

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Marlin D. Knepper and Patricia A. Knepper to BNY Mortgage Company LLC, dated April 10, 2003 and registered at Barnstable County Registry District of the Land Court on April 14, 2003, Document No. 916284, as noted on Certificate of Title No. 106545, assigned to Seattle Mortgage Company by Assignment of Mortgage dated April 10, 2003 and registered with said Registry on April 14, 2003, Document No. 916285, as noted on Certificate of Title No. 106545, and assigned to Bank of America, N.A. by Assignment of Mortgage dated July 28, 2011 and registered with said Registry on September 7, 2011, Document No. 1,172,978, as noted on Certificate of Title No. 106545, and assigned to Secretary of Housing and Urban Development by Assignment of Mortgage dated November 2, 2011 and registered with said Registry on December 21, 2011, Document No. 1,180,616, as noted on Certificate of Title No. 106545, and assigned to Windstream Capital LLC by Assignment of Mortgage dated January 20, 2026 and registered with said Registry on January 30, 2026, Document No. 1,538,104, as noted on Certificate of Title No. 106545, of which mortgage the undersigned is the present holder Windstream Capital LLC, for breach of the conditions of said mortgage and for the purpose of foreclosing same will be sold at public auction at 11:00 AM, on October 9, 2026 on the mortgaged premises being known as 81 Helmsman Drive, Yarmouthport, MA, being all and singular the premises described in said mortgage to wit:

That land situated in Yarmouth in the County of Barnstable and Commonwealth of Massachusetts, bounded and described as follows:

NORTHWESTERLY: by the sideline of Helmsman Drive, one hundred twenty-five and 10/100 (125.10) feet;

NORTHEASTERLY: by Lot 14, one hundred twenty-five and 83/100 (125.83) feet;

SOUTHEASTERLY: by Wood Road, one hundred twenty-five (125) feet; and

SOUTHWESTERLY: by Lot 12, one hundred thirty (130) feet.

All of said boundaries are determined by the Court to be located as shown on subdivision plan 36472-B (sheet 1) dated May 4, 1977, drawn by CMS Associates, Inc., Surveyors, and filed in the Land Registration Office at Boston, a copy of which is filed in Barnstable County Registry of Deeds in Land Registration Book 518 Page 14 with Certificate of Title No. 64254 and said land is shown thereon as Lot 13.

There is expected and excluded from said land the Fee in Helmsman Drive adjacent thereto.

So much of said land, as lies within the limits of Wood Road a shown on said plan, is subject to the rights granted in an easement given to the Inhabitants of the Town of Yarmouth dated November 5, 1980 being Document No. 273,363.

Said land is subject to the rights granted in an easement given to the New Bedford Gas & Edison Light Company et al dated November 5, 1980 being Document No. 273, 833.

Said land is subject to a Declaration of Protective Covenants dated December 21, 1981 being Document No. 291, 446.

There is appurtenant to said land a right of way over Helmsman Drive as shown on said plan to be used in common with all others legally entitled thereto, for all purposes for which ways are used in the Town of Yarmouth.

Being the same premises as conveyed to the mortgagor by deed of Thomas F. Hague, III and Michelle M. Hague f/k/a Michelle Moloney, dated May 23, 1986, registered at Barnstable County Registry District of the Land Court in Document No. 394881, as noted on Certificate of Title No. 106545.

TERMS OF SALE:

A deposit of \$7,500.00 DOLLARS shall be required to be made 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, 500 Turnpike Street Suite 201, Canton, MA 02021, 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: August 31, 2026

(signed:) Windstream Capital LLC
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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