

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE.

By virtue and in execution of the Power of Sale contained in a certain mortgage given by **James M. O'Keefe and Sara O'Keefe** to East Cambridge Savings Bank, dated April 30, 2014 and recorded at Middlesex County (Southern District) Registry of Deeds in Book 63550, Page 420, for breach of the conditions of said mortgage and for the purpose of foreclosing, the same will be sold at **Public Auction at 12:00 Noon on March 18, 2021**, on the mortgaged premises located at 30 High Street, Unit 21, Mystic Green Condominium, Medford, MA, all and singular the premises described in said mortgage.

TO WIT:

Property Address: 30 High Street, Unit 21, Mystic Green Condominium, Medford, MA

The Condominium Unit known as Condominium Unit Number 21 (hereinafter called "Subject Unit"), in the Condominium known as Mystic Green Condominium, a Condominium (hereinafter called the "Condominium"), established by Master Deed dated September 25, 2013 and recorded with the Middlesex South Registry of Deeds in Book 62691, Page 548 (hereinafter called the "Master Deed").

The post office of the Condominium is 30 High Street, Medford, Middlesex County, Massachusetts 02155. The land is described in said Master Deed. This Deed, the Subject Unit and the Condominium are subject to the provisions of Massachusetts General Laws, Chapter 183A ("Condominiums").

The Subject Unit is shown on the Master Plan of the Condominium filed in the Middlesex South District Registry of Deeds and on the Unit Plan of the Subject Unit, which is filed with Middlesex South District registry of Deeds herewith, and the verified statement of a registered architect in the form required by Massachusetts General Laws, Chapter 183A, Section 8 and 9, that is affixed to said Master Plan and Unit Plan.

The Subject Unit is hereby conveyed together with:

- 1) An individual 2.36% interest in the common areas and facilities of the Condominium described in the Master Deed appertaining to the Subject Unit:
- 2) An easement for the continuance of all encroachments by the Subject Unit on the adjoining units or on the common areas and facilities existing as a result of construction of the Building, or that may come into existence hereafter as a result of:
  - (a) settling of the Building; or
  - (b) condemnation or eminent domain proceedings
  - (c) alteration or repair of the common areas and facilities or any part thereof made pursuant to the provisions of the Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust of the Mystic Green Condominium Trust as the same may be from time to time amended; or
  - (d) repair or restoration of the Building or any Unit therein after damage by fire or other casualty; and

- 3) An easement to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities located in the other units and serving the Subject Unit.

The Subject Unit is hereby conveyed subject to:

- 1) Easements in favor of the adjoining units and in favor of the common areas and facilities for the continuance of all encroachments of the adjoining units or common areas and facilities on the Subject Unit existing as a result of construction of the Building or that may come into existence hereafter as a result of:
  - (a) settling of the Building; or
  - (b) condemnation or eminent domain proceedings, or
  - (c) alteration or repair of the common areas and facilities or any part thereof made pursuant to the provisions of the Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust of the Mystic Green Condominium Trust as the same may be from time to time amended; or
  - (d) repair or restoration of the Building or any Unit therein after damage by fire or other casualty; and
- 2) An easement in favor of the Owners of the other units to use all pipes, wires, flues, ducts, conduits, plumbing lines or other portions of the common areas and facilities located in the Subject Unit and serving other units;
- 3) The provisions of the Master Deed and Master Plan of the Condominium recorded simultaneously with and as part of the Master Deed, and the provisions of the Declaration of Trust of the Mystic Green Condominium Trust and Bylaws and Rules and Regulations appended thereto (which Declaration of Trust of the Mystic Green Condominium Trust dated September 25, 2013 and recorded with the Middlesex South Registry of Deeds in Book 62692, Page 1), as the same may be amended from time to time by instruments recorded with said Deeds, which provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time interest or estate in the Subject Unit, including his or her family, tenants, servants, visitors and occupants, as though such provisions were recited and stipulated at length herein.
- 4) Easements, rights, obligations, provisions, agreements, restrictions, building line limitation, zoning regulations, public utility and telephone easements, easements in favor of the Declarant of the Master Deed, and all other matters set forth or referred to in the Master Deed; and
- 5) The provisions of Massachusetts General Laws, Chapter 183A (“Condominiums”).

Being a portion of the premises conveyed to Michael A. Casoli as Trustee of the Casoli Trust, which deed is recorded in the Middlesex South District Registry of Deeds in Book 39907, at Page 429.

The Subject Unit is intended only for residential use not more than one family unit, nor more than three unrelated persons, provided, however, that the Subject Unit may also be used as an office and/or artist's studio, but (i) only accessory to such residential use; (ii) only if and to the extent such accessory office and/or artist's studio use is permitted by the applicable zoning laws; and (iii) only in accordance with the restrictions on such office and/or artist's studio use set forth in the Bylaws of the Mystic Green Condominium Trust and Rules and Regulations thereof, as the same may from time to time be amended.

The Subject Unit shall not be used or maintained in a manner inconsistent with the provisions of the Master Deed, or this Unit Deed, or the Mystic Green Condominium Trust and the Bylaws and rules and regulations thereof, as the same way from time to time be amended.

This Unit is also subject to a Local Initiative Program Affordable Housing Deed Rider recorded at Middlesex South District Registry of Deeds at Book 63550, Page 403.

For title see deed recorded at Middlesex South District Registry of Deeds at Book 63550, Page 399.

These premises will be sold and conveyed subject to and with the benefits of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, and all unpaid taxes, tax titles, tax liens, water and sewer liens, and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.

**TERMS OF SALE:**

A deposit of TEN THOUSAND (\$10,000.00) DOLLARS by certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid, within Thirty (30) Days, by certified or bank check or wire transfer at the law offices of Frisoli Associates, P.C., Bulfinch Square, 43 Thorndike Street, Cambridge, MA 02141. Other terms and conditions will be provided at the place of sale.

The deposit paid at the time of sale shall be forfeited if the purchaser does not comply strictly with the terms of the sale. The purchaser will be responsible for all closing costs, including, but not limited to, outstanding real estate taxes, municipal liens, state documentary stamps, and recording fees.

The successful bidder at the sale of the entire premises shall be required to sign a Memorandum Of Terms Of Sale containing the above terms at the auction sale.

The description of the premises contained in said mortgage shall control in the event of a typographical error in this publication.

Other terms, if any, to be announced at the sale.

East Cambridge Savings Bank  
By Its Attorney,

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Date: February 11, 2021