

COMMONWEALTH OF MASSACHUSETTS

SALE OF REAL ESTATE
UNDER M.G.L.c.183A:6

By virtue of Judgment and Order of the Brockton District Court (Docket No. 2615CV000009), in favor of TRUSTEES OF THE COLONEL BELL DRIVE I CONDOMINIUM TRUST against JULES M. NONCENT a/k/a JULES M. FRANCOIS establishing a lien pursuant to M.G.L.c.183A:6 on the real estate known as UNIT #32, 32 COLONEL BELL DRIVE of the COLONEL BELL DRIVE I CONDOMINIUM for the purposes of satisfying such lien, the real estate is scheduled for Public Auction at 10:00 O'CLOCK AM ON THE 13TH DAY OF OCTOBER, 2026, AT UNIT 32, 32 COLONEL BELL DRIVE, BROCKTON, MASSACHUSETTS. The premises to be sold are more particularly described as follows:

The dwelling unit (the Unit) known as Unit Number 32 in the Colonel Bell Drive I Condominium (the CONDOMINIUM), located at lot 121A (30, 32 and 34) Colonel Bell Drive, Brockton, Plymouth County, Massachusetts, created by Master Deed date April 8, 2002 and recorded with Plymouth Registry of Deeds in 21865, Page 41 (the Master Deed), in accordance with and subject to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, together with a 33.33 percent (33.33%) undivided interest in the common areas and facilities (the COMMON ELEMENTS) as described in schedule A attached to said MASTER DEED. The UNIT is shown on the Site/Floor plans filed simultaneously with said MASTER DEED, to which is affixed the verified statement of a Registered Professional Land Surveyor in the form required by Section 9 of Chapter 183A. A copy of said plan is recorded with the First Unit Deed recorded in Book 21936, Page 62.

The CONDOMINIUM is comprised of the land with the building thereon (the BUILDING), improvements, and structures shown on the Condominium Site/Floor Plans filed simultaneously with the MASTER DEED.

The UNIT contains 1,058 square feet according to said plans and has a post office address of the Unit 32, 32 Colonel Bell Drive, Brockton, Plymouth County, Massachusetts.

The UNIT is conveyed subject to and together with the benefit of the terms and provisions of said Chapter 183A as it may be amended from time to time; the MASTER DEED referred to above, and the terms, provisions, restrictions and conditions set forth in the Declaration of the COLONEL BELL DRIVE I CONDOMINIUM TRUST, and the By-Laws promulgated thereunder, recorded with the Plymouth County Registry of Deeds in Book 21865, Page 56 (the TRUST); any and all rules and

regulations adopted pursuant to the foregoing documents.

For Grantor's title see deed to JULES M. NONCENT a/k/a JULES M. FRANCOIS dated June 27, 2016 and recorded with the Plymouth County Registry of Deeds in Book 47104, Page 1.

In the event of a typographical error or omission contained in this publication, the description of the premises contained in said Unit Deed shall control.

- TERMS OF SALE:
1. A non-refundable deposit payable in cash, certified or bank check in the amount of Five Thousand (\$5,000.00) Dollars for the unit shall be payable at the Auction.
 2. The balance of the purchase price is to be paid within thirty (30) days of the auction.
 3. An Auctioneer's Release Deed will be issued to the purchaser, upon payment of the balance of the purchase price, within thirty (30) days of auction. The Deed shall convey the premises subject to, and with the benefit of, all restrictions, easements, improvements, outstanding tax titles, municipal or other public taxes, assessments, liens, or claims in the nature of liens, and existing encumbrances of record senior to the lien, whether or not reference to such restrictions, easements, improvements, outstanding tax titles, municipal or other public taxes, assessments, liens or claims in the nature of liens or encumbrances is made in the deed.
 4. Additionally, and not by way of limitation, the sale shall be subject to and with the benefit of any and all tenants, tenancies, and occupants, if any.
 5. No representation is or shall be made as to any amount of taxes due and outstanding.
 6. The successful bidder shall pay the future condominium common charges commencing with the date of the auction.
 7. No representation is or shall be made as to any

other mortgages, liens, or encumbrances of record.

8. No representation is or shall be made as to the condition of the Premises or the Condominium. The Premises shall be sold "as is".
9. Other items, if any, shall be announced at the sale.
10. The sale is subject to and in accordance with the Judgment and Order, a copy of which may be obtained from the seller's counsel, Attorney Pamela M. Jonah, Marcus, Errico, Emmer & Brooks, PC, 45 Braintree Hill Office Park, Suite 400, Braintree, MA 02184, (781) 843-5000.

COLONEL BELL DRIVE I CONDOMINIUM
TRUST,

For the Trustees,
By its Attorneys

MARCUS, ERRICO, EMMER
& BROOKS, PC

Pamela M. Jonah, Esq.
BBO#567289
45 Braintree Hill Office Park, Suite 400
Braintree, MA 02184
(781) 843-5000

Dated: _____