

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by William E. Lapan and Florence M. Lapan to Financial Freedom Senior Funding Corporation, A Subsidiary Of Indymac Bank, F.S.B., dated January 29, 2007 and recorded at Worcester County Registry of Deeds on February 2, 2007, in Book No. 40616, at Page 101, by virtue of an Assignment to Electronic Registration Systems, Inc. ("MERS"), a Delaware Corporation, its successors or assigns, as nominee for Financial Freedom Acquisition LLC dated September 25, 2009 and recorded at Worcester County Registry of Deeds on October 5, 2009, in Book No. 44930, at Page 151, by virtue of an Assignment to Secretary of Housing and Urban Development dated September 13, 2019 and recorded at Worcester County Registry of Deeds on October 16, 2019, in Book No. 61235, at Page 124, and by Assignment to Windstream Capital LLC dated October 3, 2025 and recorded at Worcester County Registry of Deeds on October 24, 2025, in Book No. 72723, at Page 110, 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 10:00 AM, on March 24, 2026 on the mortgaged premises being known as 78 Franklin Street, Douglas, MA, being all and singular the premises described in said mortgage to wit:

Parcel 1:

A certain tract of land in said Douglas and described as follows:

COMMENCING at the northeast corner of the premises on the southerly side of the road near the barn of Marvel W. Southwick;

THENCE S.8° W. twenty (20) rods twenty-three (23) links to stone;

THENCE S. 34° W. two (2) rods seven (7) links to pine tree;

THENCE S. 5°W. seven (7) rods and eight (8) links to corner;

THENCE East twenty-seven (27) rods to stone at end of wall;

THENCE S 3° W. twenty-five (25) rods to corner of wall;

THENCE S. 89° W. 59½ rods to road leading by Joseph Thompson;

THENCE Westerly by said road to land of said Thompson;

THENCE Thirty-six (36) rods, twelve (12) links by land of said Thompson to the first mentioned

THENCE Easterly 25½ rods by said road to the place of beginning.

For title reference, see deed recorded in Book 2787 Page 421.

Parcel 2

A certain tract or parcel of land situated on the northeasterly side of Franklin Street in Town of Douglas, County of Worcester, containing 45,492 sq. ft. more or less. Being a part of tract acquired by grantors from Lafayette Taft by deed recorded in Worcester Registry of Deeds, Book 2787 Page 421.

Premises herein conveyed are bounded and described as follows:

BEGINNING at most westerly corner thereof at an iron pipe in easterly line of Franklin Street at land of John P. Meszaro;

THENCE by land of Meszaro N.27° 39' E. 192.68 feet to an iron pipe;

THENCE by remaining land of grantor S. 39° E. 192.68 feet to a railroad spike in root of a large red oak tree;

THENCE by land of grantor S. 49° 22' W. 186.94 feet to an iron pipe;

THENCE by north easterly line of Franklin Street N. 37° 30' W. 216. 75 feet to the point of beginning.

For further reference see plan of land of property owned by Henry Hindon which plan is dated October 23, 1956 and drawn by Kenneth E. Shaw of Sutton, Mass., which plan is recorded herewith.

For title reference see deed recorded in Book 4010 Page 250.

Excepting from the above parcels that portion deeded out by deeds recorded in Book 5895 Page 267, Book 13975 Page 19, Book 15373 Page 60, Book 15373 Page 61; Book 16814 Page 133, Book 20121 Page 368, and Book 37824 Page 139.

The Mortgagors expressly reserve our rights of Homestead and do not wish to terminate our Homestead by granting the within conveyance notwithstanding our waiver of such homestead in paragraph 24 of the within mortgage.

Being the same premises as conveyed to the mortgagor by deed of Henry N. Hindon and Rose E. Hindon, dated March 13, 1959, recorded at Worcester County Registry of Deeds in Book No. 4010, at Page 250.

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 \$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: February 24, 2026

(signed:) Windstream Capital LLC
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

