

Public Notices

COMMONWEALTH OF MASSACHUSETTS SALE OF REAL ESTATE UNDER G.L. c. 183A, § 6

By virtue of an Order of the Hampden County Superior Court (Docket No. 2279CV00638) in favor of Corey Colonial Condominium Association (the "Association") against the Estate of John F. Lemke, Through Its Personal Representative Matthew Lemke, and Not Individually, establishing a lien pursuant to G. L. c. 183A, § 6 on the real estate known as Unit 53 in the Corey Colonial Condominium, for the purpose of satisfying said lien, the real estate will be sold at Public Auction commencing at 1:00 o'clock p.m. on May 31, 2023 at Corey Colonial Condominium, Unit 53, Agawam, Hampden County, Massachusetts. The real estate to be sold is more particularly described as follows:

The Unit known as No. 53 Type Townhouse in Hingham House ("Building") of COREY COLONIAL, Corey Street, Agawam, Hampden County, Massachusetts, a condominium (the "Condominium") established by the Colebrook Corporation pursuant to M.G.L. Chapter 183A ("Chapter 183A") by Master Deed dated August 1, 1979 and recorded on August 2, 1979 with the Hampden County Registry of Deeds, Book 4807, Page 227, which Unit is shown on the floor plans of the Building filed simultaneously with said Master Deed in said Registry and on the copy of the portion of said plans attached thereto and made a part thereof, to which is affixed the verified statement of a registered architect in the form required by Section 9 of said Chapter 183A.

Said Unit is conveyed together with:

An undivided proportionate interest (expressed as a percentage) in the common areas and facilities of the Property described in said Master Deed ("Common Elements") attributable to the Unit of .6250%.

An exclusive right to use the patio area which extends approximately 10-12 feet perpendicularly from the building line to which the Unit has direct access from the rear of the Unit.

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 of the Unit, after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements made by or with the consent of the Board of Managers.

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 Unit.

Rights and easements in common with other Unit Owners, all as described in the Declaration of Easements by the Grantor dated January

13, 1975 and recorded with said Registry, Book 4091, Page 148, which is incorporated herein by reference (hereinafter referred to as "Declaration of Easements").

Said Unit is conveyed subject to:

The provisions of the Declaration of Easements.

Easements in favor of adjoining units and in favor of the Common Elements for the continuance of all encroachments of such adjoining units for 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 of the Common Elements after damage or destruction by fire or other casualty, or after a taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements made by or with the consent of the Board of Managers.

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.

Exclusive rights in favor of the owners of other units to use the patio areas described in their respective unit deeds.

The provisions of, and matters referred to in the Master Deed, By-Laws and floor plans of the Condominium recorded simultaneously with and as part of the Master Deed, as the same may be amended from time to time by instrument recorded with said Registry, which provisions and matters, 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, his family, servants, and visitors, as though such provisions were recited and stipulated at length herein.

The Unit is intended only for residential purposes, no use may be made of the Unit except as a residence of the Owner thereof or his permitted lessees or members of their immediate families, no residential use may be made thereof by more than one family or by more than three (3) persons that are not related by blood or marriage, and no portion of all thereof may be used as a professional office, whether or not accessory to a residential use.

Being the same premises conveyed to Bethany L. Daley by deed of Jeanette S. Bishop dated April 12, 2004 and recorded in the Hampden County Registry of Deeds, Book 14094, Page 157.

For title, see Deed to John F. Lemke dated May 27, 2005, and recorded with the Hampden County Registry of Deeds in Book 15092, Page 167.

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

TERMS OF SALE

(1) A nonrefundable deposit payable by certified check or by bank check in the amount of Five Thousand Dollars (\$5,000.00) shall be payable at the time and place

of the Auction.

(2) The balance of the purchase price is to be paid by certified check or by bank check within thirty (30) days of the auction.

(3) An Auctioneer's Release Deed will be issued to 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 Auctioneer's Release Deed.

(4) Additionally, and not by way of limitation, the sale of the real estate shall be subject to and with the benefit of any and all tenants, tenancies and occupants, if any.

(5) Condominium Association reserves the right to postpone the sale to a later date by public proclamation at the time and date appointed for the sale and to further postpone any adjourned sale date by public proclamation at the time and date appointed for the adjourned sale date. Successful bidder will be responsible for paying the Massachusetts State Documentary Tax Stamps and all recording fees.

(6) No representation is or shall be made as to any amount of real estate taxes which may be due and outstanding. The successful bidder shall take subject to any such taxes or municipal assessments.

(7) The successful bidder shall pay the future condominium common charges, including any special assessment installments that become due, commencing with the date of the auction and any outstanding special assessments. At Auction the Condominium Association reserves the right to charge the successful bidder a buyer premium of no more than five (5%) of the successful bid amount.

(8) No representation is or shall be made as to any other mortgages, liens or encumbrances of record.

(9) No representation is or shall be made as to the condition of the Unit or the Condominium. The Unit shall be purchased "AS IS."

(10) In the event of a default by the high bidder at the auction sale, the Condominium Association reserves the right to sell the Unit to the second highest bidder, at that bidder's highest bid, under the same terms and conditions as were offered at the auction and without re-offering the Unit at auction.

(11) Other terms, if any, shall be announced at the Auction.

(12) This Auction is subject to and in accordance with the Findings and Order, a copy of which may be obtained from the Association's counsel, Robert C. Sacco, of Lyon & Fitzpatrick, LLP, 14 Bobala Road, 4th Floor, Holyoke, Massachusetts 01040, (413) 536-4000.

COREY COLONIAL
CONDOMINIUM

ASSOCIATION,

By its attorney,
LYON & FITZPATRICK,
LLP

Robert C. Sacco, Esq., BBO
#552250

14 Bobala Road, 4th Floor
Holyoke, MA 01040
(413) 536-4000

FAX: (413) 536-3773
05/04, 05/11, 5/18/2023

COMMONWEALTH OF MASSACHUSETTS SALE OF REAL ESTATE UNDER G.L. c. 183A, § 6

By virtue of an Order of the Hampden County District Court Springfield Division (Docket No. 2223CV000560) in favor of The Plantation Condominium Association through the Board of Managers of The Plantation Condominium, (the "Association") against Steven D. Pope and Evelyn Mikuszewski, establishing a lien pursuant to G. L. c. 183A, § 6 on the real estate known as Unit 14 in the Plantation Condominium, for the purpose of satisfying said lien, the real estate will be sold at Public Auction commencing at 11:00 o'clock a.m. on May 31, 2023 at 14 Plantation Drive, Unit 14, Agawam, Hampden County, Massachusetts. The real estate to be sold is more particularly described as follows:

A condominium, the (Unit) known as No. 14, Type Townhouse in Hadley House ("Building") of the Plantation, 265 School Street, Agawam, Hampden County, Massachusetts, a condominium (the "Condominium") established by the Grantor pursuant to Massachusetts General Laws, Chapter 183A ("Chapter 183A") by Master Deed dated January 13, 1975 and recorded on January 13, 1975 with Hampden County Registry of Deeds, Book 4091, Page 84, which Unit is shown on the floor plans of the Building filed simultaneously with said Master Deed in said Registry and on the copy of the portion of said plans attached thereto and made a part thereof, to which is affixed the verified statement of a registered architect in the form required by Section 9 of said Chapter 183A.

Said Unit is conveyed together with:

1. An undivided proportionate interest (expressed as a percentage) in the common areas and facilities of the Property described in said Master Deed ("Common Elements") attributable to the Unit of 1.5625%. In the event Phase II of Phases II and III are added to the Condominium pursuant to Article 7 of the Master Deed, the undivided interest of the Unit in the Common Elements shall be and become that specified for the respective Phase in Article 3 of the Master Deed.

2. An exclusive right to use the patio area which extends approximately 12 feet perpendicularly from the building line to which Unit has direct access from the rear of the Unit.

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 in 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 the Unit,

after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements made by or with the consent of the Board of Managers.

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 Unit.

5. Rights and easements in common with other Unit Owners, all as described in the Declaration of Easements by the Grantor dated January 13, 1975 and recorded with said Registry, Book 4091, Page 148, which is incorporated herein by reference (hereinafter referred to as "Declaration of Easements").

Said Unit is conveyed subject to easements; rights and provisions as set forth in instrument recorded in Hampden County Registry of Deeds in Book 5000, Page 86.

Being same premises conveyed to Bonnie S. Hart by deed of William A. Franks, Jr. and Rita C. Franks dated September 26, 1985 and recorded in the Hampden County Registry of Deeds in Book 5910, Page 191.

For title, see Deed to Steven D. Pope and Evelyn Mikuszewski dated May 28, 2021 and recorded with the Hampden County Registry of Deeds in Book 23913, Page 356.

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

TERMS OF SALE

(1) A nonrefundable deposit payable by certified check or by bank check in the amount of Five Thousand Dollars (\$5,000.00) shall be payable at the time and place of the Auction.

(2) The balance of the purchase price is to be paid by certified check or by bank check within thirty (30) days of the auction.

(3) An Auctioneer's Release Deed will be issued to 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 Auctioneer's Release Deed.

(4) Additionally, and not by way of limitation, the sale of the real estate shall be subject to and with the benefit of any and all tenants, tenancies and occupants, if any.

(5) Condominium Association reserves the right to postpone the sale to a later date by public proclamation at the time and date appointed for the sale and to further postpone any adjourned sale date by public proclamation at the time and date appointed for the adjourned

sale date. Successful bidder will be responsible for paying the Massachusetts State Documentary Tax Stamps and all recording fees.

(6) No representation is or shall be made as to any amount of real estate taxes which may be due and outstanding. The successful bidder shall take subject to any such taxes or municipal assessments.

(7) The successful bidder shall pay the future condominium common charges, including any special assessment installments that become due, commencing with the date of the auction and any outstanding special assessments. At auction the Condominium Association reserves the right to charge the successful bidder a buyer premium of no more than five (5%) of the successful bid amount.

(8) No representation is or shall be made as to any other mortgages, liens or encumbrances of record.

(9) No representation is or shall be made as to the condition of the Unit or the Condominium. The Unit shall be purchased "AS IS."

(10) In the event of a default by the high bidder at the auction sale, the Condominium Association reserves the right to sell the Unit to the second highest bidder, at that bidder's highest bid, under the same terms and conditions as were offered at the auction and without re-offering the Unit at auction.

(11) Other terms, if any, shall be announced at the Auction.

(12) This Auction is subject to and in accordance with the Findings and Order, a copy of which may be obtained from the Association's counsel, Robert C. Sacco, of Lyon & Fitzpatrick, LLP, 14 Bobala Road, 4th Floor, Holyoke, Massachusetts 01040, (413) 536-4000.

THE PLANTATION
CONDOMINIUM
ASSOCIATION THROUGH
THE BOARD OF
MANAGERS OF THE
PLANTATION
CONDOMINIUM

By its attorney,
LYON & FITZPATRICK,
LLP

Robert C. Sacco, Esq., BBO
#552250

14 Bobala Road, 4th Floor
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(413) 536-4000

FAX: (413) 536-3773
rsacco@lyonfitzpatrick.com

05/04, 05/11, 5/18/2023

Legal Notice of Private Sale

Notice is hereby given by USA Towing, 71 Garden St., Feeding Hills, MA 01030, sale of a motor vehicle pursuant to the provisions of M.G.L. C. 255, Section 39A, that on May 22, 2023 at 8:00 a.m., at USA Towing, said motor vehicle will be sold at a private sale to satisfy the garage keeper's lien for towing, storage and costs of sale.

2017 Appalachia Trailer
VIN: 541FC3433HM000739
NO PLATES ON TRAILER
Last known reg. owner:
Cruz Fontanez
19 Yale St., Springfield, MA
01109

2009 Subaru Forester
VIN: JF2SH63619H775637
Plate#: IRTK39 - MA
Last known reg. owner:
Maureen Sheehan,
483 Springfield St., Apt. 15
Agawam MA 01001
05/04, 05/11, 05/18/2023

Public Notices

AGAWAM CONSERVATION COMMISSION LEGAL AD

The Agawam Conservation Commission will meet on **Thursday, May 11, 2023 at 6:00PM** at the Agawam Senior Center, 954 Main St, Agawam, Ma. The purpose of this meeting will be to hear the Request for Determination of Applicability of Goggin on property at 955 River Road.

By Order of

Henry A. Kozloski,
Chairman
AGAWAM
CONSERVATION
COMMISSION

05/04/2023

LEGAL NOTICE

PUBLIC HEARING AGAWAM CITY COUNCIL

The Agawam City Council will conduct a public hearing on **Monday, May 15, 2023, at 7:00pm** on TR-2023-32 the Capital Improvement Program for Fiscal Year 2024 to Fiscal Year 2028 as submitted to the City Council by the Mayor on April 3, 2023.

The Capital Improvement Program is a prioritized plan of proposed capital improvements over the next five fiscal years. A capital improvement is a project or undertaking which provides for the planning, design, construction, reconstruction, renovation or replacement of

a public building or facility; an addition to a public building or facility; the purchase of land, buildings or facilities for a public purpose; or a long range development study.

TR-2023-32 which is the Capital Improvement Program for Fiscal Year 2024 to Fiscal Year 2028 is available for public inspection on the Town of Agawam website (www.agawam.ma.us) or by emailing the office of the City Clerk for an electronic copy at vgioscia@agawam.ma.us.

BY ORDER OF:

Christopher C. Johnson,
President

Agawam City Council
04/27, 05/04/2023

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Agawam Advertiser News OBITUARY POLICY

Turley Publications offers two types of obituaries.

One is a free, brief **Death Notice** listing the name of deceased, date of death and funeral date and place.

The other is a **Paid Obituary**, costing \$100, which allows families to publish extended death notice information of their own choice and may include a photograph. **Death Notices & Paid Obituaries** should be submitted through a funeral home to: obits@turley.com.

Exceptions will be made only when the family provides a death certificate and must be pre-paid.

PUBLIC NOTICES ARE NOW ONLINE

- 1 Email all notices to notices@turley.com
- 2 Access archives and digital tear sheets by newspaper title.
- 3 Find a quick link to the state of Massachusetts' public notice web site to search all notices in Massachusetts newspapers.

Public notice deadlines are Mondays at noon, Fridays noon for Monday holidays.

visit www.publicnotices.turley.com

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Carrie Smith
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very proud of
you and your
accomplishments.
Good luck
at Springfield
College.



Love Dad, Mom & John