

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Daisy Chiu to Eastern Bank, dated November 20, 2018 and recorded at Middlesex County (Southern District) Registry of Deeds on January 22, 2019, in Book No. 72146, at Page 35, of which mortgage the undersigned is the present holder Eastern Bank, for breach of the conditions of said mortgage and for the purpose of foreclosing same will be sold at public auction at 10:00 AM, on August 22, 2024 on the mortgaged premises being known as 59 Myrtle Street, Apartment #3, Waltham, MA, being all and singular the premises described in said mortgage to wit:

THE CONDOMINIUM UNIT 3 (HEREINAFTER CALLED THE "SUBJECT UNIT"), IN THE CONDOMINIUM KNOWN AS 59 MYRTLE STREET CONDOMINIUM, A CONDOMINIUM (HEREINAFTER CALLED THE "CONDOMINIUM"), MASTER DEED DATED JUNE 24, 2009, RECORDED ON JUNE 24, 2009 IN THE MIDDLESEX SOUTH REGISTRY OF DEEDS IN BOOK 53063, PAGE 79 (HEREINAFTER CALLED THE "MASTER DEED").

THE POST OFFICE ADDRESS OF THE SUBJECT UNIT IS 59 MYRTLE STREET, UNIT 3, WALTHAM, MA 02453. THE LAND IS DESCRIBED IN SAID MASTER DEED. THIS DEED, THE SUBJECT UNIT AND THE CONDOMINIUM ARE SUBJECT TO THE PROVISIONS OF MASSACHUSETTS GENERAL LAWS, CHAPTER 183A ("CONDOMINIUMS"), AS AMENDED.

THE SUBJECT UNIT IS SHOWN ON THE MASTER PLAN OF THE CONDOMINIUM TITLED "SITE PLAN, 59 MYRTLE STREET, CONDOMINIUM, UNITS 1, 2, 3 & 4, 59 MYRTLE STREET, WALTHAM, MASSACHUSETTS, DATED JUNE 10, 2009" PREPARED BY O.S.C.S. COMPANY, 10 HAMMER STREET, WALTHAM, MA 02453, FILED IN THE MIDDLESEX SOUTH COUNTY REGISTRY OF DEEDS, PLAN DEPARTMENT, AS PLAN NO. 351 OF 2009.

THE SUBJECT UNIT IS HEREBY CONVEYED TOGETHER WITH:

1. AN UNDIVIDED THIRTY-TWO PERCENT (32%) INTEREST IN THE COMMON AREAS AND FACILITIES OF THE CONDOMINIUM DESCRIBED IN THE MASTER DEED APPERTAINING TO THE SUBJECT UNIT;
2. AN EASEMENT FOR THE CONTINUANCE OF ALL ENCROACHMENTS BY THE SUBJECT UNIT ON THE ADJOINING UNITS OR ON THE COMMON AREAS AND FACILITIES EXISTING AS A RESULT OF CONSTRUCTION OF THE BUILDING, OR THAT MAY COME INTO EXISTENCE HEREAFTER AS A RESULT OF:
 - I. SETTLING OF THE BUILDING; OR
 - II. CONDEMNATION OR EMINENT DOMAIN PROCEEDINGS, OR
 - III. ALTERATION OR REPAIR OF THE COMMON AREAS AND FACILITIES OR ANY PART THEREOF MADE PURSUANT TO THE PROVISIONS OF THE MASTER DEED AS THE SAME MAY HAVE BEEN OR MAY BE AMENDED FROM TIME TO TIME, OR THE PROVISIONS OF THE DECLARATION OF TRUST OF THE 59 MYRTLE STREET CONDOMINIUM TRUST AS AMENDED OR MAY FROM TIME TO TIME BE AMENDED; OR
 - IV. REPAIR OR RESTORATION OF THE BUILDING OR ANY UNIT THEREIN AFTER DAMAGE BY FIRE OR OTHER CASUALTY; AND
3. AN EASEMENT TO USE ALL PIPES, WIRES, FLUES, DUCTS, CONDUITS, PLUMBING LINES AND OTHER PORTIONS OF THE COMMON AREAS AND FACILITIES LOCATED IN THE OTHER UNITS AND SERVING THE SUBJECT UNIT.

THE SUBJECT UNIT IS HEREBY CONVEYED SUBJECT TO:

1. EASEMENTS IN FAVOR OF THE ADJOINING UNITS AND IN FAVOR OF THE COMMON AREAS AND FACILITIES FOR THE CONTINUANCE OF ALL ENCROACHMENTS OF THE ADJOINING UNITS OR COMMON AREAS AND FACILITIES ON THE SUBJECT UNIT EXISTING AS A RESULT OF CONSTRUCTION OF THE BUILDING OR THAT MAY COME INTO EXISTENCE HEREAFTER AS A RESULT OF:
 - I. SETTLING OF THE BUILDING; OR
 - II. CONDEMNATION OR EMINENT DOMAIN PROCEEDINGS, OR

III, ALTERATION OR REPAIR OF THE COMMON AREAS AND FACILITIES OR ANY PART THEREOF MADE PURSUANT TO THE PROVISIONS OF THE MASTER DEED AS THE SAME MAY BE FROM TIME TO TIME AMENDED, OR THE PROVISIONS OF THE DECLARATION OF TRUST OF THE 59 MYRTLE STREET CONDOMINIUM TRUST AS AMENDED OR MAY FROM TIME TO TIME BE AMENDED; OR

IV. REPAIR OR RESTORATION OF THE BUILDING OR ANY UNIT THEREIN AFTER DAMAGE BY FIRE OR OTHER CASUALTY; AND

2. AN EASEMENT IN FAVOR OF THE OWNERS OF OTHER UNITS TO USE ALL PIPES, WIRES, FLUES, DUCTS, CONDUITS, PLUMBING LINES AND OTHER PORTIONS OF THE COMMON AREAS AND FACILITIES LOCATED IN THE SUBJECT UNIT AND SERVING THE OTHER UNITS;

3. THE PROVISIONS OF THE MASTER DEED AND MASTER PLANS OF THE CONDOMINIUM RECORDED SIMULTANEOUSLY WITH AND AS PART OF THE MASTER DEED, AND THE PROVISIONS OF THE DECLARATION OF TRUST OF THE 59 MYRTLE STREET CONDOMINIUM TRUST AND THE BYLAWS AND RULES AND REGULATIONS THERETO (WHICH DECLARATION OF TRUST OF THE 59 MYRTLE STREET CONDOMINIUM TRUST, BYLAWS AND RULES AND REGULATIONS. DATED JUNE 24, 2009, RECORDED IN THE MIDDLESEX SOUTH REGISTRY OF DEEDS, BOOK 53063, PAGE 95) AS AMENDED OR MAY FROM TIME TO TIME BE AMENDED BY INSTRUMENTS RECORDED WITH SAID DEEDS, WHICH PROVISIONS, TOGETHER WITH ANY AMENDMENTS THERETO, SHALL CONSTITUTE COVENANTS RUNNING WITH THE LAND AND SHALL BIND ANY PERSON HAVING AT ANY TIME INTEREST OR ESTATE IN THE SUBJECT UNIT, OR DRIVEWAY, INCLUDING HIS OR HER FAMILY, TENANTS, SERVANTS, VISITORS AND OCCUPANTS, AS THOUGH SUCH PROVISIONS WERE RECITED AND STIPULATED AT LENGTH HEREIN;

4. EASEMENTS, RIGHTS, OBLIGATIONS, PROVISIONS, AGREEMENTS, RESTRICTIONS, BUILDING LINE LIMITATION, ZONING REGULATIONS, PUBLIC UTILITY AND TELEPHONE EASEMENTS, EASEMENTS IN FAVOR OF THE DECLARANT OF THE MASTER DEED, AND ALL OTHER MATTERS SET FORTH OR REFERRED TO IN THE MASTER DEED, INCLUDING DRIVEWAY EASEMENT TITLED "PLAN OF LAND, WALTHAM, MA, SHOWING 10' WIDE DRIVEWAY EASEMENT ON #53 MYRTLE STREET AND #59 MYRTLE STREET, JUNE 10, 2009" PREPARED BY O.S.C.S. COMPANY, 10 HAMMER STREET, WALTHAM. MA, 02453, FILED IN THE MIDDLESEX SOUTH COUNTY REGISTRY OF DEEDS, PLAN DEPARTMENT, WITH PLAN NO. 351 OF 2009, AND DRIVEWAY EASEMENT AGREEMENT MADE BETWEEN PATRICK G. GERAGHTY, OWNER OF 53 MYRTLE STREET, WALTHAM, MASSACHUSETTS AND DECLARANT, 59 MYRTLE STREET. LLC, OWNER OF 59 MYRTLE STREET, WALTHAM, MASSACHUSETTS, DATED JUNE 24, 2009 AND RECORDED JUNE 24, 2009 IN BOOK 53063, PAGE 75; AND

5. THE PROVISIONS OF MASSACHUSETTS GENERAL LAWS, CHAPTER 183A (CONDOMINIUMS"), AS AMENDED.

FOR TITLE REFERENCE, SEE CONFIRMATORY CONDOMINIUM DEED OF THOMAS FUHRMANN DATED JUNE 17, 2014 AND RECORDED WITH THE MIDDLESEX SOUTH REGISTRY OF DEEDS IN BOOK 63779, PAGE 341 ON JUNE 19, 2014.

THE SUBJECT UNIT IS INTENDED ONLY FOR RESIDENTIAL USE AS SET FORTH IN THE BYLAWS OF THE 59 MYRTLE STREET CONDOMINIUM TRUST AND RULES AND REGULATION THERETO, AS AMENDED OR MAY FROM TIME TO TIME BE AMENDED.

THE SUBJECT UNIT SHALL NOT BE USED OR MAINTAINED IN AN MANNER INCONSISTENT WITH THE PROVISIONS OF THE MASTER DEED, OR OF THIS UNIT DEED, OR THE 59 MYRTLE STREET CONDOMINIUM TRUST AND THE BYLAWS AND RULES AND REGULATIONS THERETO, AS AMENDED OR MAY FROM TIME TO TIME BE AMENDED.

HEATHER FUHRMANN, THE WIFE OF THE GRANTOR, THOMAS FUHRMANN, HEREBY EXECUTES THIS DEED FOR THE PURPOSE OF RELEASING ANY RIGHTS OF HOMESTEAD THAT SHE MAY HAVE IN THE UNIT. BEING THE SAME PARCEL CONVEYED TO DAISY CHIU, INDIVIDUALLY, GRANTEE(S), FROM THOMAS FUHRMANN, BEING MARRIED, GRANTOR(S), BY VIRTUE OF A DEED DATED JUNE 20, 2014, AND

RECORDED JUNE 20, 2014, IN DEED BOOK 63785, PAGE 377, AS INSTRUMENT NO. 2014-00084349,
COUNTY OF MIDDLESEX, STATE OF MASSACHUSETTS.

It is subject to first mortgage given to Mortgage Electronic Registration Systems, Inc. as a nominee for Mortgage Equity Partners LLC,, dated June 14, 2014 and recorded at Middlesex County (Southern District) Registry of Deeds on June 20, 2014 in Book No. 63785, at Page 381.

Being the same premises as conveyed to the mortgagor by deed of Thomas Fuhrmann, dated June 20, 2014, recorded at Middlesex County (Southern District) Registry of Deeds in Book 63785, Page 377.

The above described premises will be sold **SUBJECT TO** and with the benefit of all restrictions, easements, covenants, conditions, building and zoning laws, to any and all unpaid taxes, tax titles, water and sewer charges, municipal or other public taxes, assessments or liens, rights of tenants and parties in possession, if any.

TERMS OF SALE:

A deposit of \$7,500.00 DOLLARS shall be required to be made to the mortgagee in cash, by certified or by cashier's check at the time and place of the sale as a deposit. The successful bidder will be required to execute an Auction Sale Agreement immediately after the close of the bidding. The balance of the purchase price shall be paid in cash, by certified check, by cashier's check, or other check satisfactory to Mortgagee's attorney within thirty (30) days thereafter at the offices of BARSH AND COHEN, P.C., Attorneys for the Mortgagee, 500 Turnpike Street Suite 201, Canton, MA 02021, in exchange for which and at such time and place, the deed shall be delivered to the purchaser for recording.

The Mortgagee reserves the right to amend the foregoing terms of sale by written or oral announcement made before the auction sale, during the sale thereof or at the commencement of or during any postponed sale, the right to bid at the sale, to reject any and all bids, and to postpone the sale up until the time the property is declared sold by the auctioneer.

The description of the premises contained in said mortgage shall control in the event of an error in the Notice of Mortgagee's Sale or its publication.

OTHER TERMS TO BE ANNOUNCED AT THE TIME AND PLACE OF THE SALE.

Dated: July 18, 2024

(signed:) Eastern Bank
Present Holder of said Mortgage
By its Attorneys,
Barsh and Cohen, P.C.

Neil Cohen, Esquire
Attorney for the Mortgagee
500 Turnpike Street Suite 201, Canton, MA 02021
(617) 332-4700

