

COMMONWEALTH OF MASSACHUSETTS

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

By virtue of Judgment and Order of the Clinton District Court (Docket No. 2468C000004), in favor of TRUSTEES OF THE TIMBERBROOK CONDOMINIUM ASSOCIATION against KEVIN R. JUSSEAUME establishing a lien pursuant to M.G.L.c.183A:6 on the real estate known as UNIT #9-6, 915 EDGEBROOK DRIVE of the TIMBERBROOK CONDOMINIUM for the purposes of satisfying such lien, the real estate is scheduled for Public Auction at 12:00 O'CLOCK NOON ON THE 20<sup>TH</sup> DAY OF SEPTEMBER, A.D. 2024, AT UNIT 9-6, BUILDING 9, 915 EDGEBROOK DRIVE, BOYLSTON, MASSACHUSETTS. The premises to be sold are more particularly described as follows:

For Grantor's title see deed to NEIL A. ORENTAS dated June 21, 2010 and recorded with the Bristol County North District Registry of Deeds in Book 18818, Page 59.

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.

The premises known as 915 Edgebrook Drive, Boylston, Massachusetts, further bounded and described as follows:

The land in Boylston, known and numbered as Unit No. 9-6 (the Unit) in Building No. 9 (the Building) of a Condominium known as Timberbrook in Boylston, Worcester County, Massachusetts, created by Master Deed dated May 23, 1974 and recorded May 31, 1974, in Book 5503, Page 269, as amended July 17, 1974 in Book 5541, Page 284, creating Phase II, further amended on August 7, 1974 in Book 5557, Page 235, creating Phase III, further amended on October 9, 1974 in Book 559, Page 308 creating Phase IV, further amended on November 7, 1974 in Book 5617, Page 247, creating Phase V, further amended on November 7, 1974 in Book 5617, Page 255, creating Phase VI, further amended on May 20, 1975 in Book 5717, Page 49 creating Phase VII, further amended August 27, 1975 in Book 5785, Page 55, creating Phase VIII and further amended from time to time in accordance with and subject to the provisions of Chapter 183A of the General Laws, together with said Unit's appurtenant .00665 undivided interest in the common areas and facilities (the common elements) as described in said Master Deed.

The Unit hereby conveyed is shown on the plans of the Building filed simultaneously with the Master Deed with Deeds, a copy of a portion of which plans are annexed thereto and made a part thereof, to which is affixed a verified statement as required by Section 9 of Chapter 183A of the General Laws.

The Condominium unit is shown on a plan which is comprised of the land with the buildings, improvements and structures thereon, shown on a plan entitled "Timberbrook, a Condominium Phase VIII)" dated August 21, 1975 drawn by Ewald Engineering Co., filed with said Deeds in Plan Book 415, Page 63. The unit is conveyed together with the right to use the Common Elements in common with the owners of the Units, including the right to use pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements located in any of the other units or elsewhere in the Condominium and serving the Unit, and together with an exclusive right to use Garage No. 9-6C and the patio adjacent to said Unit in accordance with the provisions of the Master Deed relating to garages and patios.

The Unit is conveyed subject to and with the benefit of all rights and easements set forth or referred to in the Master Deed.

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The Unit is conveyed subject to and with the benefit of an easement or encroachment in the event that said Unit encroaches upon any other unit or upon any portion of the Common Elements or upon said Unit, as a result of the settling or shifting of the Building of the extent of said encroachment. The Unit is subject to an easement for the benefit of the other Units and the Condominium to use pipes, wires, ducts, flues, conduits, cables, public utility lines, and other Common Elements located in the Unit and serving the other Units or Common Elements.

The Unit is further subject to the provisions of said Chapter 183A as it may be amended from time to time, the restrictions, easements, provisions, and all other matters set forth or referred to in the Master Deed and the provisions of the Master Deed and By-Laws of the Timberbrook Condominium Association filed with said Deeds, in Book 5503, Page 269, as either of the same may be amended from time to time by instrument registered with said Deeds, which matters 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, servants and visitors as though such provisions were recited and stipulated in full herein, and any and all rules and regulations adopted under or pursuant to the foregoing documents.

Grantee for himself, his heirs, successors and assigns, by accepting this deed hereby specifically consents to the provisions of said Master Deed with regard to the creation of additional phase of the Condominium.

There is excluded from said Unit so much of the common Elements as are located with said Unit.

The Unit hereby conveyed is intended for residential use as more specifically set forth in paragraph 6(a) of said Master Deed. The Unit is intended only for residential purposes. No use may be made of the Unit except as a residence of the Owner thereof or permitted lessees and the members of their immediate families, and no Unit or any portion thereof may be used for any purpose except as provided in the Master Deed.

For Grantor's title see deed to KEVIN P. JUSSEAUME dated MARCH 14, 2012 and recorded with the Worcester County District Registry of Deeds in Book 48682, Page 150.

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.

TIMBERBROOK CONDOMINIUM  
ASSOCIATION,

For the Trustees,  
By its Attorneys

MARCUS, ERRICO, EMMER  
& BROOKS, PC

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Pamela M. Jonah, Esq.  
BBO#567289  
45 Braintree Hill Office Park, Suite 107  
Braintree, MA 02184  
(781) 843-5000

Dated: \_\_\_\_\_