

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

By virtue of a Judgment and Order of the Waltham District Court (Civil Action No. 2151 CV 163), in favor of the Trustees of the Northgate Gardens Condominium Trust against Elaine H. Kotsifas, establishing a lien pursuant to M.G.L. c. 183A:6 on the real estate known as Unit 45-5 of the Northgate Gardens Condominium with a street address of 45 Jacqueline Road, Waltham, Middlesex County, Massachusetts for the purposes of satisfying such lien, the real estate is scheduled for Public Auction commencing at 11:00 a.m. on December 1, 2021 at 45 Jacqueline Road, Unit 45-5, Waltham, Massachusetts. The premises to be sold is more particularly described as follows:

DESCRIPTION:

The "Unit" known as Unit 45-5 in the Northgate Gardens Condominium having a post office address of Unit 45-5, 45 Jacqueline Road, Waltham, Middlesex County, Massachusetts, a condominium established pursuant to Massachusetts General Laws, Chapter 183A, as amended, created by Master Deed dated June 21, 1979 and recorded with the Middlesex South District Registry of Deeds on June 21, 1979 in Book 13718, Page 514 as amended by instrument of record.

Said premises are conveyed together with:

1. An undivided .02715 percent interest in the Common Elements described in the Master Deed;
2. The exclusive right to use the storage area designated "Tenant Storage – Bldg 45-D" in Building No. 45 Jacqueline Road and;
3. The exclusive right and easement to use the patio or balcony, if any, to which there is a direct access from the interior of said Unit;
4. The exclusive right and easement to use one parking space within the outdoor parking area as set forth in the Master Deed and subject to the provisions and limitations set forth in the Master Deed.

Said premises are conveyed subject to and with the benefit of easements, conditions, restrictions, rights and obligations as set forth or referred to in said Master Deed, Unit Deed and the provisions of the Northgate Gardens Condominium trust, its By-Laws, Rules and Regulations which are recorded with said Master Deed, all as amended or as may from time to time be further amended by instrument of record.

The Unit is intended to be used solely for residential purposes, and is subject, in all events, to the restrictions set forth in subparagraph 10C of said Master Deed.

For title, see Deed to Elaine H. Kotsifas dated October 16, 1991 and recorded with the Middlesex County (Southern District) Registry of Deeds in Book 21591, Page 12.

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.

NORTHGATE GARDENS CONDOMINIUM TRUST,
By its Trustees