

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

By virtue of a Judgment and Order of the Haverhill District Court (Civil Action No. 2138 CV 86), in favor of the Trustees of the 3 Cherry Street Condominium Trust against Anna Johnson, et al, establishing a lien pursuant to M.G.L. c. 183A:6 on the real estate known as Unit 2 of the 3 Cherry Street Condominium with a street address of 3 Cherry Street, Haverhill, Essex County, Massachusetts for the purposes of satisfying such lien, the real estate is scheduled for Public Auction commencing at 11:00 a.m. on April 12, 2022 at 3 Cherry Street, Unit 2, Haverhill, Massachusetts. The premises to be sold is more particularly described as follows:

DESCRIPTION:

A certain condominium unit situated in Haverhill, Essex County, MA, being known as Unit No. 2 of the 3 Cherry Street Condominium created by Master Deed dated September 30, 2002 and recorded in Essex South Registry of Deeds on October 1, 2002 in Book 19372 Page 287 and shown on a plan recorded in said Registry of Deeds simultaneously therewith as Unit 2.

The Post Office address of the unit is: 3 Cherry Street, Unit 2, aka 3-2 Cherry Street, Haverhill, MA.

The Unit is shown on a plan recorded with the first unit deed in Book 23371 Page 539, to which is affixed a verified statement in the form provided by G.L. c. 183A s. 9, and is conveyed subject to and with the benefit of the obligations, restrictions, rights and liabilities contained in G.L. c. 183A, the Master Deed, the documents establishing the organization of unit owners and the By-Laws as amended of record.

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

The undivided percentage interest of the unit in the common areas and facilities is 26%.

For title, see Deed to Anna Johnson dated July 22, 2015 and recorded with the Essex County (Southern District) Registry of Deeds in Book 34243, Page 513.

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.

3 CHERRY STREET CONDOMINIUM TRUST,  
By its Trustees