

## **NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE**

By virtue and in execution of the Power of Sale contained in a certain Mortgage (the "Mortgage") given by Jan Steenbrugge to The Cooperative Bank, dated August 2, 2021, recorded at the Suffolk County Registry of Deeds in Book 66046, Page 57, of which Mortgage the undersigned is the present holder, for breach of the conditions of said Mortgage and for the purpose of foreclosing the same will be sold at Public Auction at 2:00 P.M. on the 12<sup>th</sup> day of September, 2023 at 175 Marlborough Street, Unit #2, Boston, Suffolk County, Massachusetts, all or singular the premises described in said Mortgage,

To wit:

Unit 2 of the 175 Marlborough Condominium located at 175 Marlborough Street, Boston, Massachusetts, created pursuant to and in accordance with the provisions of Massachusetts General Laws Chapter 183A by Master Deed dated May 3, 1978 and recorded with Suffolk County Registry of Deeds in Book 9059, Page 461, as amended by First Amendment and Restatement of Master Deed for 175 Marlborough Condominium dated October 28, 1985 and recorded in Book 12034, Page 18 and Second Amendment to and Restatement of Master Deed for 175 Marlborough Condominium dated November 29, 1992 and recorded in Book 17911, Page 326 (the "Master Deed").

Unit 2 contains 4,171 square feet, more or less, and is laid out as shown on the unit plans attached to the Master Deed and is conveyed together with a 61% undivided interest in the Common Area and Facilities together with the right to park one vehicle as set forth and described in the Master Deed.

Unit 2 is subject to and has the benefit of all applicable provisions contained in said Master Deed and in the Declaration of Trust (including By-Laws) of the 175 Marlborough Condominium Trust, dated May 3, 1978 and recorded with said Registry on May 26, 1978 in Book 9059, Page 476, as amended by First Amendment to and Restatement of Declaration of Trust dated November 1, 1985 and recorded in Book 12034, Page 32 and Second Amendment to Declaration of Trust dated December 6, 1992 and recorded in Book 17912, Page 1 and the rules and regulations from time to time adopted thereunder by said Trust, including without limitations, the provisions for assessment of common expenses.

For title see deed recorded herewith.

Premises to be sold and conveyed subject to and with the benefit of all occupancies, tenancies, rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public or private 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: A deposit of One Hundred Thousand Dollars (\$100,000.00) by certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to

be paid by certified or bank check at the Law Office of William F. Barry, 222 North Main Street, Suite 4, Natick, MA 01760 within thirty (30) days from the date of sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. In the event of an error in this publication, the description of the premises contained in said mortgage shall control.

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

**The Cooperative Bank**  
Present holder of said mortgage  
By its Attorney,  
William F. Barry, Esquire  
Law Office of William F. Barry  
222 North Main Street, Suite 4  
Natick, MA 01760