

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

By virtue of a Judgment and Order of the Cambridge District Court (Civil Action No. 2052 CV 179), in favor of the Trustees of the Spring Condominium Trust against Peter Krause, as Personal Representative of the Estate of Michael D. Healey, establishing a lien pursuant to M.G.L. c. 183A:6 on the real estate known as Unit 203 of the Spring Condominium with a street address of 71 Fulkerson Street, Cambridge, Middlesex County, Massachusetts for the purposes of satisfying such lien, the real estate is scheduled for Public Auction commencing at 10:00 a.m. on November 18, 2020 at 71 Fulkerson Street, Unit 203, Cambridge, Massachusetts. The premises to be sold are more particularly described as follows:

DESCRIPTION:

UNIT:	203
UNIT ADDRESS:	#203 Spring Condominium 71 Fulkerson Street Cambridge, Massachusetts 02141
PERCENTAGE INTEREST:	3.369%
EXCLUSIVE APPURTENANT RIGHTS AND EASEMENTS:	1. Parking spaces numbers 89 and 116 2. Balcony
CONDOMINIUM:	Spring Condominium, a condominium established by the recording of the Master Deed

The GRANTOR in consideration of the aforesaid Consideration Paid, hereby grants with Quitclaim Covenants to the GRANTEE the designated Unit in Spring Condominium in Cambridge, Middlesex County, Massachusetts, created by Master Deed dated July 19, 1988 and recorded with the Middlesex South District Registry of Deeds at Book 19204, Page 383, and as amended by the Amendment and Restatement of Spring Condominium Master Deed dated July 21, 1988 and recorded with said Deeds at Book 19212, Page 409 and as further amended by Second Amendment of Master Deed dated August 10, 1988 and recorded with said Deeds at Book 19255, Page 292, and as further amended by Third Amendment of Master deed dated October 11, 1988 and recorded with said Deeds at Book 19401, Page 492 (the "Master Deed"). The Unit Address is set forth above and the Unit is conveyed together with the Unit Percentage appertaining to the Unit in the common areas and facilities of said Condominium and together with the exclusive rights and easements appurtenant to the Unit as set forth above and in said Master Deed. Attached to said Master Deed are copies of portions of the plans, bearing the verified statement of a registered architect certifying that they show the designation of the Unit hereby conveyed and of immediately adjoining units, and that they fully and accurately depict the layout of the Unit hereby conveyed, its location, dimensions, approximate area, main entrance and immediate common areas to which it has access, as built.

Said Unit is intended to be used solely for residential purposes as set forth in Section 8 of said Master Deed, all of which Section 8 is incorporated herein by reference as if set forth in its entirety.

Said premises are hereby conveyed subject to and with the benefit of:

- (a) the provisions of Massachusetts General Laws, Chapter 183A;
- (b) the terms and provisions of said Master Deed, the Declaration of Trust of Spring Condominium Trust, dated July 19, 1988, recorded with said Middlesex South District Registry of Deeds at Book 19204, Page 406, as amended of record, the By-Laws set forth in said Declaration of Trust and any rules and regulations promulgated thereunder, and the obligations thereunder to pay the proportionate share attributable to said Unit of the common expenses duly established;
- (c) Such taxes attributable to said unit for the current fiscal year as are not now due and payable, all of which the Grantee, by acceptance hereof, agrees to comply with, perform, assume and pay; and
- (d) all right, reservations, easements, including without limitation, utility easements, restrictions; and other matters of record contained or referenced in said Master Deed.

For title, see Deed to Michael D. Healey dated June 28, 2010 and recorded with the Middlesex County South Registry of Deeds in Book 54901, Page 509. See also Middlesex County Probate and Family Court docket number MI18P6327EA.

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.

SPRING CONDOMINIUM TRUST,  
By its Board of Trustees