

COMMONWEALTH OF MASSACHUSETTS

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

By virtue of Judgment and Order of the Worcester District Court (Docket No. 2562CV1418), in favor of TRUSTEES OF THAYER POND VILLAGE CONDOMINIUM TRUST against ANDREW B. GEER and KRISTINA M. GEER establishing a lien pursuant to M.G.L.c.183A:6 on the real estate known as - UNIT #17-4, 17-4 THAYER POND DRIVE of the THAYER POND VILLAGE CONDOMINIUM for the purposes of satisfying such lien, the real estate is scheduled for Public Auction at 1:00 O'CLOCK PM ON THE 23RD DAY OF OCTOBER, 2026, AT UNIT 17-4, 17 THAYER POND DRIVE, NORTH OXFORD, MASSACHUSETTS. The premises to be sold are more particularly described as follows:

Unit 17-4 in the Thayer Pond Village Condominium, created by Master Deed dated September 28, 1983 and recorded with the Worcester District Registry of Deeds in Book 7930, Page 203, as may be amended. The mailing address of the Unit is 17 Thayer Pond Drive, Unit 17-4, North Oxford, Massachusetts 01537.

Said Unit No. 17-4 containing 1,211 square feet, more or less, and is laid out as shown on a plan recorded with said Deeds in Book 8743, Page 323, to which is affixed a verified statement in the form prescribed by General Laws Chapter 183A, Section 9, and which plan is a copy of a portion of the plans filed with said Master Deed.

Said Unit is conveyed together with:

- a) An undivided interest of .6996% in the common areas and facilities described in the Thayer Pond Village Condominium Master Deed. In the event that, and at such time as a subsequent Phase or Phases are added to the Condominium by amendment to the Master Deed, the undivided interest of the Unit in common areas and facilities shall be and become that specified in any amended Exhibit A recorded at such time;
- b) An appurtenant easement for the exclusive use of Parking Space No. 99 as described in the Thayer Pond Village Condominium Master Deed and shown on the Plan of Land recorded therewith;
- c) An appurtenant easement for the exclusive use of Storage Locker No. 17-4 as described in the Thayer Pond Village Condominium Master Deed;
- d) The benefit of, and subject to, all easements, rights, observations, restrictions, agreements, and provisions contained in said Master Deed, as may be amended, the Declaration of Trust creating the Thayer Pond Village Condominium Trust and the By-laws contained

therein, dated September 28, 1983 and recorded with said Deeds in Book 7930, Page 261, as the same may be amended of record, and the Rules and Regulations from time to time promulgated thereunder, all of which are hereby incorporated by reference and constitute covenants running with the land and are and shall remain binding upon any person or persons claiming through or under them.

This conveyance is also made subject to and with the benefit of the provisos of said General laws, Chapter 183A as now in force and as from time to time amended, and subject also to a) municipal taxes attributable to such Unit and common areas and facilities, assessed as of the current tax year that are not yet due and payable, which Grantee, by accepting this Unit Deed, assumes and agrees to pay; b) building and zoning laws; and c) those encumbrances set forth and referred to in Exhibit A of said Master Deed, as amended.

For Grantor's title see deed to ANDREW B. GEER AND KRISTINA M. GEER dated May 18, 2021 and recorded with the Worcester County South District Registry of Deeds in Book 65200, Page 356.

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

THAYER POND VILLAGE 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: _____