

COMMONWEALTH OF MASSACHUSETTS

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

By virtue of Judgment and Order of the Lawrence District Court (Docket No. 2418CV231), in favor of TRUSTEES OF ANDOVER'S COLONIAL DRIVE CONDOMINIUM TRUST against AMY SMITH, ET. AL. establishing a lien pursuant to M.G.L.c.183A:6 on the real estate known as UNIT #30A-6, 30A-6 COLONIAL DRIVE of the ANDOVER'S COLONIAL DRIVE CONDOMINIUM for the purposes of satisfying such lien, the real estate is scheduled for Public Auction at 12:00 O'CLOCK NOON ON THE 17TH DAY OF DECEMBER, A.D. 2024, AT UNIT 30A-6, 30A COLONIAL DRIVE, ANDOVER, MASSACHUSETTS. The premises to be sold are more particularly described as follows:

Unit 30A-6 in Andover's Colonial Drive Condominium (the "Condominium") located at Colonial Drive in the Town of Andover, Essex County, Commonwealth of Massachusetts, a condominium established by Master Deed dated as of June 16, 1987, and recorded with the Essex North Registry of Deeds in Book 2522, Page 105, as amended, (the "Master Deed") and Declaration of Trust of Andover's Colonial Drive Condominium Trust (the "Condominium Trust") dated June 16, 1987, and recorded with said Deeds in Book 2522, Page 137, as amended, together with an .3388 undivided percentage interest appertaining to said unit in the common areas and facilities of the condominium as set forth in the Master Deed and together with the rights and easements appurtenant to said unit, exclusive or otherwise, referred to as set forth in said Master Deed.

Said Unit is conveyed subject to the provisions of Massachusetts General Laws Chapter 183A and the covenants, easements, restrictions, and uses contained in the Master Deed as amended and the Condominium Trust as amended.

Unit Address: 30A-6 Colonial Drive, Andover, MA 01810

Grantor states under the pains and penalties of perjury that no other person is entitled to claim the benefit of an existing estate of homestead in the premises, and hereby release and discharge any and all estates of homestead in and to the property conveyed herein, whether created automatically pursuant to Massachusetts law or by declaration.

This conveyance does not constitute all or substantially all of Grantor's assets.

For Grantor's title see deed to AMY SMITH dated December 27, 2017 and recorded with the Essex County North District Registry of Deeds in Book

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.

ANDOVER'S COLONIAL DRIVE
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: _____