

## SALE OF REAL ESTATE

By virtue of the Judgment and Order of the Worcester District Court (Docket # 2162CV000777) in favor of the Trustees of Park Terrace Condominium Trust (“Condominium”), against Steven K. Hemingway as the Personal Representative of the Estate of Phillip A. Picard, establishing a lien pursuant to M.G.L. 183A § 6, on the real estate known as Unit #1 in the Park Terrace Condominium, 71 Park Terrace Road, Worcester, Massachusetts (“Unit”), for the purpose of satisfying such lien, the same will be sold at a public auction sale at the Condominium at 10:00 a.m. on Thursday, August 25, 2022. The Unit to be sold is more particularly described as follows:

The Unit is in that condominium known as Park Terrace Condominium, established under Declaration of Trust (“Declaration”) and pursuant to Master Deed (“Master Deed”), each dated April 19, 1990 and recorded at Worcester County Registry of Deeds (“Registry of Deeds”), at Book 12750, Pages 176 and 158, respectively, together with said Unit’s undivided interest in the common area and facilities as described in said Master Deed.

The post office address of the Condominium is of 71 Park Terrace Road, Worcester, Massachusetts 01604. 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, a copy of which plans are attached to the first unit deed to the Unit.

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.

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 said Declaration, 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 Phillip A. Picard by deed dated October 24, 2017, and recorded at the Registry of Deeds at Book 57991, Page 309.

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 Unit.

**TERMS OF SALE:** A non-refundable deposit of Five Thousand (\$5,000.00) Dollars shall be required to be made payable to the Park Terrace Condominium 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 the Park Terrace Condominium 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 the Park Terrace  
Condominium Trust  
By their Attorney,

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Dated: July 8, 2022