

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by James Ware, II and Katherleen T. Demers a/k/a Kathleen T. Demers to Brockton Credit Union, dated August 26, 2003 and recorded with the Barnstable County Registry District of the Land Court as Document No. 937765, noted on Certificate of Title No. 157164, of which mortgage the undersigned is the present holder, for breach of the conditions of said mortgage and for the purpose of foreclosing same will be sold at public auction at 10:00 AM, on January 17, 2019 on the mortgaged premises being known as 5 Lambeth Circle, Sandwich, Massachusetts, being all and singular the premises described in said mortgage to wit:

Premises: 5 Lambeth Circle, Sandwich, Massachusetts

that land situated in SANDWICH in the county of Barnstable and the Commonwealth of Massachusetts, described as follows:

LOT 10
PLAN 36048-C (Sheet 2)

There is appurtenant to said land a right of way over the ways shown on said plan in common with all others lawfully entitled thereto.

For title of Mortgagor, see Certificate of Title No. 157164.

The premises will be sold subject to and/or with the benefit of any and all restrictions, easements, improvements, covenants, municipal or zoning regulations or requirements, outstanding tax titles, condominium charges, fees, or assessments, municipal or other public or governmental taxes, assessments, outstanding orders of condition or any municipal requirements, and any liens or claims in the nature of liens, and existing encumbrances of record created prior to the mortgage, if any there be, and the rights of tenants and occupants of the premises, if any there be. No representation is made as to the status of any improvements on the mortgaged premises and the Buyer purchases subject to all requirements related thereto.

The premises are being sold with the express acknowledgment that the Mortgagee makes no representation or warranty as to the presence or absence to any wetlands or environmental issue at all, or related to the septic or well systems, if any, or as to any contaminants or other substances, as noted under M.G.L. C21E or any other Massachusetts Statute, Code or Regulation does exist, the correction thereof will be at the Buyer's sole cost and expense, and shall be separate from the purchase price. The Buyer shall indemnify and hold harmless the Mortgagee from any and all costs, expenses or liability related to any of the aforesaid.

TERMS OF SALE:

A deposit of \$7,500.00 DOLLARS shall be paid by the successful bidder to the Mortgagee in cash, by certified or by cashier's check at the time and place of the sale as a deposit. The successful bidder will be required to execute an Auction Sale Agreement immediately after the close of the bidding. The balance of the purchase price shall be paid in cash, by certified check, by cashier's check, or other check satisfactory to Mortgagee's attorney within thirty (30) days thereafter at the offices of BARSH AND COHEN, P.C., Attorneys for the Mortgagee, 189 Wells Avenue, Newton, Massachusetts, in exchange for which and at such time and place, the deed shall be delivered to the purchaser for recording.

The Mortgagee reserves the right to amend the foregoing terms of sale by written or oral announcement made before the auction sale, during the sale thereof or at the commencement of or during any postponed sale, the right to bid at the sale, to reject any and all bids, and to postpone the sale up until the time the property is declared sold by the auctioneer.

The description of the premises contained in said mortgage shall control in the event of an error in the Notice of Mortgagee's Sale or its publication.

OTHER TERMS TO BE ANNOUNCED AT THE TIME AND PLACE OF THE SALE.

Dated: December 10, 2018

Signed: HarborOne Bank f/k/a HarborOne Credit Union
f/k/a Brockton Credit Union
Present Holder of said Mortgage

By its Attorneys,
Barsh and Cohen, P.C.

Neil S. Cohen, Esquire
Attorney for the Mortgagee
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