

RECEIVER'S SALE OF REAL ESTATE

By virtue of the Order for Appointment of Receiver issued by the Northeast Housing Court in the case entitled "Town of Essex v. Jean J. Deus et al, Docket No. 23H77CV000212 recorded with the Essex South District Registry of Deeds at Book 42202, Page 172 and Supplemental Order recorded at Book 42202, Page 176, and pursuant to Order issued by the Northeast Housing Court on December 13, 2024 recorded at Book 42496, Page 104, authorizing the Receiver to foreclose on its lien, the Receiver, Levis Companies, Inc., hereby gives notice of its intent to foreclose on its Lien regarding the premises located at 92 Southern Avenue, Essex, Massachusetts on January 29, 2025 at 1PM at the premises. The premises are described as follows:

Unit 2 in the Trapp Rock Hill Condominium (the "Condominium") located at 90-92 Southern Avenue, Essex, Essex County, Massachusetts, a condominium established pursuant to Massachusetts General Laws, Chapter 183A, by a Master Deed dated September 24, 1990, and recorded with the Essex County South District Registry of Deeds at Book 10577, Page 410 (hereinafter "Master Deed"), and managed and regulated by the Trustees of the Trapp Rock Hill Condominium Trust under a Declaration of Trust dated September 24, 1990, and recorded with the Essex South Registry of Deeds in Book 10577, Page 420 (hereinafter sometimes referred to as either "Condominium Trust" or the "Declaration of Trust"). The Unit is shown on floor plans recorded simultaneously with the Master Deed.

Also for the consideration set forth above, Grantors grant to Grantees the perpetual and exclusive right and easement to use those areas so designated in the Master Deed and in the Plan ("Plan of Land in Essex, Prepared for Trapp Rock Hill Condominium, Scale 1'=20', February 24, 1988, Prepared by Northshore Survey Corp., 181 Essex Street, Salem, Massachusetts"). Said Plan is recorded with the Master Deed.

Said Unit is conveyed together with an undivided 50% proportionate interest in the common areas and facilities of the property described in said Master Deed ("Common Elements) attributable to the Unit, and with all rights and easements contained in the Declaration of Trust, By-Laws and Master Deed, all as amended.

Said Unit is conveyed subject to the provisions of said Chapter 183A, the Master Deed, Declaration of Trust and By-Laws, all as amended.

For title reference see Deed recorded with the Essex South District Registry of Deeds at Book 40333, Page 323.

The premises will be sold subject to any and all unpaid taxes and other municipal assessments and liens, and subject to prior liens or other enforceable encumbrances of record entitled to precedence over the Receiver's lien, and subject to and with the benefit of all easements, restrictions, reservations and conditions of record and subject to all tenancies and/or rights of parties in possession.

Terms of the Sale: Cash, cashier's or certified check in the sum of \$10,000.00 as a deposit must be shown at the time and place in order to qualify as a bidder (the Receiver and its designee(s) are exempt from this requirement); high bidder to sign Memorandum of Sale upon acceptance of bid; balance of purchase price payable in cash or by certified check in thirty (30) days from the date of that sale at the offices of the Receiver's attorney: Phillips, Gerstein & Channen, LLP, 25 Kenoza Avenue, Haverhill, MA 01830 or such other time as may be designated by the Receiver. The description for the premises contained in the Deed shall control in the event of a typographical error in this publication. Other terms to be announced at the sale.

Levis Companies, Inc.

By its Attorney:

Russell S. Channen, Esquire

Phillips, Gerstein & Channen, Esquire

25 Kenoza Avenue, Haverhill, MA 01830

(978) 374-1131