

COMMONWEALTH OF MASSACHUSETTS

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

By virtue of Judgment and Order of the Worcester Superior Court (Docket No. 2285CV00863-A), in favor of CENTRAL VILLAGE SOUTH CONDOMINIUM ASSOCIATION, INC. against ROBERT D. VIEIRA, PAUL D. VIEIRA and ANGLEA CRAGGY AS HEIRS TO THE ESTATE OF JOHN D. VIEIRA, III establishing a lien pursuant to M.G.L.c.183A:6 on the real estate known as UNIT #15, 740 CENTRAL STREET of the CENTRAL VILLAGE SOUTH CONDOMINIUM for the purposes of satisfying such lien, the real estate is scheduled for Public Auction at 1:00 O'CLOCK P.M. ON THE 30<sup>TH</sup> DAY OF MARCH, A.D. 2023, AT UNIT 15, 740 CENTRAL STREET, LEOMINSTER, MASSACHUSETTS. The premises to be sold are more particularly described as follows:

The condominium unit identified as Unit 15 (the "Unit") in the Franklin Building No. 5 (the "Building") located at 740 Central Street, Leominster, Worcester County, Massachusetts of the condominium known as Central Village South Condominium (the "Condominium"), Leominster, Worcester County, Massachusetts, a condominium established by The Central Village South Realty Trust pursuant to Massachusetts General Laws, Chapter 183A, by Master Deed dated October 23, 1986, recorded with Worcester Northern District Registry of Deeds in Book 1518, Page 117.

Said Unit contains 489 square feet, more or less, and is shown on floor plans of the Building recorded with said Master Deed. The post office address of the Unit is 740 Central Street, Leominster, Massachusetts.

Said Unit is hereby conveyed together with a .3989% undivided interest in the common areas and facilities described in said Master Deed and in the Central Village South Condominium Association, Inc., the unit owners' association described in the Master Deed (the "Association").

The unit is intended to be used for residential purposes and is subject to such other restrictions on use as are set forth in the Master Deed.

Said Unit was acquired 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 in the future be amended, the Master Deed, the By-Laws of the Association and rules and regulations from time to time adopted thereunder

For Grantor's title see deed to JOHN D. VIEIRA III dated April 4, 1994 and recorded with the Worcester District Registry of Deeds in Book 2555,

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 Five Thousand (\$5,000.00) Dollars 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 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, 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, PC, 45 Braintree Hill Office Park, Suite 107, Braintree, MA 02184, (781) 843-5000.

CENTRAL VILLAGE SOUTH CONDOMINIUM  
ASSOCIATION, INC. TRUST,

For the Trustees,  
By its Attorneys

MARCUS, ERRICO, EMMER  
& BROOKS, PC

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Dean T. Lennon, Esq.  
BBO#668031  
45 Braintree Hill Office Park, Suite 107  
Braintree, MA 02184  
(781) 843-5000

Dated: \_\_\_\_\_