

COMMONWEALTH OF MASSACHUSETTS

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

By virtue of Judgment and Order of the Worcester District Court (Docket No. 2362CV000685), in favor of TRUSTEES OF THE 143 PROVIDENCE ST. CONDOMINIUM TRUST against RICHARD FURR establishing a lien pursuant to M.G.L.c.183A:6 on the real estate known as UNIT #4, 143 PROVIDENCE STREET of the 143 PROVIDENCE ST. 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 7<sup>TH</sup> DAY OF DECEMBER, A.D. 2023, AT UNIT 4, 143 PROVIDENCE STREET, WORCESTER, MASSACHUSETTS. The premises to be sold are more particularly described as follows:

Unit 4 of the 143 Providence St. Condominium in Worcester, Worcester County, Massachusetts, created by Master Deed dated March 21, 2007, recorded with the Worcester County Registry of Deeds in Book 40859, Page 303, and Unit 4 is recorded in Plan Book 854-118 and conveyed together with its undivided interest in the Common Areas and facilities of said Condominium all as set forth and described in the Master Deed and plans. Unit 4 has a post office address of 143 Providence Street, Unit 4, Worcester, MA 01604.

Said Unit is conveyed subject to and has the benefit of the following:

- 1.) The provisions of Massachusetts General Laws Chapter 183A as same may now and hereafter be amended.
- 2.) The 143 Providence Street Condominium Master Deed as same may be restated and amended.
- 3.) The provisions and by-laws of the 143 Providence Street Condominium, and amendments, rules and regulations that may be promulgated thereunder.
- 4.) All matters of record stated or referred to in the Master Deed as completely as if set forth completely herein, including, but not limited to the Title Conditions, the reserved rights, privileges and easements of Avery Investment Properties, LLC, its successors and assigns, to construct additional units and additional improvements and in connection therewith to install and maintain utilities of every nature and description, store construction equipment and supplies, pass and repass over the premises, all as may be necessary and convenient for such construction.
- 5.) Real estate taxes attributable to said unit for the current year which are not yet due and payable as of the date hereof.

By the acceptance and recording of this deed, the Grantee agrees to assume and perform all of the conditions and covenants of this Deed, the

Master Deed, the By-Laws, and Rules and Regulations promulgated thereunder.

The Unit has the benefit of the exclusive common elements, if any, shown on the plan recorded with Master Deed and with Unit deed in Book 41628, Page 308. The Unit is laid out as shown on the plan recorded in Book 41628, Page 308, which is a copy of a portion of the Floor Plans filed with the Master Deed and to which is affixed the verified statement required by Massachusetts General Laws, Chapter 183A, Section 9.

The Grantor named herein voluntarily releases all rights of homestead, if any, as set forth in Massachusetts General Laws Chapter 188 and states under the penalties of perjury that there is no person or persons entitled to any homestead rights other than those executing this deed.

For Grantor's title see deed to RICHARD FURR dated October 17, 2022 and recorded with the Worcester County Registry of Deeds in Book 68417, Page 391.

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 Alexandra Hulick, Marcus, Errico, Emmer & Brooks, PC, 45 Braintree Hill Office Park, Suite 107, Braintree, MA 02184, (781) 843-5000.

THE 143 PROVIDENCE ST. CONDOMINIUM  
TRUST,

For the Trustees,  
By its Attorneys

MARCUS, ERRICO, EMMER  
& BROOKS, PC

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Alexandra Hulick, Esq.  
BBO#705474  
45 Braintree Hill Office Park, Suite 107  
Braintree, MA 02184  
(781) 843-5000

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