

MORTGAGEE'S SALE OF REAL ESTATE
238 Webster Street, Unit 6, East Boston, MA

By virtue and in execution of the power of sale contained in a certain Mortgage given by 238 Webster Street, LLC to Mario F. Marotta, said Mortgage dated July 29, 2024 and recorded with the Suffolk County Registry of Deeds, in Book 70462, Page 9, of which Mortgage the undersigned is the present holder, for breach of conditions of said Mortgage and for the purpose of foreclosing the same, the same will be sold at Public Auction at 1:00p.m. on the 25th day of February 2025 on the mortgaged premises, hereinafter described, all and singular the premises described in said Mortgage to wit:

Locus: 238 Webster Street, Unit 6, East Boston, MA 02128

Unit No. 6 of the 238 Webster Street Condominium created by Master Deed dated March 30, 2023, and recorded in the Suffolk County Registry of Deeds on April 4, 2023, in Book 68850, Page 261 and as shown on the plans recorded in said Registry of Deeds in Plan Book 2023, Page 135.

The Unit is shown on a plan recorded with said Registry of Deeds in Plan Book 2023, Page 135 to which is affixed a verified statement in the form provided by G.L. Chapter 183A § 9.

The Unit is conveyed together with (a) a 25.27% undivided interest in both the Common Areas and Facilities of the Condominium and the Organization of Unit Owners through which the Condominium is managed and regulated, (b) the exclusive right and easement to use the parking spaces numbered 6 and 7 as shown on the Condominium Site Plan and designated for the exclusive use of the Unit, and the exclusive right and easement to use the Level Four Lower Rear Deck and Upper Roof Deck above the Unit as designated on the Floor Plans, and (c) subject to and with the benefit of the obligations, restrictions, rights and liabilities contained in G.L. c. 183A, the Master Deed and any other document governing the operation of the Condominium including the Declaration of Trust recorded in said Deeds in Book 68850, Page 277 establishing the Organization of Unit Owners, the By-Laws and the administrative Rules and Regulations adopted pursuant thereto and incorporated therein.

Each of the units in the Condominium is intended for residential purposes only as set forth in the Master Deed.

Being a portion of the premises conveyed to Grantor with Deed recorded in the Suffolk County Registry of Deeds in Book 64490, Page 288.

In the event of any typographical error set forth in the legal descriptions contained above, the legal description of the premises, the descriptions set forth and contained in the Mortgage shall take precedence.

TERMS OF SALE: TWENTY THOUSAND (\$20,000.00) DOLLARS will be required to be paid in cash, certified check or cashier's check of any bank or trust company doing business in the Commonwealth of Massachusetts, by the purchaser, at the time and place of sale as a deposit. A Memorandum of Sale ("Memorandum") shall be executed upon acceptance of the bid and all terms thereunder shall be binding upon the bidder, including the condition that should the high bidder for whatever reason fail to perform under the aforesaid Memorandum, in such event, the bidder shall forfeit the deposit in full which shall become the property of the Mortgagee. The Mortgagee reserves the right without further publication, advertisement or notification to offer the property to the second highest bidder under the same conditions set forth herein. The Mortgagee further reserves the right without further publication, advertisement, or notification, to purchase the within described property at the amount bid by the second highest bidder. The

terms of the Memorandum of Sale shall be announced prior to the bid. The balance of the bid price is to be paid in cash, certified check or cashier's check drawn upon any bank or trust company doing business in the Commonwealth of Massachusetts within thirty (30) days after the date of sale to be deposited in escrow with Riccardo L. Rullo, Esquire attorney for Mario F. Marotta. Deed (which shall be in the form of the usual Mortgagee's Deed under the Statutory Power of Sale) to be delivered within three (3) days thereafter at which time it shall be the sole and exclusive responsibility of the successful bidder to cause the same to be recorded with the Suffolk County Registry of Deeds in accordance with law.

Other terms, if any, to be announced at the sale.

MARIO F. MAROTTA
By his attorney,
RICCARDO L. RULLO
LAW OFFICES OF FRANK. N DARDENO
424 BROADWAY
SOMERVILLE, MA 02145
617-666-2600

Dated: 01/22/2025