

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by Ralph Aucella to Jeanne D'Arc Credit Union dated August 30, 2017 and recorded with the Suffolk Registry of Deeds in Book 58451, Page 120 of which Mortgage the undersigned is the present holder, for breach of the conditions of said Mortgage and for the purpose of foreclosing same will be sold at Public Auction at 1:00 PM on the 24th day of September, 2026 at 156 Porter Street, Unit # 207, The Porter 156 Condominium, Boston, Massachusetts 02128, all and singular the premises described in said Mortgage, to wit:

Condominium Unit No. 207 (Unit) in the Condominium known as The Porter 156 Condominium (Condominium), situated at 156 Porter Street, Boston, Suffolk County (County), Massachusetts, created by a Master Deed dated September 21, 2005 and recorded with the Suffolk County Registry of Deeds in Book 38092, Page 53, as amended, together with the benefit of and subject to the exclusive right to use Parking Space 213 as shown on plans filed with said Master Deed and such exclusive and non-exclusive right to use any storage space(s) located within the common areas and facilities of the Condominium and appurtenant to the Unit or used in connection therewith.

The Unit is more particularly described (1) in the Master Deed, (2) such site and floor plans as have been recorded therewith, (3) in the first Unit Deed thereof and (4) copies of portions of such site and floor plans filed therewith, said deed recorded in Book 38274, Page 82 at said Deeds. The Unit is conveyed together with an undivided percentage interest in the common areas and facilities of the Condominium and the same percentage interest in the Organization of Unit Owners as The Porter 156 Condominium Trust, said Trust recorded in Book 38092, Page 100 (the Unit Owners Organization) created by instrument recorded simultaneously with said Master Deed. The Unit and said undivided interests are together referred to as the Mortgaged Premises.

The Mortgaged Premises are conveyed subject to and together with the benefit of (1) the provisions of Chapter 183A of the General Laws (Ter. Ed.) of the Commonwealth of Massachusetts, as amended, (2) the provisions and matters set forth and/or referred to in the Master Deed, (3) the provisions of the instrument creating the Unit Owners Organization and the By-Laws thereunder as recorded with the Master Deed and such Rules and Regulations as may be promulgated thereunder, and (4) the provisions set forth and referred to in the Unit Deed of John J. Hennelly to Mortgagor(s) and recorded HERewith, (Book 58451, Page 116) to which Unit Deed reference is herein made for the title of Mortgagor(s).

The premises are to be sold subject to and with the benefit of all easements, restrictions, encroachments, building and zoning laws, unpaid taxes, tax titles, water bills, municipal liens and assessments, prior liens or other encumbrances of record, rights of tenants and parties in possession.

TERMS OF SALE:

A deposit of FIVE THOUSAND DOLLARS AND 00 CENTS (\$5,000.00) shall be required to be paid to the mortgagee in cash, by certified or bank's cashier check at the time and place of sale; the mortgage holder and its designees are exempt from this requirement. The high bidder will be required to sign a written Memorandum of Sale at the close of bidding. The balance of the purchase price is to be paid by certified check or by bank cashier's check within 30 days from the date of the sale at the offices of mortgagee's attorney. The description of the premises contained in said mortgage shall control in the event of a typographical error in this publication. **TIME WILL BE OF THE ESSENCE.**

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

Jeanne D'Arc Credit Union
Present Holder of said Mortgage,
By Its Attorney,
Edward P. McCarthy
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