

LIEN ENFORCEMENT PROCESS

The following is a brief description of the steps required to be taken by a condominium owners' organization in order to protect its interests under Massachusetts General Laws, C. 183A, Section 6(c) and foreclose its lien under C. 254, Section 5 and 5A.

1. **NOTICE OF LIEN TO UNIT OWNER:** Under Chapter 183A Section 6(c), if a Unit Owner is more than 60 days in arrears a notice is to be sent, both certified and first class mail, to the Unit Owner. Review the records at the Registry of Deeds to obtain a copy of the owner's deed and identify the actual record owner(s) of the Unit. Is the unit owner occupied? If not, find out from Association what is correct mailing address of the owner. In addition, conduct a pacer check for any bankruptcy filings – must be in state in which the owner resides, not where the property is located. Letter to owner must contain FDCPA language.
2. **TITLE EXAMINATION:** If the owner remains delinquent after the initial notice, obtain a title examination from the date the Unit Owner purchased thru the current date. This is necessary to ensure that the statutory notices are sent to the correct persons and mortgage holders.
3. **NOTICE OF LIEN TO LENDER:** (60 day) Once the title examination is performed, and the owner remains more than 60 days in arrears, the statute requires that a notice of the lien is both certified and first class mail, to the first mortgage holder of record. Verify that the mortgagee as listed of record is still in existence or changes its name.
4. **NOTICE OF INTENT TO INITIATE LIEN ENFORCEMENT ACTION TO LENDER:** (30 day) Should there be no response from the unit owner or lender and the lien remains unpaid, the next step under Section 6(c) is to issue a notice to the first mortgage holder of the Association's intent to commence a lien enforcement action within 30 days should the delinquency continue, by filing a complaint with the appropriate Court. This notice must also be sent certified and first class mail.
5. **COMMENCEMENT OF THE LIEN ENFORCEMENT ACTION: COMPLAINT**
Should the notices to the owner and mortgagee not result in payment of the lien, the next step is to commence the lien enforcement action by filing a complaint with the appropriate court. To maximize the benefits under Chapter 183A Section 6(c), suit should

be commenced no later than after the sixth monthly payment is missed. A Complaint is prepared and filed in the appropriate court stating that the Unit Owner has a lien on their unit that must be satisfied. District Court, Housing Court and Superior Court all have concurrent jurisdiction. Decide which Court makes best sense for the Association's situation. The Complaint must name the Association, the unit owner(s), and all other lien holders of record, such as the mortgagee(s), attaching creditors, taxing authorities, and heirs of an Estate if the unit owner is deceased. The Complaint further requests that the Court allow the Association's lien to be enforced by foreclosure and grant the Association priority over the various lien holders, including the priority lien over the First Mortgagee. The Unit Owner and all lien holders are then served with a copy of the Complaint and a Summons, and an attested copy of the Complaint is recorded with the Registry of Deeds. Pursuant to MGL c. 254 sec. 5 recording of the complaint must be within 30 days of the commencement of the action. Check Pacer for any bankruptcy filings prior to filing the Complaint.

6. **RETURN OF SERVICE AND REQUEST FOR DEFAULT JUDGMENT AND HEARING:** Once all parties are served with a copy of the Complaint, they have 20 days after the date of service to file an Answer to the Complaint with the Court. Once 20 days has passed after service of the last Defendant, advise the Court that service has been made and if no Answer filed, request the Court enter a default against the Defendants. All parties are provided with Notice of same. Upon the entry of the default by the Court, file for a default judgment by filing a Motion and Entry of Default Judgment with the Court, along with the necessary Affidavits and Memorandum in Support of the Motion and schedule a hearing on the Motion. Superior Court – you request a hearing date from the Court.
7. **MOTION FOR SUMMARY JUDGMENT:** In the event that a Defendant files an Answer to the Complaint, you need to file a Motion for Default Judgment as to all non-responding Defendants and a Motion for Summary Judgment with accompanying Memorandum and Affidavits for the Answering Defendant which is a procedure indicating that there are no genuine issues of fact in the case and that the Association is entitled to judgment as a matter of law. A Hearing is then scheduled.

8. **JUDGMENT AND ORDER:** At the time of the Hearing on either Default or Summary Judgment, it is requested that the Court enter a Judgment and Order allowing the Association to foreclose its lien upon the Unit. For complaints filed in District Court there is a 10 day appeal period after Judgment enters. For Superior Court matters, the appeal period is 30 days. Once the appeal period has expired, the Association can then proceed with the foreclosure process to foreclose on the lien against the Unit.
9. **NOTICE OF SALE:** Chapter 254, sections 5 and 5A dictate how a Chapter 183A lien sale is conducted. The Association must engage a licensed auctioneer to conduct the sale and a notice of the sale, including the date, time and place of the sale and a description of the Unit must be published in a newspaper published or circulated in the county where the property is located for 3 consecutive weeks.
11. **NOTICE OF SALE – MAILINGS:** A copy of the Notice of Sale must be mailed by certified and first class mail to the Unit Owners and to all parties having a recorded interest in the Unit 30 days prior to the lien sale date, no less than 14 days prior to the sale date.
12. **MEMORANDUM OF SALE AND BIDDER’S PACKAGES:** The Memorandum of Sale acts as the buyer’s purchase and sale agreement and sets forth the terms and conditions under which the buyer is purchasing. A copy of the Memorandum of Sale, Municipal Lien Certificate, Judgment and Order and Unit Plan is included in a Bidder’s package that is distributed to all qualified bidders who show the required deposit check.
13. **LIEN FORECLOSURE SALE:** At the appointed time, the Auctioneer will read aloud to all bidders, the Notice of Sale as was published and the Memorandum of Sale. Association counsel will then make any announcements - while not required by law, it is beneficial to state the following:
 - a. remind bidders this is a condo lien foreclosure sale and not a mortgage foreclosure sale;
 - b. advise that the successful bidder is taking title to the Unit subject to any outstanding real estate taxes due and owing to the municipality and subject to any occupants of the Unit – whether owner or tenants;
 - c. advise that the successful bidder will be responsible for subsequent monthly condo fees and provide the current monthly fee amount;

d. advise whether there are any current or soon to be implemented supplemental assessments that will affect the monthly condo fee payment;

e. advise whether the unit is registered land.

Once the high bid is accepted and the auctioneer announces the Unit is sold, obtain the bidder's deposit check and have them sign the Memorandum of Sale.

14. **CLOSING:** Per the conditions of the Memorandum of Sale the successful Bidder is responsible for payment of all recording fee costs. Provide bidder with an attested copy of Judgment and Order, the MLC, attested copy of Bankruptcy Order allowing relief from stay (if any), Auctioneer's Deed and Attorney's Affidavit.

NOTICE OF LIEN LETTER - OWNER

Date

VIA CERTIFIED MAIL #
AND FIRST-CLASS MAIL

Owner Name

Owner Address

Notice of Delinquency Pursuant to Massachusetts General Laws
Chapter 183A, Section 6(c)

RE: Unit Owner: Owner name
Condominium: Name of Condominium Trust/Association
Property Address: Unit Address

Dear Owner Name:

This Notice is being provided to you in accordance with the Massachusetts Condominium Act (M.G.L. c. 183A, Section 6(c)). The records of the NAME OF Condominium Trust/Association (a copy of the account ledger is enclosed for your reference) indicate that there is a lien on the above-referenced unit for unpaid common expenses, certain of which amounts are at least sixty days past due.

The Massachusetts Condominium Act provides, among other things, that the Condominium is entitled to its collection costs, including attorney’s fees. As of _____, 2018, the amount of the lien owed to the NAME OF Trust/Association is \$_____, which includes attorneys’ fees and costs incurred through that date. **These amounts are subject to your rights under a certain bankruptcy proceeding filed with the District of XX as Case No. XXX.** Because of continuing common expense assessments, interest, late fees, attorneys fees and other charges which may become due in the future, the amount due on the account may be greater than this stated amount. Therefore, it is recommended that you inquire with the undersigned as to the total amount required to pay the lien and bring the account current prior to making payment.

This Notice is being provided in accordance with the Massachusetts Condominium Act on behalf of the NAME OF Trust/Association in its efforts to enforce the lien on the unit securing those obligations. You should be aware that this law provides that the Mortgage Lender, if any, be given notice of the lien and that the NAME OF Trust/Association may file a lawsuit to establish and enforce its lien. While the lawsuit will not seek personal liability against you, a result of that lawsuit may be the foreclosure of the lien and sale of the Unit. This can be avoided if the lien is promptly paid in full. If you wish to propose a payment plan, it must be in writing and emailed to the email address noted below, faxed or mailed immediately to the undersigned. Please be aware that acceptance of any payment plan is at the full and absolute discretion of the NAME OF

Trust/Association. If you have any questions regarding the content of this letter, you may contact the undersigned at XXX-XXX-XXXX, or at **e-mail address**.

NOTICE OF IMPORTANT RIGHTS TO CONSUMERS

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the lien amount or any portion thereof, this office will assume the lien amount is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute the validity of the lien amount or any portion thereof, this office will obtain verification of the lien amount or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request of this office in writing within 30 days after receiving this notice, we will provide you with the name and address of the original creditor, if different from the current creditor.

PLEASE BE FURTHER ADVISED, that although you have thirty (30) days to notify the undersigned of a dispute as to the validity of the debt, this **SHALL NOT** prevent the undersigned from taking legal action against you.

NAME OF YOUR LAW FIRM is acting as a debt collector for the Condominium named on the first page of this letter, to collect the debt referenced in this letter. Any information obtained by us will be used for that purpose.

Very truly yours,

NAME

Enclosure

NOTICE OF LIEN TO LENDER - 60 DAY

DATE

VIA CERTIFIED MAIL #
AND FIRST-CLASS MAIL

BANK NAME
BANK ADDRESS

Notice of Delinquency Pursuant to Massachusetts General Laws
Chapter 183A, Section 6(c)

RE: Unit Owner: NAME OF OWNER
 Condominium: NAME OF CONDOMINIUM
 Property Address: FULL ADDRESS WITH ZIP CODE

Dear Sir/Madam:

In accordance with the provisions of Massachusetts General Laws, Chapter 183A, Section 6(c), as amended, notice is hereby given that the above-referenced NAME OF CONDOMINIUM has a lien on the above-referenced unit in the amount of \$XXX (statement enclosed). Certain of these common expenses are at least sixty days overdue.

Under M.G.L. c. 183A, Section 6(c), the lien for six months of common expenses together with attorneys' fees and costs will be prior to the first mortgage on the unit. Your assistance in securing the payment of such amounts is requested.

Very truly yours,

Enclosure

NOTICE OF INTENT TO INITIATE LIEN ENFORCEMENT ACTION – 30 DAY

DATE

VIA CERTIFIED MAIL #
AND FIRST CLASS MAIL

BANK NAME
ADDRESS OF BANK

Notice of Delinquency Pursuant to Massachusetts General Laws
Chapter 183A, Section 6(c)

RE: Unit Owner(s): OWNER NAME
Condominium: NAME OF CONDOMINIUM
Property Address: FULL ADDRESS OF UNIT WITH ZIP CODE

Dear Sir/Madam:

By certified letter dated _____, 2018, we provided you with notice of the above-referenced unit's lien for unpaid common expenses. In accordance with the provisions of Chapter 183A, Section 6(c), as amended, notice is hereby given of our intent to file/continue an action to enforce the NAME OF Trust/Association lien for delinquent common expenses. Under Section 6(c) the lien for six months of common expenses together with attorney's fees and costs will be prior to your first mortgage on the unit. We again request your assistance in securing the payment of such amounts.

Very truly yours,

COMMONWEALTH OF MASSACHUSETTS

COUNTY, ss. DISTRICT COURT DEPARTMENT
 DIVISION
 CIVIL ACTION NO.

 TRUSTEES OF THE NAME OF)
 CONDOMINIUM TRUST,)
 Plaintiffs)
 vs.)
 UNIT OWNER NAME,)
 Defendant)
 and)
 NAME OF BANK AND ANY OTHER)
 LIENHOLDERS OF RECORD)
 Defendant/Party-In-Interest)

COMPLAINT

PRELIMINARY STATEMENT

1. This is an in rem action brought by the organization of unit owners of a condominium (a) pursuant to M.G.L. c. 183A, ss. 6(a) and 6(c) and c. 254, ss. 5 and 5A, to establish and enforce a lien for unpaid common expenses. This action further seeks a determination of the priority of the unit owner organization’s lien under M.G.L. c. 183A, s. 6(c).

PARTIES

2. The Plaintiffs, the Trustees of the NAME OF Condominium Trust (hereinafter referred to as the “Organization of Unit Owners”), are the duly elected/appointed members of the governing body of the NAME OF Condominium Trust under a Declaration of Trust recorded with the _____ County Registry of Deeds (hereinafter referred to as “Registry of Deeds”) in Book _____, Page _____, which Organization of

Unit Owners is the organization of unit owners of the NAME OF Condominium, a condominium established by Master Deed dated _____, and recorded with the Registry of Deeds in Book _____, Page _____, (hereinafter referred to as the "Condominium"). The Condominium is located on _____ Street in _____, Middlesex County, Massachusetts. The Plaintiffs bring this action pursuant to their powers in the said Declaration of Trust of the Condominium and/or in M.G.L. c. 183A, §10(b)(4) contained. Additionally, they bring this action on behalf of all other parties in interest pursuant to M.G.L. c. 254, §5.

3. The Defendant, NAME OF OWNER (hereinafter referred to as the "Defendant") is the record owner of Unit ____ at the Condominium (hereinafter referred to as the "Unit"), pursuant to a Unit Deed dated _____, and recorded with the Registry of Deeds in Book _____, Page _____. The address of the Unit is Unit _____, Street address, City, State, Zip code. The Defendant maintains an address of _____, MA Zip code.

4. The Defendant/Party-In-Interest, FULL NAME OF BANK (hereinafter referred to as the "First Mortgagee") has a place of business at _____, and is the holder of a first mortgage of record upon the Unit dated _____, and recorded with the Registry of Deeds in Book _____, Page _____, as affected by Assignment of Mortgage dated _____ and recorded with the Registry of Deeds in Book _____, Page _____.

FACTS

5. Pursuant to M.G.L. c. 183A, s. 6, and the applicable provisions of the Condominium's documents, there is a lien against the Unit in the amount of \$_____ (hereinafter "common expenses").

6. Pursuant to M.G.L. c. 183A, s. 6(a) the lien includes attorney's fees and costs incurred by the Plaintiff in pursuing this matter in accordance with said provisions.

7. Pursuant to M.G.L. c. 183A, s. 6(c), the Plaintiffs did give the Defendant notice by certified and first class mail.

8. Pursuant to M.G.L. c. 183A, s. 6(c), the Plaintiffs did give notice to the First Mortgagee, by certified and first class mail, of their intent to file this action.

CAUSES OF ACTION

COUNT I - AGAINST THE UNIT

9. Pursuant to the provisions of M.G.L. c. 183A, ss. 6(a) and 6(c), the amount due as aforesaid, and as such attorney's fees and costs may additionally accrue hereafter, constitute a lien upon the Unit.

COUNT II - ESTABLISHING THE PRIORITY OF THE LIEN

10. Pursuant to the provisions of M.G.L. c. 183A, s. 6(c), the lien on the Unit has priority over all other liens and encumbrances except (a) liens and encumbrances recorded prior to the recording of the aforesaid Master Deed, (b) liens for real estate taxes and other municipal assessments or charges, and (c) any first mortgage of record; provided, however, that as to the first mortgage of record the Plaintiffs' lien is prior thereto to the extent of monthly common expense assessments which became due during the six months prior to the institution of this action plus all attorneys' fees and collection costs incurred by the Plaintiffs in the enforcement thereof.

PRAYER

WHEREFORE the Plaintiffs pray that this Honorable Court:

1. Declare that there is a lien upon the Unit in the amount as may be found.

2. Declare that the lien is entitled to the priority as provided for by law.
3. Order the sale of the Unit to satisfy, in whole or in part, the declared lien.
4. Grant possession of the Unit as a part of said sale.
5. Grant such other relief as may be just and proper.

Respectfully submitted,
TRUSTEES OF NAME OF
CONDOMINIUM TRUST,
By their attorney,

, Esquire

BBO #
FIRM NAME
FIRM ADDRESS
Phone |
Fax |
E-Mail |

DATED:

NOTICE

**NAME OF LAW FIRM IS ATTEMPTING TO COLLECT A DEBT, AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

ATTACH STATEMENT OF DAMAGES

COMMONWEALTH OF MASSACHUSETTS

COUNTY, ss.

DISTRICT COURT DEPARTMENT
DIVISION
CIVIL ACTION NO.

TRUSTEES OF THE NAME OF
CONDOMINIUM TRUST,
Plaintiffs

vs.

UNIT OWNER NAME,
Defendant

and

NAME OF BANK AND ANY OTHER
LIENHOLDERS OF RECORD

Defendant/Party-In-Interest

**MOTION FOR DEFAULT JUDGMENT AND HEARING ON ASSESSMENT OF
DAMAGES AND ISSUANCE OF NOTICE TO SELL
(Pursuant to M.G.L. c. 254, Sections 5 and 5A)**

NOW COME the Plaintiffs in the above-entitled action and hereby request that this Court enter a Default Judgment against the Defendants, INSERT NAMES, and Defendant/Party-In-Interest, INSERT NAME, and hold a hearing to assess the damages and determine the amount of the lien against the Unit. The Plaintiffs further request that this Court enter an Order of Sale, having established the amount of the lien as presented in the attached Memorandum and that said lien has priority pursuant to M.G.L. c. 183A §6 and c. 254, §§ 5 and 5A.

In support of this Motion, the Plaintiffs submit the attached Memorandum of Assessment of Damages, Affidavit of Property Manager, and Affidavit of Counsel.

Respectfully submitted,

Plaintiffs,

TRUSTEES OF THE NAME OF
CONDOMINIUM TRUST,

By their attorney,

Your name , Esquire

BBO #

FIRM

FIRM ADDRESS

Phone |

Fax |

EMAIL@ADDRESS.COM

Dated:

COMMONWEALTH OF MASSACHUSETTS

COUNTY, ss.

DISTRICT COURT DEPARTMENT

____ DIVISION

CIVIL ACTION NO. .

TRUSTEES OF THE NAME OF
CONDOMINIUM TRUST,
Plaintiffs

vs.

UNIT OWNER NAMES,
Defendant

and

NAME OF BANK AND ANY OTHER
LIENHOLDERS OF RECORD

Defendant/Party-In-Interest

MEMORANDUM OF ASSESSMENT OF DAMAGES

The Plaintiffs in the above entitled matter respectfully request that this Court assess the damages comprising the lien in accordance with the following, and thereafter enter a judgment and order establishing a lien in the amount presented herein, and that the lien has priority pursuant to M.G.L c. 183A, as amended, and c. 254, §§ 5 and 5A, on the property described as Unit _____, Massachusetts _____.

FACTUAL BACKGROUND

The Defendants, INSERT NAME, acquired Unit __ (hereinafter the "Unit") at the NAME OF Condominium by deed dated _____, which deed is recorded with the _____ County Registry of Deeds in Book _____, Page ____, (a copy of the Unit Deed is attached hereto as Exhibit A and incorporated herein by reference). Common charges are assessed against said Unit in accordance with the provisions of the Declaration of Trust establishing the NAME OF Condominium Trust recorded with the _____ County Registry of Deeds in Book _____, Page

____, as may be amended of record. (See relevant portions of the Declaration of Trust attached to the Affidavit of Property Manager as Exhibit B).

Pursuant to the terms of the Declaration of Trust and the relevant provisions of the Massachusetts Condominium Act (M.G.L. c. 183A), the Plaintiffs have currently assessed the Unit for its proportionate share of the common expenses of the Condominium in the amount of \$ _____ per month.

ARGUMENT

I: UNPAID COMMON EXPENSE ASSESSMENTS AND ATTORNEYS FEES AND COSTS ARE A LIEN ON THE UNIT AS A MATTER OF LAW

Pursuant to M.G.L. c. 183A §6(a)(i) the Plaintiffs “shall have a lien on a unit for any common expense assessment levied against that unit from the time the assessment becomes due.” Accordingly, the Plaintiffs are entitled to a lien on the Unit in the amount of \$ _____ representing unpaid common expenses through the date of the filing of the Complaint, as a matter of law. (See Affidavit of Property Manager/Treasurer/Trustee)

All costs and attorneys’ fees incurred by the Plaintiffs in an action to enforce its lien are enforceable as a common expense assessment and also constitute a lien on the Unit. Specifically, M.G.L. 183A§6(a)(ii) states that, “[t]he organization of unit owners may also assess any fees, attorneys’ fees, charges, late charges, fines, costs of collection and enforcement, court costs, and interest charged pursuant to this chapter against the unit owner and such assessment shall constitute a lien against the unit from the time the assessment is due, and shall be enforceable as common expense assessments under this chapter.”

As a direct result of the continued outstanding lien for common expenses on the Unit, the Plaintiffs undertook the instant legal action to enforce the lien and have incurred \$ _____ in costs and \$ _____ in attorneys’ fees. (See Affidavit of Counsel).

II. THE PLAINTIFFS ARE ENTITLED TO AN ORDER OF SALE TO SATISFY THE LIEN

Pursuant to M.G.L. c. 183A, §6(c) “a lien under this section shall be enforced in the manner provided in sections 5 and 5A of Chapter Two Hundred Fifty-Four.” The Plaintiffs commenced the case at bar pursuant to the foregoing lien enforcement provisions to determine

the amount of the lien for common expense assessments on the unit and to obtain an order of sale from the Court to satisfy the lien.

In accordance with M.G.L c. 254, §5A, “[w]hen the amount of a lien under section c. 183A has been established by a Court, the Court shall enter an order authorizing the sale of the real estate to satisfy such lien.” The plain reading of the statute requires the entry of an order authorizing a sale of the unit to satisfy the lien. *Trustees of the Sandpiper Condominium v. Snell*, 1994 Mass. App.Div.43 (1994). Said statute is mandatory, not permissive; once the lien amount has been established, an order of sale under c. 254, §§5 and 5A shall issue. *Id.*

CONCLUSION

WHEREFORE, Plaintiffs respectfully request that this honorable Court (i) enter an Order that the total amount of \$_____ constitutes a lien on the Unit pursuant to M.G.L. c. 183A §6(c) and has a priority as set forth therein; and (ii) pursuant to M.G.L. c. 254 §§5 and 5(a) enter an Order of Sale to satisfy said lien.

Respectfully submitted,

Plaintiffs,

TRUSTEES OF THE NAME OF
CONDOMINIUM TRUST,

By their attorney,

Your name , Esquire

BBO #

FIRM

FIRM ADDRESS

Phone |

Fax |

EMAIL@ADDRESS.COM

COMMONWEALTH OF MASSACHUSETTS

COUNTY, ss.

DISTRICT COURT DEPARTMENT
____ DIVISION
CIVIL ACTION NO.

_____)
TRUSTEES OF THE NAME OF)
CONDOMINIUM TRUST,)
Plaintiffs)
vs.)
UNIT OWNER NAMES,)
Defendant)
and)
NAME OF BANK AND ANY OTHER)
LIENHOLDERS OF RECORD)
Defendant/Party-In-Interest)
_____)

AFFIDAVIT OF COUNSEL

I, _____, being duly sworn, depose and say as follows:

1. I am an attorney duly licensed to practice law in the Commonwealth of Massachusetts and am a _____ at the law offices of _____ with a principal office located at _____, Massachusetts 02184.
2. I am counsel for the Plaintiffs, Trustees of the NAME OF Condominium Trust, in the above-entitled action.
3. The following reflects the services rendered to the Plaintiffs in connection with above-captioned action:
 - a. The sum of \$ _____ represents the reasonable legal fees which have been incurred in connection with this action to enforce the lien on the Unit which have been assessed to the account for the Unit. Attached hereto, as Exhibit D, are copies of the invoices which reflect the charges for legal services performed in this matter.

COMMONWEALTH OF MASSACHUSETTS

COUNTY, ss.

DISTRICT COURT DEPARTMENT

____ DIVISION

CIVIL ACTION NO.

TRUSTEES OF THE NAME OF
CONDOMINIUM TRUST,
Plaintiffs

vs.

UNIT OWNER NAMES,
Defendant

and

NAME OF BANK AND ANY OTHER
LIENHOLDERS OF RECORD

Defendant/Party-In-Interest

**MILITARY, INFANCY AND COMPETENCY AFFIDAVIT
(RULE 55(B)(4))**

I, _____, Attorney for Trustees of the NAME OF Condominium Trust, hereby
depose and say that upon information and belief that the Defendants, _____, and the
Defendant/Party-In-Interest, _____, are not infants, incompetents or in the
military service of the United States or any of its allies, as defined in the Servicemembers' Civil
Relief Act.

Signed under the pains and penalties of perjury this ___ day of ___, 2018.

TRUSTEES OF THE NAME OF
CONDOMINIUM TRUST,
By their attorney,

Your name , Esquire BBO #
FIRM
FIRM ADDRESS
Phone/ Fax/EMAIL@ADDRESS.COM

COMMONWEALTH OF MASSACHUSETTS

COUNTY, ss.

DISTRICT COURT DEPARTMENT
DIVISION
CIVIL ACTION NO.

_____)
TRUSTEES OF THE NAME OF)
CONDOMINIUM TRUST,)
Plaintiffs)
)
vs.)
)
UNIT OWNER NAMES,)
Defendant)
)
and)
)
NAME OF BANK AND ANY OTHER)
LIENHOLDERS OF RECORD)
)
Defendant/Party-In-Interest)
_____)

JUDGMENT AND ORDER

This matter came to be heard at this sitting upon the Plaintiffs' Motion for Default Judgment as to Defendants, _____, and Defendant/Party-In-Interest, _____, and such motion having been heard and damages having been assessed, it is hereby ORDERED, ADJUDGED and DECREED as follows:

1. There exists a certain condominium unit, designated as Unit __, of the NAME OF Condominium, with a street address of _____, Massachusetts (the "Unit"), which Unit is part of the NAME OF Condominium, a condominium established by Master Deed dated _____, and recorded with the _____ County Registry of Deeds in Book ____, Page ____. Said Unit is owned by _____, (hereinafter "Defendants") by virtue of a deed dated _____ and recorded with the Registry of Deeds in Book _____, Page ____.
2. Said Unit is subject to a first mortgage of record held by Defendant/Party-In-Interest, _____, (hereinafter referred to as the "First Mortgage") dated _____, and

recorded with the Registry of Deeds in Book _____, Page ____, as affected by an Assignment of Mortgage dated _____ and recorded with said Deeds in Book _____, Page ____.

3. All other parties-in-interest, that is, all persons, firms, or entities having a lien or encumbrance of record on said Unit as of the date of the Complaint, have been duly served with process in this action as appears in the records of this Court.

4. There is a lien against the Unit, pursuant to the provisions of M.G.L. c. 183A §6 for certain unpaid common expenses including common area fee arrearages with interest and late fees, attorneys' fees and collection costs totaling \$_____.

5. Pursuant to M.G.L. c. 183A § 6(c), the foregoing lien has priority over all other liens and encumbrances except (a) liens and encumbrances recorded prior to the aforesaid Master Deed and (b) liens for real estate taxes and other municipal charges against the said Unit.

6. Pursuant to M.G.L. c. 183A, §6(c), the foregoing lien is, additionally, prior to the aforesaid first mortgage of record to the extent of six (6) months of so-called "regular" common expenses plus attorneys' fees and collection costs preceding the institution of each action (hereinafter "Priority Lien").

7. Pursuant to M.G.L. c. 254 §§5 and 5(a) said Unit may be sold as provided by law in an attempt to satisfy this Judgment in whole or in part. Said sale shall be conducted pursuant to M.G.L. c. 254 §§5 and 5(a), as therein specified, and shall be announced by a notice of sale in the form required published in the City of _____. No other provisions of Chapter 254, other than Sections 5 and 5(a) thereof, are hereto applicable. No other publication or advertising need be made. Title shall be conveyed by an Auctioneer's Release Deed.

8. The proceeds of the sale shall be first applied to the amount of the Priority Lien. The remaining proceeds, if any, shall be paid to junior lienholders on the Unit according to their priority in amounts then due. In the event all lienholders on the Unit have been paid in full, then any excess shall be paid to the Defendant.

9. Upon the sale of the Unit to satisfy the lien, any other lien upon the Unit, other than liens and encumbrances recorded prior to the aforesaid Master Deed and liens for real estate taxes and other municipal charges against said Unit, shall be extinguished.

10. The Plaintiffs shall, in accordance with M.G.L. c. 183A § 6(a) and §6(c), be entitled to any and all subsequent legal fees and costs incurred in proceeding with the Sale of the said Unit,

such as advertising costs, auctioneer fees, and attorney's fees and costs thereto related, which fees and costs shall be considered part of the Priority Lien.

By the Court

ENTERED: _____

CERTIFICATE OF SERVICE

I, _____, hereby certify that copies of the Motion for Default Judgment and Hearing on the Assessment of Damages (Pursuant to Rule 55(b)(2)) and Issuance of Notice to Sell (Pursuant to M.G.L. c. 254, Sections 5 and 5(a)), Memorandum of the Assessment of Damages, Affidavit of Property Manager, Affidavit of Counsel, Military Affidavit, Proposed Judgment and Order were served by mail, first class postage prepaid, upon the following:

NAME OF OWNER
OWNER ADDRESS

NAME OF BANK
BANK ADDRESS

I additionally hereby certify that I have notified all interested parties that this matter has been marked for hearing in the above Court, on _____, _____, 2018 at 10:00 a.m.

, Esquire

Dated:

NOTICE

The law firm of _____ is a debt collector. We are attempting to collect a debt. Any information obtained will be used for that purpose.

NOTICE OF SALE

COMMONWEALTH OF MASSACHUSETTS
SALE OF REAL ESTATE
UNDER M.G.L. c. 183A:6

By virtue of a Judgment and Order of the _____ District Court (Civil Action No.), in favor of the Trustees of the NAME OF CONDO Condominium Trust against UNIT OWNERS, et al, establishing a lien pursuant to M.G.L. c. 183A:6 on the real estate known as Unit ___ of the NAME OF CONDO Condominium with a street address of _____, Unit __, City, _____ County, Massachusetts for the purposes of satisfying such lien, the real estate is scheduled for Public Auction commencing at _____ on _____, 2018 at _____, Unit __, City, Massachusetts. The premises to be sold is more particularly described as follows:

DESCRIPTION:

Use description of Unit as contained in Deed into Defendant Owners.

The post office address of the Condominium is: Unit __, _____, City, MA Zip Code.

For title, see Deed to DEFENDANT OWNERS dated _____ and recorded with the _____ County Registry of Deeds in Book _____, Page _____.

In the event of a typographical error or omission contained in this publication, the description of the premises contained in said Unit Deed shall control.

TERMS OF SALE:

1. A non-refundable deposit payable in cash, certified or bank check in the amount of \$5,000.00 for the unit shall be payable at the Auction.
2. The balance of the purchase price is to be paid within thirty (30) days of the auction.
3. An Auctioneer's Release Deed will be issued to the purchaser, upon payment of the balance of the purchase price, within thirty (30) days of the auction. The Deed shall convey the premises subject to, and with the benefit of, all restrictions, easements, improvements, outstanding tax titles, municipal or other public taxes, assessments, liens, or claims in the nature of liens, and existing encumbrances of record senior to the lien hereby being satisfied, whether or not reference to such restrictions, easements, improvements, outstanding tax titles, municipal or other public taxes, assessments, liens or claims in the nature of liens or encumbrances is made in the deed.
4. Additionally, and not by way of limitation, the sale shall be subject to and with the benefit of any and all tenants, tenancies, and occupants, if any.
5. No representation is or shall be made as to any amount of taxes due and outstanding.

6. The successful bidder shall pay the future condominium common charges commencing with the date of the auction.
7. No representation is or shall be made as to any other mortgages, liens, or encumbrances of record.
8. No representation is or shall be made as to the condition of the Premises or the Condominium. The Premises shall be sold "as is."
9. Other items, if any, shall be announced at the sale.
10. The sale is subject to and in accordance with the Judgment and Order, a copy of which may be obtained from the seller's counsel, Attorney _____, FIRM NAME, FIRM ADDRESS, TELEPHONE NUMBER.

NAME OF CONDOMINIUM TRUST,
By its Board of Trustees

NOTICE OF SALE TO UNIT OWNER

, 2018

VIA CERTIFIED MAIL NO. ##
RETURN RECEIPT REQUESTED & FIRST CLASS MAIL

UNIT OWNER NAME
OWNER ADDRESS

**RE: Trustees of the NAME OF Condominium Trust
vs. DEFENDANT OWNERS
Civil Action No.
Unit ADDRESS**

Dear Mr. and Ms. _____:

Pursuant to Massachusetts General Laws, Chapter 254, §§5 and 5A, as amended, enclosed please find a copy of the Notice of Sale of Real Estate under M.G.L. c. 183A, §6, with respect to the premises located at Unit __, STREET ADDRESS, NAME OF CONDOMINIUM, CITY, MA. This sale is brought by the Trust pursuant to a Judgment and Order of the _____ District Court dated _____, 2018 in favor of the Trust. As indicated in the Notice, the public auction sale is scheduled for _____, 2018 at 12:00 Noon on the premises.

Notice to Obligor: The Law Firm of NAME OF FIRM is a debt collector. We are attempting to collect a debt. Any information obtained will be used for that purpose.

Very truly yours,

NAME

Enclosure

NOTICE OF SALE - LENDER

DATE

VIA CERTIFIED MAIL NO. ###
RETURN RECEIPT REQUESTED & FIRST CLASS MAIL

LENDER NAME
LENDER ADDRESS

RE: Trustees of the NAME OF Condominium Trust
vs. DEFENDANT NAMES
Civil Action No.
UNIT ADDRESS

Dear Sir/Madam:

Please be advised this firm is counsel to the NAME OF Condominium Trust (the "Trust") in connection with the above-referenced matter.

Enclosed please find a copy of the Notice of Sale of Real Estate under M.G.L. c. 183A, §6, with respect to the premises located at Unit ____, UNIT ADDRESS, NAME OF CONDOMINIUM. This sale is brought by the Trust pursuant to a Judgment and Order of the _____ District Court dated _____, 2018 in favor of the Trust. As indicated in the Notice, the public auction sale is scheduled for _____, 2018 at 12:00 Noon on the premises.

This notice is provided pursuant to Massachusetts General Laws, Chapter 254, §§5 and 5A as an examination of the title at the _____ County Registry of Deeds shows that you hold an interest of record in the above-referenced property thirty (30) days prior to the Trust's foreclosure sale.

Notice: The Law Firm of NAME OF FIRM is a debt collector. We are attempting to collect a debt. Any information obtained will be used for that purpose.

Very truly yours,

NAME

enclosure

MEMORANDUM OF SALE OF REAL PROPERTY AT AUCTION

Date: of lien sale

City, Massachusetts

Property Address: Unit __, _____, NAME OF Condominium, City, Massachusetts

I, _____, (“Purchaser”) hereby acknowledge having this day purchased at Sale by Public Auction of the Trustees of the NAME OF Condominium Trust (“Seller”) by NAME OF AUCTIONEER, a licensed auctioneer for the sum of _____ (\$ _____), that certain condominium unit (“Unit”), designated as Unit __, _____, City, _____ County, Massachusetts, now or formerly of NAME OF OWNERS, and described in the Notice of Sale hereto attached, to be conveyed by a good and sufficient Auctioneer’s Release Deed, subject to restrictions, orders of condition, easements, improvements, outstanding tax titles, municipal or other public taxes or assessments, federal or state tax liens, other liens or claims in the nature of liens and existing encumbrances of record which have priority over the lien being satisfied, if there be any, including but not limited to, those encumbrances and liens specifically set forth in the printed notice of sale, outstanding water bills, water liens and water taxes, if any, violations, if any, of the State Sanitary Code or any other Federal, State or local statute, public health rule or regulation as may be in force and effect, and rights of persons under the Servicemembers’ Civil Relief Act and further subject to any tenant, tenancies or occupants, if any, and all other matters provided for in M.G.L. c. 183A, §6, and c. 254, §§ 5 and 5A.

The Purchaser acknowledges that he/she is purchasing the Unit in “AS IS” condition, subject to all known and unknown defects, with no representation or warranty of any kind, including, without limitation, any warranty or representation as to construction, fitness for habitation or condition. Purchaser further acknowledges that the Unit is sold subject to any occupants or tenants presently residing in said Unit.

The Purchaser acknowledges that no representations or warranties of any kind whatsoever have been made by or on behalf of the Seller concerning zoning, state of title, utilities, condition of the premises, including without limitation, the existence of any of the following on the auctioned premises: Lead paint, Urea Formaldehyde Foam Insulation, Hazardous Waste or Oil as defined by Massachusetts General Laws Chapter 21C, Asbestos and/or Radon Gas.

The Purchaser is advised that Massachusetts General Laws, Chapter 148, Section 26F requires that smoke detectors be installed in all residential structures. The Purchaser is further advised that Massachusetts regulations 527 C.M.R. 31.000 requires that carbon monoxide detectors be installed in all residential structures. The Purchaser agrees to assume all costs relative to the purchase and installation, plus all costs dealing with inspection fees for such smoke detection and carbon monoxide equipment and that such equipment shall meet all of the minimum State and/or City or Town requirements.

Purchaser agrees to assume all responsibility and costs relative to septic system inspection and system compliance with the regulations and requirements of Title 5, 310 C.M.R. 15.000 et. seq., if applicable.

Purchaser agrees to comply with the terms of sale as stated by the Auctioneer and contained herein having paid Five Thousand (\$5,000.00) Dollars as a **non-refundable deposit**, herewith to bind the sale, to be forfeited to the use of the Seller in case the Purchaser shall fail to comply with the terms of sale, but a forfeiture of said sum shall not release the Purchaser of any liability under this contract at law or in equity.

In the event the Seller cannot deliver title as stipulated or otherwise perform its obligations hereunder, the deposit shall be refunded to the Purchaser and all rights hereunder shall cease and this agreement shall be null and void without recourse to any party hereto or to the Seller or those acting on Seller's behalf. This shall be Purchaser's sole and exclusive remedy at law and in equity.

The balance of the purchase money, _____ (\$ _____) is to be paid by certified check or bank check, in accordance with the terms of sale, within thirty (30) days of the date of the Auction which is _____, 2018 at _____ TIME (if said date is a Saturday or Sunday, then 12:00 Noon on the next business day). An Auctioneer's Release Deed is to be delivered to the Purchaser after the payment of the entire balance of the purchase price, unless otherwise agreed in writing between Seller and Purchaser, to wit: the office of Seller's Attorney _____, NAME OF FIRM, FIRM ADDRESS. Purchaser shall pay all recording fees and stamp taxes. Time is of the essence in regard to this agreement.

No personal property of any kind is included in this sale. Any work done upon the premises or entry into possession before the conveyance of the deed, with or without permission of the Seller, shall be at the sole risk of the Purchaser.

No representation is made that the Purchaser shall be able to obtain title insurance (lender's or owner's) on the Unit and Purchaser shall be obligated to purchase the Unit notwithstanding the fact that Purchaser may not be able to obtain said title insurance.

In the event of a default by the high bidder at the auction sale, the Seller reserves the right to sell the Unit to the second highest bidder, at his or her last highest bid, under the same terms and conditions as were offered at today's auction and without re-offering the Unit at foreclosure sale. Said second high bidder will have five (5) days, after notification by the Seller to make the required deposit and sign the memorandum of sale. In the event that the second highest bidder does not wish to purchase the premises, the holder of the lien reserves the right to purchase the premises at the amount bid by the second highest bidder. The rights of the successful bidder may be assigned with the consent of the Seller.

Prior to and at the time of this sale the following liens, encumbrances and matters are known to affect this Unit:

- A. The provisions of Massachusetts General Laws, Chapter 183A, easements, restrictions, covenants, reservations, terms and conditions contained or referred to in said Master Deed dated _____ and recorded with the _____ County Registry of Deeds (hereinafter, the Registry of Deeds") in Book _____, Page _____ and the Declaration of Trust of the _____ Condominium Trust dated _____ and recorded with said Registry of Deeds in Book _____, Page _____, and the Rules and Regulations promulgated thereunder, all as may be amended of record.
- B. Municipal taxes, including water and sewer charges.
- C. Matters set forth in the Deed dated _____ and recorded with _____ County Registry of Deeds in Book _____, Page _____.
- D. Matters as set forth in the Notice of Sale attached hereto.
- E. Possible occupancy of the Unit by the former record unit owner(s) or tenant(s).

Verbal qualifications and/or statements by the Seller or Auctioneer or their representative agents shall not invalidate or become part of this sale as the Purchaser hereby acknowledges and agrees that he/she has not relied on such statements and has examined to his/her satisfaction the listed premises. This Memorandum of Sale shall constitute the entire agreement of the parties hereto. I have read the above and agree to be bound by it.

Witness our hand and seals this ____ day of _____, 2018.

Purchaser _____
Address: _____
Phone # _____
E-mail: _____

Seller: _____
By: _____, as Attorney
for the Trustees of the _____
Condominium Trust

The above sale is hereby confirmed.

Auctioneer –

AUCTIONEER'S RELEASE DEED

KNOW ALL MEN BY THESE PRESENTS, that, pursuant to a Judgment and Order of the _____ District Court, in and for the County of _____, Commonwealth of Massachusetts, in the matter of the Trustees of the NAME OF Condominium Trust v. DEFENDANT OWNER bearing Docket Number _____, a copy of which Judgment and Order for Sale is recorded herewith, I, NAME OF AUCTIONEER, of The NAME OF AUCTIONEER COMPANY, a licensed auctioneer, after advertising said sale as provided for in the aforesaid Judgment and Order, did sell at public auction on _____, 2018, all the right, title and interest of DEFENDANT OWNER in Unit __, UNIT ADDRESS of the NAME OF Condominium for consideration of \$ _____ (____ Dollars), subject to any outstanding municipal taxes and filed liens for taxes, if any, granting such to NAME OF BUYER, with an address of BUYER ADDRESS ("Grantee").

Thereby releasing to said Grantee such right, title and interest as is permitted to be granted under said Judgment and Order with respect to Unit __ of the NAME OF Condominium Trust, a condominium in _____, _____ County, Massachusetts, created pursuant to and subject to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, by a Master Deed dated _____ and recorded with the _____ County Registry of Deeds in Book _____, Page _____.

The post office address of the Unit is: Unit __, UNIT ADDRESS and the Unit is shown on the plans recorded with the Master Deed.

Unit __ as described in the aforesaid Master Deed together with an undivided fractional interest in the common areas as set forth in the Master Deed as they may be or have been lawfully amended under the provisions of said Chapter 183A.

Subject to and with the benefit of all easements as set forth in said Master Deed.

For my right to convey said title see the Judgment and Order hereinabove referred to.

Meaning and intending to convey those premises conveyed by a Deed to UNIT OWNER
NAME dated _____ and recorded with the _____ County Registry of Deeds in Book _____,
Page _____.

WITNESS my hand and seal this _____ day of _____, 2018.

_____, Auctioneer

NAME OF AUCTIONEER

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this _____ day of _____, 2018, before me, the undersigned notary public,
personally appeared _____, and proved to me through satisfactory evidence of
identification, being (check whichever applies): driver's license or other state or federal
governmental document bearing a photographic image, oath or affirmation of a credible
witness known to me who knows the above signatory, or my own personal knowledge of the
identity of the signatory, to be the person whose name is signed above, and acknowledged the
foregoing to be signed by him voluntarily for its stated purpose.

Notary Public
My Commission Expires:
Print Notary Public's Name:
SEAL

COMMONWEALTH OF MASSACHUSETTS

_____ ss.

Date __, 2018

ATTORNEY'S AFFIDAVIT

General Laws, Chapter 254, Sections 5 and 5A
Re: Conveyance

Release of all interests of

UNIT OWNER NAME

BY

Trustees of the NAME OF Condominium Trust

TO
BUYER

See Release Deed recorded herewith.

Pursuant to M.G.L. c. 254, Sections 5 and 5A, I, NAME OF ATTORNEY, Attorney for the NAME OF Condominium Trust, having obtained a Judgment and an Order for Sale from the _____ District Court in the matter of Trustees of the NAME OF Condominium Trust v. DEFENDANT OWNER, Docket Number _____, under M.G.L. c. 183A, Section 6(c), and c. 254, Sections 5 and 5A, upon my own knowledge hereby depose and state as follows:

1. Annexed hereto is a true and correct copy of the Judgment and Order for Sale entered in the above-referenced matter.
2. I hereby state that the requirements of the Judgment and Order for Sale and of M.G.L. c. 254, Sections 5 and 5A, have been fully complied with.
3. Attached hereto is a true and correct copy of the Notice published pursuant to M.G.L. c. 254, Section 5A, which was published in NAME OF NEWSPAPER on LIST THREE DATES OF PUBLICATION.

4. I hereby state that a Notice of the Lien Foreclosure Sale was sent by certified and first class mail at least fourteen (14) days prior to the sale date to all parties having a recorded interest in the property within 30 days of the sale date.

5. In accordance therewith and recorded herewith an Auctioneer's Release Deed conveying all right, title and interest of DEFENDANT OWNER NAME, as appearing in Deed dated _____ and recorded with _____ County Registry of Deeds in Book _____, Page _____.

6. Reference to the attested copy of the Complaint in the aforementioned action previously recorded is hereby made as being that particular Complaint recorded with said Deeds in Book _____, Page _____.

SWORN AND SUBSCRIBED TO under the pains and penalties of perjury this _____ day of _____, 2018.

NAME OF ATTORNEY

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

_____, 2018

Then personally appeared the above-named _____, personally known to me, and acknowledged to be the person who signed the preceding document in my presence and who swore or affirmed to me that the contents of this document are truthful and accurate to the best of her/his knowledge and belief.

NAME
Public Notary
My commission expires: