

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by 261 Tappan Realty LLC to CCG Fund 1 LLC, dated November 22, 2022 and recorded at Norfolk County Registry of Deeds on November 22, 2022, in Book No. 40935, at Page 286, and assigned to CCG Fund II, LLC by assignment dated December 1, 2022 and recorded at Norfolk County Registry of Deeds in Book 40950, Page 204, of which mortgage the undersigned is the present holder CCG Fund II, LLC, for breach of the conditions of said mortgage and for the purpose of foreclosing same will be sold at public auction at 11:00 AM, on January 5, 2024 on the mortgaged premises being known as 261 Tappan Street, Brookline, MA, being all and singular the premises described in said mortgage to wit:

The land with the building thereon, being designated as Lot A, on a Plan of Land recorded in Norfolk Registry of Deeds on August 26, 2022, in Plan Book 714, Page 79, as prepared by Peter Nolan & Associates.

Being a portion of the land conveyed to the Grantor in a deed recorded with the Norfolk County Registry of Deeds in Book 38215, Page 130 on August 14, 2020.

Being the same premises as conveyed to the mortgagor by deed of Tappan Street Development LLC 233 Harvard Street, #306 Brookline, MA 02446, dated November 22, 2022, recorded at Norfolk County Registry of Deeds in Book No. 40935, at Page 284.

The above described premises will be sold **SUBJECT TO** and with the benefit of all restrictions, easements, covenants, conditions, building and zoning laws, to any and all unpaid taxes, tax titles, water and sewer charges, municipal or other public taxes, assessments or liens, rights of tenants and parties in possession, if any.

TERMS OF SALE:

A deposit of \$50,000.00 DOLLARS shall be required to be made to the mortgagee in cash, by certified or by cashier's check at the time and place of the sale as a deposit. The successful bidder will be required to execute an Auction Sale Agreement immediately after the close of the bidding. The balance of the purchase price shall be paid in cash, by certified check, by cashier's check, or other check satisfactory to Mortgagee's attorney within thirty (30) days thereafter at the offices of BARSH AND COHEN, P.C., Attorneys for the Mortgagee, 500 Turnpike Street Suite 201, Canton, MA 02021, in exchange for which and at such time and place, the deed shall be delivered to the purchaser for recording.

The Mortgagee reserves the right to amend the foregoing terms of sale by written or oral announcement made before the auction sale, during the sale thereof or at the commencement of or during any postponed sale, the right to bid at the sale, to reject any and all bids, and to postpone the sale up until the time the property is declared sold by the auctioneer.

The description of the premises contained in said mortgage shall control in the event of an error in the Notice of Mortgagee's Sale or its publication.

OTHER TERMS TO BE ANNOUNCED AT THE TIME AND PLACE OF THE SALE.

Dated: December 6, 2023

(signed:) CCG Fund II, LLC
Present Holder of said Mortgage
By its Attorneys,
Barsh and Cohen, P.C.

Neil Cohen, Esquire
Attorney for the Mortgagee
500 Turnpike Street Suite 201, Canton, MA 02021
(617) 332-4700