

## MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Daniele H. Bienaime to Mortgage Electronic Registration Systems, Inc. as a nominee for HarborOne Mortgage LLC, dated July 14, 2023 and recorded at Middlesex County (Northern District) Registry of Deeds on July 14, 2023, in Book No. 37950, at Page 228, assigned to Eastern Bank, successor by merger with Harbor One by Assignment of Mortgage dated February 27, 2026 and recorded with said Deeds on March 9, 2026 in Book No. 39907, at Page 35, of which mortgage the undersigned is the present holder Eastern Bank, successor bank by merger to HarborOne Bank, 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 8, 2026 on the mortgaged premises being known as 42 Frederick Street, Unit 16, Dracut, MA, being all and singular the premises described in said mortgage to wit:

The Unit known as Unit No. 16, of Phase 1 in the Oak Knoll Condominium, Dracut, Middlesex County, Massachusetts, a condominium established by Oak Knoll Realty Inc., pursuant to Massachusetts General Laws, Chapter 183A, by Master Deed dated October 31, 1980, recorded with Middlesex North District Registry of Deeds in Book 2448, Page 169 ("Master Deed") as amended by instruments duly recorded with said Registry. The Unit is shown on floor plans of the building recorded simultaneously with said Master Deed and on a copy of the portion of said plans attached hereto and made a part hereof, to which is affixed the verified statement of a Registered Professional Engineer in the form required by Section 9 of said Chapter 183A. The post office address of the Unit is 42 Frederick Street, Dracut, Massachusetts, 01826.

Together with an appurtenant 6.4711% undivided interest in the Common Areas and facilities as set forth in the Master Deed and with an appurtenant membership in the Oak Knoll Condominium Association as set forth in paragraph 3 of the Master Deed.

The Unit is subject to and has the benefit of the following: (a) The provisions of the Master Deed and the By-Laws of Oak Knoll Condominium Association, all recorded with the Master Deed in said Registry of Deeds; (b) easements granted by Oak Knoll Realty, Inc. to New England Tel. Co. and to Massachusetts Electric Co. recorded with said Registry of Deeds; (c) The Provisions of Massachusetts General Laws Chapter 183A relating to Condominiums; (d) the rights, reservations and easements with respect to drainage, utilities and right to use Frederick Street, in common with all persons entitled thereto, for purposes of ingress and egress to public streets in the Town of Dracut by foot or by vehicle for themselves, their heirs, assigns and invitees; (e) exclusive right of patio and two(2) parking spaces as referred to in condominium documents.

The Unit is to be used for residential purposes only as provided in the Master Deed, and is subject to the restrictions on use as set forth in the Master Deed, and is subject to the restrictions on use as set forth in the Master Deed and in the By-Laws of Oak Knoll Condominium Association.

Being the same premises as conveyed to the mortgagor by deed of John A. MacDonald a/k/a John Arthur MacDonald, Jr., dated July 14, 2023, recorded at Middlesex County (Northern District) Registry of Deeds in Book No. 37950, at Page 225.

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:) Eastern Bank, successor bank by merger  
to HarborOne Bank  
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