

COMMONWEALTH OF MASSACHUSETTS

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

By virtue of Judgment and Order of the Eastern Hampshire District Court (Docket No. 2398CV00080), in favor of TRUSTEES OF HADLEY VILLAGE CONDOMINIUM TRUST against CHERYL ANN MONTONE, ADMINISTRATRIX OF THE ESTATE OF NICHOLAS L. MONTONE, ET. AL. establishing a lien pursuant to M.G.L.c.183A:6 on the real estate known as UNIT #59, 59 HADLEY VILLAGE ROAD of the HADLEY VILLAGE CONDOMINIUM for the purposes of satisfying such lien, the real estate is scheduled for Public Auction at 11:00 O'CLOCK A.M. ON THE 3<sup>RD</sup> DAY OF OCTOBER, A.D. 2023, AT UNIT 59, 59 HADLEY VILLAGE ROAD, SOUTH HADLEY, MASSACHUSETTS. The premises to be sold are more particularly described as follows:

Unit 59 of The HADLEY VILLAGE CONDOMINIUM created by Master Deed dated February 5, 1987 and registered with the Hampshire County Registry District of the Land Court as 1987 Document No. 6060, in Book C1, page 1, as amended, together with a .5949% undivided interest in the Common Areas and Facilities of the Condominium and a like percentage beneficial interest in the Hadley Village Condominium Trust (the "Condominium Trust"), as filed with the Hampshire County Registry District of the Land Court on February 24, 1987 as Document No. 6061 and (b) the right and easement to the exclusive use or shared exclusive use of certain Exclusive Use Areas to the extent set forth in paragraph 7 of the Master Deed, and (c) the Grantor's right, title and interest in Parking Space No. 252.

The Post Office Address of the Condominium is 59 Hadley Village Road, South Hadley, Massachusetts 01075.

The Unit conveyed is laid out as shown on a plan previously registered with the Hampshire County Registry District of the Land Court as Document No. 6145, which plan is a copy of a portion of the plans filed with said Master Deed and to which is affixed a verified statement in form provided in M.G.L. Ch. 183A, Section 9.

The Unit is to be used only for residential purposes or limited to professional purposes as specified in the Master Deed.

The Units are also conveyed with the benefit of, and subject to, the provisions of said M.G.L. Chapter 183A relating to the condominiums; the terms and provisions of the Master Deed and Condominium Trust (including the By-Laws contained therein) and the Condominium Rules and Regulations from time to time adopted thereunder; and all matters of record stated or referred to in the Master Deed (including without

limitation, the rights and easements benefiting the "Dominant Estate" as set forth in Exhibit "A" to the Master Deed) as completely as if each were fully set forth herein.

SUBJECT TO and together with the benefits and burdens of an Easement Agreement dated February 5, 1987 and registered as aforesaid as Document No. 6058.

SUBJECT TO easement rights granted to New England Telephone and Telegraph Company under instrument dated March 13, 1969 registered as aforesaid as Document No. 2515.

For Grantor's title see deed to NICHOLAS L. MONTONE dated September 28, 1990 and registered with the Hampshire County Registry District of the Land Court as Document 7798, as noted on Certificate No. C1-138.

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.

HADLEY VILLAGE CONDOMINIUM 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: \_\_\_\_\_