

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Robert M. Cardoza and Bernadine Cardoza to MetLife Home Loans, A Division of MetLife Bank, N.A., dated July 23, 2009 and recorded at Bristol County (Southern District) Registry of Deeds on July 28, 2009, in Book No. 9453, at Page 324, assigned to Nationstar Mortgage LLC by Assignment of Mortgage dated February 20, 2013 and recorded with said Deeds on March 18, 2013 in Book No. 10713, at Page 315, and assigned to Secretary of Housing and Urban Development by Assignment of Mortgage dated July 2, 2015 and recorded with said Deeds on September 16, 2015 in Book No. 11476, at Page 140, and assigned to Secretary of Housing and Urban Development by Assignment of Mortgage dated July 2, 2015 and recorded with said Deeds on October 13, 2015 in Book No. 11501, at Page 173, and assigned to Windstream Capital LLC by Assignment of Mortgage dated January 20, 2026 and recorded with said Deeds on January 21, 2026 in Book No. 15376, at Page 192, 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 July 10, 2026 on the mortgaged premises being known as 46 Brock Avenue, New Bedford, MA, being all and singular the premises described in said mortgage to wit:

The land with and buildings thereon, in said New Bedford, bounded and described as follows:

Beginning at the point of intersection of the easterly line of Brock Avenue with the northerly line of Seymour Street;

Thence Northerly in the easterly line of Brock Avenue, a distance of one hundred and 12/100 (100.12) feet to a point;

Thence Easterly in a line parallel to Seymour Street, a distance of ninety-one and 53/100 (91.53) feet to a point;

Thence Southerly at an angle of ninety (90") degrees to the last described line a distance of one hundred (100) feet to the northerly line of Seymour Street; and

Thence westerly by Seymour Street a distance of ninety-six and 32/100 (96.32) feet to the point of beginning.

Being shown as Lot #4 on a Plan of Land belonging to Daniel E. Bauer, dated 5/20/1955, recorded with the Bristol County (S.D.) Registry of Deeds in Plan Book 50, Page 38.

Being the same premises as conveyed to the mortgagor by deed of Manuel C. Alfonso and Mary Alfonso, dated January 26, 1978, recorded at Bristol County (Southern District) Registry of Deeds in Book No. 1764, at Page 191.

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: May 21, 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