

## MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the POWER OF SALE contained in a certain mortgage given by MPN Properties, LLC, a Limited Liability Company organized under the laws of the Commonwealth of Massachusetts to Cambridge Trust Company, a banking institution duly organized under the laws of the Commonwealth of Massachusetts, said mortgage being dated October 5, 2020 and recorded with the Suffolk County Registry of Deeds in Book 63917, at Page 173, as affected by the Partial Releases of Mortgage dated June 17, 2025 and recorded with the Suffolk County Registry of Deeds in Book 71549, at Pages 324 and 325, as affected by an assignment from Eastern Bank, successor by merger with Cambridge Trust Company to Fairport Asset Management II, LLC dated July 10, 2025 and recorded with the Suffolk County Registry of Deeds in Book 71661, at Page 173, of which mortgage the undersigned is the present holder by assignment, for breach of the conditions of said mortgage and for the purpose of foreclosing, the same will be sold at Public Auction at 11:00 A.M. on the 29<sup>th</sup> day of May, 2026 upon the mortgaged premises limited to the Commercial Unit, 362-364 West Broadway, 362-364 West Broadway Condominium, South Boston, Suffolk County, Massachusetts, all and singular being the premises described in said mortgage, to wit:

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

Southwesterly by Broadway, twenty-seven (27) feet; Southeasterly by land formerly of John L. Blake, one hundred forty-five and 50/100 (145.50) feet; Northeasterly by Athens Street, twenty-seven (27) feet; and Northwesterly by land now or formerly of Samuel K. Williams, one hundred forty-five and 50/100 (145.50) feet.

For Mortgagor's Title see deed recorded with the Suffolk County Registry of Deeds in Book 57934, Page 322, as affected by the Master Deed of the 362-364 West Broadway Condominium recorded with the Suffolk Registry of Deeds in Book 62596, Page 41 and the partial releases referred to herein.

Said premises are to be sold and conveyed subject to and with the benefit of all mortgages, restrictions, easements, improvements, outstanding tax titles, municipal or other

public taxes, assessments, federal and state tax liens, other liens and existing encumbrances of record created prior to the mortgage, if there be any, outstanding water and/or sewer charges, to covenants, rights, reservations, conditions and/or other enforceable encumbrances of record created prior to the mortgage, to all tenancies and/or rights of parties in possession, and to rights or claims in personal property installed by tenants, former tenants, or others now located upon the premises, and to rights or claims of others now located upon the premises, if any of the aforesaid there be.

Said premises will also be sold subject to all laws and ordinances, including but not limited to zoning, applicable Massachusetts or local building and/or sanitary codes, and statutory requirements with respect to smoke detectors, lead paint, and rent control, as the same may be applicable. No representations express or implied, are made with respect to any matter concerning the mortgaged premises, which shall be sold "as is".

Together with all rights, easements, and appurtenances now or hereafter thereto belonging, and all fixtures of Mortgagor now or hereafter attached to the property including without limitation the following: portable and sectional buildings, elevators and elevator machinery, heating apparatus, ovens, refrigerators, motors, plumbing fixtures, gas and electric fixtures, fire-extinguishing systems, shades, screens, blinds, pipes, boilers, tanks, screen doors, awnings, storm doors and windows, dishwashers, garbage incinerators and receptacles, washing machines, dryers, television antennas, air conditioners, attached floor coverings, trees, hardy shrubs, and perennial flowers, and all other fixtures now or hereafter placed on the Land (hereinafter collectively with the Land, the "Real Property").

#### TERMS OF SALE:

Twenty Thousand and No/100 (\$20,000.00) Dollars in cash or certified or bank treasurer's or cashier's check at the time and place of the sale by the purchaser and the balance of the purchase price must be paid in cash, certified check, bank treasurer's or cashier's check within thirty (30) days after the date of sale and shall be deposited in escrow with Jack J. Mikels, Esq., Jack Mikels & Associates, LLP, 1 Batterymarch Park, Suite 309, Quincy, MA 02169. The deed shall be delivered within thirty (30) days of receipt of the balance of the purchase price, said receipt being the only condition of escrow. The successful bidder shall be required to sign a

Memorandum of Sale containing the above terms at Auction Sale. In the event of a typographical error or omission contained in this publication, the description of the premises set forth and contained in said Mortgage shall control.

OTHER TERMS TO BE ANNOUNCED AT THE SALE.

Fairport Asset Management II, LLC  
By its Attorney-In-Fact  
Michael A. Wirtz  
Jack Mikels & Associates, LLP  
1 Batterymarch Park, Suite 309  
Quincy, MA 02169  
(617) 472-5600

Paul E. Saperstein Company, Inc.  
144 Centre Street  
Holbrook, MA 02343  
(617) 227-6553  
Auctioneer