

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Crystal Development Group, LLC to Crowd Lending Capital, LLC, dated March 31, 2023 and recorded at Middlesex County (Southern District) Registry of Deeds on April 3, 2023, in Book No. 81389, at Page 506, of which mortgage the undersigned is the present holder Crowd Lending Capital, LLC, for breach of the conditions of said mortgage and for the purpose of foreclosing same will be sold at public auction at 12:00 PM, on December 3, 2024 on the mortgaged premises being known as 8 Crystal Street, Melrose, MA, being all and singular the premises described in said mortgage to wit:

The land with the buildings thereon situated in Melrose, Middlesex County, Massachusetts, comprising the greater part of Lot Two (2) on a Plan of Land in Melrose, belonging to Bethesda K. Shepherdson, by W.C. Stevens, Surveyor, dated April 1913, and recorded with Middlesex South District Deeds, Plan Book 273, Plan 13, bounded and described as follows, viz:-
NORTHERLY by Crystal Street by two lines, seventeen and 96/100 (17.96) feet, and thirty-seven and 06/100 (37.06) feet;
WESTERLY by Lot 3 on said plan, ninety-two and 89/100 (92.89) feet;
SOUTHERLY by land conveyed to City of Melrose by Clara M. Shepherdson, seventy and 90/100 (70.90) feet;
EASTERLY by Lot 1 on said plan, fifty-six and 43/100 (56.43) feet;
SOUTHERLY again by said Lot 1, nine and 30/100 (09.30) feet; and
EASTERLY again by said Lot 1, twenty-nine (29) feet.

Comprising the whole of Lot 2 (2) except so much thereof as was so conveyed by Clara M. Shepherdson to the City of Melrose.

Together and with and subject to any and all rights in a certain driveway extending along the westerly line of said Lot 2, to the rear of the building on said premises as now laid out.

Also, together with and subject to any and all rights in a certain 12' Right of Way "Driveway Easement" as depicted in a certain Plan of Land in Melrose dated March 11, 1988, by Fred W. Gould, Surveyor, recorded with said Registry on March 16, 1988, as Plan No. 327 of 1988, over the abutting property currently located at and known as 792 Main Street, Melrose, MA, as described in a deed recorded at said Registry in Book 18926, Page 251, and also filed with the Land Court Division of said Registry as Document No. 769455.

Being the same premises as conveyed to the mortgagor by deed of Trinity Properties LLC, dated March 30, 2023, recorded on April 3, 2023 at Middlesex County (Southern District) Registry of Deeds in Book No. 81389, at Page 503.

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 \$10,000.00 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: November 3, 2024

(signed:) Crowd Lending Capital, LLC
Present Holder of said Mortgage
By its Attorneys,
Barsh and Cohen, P.C.

Neil Cohen, Esquire
Attorney for the Mortgagee
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