

COMMONWEALTH OF MASSACHUSETTS

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

By virtue of Judgment and Order of the Brockton District Court (Docket No. 2315CV399), in favor of TRUSTEES OF LOFTS AT SOCO CONDOMINIUM TRUST against ADRIENNE JACKSON, ET. AL. establishing a lien pursuant to M.G.L.c.183A:6 on the real estate known as UNIT #111, 147 CENTRE STREET of the LOFTS AT SOCO CONDOMINIUM for the purposes of satisfying such lien, the real estate is scheduled for Public Auction at 10:00 O'CLOCK A.M. ON THE 8TH DAY OF JANUARY, A.D. 2024, AT UNIT 111, 147 CENTRE STREET, BROCKTON, MASSACHUSETTS. The premises to be sold are more particularly described as follows:

The unit known as No. 111 ("Unit") in the condominium known as Lofts at SoCo Condominium in Brockton, Plymouth County, Massachusetts ("Condominium"), established pursuant to Massachusetts General Laws, Chapter 183A by Master Deed dated September 22, 2005, recorded Plymouth County Registry of Deeds in Book 31523, Page 16, ("Master Deed"), which Unit is shown on the floor plans ("Plans") of the Condominium recorded simultaneously with the Master Deed, and is shown on the copy of a portion of the Plans recorded with the first Unit Deed at Book 31657, Page 3.

The Unit is conveyed together with:

1. An undivided interest of 1.55% in the common areas and facilities ("Common Elements") of the Condominium described in the Master Deed, attributable to the Unit.
2. An exclusive right to use one (1) storage room as designated for the Unit as storage space number 111.
3. An exclusive right to use one (1) outdoor parking space designated on the plan recorded with the Master Deed as a parking space numbered 70. Said right to use said parking space is subject to the provisions of the Master Deed, and is referred to therein as a primary Parking Space.
4. An easement for the continuance of all encroachments by the Unit on any adjoining units of Common Elements existing as a result of construction of the building, or which may come into existence hereafter as a result or shifting of the building, or as a result of repair or restoration of the building or of the Unit after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain in proceedings, or by reason of an alteration or repair to the Common Elements made by or with the consent of the Trustees.
5. 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 Elements located in any of the other units or elsewhere in the Condominium and serving the Unit.
6. Rights and easements in common with other Unit Owners as described in the Master Deed.

Said Unit is subject to:

1. Easements in favor of adjoining units and in favor of the Common Elements for the continuance of all encroachments of all such adjoining units or Common Elements on the Unit, now existing as a result of construction of the building, or which may come into existence hereafter as a result or shifting of the building, or as a result of repair or restoration of the building or of any adjoining Common Elements after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain in proceedings, or by reason of an alteration or repair to the Common Elements made by or with the consent of the Trustees.
2. An easement in favor of the other units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines, and other Common Elements located in the Unit or elsewhere in the Condominium and serving such other units.
3. Exclusive rights in favor of the owner of any unit to use the storage rooms designated on the Plans and to use the parking spaces as designated from time to time.
4. The provisions of this Unit Deed, the Master Deed, the Trust, and the Plans, as the same may be amended from time to time by instrument recorded in Plymouth County Registry of 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 through such provisions were recited and stipulated at length herein.
5. All easements, agreements, restrictions and conditions of record, insofar as the same are now in force and applicable.

The Unit is intended for residential purposes and no other use may be made of the Unit.

Grantor hereby releases any and all rights of homestead he may have to the property, and swears under the pains and penalties of perjury that no other persons are entitled to any benefits of an existing estate of homestead.

For Grantor's title see deed to ADRIENNE JACKSON dated April 28, 2015 and recorded with the Plymouth County District Registry of Deeds in Book 45554, Page 338.

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 107, Braintree, MA 02184, (781) 843-5000.

LOFTS AT SOCO CONDOMINIUM TRUST,

For the Trustees,  
By its Attorneys

MARCUS, ERRICO, EMMER  
& BROOKS, PC

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Pamela M. Jonah, Esq.  
BBO#567289  
45 Braintree Hill Office Park, Suite 107  
Braintree, MA 02184  
(781) 843-5000

Dated: \_\_\_\_\_