LEGAL NOTICE COMMONWEALTH OF MASSACHUSETTS SALE OF REAL ESTATE UNDER M.G.L. c. 183A:6

By virtue of a Judgment and Order of the Malden District Court (Civil Action No. 1750 CV 403), in favor of the Trustees of the Park Crossing Condominium Trust against Christine M. Beaver, establishing a lien pursuant to M.G.L. c. 183A:6 on the real estate known as Unit 302 of the Park Crossing Condominium with a street address of 234 Water Street, Wakefield, Middlesex County, Massachusetts for the purposes of satisfying such lien, the real estate is scheduled for Public Auction commencing at 2:00 p.m. on August 31, 2018 at 234 Water Street, Unit 302, Wakefield, Massachusetts. The premises to be sold are more particularly described as follows:

DESCRIPTION.

Unit No. 302 in the Park Crossing Condominium, created by Master Deed dated September 25, 1998, and recorded with the Middlesex South Registry of Deeds as Document No. 1082032, as may be amended, in accordance with the provisions of M.G.L. Chapter 183A.

The Unit is conveyed together with 5% percentage interest in the common areas and facilities of the Condominium as described in the Master Deed and with the exclusive rights and easements of use of the Condominium as described in said Master Deed.

The Grantee acquires the Unit with the benefit of, and subject to the provisions of M.G.L. Chapter 183A, the Master Deed and the Condominium Trust, and any By-Laws and rules and regulations from time to time adopted thereunder, and all matters of record stated or referred to in the Master Deed, as if each were fully set forth herein, and subject to real estate taxes attributable to the Unit which are not yet due and payable.

The Unit is intended for residential purposes only.

The Unit is also conveyed together with Parking Space No. 29.

The Post Office address of the Unit is 234 Water Street, Unit 302, Wakefield, MA.

1. Zoning Decision, Document # 1026602 a. Amendment at Document # 1026603

2. Order of Conditions, Documents # 1026604 a. Certificate of Compliance, Document # 1131092.

Easements and Rights of Way:

1. Right of Entry Agreement with Time Warner, Document # 1069542

Ingit of Endy Agreement with Hule Walt
Taking for Sewer, Document # 229914
Taking for Drainage, Document # 475386

Other Liens, Objections or Defects:

1. Master Deed, Document # 1082302 2. Park Crossing Condominium Trust, Document # 1082033 a. Amendment to Rules and regulations, Document # 1258539

For title see deed to Christine M. Beaver dated May 23, 2014 and filed with the Middlesex South Registry District of the Land Court on May 29, 2014 as Document No. 1671814, and noted on Certificate of Title U23592.

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 \$5,000.00 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 the 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 hereby being satisfied, 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 deeds
- 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.
- No representation is or shall be made as to any amount of taxes due and outstanding.
- 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.
- No representation is or shall be made as to the condition of the Premises or the 8 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, P.C., 45 Braintree Hill Park, Suite 107, Braintree, MA 02184, (781) 843-5000.

PARK CROSSING CONDOMINIUM TRUST, 8-9.16.23-2018 WDI By its Trustees