

NOTICE OF JUDICIAL SALE OF REAL ESTATE

Based upon events of default occurring under a certain mortgage executed by Borrower/Mortgagor 614 East 7th Street LLC, a Massachusetts limited liability company, delivered to Lender/Mortgagee FTF Lending LLC, a Delaware limited liability company, dated September 27, 2021, and recorded in BK 66370 at PG 1; DOC 107527 with the Suffolk County Registry of Deeds, and in execution of the Consent Judgment Entry and Decree of Mortgage Foreclosure entered on February 21, 2023 in *FTF Lending LLC v. 614 East 7th Street LLC, et al.*, U.S. District Court, District of Massachusetts, Boston Division, Case 1:22-cv-10768-JCB, Paul E. Saperstein Company, Inc. shall offer for sale at **Public Auction on December 8, 2023 at 11:00 a.m. local time** at 614 East 7th Street, South Boston, MA 02127, all and singular the premises described in said mortgage, to wit:

All the land and improvements thereon consisting of two parcels of land known and numbered as 614 East Seventh Street, South Boston, Suffolk County, Massachusetts 02127, more particularly described as follows:

PARCEL ONE

A certain piece or parcel of land with the buildings thereon standing, situated in that part of Boston called South Boston, numbered 614 East Seventh Street, being the seventh house in a block of seven brick houses, counting Easterly from K Street, bounded and described as follows:

Commencing at a point on the Northerly side of Seventh Street, opposite the centre of a brick partition wall between the house on the granted premises and the house adjoining next Westerly and thence running.

EASTERLY: on Seventh Street, Nineteen (19) feet to an eight foot passageway, thence

NORTHERLY: by said passageway, Sixty-Six (66) feet, Six (6) inches; thence about

NORTHERLY-NORTH WESTERLY: Eleven (11) feet, Six (6) inches; thence about

NORTHERLY: Eleven (11) feet, Nine (9) inches; thence

SOUTHERLY: through the centre of said partition wall, Ninety (90) feet to the point of beginning.

Reserving a passageway Eight (8) feet wide along the rear of the granted Premises, the same to be forever kept open for the use, in common with all the owners and occupants for the time being of the said seven brick houses and granting a right to use, in common with the others, two other passageways each Eight (8) feet wide leading out of the first above described passageway, one along the Westerly side and the other along the Easterly side of said block of houses on Seventh Street.

Being the same Premises conveyed to the Grantor by Deed of Marie E. Gearin dated June 16, 1999 recorded in Suffolk County Registry of Deeds in Book 23910, Page 144.

PARCEL TWO

About 1904 square feet of land on the Northerly side of a passageway from the Northerly side of East Seventh Street in that part of Boston known as South Boston and at a point commencing at the Northeast side of said passageway in the rear of #614 East Seventh Street.

SOUTHERLY: 47.6 feet to land formerly owned by Mary Strazdas, thence at a right angle

WESTERLY: 40 feet to rear of an adjoining estate now or formerly of Francesca Zangla numbered 609 East Sixth Street; thence at a right angle

NORTHERLY: 47.6 feet; thence

EASTERLY: at a right angle 40 feet to the point of beginning.

This conveyance is made with all rights to free use of passageway as recorded in Book 3272, Page 225.

Being the same Premises conveyed to the Grantor by Deed of Marie E. Gearin dated June 16, 1999 recorded in Suffolk County Registry of Deeds in Book 23910, Page 147.

For Grantor's title, see Deed recorded herewith.

Address(es): 614 East 7th Street, South Boston, MA 02127 (Parcel ID 0702274000)

The description of the Property appearing in the mortgage to be foreclosed shall control in the event of a typographical error in this publication.

For Mortgagor's Title, see Deed recorded in BK 66369 at PG 341; DOC 107526.

The Property will be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens 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 reference to such restrictions, easements, improvements, liens or encumbrances is made in the Deed.

TERMS OF SALE: The foreclosure sale shall occur at the Property. The successful bidder shall tender a non-refundable earnest money deposit towards the purchase price of \$20,000.00, by bank check or certified check, at the time and place of sale. Said deposit may be held at the option of the Mortgagee as liquidated damages for any default by the successful bidder. The balance shall be paid within 30 days from the date of sale. Deed shall be provided to successful bidder for recording upon receipt of the full balance of the purchase price. The successful bidder shall be required to sign a Memorandum of Sale at the time of sale containing the terms herein and any additional terms as set forth in the Memorandum of Sale or as announced at the sale.

In the event the successful bidder at the Public Auction fails to perform in the time specified to purchase the Property, the Mortgagee reserves the right, at its sole election, to sell the Property by foreclosure deed to the other qualified bidders, in descending order beginning with the next highest bidder, provided that in each case the next highest bidder delivers to Mortgagee the amount of the required deposit within 3 business days after written notice of default of the previous highest bidder and promptly executes a Memorandum of Sale providing for performance within 30 days of execution. The Mortgagee also reserves the right, at its sole election, to assume the bid of any defaulting or declining bidder. 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 any adjourned sale date by public proclamation at the time and date appointed for the adjourned sale date.

Other terms to be announced at the sale.

For inquiries concerning the Public Auction, please contact Paul E. Saperstein Co. at www.pesco.com.

FTF Lending, LLC, present holder of mortgage, by its Attorneys, Gingo Palumbo Law Group, LLC, Michael J. Palumbo, Esq., 4700 Rockside Rd, Ste 440, Independence, OH 44131, (216) 503-9512, michael@gplawllc.com, and Lippes Mathias LLP, Brendan H. Little, Esq., 50 Fountain Plz, Ste 1700, Buffalo, NY 14202, (716) 853-5100, blittle@lippes.com