

COMMONWEALTH OF MASSACHUSETTS

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

By virtue of Judgment and Order of the Chelsea District Court (Docket No. 2514CV182), in favor of BOARD OF MANAGERS OF THE CARY PLACE CONDOMINIUM ASSOCIATION against HEATHER COHEN establishing a lien pursuant to M.G.L.c.183A:6 on the real estate known as UNIT #15, 33 Cary Avenue of the CARY PLACE CONDOMINIUM for the purposes of satisfying such lien, the real estate is scheduled for Public Auction at 11:00 O'CLOCK A.M. ON THE 12th DAY OF DECEMBER, A.D. 2025, AT UNIT 15, 33 CARY AVENUE, CHELSEA, MASSACHUSETTS. The premises to be sold are more particularly described as follows:

The Unit known as No. 15 (the "Unit") in the Cary Place Condominium, (the "Condominium") located at 33 Cary Avenue, Chelsea, Massachusetts 02150, and established pursuant to Massachusetts General Laws, Chapter 183A, by Master Deed recorded with the Suffolk County Registry of Deeds in Book 13881, Page 35 (the "Master Deed"), 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 recorded with unit deed at Book 15699, Page 140.

The Unit is conveyed together with:

1. An undivided 3.3 percent interest in the common areas and facilities (the "Common Elements") of the Condominium.
2. A permanent easement for the exclusive use of one (1) parking space(s) as shown in the Master Deed.
3. An easement for the continuance of all encroachments by the Unit on any adjoining Units or Common Elements now existing or which may come into existence hereafter as a result of settling or shifting of the building or of the Unit after damage by fire or other casualty, or by reason of alteration or repair to the Common Elements, all as set forth in said Master Deed; and
4. An easement in common with the owners of other Units to use any pipes, wires, ducts, flues, conduits, public utility lines and other Common Elements located in any of the other Units, or elsewhere on the Condominium property, and serving the Unit, all as set forth in the Master Deed.

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 or which may come into existence hereafter as a result of repair or restoration of the building or of any adjoining Unit or of the

Common Elements after damage by fire or other casualty, or after a taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements made as provided in the Master Deed.

2. Easements in favor of the other Units to use the pipes, wires, ducts, flues, conduits, public utility lines and other Common Elements located in the Unit and serving such other Units.
3. The provisions of Chapter 183A, the Master Deed, and floor plans of the Condominium recorded simultaneously with and as part of the Master Deed, and the provisions of the Cary Place Condominium Association and the By-Laws of the Condominium contained therein, recorded with the Master Deed together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time 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.

Homestead Declaration: Grantee hereby declares that this property will be held as a homestead under G.L. c.188. The homestead is acquired for the benefit of her family, and the property will be occupied as a principal residence.

For Grantor's title see deed to HEATHER COHEN dated April 21, 1994 and recorded with the Suffolk County Registry of Deeds in Book 19019, Page 164.

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 William F. Thompson, Marcus, Errico, Emmer & Brooks, PC, 45 Braintree Hill Office Park, Suite 400, Braintree, MA 02184, (781) 843-5000.

CARY PLACE CONDOMINIUM
ASSOCIATION,

For the Trustees,
By its Attorneys

MARCUS, ERRICO, EMMER
& BROOKS, PC

William F Thompson, Esq.
BBO#664790
45 Braintree Hill Office Park, Suite 400
Braintree, MA 02184
(781) 843-5000

Dated: _____