

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Zero Malvern LLC to MSA Mortgage, LLC, dated December 17, 2021 and recorded at Middlesex County (Southern District) Registry of Deeds on December 20, 2021, in Book No. 79387, at Page 247, of which mortgage the undersigned is the present holder MSA Mortgage, 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 June 3, 2025 on the mortgaged premises being known as Zero Malvern Avenue, Somerville, MA, being all and singular the premises described in said mortgage to wit:

A certain parcel of land with the buildings thereon in Somerville, Middlesex County, MA.
Being shown as Lot Seven (7) in Block F on Plan of Valuable House of Lots for sale on the site of Camp Cameron situated in North Cambridge and West Somerville dated February 5, 1901, duly recorded with the Middlesex South Registry of deeds, bounded and described as follows:
Southwesterly by Malvern Avenue, thirty-three (33) feet;
Northwesterly by lot eighth (8) on said plan, ninety-one and 21/100 (91.21) feet; Northeasterly by land of owners unknown, thirty-three and 16/100 (33.16) feet;
Southeasterly by Lot six (6) on said plan, eighty-eight and 45/100 (88.45) feet
Containing 2,964 square feet of land, being any and all said measurements, more or less.

Being the same premises as conveyed to the mortgagor by deed of Henry P. Wagner and Carole G. Wagner, dated February 5, 2021, recorded on February 22, 2021 at Middlesex County (Southern District) Registry of Deeds in Book No. 77013, at Page 364.

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 \$20,000.00 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: April 28, 2025

(signed:) MSA Mortgage, 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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(617) 332-4700