

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. 2556CV1073), in favor of TRUSTEES OF CAPTAIN'S COVE CONDOMINIUM TRUST against BANG LA establishing a lien pursuant to M.G.L.c.183A:6 on the real estate known as UNIT #405, 100 COVE WAY, QUINCY, MASSACHUSETTS of the CAPTAIN'S COVE 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 3RD DAY OF MARCH, 2026, AT UNIT 405, 100 COVE WAY, QUINCY, MASSACHUSETTS. The premises to be sold are more particularly described as follows:

Property Address: 100 Cove Way, Unit #405, Quincy, Massachusetts
02169

Unit #405 in the Captain's Cove Condominium established pursuant to MGL Ch 183A and by the Master Deed of the Captain's Cove Condominium dated October 11, 1985, and recorded with the Norfolk County Registry of Deeds at Book 6821, Page 1, is conveyed together with:

1. An undivided .89888% percent interest in the common areas and facilities of the Condominium described herein, attributable to the Unit. In the event (as provided in the Master Deed) Phase II is added to the Condominium by amendment of the Master Deed, the undivided interest of the Unit in the common areas and facilities shall be and become that specified in Schedule B of the Master Deed.
2. The exclusive right to use any balcony or patio adjoining the Unit and to which the Unit has access.
3. The right to use one parking space in the parking area on an assigned basis.
4. An easement for the continuance of all encroachments by the Unit on any adjoining units or common areas and facilities existing as a result of construction of the building in which the Unit is located or which may come into existence hereafter as a result of settling or shifting of said building, or as a result of repair or restoration of said building or of the Unit, 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 areas and facilities made by or with the consent of the Trustees of

the CAPTAIN'S COVE CONDOMINIUM TRUST (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 areas and facilities located in any of the other units or elsewhere on the Condominium property which serve the Unit.
6. Rights and easements in common with other Unit Owners described in the Master Deed.

Said Unit is conveyed subject to:

1. An easement in favor of adjoining units and in favor of the common areas and facilities for the continuance of all encroachments of such adjoining units or common areas or facilities of the Unit, now existing as a result of construction of said building in which the Unit is located, or which may come into existence hereafter as a result of settling or shifting of said building in which the Unit is located, or as a result of repair or restoration of the building or of any adjoining unit or the common areas and facilities 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 areas and facilities 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, conduits, cables, public utility lines and other common facilities located in the Unit or elsewhere on the Condominium property and serving such other Units.
3. The right in favor of the owner of any unit to use outdoor parking spaces on an assigned basis.
4. Exclusive right and easement in favor of the owner of any Unit to use the balcony or patio adjoining the Unit and to which the Unit has access.
5. The provisions of Massachusetts General Laws Chapter 183A as the same may be amended from time to time.
6. The provisions of this Unit Deed, the Master Deed, the Declaration of Trust of the CAPTAINS COVE CONDOMINIUM TRUST, dated October 11, 1985, and recorded in the Norfolk County Registry of Deeds in Book 6821, Page 44, 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 recorded in Norfolk 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, employees, servants and visitors, as though such provisions were recited and stipulated at length herein.

For Grantor's title see deed to BANG LA dated February 19, 2025 and recorded with the Norfolk County Registry of Deeds in Book 42279, Page 100.

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

CAPTAIN'S COVE 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 400
Braintree, MA 02184
(781) 843-5000

Dated: _____