## COMMONWEALTH OF MASSACHUSETTS

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

By virtue of Judgment and Order of the Boston Municipal Court West Roxbury Division (Docket No. 2306CV163), in favor of TRUSTEES OF THE CANTERBURY VILLAGE CONDOMINIUM TRUST against JERMEL THRASH establishing a lien pursuant to M.G.L.c.183A:6 on the real estate known as UNIT #27, 800 HYDE PARK AVENUE of the CANTERBURY VILLAGE 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 6<sup>TH</sup> DAY OF AUGUST, A.D. 2024, AT UNIT 27, 800 HYDE PARK AVENUE, HYDE PARK, MASSACHUSETTS. The premises to be sold are more particularly described as follows:

Unit No. 27 in The Canterbury Village Condominium created by Master Deed dated September 15, 1980 and recorded September 18, 1980 with the Suffolk County Registry of Deeds in Book 9538, Page 165, as amended by instrument dated October 20, 1980, recorded with said Registry of Deeds in Book 9577, Page 282, in accordance with the provisions of G.L.c. 183A.

The Unit contains the area listed above and is laid out as shown on a plan as recorded with the first deed, which is a copy of a portion of the plans filed with the Master Deed and to which is affixed a verified statement in the form provided for in G.L.c. 183A, Section 9.

The Unit is conveyed with an undivided 1.2634% interest (a) in the common areas and facilities of the Condominium, as described in the Master Deed, and (b) in the Canterbury Village Condominium Trust, recorded with said Registry of Deeds in Book 9538, Page 179.

The unit is to be used only for residential purposes and for no other purposes, except as may be expressly permitted by the Trustees in accordance with the provisions of the Canterbury Village Condominium Trust.

There is conveyed with the Unit an easement for the exclusive use of one parking space in the parking area shown on the Site Plan recorded with Master Deed. This easement must be conveyed together with the Unit. This easement shall terminate upon removal of the premises from Condominium status.

The Grantee acquires the Unit with the benefit of, and subject to, the provisions of G.L.c. 183A, relating to condominiums, as that statute is written as of the date hereof, the Master Deed and Condominium Trust

referred to above and any by-laws and rules and regulations from time to time adopted thereunder, and all matters of record stated or referred to in the Master Deed as completely as if each were fully set forth herein; and subject to real estate taxes attributable to the Unit which are not yet due and payable.

For Grantor's title see deed to JERMEL THRASH dated September 16, 2010 and recorded with the Suffolk County Registry of Deeds in Book 46922, Page 35.

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.

CANTERBURY VILLAGE 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 107 Braintree, MA 02184 (781) 843-5000

Dated:	
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