

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage (the "Mortgage") given by Mirrione Realty Corp. to TD Banknorth, N.A. dated August 30, 2007 and recorded with the Bristol County Northern District Registry of Deeds in Book 17032, Page 263, of which Mortgage the undersigned (the "Mortgage Holder") is the present holder, 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 p.m. on March 13, 2009 at 240 Franklin Street, Mansfield, Massachusetts, being a portion of the mortgaged premises described below and known as 240 and 224 Franklin Street, Mansfield, Massachusetts, all and singular the premises described in said Mortgage (the "Premises"), to wit:

"The land in Mansfield, Bristol County, Massachusetts, consisting of three certain lots of land with the buildings and improvements thereon, bounded and described as follows:

First: A lot of land with the buildings thereon, situate on the road leading from East Foxborough to East Mansfield, bounded and described as follows:

Beginning at the southeast corner of said tract, it being the northeast corner of land of Frances E. White, on the westerly side of said road, and running thence northerly by the westerly line of said road, sixteen rods and nineteen links to land formerly of Charles P. White; thence S 87° W. by said White's land thirty-six rods and six links to a stake and stones; thence S. 10 ¼° W. by said White's land twenty-two rods and eleven links to a corner on the north side of the Canal; thence S. 84° 25' E. by the north side of the canal, eleven rods and twenty-one links to a turn in the canal; thence N. 79° 10' E. four rods and seventeen links by the canal; a turn; thence N. 71° E. twelve rods and eight links by the canal, a turn; thence N. 82° 10' E. ten rods and ten links to land of the said Frances E. White; thence N. 1 ½° W. by said White's land two rods and twelve links, a corner; thence N. 89 ½° E. by said White's land, five rods and 10 links to the place of beginning, five and one-half acres, more or less.

Second: A lot of land on the westerly side of Franklin Street, containing ten acres, more or less, and bounded and described as follows: Beginning at the northeasterly corner of said tract, it being the northwesterly corner of land formerly owned by William H. Angell, at a corner of a stone wall a few rods westerly from said Franklin Street; thence bounded northerly by land now or formerly of Martha B. and Angeline N. Austin; westerly by Canoe River; southerly by land formerly of Lloyd A. White and land of estate of said Franklin A. White; easterly by land formerly of said Lloyd A. White and land of estate of said Franklin A. White and land formerly of said William H. Angell, known as the "Barn Lot".

Third: A lot known as "Cedar Swamp Lot No. 2" adjoining the East side of Canoe River, containing eighty-one rods, more or less, beginning at a stake and stones, a corner, being a northeast corner of said lot and the southeast corner of Cedar Lot No. 1, which was formerly Charles P. White's; thence S. 25° E. 7 rods and 9 links to a stake and stones, a corner; thence S. 76 ½° W. 12 rods and 20 links to a stake and stones on the east side of said Canoe River; thence

up stream of said River about six rods and 8 links to a stake, a corner which is the southwest corner of Cedar Lot No. 1; thence N. 72° E. 11 rods and 9 links to the place of beginning.

Fourth: The land in Mansfield, Bristol County, Massachusetts situated on the westerly side of Franklin Street, shown as Lot 1 and 2 on "Plan of Land in Mansfield, Mass. to be conveyed to Francis J. McDermott, Scale 60 feet to an inch June 1949 James A. Freeman, C. E." recorded with Bristol County Northern District Registry of Deeds in Plan Book 45, Page 104, bounded and described as follows:

Beginning at a point in the westerly line of Franklin Street at the southeast corner of the described premises; thence N. 89° 44' W as shown on said plan, 50.50 feet to a point; thence N. 16' E, as shown on said plan 56.95 feet to a point; thence S. 89° 30' W, as shown on said plan, to a point; thence N. 1° 30' W, as shown on said plan, 42.45 feet to a point; thence No. 89° 30' E, as shown on said plan 89.10 feet to Franklin Street; thence southerly by Franklin Street 100.24 feet to the point of beginning.

For title reference, see Deed from Edward Holmberg and Linda Holmberg to Mirrione Realty Corp., dated August 30, 2007 and recorded with the Bristol North Registry of Deeds immediately prior hereto. "

The Premises will be sold subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, outstanding tax titles, rights of tenants and parties in possession, unpaid taxes, municipal liens and other public taxes, assessments or liens and existing encumbrances having priority over the Mortgage, if any.

TERMS OF SALE: A deposit of Twenty-Five Thousand Dollars (\$25,000) will be required to be paid in cash or by certified or bank cashier's check by the successful bidder to Cooley, Shrair P.C., as attorneys for the Mortgage Holder, at the time and place of sale. An additional deposit amount will be required to be paid by certified or bank cashier's check by the successful bidder to Cooley, Shrair P.C., as attorneys for the Mortgage Holder, within five (5) business days after the date of the sale, in an amount that increases the total deposit to not less than ten percent (10%) of the successful bid amount. The balance of the successful bid amount, plus a Buyer's Premium equal to five percent (5%) of the successful bid amount, will be required to be paid to the Mortgage Holder by certified or bank cashier's check within thirty (30) days after the date of the sale, and the deed for the Premises shall be delivered contemporaneously with such payment.

The Mortgage Holder reserves the right to postpone or adjourn this sale to a later time or date by public proclamation at the time and date appointed for the sale and to further postpone or adjourn any postponed or adjourned sale by public proclamation at the time and date appointed for the postponed or adjourned sale.

The successful bidder at the sale will be required to sign a Memorandum of Sale containing the above terms, and other announced terms, at the sale.

The description for the Premises contained in the Mortgage shall control in the event of a typographical error in this notice.

Other terms to be announced at the sale.

TD BANK, N.A., formerly known as
TD Banknorth, N.A.
Present Holder of said Mortgage

By: John W. Davis

Its Attorney

John W. Davis, Esq.

Cooley, Shrair P.C.

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