

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

By virtue of a Judgment and Order of the Worcester Superior Court (Civil Action No. WOCV2014-1209), in favor of the Trustees of the Bartley Nolan Condominium Trust against Ronald F. Kamel, Personal Representative of the Estate of Jared J. Kamel, establishing a lien pursuant to M.G.L. c. 183A:6 on the real estate known as Unit B-1 of the Bartley Nolan Condominium with a street address of 7 Beekman Street, Fitchburg, Worcester County, Massachusetts for the purposes of satisfying such lien, the real estate is scheduled for Public Auction commencing at 2:00 p.m. on January 16, 2015 at 7 Beekman Street, Unit B-1, Fitchburg, Massachusetts. The premises to be sold are more particularly described as follows:

DESCRIPTION:

Unit: B-1; Percentage Interest: 4.56; Area: 894 square feet
Unit Post Office Address: B-1, 7 Beekman Street, Fitchburg, MA 01420

Grantor, owner of the UNIT described above in BARTLEY NOLAN CONDOMINIUM created by Master Deed dated June 9, 1986 and recorded with the Worcester Northern District Registry of Deeds in Book 1476, Page 465, as amended, in accordance with the provisions of M.G.L. c. 183A, grants the UNIT to the grantee with Quitclaim Covenants for consideration stated above.

The UNIT contains the AREA listed above and is laid out as shown on a plan recorded in said Registry at Book 1564, Page 402 which is a copy of a portion of the plans filed with the Master Deed, as amended, ad to which is affixed a verified statement in the form provided for in M.G.L. c. 183A, sec. 9.

The UNIT is conveyed together with the above listed PERCENTAGE INTEREST (a) in the common areas and facilities of the Condominium, as described in the Master Deed, as amended, and (b) in the Bartley Nolan Condominium Trust, recorded with said Registry of Deeds in Book 1476, Page 445.

The UNIT is to be used only for residential purposes and for no other purposes, except as may be expressly permitted by the Trustee or Trustees on accordance with the provisions of the Bartley Nolan Condominium Trust.

The grantee acquires the UNIT with the benefit of, and subject to, the provisions of M.G.L. c. 183A, relating to condominiums, as that statute is written as of the date hereof, the Master Deed, as amended, and Condominium Trust referred to above and the bylaws and rules and regulations from time to time adopted thereunder, and all matters of record stated or referred to in the Master Deed, as amended, as completely as if each were fully set forth herein; and subject to real estate taxes attributable to the UNIT which are not yet due and payable.

For title, see Deed to Jared J. Kamel dated April 26, 2002 and recorded with the Worcester County Registry of Deeds in Book 4176, Page 289.

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 \$5,000.00 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 the 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 hereby being satisfied, 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 Erik Shaughnessy, Marcus, Errico, Emmer & Brooks, P.C., 45 Braintree Hill Park, Suite 107, Braintree, MA 02184, (781) 843-5000.

**BARTLEY NOLAN CONDOMINIUM TRUST,
By its Board of Trustees**