

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by Latrell Williams to Jeanne D'Arc Credit Union dated September 26, 2022 and recorded with the Suffolk Registry of Deeds in Book 68244, Page 1 of which Mortgage the undersigned is the present holder, for breach of the conditions of said Mortgage and for the purpose of foreclosing same will be sold at Public Auction at 11:00 AM on the 18th day of November, 2026 at 472 West Broadway, Unit # 202 of the 472 West Broadway Condominium, Boston, Massachusetts 02127, all and singular the premises described in said Mortgage, to wit:

The Condominium Unit known as Unit Number 202 ("Subject Unit") in the Condominium known as 472 West Broadway Condominium (hereinafter the "condominium") established pursuant to MGL c. 183A, as same may be amended by Master Deed dated August 3rd, 2022 and recorded with the Suffolk County Registry of Deeds in Book 68055, Page 284.

The post office address of the Subject Unit is 472 West Broadway, Unit 202, South Boston, MA 02127. The land of the Condominium is described in said Master Deed. This Condominium Unit Deed, the Subject Unit, Master Deed and the Condominium are subject to the provisions of Massachusetts General Laws Chapter 183A.

The Subject Unit is shown on the Master Plans of the Condominium filed with the Suffolk County Registry of Deeds and the verified statement of registered architect in the form required by Massachusetts General Laws, Chapter 183A, Section 8, is affixed to said Master Plans.

The Subject Unit is hereby conveyed together with:

1. an undivided 5.4323% interest in the common areas and facilities of the Condominium as described in the Master Deed;
2. an easement for the exclusive use of the storage area in the lobby ("Stor. Clos. #5), as shown on the Plans;
3. an easement for the exclusive use of Unit 202 Mechanical Closet, as shown on the Plans;
4. an easement for the continuance of all encroachments by the Subject Unit on the adjoining units or on the common areas and facilities existing as a result of the construction of the Building, or which may come into existence hereafter as a result of:
 - (a) settling of the Building, or (b) condemnation or eminent domain proceeding, or (c) alteration or repair of the common areas and facilities or any part thereof done pursuant to the provisions of the Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust of 472 West Broadway Condominium Trust as the same may be from time to time amended, or (d) repair or restoration of the Building or any Unit therein after damage by fire or other casualty; and
5. An easement to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities located in the other units and serving the Subject Unit.

The Subject Unit is hereby conveyed subject to:

1. easements in favor of adjoining units and in favor of the common areas and facilities for the continuance of all encroachments of the adjoining units or common areas and facilities

on the Subject Unit, existing as a result of construction of the Building; or which may come into existence hereafter as a result of:

(a) settling of the Building, or (b) condemnation or eminent domain proceeding, or (c) alteration or repair of the common areas and facilities or any part thereof done pursuant to the provisions of the Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust of 472 West Broadway Condominium Trust as the same may be from time to time amended or (d) repair or restoration of the Building or any Unit therein after damage by fire or other casualty;

2. an easement in favor of the Owners of other units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities located in the Subject Unit and serving the other units;

3. the provisions of the Master Deed and Master Plans of the Condominium recorded simultaneously with and as part of the Master Deed, and the provisions of the Declaration of Trust of 472 West Broadway Condominium Trust and the Rules and Regulations thereto (which Declaration of Trust of 472 West Broadway Condominium Trust and Rules and Regulations, dated August 3, 2022, and recorded with the Suffolk County Registry of Deeds in Book 68055, Page 310), as the same may be amended from time to time by instruments recorded with said Deeds, which provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time an interest or estate in the Subject Unit, his family, tenants, servants, visitors and occupants, as though such provisions were recited and stipulated at length therein;

4. easements, rights, obligations, provisions, agreements, restrictions, building line limitation, zoning regulations, public utility and telephone easements, easement in favor of the Declarant of the Master Deed, and all other matters set forth or referred to in the Master Deed; and

5. the provisions of Massachusetts General Laws Chapter 183A.

The Subject Unit is intended to be used only for residential purposes, subject to restrictions and provisions of the Master Deed, Condominium Unit Deed, 472 West Broadway Condominium Trust and Rules and Regulations thereof, as may from time to time be amended.

For Mortgagor's title see Deed recorded with said Registry in Book 68243, Page 318

The premises are to be sold subject to and with the benefit of all easements, restrictions, encroachments, building and zoning laws, unpaid taxes, tax titles, water bills, municipal liens and assessments, prior liens or other encumbrances of record, rights of tenants and parties in possession.

TERMS OF SALE:

A deposit of TEN THOUSAND DOLLARS AND 00 CENTS (\$10,000.00) shall be required to be paid to the mortgagee in cash, by certified or bank's cashier check at the time and place of sale; the mortgage holder and its designees are exempt from this requirement. The high bidder will be required to sign a written Memorandum of Sale at the close of bidding. The balance of the purchase price is to be paid by certified check or by bank cashier's check within 30 days from the date of the sale at the offices of mortgagee's attorney. The

description of the premises contained in said mortgage shall control in the event of a typographical error in this publication. **TIME WILL BE OF THE ESSENCE.**

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

Jeanne D'Arc Credit Union
Present Holder of said Mortgage,
By Its Attorney,
Edward P. McCarthy
McCarthy Law Office, LLC
303 Wyman Street, Suite 300
Waltham, MA 02451
(781) 577-6686