

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 Hampshire County Registry of Deeds at Book 5497, Page 291 (the "Mortgage"), which Mortgage was assigned to the FMAC Loan Receivables Trust 1998-D ("FMLT Trust") 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 dated December 4, 1998 and recorded in said Registry at Book 5579, Page 2,

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 11:00 a. m. on Thursday, September 20, 2007 at the mortgaged premises known as 203 King Street, Northampton, Massachusetts, more particularly described as follows:

(Parcel 1)

The land in Northampton, Hampshire County, Massachusetts, bounded and described as follows:

Beginning at an iron pin on the East side of King Street, which iron pin marks the southwesterly corner of land now or formerly of McDonald's Corporation; thence Southerly along the Easterly line of King Street a distance of one hundred fifty and eight-two one hundredths (150.82) feet, more or less, to a point which is forty (40) feet Northerly, measured along the Easterly line of King Street from an iron pin which marks the Northwesterly corner of land now or formerly of Northampton Electric Lighting company; thence Easterly in a line parallel with the Northerly line of said Northampton Electric Lighting Company and said Northerly line extended Easterly and forty (40) feet distance therefrom, a distance of one hundred fifty (150) feet to a point; thence Northerly a distance of one hundred fifty and eighty-two one hundredths (150.82) feet, more or less, to an iron pin which marks the Southeasterly corner of land now or formerly of McDonald's Corporation (the last town courses are along other land of Anthony J. Blyda); thence S. 80° 14' 35" W. along land of McDonald's Corporation, a distance of one hundred fifty (150) feet to the iron pin at the point of beginning.

(Parcel 2)

A certain parcel of land located behind a parcel known and numbered 203 King Street, easterly of King Street in Northampton, Massachusetts shown as "Parcel 2" on a plan (the "Plan") entitled: "NEW ENGLAND POWER SERVICE COMPANY PART OF NEW ENGLAND

ELECTRIC SYSTEM, BOSTON, MASS. PLAN SHOWING LAND IN NORTHAMPTON, MASSACHUSETTS TO BE CONVEYED TO MASSACHUSETTS ELECTRIC COMPANY BY ANTHONY J. BLYDA SCALE 1"=100 FT. DATE JULY 15, 1969 D-7189", recorded in the Hampshire County Registry of Deeds in Plan Book 74, Plan 21, reference to which Plan is made for a more particular description.

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: Encumbrances set forth in a deed recorded in said Registry at Book 1333, Page 409; rights over a right of way as described in Book 1556, Page 327; Deed restrictions described in a deed recorded at Book 5497, Page 274; Right of First Refusal recorded at Book 5497, Page 283.

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.  
 Its attorneys  
 Gary S. Fentin, Esquire  
 1441 Main Street  
 Springfield, MA 01103  
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