

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by 494 Med Street LLC to Crowd Lending Fund One, LLC, dated September 21, 2023 and recorded at Middlesex County (Southern District) Registry of Deeds on September 22, 2023, in Book No. 82026, at Page 562, 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 October 20, 2023 and recorded at Middlesex County (Southern District) Registry of Deeds on February 5, 2024, in Book No. 82459, at Page 195, and by assignment to CC REIT SUB II LLC dated February 5, 2024 and recorded at Middlesex County (Southern District) Registry of Deeds on February 6, 2024, in Book No. 82459, Page 307, 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 September 4, 2025 on the mortgaged premises being known as 494 Medford Street, Somerville, MA, being all and singular the premises described in said mortgage to wit:

The land in Somerville, County of Middlesex and Commonwealth of Massachusetts, together with the buildings thereon, being bounded and described as follows:

Beginning at a point on the Southwesterly side of Medford Street, on the corner of Trull Street, and Thence running Northwesterly by said Medford Street to the center of a passageway between the house on the granted premises and a house on the next adjoining premises twenty-three and 68/100 (23.68) feet, more or less;

Thence running Southwesterly by land now or late of Harlow through the middle of said passageway and in the same line, continuing one hundred two and 45/100 (102.45) feet, more or less, to land now or formerly of Buttimer;

Thence running Southeasterly by said land of Buttimer to said Trull Street, thirty-two and 86/100 (32.86) feet, more or less;

Thence running Northeasterly by said Trull Street, eighty-nine and 52 (89.52) feet, to the point of beginning.

Be any or all of said premises measured more or less, or however otherwise said premises may be bounded, measure, or described.

Said premises are shown on a plan of land in said Somerville, surveyed for Joseph Cohen, dated November 28, 1916 by Charles J. Elliott, Surveyor, duly recorded with said Deeds in Plan Book 255, Plan 4.

Said granted premises are hereby conveyed subject to a right of way at the rear of said premises for the benefit of the adjoining house presently numbered 496 Medford Street, Somerville, Middlesex County, providing access to Trull Street, which may be used for all purposes for which a right of way may now or hereafter commonly be used, both for foot traffic and access for motor vehicles.

Said granted premises are conveyed subject to and with the benefits of restrictions, reservations, easements and encumbrances of record, if any there be, insofar as the same may be in force and applicable.

Said granted premises are situated and numbered 84 Trull Street and 494 Medford Street, in said Somerville.

Said right of way set forth in the tenth paragraph of this deed is limited to eight (8) feet in width and, running along the Southwesterly line of said granted premises adjoining the land of said Buttimer, according to said plan.

Being the same premises as conveyed to the mortgagor by deed of Edward Bernazzani, dated February 26, 2022, recorded at Middlesex County (Southern District) Registry of Deeds on March 31, 2022 in Book No. 79912, at Page 484.

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 \$10,000.00 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: August 2, 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
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