

COMMONWEALTH OF MASSACHUSETTS

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

By virtue of Judgment and Order of the Ayer District Court (Docket No. 2148SC000166), in favor of BROOK VILLAGE CONDOMINIUM ASSOCIATION,, INC. against PETER SHAINIAN establishing a lien pursuant to M.G.L.c.183A:6 on the real estate known as UNIT #24 IN BUILDING NO. M, 32 SPENCER ROAD of the BROOK VILLAGE CONDOMINIUM for the purposes of satisfying such lien, the real estate is scheduled for Public Auction at 12:00 O'CLOCK NOON ON THE 22ND DAY OF NOVEMBER, A.D. 2024, AT UNIT 24, BUILDING NO. M, 32 SPENCER ROAD, BOXBOROUGH, MASSACHUSETTS. The premises to be sold are more particularly described as follows:

Condominium Unit No. 24 (the "Unit") in Building No. M (the "Building") in the condominium located at 32 Spencer Road, Boxborough, Middlesex County, Massachusetts, known as Brook Village Condominium (the "Condominium"), created pursuant and subject to the provisions of Chapter 183A of the General Laws of Massachusetts, by Master Deed dated July 15, 1985 and recorded with the Middlesex South District Registry of Deeds in Book 16291, Page 1, as amended.

The Unit is more particularly described (1) in the Master Deed (2) such site and floor plans as have been recorded or filed therewith (3) in the first Unit Deed thereof and (4) copies of portions of such site and floor plans filed therewith. The Unit is conveyed together with an undivided 0.520% percent interest in the common areas and facilities of the Condominium and the same 0.520% percent interest in the Organization of Unit Owners known as Brook Village Condominium Association, Inc. (the "Unit Owners Organization").

The premises are conveyed subject to and together with the benefit of (1) the provisions of Chapter 183A of the General Laws (Ter.Ed.) of the Commonwealth of Massachusetts (2) the provisions and matters set forth and/or referred to in the Master Deed (3) the provisions of the instrument creating the Unit Owners Organization and the By-Laws thereunder as recorded or filed with the Master Deed and such Rules and Regulations as may be promulgated thereunder and (4) the provisions set forth and referred to in the original Unit Deed from B. David Deloury, Jr., William N. Monsen and Norman B. Kenney, Trustees of Aspen Realty Company to James J. Muldowney and Patricia A. Muldowney recorded with said Deeds in Book 18660, Page 576.

Said premises are conveyed subject to, and with the benefit of, easements, rights, restrictions and agreements of record, if any there be, insofar as the same are now in force and applicable.

For Grantor's title see deed to PETER SHAINIAN dated December 13, 2004 and recorded with the Middlesex South District Registry of Deeds in Book 44328, Page 161.

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.

BROOK VILLAGE CONDOMINIUM
ASSOCIATION, INC.,

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: _____