

COMMONWEALTH OF MASSACHUSETTS

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

By virtue of Judgment and Order of the East Brookfield District Court (Docket No. 2469CV000100), in favor of TRUSTEES OF THE COUNTRYSIDE ESTATES CONDOMINIUM TRUST against KATHRYN L. LEMIEUX establishing a lien pursuant to M.G.L.c.183A:6 on the real estate known as UNIT #27-1, 176 MAPLE AVENUE of the COUNTRYSIDE ESTATES CONDOMINIUM for the purposes of satisfying such lien, the real estate is scheduled for Public Auction at 11:00 O'CLOCK AM ON THE 10TH DAY OF FEBRUARY, A.D. 2025, AT UNIT 27-1, 176 MAPLE AVENUE, RUTLAND, MASSACHUSETTS. The premises to be sold are more particularly described as follows:

Unit 27-1 (the "Unit") in the condominium known as the Countryside Estates Condominium (the "Condominium"), Rutland, Worcester County, Massachusetts, a Condominium established pursuant to Massachusetts General Laws, Chapter 183A by Master Deed dated November 8, 1985 and recorded on November 13, 1985, with the Worcester District Registry of Deeds (the "Registry"), at Book 9055, Page 1, ("The Master Deed").

The post office address of the Unit is: 176 Maple Avenue, Unit 27-1, Rutland, MA 01543.

Unit 27-1, also referred to as Unit 27 of Building 1 of said Condominium, in said Rutland, is being conveyed together with the 0.60% undivided percent interest appertaining to the said Unit in the Common Areas and Facilities of the said Condominium, and together with the rights and easements appurtenant to the said Unit as set forth in the said Master Deed.

Said Unit is also conveyed subject to and with the benefit of: (a) rights, easements, and restrictions referred to in the provisions of Massachusetts General Laws, Chapter 183A; (b) said Master Deed, the Declaration of Trust of The Countryside Estates Condominium Trust dated November 8, 1985, recorded with said Registry in Book 9055, Page 40, the By-Laws set forth in said Declaration of Trust and any rules and regulations promulgated thereunder; and (c) the obligations thereunder to pay the proportionate share attributable to said Unit of the common expenses, all of which the Grantee by acceptance hereof agrees to perform and assume and pay.

Said Unit is intended only for residential use and for no other purpose except as may be expressly permitted by the Trustee of the Condominium in accordance with the provisions of the Master Deed and the Declaration of Trust.

For Grantor's title see deed to KATHRYN L. LEMIEUX dated May 25, 2022 and recorded with the Worcester South County Registry of Deeds in Book 67680, Page 265.

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 William F. Thompson, Marcus, Errico, Emmer & Brooks, PC, 45 Braintree Hill Office Park, Suite 107, Braintree, MA 02184, (781) 843-5000.

THE COUNTRYSIDE ESTATES
CONDOMINIUM TRUST,

For the Trustees,
By its Attorneys

MARCUS, ERRICO, EMMER
& BROOKS, PC

William F Thompson, Esq.
BBO#664790
45 Braintree Hill Office Park, Suite 107
Braintree, MA 02184
(781) 843-5000

Dated: _____