

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Statutory Power of Sale contained in a certain Mortgage, Assignment of Leases and Rents, Fixture Filing, and Security Agreement (Construction) (the "Mortgage") given by 206 Dorchester Realty, LLC (the "Mortgagor"), to CCG Fund 1 LLC dated May 19, 2023 and recorded with the Suffolk County Registry of Deeds on May 19, 2023 in Instrument 29929, Book 69005, at Page 283, said Mortgage being held by Toorak Capital Partners LLC, pursuant to an assignment of Mortgage recorded in the Suffolk County Registry of Deeds on May 22, 2023 in Instrument 30265, Book 69010, at Page 202, for breach of the conditions of said Mortgage and for the purpose of foreclosing the same, the premises described in said Mortgage all and singular will be sold at Public Auction at Twelve O'clock, P.M. on the 12th day of November 2025, at the mortgaged premises located at 204-206 Dorchester Street, Boston, MA, 02127 (the "Property"), to wit:

204 Dorchester Street, Boston, MA 02127:

The land with the buildings thereon situated in that part of Boston called South Boston, bounded and described as follows:

Beginning at the Northeasterly corner of lot numbered 4 on a plan drawn at the request of Anthony Brackett by John Law dated April 1846 recorded with Suffolk deeds, and running Southerly by land now or late of D.J. Coburn fifty-four (54) feet six (6) inches; thence

South by lot numbered 13 on said plan five (5) feet four (4) inches; thence

Westerly by lot numbered 14 on said plan twenty (20) feet three (3) inches;

Northwesterly through the middle of the partition wall of the house on the land hereby conveyed and the adjoining house, fifty-four (54) feet to Dorchester Street; thence

By Dorchester Street twenty-two (22) feet five (5) inches to the point first mentioned.

Also all my right, title and interest in and to a strip of land one foot wide along the Northerly side of the aforesaid land being the same described in the agreement between ransom and Bowies dated September 5, 1853 recorded with Suffolk Deed Book 651, Page 283.

See deed in Book 68723 and Page 296.

206 Dorchester Street, Boston, MA 02127:

The land with the buildings thereon situated in that part of Boston called South Boston now numbered 206 Dorchester Street and bounded and described as follows:

NORTHWESTERLY: by Dorchester Street, thirty (30) feet more or less;

SOUTHWESTERLY: by land now or late of Levi Walbridge, twenty-four and 25/100 (24.25) feet;

WESTERLY: by said land now or late of Walbridge, twenty-four (24) feet, more or less; SOUTHEASTERLY: by land now or late of JP Langley and by land now or late of George B Smith, thirty-seven (37) feet and three (3) inches; and NORTHEASTERLY: by land now or late of Gill, by a line through the middle of a partition wall between the house on the granted premises and the house of said Gill, fifty-four (54) feet.

Being parts of Lots 4 and 14 on a Plan of Land formerly of Anthony Brackett, John Low, Surveyor, dated April 1846, recorded with Suffolk Deeds Book of Plans 2, Plan 28 and the whole Lot C on a plan drawn by Josiah Hentz, dated February 18, 1858, recorded with said deeds, Book 910, Page 69.

See Deed in Book 68497 and Page 196.

Without limiting the generality of the foregoing, said premises will be sold subject to and with the benefit of the following specific items, to the extent the same are in force and applicable:

Those certain Easement Rights granted to NET&T Co. as recorded with the Suffolk County Registry of Deeds on May 9, 2000 at Book 24990, Page 119.

The Property is being sold "as is", "where is", and "with all faults" as of the date of closing, subject to and with the benefit of the following, if any there be, insofar as in force and applicable and having priority over the Mortgage: any and all rights of way, restrictions, easements, improvements, covenants, public assessments, unpaid taxes, tax titles, tax liens, water and sewer liens and any other municipal liens, assessments, oil and hazardous materials and environmental liens, other liens or claims in the nature of liens, rights of parties in possession, attachments and encumbrances, boundary line disputes, overlaps, encroachments and any matters which would be disclosed by an accurate survey and inspection of the premises. It shall be the bidder's sole responsibility to ascertain all items described in this paragraph and no representations are made concerning compliance with applicable zoning, building, sanitary or other state and/or municipal regulations.

TERMS OF SALE: The following "terms of sale" shall apply to the sale. To qualify as a bidder an initial deposit shall be paid at the time and place of the foreclosure sale as specified above in the amount set forth herein ("Initial Deposit"). The Initial Deposit due from the high bidder shall be TWENTY THOUSAND AND 00/100 (\$20,000.00) DOLLARS. Within five (5) business days after the sale an additional deposit shall be paid by the successful bidder sufficient to bring the aggregate deposit up to an amount equal to ten (10%) per cent of the auction price (the "Additional Deposit"). The deposit shall be paid by the successful bidder to Polsinelli PC ("Escrow Agent") as earnest money, by certified or bank cashier's check, unless otherwise announced at the sale. The entire deposit shall be retained by Escrow Agent for liquidated damages in the event the successful bidder fails to perform and as a result does not consummate the sale. The successful bidder will be required to pay the balance of the purchase price within thirty (30) days from the date of sale. TIME WILL BE OF THE ESSENCE.

In the event that the successful bidder at the public auction shall default in purchasing the within described Property according to the terms of this Notice of Mortgagee's Sale and/or the terms of the Memorandum of Sale executed at the public auction, the Mortgagee reserves all of its rights against such successful bidder including, without limitation any deficiency resulting from a resale, whether to the second highest bidder, Mortgagee, or otherwise, together with costs of resale and any costs of maintaining or owning the Property. Mortgagee may, at its election, retain the Initial Deposit and the Additional Deposit as liquidated damages; or, purchase the Property for the amount bid by the successful bidder; or sell the Property to the second highest bidder at the public auction, provided that Mortgagee in its discretion may require, (i) said second highest bidder to deposit with the Escrow Agent the amount of the required deposits as set forth herein within three (3) business days after written notice to the second highest bidder of the default of the previous highest bidder, (ii) the second highest bidder to execute a Memorandum of Sale and (iii) the closing to occur within twenty (20) days of said written notice time being of the essence.

From and after the conclusion of the Sale, all risk of loss or damage to the Mortgaged Property shall pass to, and be borne by, the highest bidder.

The Mortgagee reserves the right to postpone this sale to a later time or date by public proclamation at the time and date appointed for the sale and to further postpone any adjourned sale date by public proclamation at the time and date appointed for the adjourned sale date. The description for the premises contained in said Mortgage shall control in the event of a typographical error in this publication.

The successful bidder shall pay all recording fees and documentary stamps in connection with the transfer of the premises, any costs of obtaining smoke detectors, carbon monoxide detectors and smoke and carbon monoxide detector certificates and the transfer or issuance of any licenses, all real estate taxes, tax titles, and municipal charges due as of the date of sale and those due thereafter through the date of Closing, as well as all of its costs in connection with the transaction, including but not limited to title examinations and title premiums. No adjustments whatsoever will be made, whether for taxes, municipal charges, utilities or otherwise.

Other terms to be announced at the time and place of sale.

Foreclosure deed(s) will be delivered to the purchaser(s) for recording on full receipt of the purchase price. The successful bidder(s) will be required to sign at the auction sale a Memorandum of Sale containing the terms of sale.

Present holder of said Mortgage,

TOORAK CAPITAL PARTNERS LLC

By its attorneys:

Polsinelli PC