

## MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Brenda M. Hull to HarborOne Credit Union, dated January 8, 2007 and recorded at Bristol County (Northern District) Registry of Deeds on January 8, 2007, in Book No. 16492, at Page 86, of which mortgage the undersigned is the present holder HarborOne Bank f/k/a HarborOne Credit Union, for breach of the conditions of said mortgage and for the purpose of foreclosing same will be sold at public auction at 12:00 PM, on June 7, 2023 on the mortgaged premises being known as 81 Short Street, South Easton, MA, being all and singular the premises described in said mortgage to wit:

A certain parcel of land with the buildings thereon, situated in Easton, Bristol County, Massachusetts, on the Northerly side of Short Street, being shown as LOT #3 on plan entitled "Plan of Land in Easton belonging to Eldon H. Gardner, et ux, July 19, 1960, Hayward-Hayward & Boynton, Brockton, Mass." Recorded with Bristol County (N.D.) Registry of Deeds, Plan Book 76, Page 2, bounded as follows:

SOUTHERLY: by Short Street, one hundred fifty (150) feet;

WESTERLY: By LOT #4 on said plan, two hundred and 14/100 (200.12) feet;

NORTHERLY : by land for or formerly of Charles F. & Kathleen McCarthy, one hundred fifty-one and 73/100 (151.73) feet; and

EASTERLY: by Lot #2 shown on said plan two hundred one and 53/100 (201.53) feet.

Being the same premises conveyed to the herein named mortgagor (s) by deed recorded with Bristol North District Registry of Deeds in Book 15883, Page 100.

Being the same premises conveyed to the herein named mortgagor (s) Brenda M. Hull, Executrix of the Estate of Norma A. Morse, by deed recorded with Bristol North District Registry of Deeds in Book 15883, Page 100.

The above described premises will be sold **SUBJECT TO** and with the benefit of all restrictions, easements, covenants, conditions, building and zoning laws, to any and all unpaid taxes, tax titles, water and sewer charges, municipal or other public taxes, assessments or liens, rights of tenants and parties in possession, if any.

### TERMS OF SALE:

A deposit of \$15,000.00 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: April 27, 2023

(signed:) HarborOne Bank f/k/a HarborOne  
Credit Union  
Present Holder of said Mortgage  
By its Attorneys,  
Barsh and Cohen, P.C.

Neil Cohen, Esquire  
Attorney for the Mortgagee  
500 Turnpike Street Suite 201, Canton, MA 02021  
(617) 332-4700