

MORTGAGEE'S SALE OF REAL ESTATE  
33 Bowdoin Street, Unit 2, Boston, Massachusetts

By virtue and in execution of the power of sale contained in a certain Mortgage given by 33 Bowdoin Street, LLC to Eagle Bank, said Mortgage dated March 1, 2018 and recorded with the Suffolk County Registry of Deeds, at Book 59260, Page 272, as amended in Book 63832, Page 261, and further amended in Book 65681, Page 32, 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 11:00a.m. on the 12<sup>th</sup> day of April, 2023 on the mortgaged premises, hereinafter described, all and singular the premises described in said Mortgage to wit:

Locus: 33 Bowdoin Street, Unit 2, Boston, Massachusetts 02114

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

Unit: 2 (a/k/a "Brick-Stone Unit")

Percentage Interest Per Master Deed: 50%

Area Per Master Deed: 6,332 Sq. Ft., which includes 858 square feet of unfinished basement

Unit Post Office Address: 33 Bowdoin Street, Unit 2, Boston, Massachusetts 02114

The UNIT described above in the 33-35 Bowdoin Street Condominium, a condominium created by Master Deed dated July 18, 2016 and recorded with the Suffolk County Registry of Deeds in Book 56455, Page 267, and in accordance with the provisions of General Laws Chapter 183A, as Amended, including by FIRST AMENDMENT TO MASTER DEED DATED MARCH 1, 2018 and recorded in Book 59260, Page 257 in said registry, (the "Master Deed"). The UNIT contains the AREA listed above and is laid out as shown on the Floor Plans filed with the Master Deed and to which is affixed a verified statement in the form provided for in General Laws Chapter 183A.

The UNIT is conveyed together with the above listed PERCENTAGE INTEREST (a) in the common areas and facilities of the Condominium, as described in the Master Deed, as may be amended, and (b) is subject to the terms of the 33-35 Bowdoin Street Condominium Trust under Declaration of Trust dated July 18, 2016 and recorded in said Registry of Deeds in Book 56455, Page 290, as may be amended, together with any by-laws and rules and regulations from time to time adopted thereunder.

The Unit is further conveyed with the rights and easements of the Mortgagor stated in the Master Deed, including, but not limited to those rights and easements appurtenant to the Brick-Stone Unit described in Section 3, Description of Building, to subdivide the Brick-Stone Unit to create additional Units within the Brick-Stone Building; as further described in Section 15, Right to Create Additional Units, subsection (B) Brick-Stone Unit. Together with all other rights and easements of the Mortgagor stated in the Master Deed, including, but not limited to those rights stated in Section 16, Brick-Stone Unit Owner Rights wherein the Mortgagor shall contain and possess all of the rights stated therein along with those rights described within Section 8, Special Amendments, Section 9, Amendments, and Section 15, Declarant's Rights, respectively.

This UNIT is to be used for residential purposes as stated in the Master Deed.

For Title reference, see Deed of 33-35 Bowdoin Street LLC, dated July 18, 2016, and recorded with the Suffolk County Registry of Deeds, Book 56455, Page 345.

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: FIFTY THOUSAND (\$50,000.00) 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 Eagle Bank. 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.

EAGLE BANK  
By its attorney,

RICCARDO L. RULLO  
LAW OFFICES OF FRANK. N DARDENO  
424 BROADWAY  
SOMERVILLE, MA 02145  
617-666-2600

Dated: 3/15/2023