

MORTGAGEE'S SALE OF REAL ESTATE
(145-155 North Washington Street, Boston, Massachusetts)

By virtue and execution of the Power of Sale contained in a certain mortgage given by AM PROJECT 145 NWS LLC to Workers Credit Union dated May 31, 2018 and filed with the Suffolk County Registry of Deeds Land Court District as Document No. 883309 and noted on Certificate of Title No. 133704 (the "Mortgage"), of which the undersigned is the present holder ("Mortgagee"), for breach of the conditions of said Mortgage and for the purpose of foreclosing the same will be sold at Public Auction at 11:00 A.M. on February 25, 2025 on the premises at 145-155 North Washington Street, Boston, Massachusetts, all and singular the premises described in said Mortgage to wit:

The Property shall mean the following, namely, the land with the buildings thereon located and described in said Mortgage as follows:

145-147 and 153-155 North Washington Street, Boston, MA

Tract I: 145-147 North Washington Street, Boston, MA

A certain parcel of land with the buildings thereon situate in Boston, Suffolk County, Massachusetts, bounded and described as follows:

- WESTERLY: By the easterly line of Washington Street, nineteen and 42/100 (19.42) feet;
- NORTHERLY: By land now or formerly of James H. Young, fifty-nine and 59/100 (59.59) feet;
- NORTHEASTERLY: By land now or formerly of Dennis Houghton et al, eight and 25/100 (8.25) feet;
- SOUTHEASTERLY: By land now or formerly of one Carlomagno et al and land now or formerly of John J. Bench, twenty-seven and 75/100 (27.75) feet; and
- SOUTHERLY: On said Bench land thirty-eight and 67/100 (38.67) feet.

All of said boundaries except the street line are determined by the Court to be located as shown on a plan drawn by S.H. Brooks, Surveyor, dated April 1905, as approved by the Court, filed in the Land Registration Office as plan No. 1087-A, a copy of a portion of which is filed with Certificate of Title No. 894.

There is appurtenant to the above described land, rights of way and of drainage in, through and over the passageways shown on said plan leading to Endicott Street, in common with others entitled thereto.

The above described land is subject to the provisions of the party wall agreement by and between John J. Bench and others dated May 22, 1906, filed and registered as Document No. 11691.

Also another certain parcel of land situated in Boston, bounded and described as follows:

- WESTERLY: By the easterly line of Washington Street (North) nineteen and 83/100 (19.83) feet;
- NORTHERLY: By land now or formerly of John J. Bench, thirty-eight and 67/100 (38.67) feet;
- NORTHWESTERLY: Still by said Bench land, nineteen and 61/100 (19.61) feet;
- NORTHEASTERLY: By land now or formerly of Giuseppe Carlomagno et al, and land now or formerly of Michael Barr, thirty-two and 92/100 (32.92) feet;
- SOUTHERLY: By land now or formerly of Stephen H. Whidden, et al, sixteen and 43/100 (16.43) feet;
- WESTERLY: By the same seventy hundredths (0.70) of a foot; and
- SOUTHERLY: Still by said Whidden et al land the line running through the middle of a party wall, fifty-five and 02/100 (55.02) feet.

All of said boundaries except the line of said street, are determined by the Court to be located as shown on a plan drawn by Charles A. Pearson, Surveyor dated July 7, 1906, as approved by the Court, filed in the Land Registration Office as plan No. 1565-A, a copy of a portion of which is filed with Certificate of Title No. 1360.

The last above described land is subject to and has the benefit of the provisions of the party wall agreement by and between John J. Bench and others dated November 30, 1906 recorded with Suffolk Deeds, Book 3175, Page 235.

Tract II: 153-155 North Washington Street, Boston, MA

That certain parcel of land and building thereon situated in Boston in the County of Suffolk and Commonwealth of Massachusetts, bounded and described as follows:

- WESTERLY: By Washington Street North, thirty-six and 35/100 (36.35) feet;
- NORTHERLY: By land now or formerly of Thomas S. Schofield et al, the line running in part through the middle of a partition wall, forty-one and 42/100 (41.42) feet;
- NORTHEASTERLY: By a passageway, thirty-nine and 73/100 (39.73) feet; and

SOUTHERLY: By land now or formerly of John J. Bench, the line running through the middle of a party wall, fifty-six and 25/100 (56.25) feet.

All of said boundaries are determined by the Court to be located as shown on a plan drawn by Henry C. Mildram, Surveyor, dated August 1, 1912, as approved by the Court, filed in the Land Registration Office as plan No. 3878-A, a copy of a portion of which is filed with Certificate of Title No. 4737.

The above described land is subject to and has the benefit of the provisions of a party wall agreement between John J. Bench and James H. Young, dated May 22, 1906, recorded with Suffolk Deeds Book 3141, Page 94 (see also Document No. 12227) and it is subject also to and has the benefit of such easements, if any, as existed at date of original decree by reason of said partition wall as shown on said plan.

There is appurtenant to the northerly portion of the within described land passageway rights as set forth in a deed given by Josiah Brown to Frank Gould et al dated October 6, 1847, recorded with said Deeds Book 582, Page 274, and to the southerly portion of said land passageway rights as set forth in a deed given by said Brown to Frederick Gould et al, of same date and recorded with said Deeds Book 582, Page 276.

For title reference, please see Deed registered as Document No. 867650, Cert. of Title No. 133704.

The above-described premises shall be sold subject to all easements, restrictions, municipal or other public taxes, assessments, liens or claims liens, outstanding tax titles, building, zoning and other land use laws and all permits and approvals issued pursuant thereto, including without limitation, orders of conditions and existing encumbrances of record created prior to said Mortgage, if there be any. Said premises are to be sold subject to the right of redemption of the United States of America, if any there be.

TERMS OF SALE: Cashier's or certified check in the sum of Fifty Thousand Dollars (\$50,000.00) as a deposit (the "Deposit") must be shown at the time and place of the sale in order to qualify as a bidder (the mortgage holder and its designee are exempt from this requirement). The successful bidder shall be required to sign at the time and place of the sale a Memorandum of Sale in form to be prepared by Mortgagee containing the above terms and any other terms announced at the time of sale. Upon execution of the Memorandum of Sale, the high bidder shall endorse and deliver its Deposit check payable to Fletcher Tilton, PC. The balance of the purchase price is to be paid within thirty (30) days from the date of the public auction and shall be paid by cashier's check or the wiring of federal funds. **TIME SHALL EXPRESSLY BE OF THE ESSENCE.**

In the event that the successful bidder at the foreclosure sale shall default in purchasing the within described property according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of the foreclosure, the Mortgagee reserves the right to sell the property by Foreclosure Deed to the second highest bidder provided that the second highest bidder shall deposit with counsel to the Mortgagee, the amount of the required deposit as set forth herein within five (5) business days after written notice of default of the previous highest bidder and title shall be conveyed to said second highest bidder within thirty (30) days of said written notice. If the second highest bidder declines to purchase the within described Premises, the Mortgagee reserves the right to consummate a sale of the Premises to any party at the amount bid by the second highest bidder.

The Mortgagee reserves the right to continue the sale from time to time by public announcement at the time and date of the original or any continued sale.

In the event of an error in this publication, the description of the premises contained in the Mortgage shall control.

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

Workers Credit Union
Present Holder of Said Mortgage
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