

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Adam Pratt and Tiffany Perry to "MERS", Mortgage Electronic Registration Systems, Inc., a separate corporation that is acting solely as nominee for NE Moves Mortgage, LLC, "Lender" and its successors and assigns dated June 2, 2010 and recorded with the Plymouth County Registry of Deeds, in Book 38587, Page 119, as affected by Loan Modification Agreement dated January 7, 2019 and recorded with said Registry in Book 50826, Page 312, as assigned by Assignment of Mortgage dated April 11, 2013; recorded in Plymouth County Registry of Deeds, Book 42984, Page 208, and by Assignment dated April 10, 2015; recorded in Plymouth County Registry of Deeds, Book 45468, Page 106, of which mortgage the undersigned is the present holder, for breach of the conditions of said mortgage and for the purpose of foreclosing the same will be sold at **Public Auction at 11:00 AM on March 27, 2024**, on the premises known as **714 Pond Street, East Bridgewater, Massachusetts**, the premises described in said mortgage, together with all the rights, easements, and appurtenances thereto, to wit:

A certain parcel of land with the buildings thereon, situated on the northerly side of Pond Street in East Bridgewater, Plymouth County, Massachusetts and bounded and described as follows:
Beginning at a point at the Northwest corner of the lot in the Southerly line of Old Pond Street at the Northeasterly corner of land now or formerly of Albert Shay thence running;
South 80 deg. 32' 25" West by the Southerly line of Old Pond Street 169 feet, more or less to a point then continuing in the sideline of Old Pond Street; thence
South 77 deg. 37' 23" East 59.23 feet more or less to a point; thence turning and running
South 14 deg. 05' 42" West by land now or formerly of Boston Edison Co. 58.14 feet more or less, to point in the Northerly line of Pond Street; thence
Westerly by the Northerly line of Pond Street 265 feet, more or less, to a point at the Southeasterly corner of land now or formerly of Shay; thence
North 9 deg. By land now or formerly of said Shay 130 feet, more or less, to the point of beginning.

Terms of Sale: These premises are being sold subject to any and all unpaid real estate taxes, water rates, municipal charges and assessments, condominium charges, expenses, costs, and assessments, if applicable, federal tax liens, partition wall rights, statutes, regulations, zoning, subdivision control, or other municipal ordinances or bylaws respecting land use, configuration, building or approval, or bylaws, statutes or ordinances regarding the presence of lead paint, asbestos or other toxic substances, sanitary codes, housing codes, tenancy, and, to the extent that they are recorded prior to the above mortgage, any easements, rights of way, restrictions, confirmation or other matters of record.

Purchaser shall also bear all state and county deeds excise tax. The deposit of \$10,000.00 is to be paid in cash or bank or certified check at the time and place of the sale, with the balance of the purchase price to be paid by bank or certified check within forty-five (45) days after the date of the sale, to be deposited in escrow with Guetta and Benson, LLC, at 73 Princeton Street, Suite 208, North Chelmsford, Massachusetts.

In the event that the successful bidder at the foreclosure sale shall default in purchasing the within described property according to the terms of this Notice of Sale and/or the terms of the

Memorandum of Sale executed at the time of the foreclosure, the Mortgagee reserves the right to sell the property by foreclosure deed to the second highest bidder or, thereafter, to the next highest bidders, providing that said bidder shall deposit with said attorney, the amount of the required deposit as set forth herein within five (5) business days after written notice of the default of the previous highest bidder.

Other terms, if any, are to be announced at the sale.

Dated: February 28, 2024

Present holder of said mortgage

Nationstar Mortgage LLC d/b/a Mr. Cooper

by its Attorneys

Guaetta and Benson, LLC

Peter V. Guaetta, Esquire

P.O. Box 519

Chelmsford, MA 01824