

## MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by 74 Oxford Street, LLC to CCG Fund I, LLC, dated October 7, 2022 and recorded at Middlesex County (Southern District) Registry of Deeds on October 7, 2022, in Book No. 80804, at Page 559, of which mortgage the undersigned is the present holder CCG FUND II LLC, by virtue of an Assignment dated October 18, 2022 and recorded at Middlesex County (Southern District) Registry of Deeds on October 18, 2022, in Book No. 80839, at Page 487, for breach of the conditions of said mortgage and for the purpose of foreclosing same will be sold at public auction at 12:00 PM, on January 15, 2025 on the mortgaged premises being known as 43 Wendell Street a/k/a 74 Oxford Street, Cambridge, MA, being all and singular the premises described in said mortgage to wit:

A certain parcel of land with the buildings thereon situated in said Cambridge, Middlesex County, Massachusetts, on Oxford and Wendell Streets, being shown as Lots 84 and 86 on a plan recorded with Middlesex South Registry of Deeds in Plan Book 59, Plan 11, and bounded and described as follows: Westerly on Oxford Street, there measuring 96 feet; Northerly on Lot 87 on a certain plan of part of the Estate of Hon J.G. Palfrey by Gilbert Hodges, Civil Engineer, dated March 30, 1889, there measuring 85 feet; Easterly on Lot 85 on said plan, there measuring 96 feet; and Southerly on Wendell Street, there measuring 85 feet; containing by estimation 8,158 square feet.

Being the same premises as conveyed to the mortgagor by deed of Oxford Development Partners LLC, dated April 19, 2018, recorded on April 19, 2018 at Middlesex County (Southern District) Registry of Deeds in Book No. 70894, at Page 12.

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 \$15,000.00 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: December 10, 2024

(signed:) CCG FUND II 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