

COMMONWEALTH OF MASSACHUSETTS

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

By virtue of Judgment and Order of the Lowell District Court (Docket No. 2511CV994), in favor of TRUSTEES OF THE KEITH ACADEMY CONDOMINIUM TRUST against GREGORY A. CAPANO establishing a lien pursuant to M.G.L.c.183A:6 on the real estate known as UNIT #2-27, 201 THORNDIKE STREET of the KEITH ACADEMY CONDOMINIUM for the purposes of satisfying such lien, the real estate is scheduled for Public Auction at 10:00 O'CLOCK A.M. ON THE 24TH DAY OF JULY, A.D. 2026, AT UNIT 2-27, 201 THORNDIKE STREET, LOWELL, MASSACHUSETTS. The premises to be sold are more particularly described as follows:

Condominium Unit 2-27, 201 Thorndike Street, Lowell, Middlesex County, MA and parking space 7 of Keith Academy Condominium created pursuant to Massachusetts General Laws Chapter 183A by Master Deed dated October 22, 1985 recorded in Middlesex North District Registry of Deeds Book 3302, Page 46 together with that percentage of interest in the common areas and facilities appurtenant to the said Condominium Unit as set forth in said Master Deed, subject to and with the benefit of easements, restrictions as set forth in said Master Deed, as amended to date, and subject to and with the benefit of the provisions of Keith Academy Condominium Trust under declaration of trust dated October 22, 1985 recorded in said Registry of Deeds Book 3302, Page 68, as amended to date.

For Grantor's title see deed to GREGORY A. CAPANO dated July 29, 2024 and recorded with the Middlesex North District Registry of Deeds in Book 38651, Page 290.

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.

KEITH ACADEMY CONDOMINIUM TRUST,

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: _____