

COMMONWEALTH OF MASSACHUSETTS

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

By virtue of Judgment and Order of the Hingham District Court (Docket No. 2558CV000336), in favor of MANAGING BOARD OF THE SPINNAKER ISLAND CONDOMINIUM AND YACHT CLUB ASSOCIATION against KENDRA GINSBERG, INDIVIDUALLY AND AS PERSONAL REPRESENTATIVE OF THE ESTATE OF MITCHELL GINSBERG establishing a lien pursuant to M.G.L.c.183A:6 on the real estate known as UNIT 204 HARBOR HOUSE, 1 COMMODORE COURT of the SPINNAKER ISLAND CONDOMINIUM AND YACHT CLUB for the purposes of satisfying such lien, the real estate is scheduled for Public Auction at 1:00 O'CLOCK PM ON THE 21ST DAY OF OCTOBER, A.D. 2026, AT UNIT 204 HARBOR HOUSE, 1 COMMODORE COURT, HULL, MASSACHUSETTS. The premises to be sold are more particularly described as follows:

The condominium unit in Hull, Plymouth County, Commonwealth of Massachusetts, being Unit 204 Harbor House ("Unit") of the condominium known as Spinnaker Island and Yacht Club ("Condominium"), a condominium established pursuant to Massachusetts General Laws, Chapter 183A, by Master Deed dated January 16, 1985 and recorded with Plymouth County Registry of Deeds in Book 5944, Page 169, ("Master Deed") as amended by document dated September 23, 1985 and recorded with said Deeds in Book 6324, Page 169, and document dated November 28, 1986 and recorded with said Deeds in Book 7302, Page 266, and otherwise as amended of record, which unit is shown on floor plans of the building recorded simultaneously with said Master Deed or amendments thereto.

The condominium comprises the land with the buildings, improvements, and structures thereon shown on a plan entitled "Phase III – Spinnaker Island, Hull, Massachusetts", dated September 1, 1986 by R.W. Hart Associates, recorded with said Master Deed, or amendments thereto.

Said Unit is conveyed together with all of the interests enumerated as Item Nos. 1, 2, 3, 4, 5, 6, and 7 in a deed dated January 8, 1987 from Paul R. Townsend et. al., Trustees to Burton Daitch and Jacqueline S. Daitch and recorded with Plymouth Deeds in Book 7419, Page 201, including the exclusive right to use of garage space #12 shown on said site plan, and the undivided interest in the common areas and facilities as set forth therein.

Said Unit is also conveyed subject to the items enumerated as Nos. 1, 2, 3, 4, 5 6, 7 and 8 in said Deed referred to above.

No use may be made of the unit except for dwelling uses and as permitted by the By-Laws of the Condominium. The unit may not be used for any purpose prohibited by any law, rule, regulation or governmental authority or by any agency having jurisdiction over the land, the building or condominium; to permit any nuisance, offensive odor or fumes or hazards to health; or to keep any inflammable, combustible or explosive fluid, material, chemical or substance therein. No structural alteration or addition to the Unit shall be made without the prior written permission of the managing Board of the Condominium. The unit owners will manage and regulate the condominium through an association to be known as Spinnaker Island and Yacht Club Association which has enacted, and is to be governed by the By-Laws, adopted pursuant to Chapter 183A.

For Grantor's title see deed to CARL H. GINSBERG AND MITCHELL GINSBERG dated May 4, 2010 and recorded with the Plymouth County Registry of Deeds in Book 38528, Page 182.

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 Mark S. Einhorn, Marcus, Errico, Emmer & Brooks, PC, 45 Braintree Hill Office Park, Suite 400, Braintree, MA 02184, (781) 843-5000.

SPINNAKER ISLAND CONDOMINIUM AND
YACHT CLUB ASSOCIATION,

For the Trustees,
By its Attorneys

MARCUS, ERRICO, EMMER
& BROOKS, PC

Mark S. Einhorn, Esq.
BBO#655874
45 Braintree Hill Office Park, Suite 107
Braintree, MA 02184
(781) 843-5000

Dated: _____