

## MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Mortgage") given by **Lincoln Street Property Owner, LLC** ("Mortgagor") whose last known address is 45 Main Street, Suite 800, Brooklyn, NY 11201, to **MSD RCOF Partners XXXIX, LLC, a Delaware limited liability company, in its capacity as Agent**, the present holder ("Mortgagee"), which Mortgage is dated September 14, 2022, and recorded with the Suffolk County Registry of Deeds on September 15, 2022 in Book 68212, Page 69, for breach of the conditions of said Mortgage and for the purpose of foreclosing, the same will be sold at public auction at **11:00 A.M. local time on March 20, 2025** (the "Auction"), on the Property described below, said Property believed to be known as 1 Lincoln Street, Boston, Suffolk County, Massachusetts, all and singular, and as more fully described in said Mortgage, to wit:

### Property:

#### Parcel I

A parcel of land in the City of Boston, Central District, County of Suffolk, bounded on the East side of Lincoln Street and the John F. Fitzgerald Expressway, bounded on the South side by Essex Street, bounded on the West side by Kingston Street and bounded on the North side by Bedford Street, shown on a plan entitled, "One Lincoln Street, Plan of Land in Boston, Massachusetts, Central District, Suffolk County, Scale 1:1240, 6 April 2001", drawing number 255.77M, prepared by Gunther Engineering, Inc., recorded in Book 26348, Page 341.

Beginning at the southeasterly corner of said parcel, said corner being the intersection of the westerly side of Lincoln Street and the northerly side of Essex Street, being also on the northwesterly location line of the John W. Fitzgerald Expressway; thence running

S 70-15-31 W 61.42 feet by a northwesterly location line of said John F. Fitzgerald Expressway and by an area of said Expressway abandoned and discontinued and again by said location line; thence

S 19-44-29 E. 2.08 feet; thence

S 67-17-17 W 42.59 feet to the northerly side of Essex Street, the last two courses being by a northwesterly location line of said John F. Fitzgerald Expressway; thence

N 85-06-13 W 43.41 feet by a northwesterly location line of the John F. Fitzgerald Expressway and by the northerly side of Essex Street to the easterly side of discontinued Columbia Street; thence

N 85-05-34 W 30.00 feet by southerly end of the discontinued Columbia Street; thence

N 81-11-30 W 59.81 feet to land now or formerly of the Kingston 88 Limited Partnership, the last two courses being along the northerly side of Essex Street; thence

N 03-52-59 E 51.94 feet; thence

N 85-48-13 W 0.50 feet; thence

N 03-52-59 E 16.22 feet; thence

N 86-51-07 W 14.12 feet; thence

S 03-08-53 W 0.83 feet; thence

N 86-51-07 W 107.51 feet to the easterly side of Kingston Street, the last six courses being by said land of Kingston 88 Limited Partnership; thence

N 06-31-51 W 0.85 feet; thence

N 06-11-30 W 53.07 feet; thence

N 07-04-10 W 77.15 feet; thence

N 06-40-36 W 10.51 feet to a point of tangency, the last three courses being along the easterly side of Kingston Street; thence

Northerly 86.56 feet by a curve to the right of 50.00 feet radius to a point of tangency on the southerly side of Bedford Street; thence

S 87-29-10 E 163.31 feet along the southerly side of Bedford Street to the West side of discontinued Columbia Street; thence

S 87-29-10 E 15.01 feet along the northerly end of discontinued Columbia Street to the centerline of said street; thence

S 04-37-02 W 110.71 feet by the centerline of said Columbia Street; thence

S 85-22-58 E 15.00 feet to land now or formerly of Patrick Callahan; thence

S 84-48-30 E 40.19 feet; thence

N 05-11-30 E 0.17 feet; thence

S 84-48-30 E 22.13 feet; thence

N 06-11-31 E 0.33 feet to said land of Lincoln National Life Insurance Company, the last four courses being by said land of Patrick Callahan; thence

N 06-11-31 E 7.99; thence

S 83-43-56 E 13.60 feet to land now or formerly of Henry C. Brookings, the last two courses being by said land of Lincoln National Life Insurance Company; thence

S 06-16-04 W 0.50 feet; thence

S 83-43-56 E 64.80 feet to the westerly side of Lincoln Street, the last two courses being by said land of Lincoln National Life Insurance Company; thence

S 06-45-32 W 121.75 feet along the westerly side of Lincoln Street and along the northwesterly location line of said John F. Fitzgerald Expressway to the point of beginning.

Together with the benefit of the following Easement Parcels:

1. Easement Agreement to Kingstone Bedford Joint Venture LLC from Kingston LLC dated November 10, 2000 and recorded in Book 25552, Page 94; affected by Confirmatory Easement Agreement dated November 10, 2000 recorded at Book 25590, Page 2; as further affected by an Easement Agreement and Amendment to Existing Easement Agreement, dated March 31, 2004 by and between First States Investors 228, LLC and Lafayette Lofts LLC, recorded on May 18, 2004 at Book 34556, Page 179.
2. Easement Agreement in Kingstone Bedford Joint Venture LLC from 99 Bedford Limited partnership dated as of July 17, 2000 and recorded in Book 25589, Page 325; as affected by First Amendment of Easement Agreement dated as of September 4, 2002 and recorded on December 5, 2002 in Book 30018, Page 312.
3. Pedestrian Easement by and between 99 Bedford Limited Partnership and Kingstone Bedford Joint Venture LLC dated as of September 4, 2002 and recorded on December 5, 2002 in Book 30018, Page 312.
4. Service Line Easement by and between 99 Bedford Limited Partnership and Verizon New England, Inc., to Kingstone Bedford Joint Venture LLC dated as of September 4, 2002 and recorded on December 5, 2002 at Book 30018, Page 298.

Note: The easements set forth in Items 3 and 4 above are located as shown on a plan entitled "One Lincoln Street Easement Plan of Land in Boston, Massachusetts dated July 30, 2002 by Gunther Engineering, Inc. Drawing No. 255.76M and recorded with the Suffolk County Registry of Deeds on December 5, 2002 in Plan Book 30018, Page 298.

## **Parcel 2**

A parcel of land in the City of Boston, Boston proper, County of Suffolk consisting of a portion of the John F. Fitzgerald Expressway Surface Road as altered and laid out April 12, 1955 as Layout No. 4287 and on October 18, 1955 as Layout 4359, and abandoned on June 14, 2000 as Layout 7601 as recorded in Book 25464, Page 291 and shown on a plan entitled "The Commonwealth of Massachusetts, Plan of Road in the City of Boston, Suffolk County, Altered and Laid Out as a State Highway by the Department of Highways, Scale 20 feet to the Inch, Layout No. 7601, Plan prepared by Gunther Engineering, Inc., Drawing No. 25557M" dated June 9, 2000, hereinafter referred to as Plan 3, said parcel being located on the northerly side of John F. Fitzgerald Expressway and being further described as follows:

That portion of the following described parcel of land bounded by, and extending upwards from, a lower horizontal plan at elevation 16.00 Boston City Base;

Beginning at a point bearing S 70-15-31 W. 9.32 feet from the intersection of the westerly sideline of Lincoln Street and the northwesterly location line of said John F. Fitzgerald Expressway; thence

S 49-37-02 W 19.88 feet; thence

N 40-22-58 W 2.50 feet; thence

S 49-37-02 W 8.21 feet; thence

N 85-22-58 W 18.33 feet to the former location line of said layout 4359 and Layout 4287; the last four courses being by the remaining portion of said John F. Fitzgerald Expressway; thence

N 70-15-31 E 43.87 feet by said former location line of Layout 4359 and Layout 4287 to the point of beginning.

Meaning and intending to convey the same premises as described in a Deed recorded with the Suffolk County Registry of Deeds on December 29, 2006 in Book 41037, Page 328.

### **Permitted Encumbrances**

1. Rights of tenants in possession, as tenants only, under prior written, but unrecorded leases, without rights or option to purchase including without limitations, rights of first offer, right of refusal and any similar right.
2. Real Estate taxes and assessments for the year 2022 and subsequent years, which are a lien, not yet due and payable.
3. Party Wall agreements recorded as follows: a. Book 2613, Page 305 and b. Book 2149, page 57.
4. Easement from Kingston Bedford Joint Venture to Verizon New England, Inc. dated November 15, 2000 recorded in Book 25590, Page 26.
5. An Easement Agreement from Kingston Bedford Joint Venture to Kingston LLC dated November 10, 2000 and recorded with the Suffolk County Registry of Deeds at Book 25552, Page 94; as affected by a Confirmatory Easement Agreement dated November 10, 2000 and recorded with said Deeds in Book 25590, Page 2; and as further affected by an Easement Agreement and Amendment to Existing Easement Agreement, dated March 31, 2004, by and between First States Investors 228, LLC and Lafayette Lofts LLC, recorded on May 18, 2004 with said Deeds at Book 34556, Page 179.
6. Easement Agreement by and between Kingston Bedford Joint Venture LLC and 99 Bedford Limited Partnership dated July 17, 2000 and recorded with the Suffolk County Registry of Deeds at Book 25589, Page 325; as affected by First Amendment to Easement Agreement dated September 4, 2002 and recorded on December 5, 2002 with said Deeds at Book 30018, Page 268.

7. Pedestrian Easement by and between 99 Bedford Limited Partnership and Kingston Bedford Joint Venture LLC dated as of September 4, 2002 and recorded on December 5, 2002 with the Suffolk County Registry of Deeds at Book 30018, Page 312.
8. Matters shown on an ALTA plan entitled “One Lincoln Street ALTA/NSPS Land Title Survey in Boston, Massachusetts, Central District — Suffolk County, prepared for: Lincoln Street Property Owner, LLC, Prepared by: DGT Associates, Inc., 803 Summer Street, 1st Floor, Boston, MA 02127, dated August 31, 2022, Job Number S-1101.02 (the “Survey”).
  - A. Overhead camera encroaches on to Kingston Street by over 1 foot, as plotted on Survey
9. Service Line Easement by and between 99 Bedford Limited Partnership and Version New England, Inc., to Kingston Bedford Joint Venture LLC dated as of September 4, 2002 and recorded on December 5, 2002 at Book 30018, Page 298.

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Said Property will be sold subject to and/or with the benefit of any and all rights, agreements, restrictions, easements, improvements, covenants, outstanding tax titles, municipal or other public taxes, assessments, liens or claims in the nature of liens, and existing encumbrances of record existing and/or created prior to the Mortgage.

Said Property will be sold subject to all leases and tenancies having priority over said Mortgage, to tenancies or occupation by persons on the Property now and at the time of said auction, to the extent that any such tenancies or occupation may be subject to said Mortgage, to rights and claims of personal property installed by tenants or former tenants now located on the Property having priority over said Mortgage and also to all laws and ordinances including, but not limited to, all building and zoning laws and ordinances.

Said auction sale may include all of the articles, fixtures and equipment now or hereafter situate on the Property or used or intended to be used therewith, as provided in the Mortgage.

In the event of a discrepancy between this notice and the Mortgage as to the description of the real estate, the Mortgage will control.

### **TERMS OF SALE**

To participate in the Auction, all bidder(s) other than Mortgagee exercising rights of credit bid, shall be required to pay into a non-interest bearing escrow in accordance with Mortgagee’s written instructions, cash in the amount of one million dollars (\$1,000,000.00) (“Deposit”) not later than March 19, 2025 at 4:00 pm to demonstrate prior to the commencement of bidding at the Auction the ability to make the Deposit against the purchase price.

The successful bidder(s) of the Property, immediately upon conclusion of the bidding at the Auction, shall (a) deliver the Deposit to be held in escrow and applied against the purchase price, and (b) sign the Memorandum of Sale including, among others, the following terms: (i) the successful bidder shall increase its Deposit in escrow to an amount equal to five percent (5%) of the purchase price within five (5) business days from the date of Auction, (ii) the balance of the

purchase price shall be paid in cash within thirty (30) days from the date of Auction, at which time the deed for the Property shall be delivered; (iii) the Deposit paid at the time of the sale shall be forfeited if the successful bidder does not comply strictly with the terms of the Memorandum of Sale; and (iv) the successful bidder(s) will be responsible for the payment of state documentary stamps and any, and all fees, including recording fees, associated with the transfer of title.

Mortgagee reserves the right to reject any and all bids. Further, Mortgagee may designate the second highest bidder as the "Backup Bidder" and retain a Deposit for the Backup Bidder that would be applied against any sale should the successful bidder not close on the sale within sixty (60) days of the Auction.

Other terms, if any, to be announced at the time and place of sale.

**MSD RCOF Partners XXXIX, LLC, a Delaware limited liability company, in its capacity as Agent**

Present Holder of said Mortgage

Attorneys for said holder:

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*and*

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