

## NOTICE OF JUDICIAL SALE OF REAL ESTATE

Based upon events of default occurring under a certain mortgage executed by Borrower/Mortgagor TCP 595 E 7th LLC, a Massachusetts limited liability company, delivered to Lender/Mortgagee FTF Lending LLC, a Delaware limited liability company, dated August 31, 2020, and recorded in BK 63676 at PG 226; DOC 73567 with the Suffolk County Registry of Deeds, and in execution of the Consent Judgment Entry and Decree of Mortgage Foreclosure entered on February 27, 2023 in *FTF Lending LLC v. TCP 595 E 7th LLC, et al.*, U.S. District Court, District of Massachusetts, Boston Division, Case 1:22-cv-10665-DLC, Paul E. Saperstein Company, Inc. shall offer for sale at **Public Auction on December 21, 2023 at 10:00 a.m. local time** at 595 East 7th Street, South Boston, MA 02127, all and singular the premises described in said mortgage, to wit:

A certain lot or parcel of land with the buildings thereon situated in that part of Boston called South Boston and bounded and described as follows:

Commencing at a point on the Southerly side of Seventh Street, One Hundred Eight-Five feet Easterly from the corner of Seventh and K Streets;

Thence running Easterly, Fifty-Five (55) feet;

Thence turning and running Southerly, One Hundred Twenty-Five (125) feet;

Thence turning and running Westerly on the land formerly of the heirs of Hall J. Hoe, Fifty-Five (55) Feet;

Thence turning and running Northerly One Hundred Twenty-Five (125) feet to the point of beginning.

For Grantor's title, see Deed recorded herewith.

Address(es): 595 East 7th Street, South Boston, MA 02127 (Parcel ID 0702304000)

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 63676 at PG 223; DOC 73566.

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](http://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](mailto: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](mailto:blittle@lippes.com)