

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage dated September 5, 2018, from Jose L. Gonzalez to Eastern Bank registered with the Norfolk County Registry District of the Land Court as Document 1411303, with Certificate of Title No. C11-1148, the undersigned Eastern Bank being the present holder of said mortgage, for breach of the conditions of said Mortgage and for the purpose of foreclosing the same, will be sold at Public Auction at:

1:00 PM, Wednesday, April 8, 2026

upon the hereinafter-described premises, known as and numbered as 40 Greenbrook Dr., Unit 56-5, Stoughton, Norfolk County, Massachusetts, all and singularly the premises described in said mortgage, to wit:

Unit No. 56-5 (the Unit) in Building No. 56 (the Building) of a condominium known as Greenbrook II created by Master Deed dated November 17, 1976 registered with the Norfolk County Registry of Deeds on November 26, 1976 as Document No. 365054, as amended by amendment dated December 23, 1976 registered with said Deeds as Document No. 367127, and by amendment dated February 22, 1977 registered with said Deeds as Document No. 367128, as amended by amendment dated July 12, 1977 registered with said Deeds as Document No. 371153, as amended by amendment dated April 25, 1978 registered with said Deeds as Document No. 379616, as amended by amendment dated May 18, 1978 registered with said Deeds as Document No. 380908, as amended by amendment dated August 31, 1978 registered with said Deeds as Document No. 384330, and as amended by amendment dated November 10, 1978 registered with said Deeds as Document No. 386713, all being noted as Certificate No. Cl 1 in accordance with and subject to the provisions of Chapter 183A of the General Laws as amended, together with said Unit's appurtenant 1.08744% undivided interest in the common areas and facilities (the Common Elements) as described in said Master Deed as amended. In the event that, and at such as nay or all of Phase VIII through Phase XIX are added to the Condominium by an amendment to the Master Deeds, as so provided therein, the undivided interest of the Unit hereby conveyed in the Common Elements shall be and become that interest specified in Exhibit C of the Master Deed, as amended.

The Unit hereby conveyed is shown on the plans of the building filed simultaneously with the Master Deed with said Deeds.

The Condominium Unit here conveyed is included with land the buildings, improvements and structures thereon, shown as Phase VII on a plan entitled "Greenbrook II, A Condominium, Phase VII, being a portion of L.C.C. 25363D, Stoughton, Mass." dated November 9, 1978 by Bradford Saivetz & Assoc., Inc., Consulting Engineers, filed with said Deeds as Plan No. 25363-E7.

The unit is conveyed together with the right to use the common elements in common with the owners of other units including the right to use die pipes, wire, ducts, flues, cables, conduits, public utility lines, and other common elements located in any of the other units or elsewhere in the Condominium and servicing the Unit, and together with exclusive right to use garage no. 56-5G, the patio adjacent to said Unit in accordance with the provisions of the Master Deed relating to garages and patios The Unit is conveyed subject to and with benefit of all rights and easements set forth or referred to in the Master Deed.

The property address is 40 Greenbrook Drive, Unit No. 56-5, Stoughton, MA 02072

Being the same premises conveyed by Irina Kachan to Irina Cachan, Trustee on December 22, 1998 and recorded as Land Court Document 822497 and on Certificate No. C11-801.

The above-described premises shall be sold subject to first mortgage dated March 30, 2017, from Jose L. Gonzalez to Mortgage Electronic Registration Systems, Inc. as nominee for Leader Bank, N.A., its successors and assigns, in the original principal amount of \$174,000.00 registered with the Norfolk County Registry District of the Land Court as Document 1375378, with Certificate of Title No. C11-1148.

The above-described premises shall be subject to all easements, restrictions, municipal or other public taxes, assessments, liens or claims in the nature of liens, outstanding tax titles, building, zoning and other land use laws and all permits and approvals issued pursuant thereto, including, without limitation, orders of conditions, and existing encumbrances of record created prior to said Mortgage, if there be any. Said premises are to be sold subject to the right of redemption of the United States of America, if any there be.

TERMS OF SALE: The highest bidder shall be required to make a deposit of \$10,000.00 to the holder of said Mortgage, in cash or by certified or bank cashier's check at the time and place of said sale of said premises. The balance of the purchase price is to be paid to said holder in cash, by certified check or bank cashier's check, and thereupon the deed shall be delivered, in thirty (30) days from the date of sale at the firm of Cunningham, Machanic, Cetlin, Johnson, Harney & Tenney, LLP, Attorneys for said holder, 220 North Main Street, Suite 301, Natick, Massachusetts. The successful bidder shall be required to sign a Memorandum of Terms of Sale. The description of the premises contained in said Mortgage shall control in the event of an error in publication. Other terms, if any, to be announced at the time and place of sale.

Eastern Bank,
By its Attorneys,
CUNNINGHAM, MACHANIC, CETLIN,
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