

MORTGAGEE'S SALE OF REAL ESTATE

By virtue of and in execution of the Power of Sale contained in a certain mortgage given by **Kevin Whitaker** to Mortgage Electronic Registration Systems, Inc. (MERS) acting solely as nominee for Rockland Trust Company dated November 19, 2021 and recorded with Plymouth County Registry of Deeds in Book 56049, Page 287, as affected by Assignment of Mortgage dated September 26, 2022 and recorded with Plymouth County Registry of Deeds in Book 57270, Page 337 and Assignment of Mortgage dated August 17, 2023 and recorded with Plymouth County Registry of Deeds in Book 58207, Page 148, and covering the premises located **283 Mattakeesett Street, Pembroke, Massachusetts** (the "Premises") of which mortgage Rockland Trust Company 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 **April 17, 2025** at 10:00 AM, at or upon the mortgaged premises located at 283 Mattakeesett Street, Pembroke, Massachusetts, more particularly described below, being all and singular the premises described in said mortgage, to wit:

The land, in Pembroke, Plymouth County, in the Commonwealth of Massachusetts, together with any improvements thereon, described as follows: It being Lot #30 as shown on Plan A of the Oldham Pond Land Company, said plan being recorded in Plymouth Registry of Deeds, Plan Book 1, Page 123.

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.

In the event of any typographical error set forth herein in the legal description of the premises, the description as set forth and contained in the mortgage shall control by reference.

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 & 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: Ten Thousand and 00/100 Dollars (\$10,000.00) 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 & Sanders, LLP, 233 Needham Street, Suite 460, Newton, MA 02464.

Other terms to be announced at the sale.

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