

MORTGAGEE'S SALE OF REAL ESTATE

By virtue of and in execution of the Power of Sale contained in a certain mortgage given by John P. Davis and Karyn A. Davis to NationsHeritage FCU, dated February 24, 2007, and recorded with Worcester South District Registry of Deeds in Book 40754, Page 176, covering the premises located at 75 Bellingham Road, Blackstone, Massachusetts (the "Premises") of which mortgage HarborOne Bank is the present holder, for breach of the conditions of said mortgage and for the purpose of foreclosing, the same will be sold at Public Auction on January 29, 2019 at 10:00AM, at or upon the mortgaged premises located at 75 Bellingham Road, Blackstone, Massachusetts, more particularly described below, being all and singular the premises described in said mortgage, to wit:

That certain parcel of land together with the improvements thereon situated on Bellingham Road, Blackstone, County of Worcester, Commonwealth of Massachusetts, and shown as Lot 17 on a plan of land entitled "Plan of Land Property of: Kimball Sand Company, Inc. Location: Bellingham Road, Blackstone, Date: May 29, 1993 revised through July 28, 1993 Scale 1" = 50', Teachout Land Surveying, Inc. 110 Church Street, Whitinsville, MA" which plan is recorded with the Worcester County District Registry of Deeds in Plan Book 674, Plan 110 bounded and described as follows: Beginning at a point on the Easterly sideline of Bellingham Road at the Northwest corner of the Lot to be described; said point being at the intersection of the Southerly sideline of Marszalkowski Street; Thence, S. 56-26-53 E. along the Southerly sideline of Marszalkowski Street for a distance of 397.83 feet to a point; Thence, in a general Southerly direction along land now or formerly of Kimball Sand Company, Inc., by a curve to the right having a radius of 20.00 feet and a length of 27.79 feet to a point; Thence, S. 23-10-04 W. along land now or formerly of Kimball Sand Company, Inc., for a distance of 184.39 feet to a point; Thence, N. 56-18-44 W. along Lot 18 for a distance of 414.99 feet to a point; Thence, N. 23-17-55 E. along the Easterly sideline of Bellingham Road for a distance of 149.05 feet to a point; Thence, N. 23-07-39 E. along the Easterly sideline of Bellingham Road for a distance of 50.95 feet to the point of beginning. Subject to a roadway purposes easement 17E over the Westerly portion of the lot bounded and described as follows: Beginning at the Northwest corner of the lot at the intersection of the Southerly sideline of Marszalkowski Street; Thence, S. 56-26-53 E. and 43.12 to a point; Thence, by a curve to the left having a radius of 30.00 feet and a length of 52.56 feet to a point; Thence, S. 23-10-09 W. and 164.08 feet to a point; Thence, N. 56-18-44 W and 7.43 feet to a point; Thence, N. 23-17-55 E and 149.05 feet to a point; Thence, N. 23-07-39 E and 50.95 fee to the point of beginning.

The Mortgagee reserves the right to postpone the sale to a later date by public announcement at the time and date appointed for the sale and to further postpone any adjourned sale date by public announcement at the time and date appointed for the adjourned sale date.

The premises will be sold as-is-where-is and subject to and with the benefit of all rights, restrictions, easements, encroachments, improvements, outstanding tax titles, common charges and assessments, municipal or other public taxes, assessments, Title 5 and environmental matters, if any, tenancies, rights of possession, building and zoning laws, betterments, liens or claims and all other claims in the nature of liens, if any there be, insofar as the same are still in force and applicable to the premises.

In the event of a discrepancy or error in this notice, the description of the premises in said mortgage shall control.

If the successful bidder at the foreclosure sale defaults in purchasing the property according to the terms of this notice of sale or the terms of the Memorandum of Sale executed at the time of the foreclosure, the Mortgagee reserves the right to sell the property by foreclosure deed to the second highest bidder (or other successive bidders, in order of their bid) provided that such other bidder deposits with Mortgagee's attorneys, Kline and Sanders, LLP, the amount of the required deposit as set forth below within three (3) business days after written notice of default of the previous highest bidder and title shall be conveyed to such other bidder within thirty (30) days of the default.

TERMS OF SALE: Five Thousand and 00/100 Dollars (\$5,000.00) is to be paid in cash, certified check and/or bank cashier's check by the Purchaser at the time and place of sale. The balance of the purchase price is to be paid by the Purchaser by certified check and/or bank cashier's check within thirty (30) days thereafter at the offices of Kline and Sanders, LLP, 233 Needham Street, Suite 460, Newton, MA 02464.

Other terms to be announced at the sale.

HARBORONE BANK,
present holder of said mortgage
by its attorney,
KLINE & SANDERS LLP
233 Needham Street, Suite 460
Newton, MA 02464
(617) 964-2200