

COMMONWEALTH OF MASSACHUSETTS

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

By virtue of Judgment and Order of the Worcester Superior Court (Docket No. 2485CV00490-B), in favor of TRUSTEES OF THE CHARLES CONDOMINIUM TRUST against PATRICIA A. KEATING establishing a lien pursuant to M.G.L.c.183A:6 on the real estate known as UNIT #1, BUILDING 1, 22-1 CHARLES STREET of the THE CHARLES CONDOMINIUM for the purposes of satisfying such lien, the real estate is scheduled for Public Auction at 12:00 O'CLOCK NOON ON THE 25TH DAY OF JUNE, 2025, AT UNIT 1, 22-1 CHARLES STREET, DOUGLAS, MASSACHUSETTS. The premises to be sold are more particularly described as follows:

The Unit identified as No. 1, Building 1, in The Charles Condominium located at Charles Street, Douglas, County of Worcester, Massachusetts, a Condominium established pursuant to Massachusetts General Laws, Chapter 183A, by Master Deed dated September 12, 1985 and recorded November 8, 1985 with the Worcester County Registry of Deeds in Book 9049, Page 118, as amended, and which Unit is shown on a floor plan of the building in Plan Book 544, Page 20. A copy of a portion of said plan depicting said Unit and to which is affixed the verified statement of a Registered Architect as required by Section 9 of said Chapter 183A was filed with the first Deed out for this unit which deed is recorded at the Worcester District Registry of Deeds in Book 9075, Page 13.

Said Unit is conveyed together with:

1. An undivided 8.4 Percent interest appertaining to said Unit in the common areas and facilities of said Condominium and together with the rights and easements appurtenant to said Unit as set forth in said Master Deed.
2. An exclusive right to use parking spaces number 1 and 2, as shown on the Condominium site plan.
3. The exclusive right to use the deck adjacent to such Unit and to which there is direct access from the interior of such Unit.

Said Unit is conveyed subject to and with the benefit of:

1. A right of way, 27 feet in width, from the most westerly point of the parcel described in Exhibit "A" of the Master Deed, to North Street in the Town of Douglas, County of Worcester, Massachusetts, as shown on a plan entitled "Land of Douglas Industries, Douglas, Massachusetts to be conveyed to Angelo Vacchione, February 1, 1967" by John R. Andrews, Jr., R.L.S. which plan is recorded in Worcester District Registry of Deeds in

- Plan Book 306, Page 107, limited in use for emergency purposes only and in common with others entitled thereto including Angelo V. Vacchione and Dorothy M. Vacchione, their heirs and assigns.
2. An easement for cable and wire rights to Massachusetts Electric Company, located approximately as shown on a plan entitled "Land of Douglas Industries, Douglas, Mass. to be conveyed to Angelo Vacchione, February 1, 1967 by John R. Andrews, Jr., R.L.S., which plan is recorded in Worcester District Registry of Deeds in Plan Book 306, Plan 107.
 3. An easement and right of way twenty (20) feet in width adjacent to and parallel with the most southerly courses shown on the site plan, dated September 11, 1985 and recorded with the Worcester District Registry of Deeds at Plan Book 544, Plan 20, which Angelo V. Vacchione and Dorothe M. Vacchione have reserved for themselves, their heirs and assigns for all usual street purposes, under a deed dated August 4, 1984 and recorded in Worcester District Registry of Deeds in Book 8334, Page 54 on August 24, 1984.
 4. The provisions, obligations, restrictions, rights and liabilities contained in Massachusetts General Laws, Chapter 183A, contained in said Master Deed, the Condominium Trust and By-Laws and the Condominium Rules and Regulations and floor plans and site plans of the Condominium recorded as part of the Master Deed, all as amended of record, and as the same may be further amended from time to time by instrument recorded in the Worcester District Registry of Deeds, which provisions together with any amendment thereto shall constitute covenants running with the land and shall bind any person having at any time any interest in the Unit, his or her family, servants and visitors, as though such provisions were recited and stipulated at length herein.
 5. Such taxes, water and sewer use charges, attributable to the Unit and Common Elements for the current fiscal year as are not due and payable on the date of delivery hereof, which taxes and use charges the Grantee hereby assumes and agrees to pay.
 6. Provisions of existing building and zoning law.
 7. Such other restrictions as appears of record.
 8. Use limited to residential purposes as stated in Master Deed and in accordance with the provisions of M.G.L. C 183A.

The post office address of the Unit is 22-1 Charles Street, East Douglas, Massachusetts 01516.

For Grantor's title see deed to PATRICIA A. KEATING dated June 1, 2023 and recorded with the Worcester District Registry of Deeds in Book 69224, Page 48.

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.

THE CHARLES CONDOMINIUM TRUST,

For the Trustees,
By its Attorneys

MARCUS, ERRICO, EMMER
& BROOKS, PC

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

Dated: _____