

SALE OF REAL ESTATE

By virtue of the Judgment and Order of the Boston Municipal Court (Docket # 2006CV000173) in favor of the Trustees of Village at Cleary Square Trust against Parakrama M. Jayasinghe and City of Boston Credit Union, establishing a rolling super lien pursuant to M.G.L. 183A § 6, on the real estate known as Unit 33, 33 Business Terrace, Hyde Park, Massachusetts (“**Unit**”) by the Trustees of Village at Cleary Square Trust (“**Condominium**”), Business Terrace, Hyde Park, Massachusetts, for the purpose of satisfying such lien, the same will be sold at public auction sale at **10:00 a.m. on Wednesday, March 24, 2021** at the subject Unit. The Unit to be sold is more particularly described as follows:

The Unit is in that condominium known as Village at Cleary Square Condominium, created by Master Deed and Declaration of Trust, each dated April 1, 2005, and recorded with the Suffolk County Registry of Deeds in Book 36794, Pages 211 and 314, respectively, as amended, together with said Unit’s undivided interest in the common area and facilities (the “**Common Elements**”) as described in said Master Deed, as amended.

The post office address of the Condominium is 54 Business Terrace, Hyde Park, Boston, Massachusetts. The Unit and the Condominium are subject to the provisions of Massachusetts General Laws Chapter 183A.

The Unit hereby conveyed is shown on the plans of the building filed simultaneously with the Master Deed with said Deed, a copy of a portion of which plans are attached to the first Unit Deed.

Said Unit is conveyed together with an undivided percentage interest in the common areas and facilities of the Condominium as set forth in said Master Deed and the same interest in the Condominium Trust recorded with said Deeds.

Said Unit is conveyed subject to and with the benefit of (1) the provisions of M.G.L. Chapter 183A, as amended; (2) the provisions and matters as set forth in the Master Deed, as amended; (3) the provisions and matters as set forth in the first unit deed and floor plans recorded therewith; and (4) the provisions of the Declaration of Trust of said Condominium Association, as amended.

Said Unit is conveyed together with the right of easements appurtenant to said Unit as described in the Master Deed.

Being all and the same premises conveyed to Parakrama M. Jayasinghe by Quitclaim Deed dated April 4, 2005, and recorded at Suffolk Registry of Deeds, Book 37464, Page 180.

The Unit is to be sold subject to and with the benefit of all easements, restrictions, building and zoning laws, tenants or occupants, prior mortgages, unpaid taxes, tax titles, water bills, municipal liens and assessments, common area charges, and all other claims in the nature of liens, having priority over the said Judgment, if any there be.

No representation is or shall be made as to any mortgages, liens, encumbrances or the condition of the subject Unit.

TERMS OF SALE: A non-refundable deposit of Five Thousand (\$5,000.00) Dollars shall be required to be made payable to Village at Cleary Square Trust in cash, by certified check or by Bank Cashier's check at the time and place of sale. The balance of the purchase price is to be paid to Village at Cleary Square Trust, in cash, by certified check or by Bank Cashier's check in or within thirty (30) days from the date of sale to be held in escrow until delivery of the deed.

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

Trustees of Village at Cleary Square Trust
By their Attorney,

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Dated: January 28, 2021