

## MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Patricia M. Souza and Donald E. Souza to Wells Fargo Bank, N.A., dated August 23, 2006 and recorded at Bristol County (Southern District) Registry of Deeds on August 28, 2006, in Book No. 8288 at Page 196, assigned to Nationstar Mortgage LLC d/b/a Champion Mortgage Company by Assignment of Mortgage dated October 2, 2017 and recorded with said Deeds on October 2, 2017 in Book 12223, Page 20, as further assigned to Mortgage Assets Management, LLC by Assignment of Mortgage dated February 24, 2022 and recorded with said Deeds on February 24, 2022 in Book 14239, Page 133, as further assigned to Secretary of Housing and Urban Development by Assignment of Mortgage dated October 25, 2023 and recorded with said Deeds on December 19, 2023 in Book 14871, Page 93, as further assigned to Windstream Capital LLC by Assignment of Mortgage dated January 20, 2026 and recorded with said Deeds on January 26, 2026 in Book 15376, Page 195, 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 June 5, 2026 on the mortgaged premises being known as 46 Park Street, New Bedford, MA, being all and singular the premises described in said mortgage to wit:

The land with the buildings thereon situated in New Bedford, Bristol County, Commonwealth of Massachusetts, known and being numbered: 46 Park Street.

Being bounded and described as follows:

Beginning at the northwest corner of this lot at the intersection of the south line of Clinton Street with the east line of Park Street;

Thence Easterly in said south line of Clinton Street, fifty-nine and 82/100 (59.82) feet to a stake for a corner;

Thence Southerly in line of land now or formerly of T. Franklin Gay, forty-three and 66/100 (43.66) feet to a tack for a corner;

Thence Westerly still in line of land now or formerly of said Gay, fifty-nine and 78/100 (59.78) feet to said east line of Park Street; and

Thence Northerly in said east line of Park Street, forty-three and 87/100 (43.87) feet to the point of beginning.

Containing 9.61 square rods, more or less.

The premises are conveyed subject to and with the benefit of all rights, rights of way, easements, appurtenances, reservations, restrictions, and layouts and takings of record, insofar as they are in force and applicable.

Meaning and intending to mortgage the same premises by deed of James W. Stott, Jr. and Jane A. Stott to Donald E. Souza and Patricia M. Souza, dated 09/27/1971 and filed with the Bristol South District Registry of Deeds at Record Book 1627, Page 379; wherein a more detailed description of the premises is set forth.

Being the same premises as conveyed to the mortgagor by deed of James W. Stott and Jane A. Stott, dated September 29, 1971, recorded at Bristol County (Southern District) Registry of Deeds in Book No. 1627, at Page 379.

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: April 28, 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  
500 Turnpike Street Suite 201, Canton, MA 02021  
(617) 332-4700