

COMMONWEALTH OF MASSACHUSETTS

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

By virtue of Judgment and Order of the Boston Municipal Court – West Roxbury Division (Docket No. 2606CV136), in favor of BOARD OF MANAGERS OF THE JEFFERSON SCHOOLHOUSE CONDOMINIUM ASSOCIATION against ESTATE OF JOHN EDWARD GENEGO establishing a lien pursuant to M.G.L.c.183A:6 on the real estate known as UNIT #204, 240 HEATH STREET of the JEFFERSON SCHOOLHOUSE CONDOMINIUM for the purposes of satisfying such lien, the real estate is scheduled for Public Auction at 11:00 O'CLOCK AM ON THE 23RD DAY OF OCTOBER, A.D. 2026, AT UNIT 204, 240 HEATH STREET, JAMAICA PLAIN, MASSACHUSETTS. The premises to be sold are more particularly described as follows:

Unit No. 204 in the Condominium, (the "Unit"). The Unit is more particularly described in the Master Deed and is shown on the floor plans "Floor Plans") recorded with the Registry simultaneously with the Master Deed. All capitalized terms not defined herein shall have the meaning assigned to such terms in the Master Deed.

The Unit is conveyed together with:

1. An undivided 1.27 percent interest in the common areas and facilities (the "Common Elements") of the Condominium (the "Beneficial Interest") as set forth in the Master Deed;
2. An easement for the exclusive use of Parking Space No. subject to the conditions described in the Master Deed; and
3. An easement for the exclusive use of the terrace, if any, to which there is direct access from the Unit as shown on the Floor Plans.

The Unit and the Beneficial Interest are conveyed subject to Chapter 183A and with the benefit of and subject to the provisions of the Master Deeds and of the By-Laws of The Jefferson Schoolhouse Condominium Association dated June 25, 1987, and recorded with the Registry on July 16, 1987, Instrument #351 and 352, insofar as the same are now in force and applicable.

The Unit is intended to be used only for residential purposes and is conveyed subject to the restrictions on use set forth in Section 9 of the Master Deed.

The post office address of the premises which constitute the Condominium is 240 Heath Street, Boston, MA 02130.

For Grantor's title see deed to JOHN EDWARD GENEGO dated July 16, 1987 and recorded with the Suffolk County District Registry of Deeds in Book 13894, Page 74.

The Master Deed referenced herein is recorded with the Suffolk County Registry of Deeds in Book 13889, Page 323.

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 William F. Thompson, Marcus, Errico, Emmer & Brooks, PC, 45 Braintree Hill Office Park, Suite 400, Braintree, MA 02184, (781) 843-5000.

JEFFERSON SCHOOLHOUSE CONDOMINIUM
ASSOCIATION,

For the Trustees,
By its Attorneys

MARCUS, ERRICO, EMMER
& BROOKS, PC

William F Thompson, Esq.
BBO#664790
45 Braintree Hill Office Park, Suite 400
Braintree, MA 02184
(781) 843-5000

Dated: _____