

SALE OF REAL ESTATE
UNDER GL c 183A § 6

By virtue of a Judgment entered by the Essex County Superior Court (Docket No. 2277CV00934) in favor of Amy Alpert, Trustee of the Hamlet Condominium Trust (the “Trust”) against Beth Ann Medina (the “Defendant”) establishing a lien pursuant to G.L. c. 183A §6 on the real estate known as and numbered Unit 23G of The Hamlet Condominium located at 1 Nightingale Lane, Unit 23G, Salem, MA 01970, and for the purpose of satisfying such lien the Unit will be sold at public auction conducted on November 4, 2025, at 11:00 A.M. at 1 Nightingale Lane, Unit 23G, Salem, MA 01970.

The premises to be sold are more particularly described as follows: Unit 23G, a/k/a Unit G in Building 23 (the “Unit”) of The Hamlet Condominium (the “Condominium”) created by Master Deed dated February 24, 1988, and recorded with the Essex South County Registry of Deeds in Book 9406, Page 360, as is amended of record. The Unit contains 1460 sq. ft. and is shown on the plan recorded with the Third Amendment to Master Deed in Plan Book 242, Page 29. The Condominium consists of the Land, with the buildings and improvements thereon, shown on a plan entitled “Plan of Land in Salem, Mass. Property of Ledgemere Condominium Corporation, 290 Eliot Street, Ashland, Mass. Scale 1” = 40’ dated August 25, 1988, Phase V, Part II,” prepared by North Shore Survey Corporation, 181 Essex Street, Salem Massachusetts, and recorded with said Registry in Plan Book 244, Page 3 (the “Plan of the Land”). The Unit is conveyed together with: (1) an undivided .608 percent interest in the common areas and facilities of the property (“Common Elements”) described in said Master Deed attributable to the Unit, (2) an exclusive right to use such attic, patio, deck or balcony as may be contiguous thereto or as may subsequently be built. Such presently unbuilt patio, deck, or balcony may be built only in those areas referred to as “deck areas for the exclusive use of the adjacent unit” on the plans recorded with the Master Deed, and may not be built without the written approval of the Board of Trustees of The Hamlet Condominium Trust, (3) an easement for the continuance of all encroachments by the Unit on any adjoining Units or Common Elements existing as a result of construction of the Building, or which may come into existence hereafter as a result of settling or shifting of the Building, or as a result of repair or restoration of the Building or the Unit after damage or destruction by fire or other casualty, or by reason of any alteration or repair to the Common Elements made by or with the consent of the Board of Trustees, (4) an easement in common with the owners of other Units to use any pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements located in any of the other Units or elsewhere on the Property, and serving the Units, (5) an exclusive easement for use of parking that rectangular surface area of the driveway which begins at the exterior surface of the garage door(s) appurtenant to the Unit, for a width of nine (9)

feet and having a length of twenty (20) feet, (6) a semi-exclusive right (if applicable) to use the interior stairwell, staircase and storage area, adjacent to the Unit, leading from the first floor to the garage, and (7) rights and easements in common with other Unit Owners as described in the Master Deed and Declaration of Easements. The Unit is conveyed subject to (1) easements in favor of adjoining Units and in favor of the Common Elements for the continuance of all encroachments of such adjoining Units or of Common Elements on the Unit, now existing as a result of construction of the Building, or which may come into existence hereafter as a result of settling or shifting of the Building, or as a result of repair or restoration of the Building or of any adjoining Unit or the Common Elements after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of any alteration or repair to the Common Elements made by or with the consent of the Board of Trustees, (2) an easement in favor of the other Units to use the pipes, wires, ducts, flues, conduits, cables, public utility lines and other Common Elements located in the Unit or elsewhere on the property and serving such other Units, (3) exclusive rights in favor of the owners of other Units to use designated parking spaces, (4) exclusive rights in favor of the owners of other Units to use such attic, patio, deck or balcony presently adjacent to their units or subsequently erected adjacent thereto in accordance with the requirements of the Master Deed, as amended, (5) a semi-exclusive right (if applicable) to use the interior stairwell, staircase and storage area adjacent to the Unit leading from the first floor to the garage; and, (6) the provisions of said Chapter 183A, the Master Deed, Declaration of Trust, Declaration of Easements and the plans of the Condominium recorded simultaneously with and as part of the Master Deed, Declaration of Trust, Declaration of Easements or plans as the same may be amended from time to time by instrument recorded in the Essex South Registry of Deeds, 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, as well as the Unit Owner's family, servants and visitors, as though such provisions were recited and stipulated at length therein. The Unit is to be used only for residential purposes specified in the Master Deed and is subject to the restrictions contained in Section 9 thereof. Being the same premises conveyed to Beth Ann Medina by deed record with Essex South Registry of Deeds in Book 12719, Page 295.

Terms of Sale:

1. Non-refundable deposit of \$10,000.00 shall be paid by certified check 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 by certified check or wire transfer.
3. A Release Deed from the Board of Trustees (the "Trustees") of the Hamlet 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 Essex 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 the Hamlet Condominium Trust

Daniel P. McGeary, Esq.
Attorney for the
Hamlet Condominium Trust