

COMMONWEALTH OF MASSACHUSETTS

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

By virtue of Judgment and Order of the Essex Superior Court (Docket No. 2477CV00787), in favor of BOARD OF MANAGERS OF THE NEW SALEM CONDOMINIUM I against ROY A. PETRE establishing a lien pursuant to M.G.L.c.183A:6 on the real estate known as UNIT #6B, 20-6 FEDERAL STREET of the NEW SALEM CONDOMINIUM I 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 JANUARY, A.D. 2025, AT UNIT 6B, 20 FEDERAL STREET, SALEM, MASSACHUSETTS. The premises to be sold are more particularly described as follows:

The Unit known as No. 6B ("Unit") in the New Salem Condominium, Salem, Essex County, Massachusetts, a Condominium created by Master Deed dated August 13, 1979 recorded with Essex South District Registry of Deeds in Book 6621, Page 001 ("Master Deed"), as amended, which Unit is shown on the floor plans filed simultaneously with said Master Deed and on the copy of the relevant portion of said plans, filed with Book 6668, Page 612.

The Unit is laid out as shown on a plan, which plan is a copy of a portion of the plans filed with said Master Deed and to which is affixed a verified statement in the form provided in M.G.L. Ch. 183A, Sec. 9. It is subject to and with the benefit of the obligations, restrictions, easements, rights and liabilities contained in General Laws Chapter 183A, the Master Deed and the By-Laws filed therewith.

The Unit has the benefit of, and is subject to, the provisions of G.L.C. Ch. 183A, relating to condominiums, as the statute is written as of the date hereof, the Master Deed and By-Laws referred to above and any By-Laws and rules and regulations from time to time adopted thereunder, and all other matters of record stated or referred to in the Master Deed as completely as if each were fully set forth herein all as the same, from time to time may have or shall be amended.

The condominium and each of the units is intended for residential purposes and other uses permitted by the applicable zoning ordinance as set forth in, or limited by, the Master Deed.

The Unit is conveyed together with:

1. Its undivided percentage interest of 12.7% in the common areas and facilities as established by the Master Deed as the same may from time to time be amended.

2. The Unit is conveyed together with an easement for the exclusive use of parking space number 6 as defined in the Master Deed.
3. Said Unit is conveyed together with an easement for the exclusive use of the fenced-in yard, if any, to which there is direct access from the interior of the Unit.
4. An easement for the continuance of all encroachments by the Unit on any adjoining Units or Common Elements existing as a result of construction of the building, or which may come into existence hereafter as a result of settling 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 by reason of an alteration or repair to the Common Elements made by or with the consent of the Board of Managers.
5. An easement in common with the owners of other Units to use any pipes, wires, ducts, flues, cables, conduits, utility lines and other Common Elements located in any of the other Units or elsewhere on the Property, and serving the Unit.

The Unit is conveyed subject to:

1. Easements in favor of adjoining Units and in favor of the Common Elements for the continuance of all encroachments of 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 of settling or shifting of the building, or as a result of repair or restoration of the building or of any adjoining Unit or of the Common Elements after damage or destruction by fire or other casualty or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements made by or with the consent of the Board of Managers.
2. Easements in favor of the other Units to use the pipes, wires, ducts, flues, conduits, cables, utility lines and other Common Elements located in the Unit and serving such other Units.
3. The provisions of Chapter 183A, the Master Deed, By-Laws and floor plans of the Condominium recorded simultaneously with and as part of the Master Deed, as the same may be amended from time to time by instrument duly recorded, 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 though such provisions were recited and stipulated at length herein.

The Unit is conveyed subject to such further easements and restrictions of record, if any, as may be in force and applicable.

For Grantor's title see deed to ROY A. PETRE dated June 20, 2001 and recorded on June 22, 2001 with the Essex South County Registry of Deeds in Book 17333, Page 273.

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 Alexandra R. Hulick, Marcus, Errico, Emmer & Brooks, PC, 45 Braintree Hill Office Park, Suite 107, Braintree, MA 02184, (781) 843-5000.

BOARD OF MANAGERS OF NEW SAELM
CONDOMINIUM I,

For the Trustees,
By its Attorneys

MARCUS, ERRICO, EMMER
& BROOKS, PC

Alexandra R. Hulick, Esq.
BBO#705474
45 Braintree Hill Office Park, Suite 107
Braintree, MA 02184
(781) 843-5000

Dated: _____