

ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions shall apply to the sale of the premises more fully described in the sale notice that has just been read to you:

1. The successful bidder will be required to execute in duplicate a Memorandum of Sale upon acceptance of the bid. Copies of the Memorandum of Sale are here for anyone to inspect prior to commencement of the bidding.
2. The premises will be sold to the highest bidder, who will be required to make the required deposit prior to signing the Memorandum of Sale.
3. If the successful bidder fails to pay the required deposit and sign the Memorandum of Sale and any other required document or if, after paying the deposit and signing the required documents, fails to perform its obligations thereunder, any deposit made, including any additional deposit made after today, shall be forfeited to the use of the Mortgage Holder. Such forfeiture shall not release the successful bidder from any of its obligations. The Mortgage Holder also reserves the right to convey the premises to the second highest bidder, at its last highest bid, under the same terms and conditions as are being offered at today's auction, and without further notice by publication or otherwise. Such second highest bidder will have five (5) days after notification by the Mortgage Holder to make the required deposit and sign the Memorandum of Sale and any other required documents.
4. No items of personal property are included in this sale, and the premises are being sold in "AS IS" condition, subject to all known and unknown defects, and subject to all applicable laws.

5. The premises may be subject to federal and state laws regarding lead-based paint. A standard information package issued by the Department of Public Health, including a required form notice certificate, will be attached to the Memorandum of Sale. The successful bidder, prior to signing the Memorandum of Sale, will be required to sign the notice certificate as prepared by the Mortgage Holder. Copies of such notice certificate and the information package are available for anyone to review prior to the bidding.

6. Except for the Mortgage Holder's representations contained in the lead paint notice certificate referred to above, no representations or warranties of any kind whatsoever are made by or on behalf of the Mortgage Holder with respect the premises, including, without limitation, any warranty or representation as to (a) condition, construction, or fitness for habitation, (b) the presence or absence of asbestos, urea formaldehyde, lead paint, radon gas, oil or other hazardous materials, or aboveground or underground storage tanks, (c) compliance or non-compliance with any law, including, without limitation, any federal, state or local law relating to environmental, zoning, building or occupancy matters, or (d) zoning, state of title, utilities, tenants or occupants, or other matters.

7. Municipal lien certificates from the treasurer/tax collector's office have been obtained, and copies are available for inspection prior to the bidding. Based on these certificates and representations by the treasurer/tax collector's office, the Mansfield Water/Sewer Department, and the Mansfield Municipal Electric Department, the following amounts appear due and owing to the Town with respect to the premises:

Real estate taxes due for the 1 st , 2 nd and 3 rd quarters of fiscal year 2009, including interest and other	\$5,420.71
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related charges, calculated through March 13, 2009

Past due water charges, including any interest and other charges, as of February 19, 2009	\$1,604.77
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Past due electrical charges, including any interest and other charges, as of February 19, 2009	\$ 188.42
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Total	\$7,213.90
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No representations or warranties are made by or on behalf of the Mortgage Holder as to the accuracy, completeness or usefulness of the foregoing or as to the extent to which such amounts constitute a lien against the premises. All municipal taxes and other municipal charges, together with all interest, fees and costs relating thereto through the date of payment, shall be the responsibility of the successful bidder.

8. The premises are also being sold and conveyed subject to an Order of Taking for the relocation of Franklin Street dated July 5, 1961 and recorded with the Bristol County Northern District Registry of Deeds in Book 1386, Page 988, to the extent such instrument is presently applicable and in effect against the premises and has priority over the mortgage being foreclosed upon today.

9. To the extent the premises involve an on site sewage disposal system, the successful bidder shall be responsible for complying with all laws applicable thereto, including, without limitation, Title V of the State Environmental Code, and is specifically hereby notified of, and shall be responsible for complying with, the inspection and upgrade requirements contained in Sections 15.300 through 15.305 of Volume 310 of the Code of Massachusetts Regulations.

10. The Mortgage Holder has obtained from the Mansfield Board of Health a copy of an application, permit and certificate of compliance, and an as-built plan, for a 2007 upgrade to a sewage disposal system involving the premises, copies of which are available here for anyone to inspect prior to the bidding. These items are being made available for information purposes only and are not to be relied upon by the successful bidder, or anyone else, for any purpose, and no representations or warranties are made by or on behalf of the Mortgage Holder as to the accuracy, completeness or usefulness of such items or any of the information contained therein.

11. The sale today includes a 5% Buyer's Premium, which means the successful bidder today, other than the Mortgage Holder or its affiliate, will be responsible for paying, in addition to the amount bid by such successful bidder, a Buyer's Premium amount equal to 5% of such bid.

12. The Mortgage Holder, or its affiliate, may bid at this sale but shall not be required to pay any deposit or buyer's premium.

13. All information as shown in the Auctioneer's circulars or published advertisements for this sale has been compiled for the convenience and assistance of the successful bidder, and while the information is assumed to be reasonably correct, it is not guaranteed or warranted by the Auctioneer or the Mortgage Holder or any of their representatives.

14. From and after this date, the successful bidder shall have the sole risk of loss and the Mortgage Holder shall have no responsibility for maintaining insurance on the premises. In the event the premises are hereafter damaged by fire or other

casualty, the successful bidder shall remain obligated to consummate the sale without any reduction in the purchase price.

15. In the event the Mortgage Holder cannot convey title to the premises as stipulated, the deposit, including any additional deposit thereafter made, shall be refunded and all rights under the Memorandum of Sale shall cease and the successful bidder shall have no recourse against the Mortgage Holder or its employees, agents or representatives, whether at law or in equity.

16. The premises will be conveyed by the usual statutory form foreclosure deed under the statutory power of sale, such deed to be delivered contemporaneously with SELLER's timely receipt of full payment pursuant to the Memorandum of Sale. No adjustments of any kind shall be made to the purchase price. The successful bidder will be responsible for its own closing costs and all Massachusetts document tax stamps and recording fees applicable to the purchase of the premises. The successful bidder's acceptance of the Mortgage Holder's foreclosure deed shall be deemed to be a full performance and discharge of all obligations of the Mortgage Holder to the successful bidder, or any successor in interest, in connection with this sale.

17. The successful bidder will be required to sign this document when signing the Memorandum of Sale and, by so signing, the successful bidder will be acknowledging that the successful bidder agrees to the foregoing terms and conditions and to those contained in the Memorandum of Sale and the sale notice attached thereto.

Successful Bidder's signature