

COMMONWEALTH OF MASSACHUSETTS

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

By virtue of Judgment and Order of the Quincy District Court (Docket No. 2456CV01992), in favor of TRUSTEES OF THE EXECUTIVE HOUSE CONDOMINIUM TRUST against THERESA AGUDELO establishing a lien pursuant to M.G.L.c.183A:6 on the real estate known as UNIT #2P, 1025 HANCOCK STREET of the EXECUTIVE HOUSE CONDOMINIUM for the purposes of satisfying such lien, the real estate is scheduled for Public Auction at 11:00 O'CLOCK AM ON THE 23<sup>RD</sup> DAY OF SEPTEMBER, A.D. 2025, AT UNIT 2P, 1025 HANCOCK STREET, QUINCY, MASSACHUSETTS. The premises to be sold are more particularly described as follows:

Unit No. 2P, including Storage space #37 of Executive House Condominium created by Master Deed dated August 3, 1981 and filed on August 3, 1981 with Land Court Registry District of Norfolk County of the Land Court as Document No. 415450 noted on Certificate of Title No. 169683 (sic Master Certificate of Title C50).

The unit conveyed is laid out as shown on a plan filed herewith, 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 G.L. c. 183A, 9. It is subject to and with the benefit of the obligations, restrictions, rights and liabilities contained in G.L. c. 183A, the Master Deed and the By-Laws filed therewith. By acceptance of this Deed, and without limiting the generality of the foregoing, Grantee consents to the provisions of the Master Deed, including without limitation, the Declarant's reserved rights and easements therein, including, but not limited to, the Declarant's right to amend the Master Deed pursuant to the terms thereof and constitutes and appoints Grantor As Grantee's attorney-in-fact for the purposes sent forth in the Master Deed, which power of attorney is coupled with an interest, is irrevocable and shall run with the land and be, binding upon Grantee and his/her/their heirs, executors, successors and assigns.

The Condominium and each of the units is intended for residential purposes and other uses permitted by the applicable Zoning Ordinances and as set forth in the Master Deed.

The undivided percentage interest of the unit conveyed hereunder in the common areas and facilities is 0.02953%.

For Grantor's title see deed to THERESA AGUDELO dated July 22, 2005 and recorded with the Norfolk District Registry of Deeds Land Court Division as Document No. 1,072,470 as noted on Certificate of Title No.

C50-32.

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.

TRUSTEES OF THE EXECUTIVE HOUSE  
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: \_\_\_\_\_