

NOTICE OF JUDICIAL SALE OF REAL ESTATE

Based upon events of default occurring under a certain mortgage executed by Borrower/Mortgagor 746 East 4th Street LLC, a Massachusetts limited liability company, delivered to Lender/Mortgagee FTF Lending LLC, a Delaware limited liability company, dated April 15, 2021, and recorded in BK 683 at PG 167; DOC 2021-00919302; CERT 137567 with the Suffolk County Registry of Deeds, and in execution of the Consent Judgment Entry and Decree of Mortgage Foreclosure entered on February 16, 2023 in *FTF Lending LLC v. 746 East 4th Street LLC, et al.*, U.S. District Court, District of Massachusetts, Boston Division, Case 1:22-cv-10765-DLC, Paul E. Saperstein Company, Inc. shall offer for sale at **Public Auction on December 8, 2023 at 1:00 p.m. local time** at 746 East 4th Street, South Boston, MA 02127, all and singular the premises described in said mortgage, to wit:

That certain parcel of land situated in that part of Boston called South Boston in the County of Suffolk and Commonwealth of Massachusetts, bounded and described as follows:

SOUTHERLY by East Fourth Street, Twenty and 73/100 (20.73) feet;

WESTERLY by land now or formerly of Nellie I. Roberts, One Hundred Twenty-Five (125) feet;

NORTHERLY by lands now or formerly of Gertrude M. McAuliffe and of Cornelius J. Collins et al, Twenty and 26/100 (20.26) feet; and

EASTERLY by land now or formerly of Mary E. Moffett, One Hundred Twenty-Five (125) feet; the line running in part through the middle of a wall.

All of said boundaries are determined by the Court to be located as shown upon Plan Numbered 16091-A, filed with Certificate of Title No. 35012, the same being compiled from a Plan drawn by T.B. Kenney, Civil Engineer, dated March 21, 1936, and additional data on file in the Land Registration Office, all as modified and approved by the Court.

For Grantor's title, see Deed recorded herewith.

Address(es): 746 East 4th Street, South Boston, MA 02127 (Parcel ID 0602630000)

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 683 at PG 167; DOC 2021-00919300; CERT 137567.

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