

MORTGAGEE'S SALE OF REAL ESTATE

By virtue of and in execution of the Power of Sale contained in a certain mortgage given by **Derek Jay Alten and Malissa Ann Alten** to HarborOne Bank, dated October 14, 2020 and recorded with Plymouth County Registry of Deeds in Book 53647, Page 264, covering the premises located at **3 Indian Wind Drive, Scituate, 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 **December 3, 2024 at 10:00 AM**, at or upon the mortgaged premises located at 3 Indian Wind Drive, Scituate, Massachusetts, more particularly described below, being all and singular the premises described in said mortgage, to wit:

The following lands and property, together with all improvements located thereon, lying in Scituate, Plymouth County, MA to wit: The land together with all of the improvements thereon, in Scituate, Plymouth County, Massachusetts, located on the northerly side of Indian Wind Drive and shown as Lot D and D1 on a plan entitled Plan of Land in the Town of Scituate, Massachusetts Located at Indian Wind Drive and Capt. Daniel Litchfield Lane, Dated December 13, 1990, and recorded with Plymouth County Registry of Deeds as Plan No. 91-7, and being more particularly bounded and described as follows, all as shown on said Plan;

Southerly by Indian Wind Drive, in two courses measuring one hundred eighty-six and 33/100 (186.33) feet, and thirty-six and 00/100 (36.00) feet, respectively; Easterly by Lot 23, one hundred ten and 15/100 (110.15) feet; Northeasterly by Lot C, in two courses measuring one hundred ten and 69/100 (110.69) feet, and sixty and 04/100 (60.04) feet, respectively; Westerly by land now or formerly of Jean Scanlan Kent, Trustee, ten and 00/100 (10.00) feet; Northwesterly by land now or formerly of Jean Scanlan Kent, Trustee, one hundred forty nine and 01/100 (149.01) feet; Westerly by Summer Street, seventy and 14/100 (70.14) feet; and Indian Wind Drive sixty-three and 81/100 (63.81) feet. Said Lot D contains 40,007 square feet and includes Parcel D1 containing 532 square feet, all as shown on said Plan.

There included in this conveyance a right of way over the roads shown on Plan entitled Indian Wind Definitive Plan dated April 1986, by Teebagy Associates, and recorded with Plymouth County Registry of Deeds as Plan No. 568 in Plan Book 29, Pages 60-63. This being the same property conveyed to Derek Jay Alten and Malissa Ann Alten, husband and wife, as tenants by the entirety, dated 08/19/2020 and recorded on 08/25/2020 in Book 53312, Page 97, in the Plymouth County Recorders Office.

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 subject to and with the benefit of all rights, restrictions, easements, improvements, outstanding tax titles, municipal or other public taxes, condo

liens, assessments, Title 5 requirements, 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. For informational purposes, the sale is subject to a senior mortgage recorded with Plymouth County Registry of Deeds in Book 53312, Page 100.

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: Twenty Thousand and 00/100 Dollars (\$20,000.00) 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