

## MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by McKinley Investment Group, LLC, to HarborOne Bank dated October 28, 2021 and recorded with the Suffolk Registry of Deeds, Book 66568, Page 283, 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 will be sold at Public Auction at 12:00 o'clock, P. M. (noon) on the 10th day of September, A.D. 2025, at the address of the mortgaged property, which is 217-219 D Street, Boston (South Boston), Massachusetts, all and singular the premises described in said mortgage,

To wit: The land in that part of Boston called South Boston and numbered as 217-219 D Street, with the buildings and improvements thereon, bounded and described as follows:

SOUTHWESTERLY: on said D Street, forty and 19/100 (40.19) feet; thence turning and running  
SOUTHEASTERLY: by land now or formerly of J. Riley, thirty-six and 54/100 (36.54) feet;  
thence turning and running  
NORTHEASTERLY: by land now or formerly of one Smith, forty-one (41) feet; thence turning  
and running  
NORTHWESTERLY: by said passageway, thirty-six feet to the point of beginning.

Together with the right of way over and through said passageway.

For Mortgagor's title, see deed recorded in Suffolk County Registry of Deeds in Book 61796, Page 270.

The mortgaged premises will be sold subject to all unpaid real estate taxes, and all outstanding tax titles, municipal or other public taxes, water and sewer charges, assessments, liens, or claims in the nature of liens if any, easements, restrictions, and encumbrances of record created prior to the mortgage, including, without limitation, those evidenced by a certain Declaration of Restrictive Covenants recorded with the Suffolk Registry of Deeds in Book 58848 Page 283. The mortgaged premises shall be sold in an "AS-IS" condition, and subject to and with the benefit of all easements, reservations, and restrictions of record, if any, insofar as the same are now in force and applicable.

Terms of the Sale: TWENTY THOUSAND DOLLARS (\$20,000.00) deposit, by certified or cashier's check (no cash) will be required to be made at the time and place of sale. The successful bidder shall pay the balance upon delivery of the deed within thirty (30) days thereafter at the offices of Christopher R. Vaccaro, Esquire, Dalton & Finegold, LLP, 34 Essex Street, Andover, Massachusetts 01810.

Subject to the next following paragraph hereof, the foreclosure deed and the consideration paid by the successful bidder shall be held in escrow by the mortgagee's attorney, Christopher R. Vaccaro, Esquire (hereinafter called the "Escrow Agent"), until the deed shall be released from escrow to the successful bidder at the same time as the consideration is released to the mortgagee, within thirty (30) days after the date of sale, whereupon all obligations of the Escrow Agent shall be deemed to have been properly fulfilled and the Escrow Agent shall be discharged.

The deposit paid at the time of the sale shall be forfeited if the purchaser does not comply strictly with the terms of the sale. In the event of such breach, the Escrow Agent may release such deposit to the mortgagee, whereupon all obligations of the Escrow Agent shall be deemed to have been

properly fulfilled and the Escrow Agent shall be discharged. The purchaser will be responsible for all closing costs, state documentary stamps, and recording fees.

The successful bidder at the sale of the entire premises shall be required to sign a MEMORANDUM OF TERMS OF SALE containing the above terms at the foreclosure sale.

In the event that the successful bidder at the foreclosure sale shall default in purchasing the within described mortgaged premises according to the terms of this Mortgagee's Sale of Real Estate and/or the terms of the Memorandum of Sale executed at the time of the foreclosure, the mortgagee reserves the right to sell the mortgaged premises by foreclosure deed to the second highest bidder (which may be the mortgagee), provided that the second highest bidder shall deposit with the mortgagee's attorney, Christopher R. Vaccaro, the amount of the required deposit as set forth herein within three (3) business days after written notice of default of the previous highest bidder and title shall be conveyed to said second highest bidder within twenty (20) days of said written notice. If the second highest bidder declines to purchase the mortgaged premises, the mortgagee reserves the right to purchase the mortgaged premises at the amount bid by the second highest bidder. Notwithstanding the foregoing, in the event that the successful bidder defaults, the mortgagee reserves the right, in lieu of selling the mortgaged premises to the second highest bidder, to purchase the mortgaged premises at the amount bid by the second highest bidder.

The description for the premises contained in said mortgage shall control in the event of a typographical error in this publication.

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.

Other terms, if any, are to be announced at the sale.

HarborOne Bank, present holder of said mortgage

By its Attorney  
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