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LEGAL NOTICES

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE
by virtue and in execution of the Power of Sale contained in a certain mortgage given by Quickstop, LLC to Crowd Lending Fund One, LLC dated January 15, 2020 and recorded January 16, 2020 with the Suffolk County Registry of Deeds in Book 62402 at Page 92, as further affected by (i) Assignment of Mortgage by Crowd Lending Fund One, LLC in favor of Crowd Lending Capital, LLC recorded on March 11, 2021 with the Suffolk County Registry of Deeds in Book 64971, Page 192, (ii) Assignment of Mortgage by Crowd Lending Capital, LLC in favor of SGIA Residential Bridge Loan Venture V LP dated February 10, 2020 and recorded with the Suffolk County Registry of Deeds in Book 65408, Page 195, (iii) Assignment of Mortgage by Fidelis Residential Bridge Loan Venture V LP in favor of Fidelis Bridge Loan Venture V REO LLC dated April 29, 2021 and recorded with the Suffolk County Registry of Deeds in Book 65408, Page 197, and (iv) Confirmatory Assignment of Mortgage by Crowd Lending Fund One, LLC in favor of Crowd Lending Capital, LLC dated May 24, 2021 and recorded with the Suffolk County Registry of Deeds in Book 65446, Page 208, the sale and mortgagee the undersigned is the present holder, on breach of the conditions of said mortgage and for the purpose of foreclosing the same will be sold at Public Auction at 10 o'clock a.m. on the 17th day of July, 2021 at 36 Old Morton Street, Boston, Suffolk County, Massachusetts, all and singular the premises described in said mortgage.

To wit:
The land, with the buildings thereon situated in the Dorchester District of Boston, Suffolk County, Massachusetts, being shown as Lot II on Plan of Land in Boston Mass., dated June 14, 1958, George C. Hallisey, Sur. Recorded with Suffolk County Registry of Deeds in Book 7320, Page 193, bounded and described as follows:
SOUTHWESTERLY by Old Morton Street, 67.41 feet;
SOUTHEASTERLY by Lot B1 as shown on said plan, 114.60 feet;
NORTHEASTERLY by Wichita Terrace and land of owners unknown as shown on said plan by two lines measuring 50.67 feet and 16.71 feet respectively, and
NORTHWESTERLY by Lot I as shown on said plan, 114 feet.
Containing 7700 square feet of land according to said record.

In the event of any typographical error set forth herein in the legal description of the premises, the undersigned reserves the right as set forth and contained in the Mortgage shall control by reference.

The Mortgagee reserves the right to postpone the sale to a later date by public proclamation at the time and date appointed for the sale and to further postpone at any adjourned sale date by public proclamation at the time and date appointed for the adjourned sale date.

Premises to be sold and conveyed subject to and with the benefit of all rights, restrictions, easements, covenants, conditions, liens, or claims in the nature of liens, improvements, public assessments, and any and all unpaid taxes, tax titles, tax liens, water and sewer charges, and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not referred to in the mortgage, easements, improvements, liens, or encumbrances is made in the deed.

The Mortgagee Premises will be sold and conveyed together with all the improvements now or hereafter erected on the Mortgagee Premises and all easement rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the Mortgagee Premises. All replacement, sure and add-ons shall also be covered by this sale.

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 Mortgagee Premises to the highest bidder, provided that the second highest bidder shall deposit with Mortgagee's attorney, Giangrasso Law LLC, the amount of the required deposit as set forth herein within three (3) business days after written notice of default of the previous highest bidder and title shall be conveyed to said second highest bidder within twenty (20) days of said written notice.

Terms of sale: A deposit of Ten Thousand and 00/100 dollars (\$10,000.00) by certified or bank check will be required to be paid by the purchaser at the time and place of the sale. The balance is to be paid by certified or bank check at the office of Giangrasso Law LLC, 60 Walnut Street, Suite 301, Wellesley, MA 02481 within thirty (30) days from the date of sale. Deed will be provided to purchaser upon receipt of the full amount of the purchase price. To qualify to bid, potential bidders must demonstrate that they have the required deposit in hand. The successful bidder shall be required to sign a Memorandum of Sale containing the foregoing terms at the Auction Sale. No deposit shall be required to be paid by the undersigned holder as a high bidder.

Other terms, if any, to be announced at the time and place of the sale.
Fidelis Bridge Loan Venture V REO LLC
Present Holder of Said Mortgage
By its attorneys,
Giangrasso Law LLC
60 Walnut Street, Suite 301
Wellesley, MA 02481
By: David A. Giangrasso, Esq.
(781)-328-9099

LEGAL NOTICE
MORTGAGEE'S SALE OF REAL ESTATE

By virtue of and in execution of the Power of Sale contained in a certain mortgage given by Janison Brandao to Mortgage Electronic Registration Systems, Inc., as mortgagee, as to premises for Fidelis Bridge Loan Venture V LP dated 2006 and recorded in Suffolk County Registry of Deeds in Book 39365, Page 302 (the "Mortgage") of which mortgage Wells Fargo Bank, N.A., as Trustee for Carrington Mortgage Loan Trust, Series 2006-FRE1 Asset-Backed Pass-Through Certificates is the present holder by Assignment from Mortgage Electronic Registration Systems, Inc., as nominee, Fremont Investment & Loan its successors and assigns to Wells Fargo Bank, N.A., as Trustee for Carrington Mortgage Loan Trust, Series 2006-FRE1 Asset-Backed Pass-Through Certificates dated May 25, 2011 and recorded at said Registry of Deeds in Book 47976, Page 236, on breach of the conditions of said mortgage and for the purpose of foreclosing the same, the mortgagee premises located at 29 Clarence Street, Boston (Roxbury), MA 02119, will be sold at Public Auction at 12:00 PM on July 20, 2021, at the mortgagee premises, more particularly described below, all and singular the premises described in said mortgage, to wit:

A certain parcel of land situated on Clarence Street, in that part of Boston formerly called Roxbury, being numbered twenty nine (29) in the present numbering of the street, bounded and described as follows:

NORTHERLY by said Clarence Street, twenty (20) feet;

EASTERLY by land of or formerly of Albert F. Sexton, sixty-seven and five-tenths (67.5) feet;

SOUTHERLY by land now or formerly of Farnsworth, twenty (20) feet;

WESTERLY by land now or formerly of Hurlin, sixty-seven and five-tenths (67.5) feet.

For mortgagor's title see deed recorded with the Suffolk County Registry of Deeds in Book 38940, Page 175.

The premises will be sold subject to any and all unpaid taxes and other municipal assessments and liens, and subject to any and all other enforceable encumbrances of record entitled to precedence over this mortgage, and subject to and with the benefit of all easements, restrictions, reservations and conditions of record and subject to all tenancies and/or rights of parties in possession.

Terms of the Sale: Cashier's or certified check in the sum of \$5,000.00 as a deposit must be shown at the time and place of the sale in order to qualify as a bidder (the mortgagee holder and its designees are exempt from this requirement); high bidder to sign written Memorandum of Sale upon acceptance of bid; balance of purchase price payable by certified check in thirty (30) days from the date of the sale at the offices of mortgagee's attorney, Korde & Associates, P.C., 900 Chelmsford Street, Suite 3102, Lowell, MA 01851 or such other time as may be designated by mortgagee. The description for the premises contained in said mortgage shall control in the event of a typographical error in this publication.

Other terms to be announced at the sale.
Wells Fargo Bank, N.A., as Trustee for Carrington Mortgage Loan Trust, Series 2006-FRE1 Asset-Backed Pass-Through Certificates
Korde & Associates, P.C.
900 Chelmsford Street
Suite 3102
Lowell, MA 01851
(978) 256-1500
Brandao, Janilson, 18-033046

PUBLIC NOTICE

On Monday, June 22, 2021, SOLitude Lake Management will be conducting an herbicide treatment for aquatic vegetation in Cochituate Lake System in Natick, Massachusetts.

The restrictions for the Cochituate Lake System are as follows:

- Swimming, boating, and fishing – Restricted 2 days or until June 22, 2021
- Livestock watering – Restricted for 5 days or until June 27, 2021
- Direct drinking and domestic use – Restricted for 5 days or until June 25, 2021
- Irrigation – Restricted for 5 days or until June 27, 2021

Please feel free to contact SOLitude Lake Management at (508) 917-7164 with any questions

SUPPLEMENTAL SUMMONS AND NOTICE Supreme Court of New York, Albany County, U.S. BANK TRUST NATIONAL ASSOCIATION AS TRUSTEE OF THE LODGE SERIES III TRUST, Plaintiff, against HEARST AND DISTRIBUTORS OF LOUIS KUNIAN A/K/A LOUIS A. KUNIAN, NIAGARA MOHAWK POWER CORPORATION D/B/A NATIONAL GRID, NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE, UNITED STATES OF AMERICA (NORTHERN DISTRICT), ARNOLD M. KUNIAN AS HEIR AND DISTRIBUTOR OF THE ESTATE OF LOUIS KUNIAN A/K/A LOUIS A. KUNIAN, "JOHN DOE" and "JANE DOE" (said names being fictitious, it being the intention of Plaintiff to designate any and all occupants of the premises being foreclosed herein, Defendants. Index No. 90341-20). Mortgagee Premises: 206 Jefferson Street, Albany, NY 12210 Section: 76.31 Block: 3 Lot: 51. To the Above Named Defendants: YOU ARE HEREBY SUMMONED to answer the Complaint in the above entitled action and to serve a copy of your Answer on the Plaintiff's attorney within twenty (20) days of the service of this Summons, exclusive of the day of service, or within thirty (30) days after service of the same is complete where service is made in any manner other than by personal delivery within the State. The United States of America, if designated as a Defendant in this action, may answer or appear within sixty (60) days of service. If you fail to appear or to answer within the aforementioned time frame, judgment will be taken against you by default for the relief demanded in the Complaint. **NOTICE OF NATURE OF ACTION AND RELIEF SOUGHT** THE OBJECTIVE of the above captioned action is to foreclose on a Mortgage to secure \$96,000.00 and interest recorded in the Albany County Clerk's Office on October 11, 2005 in Book 5078, Page 413, Document Number 9573375, covering the premises known as 206 Jefferson Street, Albany, NY 12210. The relief sought herein is a final judgment directing sale of the premises described above to satisfy the debt secured by the mortgage described herein. **NOTICE OF SALE** Albany County as the place of trial. Venue is based upon the County in which the mortgaged premises is located. **IF YOU ARE IN DEFAULT OF PAYING YOUR OBLIGATIONS** If you do not respond to this summons and complaint by serving a copy of the answer on the attorney for the mortgage company who filed this foreclosure proceeding against you, and filing the answer with the court, a default judgment may be entered and you can lose your home. Speak to an attorney or go to the court where your case is pending for further information on how to answer the summons and protect your property, sending a payment to your mortgage company will not stop this foreclosure proceeding. **RESPOND BY SERVING A COPY OF THE ANSWER ON THE ATTORNEY FOR THE PLAINTIFF AND THE MORTGAGE COMPANY, AND FILING THE ANSWER WITH THE COURT, FRIEDMAN VARTOLO, LLP 85 Broad Street, Suite 501, New York, New York 10004, (212) 471-5100, Attorneys for Plaintiff**

LEGAL NOTICES

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF
TELECOMMUNICATIONS AND CABLE

The Department of Telecommunications and Cable ("Department") has opened investigations into the failure of the 20 telecommunications companies named below to file annual returns for calendar year 2018.

Docket	#Carrier
DTC-21-AR-1	American Payphone Services, Inc.
DTC-21-AR-2	American Phone Services Corp.
DTC-21-AR-3	Broadview NP Acquisition Corp.
DTC-21-AR-4	Commonwealth Telephone Co., Inc.
DTC-21-AR-5	CPMC, Inc.
DTC-21-AR-6	Encompass Communications, LLC
DTC-21-AR-7	FairPoint Business Services LLC
DTC-21-AR-8	Gardner Post 129, American Legion, Inc.
DTC-21-AR-9	Internet & Telephone, LLC
DTC-21-AR-10	Latice Incorporated
DTC-21-AR-11	Lingo Communications of the Northeast, LLC//k/a Birch Communications of the Northeast, LLC
DTC-21-AR-12	Mosaic Network LLC
DTC-21-AR-13	NobelTel, LLC
DTC-21-AR-14	Residential Long Distance, Inc.
DTC-21-AR-15	SelecTel, Inc.
DTC-21-AR-16	Time Clock Solutions, LLC
DTC-21-AR-17	TNCl Operating Company LLC
DTC-21-AR-18	Vitbeam, Inc.
DTC-21-AR-19	Vitcom LLC
DTC-21-AR-20	Worldwide Marketing Solutions, Inc.

This proceeding has been docketed under the generic docket number, D.T.C. 21-AR, with a sequential number for each individual case, D.T.C. 21-AR-1 through D.T.C. 21-AR-20, and is a formal adjudicatory proceeding conducted under G.L. c. 30A and 207 C.M.R. 1.00. Any person who wishes to file written comments, intervene in the proceeding, or request a hearing on these matters in accordance with G.L. c. 30A, § 1 and § 10 may file such requests with Shonda D. Green, Secretary of the Department, at the physical address below or electronically at dtc.efiling@mass.gov.

Shonda D. Green
Department of Telecommunications and Cable
1000 Washington Street, Suite 600
Boston, MA 02118-6500

Comments, requests to intervene, and requests for hearing must be filed by July 6, 2021. At that time, if the Department has not received a request for a hearing, any person having a right to request such a hearing shall be deemed to have waived such right pursuant to G.L. c. 30A, § 10.

City of Newton
Legal Notice
Thursday, June 24, 2021

Public hearings will be held on Thursday, June 24, 2021, at 7:00 PM, before the Real Property Reuse Committee of the Newton City Council for the purpose of hearing the following petitions at which time all parties interested in the items shall be heard. Notice will be published Thursday, June 10, 2021 and Thursday, June 17, 2021 in the Boston Globe and Wednesday, June 16, 2021 in the Newton Tab, with a copy posted on the city's website at www.newtonma.gov and in a conspicuous place at Newton City Hall.

Please Note: This meeting has been scheduled as an in-person meeting at City Hall, 1000 Commonwealth Avenue, Newton, MA 02459 because the covid protocols for remote meeting attendance/participation will end on June 15, 2021, unless extended by state action. Please note that, if the protocols are extended, the meeting format may be changed at the direction of the chair from in-person only to a combination of in-person and remote attendance/participation only. In the event that this meeting is remote, please use the following link to attend: <https://us02web.zoom.us/j/8461623254>. Accordingly, prior to the meeting, please check the City's website for updated information on the meeting format and how you may attend/participate. You can also call the Clerk's Office for more information at 617-796-1210. The final agenda will be posted online on Friday, June 18, 2021 at: <https://www.newtonma.gov/government/city-clerk/city-clerk/friday-pack>. #393-20 Reuse of former water tower site on Countryside Road. DIRECTOR OF PLANNING & DEVELOPMENT Submitting on September 10, 2020 a letter recommending that the former water tower site, a 6,900 sq. ft. parcel of land on Countryside Road, Ward 8, Newton Centre, known as Property ID: 83036 0003A be made available for sale or lease pursuant to Ordinance Section 2-7.

...
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LEGAL NOTICES

Search for Missing Heirs (sibling, niece, nephews, cousins) of **ROBERT JOSEPH MUNSIS** former resident of Dorchester, Massachusetts. Resident of Derry, New Hampshire at his time of death.
Anyone who has information please contact Attorney Maureen Higham at MHigham@rnhattorney.com or (603) 624-6655

LEGAL NOTICES

PUBLIC NOTICE
A Petition to Change Name of Vanessa Gay of Boston MA requesting that the court enter a Decree changing their name to Ruth Persena.

LEGAL NOTICES

**LEGAL NOTICE
MORTGAGEE'S SALE OF REAL ESTATE**
By virtue of and in execution of the Power of Sale contained in a certain mortgage given by Phyllis M. Wesley and Henry W. Wesley Sr. to Fleet National Bank, dated March 17, 2003 and recorded in Suffolk County Registry of Deeds in Book 31343, Page 067 (the "Mortgage") of which mortgage U.S. Bank National Association, as Indenture Trustee on behalf of and with respect to Ajax Mortgage Loan Trust 2019-E, Mortgage-Backed Securities, Series 2019-E is the present holder by Assignment from Bank of America, N.A. successor by merger to Fleet National Bank to U.S. Bank National Association, as Indenture Trustee on behalf of and with respect to Ajax Mortgage Loan Trust 2019-E, Mortgage-Backed Securities, Series 2019-E dated January 14, 2008 and recorded at said Registry of Deeds in Book 62410, Page 198, for breach of conditions of said mortgage and for the purpose of foreclosing the same, the mortgaged premises located at 98 Cedar Street, Roxbury (Boston), MA 02119 will be sold at a Public Auction at 2:00 PM on July 8, 2021, at the mortgaged premises, more particularly described below, all and singular the premises described in said mortgage, to wit:

That certain piece of parcel of land, and the buildings and improvements thereon, known as 98 Cedar Street, in the Town of Roxbury, County of Suffolk, and State of Massachusetts and being more particularly described in a deed recorded in Book 16229, Page 78.

The mortgaged premises are more fully described as follows:
The land on Cedar Street in that part of Boston, formerly Roxbury and shown on a plan by Garbett and Wood, Surveyors, dated September 23, 1890, and bounded and described as follows:

Northerly by Cedar Street, thirty and 61/100 (30.61) feet; Easterly by land of Tappan, one hundred six and 50/100 (30.50) feet; Southerly by land of Summer heirs, thirty and 37/100 (30.37) feet; Westerly by land now or formerly of Hilliard, one hundred eight and 48/100 (108.48) feet.

Containing 3274 square feet of land. Said premises are situated at and known as 98 Cedar Street in that part of Boston called Roxbury.

And another parcel of land in that part of Boston called Roxbury on the southerly side of Cedar Street thereof bounded as follows:

A certain strip of land two feet and six inches wide on the north-westerly side or corner of land of Cappuzzo bounded as follows:

Beginning at a point by land now or formerly of Paul Cappuzzo et ux on the southerly side of said Cedar Street at a point one hundred ten (110) feet southeasterly from Highland Street; thence running in a straight line by land of said Cappuzzo et ux, one hundred six and 50/100 (106.50) feet; thence turning and running southeasterly two feet and six inches by remaining land of said Cappuzzo et ux; thence turning and running northeasterly still by remaining land in a straight line parallel to the first mentioned bound and two feet six inches distant therefrom to Cedar Street; thence turning and running northerly by Cedar Street, two feet six inches to the point of beginning.

For mortgagor's title see deed recorded with the Suffolk County Registry of Deeds in Book 8098, Page 174 and in Book 16229, Page 78.

The premises will be sold subject to any and all unpaid taxes and other municipal assessments and liens, and subject to any and all other enforceable encumbrances of record entitled to precedence over this mortgage, and subject to and with the benefit of all easements, restrictions, reservations and conditions of record and subject to all tenancies and/or rights of parties in possession.

Terms of the Sale: Cashier's or certified check in the sum of \$5,000.00 as a deposit must be shown at the time and place of the sale in order to qualify as a bidder (the mortgage holder and its designees) are exempt from this requirement); high bidder to sign written Memorandum of Sale upon acceptance of bid; balance of purchase price payable by certified check in thirty (30) days from the date of the sale at the offices of mortgagee's attorney, Korde & Associates, P.C., 900 Chelmsford Street, Suite 3102, Lowell, MA 01851 or such other time as may be designated by mortgagee. The description for the premises contained in said mortgage shall control in the event of a typographical error in this publication.

Other terms to be announced at the sale.
U.S. Bank National Association, as Indenture Trustee on behalf of and with respect to Ajax Mortgage Loan Trust 2019-E, Mortgage-Backed Securities, Series 2019-E
Korde & Associates, P.C.
900 Chelmsford Street
Suite 3102
Lowell, MA 01851
(978) 256-1500
Wesley, Phyllis M. and Henry W., 20-037167

COMMONWEALTH OF MASSACHUSETTS
LAND COURT
DEPARTMENT OF THE TRIAL COURT
DOCKET NO. 21 SM 00063
ORDER OF NOTICE

TO: Jamie Thompson; Rosemarie Thompson and to all persons entitled to the benefit of the Servicemembers Civil Relief Act, 50 U.S.C. § 50 83901 (et seq);

U.S. Bank National Association, as Indenture Trustee on behalf of and with respect to Ajax Mortgage Loan Trust 2019-A, Mortgage-Backed Securities, Series 2019-A, claiming to have an interest in a Mortgage covering real property in Dorchester (Boston), numbered 64 Ballou Avenue, given by Jamie Thompson and Rosemarie Thompson to Chase Bank USA, N.A., dated January 14, 2008, and recorded in Suffolk County (Suffolk District) Registry of Deeds in Book 42969, Page 239, and now held by the Plaintiff by assignment, has/have filed with this court a complaint for determination of Defendants'/ Defendants' Servicemembers status.

If you now are, or recently have been, in the active military service of the United States of America, then you may be entitled to the benefits of the Servicemembers Civil Relief Act. If you object to a foreclosure of the above-mentioned property on that basis, then you or your attorney must file a written appearance and answer in this court at Three Pemberton Square, Boston, MA 02108 on or before 7/26/2021 or you may lose the opportunity to challenge the foreclosure on the ground of non-compliance with the Act.

Witness, GORDON H. PIPER Chief Justice of this Court on 6/11/2021.
Attest: Deborah J. Patterson Recorder

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The Boston Globe

LEGAL NOTICES

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE
By virtue and in execution of the Power of Sale contained in that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of April 22, 2018 by and between the Mortgagor and the Mortgagee and recorded with the Suffolk County Registry of Deeds (the "Mortgage") dated as of October 20, 2016, and recorded with the Suffolk County Registry of Deeds (the "Registry") at Book 56976, Page 281, as amended by that certain Amendment of Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of January 22, 2018 by and between the Mortgagor and the Mortgagee and recorded with the Registry at Book 59091, Page 337, as affected by that certain Recognition and Subordination Agreement dated as of May 13, 2019 by and between the Mortgagor and the Mortgagee and recorded with the Registry at Book 61148, Page 311, as affected by that certain Recognition and Subordination Agreement dated as of May 13, 2019 by and between the Mortgagor and the Mortgagee and recorded with the Registry at Book 61148, Page 315, as affected by that certain Confirmatory Partial Release of Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of January 22, 2020 and recorded with the Registry at Book 62591, Page 30, and as further affected by that certain Partial Release of Mortgage dated as of September 3, 2020 and recorded with the Registry at Book 63816, Page 134 (collectively, as modified and in effect from time to time, the "Mortgage"), of which the undersigned is the present holder, and pursuant to the security interests and rights granted by the Mortgagor to the Mortgagee under the Mortgage, including without limitation, all of the Mortgagor's rights as declared pursuant to the Master Deed (as defined below), for breach and default of the conditions of the Mortgage, and for the purpose of foreclosing the same, the Mortgagee will offer **Condominium Units 2, 3 and 4** of the premises described in said Mortgage located in Boston, Suffolk County, Massachusetts, further described on **Exhibit A** annexed hereto and specifically incorporated herein by reference (collectively the "Premises"), for sale at public auction on **Tuesday, June 29, 2021, at 11:00 A.M.** The sale described above will be referred to hereinafter, as the "Sale." The Sale shall be held at the Premises commonly known and numbered as 401 Beacon Street, Boston, Massachusetts.

The Premises has been subsequently subjected to the provisions of Massachusetts General Laws Chapter 183A in connection with the establishment of condominium units as provided in a certain Master Deed of 401 Beacon Condominium dated May 16, 2019 and recorded with the Registry at Book 61148, Page 271, as amended by a certain Special Amendment to Master Deed dated July 16, 2019 and recorded with the Registry at Book 61440, Page 27 (as amended and in effect, the "Master Deed").

The following condominium units were created pursuant to the Master Deed: Unit 1A, Unit 1B, Unit 2, Unit 3, Unit 4, and Unit PH. All of the foregoing condominium units are in the condominium known as 401 Beacon Condominium (the "Condominium") and all of the condominium units are located at or near 401 Beacon Street, Boston, Massachusetts.

The exclusive right and easement in gross to use eleven (11) parking slots (the "Parking Slots") for parking in a three level rotating carousel parking system located on the ground level and above the ground level of the Condominium were created pursuant to the Master Deed. The Parking Slots are considered easements in gross under the Master Deed.

THE PREMISES TO BE SOLD CONSISTS OF THE PREMISES AS DESCRIBED IN THE MORTGAGE, EXCEPTING AND EXCLUDING SO MUCH AS HAS BEEN RELEASED FROM THE MORTGAGE OF RECORD.

UNIT 1A, UNIT 1B, UNIT PH AND FIVE (5) PARKING SLOTS HAVE BEEN RELEASED OF RECORD AND ARE NOT INCLUDED AS PART OF THIS SALE.

UNIT 2, UNIT 3, AND UNIT 4, EACH OF WHICH IS A PORTION OF THE PREMISES, WILL BE OFFERED FOR SALE IN THE ORDER AND MANNER SET FORTH BELOW, AND ARE THE ONLY UNITS TO BE SOLD AT THIS SALE. THE EXCLUSIVE RIGHT AND EASEMENT IN GROSS TO USE TWO (2) PARKING SLOTS WILL BE INCLUDED IN THE SALE FOR EACH OF UNIT 2, UNIT 3, AND UNIT 4, WHETHER SOLD PURSUANT TO METHOD 1 OR METHOD 2, AS DESCRIBED BELOW.

- Method 1:**
Method 1(a): UNIT 2, will be offered for sale at public auction on the Premises at 11:00 A.M. on June 29, 2021.
Method 1(b): UNIT 3, will be offered for sale at public auction on the Premises at 11:00 A.M. on June 29, 2021.
Method 1(c): UNIT 4, will be offered for sale at public auction on the Premises at 11:00 A.M. on June 29, 2021.
Method 2:
After Unit 2, Unit 3, and Unit 4 have been offered for sale separately in the order and manner set forth hereinabove, the Premises consisting of Unit 2, Unit 3, and Unit 4 will thereafter be offered for sale **in the entirety**, on the Premises at 11:00 A.M. on June 29, 2021.

If the highest bid for Unit 2, Unit 3, and Unit 4, as a single sale (Method 2) shall be equal to or exceed the cumulative total of the highest bids for Unit 2, Unit 3, and Unit 4 separately (Method 1), then the separate highest bids for Unit 2, Unit 3, and Unit 4 (Method 1) shall be voided and Unit 2, Unit 3, and Unit 4 shall be sold to the highest bidder as a single sale pursuant to Method 2. If the bid by the highest bidder for the sale of Unit 2, Unit 3, and Unit 4 as a single sale (Method 2) shall not equal or exceed the total of the cumulative highest bids for Unit 2, Unit 3, and Unit 4 as three separate sales (Method 1), then Unit 2, Unit 3, and Unit 4 will be sold separately to the highest bidders for Unit 2, Unit 3, and Unit 4, respectively, as separate sales pursuant to Method 1.

TERMS OF SALE. If the Premises shall be sold in three separate sales pursuant to Method 1, the highest bidder(s) for Unit 2, Unit 3, and Unit 4, shall each be required to make a deposit of **FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00)** for each unit to the Mortgagee by certified check or bank cashier's check at the time and place of the Sale as a non-refundable earnest money deposit to be held at the option of the Mortgagee as liquidated damages for any default or breach by the highest bidder (cash will **NOT** be accepted). Regardless of the method of sale, the deposit of each or any highest bidder shall be increased to an amount equal to five percent (5%) of such highest bid at the Sale, which amount is to be paid to the Mortgagee within five (5) business days of the date of the Sale. Regardless of the method of sale, the balance of the purchase price for the Premises, or any portion thereof, is to be paid to the Mortgagee by certified check, bank cashier's check, or federal funds wire transfer of immediately available funds in or within thirty (30) calendar days from the date of the Sale. **WITH TIME BEING OF THE ESSENCE.**

The Premises is to be sold together with, subject to, and with the benefit of, all easements, restrictions, orders of condition, building and zoning laws, unpaid taxes, tax titles, water bills, environmental liens or restrictions, municipal liens and assessments, unpaid condominium fees, rights of tenants and parties in possession, existing encumbrances, and assessments, and all other claims in the nature of liens, now existing or hereafter arising, having priority over the Mortgage, if any there be. The Premises is also sold subject to the right of redemption of the United States of America, if any there be.

If the highest bidder for the Premises if the Premises are sold pursuant to Method 2, or any unit or units of the Premises if the Premises are sold pursuant to Method 1, fails to fulfill such highest bidder's obligations under the terms of a sales agreement to be entered into by said bidder with the Mortgagee immediately after the Sale, Mortgagee may, at its option, either sell the Premises, or any portion thereof, as applicable, to the second highest bidder at the Sale or assume such highest bid, provided that Mortgagee in its discretion may require (i) such second highest bidder to deposit with the Mortgagee the amount of the required deposit as set forth herein within five (5) business days after written notice to such second highest bidder of the default of the highest bidder, (ii) such second highest bidder to execute a sales agreement and/or assume the obligations of the sales agreement executed by the highest bidder, and (iii) the payment of the balance of the purchase price of the Premises, or any portion thereof, as applicable, to the Mortgagee within thirty (30) days of said written notice. **WITH TIME BEING OF THE ESSENCE** unless the Mortgagee agrees otherwise. In the event that the highest bidder defaults under such sales agreement and the Mortgagee sells the Premises, or any portion thereof, as applicable, to such second highest bidder, the Mortgagee may, at its option, assume such second highest bid should such second highest bidder fail to fulfill its obligations under such sales agreement. No such assumption of a highest or second highest bid or sale of the Premises, or any portion thereof, as applicable, by the Mortgagee to such second highest bidder shall release a waiver or second highest bidder, as applicable, from its obligations under such sales agreement nor operate as a release by the Mortgagee of its rights and remedies against a highest or second highest bidder at the Sale.

In the event of any typographical errors in the publication of the legal description of the Premises in this Notice of Sale, the legal description contained in the Mortgage shall control.

THE SALE OF THE PREMISES WILL BE OFFERED AND SOLD "AS-IS", "WHERE-IS", AND "WITH ALL FAULTS", LATENT OR PATENT, AND SUBJECT TO ALL PRIOR ENCUMBRANCES AND WITHOUT ANY WARRANTIES OR REPRESENTATIONS WHETHER EXPRESS, IMPLIED, OR IMPOSED BY LAW. The transfer of the Premises will be made and accepted by the highest bidder without any other expressed or implied representations or warranties whatsoever, including, but not limited to, representations regarding acreage, description of the Premises, uses, rent rolls, leases, outstanding taxes, liens and encumbrances, title and