

MORTGAGEE'S SALE OF REAL ESTATE

By virtue of and in execution of the Power of Sale contained in a certain mortgage given by **Eugenio R. Silva** to HarborOne Bank, dated December 13, 2013 and recorded with Bristol North County Registry of Deeds in Book 21470, Page 64, covering the premises located at **162 Oak Street, Unit 3, of the Cobb Brook Landing Condominium, Taunton, 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 **June 14, 2023** at 11:00AM, at or upon the mortgaged premises located at 162 Oak Street, Unit 3, of the Cobb Brook Landing Condominium, Taunton, Massachusetts, more particularly described below, being all and singular the premises described in said mortgage, to wit:

That certain Condominium Unit known as Number 3 in COBB BROOK LANDING CONDOMINIUM, a condominium located in the City of Taunton, Bristol County, Commonwealth of Massachusetts, established pursuant to Massachusetts General Laws, Chapter 183A by Master Deed dated June 15, 1987, and recorded with the Bristol County Northern District Registry of Deeds in Book 3460, Page 79, as amended by instruments recorded in said Registry including, but not limited to, Amendment to Master Deed as set forth in Book 7563, Page 227. The Post Office address of the condominium is 162 Oak Street, Taunton, Massachusetts 02780. Said Unit contains square footage as described in Book 3460 at Page 110, and is laid out as shown on a plan duly recorded with the Master Deed, as amended, and to which is affixed a statement in the form provided for in General Laws Chapter 183A, Section 9.

Said Unit is conveyed together with a 5.34% percentage undivided interest in the common areas and facilities of said Condominium described in the Master Deed, attributable to the Unit, (except as reduced by instruments of record, if any) together with the sole and exclusive right to use the parking spaces designated as Letters C and D, and is conveyed subject and with the benefit of the provisions of General Laws Chapter 183A, and all easements, rights, reservations, restrictions, covenants, agreements and conditions set forth in the Master Deed, as amended, in the Declaration of Trust of the Cobb Brook Landing Condominium Trust as set forth in Book 2460, Page 113 as amended by instruments recorded in said Registry including, but not limited to Additional Rules and Regulations as set forth in Book 4244, Page 314, Book 4380, Page 167, Book 4781, Page 287, and as set forth in unit Deed recorded in Book 3517 at Page 152, insofar as the same may be in force and applicable, and as set forth in other condominium documents as amended, and any rules and regulations from time to time adopted thereunder.

The Unit is to be used only for residential purposes as set forth in provision 8 of the Master Deed, as amended, and no other use may be made of the Unit. Being the same premises conveyed to this mortgagor by deed of John H. Shea dated December 7, 1998 and recorded with Bristol County N.D. Registry of Deeds at Book 7995, Page 306.

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: Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) 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.

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