

**SALE OF REAL ESTATE**  
**UNDER GL c 183A § 6**

By virtue of a Judgment entered by the Middlesex Superior Court (Docket No. 2381CV00947) in favor of Ira Weinman, Susan Brill, and Matthew Bell, as Trustees of the Courtyard Townhouses Condominium Trust (the "Trust") against Ellen Karp-Weiss a/k/a Ellen Karp (the "Defendant") establishing a lien pursuant to G.L. c. 183A §6 on the real estate known as and numbered Unit 11 of the Courtyard Townhouses Condominium located at 1115 Beacon Street, Newton, MA, for the purpose of satisfying such lien the Unit will be sold at public auction conducted on March 13, 2024 at 12:00 P.M. at 1115 Beacon Street, Unit 11, Newton, MA.

The premises to be sold are more particularly described as follows: Unit 11 (the "Unit") of the Courtyard Townhouses Condominium (the "Condominium") created by Master Deed dated March 19, 1998 and recorded with the Middlesex South Registry of Deeds in Book 28324, Page 525, as amended of record. The Unit contains 2,852 sq. ft. and is shown on the plan attached to the Unit Deed recorded in Book 28582, Page 428, to which plan there is affixed a verified statement in the form provided for in Section 9 of M.G.L. c. 183A. The Condominium consists of the Land, with the Buildings and improvements thereon, shown on a plan entitled "Courtyard Townhouses Condominium, Site Plan of Land, 1121 Beacon Street, Newton, Mass." dated February 25, 1998, prepared by Verne T. Porter, Jr., PLS, filed with the Master Deed (the "Plan of Land"). The Unit is conveyed together with: (a) an undivided seven and 30/100 percent interest (7.30%) in the common areas and facilities of the Condominium; and (b) an easement for the exclusive use of certain common areas of the Condominium to the extent set forth in Section 7 of the Master Deed; and (c) an easement for the continuance of all encroachments by the Unit on the other Unit or the common areas and facilities existing as a result of construction of the Buildings, or which may come into existence hereafter as a result of the reconstruction, repair, shifting, settlement or other movement of any portion of the improvements comprising the Condominium; and (d) an easement in common with the owners of the other Unit to use all pipes, wires, ducts, flues, cables, conduits, public utility lines, and other portions of the common areas and facilities located in the other Unit or elsewhere in the Condominium and serving the Unit; and (e) the right to use the common areas and facilities in common with other Unit and others entitled thereto in the Condominium, except for the common areas subject to exclusive use described in Section 7 of the Master Deed which are reserved for the use of the Unit to which such rights of exclusive use appertain. The Unit is conveyed subject to (a) all easements and rights in favor of other unit owners set forth in the Master Deed, (b) the provisions of the Master Deed, the Declaration of Trust of the Courtyard Townhouses Condominium Trust (the "Declaration of Trust") dated March 12, 1998 and recorded with the Registry at Book 28324 Page 549, the By-Laws set forth in the Declaration of Trust and any rules and regulations promulgated thereunder, as the same may be amended from time to time by the filing of an instrument effectuating the same, which provisions, together with any amendments thereto, shall constitute covenants running with the Land and shall bind any person having at any time any interest or estate in the Unit, its family, servants, invitees or visitors, as though such provisions were recited and stipulated in their entirety herein; and (c) all easements, covenants, agreements and restrictions of record, as the same

may now be in force and applicable; and (d) such taxes for the current fiscal year as are not now due and payable; and (e) the provisions of G.L. c. 183A, as it may be amended from time to time. The Unit is to be used only for residential purposes specified in the Master Deed and is subject to the restrictions contained in Section 11 thereof. Being the same premises conveyed to Ellen Karp-Weiss by deed record with Middlesex South Registry of Deeds in Book 28582, Page 428.

Terms of Sale:

1. Non-refundable certified check for \$10,000.00 shall be paid by the successful bidder for the Unit at the time of the auction.
2. The balance of the purchase price shall be paid within thirty (30) days of the auction.
3. Release Deed from the Trustees of Courtyard Townhouses Condominium Trust shall be issued to purchaser upon payment in full of the sale price. The Deed shall convey the Unit subject to, and with the benefit of, any restrictions, easements, improvements, assessments, encumbrances, mortgages, liens or claims in the nature of liens which are, by operation of law, conveyed with the Unit.
4. No representation is or shall be made by Seller as to the status of any mortgage or other liens.
5. The successful bidder shall pay the future condominium common charges commencing with the date of the auction.
6. No representation is or shall be made as to the condition of the Unit or the Condominium. The Unit shall be sold "as is".
7. The Trustees shall have the right, but shall not be obligated, to convey title to the Unit to the second highest bidder at the auction if the highest bidder should fail to complete the purchase as required.
8. Other terms to be announced at the sale.

The sale is pursuant to a Judgment entered by the Middlesex Superior Court, a copy of which may be viewed at the office of Attorney Daniel P. McGeary, 100 State Street, Suite 200, Boston, MA 02109, 617-523-1760, attorney for Ira Weinman, Susan Brill, and Matthew Bell, as Trustees of the Courtyard Townhouses Condominium Trust, by appointment.

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Daniel P. McGeary  
Attorney for Ira Weinman, Susan Brill,  
and Matthew Bell, as Trustees of  
the Courtyard Townhouses  
Condominium Trust