

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

By virtue of a Judgment and Order of the Suffolk Superior Court (Civil Action No. 19-3348-H), in favor of the Board of Managers of the Redstone Court Condominium Association against Ge Tian and Xinhui Zhou, establishing a lien pursuant to M.G.L. c. 183A:6 on the real estate known as Unit 505 of the Redstone Court Condominium with a street address of 85 Brainerd Road, Boston, Suffolk County, Massachusetts for the purposes of satisfying such lien, the real estate is scheduled for Public Auction commencing at 11:00 a.m. on March 20, 2020 at 85 Brainerd Road, Unit 505, Boston, Massachusetts. The premises to be sold are more particularly described as follows:

DESCRIPTION:

The Unit (“Unit”) No. 505 in the Redstone Court Condominium (“Condominium”) situated at 85 Brainerd Road, Brighton, Massachusetts, a condominium established pursuant to Massachusetts General Laws Chapter 183A by Master Deed dated September 30, 1986 recorded with Suffolk County Registry of Deeds in Book 12920, Page 120, as amended of record (“Master Deed”). This Unit is more particularly described in the Master Deed and the Floor Plans of the Building recorded therewith, and on a verified copy of a portion of said Plans attached to the first unit deed, to which is affixed the verified statement in the form required by M.G.L. 183A, section 9.

Said Unit is conveyed together with:

1. An undivided .01310% percent interest in the Common Elements described in the Master Deed; and
2. The exclusive right and easement to use the terrace adjacent to such Unit, and more particularly described as “proposed Terrace” on the Sixth Floor Plan recorded with the Master Deed, and being referred to in an easement appurtenant to said Unit, recorded herewith.
3. The exclusive right and easement to use parking space #100 as shown on Condominium Plans.

The Unit is conveyed with the benefit of and subject to:

1. Provisions of Chapter 183A;
2. The provisions of the Master Deed and the floor plans of the condominium recorded simultaneously with and as a part of the Master Deed, and the Declaration of Trust recorded with said Deeds (“the Trust”), in each case as the same may be amended from time to time by instruments recorded with said Deeds, which provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, such person’s family, servants, tenants, invitees, and visitors, as though such provisions were recited as stipulated at length herein;

3. Such taxes attribute to the Unit and the Common Elements for the current fiscal year and the next succeeding fiscal year as are not due and payable on the date of the delivery hereof, which taxes Grantee hereby assumes and agrees to pay;
4. Provisions of existing zoning laws; and
5. The encumbrances listed in Exhibit A to the Master Deed.

The Unit may be used only for residential purposes permitted by the zoning laws of the City of Boston, subject, in all events, to the restrictions set forth in the Master Deed.

The Unit is also conveyed with the appurtenant exclusive right and easement to use the Terrace as described in Grant of Easement in Book 40923, Page 88.

For title, see Deed to Ge Tian and Xinhui Zhou dated August 13, 2015 and recorded with the Suffolk County Registry of Deeds in Book 54930, Page 210.

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 \$10,000.00 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 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 Dean T. Lennon, Marcus, Errico, Emmer & Brooks, P.C., 45 Braintree Hill Park, Suite 107, Braintree, MA 02184, (781) 843-5000.

REDSTONE COURT CONDOMINIUM ASSOCIATION,
By its Board