

COMMONWEALTH OF MASSACHUSETTS

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

By virtue of Judgment and Order of the Brockton District Court (Docket No. 2415CV000107), in favor of TRUSTEES OF FRANKLIN VILLAGE CONDOMINIUM TRUST against HEIDI LUEDER, TRUSTEE OF THE HEIDI LUEDER FAMILY REVOCABLE TRUST, ET. AL. establishing a lien pursuant to M.G.L.c.183A:6 on the real estate known as UNIT #C-5, 100 FRANKLIN STREET of the FRANKLIN 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 13TH DAY OF DECEMBER, A.D. 2024, AT UNIT C-5, 100 FRANKLIN STREET, WHITMAN, MASSACHUSETTS. The premises to be sold are more particularly described as follows:

Unit C-5 ("Unit") with a Post Office address of 100 Franklin Street, Unit #C-5 of the Franklin Village Condominiums ("The Condominium") located in Whitman, Massachusetts, which Condominium was created pursuant to M.G.L. Chapter 183A by the recording of Master Deed (the "Master Deed") dated April 29, 2005 and recorded on April 29, 2005 with the Plymouth County Registry of Deeds in Book 30437, Pages 152-175.

Said Unit contains approximately 1,207 +/- square feet and is shown on the floor plan of the Building recorded with the Master Deed, to which is affixed the verified statement in the form required by said Chapter 183A, Section 9.

Said Unit is hereby conveyed together with:

- (1) An undivided (6.25) percent interest in the Common Areas and Facilities of the Condominium, as it may be amended pursuant to provisions of the Master Deed.
- (2) The exclusive right to use the (2) unit designated parking spots. The parking destination for said unit is as follows, no more than (2) cars shall be allowed; and the exclusive right to use the deck attached to said unit.
- (3) The exclusive right to use the Common Areas and Facilities appurtenant to said Unit as set forth in the Master Deed.
- (4) All other rights, easements, agreements, interests and provisions contained in the Master Deed, the Declaration of Trust of the Condominium recorded with said Registry of Deeds on April 29, 2005 in Book 30437, Pages 176-207, (the "Declaration of Trust") and the Rules and Regulations adopted thereto (the "Rules of Regulations"), as any of

the same may be amended from time to time pursuant to the provisions thereof.

(5) The premises are conveyed together with the right to use the streets and ways as shown on said plan of land, in common with other lawfully entitled thereto; RESERVING however the fee interest in those streets and ways shown on said plan; and FURTHER RESERVING the right to grant to others the perpetual rights and easements to use the streets and ways as shown on said plan for all purposes which public ways may be used in the Town of Whitman, which shall include, but shall not be limited to the right and easement to pass and repass, to construct, inspect, repair remove, replace, use, operate, and maintain sanitary sewers, pipes, conduits and their appurtenances for the conveyance of water, gas, electricity, telephone, cable and any and all other utilities and surface and ground water drain or drains with their manholes, pipes, conduits, and their appurtenances.

Any rights and/or easements conveyed by the deed shall be only for the benefit of the unit conveyed hereunder and shall not be for the benefit of any person or parcel of land not located in the Franklin Village Condominiums as depicted on the aforementioned plans.

(6) Unit is conveyed subject to provisions of the By-Laws of Franklin Village Condominium Trust.

Said Unit is conveyed to and with the benefit of:

1. The provisions of Chapter 183A as the same may be amended from time to time.
2. The provisions of the Master Deed (including, without limitation, the title of matters set forth in Exhibit A to the Master Deed, the Declaration of Trust and the Rules of Regulations, in each case as the same may be amended from time to time pursuant to the provisions thereof.
3. Real Estate taxes assessed against the Unit and the Common Areas and Facilities which are not yet due and payable.
4. Provisions of the existing building and zoning laws.

The rights, agreements, easements, restrictions, provisions and interests set forth above, together with any amendments thereto shall constitute covenants running with the land and shall inure to the benefit of the Buyer, as the case may be, any person having any time and interest or estate in the Unit, his agents, employees, licensees, visitors and lessees as though the same were fully set forth herein.

This Unit may be used only for residential purposes and for no other purposes except as expressly permitted by the Trustees in accordance

with provisions of the Franklin Village Condominium Trust.

For Trustee's power to convey and receive this real estate, please see Trustee Certificates recorded herewith.

Grantor hereby release any and all homestead rights to the within premises, whether created by declaration or operation of law and warrant no other person(s) can claim benefit of same.

For Grantor's title see deed to HEIDI LUEDER, TRUSTEE OF THE HEIDI LUEDER FAMILY REVOCABLE TRUST dated November 22, 2017 and recorded with the Plymouth County Registry of Deeds in Book 49216, Page 107.

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.

FRANKLIN 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: _____