

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Sondocatt Investments, LLC , a Massachusetts limited liability company, ("Mortgagor") to Franchise Mortgage Acceptance Company, a Delaware corporation ("Original Mortgagee") dated September 29, 1998, and recorded with the Hampden County Registry of Deeds at Book 10466, Page 372 (the "Mortgage"), which Mortgage was assigned to the FMAC Loan Receivables Trust 1998-D ("FMLT Trust") by Assignment recorded in said Registry at Book 10624, Page 196 and reassigned by the FMLT Trust to US Bank National Association as Trustee for Registered Holders of the FMLT Trust (the "Mortgage Holder"), pursuant to an Assignment recorded in said Registry at Book 10624, Page 201,

for breach of the conditions of said Mortgage and for the purpose of foreclosing the same, the premises described in said Mortgage, all and singular, will be sold at Public Auction AT 3:00 p. m. on Wednesday, September 19, 2007 at the mortgaged premises known as 786 Memorial Drive, Chicopee, Massachusetts, more particularly described as follows:

Certain real estate situated in Chicopee, Hampden County Massachusetts, bounded and described as follows:

Easterly by Memorial Drive two hundred thirty-eight and 25/100 (238.25) feet; thence

Northerly by land now or formerly of the Boston and Maine Railroad two hundred four and 17/100 (204.17) feet; thence

Westerly by Lot 51 (fifty-one) as shown on a plan of lots recorded in Hampden County Registry of Deeds, Book of Plans 32, Page 111 two hundred thirty-one and 11/100 (231.11) feet; thence

Southerly by Lauzier Terrace one hundred ninety-one and 96/100 (191.96) feet.

Excepting from the above described premises so much as was taken by the Commonwealth of Massachusetts by instrument dated December 17, 1975, recorded in the aforesaid Registry of Deeds in Book 4218, Page 313.

There is also included in the sale all equipment and fixtures situated on the above-described premises to the extent the same are part of the realty.

Said mortgaged premises will be sold and conveyed subject to and with the benefit of the following, if any there be, insofar as in force and applicable and having priority over the Mortgage: any and all restrictions, easements, improvements, covenants, unpaid taxes, tax titles, municipal liens, assessments, other

liens or claims in the nature of liens, attachments and encumbrances, boundary line disputes, overlaps, encroachments and any matters which would be disclosed by an accurate survey and inspection of the premises.

Said mortgaged premises will also be sold subject to and with the benefit of the following, to the extent the same are in force and applicable: Deed restrictions described in a deed recorded at Book 10466, Page 355; Right of First Refusal recorded at Book 10466, Page 364.

TERMS OF SALE. A deposit shall be paid by the successful bidder to Shatz, Schwartz and Fentin, P.C. ("Escrow Agent") at the time and place of sale as earnest money in the amount of \$50,000, which deposit shall be held subject to the terms of a Memorandum of Sale to be executed at the sale. Three (3) business days after the sale an additional deposit shall be paid by the successful bidder to the Escrow Agent sufficient to bring the aggregate deposit up to an amount equal to ten (10%) per cent of the auction price. The balance of the purchase price is to be paid within thirty (30) days from the date of sale. Payment of each deposit amount and the balance of the price shall be paid by certified or bank cashier's check. TIME WILL BE OF THE ESSENCE.

In the event that the successful bidder at the public auction shall default in purchasing the within described property according to the terms of this Notice of Mortgagee's Sale and/or the terms of the Memorandum of Sale executed at the public auction, the Mortgage Holder reserves all of its rights against such successful bidder and in addition, Mortgage Holder may, at its election, purchase the property for the amount bid by the successful bidder or sell the property to the second highest bidder at the public auction, provided that Mortgage Holder in its discretion may require, (i) said second highest bidder to deposit with the Escrow Agent the amount of the required deposit as set forth herein within three (3) business days after written notice to the second highest bidder of the default of the previous highest bidder, (ii) the second highest bidder to execute a Memorandum of Sale and (iii) the closing to occur within twenty (20) days of said written notice, time being of the essence unless the Mortgage Holder agrees otherwise.

The Mortgage Holder reserves the right to sell any parcel or any portion thereof separately, or in any order that Mortgage Holder may choose and/or to postpone this sale to a later time or date by public proclamation at the time and date appointed for the sale and to further postpone any adjourned sale date by public proclamation at the time and date appointed for the adjourned sale date. The description for the premises contained in said Mortgage shall control in the event of a typographical error in this publication.

The successful bidder shall pay all recording fees and documentary stamps in connection with the transfer of the premises, any costs of obtaining smoke and carbon monoxide detector certificates and the transfer or issuance of any licenses, all real estate taxes, tax titles, and municipal charges due as of the date of sale and those due thereafter through the date of Closing, as well as all of its costs in connection with the transaction, including but not limited to title examinations and title premiums. No adjustments whatsoever will be made, whether for taxes, municipal charges, utilities or otherwise.

Other terms, if any, will be announced at the sale. The successful bidder will be required to sign at the auction sale a Memorandum of Sale containing the terms of sale.

Date: August ____ , 2007

Capmark Finance Inc.
Servicing Agent for U.S. Bank National Association,
Trustee for the FMAC Loan Receivables Trust 1998-D
Present holder of said Mortgage
By Shatz, Schwartz and Fentin, P.C.
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