

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by ADCC100, LLC to Crowd Lending Fund One, LLC, dated June 14, 2024 and recorded at Hampshire County Registry of Deeds on June 17, 2024, in Book No. 15159, at Page 318, of which mortgage the undersigned is the present holder Crowd Lending Fund One, LLC, for breach of the conditions of said mortgage and for the purpose of foreclosing same will be sold at public auction at 2:00 PM, on December 17, 2024 on the mortgaged premises being known as 32-34 South Street, Ware, MA, being all and singular the premises described in said mortgage to wit:

A certain tract or parcel of land, with building(s) located thereon, situated on the easterly side of South Street in said Ware, In the County of Hampshire, Massachusetts, bounded and described as follows: BEGINNING at the Northwesterly corner of land formerly of Willard Gage; thence Northerly on said South Street seventy-four (74) feet, more or less, to the Southeasterly corner of land now or formerly of Samuel Walker; thence East twenty-four (24) degrees South one hundred (100) feet; thence South eighteen (18) degrees forty (40) minutes West seventy four (74) feet and to the land now or formerly of Gage; thence West eighteen (18) degrees North to land now or formerly of said Gage one hundred (100) feet to the place of beginning.

Being the same premises as conveyed to the mortgagor by deed of Depina & Saintil investment LLC, dated May 24, 2024, recorded on June 17, 2024 at Hampshire County Registry of Deeds in Book No. 15159, at Page 313.

The above described premises will be sold **SUBJECT TO** and with the benefit of all restrictions, easements, covenants, conditions, building and zoning laws, to any and all unpaid taxes, tax titles, water and sewer charges, municipal or other public taxes, assessments or liens, rights of tenants and parties in possession, if any.

TERMS OF SALE:

A deposit of \$7,500.00 DOLLARS shall be required to be made to the mortgagee in cash, by certified or by cashier's check at the time and place of the sale as a deposit. The successful bidder will be required to execute an Auction Sale Agreement immediately after the close of the bidding. The balance of the purchase price shall be paid in cash, by certified check, by cashier's check, or other check satisfactory to Mortgagee's attorney within thirty (30) days thereafter at the offices of BARSH AND COHEN, P.C., Attorneys for the Mortgagee, 500 Turnpike Street Suite 201, Canton, MA 02021, in exchange for which and at such time and place, the deed shall be delivered to the purchaser for recording.

The Mortgagee reserves the right to amend the foregoing terms of sale by written or oral announcement made before the auction sale, during the sale thereof or at the commencement of or during any postponed sale, the right to bid at the sale, to reject any and all bids, and to postpone the sale up until the time the property is declared sold by the auctioneer.

The description of the premises contained in said mortgage shall control in the event of an error in the Notice of Mortgagee's Sale or its publication.

OTHER TERMS TO BE ANNOUNCED AT THE TIME AND PLACE OF THE SALE.

Dated: November 17, 2024

(signed:) Crowd Lending Fund One, LLC
Present Holder of said Mortgage
By its Attorneys,
Barsh and Cohen, P.C.

Neil Cohen, Esquire
Attorney for the Mortgagee
500 Turnpike Street Suite 201, Canton, MA 02021
(617) 332-4700