

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Pauline Rubbo to Wells Fargo Bank, N.A., dated June 7, 2006 and recorded at Bristol County (Southern District) Registry of Deeds on June 12, 2006 in Book No. 8179, at Page 303, assigned to Nationstar Mortgage LLC d/b/a Champion Mortgage Company by Assignment of Mortgage dated September 26, 2017 and recorded with said Deeds in Book 12214, Page 274, as further assigned to Secretary of Housing and Urban Development by Assignment of Mortgage dated August 27, 2019 and recorded with said Deeds in Book 12905, Page 96, as further assigned to Windstream Capital LLC by Assignment of Mortgage dated January 20, 2026 and recorded with said Deeds in Book 15376, 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 June 5, 2026 on the mortgaged premises being known as 12 Melrose Avenue, North Dartmouth, MA, being all and singular the premises described in said mortgage to wit:

The land in Dartmouth, Bristol County, Massachusetts, with the buildings thereon situated on the easterly side of Melrose Avenue, bounded and described as follows:

WESTERLY by Melrose Avenue, one hundred (100) feet;

NORTHERLY by Lot No. 243 on plan hereinafter referred to, one hundred (100) feet;

EASTERLY by other land now or formerly of Guy J Celletti, et ux, one hundred (100) feet; and

SOUTHERLY by Lot No. 245 on said plan, one hundred (100) feet;

Containing 10,000 square feet of land more or less.

Being a part of Lot No 244 on plan of Glendale Villa, owned by Homeward Land Co., E.M. Corbett, Surveyor, May 1914. On file in Bristol County Registry of Deeds, Plan Book 11, Page 71.

For title reference see Deed recorded at Book 1900, Page 0005.

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