

COMMONWEALTH OF MASSACHUSETTS

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

By virtue of Judgment and Order of Woburn District Court (Docket No. 2253 CV 000752), in favor of TRUSTEES OF BROOKMEADOWS OF STONEHAM CONDOMINIUM TRUST against LINDA LORDAN and KEITH LORDAN establishing a lien pursuant to M.G.L.c.183A:6 on the real estate known as UNIT 303, BROOKMEADOWS OF STONEHAM CONDOMINIUM for the purposes of satisfying such lien, the real estate is scheduled for Public Auction at 1 P.M., OCTOBER 23, 2024, AT UNIT #303, 131 FRANKLIN STREET, STONEHAM, MASSACHUSETTS. The premises to be sold are more particularly described as follows:

UNIT No. 303 (the "Unit") at 131 Franklin Street (the "Building" in the condominium known as Brookmeadows of Stoneham (the "Condominium") situated on the southerly side of Franklin Street, Stoneham, Massachusetts which Condominium was create by Fort Bellridge Limited Partnership pursuant to Massachusetts General Laws, Chapter 183, by Master Deed dated October 12, 1982 recorded with said Deeds in Book 14754 Page 381 (the "Maser Deed"), and amended pursuant to the terms of the Master Deed to all, additional phases by amendment of Master Deed - Phase II, dated July 13, 1984, and recorded with said Deeds in Book 15686, Page 481, by Amendment of Master Deed, Phase III dated January 9, 1986 and recorded with said Deeds in Book 16701 Page 136, and by Amendment of Master Deed, Phase IV dated September 29, 1986 and recorded with said Deeds in Book 17444 Page 14. The Unit is more particularly described in the Amendment of Master Deed - Phase IV dated September 29, 1986, and recorded with said Deeds in Book 17444 Page 14 and is shown on plan entitled "Brookmeadows Condominiums, 131 Franklin Street, Stoneham, Massachusetts" dated April 8, 1986, drawn by C. George Elanjian, Registered Architect, recorded with the Amendment of Master Deed - Brookmeadows of Stoneham Phase IV the "Floor Plans).

The Unit is conveyed together with:

1. An undivided .7797 percentage interest in the common area and facilities of the Condominium described in the Amendment of Master Deed - Phase IV. In the event additional phases are added to the Condominium by amendment of the Master Deed, the undivided interest of the Unit in the common areas and facilities shall be and become that specified in Exhibit C of the Master Deed;
2. The exclusive right to use Storage Space No. 20 in the storage room in the building;
3. The exclusive right to use Parking Space No. 152 & 153 as shown on the plan entitled "Brookmeadows of Stoneham - Phase IV, Plan of Land in Stoneham, Mass. (Middlesex County), Owner: Elm Partnership, Scale: 1" = 40', August 6, 1986, BSC

- Bedford, Land Surveyors, Civil Engineers, 18 North Road, Bedford, Mass., a division of Boston Survey Consultants" recorded with the Amendment of Master Deed of Brookmeadows of Stoneham - Phase IV (the "Site Plan").

The Unit and its undivided interest in the common areas and facilities is conveyed subject to and/or with the benefit of;

1. All rights, restrictions, agreements and other matters and provisions referred to or set forth in the Master Deed and the Amendments thereto, the Condominium Trust under Declaration of Trust dated October 12, 1982, recorded with said Deeds in Book 14754 Page 400, the By-Laws contained therein and any rules and regulations promulgated pursuant thereto (hereinafter collectively called the ("Condominium Documents")) insofar as the same are now in force and applicable including but not limited to the reservation made by Fort Bellridge Limited Partnership for the benefit of Fort Bellridge Limited Partnership to Jeffrey S. Pechet dated October 12, 1982, recorded with said Deeds in Book 14754 Page 375;
2. Real estate taxes attributable to the Unit which are not yet due and payable; and
3. The unit is intended to be used only for residential purposes and shall not be used or maintained in a manner contrary to or inconsistent with the Condominium Documents or Chapter 183A, all as set forth in paragraphs 9 and 10 of the Master Deed.

The Grantor, representing under the pains and penalties of perjury, hereby waives any and all rights of Homestead in and to the premises conveyed hereby and warrants and represents that there are not persons entitled to any rights of Homestead under M.G.L. c. 188 in the premises conveyed by this deed.

For title see Unit Deed recorded with Middlesex County Registry of Deeds in Book 70184, Page 494.

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.

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 Ellen A. Shapiro, Allcock & Marcus, LLC, 10 Forbes Road, Suite 400W, Braintree, MA 02184, (781) 884-1660.

TRUSTEES OF  
BROOKMEADOWS OF STONEHAM  
CONDOMINIUM TRUST,  
For the Board of Trustees,  
By their Attorneys

ALLCOCK & MARCUS, LLC

A handwritten signature in blue ink, appearing to read "Ellen A. Shapiro".

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Ellen A. Shapiro, Esq.  
BBO#454000  
10 Forbes Road, Suite 400W  
Braintree, MA 02184  
(781) 781-884-1660

Dated: September 19, 2024