

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. 1884 CV 1838), in favor of Myrna Santana and Juan Quezadas, Managers of the Blue Hill Place Condominium Association against Hershey Briscoe, et al, establishing a lien pursuant to M.G.L. c. 183A:6 on the real estate known as Unit 10 of the Blue Hill Place Condominium with a street address of 352R Blue Hill Avenue, Dorchester, Suffolk County, Massachusetts for the purposes of satisfying such lien, the real estate is scheduled for Public Auction commencing at 10:00 a.m. on October 27, 2020 at 352R Blue Hill Avenue, Unit 10, Dorchester, Massachusetts. The premises to be sold are more particularly described as follows:

DESCRIPTION:

The Unit designated as 352R Blue Hill Avenue, Unit 10 (the "Unit") in Blue Hill Place Condominium (the "Condominium") created pursuant to Massachusetts General Laws Chapter 183A by Maser Deed dated May 1, 2006, recorded with Suffolk County Registry of Deeds in Book 39532, Page 130, as amended by First Amendment to Master Deed dated January 12, 2007 and recorded at Book 41143, Page 135, as further amended by Second Amendment to Master Deed dated December 18, 2007 and recorded at Book 42871, Page 209, as further amended by Third Amendment to Master Deed dated May 18, 2009 and recorded at Book 44960, Page 210, and as further amended by Fourth Amendment to Master Deed dated April 29, 2010 and recorded at Book 46340, Page 106 (the "Master Deed"). Capitalized terms used in this Unit Deed which are not defined shall have the meanings ascribed to them in the Master Deed.

The Post Office address of the Unit is: 352R Blue Hill Avenue, Unit 10, Dorchester, MA 02121.

The Unit is shown on a plan recorded with the Master Deed, to which is affixed a verified statement in the form provided by M.G.L. Chapter 183A section 9, and is conveyed subject to and with the benefit of the obligations, restrictions, rights and liabilities contained in M.G.L. Chapter 183A, the Master Deed, the documents establishing the organization of unit owners and the By-Laws as amended of record. The Unit is conveyed subject to, and with the benefit of, all easements, restrictions and encumbrances of record insofar as the same are now in force and applicable.

Each of the units in the Condominium is intended for residential purposes as set forth in the Master Deed.

The undivided percentage interest of the Unit in the Common Elements is Four percent (4%). Notwithstanding the foregoing, Grantee, and Grantee's successors in title, take title to the Unit subject to the rights of Grantor, as Declarant under the Master Deed, to add additional phases and additional units to the Condominium. The Unit's undivided percentage interest is subject to reduction in case of the addition to the Condominium of additional phases and additional units.

If Grantee intends to sell or otherwise transfer any interest in the Unit, including without limitation, the granting of a mortgage interest therein, Grantee shall so notify grantor in writing, describing the details of the proposed transfer. Within sixty (60) days after receipt of such notice (the "Notice Date"), Grantor may elect, by notice to such Grantee sent by certified or registered mail, to purchase such Unit at the then fair market value thereof, which shall be determined by an independent third party appraisal. If Grantor elects to purchase the Unit, the transfer shall take place on the business day specified in Grantor's notice of election (which day shall be not more than ninety (90) days after the Notice Date), at the Suffolk County Registry of Deeds. Grantee shall convey the Unit to Grantor by quitclaim deed, with all tax and documentary stamps affixed and paid for by Grantee. Grantee shall pay all other taxes arising out of such sale. If Grantor shall fail to make such election within such 60-day period, then Grantee shall be free to sell or transfer the Unit or any interest therein at any time within one hundred twenty (120) days after the Notice Date. If such sale or transfer is not consummated within such 120-day period, then Grantee shall not sell his or her Unit or transfer any interest therein unless s/he first complies again with the provisions of this paragraph. Grantor may release or waive its rights under this paragraph, either before or after receipt of notice from Grantee, in which event the Unit may be sold or conveyed free and clear of the provisions of the paragraph. A certificate, executed and acknowledged by Grantor, stating that the rights under this paragraph have been duly waived or terminated, shall be conclusive upon Grantor in favor of all persons who rely thereon in good faith. Such certificate shall be furnished upon request to any Grantee who has in fact complied with the provisions of this paragraph.

For title, see Deed to Hershey Briscoe dated April 29, 2010 and recorded with the Suffolk County Registry of Deeds in Book 46340, Page 117.

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 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.

BLUE HILL PLACE CONDOMINIUM ASSOCIATION,
By its Board