

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Howard I. Eisler, to County Mortgage, LLC, dated August 30, 2021, and recorded with the Berkshire County (Middle District) Registry of Deeds in Book 6999, Page 181, for breach of the conditions of said mortgage and for the purpose of foreclosing the same will be sold at Public Auction at 11:00 A.M. on the 21st day of March 2024 at 880 East Street, Unit 16D, Lee, MA 01238, all and singular the premises described in said mortgage,

To wit:

To following described condominium located in Lee, Berkshire County, Massachusetts, described as follows:

The unit known as Unit D ("Unit") in Building No. 16 ("Building"), the VILLAGE AT OCTOBER MOUNTAIN in Lee, Berkshire County, Massachusetts, a Condominium established by October Mountain Development Corporation pursuant to M.G.L. Chapter 183A by Master Deed dated March 29, 1985, and recorded in Berkshire Middle District Registry of Deeds in Book 1113, Page 545&c. ("Master Deed") as amended from time to time, which Unit is shown on the floor plan (the "Floor Plans"), as shown on a site plan (the "Site Plan") filed in said Registry in Drawer 0, No. 1, a copy of a portion of said plans are attached to a deed to Norman Kantowitz and Elinor Kantowitz dated December 13, 1987, and recorded in said Registry in Book 1181, 230&c. to which is affixed the verified statement of a registered land surveyor in the form required by Section 9 of Chapter 183A.

Said Unit is conveyed together with:

- 1) An undivided 0.9524 percent interest in the common areas and facilities of the property described in said Master Deed ("Common Elements") attributable to the Unit;
- 2) 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 (a) settling or shifting of the Building; (b) alteration or repair to the Common elements made by or with the consent of the Board of Managers; (c) repair or restoration of the Building or the Unit after damage by fire or other casualty; or (d) taking in condemnation or eminent domain proceedings.
- 3) An easement in common with the owners of other Units to use, maintain, repair and replace pipes, conduits, chutes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services and other Common Elements located in any of the other units or elsewhere on the property, and servicing the Unit;
- 4) An exclusive right to use one parking space as designated by the Board of Managers;
- 5) Other rights as set forth in the Master Deed;

Said unit is conveyed subject to:

- 1) An easement in favor of other units for the continuance of all encroachments by a 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 (a) settling or shifting of the Building; (b) alteration or repair to the common Elements made by or with the consent of the Board of Managers; (c) repair or restoration of the building or a unit after damage by fire or other casualty; or (d) taking in condemnation or eminent domain proceedings;

- 2) An easement in favor of the other units to use, maintain, repair and replace pipes, conduits, chutes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services and other Common Elements located in the Unit or elsewhere on the Property and serving such other units;
 - 3) the Rights and easements for Phasing of October Mountain Development Corporation as set forth in the Master Deed;
 - 4) the restrictions on use set forth in the Master Deed;
 - 5) The easements in the Declaration of Easements dated March 29, 1985 and recorded in said Registry in Book 1113, Page 537&c;
- Premises to be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.
- 6) The restriction that the Unit is intended for residential purposes. The Unit may not be used as a professional office or for any business use whether or not necessary to such residential use;
 - 7) Other rights as set forth in the Master Deed;
 - 8) The restriction that the private roadways shown on the Site Plans heretofore or hereafter filed with the Registry of Deeds shall not be designed to subdivision specifications by the Town of Lee and will not be accepted by the Town of Lee.

Being the same premises conveyed to the Mortgagor herein by deed of Cleofe Peckio, which deed is to be recorded simultaneously herewith.

Terms of sale: A deposit of five thousand dollars (\$5,000) by certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by wire transfer to Demerle Hoeger LLP, 10 City Square, 4th Floor, Boston, MA 02129 within thirty (30) days from the date of sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. In the event of an error in this publication, the description of the premises contained in said mortgage shall control.

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

County Mortgage, LLC,
Present holder of said mortgage,
By its Attorneys,
Demerle Hoeger LLP
10 City Square, 4th Floor
Boston, MA 02129
(617) 337-4444