

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Elizabeth I, LLC to Nextres, LLC, dated June 28, 2024 and recorded at Suffolk County Registry of Deeds on July 2, 2024, in Book No. 70354, at Page 81, by virtue of an Assignment to Toorak Capital Partners LLC dated July 12, 2024 and recorded at Suffolk County Registry of Deeds on August 20, 2024, in Book No. 70514, at Page 184, of which mortgage the undersigned is the present holder Toorak Capital Partners LLC, for breach of the conditions of said mortgage and for the purpose of foreclosing same will be sold at public auction at 10:00 AM, on August 20, 2025 on the mortgaged premises being known as 367 E Street, Boston, MA, being all and singular the premises described in said mortgage to wit:

PARCEL - (367 E Street, Boston MA 02127) A certain parcel of land with the buildings thereon situated in Boston in the county of Suffolk, bounded in described as follows:

Beginning at a point on the southeasterly side of E Street between Second and Bolton Streets, sixty feet from Second Street;

Then running Southeasterly through the center of a partition wall, forty-five feet to a three -foot passageway;

Thence turning and running on said passageway in a Southwesterly direction twenty feet;

Thence running Northwesterly through the center of a partition wall, forty-five feet to E Street;

Thence turning and running Northeasterly on said E Street twenty feet to the point of beginning;

with the right to use the said passageway in common with others abutting on said passageway and containing nine hundred square feet of land.

Being the same premises as conveyed to the mortgagor by deed of Kathleen Sawyer, dated May 1, 2024, recorded on May 1, 2024 at Suffolk County Registry of Deeds in Book No. 70128, at Page 40.

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: July 17, 2025

(signed:) Toorak Capital Partners 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