

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by 237 Old Main Road LLC to Crowd Lending Fund One, LLC, dated May 17, 2023 and recorded at Barnstable County Registry of Deeds on May 18, 2023, in Book No. 35790, at Page 289, of which mortgage the undersigned is the present holder CC REIT SUB II, LLC, by virtue of an Assignment to CC REIT SUB I, LLC dated May 30, 2023 and recorded at Barnstable County Registry of Deeds on November 7, 2024, in Book No. 36663, at Page 78, and an Assignment to CC REIT SUB II, LLC dated May 30, 2023 and recorded at Barnstable County Registry of Deeds on November 7, 2024, in Book No. 36663, at Page 44588, for breach of the conditions of said mortgage and for the purpose of foreclosing same will be sold at public auction at 1:00 PM, on April 10, 2025 on the mortgaged premises being known as 237 Old Main Road, North Falmouth, MA, being all and singular the premises described in said mortgage to wit:

The land located in Falmouth (North), Barnstable County, Commonwealth of Massachusetts, together with the buildings thereon, described as follows:

The premises shown as Parcel "C" on a plan entitled "Plan of Land in No. Falmouth, Mass., owner: Monica D. Stratton" dated November 18, 1985, and filed with Barnstable Registry of Deeds in Plan Book 410, Page 16.

Said conveyance is made subject to and together with all rights, easements, restrictions and covenants of record, in so far as the same remain in force and applicable.

Being the same premises as conveyed to the mortgagor by deed of 237 Old Main LLC, dated November 4, 2022, recorded at Barnstable County Registry of Deeds on December 30, 2022 in Book No. 35571, at Page 58.

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 \$7,500.00 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: March 7, 2025

(signed:) CC REIT SUB 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