

COMMONWEALTH OF MASSACHUSETTS

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

By virtue of Judgment and Order of the Westborough District Court (Docket No. 2567CV000210), in favor of TRUSTEES OF THE NORTHBOROUGH MANOR CONDOMINIUM TRUST against WILLIAM LYONS, ET. AL. establishing a lien pursuant to M.G.L.c.183A:6 on the real estate known as UNIT #2C, 39 PLEASANT STREET, NORTHBOROUGH, MASSACHUSETTS of the NORTHBOROUGH MANOR CONDOMINIUM for the purposes of satisfying such lien, the real estate is scheduled for Public Auction at 1:00 O'CLOCK P.M. ON THE 26TH DAY OF JUNE, 2026, AT UNIT 2C, 39 PLEASANT STREET, NORTHBOROUGH, MASSACHUSETTS. The premises to be sold are more particularly described as follows:

The real property with the buildings thereon situated in Northborough, Worcester County, Massachusetts, being more particularly described as follows:

Property address: 39 Pleasant Street, Unit 2C, Northborough, MA 01532

Condominium Unit 2C (the "Unit") situated at 39 Pleasant Street, Northborough, Massachusetts, within Northborough Manor Condominium (the "Condominium") created by Master Deed dated February 8, 1982 and recorded with the Worcester District Registry of Deeds on February 9, 1982 in Book 7412, Page 324, as may be amended from time to time by instruments of record.

The Unit is more described (1) in the Master Deed, (2) such site and floor plans as have been filed or recorded therewith, (3) in the first Unit Deed thereof, and (4) copies of a portion of such site and floor plans filed herewith.

The Unit is conveyed together with an undivided 1.64% interest in the common areas and facilities of the Condominium and the same 1.64% interest in the Organization of Unit Owners known as the Northborough Manor Condominium Trust and the By-Laws contained therein, created by an instrument recorded with the Worcester District Registry of Deeds in Book 7412, Page 348, as may be amended from time to time by instruments of record.

The Unit and said undivided interest are together hereinafter referred to as the Mortgaged Premises. The Mortgaged Premises are conveyed subject to and together with the benefit of (1) provisions of Chapter 183A of the General Laws (Ter.Ed.) of the Commonwealth of Massachusetts, (2) the provisions and matters set forth and/or referred to the Master Deed,

(3) the provisions of the instrument creating the Unit Owners Organization and the By-Laws thereunder as recorded or filed with the Master Deed and such Rules and Regulations as may be promulgated thereunder, and (4) the provisions set forth and referred to in the Unit Deed to Mortgagors filed with said Land Court.

Subject to and with the benefit of easements, reservation, restrictions, and taking of record, if any, insofar as the same are now in force and applicable.

Grantors' hereby voluntarily release any and all homestead rights they have or may have had and hereby state under the pains and penalties of perjury that there are no other persons entitled to any rights, protection or benefits under the Massachusetts Homestead Act. Ch. 188.

For Grantor's title see deed to WILLIAM LYONS dated July 9, 2018 and recorded with the Worcester District Registry of Deeds in Book 59073, Page 329.

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.

NORTHBOROUGH MANOR 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: _____