

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

By virtue of a Judgment and Order of the Middlesex Superior Court, Civil Docket No. 2081CV145 in favor of Trustees of the Scotty Hollow Condominium Trust, against the Estate of Ellen Marie Meehan, a/k/a Ellen M. Meehan, Barbara Meehan, Brian S. Mack, individually and as the Personal Representative of the Ellen Marie Meehan, a/k/a Ellen M. Meehan, and all heirs, devisees and personal representatives of the Estate of Ellen Marie Meehan, establishing a lien pursuant to M.G.L. 183A:6, on the real estate known as Unit C22 of the Scotty Hollow Condominium, with a street address of C22 Scotty Hollow Drive, Chelmsford, Middlesex County, Massachusetts, for the purpose of satisfying such lien, the real estate will be sold at Public Auction commencing at 11:00 a.m., on the 26th day of January, 2021, at C22 Scotty Hollow Drive, Chelmsford, Massachusetts. The premises to be sold are more particularly described as follows:

DESCRIPTION: The Unit known as Unit C22, Phase VI, Scotty Hollow Condominium, situated at C22 Scotty Hollow Drive, Chelmsford, Middlesex County, Massachusetts, in the Scotty Hollow Condominium, established by Master Deed dated October 24, 1984, and recorded in the Middlesex North District Registry of Deeds at Book 2876, Page 241, and as amended.

The Unit is conveyed together with an undivided interest in the common areas and facilities of the property described in said Master Deed or amendments thereto, if any. The Unit is subject to and has the benefit of all applicable provisions contained in said Master Deed and By-Laws of the Scotty Hollow Condominium Trust, which By-Laws are recorded with the Declaration of Trust dated October 24, 1984, and recorded in the Middlesex County North Registry of Deeds at Book 2876, Page 269, as amended, and the Rules and Regulations from time to time adopted by the Trustees, including without limitation the provisions for assessment of common expenses, and all provisions contained in the Unit Deed.

The Unit is being sold solely for residential purposes and uses accessory thereto permitted from time to time by the Zoning By-Laws of the Town of Chelmsford, and for no other purpose.

For title see Deed of Federal Home Loan Mortgage Corporation to Ellen M. Meehan, dated March 26, 1993, recorded in the Middlesex North District Registry of Deeds in Book 6403, Page 173.

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 in cash or certified check or bank check in the amount of \$5,000.00 is to be paid by the successful bidder at the time of the auction.

2. The balance of the purchase price is to be paid within thirty (30) days of the auction at such location as the creditor or its attorney shall designate.

3. An Auctioneer's Release Deed will be issued to 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 any 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 this notice or in the deed.

4. The successful bidder will be responsible for payment of all recording fees, taxes, and/or transfer stamps.

5. Additionally, and not by way of limitation, the sale shall be subject to and with the benefit of any and all tenants, tenancies and/or occupants, if any.

6. No representation is made as to the condition of the Unit or the Condominium. The Unit shall be purchased "as is."

7. No representation is or shall be made by the seller as to any other mortgages, liens or encumbrances of record, or taxes due and outstanding.

8. The Unit shall be purchased subject to any and all benefits and restrictions as may be imposed by the Master Deed, By-Laws, Rules and Regulations, and or M.G.L. c. 183A.

9. The successful bidder shall pay the condominium assessments commencing with the date of the auction.

10. The Creditor reserves the right to bid at the sale, to reject any and all bids, to continue the sale, and to amend the terms of the sale by announcement made before or during the foreclosure sale. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Creditor or their attorney.

11. Other terms, if any, shall be announced at the sale.

12. This sale is subject to and in accordance with the aforesaid Judgment and Order, a copy of which may be obtained from the Creditor's counsel, Douglas A. MacMillan, Esq., 145 S. Main Street, Bradford, MA 01835, (978) 521-5272.

Scotty Hollow Condominium Trust, By its Trustees