

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

By virtue of a Judgment and Order of the Lawrence District Court (Civil Action No. 2118 CV 323), in favor of the Trustees of the #382 - #396 Market Street Condominium Trust against Rocio P. Ortiz a/k/a Rocio P. Dominguez, et al, establishing a lien pursuant to M.G.L. c. 183A:6 on the real estate known as Unit 396 of the #382 - #396 Market Street Condominium with a street address of 396 Market Street, Lawrence, Essex County, Massachusetts 01840 for the purposes of satisfying such lien, the real estate is scheduled for Public Auction commencing at 11:00 a.m. on October 14, 2021 at 396 Market Street, Unit 396, Lawrence, Massachusetts. The premises to be sold are more particularly described as follows:

DESCRIPTION:

The Unit ("Unit") known as Unit 396, in the #382 - #396 Market Street Condominium, 382, 384-386, 390-392 and 394-396 Market Street, Lawrence, Essex County, Massachusetts. The Unit is part of a condominium established pursuant to Massachusetts General Laws, Chapter 183A by Master Deed, dated March 31, 2009, and recorded in Essex North District Registry of Deeds at Book 11532, Page 17, as amended. The Unit is shown on the Floor Plan and Site Plan entitled "Condominium Plan Phase IV #382 - #396 Market Street Condominium, in Lawrence Massachusetts, as drawn for Habitat for Humanity, P.O. Box 233, Lawrence, Massachusetts, dated June 27, 2011, prepared by Merrimack Engineering Services", and consisting of one (1) sheet, and shows the portions of the Property on which Building (and certain other improvements which are included in and part of the Condominium) are sited and located and the floor plans for each of the Phase IV units hereinafter referred to, all of which are recorded herewith.

Said Unit is conveyed together with:

An undivided 13.7% percent interest in the common areas and facilities of the Property described in said Master Deed ("Common Elements") attributable to the Unit, as may be amended; said Unit 396 contains approximately 1,303 square feet, together with the exclusive right to use the decks, porches and stairs and areas as shown on the recorded floor plans of the unit which are assigned to the unit as exclusive common areas.

The Unit is also conveyed subject to and with the benefit of the restrictions, easements and conditions contained in the Master Deed and the #382 - #396 Market Street Condominium Trust and the By-Laws and Rules and Regulations thereto, dated March 31, 2009 and recorded in the Essex North District Registry of Deeds at Book 11532, Page 35, which are hereby incorporated by reference, as completely as if each were fully set forth herein.

GRANTEE acquires the UNIT with the benefit of, and subject to, the provisions of Massachusetts General Laws, Chapter 183A, relating to condominiums, as that statute is written as of the date hereof and as it may be amended in the future.

The Unit is intended only for residential purposes. No use may be made of the Unit except as a residence for the Owner thereof or members of his or her immediate family or such lessees as may be permitted under the By-Laws or for no more than two persons unrelated by blood or

marriage, and no portion thereof may be used as an office or any business whatsoever, whether or not accessory to a residential use.

Provided, however, that this Deed is made and executed upon and is subject to certain express conditions and covenants as set forth below, said conditions and covenants being a part of the consideration for the property hereby annexed, and are to be taken and construed as running with the land:

**First:** The Grantee agrees to occupy the premises hereby conveyed as its principal residence and not to convey, lease or refinance the premises without the prior written consent of the Board of Directors of Merrimack Valley Habitat for Humanity, Inc. ("Habitat") acting by and through its duly authorized officers, which consent, if given, shall be in a form recordable at the Essex North District Registry of Deeds.

**Second:** Habitat shall have a right of first refusal to repurchase the premises hereby conveyed if the Grantee hereof desires to sell at any time and from time to time prior to July 1, 2041. At the election of Habitat, Habitat's repurchase right as set forth herein shall encompass arranging for the purchase of the premises by another Eligible Purchaser at the same price as if Habitat repurchased the premises. Habitat shall have one hundred twenty (120) days to exercise its right to repurchase from the date written notice is received by Habitat from the Grantee specifying the Grantee's intention to sell (the "Repurchase Notice"). The Repurchase Notice shall be delivered to Habitat at its address stated above or such other addresses as habitat may notify the Grantee in writing.

If Habitat fails to exercise its right to repurchase within one hundred twenty (120) days, the Grantee shall be able to convey the premises on such terms as the Grantee desires but only during the following sixty (60) day period, after which time the Grantee must notify Habitat again if it has a desire to sell the premises and Habitat shall again have a right to repurchase the premises on the terms as set forth herein, which repurchase right shall continue in like manner throughout the period of restrictions until July 1, 2041.

A. Habitat shall have a right of first refusal with respect to all sales of said Unit, and to that end, no Owner shall sell, or convey the same to any person other than a spouse or a child of such Owner unless: (1) the Owner has received a bona fide offer to purchase the Unit, (2) the Owner has given Habitat written notice stating, the name and address of the offeror, the price less broker's commission and conditions of said offer, and containing a signed offer by the owner at the price less broker's commission to sell said Unit to Habitat on the sale terms and conditions of the bona fide offer and, (3) Habitat shall not, within fourteen (14) days after receiving such notice, have given the owner written notice of the election of Habitat to purchase the Unit in accordance with the offer. In the event that Habitat shall so elect to purchase, the deed shall be delivered and consideration paid at the said Registry of Deeds at 11:00 a.m. on the 120<sup>th</sup> day after the date of the giving of such notice of election to purchase or any other date and time agreed upon. In the event that Habitat do not elect to purchase the Unit, then said Owner shall be free thereafter to sell and convey the Unit to the offeror named in the Owner's notice at a price not lower than that specified therein, but the Owner shall not sell or convey the Unit to any other person or at any lower price without again offering the same to the Trustees.

The rights of first refusal hereunder shall not be exercised so as to restrict ownership, use or occupancy to Units because of race, creed, sex, color or national origin.

**Third:** In case of the breach or the violation of anyone of the covenants, which notice shall set forth the violation and the cure required, then the estate conveyed in this deed shall cease and terminate and title in fee simple shall revert to and become revested with Habitat, its successors and assigns upon a recording by Habitat of a notice of the exercise of the reversion, and Habitat shall be entitled to enter upon and take possession of the said property.

The obligations of the Grantor shall not be binding upon the individuals executing this document on behalf of Merrimack Valley Habitat for Humanity, Inc., but only upon the Corporation. This conveyance does not represent all or substantially all of the assets of the corporation.

For title, see Deed to Rocio P. Ortiz a/k/a Rocio P. Dominguez dated June 28, 2011 and recorded with the Essex County North Registry of Deeds in Book 12535, Page 110.

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.

#382 - #396 MARKET STREET CONDOMINIUM TRUST,  
By its Trustees