

COMMONWEALTH OF MASSACHUSETTS

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

By virtue of Judgment and Order of the Suffolk Superior Court (Docket No. 2484CV1760), in favor of TRUSTEES OF THE WHITTIER PLACE CONDOMINIUM TRUST against CLAIRE F. TURGEON establishing a lien pursuant to M.G.L.c.183A:6 on the real estate known as UNIT #10F-6, 6 WHITTIER PLACE of the WHITTIER PLACE CONDOMINIUM for the purposes of satisfying such lien, the real estate is scheduled for Public Auction at 1:00 O'CLOCK PM ON THE 22ND DAY OF OCTOBER, 2026, AT UNIT 10F-6, 6 WHITTIER PLACE, BOSTON, MASSACHUSETTS. The premises to be sold are more particularly described as follows:

Unit: Unit 10F-6 in the Whittier Place Condominium (as more particularly described below), together with an undivided 0.12525% interest in common areas and facilities of the Whittier Place Condominium.

Unit's Address: 6 Whittier Place, Boston, MA 02114

The Unit in the Whittier Place Condominium (the "Condominium") located at 6 and 8 Whittier Place, 385 and 375 Charles Street, Boston, Suffolk County, Massachusetts, a condominium established by the Grantor pursuant to Massachusetts General Laws, Chapter 183A, by Master Deed, dated as of January 21, 1986, and recorded with the Suffolk County Registry of Deeds on January 30, 1986 as Instrument No. 394 (the "Master Deed"), and managed and regulated by the Trustees of Whittier Place Condominium Trust under a Declaration of Trust, dated as of January 21, 1986, and recorded with said Deeds on January 30, 1986, as Instrument No. 395 (hereinafter sometimes referred to as either the "Condominium Trust" or the "Declaration of Trust"). The Unit is shown on floor plans recorded simultaneously with the Master Deed and also on the copy of the portion of said plans attached hereto and made a part hereof, to which is affixed the verified statement of a registered architect in the form required by Section 9 of said Chapter 183A.

Also for the consideration set forth above, Grantor grants to Grantee with quitclaim covenants the perpetual (subject however to the termination of the Condominium as provided in the Master Deed and Declaration of Trust) and exclusive right and easement in gross to use the Parking Space, if any, noted above. Such right and easement shall entitle Grantee to park one (1) motor vehicle within the Parking Space. Further, as part of such right and easement Grantee shall have a right of access and egress for such motor vehicle over the ramps and driveways providing access and egress to and from the garage area of the

Condominium and the aisles of such garage as may be reasonably necessary for access and egress to and from the Parking Space for use in its intended purpose. However, Grantee's use of the Parking Space is subject in all respects to the provisions of the Master Deed and Declaration of Trust, including the Rules and Regulations.

The Unit is conveyed together with the benefit of:

1. An easement for the continuance of all encroachments by the Unit on any adjoining units or common areas, facilities, and elements existing as a result of construction of the building in which the Unit is located or which may come into existence hereafter as a result of settling or shifting of said building, or a result of repair or restoration of said building or of the Unit, after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of any alteration or repair to the common areas, facilities and elements made by or with the consent of the Trustees of the Condominium Trust.

2. An easement in common with the owners of other units to use any pipes, wires, ducts, flues, cables, conduits, public utility lines and other common facilities and elements located in any of the other units or elsewhere on the Condominium property which serve the Unit.

3. The benefit of any other rights described in the Master Deed as being appurtenant to the Unit.

The Unit is conveyed subject to:

1. An easement in favor of adjoining units and in favor of the common areas, facilities and elements for the continuance of all encroachments of such adjoining units or common areas, facilities and elements into the Unit, now existing as a result of construction of the building in which the Unit is located, or which may come into existence hereafter as a result of settling or shifting of said building, or as a result of repair or restoration of said building or of any adjoining unit or of the common areas, facilities and elements after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of any alteration or repair to the common areas, facilities and elements made by or with the consent of the Trustees of the Condominium Trust.

2. The restrictions set forth in Section 10 of the Master Deed and all the other provisions of the Master Deed (and the floor plans of the Condominium recorded simultaneously with and as a part of the Master Deed), and Declaration of Trust (including the By-Laws (the "By-Laws") and the Rules and Regulations (the "Rules and Regulations") which are

part of the Declaration of Trust, as they may be amended from time to time by instrument recorded with said Deeds, which provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, his family, servants and visitors, as though such provisions were recited and stipulated at length herein.

For Grantor's title to the premises of which the Unit is a part, see the deed and assignment of lease to Grantor from Charles River Park "B" Company, each dated as of January 2, 1986, and recorded with the Suffolk Deeds on January 30, 1986 as Instrument Nos. 391 and 390, respectively.

In further consideration of Grantor's conveyance of the Unit (and, if applicable, the Parking Space), Grantee by accepting and recording this Deed and by executing this Deed in the space provided below: (i) hereby acknowledges that the Declarant named in the Master Deed (or any successor to the Declarant) has the right to grant easements in gross for use of parking spaces in the Parking Garage (as defined in the Master Deed) pursuant to Section 6(c) of the Master Deed and hereby consents to any grant of such an easement in gross pursuant to said Section; (ii) hereby acknowledges that the owners of adjacent units in the Condominium shall have the right to connect and combining such units in accordance with the provisions of Section 14 of the Master Deed and hereby consents to any connecting and/or combining of Units performed in accordance with the requirements of said Section; (iii) hereby acknowledges that owners of adjacent units of the Condominium shall have the right to effect a transfer of a room or rooms in accordance with the provisions of Section 15 of the Master Deed and hereby consents to any transfer of a room or rooms effected in accordance with the requirements of said Section; (iv) hereby acknowledges that the Trustees have the right to grant easements over the common areas of the Condominium pursuant to Section 19 of the Master Deed and hereby consents to the grant of any easement pursuant to said Section 19; (v) hereby acknowledges that the Declarant shall have the right to designate the Trustees of the Condominium Trust in the manner described in Section 3.1.B of the Declaration of Trust and hereby consents to any such designation of Trustees made by the Declarant; and (vi) hereby acknowledges that the Trustees have the right to acquire and finance on behalf of the Condominium Trust a Superintendent's Unit as provided in Section 5.9.B of the Declaration of Trust and hereby consents to any such acquisition and financing of a Superintendent's Unit by the Trustees. The various acknowledgments and consents set forth in items (i) through (vi) above shall apply to any exercise of the rights enumerated therein or transfers described therein which occurs either before or after the recording of this Deed. Further, all such acknowledgements and consents are binding upon Grantee, Grantee's successors in title to the

Unit (and, if applicable, the Parking Space) and all other successors and assigns of Grantee.

Further still, Grantee by accepting and recording this Deed, and by executing this Deed in the space provided below, hereby appoints and constitutes the Trustees of the Condominium Trust and their respective successors, and each of them acting singly, with full power of substitution, as Grantee's true and lawful proxy and attorney-in-fact with full power coupled with an interest which cannot be revoked to vote for, execute, acknowledge, deliver and record one or more special amendments to the Master Deed pursuant to Section 11(b) of the Master Deed (relating to the transferring of rooms between owners of adjacent units). To the greatest extent permissible by law, the power of attorney granted herein shall also be binding upon all future owners of the Units with the result that all such future owners of the Units shall be deemed to have granted a similar power of attorney to the Trustees of the Condominium Trust.

Grantee hereby covenants that all subsequent deeds of the Unit shall contain a similar consent and acknowledgement and grant of power of attorney from the grantee of such deed to the Trustees of the Condominium Trust and shall be executed by such grantee in the same manner as this Deed. Further, even if such consent and acknowledgment should be omitted, the omission of same from said successive deeds shall not relieve such grantee or successive grantees from such obligations.

For Grantor's title see deed to CLAIRE F. TURGEON dated January 22, 1986 and recorded with the Suffolk County Registry of Deeds in Book 12247, Page 341.

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.

TRUSTEES OF THE WHITTIER PLACE
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: _____