

**MORTGAGEE'S SALE OF REAL ESTATE
(Including Personal Property Collateral)**

By virtue of and in execution of the Power of Sale contained in a certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing given by Scape Charlesgate, LLC to CMTG Lender 31 LLC ("Mortgagee") dated as of April 18, 2019 and recorded with Suffolk County Registry of Deeds (the "Registry") in Book 60990, Page 200 (the "Mortgage"), as affected by (a) Assignment of Interest Under Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing and Assignment of Leases and Rents by Mortgagee to CMTG MS Finance LLC dated as of June 21, 2019 and recorded with the Registry in Book 61354, Page 329, and (b) Assignment of Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing by CMTG MS Finance LLC to Mortgagee dated as of June 26, 2025 and recorded with the Registry in Book 71609, Page 135, of which Mortgage the undersigned is the present holder, for breach of the conditions of said Mortgage and for the purpose of foreclosing the same, there will be sold at Public Auction beginning at 12:00 P.M. (Noon) the 12th day of August, 2025, on the mortgaged premises located at 2 Charlesgate West, Boston, Massachusetts, all and singular the premises and property described in said Mortgage as the Property (hereinafter, the "Mortgaged Property"), which Mortgaged Property consists of those certain parcels of land together with the improvements situated thereon located at and known as 2 and 6 Charlesgate West and 1161 Boylston Street, Boston, Massachusetts, and the appurtenant rights associated therewith, which land is more particularly described in the Mortgage as follows, to wit:

PARCEL I - 2 and 6 Charlesgate West, Boston, Massachusetts

Two certain parcels of land, together with the buildings and improvements thereon, situated in Boston, Suffolk County, Massachusetts, being shown as Lot 1 and Lot 2 on a plan entitled "Subdivision Plan of Land in Boston, Mass.," New England Survey Service, Inc., Civil Engineers and Surveyors, dated August 24, 1955, last revision January 6, 1956, recorded with the Registry in Book 7126, Page 482 (the "Plan"), said Lot 1 and Lot 2 being bounded and described as follows:

LOT ONE:
EASTERLY by Charlesgate West, Forty-six and 51/100 (46.51) feet;
NORTHERLY by Ipswich Street, One Hundred Sixty-seven and 68/100 (167.68) feet;
WESTERLY by the middle line of a passageway, Sixteen (16) feet wide, Thirty-one and 56/100 (31.56) feet;
SOUTHERLY by Lot 2 on the Plan, Twenty-six and 67/100 (26.67) feet;
SOUTHWESTERLY by Lot 2 on the Plan, Thirty-four and 32/100 (34.32) feet;
SOUTHERLY again by Lot 2 said line running in part through the middle of a party wall, One Hundred Eleven and 27/100 (111.27) feet.
Said premises are now known as and numbered 6 Charlesgate West, Boston.

LOT TWO:
EASTERLY by Charlesgate West, 36.11 feet;
SOUTHEASTERLY by Boylston Street 71.05 feet;
SOUTHWESTERLY by Lot 3 on the Plan and by the center of the party wall by two courses, 135.76 feet and 1.07 feet;
SOUTHERLY by said Lot 3, 19.55 feet;
WESTERLY by the middle line of a passageway 16 feet wide shown on the Plan, 20 feet;
NORTHERLY by Lot 1 shown on the Plan, 26.67 feet;
NORTHEASTERLY by said Lot 1, 34.32 feet;
NORTHERLY again by said Lot 1, 111.27 feet.

Said premises are now known as and numbered 2 Charlesgate West, Boston.

Both of the above parcels are conveyed with the benefit of and subject to the use of and full rights of way, in, over and under the passageway shown on the Plan extending from Ipswich Street in common with all others lawfully entitled thereto. Said passageway is commonly known as City of Boston Public Alley No. 938.

Both of the above parcels are hereby conveyed together with an easement to construct and maintain sewer pipes under that certain parcel of land shown as and marked "Sewer Easement" on said first-mentioned plan and have the benefit of and are subject to a certain agreement recorded with the Registry in Book 7109, Page 512 (the "Easement Agreement").

PARCEL II - 1161 Boylston Street, Boston, Massachusetts

Two certain parcels of land with the buildings thereon known as and numbered 1161 Boylston Street in Boston, Suffolk County, Massachusetts, being shown as Lots 3 and D on the Plan being bounded and described as follows:

THE FIRST PARCEL is shown as Lot 3 on the Plan and is bounded and described as follows:
SOUTHEASTERLY by Boylston Street, twenty-six and 61/100 (26.61) feet;
SOUTHWESTERLY by Lot D on the Plan, one hundred thirty-nine and 45/100 (139.45) feet;
WESTERLY by the middle line of a passageway sixteen (16) feet wide, eighteen (18) feet;
NORTHERLY by Lot 2 on the Plan, nineteen and 55/100 (19.55) feet, and
NORTHEASTERLY by said Lot 2, said line running in part through the middle of a party wall, one hundred thirty-five and 76/100 (135.76) feet.

THE SECOND PARCEL is shown as Lot D on the Plan and is bounded and described as follows:

SOUTHEASTERLY by Boylston Street, five (5) feet;
SOUTHWESTERLY by land of owners unknown, one hundred thirty-five and 35/100 (135.35) feet;
WESTERLY by the middle line of a passageway sixteen (16) feet wide, six and 47/100 (6.47) feet; and
NORTHERLY by Lot 3 on the Plan, one hundred thirty-nine and 45/100 (139.45) feet.

Being a part of the premises conveyed to Matthew A. Dunn Realty Corp., by deed dated May 11, 1967 and recorded with the Registry in Book 8818, Page 67.

Both of said parcels are conveyed subject to and with the benefit of the rights to construct and maintain pipes under a certain parcel of land adjoining said Lot D more fully described in the Easement Agreement, and subject to the obligations set forth in paragraph (a) in said grant and with the benefit of the rights to maintain a sewer on land now or formerly of Bicknell Realty Co. as set forth in the Easement Agreement.

The Mortgaged Property will be sold subject to those matters set forth above and to and/or with the benefit of, inter alia, all rights, restrictions, encroachments, improvements, easements, outstanding tax titles, municipal or other public taxes, water, electric and sewer charges, assessments, liens or claims in the nature of liens, if any, to the extent the same are prior to the Mortgage, to tenancies or occupation by persons on the Mortgaged Property now and at the time of said auction, to all encumbrances of record which have priority over the Mortgage, including, but not limited to, covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney and limitations on title, all leases and tenancies having priority over the Mortgage, to rights or claims in personal property installed by tenants or former tenants now located on the Mortgaged Property, and also to all laws and ordinances including, but not limited to, all building and zoning laws and ordinances, all permits and approvals and all conditions contained in said permits and approvals granted in connection with the Mortgaged Property, and also to all rights of the public or rights of the state or federal government or their subdivisions arising as a matter of or under any law.

Please be advised that the Mortgaged Property includes, and Mortgagee shall hold a public sale of, all personal property rights, title and interest (the "Personal Property") in which Mortgagee holds a security interest in connection with the Mortgaged Property. The sale of the Personal Property shall be included with the sale of the Mortgaged Property.

The Mortgagee reserves the right to postpone the sale to a later date by public proclamation at the time and date appointed for the sale, and to further postpone at any adjourned sale date by public proclamation at the time and date appointed for the adjourned sale date.

TERMS OF SALE: A deposit of TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$250,000.00) will be required to be paid by either (a) certified or bank check at the time and place of sale, or (b) by a federal funds wire transfer of immediately available funds received no later than 2:00 P.M. on August 11, 2025 or, if applicable, the business day immediately prior to any adjourned sale date, pursuant to wiring instructions provided by the Auctioneer, as earnest money, which deposit shall be increased by the successful bidder to an amount equal to five percent (5%) of the bid by the delivery of a certified or bank check or by a federal funds wire transfer of immediately available funds received by the Auctioneer no later than 4:00 P.M. on August 14, 2025 (or, if applicable, 4:00 p.m. on the second business day after any adjourned sale date). The balance shall be paid by a certified check, bank cashier's check or by federal funds wire transfer of immediately available funds at the offices of Goulston & Storrs PC, One Post Office Square, Boston, Massachusetts 02109 within 30 days from the date of sale. The deed shall be delivered at the time of said payment of the balance of the purchase price. The description of the Mortgaged Property contained in said Mortgage shall control in the event of an error in this publication. The successful bidder shall be required to sign a Memorandum of Sale at the public auction containing the terms herein and any additional terms set forth in the Memorandum of Sale or announced at the public auction.

In the event that the successful bidder at the foreclosure sale shall default in purchasing the within described Mortgaged Property according to the terms of this Notice and/or the terms of the Memorandum of Sale executed at the time of the foreclosure, the Mortgagee reserves the right, at its sole election, to sell the Mortgaged Property by foreclosure deed, without further advertisement and without further notice to other bidders or persons, to the other qualified bidders, in descending order beginning with the next highest bidder, provided that in each case the next highest bidder delivers to Mortgagee the amount of the required deposit within three (3) business days after written notice of the default of the previous highest bidder and promptly executes a Memorandum of Sale providing for performance within thirty (30) days of execution. Mortgagee also reserves the right, at its sole election, to assume the bid of any defaulting or declining bidder. Information relating to the Mortgaged Property will be available to bidders upon request, subject to the execution and delivery of a confidentiality agreement prepared by the Mortgagee.

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

CMTG LENDER 31 LLC,
a Delaware limited liability company

By its Attorneys,
GOULSTON & STORRS PC
Douglas B. Rosner
Ashley T. Brown
One Post Office Square
Boston, MA 02109
(617) 482-1776

#NY0151389

7/22/25, 7/29/25 and 8/5/2025