MORTGAGEE'S SALE OF REAL ESTATE 240 Mystic Avenue (a/k/a 60-70 Cross Street East), Unit 107 and Unit 318, Somerville, MA

By virtue and in execution of the power of sale contained in a certain Mortgage given by 60 Cross Street Investment LLC to Eun H. Park, said Mortgage dated December 22, 2023 and recorded with the Middlesex South Registry of Deeds, in Book 82355, Page 146, 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 1:00 p.m. on the 26th day of March 2025 on the mortgaged premises, hereinafter described, all and singular the premises described in said Mortgage to wit:

Locus: 240 Mystic Avenue (a/k/a 60-70 Cross Street East), Unit 107, Somerville, MA 02145

The legal description of the Mortgaged Premises is hereinafter the following:

Unit No. 107 (the "Unit") of the Eastside Place Condominium (the "Condominium") established pursuant to M.G.L. Chapter 183A by Master Deed Dated April 27, 2022 and recorded with the Middlesex South District Registry of Deeds on May 23, 2022 in Book 80162, Page 60 (the "Master Deed"), as may be amended of record, which Unit is shown on the Floor Plans ("the Plans") as Unit #7 A-107 of the Condominium Building (Plan No. 335 of 2022, Sheet 3 of 17) recorded simultaneously with the Master Deed, to which is affixed the verified statement of a registered architect in the form required by §8 of said M.G.L. Chapter 183A (the "Plans").

Together with:

- 1. An undivided 1.27 % percent interest in the common areas and facilities ("Common Areas") of the Condominium described in the Master Deed, attributable to the Unit.
- 2. The exclusive right to use the Common Areas appurtenant or exclusive to the Unit, including the walkways, stairways, the exclusive right to use parking space #7 as described in the Master Deed and/or shown on the Plans (or such other space as assigned to the Unit pursuant to the Master Deed, Declaration of Trust, and/or By-Laws of the Condominium).
- 3. An easement in common with the owners of other units to use any pipes, wires, ducts, flues, cables, conduits, public utility lines, and other Common Elements located in any of the other units or elsewhere in the Condominium and serving the Unit.
- 4. Rights and easements in common with other Unit Owners as described in the Master Deed or shown on the Plans recorded with the Master Deed.

For Title reference, see Unit Deed of 60 Cross Street Investment, dated June 22, 2016, in the Middlesex South District Registry of Deeds in Book 67497, Page 304.

Locus: 240 Mystic Avenue (a/k/a 60-70 Cross Street East), Unit 318, Somerville, MA 02145

The legal description of the Mortgaged Premises is hereinafter the following:

Unit No. 318 (the "Unit") of the Eastside Place Condominium (the "Condominium") established pursuant to M.G.L. Chapter 183A by Master Deed Dated April 27, 2022 and recorded with the Middlesex South District Registry of Deeds on May 23, 2022 in Book 80162, Page 60 (the "Master Deed"), as may be amended of record, which Unit is shown on the Floor Plans ("the Plans") as Unit #60 -318 of the Condominium Building (Plan No. 335 of 2022, Sheet

14 of 17) recorded simultaneously with the Master Deed, to which is affixed the verified statement of a registered architect in the form required by §8 of said M.G.L. Chapter 183A (the "Plans").

Together with:

- 1. An undivided 2.10 % percent interest in the common areas and facilities ("Common Areas") of the Condominium described in the Master Deed, attributable to the Unit.
- 2. The exclusive right to use the Common Areas appurtenant or exclusive to the Unit, including the walkways, stairways, the exclusive right to use parking spaces #71 and #72 as described in the Master Deed and/or shown on the Plans (or such other spaces as assigned to the Unit pursuant to the Master Deed, Declaration of Trust, or By-Laws of the Condominium).
- 3. An easement in common with the owners of other units to use any pipes, wires, ducts, flues, cables, conduits, public utility lines, and other Common Elements located in any of the other units or elsewhere in the Condominium and serving the Unit.
- 4. Rights and easements in common with other Unit Owners as described in the Master Deed or shown on the Plans recorded with the Master Deed.

For Title reference, see Unit Deed of 60-70 Cross Street Investment, dated June 22, 2016, in the Middlesex South District Registry of Deeds in Book 67497, Page 304.

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 Mortgagee further reserves the right to auction the units individually and/or combined. 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 Eun H. Park. 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 Middlesex South Registry of Deeds in accordance with law.

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

EUN H. PARK
By their attorney,
RICCARDO L. RULLO, ESQ.
LAW OFFICES OF FRANK. N DARDENO
424 BROADWAY
SOMERVILLE, MA 02145

Dated: 02/28/2025 617-666-2600