

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 **IQBAL SANDHU, as Trustee of CHIMNEY MIRROR NOMINEE TRUST to GREYLOCK FEDERAL CREDIT UNION** dated August 4, 2006, and recorded with the Berkshire Northern District Registry of Deeds in Book 1258, Page 752, 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, there will be sold at Public Auction on July 18, 2008 at 1:00 p.m., at the premises located at 295 Main Street, Williamstown, Berkshire County, Massachusetts, all the land situated in Williamstown, County of Berkshire and Commonwealth of Massachusetts, described in said mortgage,

To wit:

PARCEL I:

Beginning at an iron pipe in the northerly line of Adams Road at the southwest corner of the premises herein conveyed, said point being in the southwesterly line of land of one Fleming;

Thence North $42^{\circ} 53'$ East along the southeasterly line of land of said Fleming 172 feet, more or less, to an iron pipe in the southerly line of the Massachusetts State Highway;

Thence southeasterly along the southerly line of said State Highway 125 feet, more or less, to an iron pipe marking a southeast corner of the premises herein conveyed and being in the northwesterly line of land now or formerly of Fleming;

Thence South $38^{\circ} 42'$ West 71 feet, more or less, to an iron pipe;

Thence South $51^{\circ} 18' 02''$ East 47 feet, more or less, to an iron pipe;

Thence South $31^{\circ} 33'$ West, 108 feet to an iron pipe in the northerly line of said Adams Road, the last three courses being along land now or formerly of said Fleming;

Thence northwesterly along the northerly line of said Adams Road, 199 feet and 10 inches to the point and place of beginning.

Excepting from the foregoing and subject to the layout and order of taking of the fee and easements by the Department of Public Works acting on behalf of the Commonwealth of Massachusetts relative to the alteration of Main Street (Route 2) in said Williamstown, as more fully set forth in document recorded in said Registry in Book 797, Page 379&c.

Excepting that certain parcel conveyed to Paul A. Harsch III by deed of Iqbal Sandhu, Trustee of the Chimney Mirror Nominee Trust, dated March 24, 2000 and recorded in the Berkshire County (Northern District) Registry of Deeds in Book 1001, Page 729.

Being a portion of Parcel I conveyed to Iqbal Sandhu, as Trustee of the Chimney Mirror Nominee Trust, under Declaration of Trust dated March 15, 1999, and recorded in the Berkshire County (Northern District) Registry of Deeds in Book 977, Page 993, by deed of Herman Cyr and Shirley Cyr dated March 15, 1999 and recorded in the Berkshire County (Northern District) Registry of Deeds in Book 997, Page 1002.

PARCEL II:

Beginning at an iron pipe found in the northeast corner of land of Sarah M. Fleming, said iron pipe being in the southerly line of Main Street;

Thence North 51° 18' 02" West, 60 feet to an iron pipe set;

Thence South 43° 07' 53" West, 168.94 feet through lands of Sarah M. Fleming to an iron pipe set in the northerly line of Adams Road;

Thence South 48° 18' 39" East, 60 feet along the said northerly line of Adams Road to an iron pipe found;

Thence North 43° 04' 34" East, 172.07 feet along the easterly line of said Sarah M. Fleming to point and place of beginning.

Being the easterly half of the parcel shown as "3 – parcel to be conveyed" on plan entitled "Williamstown, Massachusetts Plan of Land to be Conveyed by Sarah M. Fleming" dated July 14, 1980, prepared by Joseph Leonesio R.S., "said plan attached to deed of Sarah M. Fleming to Marina E. Bacher, dated September, 1980, recorded with Northern Berkshire Registry of Deeds in Book 701, Page 1196.

Being Parcel II conveyed to Iqbal Sandhu, as Trustee of the Chimney Mirror Nominee Trust, under Declaration of Trust dated March 15, 1999, and recorded in the Berkshire County (Northern District) Registry of Deeds in Book 977, Page 993, by deed of Herman Cyr and Shirley Cyr dated March 15, 1999, and recorded in the Berkshire County (Northern District) Registry of Deeds in Book 997, Page 1002.

Said premises to be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions easements, improvements, liens or encumbrances is made in the deed.

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 provided that the second highest

bidder shall deposit with Mortgagee's attorneys, George, DeGregorio, Massimiano & McCarthy, the amount of the required deposit as set forth herein within three (3) business days after written notice of default of the previous highest bidder and title shall be conveyed to said second highest bidder within twenty (20) days of said written notice.

TERMS OF SALE: The successful bidder shall pay at the time and place of sale **Thirty Thousand and 00/100 Dollars (\$30,000)** as a deposit by cash, certified or cashier's check. Within five (5) days thereafter, the successful bidder shall deliver to the auctioneer by cash, certified check, cashier's check or wired funds, an additional sum equal to the difference between ten percent (10%) of the successful bid and the initial deposit of **\$30,000**. The balance of the bid price shall be due and payable within thirty (30) days after the sale. The successful bidder shall be required to sign an auctioneer's memorandum of sale. A deed will be provided to the purchaser upon receipt in full of the purchase price. In the event of an error in this publication, the description of the premises contained in said mortgage shall control.

Other terms, if any, to be announced at the time and place of sale.

GREYLOCK FEDERAL CREDIT UNION
Present holder of said mortgage
By its Attorneys,
George, DeGregorio, Massimiano & McCarthy, P.C.
Berkshire Common, Pittsfield, MA 01201

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