

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the power of sale contained in a certain mortgage given by 777 Cold Spring Road, LLC, to Adams Co-Operative Bank, dated October 26, 2006, and recorded as Document No. 010606 in the Land Court Records of the Berkshire Northern District Registry of Deeds on Land Court Certificate No. 1975 in Book 20, Page 1975&c, 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 at 11:00 A.M. on the 3rd day of April, 2009, on the mortgaged premises below described, situate at 777 Cold Spring Road, Williamstown, Berkshire County, Massachusetts, all and singular the premises described in said mortgage, to wit:

SOUTHEASTERLY by the northwesterly line of Cold Spring Road three hundred forty-five and forty six one-hundredths (345.46) feet;

SOUTHWESTERLY by land now or formerly of Edward H. and Florence J. Blohm four hundred forty-six and eighty-nine one-hundredths (446.89) feet;

NORTHWESTERLY by lands now or formerly of Madeline Holt, formerly of Abbie Galusha et al, one hundred one and seventy-nine one-hundredths (101.79) feet, and of Arthur E. Rosenberg et ux, formerly of Margaret McC. Bullock, two hundred forty-two and forty-three one-hundredths (242.43) feet; and

NORTHEASTERLY by lands of said Rosenberg and of William Bratton an aggregate distance of four hundred eight and two one-hundredths (408.02) feet.

Being Lot 4.

Excepting therefrom land taken by the Commonwealth of Massachusetts for the relocation of Cold Spring Road, in Williamstown, 1925 layout, by Order dated April 7, 1925, filed with the Land Court Records at the Berkshire County Northern District Registry of Deeds as Document 243.

Together with and subject to easements, covenants and restrictions of record.

TOGETHER WITH easements and rights, and SUBJECT TO the covenants and easements as recited on Certificate of Title No. 1975 with the Land Court Records at said Registry of Deeds in Book 20, Page 1975.

SUBJECT TO EASEMENT for sewer service running in favor of the Town of Williamstown, dated June 2, 1983 and recorded with the Land Court Records at said Registry of Deeds, document no. 5214, Certificate of Title #1975.

SUBJECT TO order dated October 28, 2004, recorded with the Land Court Records at said Registry of Deeds on June 16, 2005, document no. 11068, Certificate of Title #1975, Book 20, Page 1975.

SUBJECT TO order dated January 30, 2006, recorded with the Land Records at said Registry of Deeds on February 9, 2006, document no. 11257, Certificate of Title #1975, Book 20, Page 1975.

All of said boundaries are determined by the Court to be located as shown on Land Court Plan 5262F dated July 28, 1972, drawn by Joseph Leonesio, Surveyor, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed with Land Court Certificate of Title No. 1104 in the Land Court Records of the Northern Berkshire Registry of Deeds.

Being the same premises conveyed to the Mortgagor herein by deed of Le Jardin, Inc. dated October 2, 2003 in said Land Court Records as Document No. 010605 on said Land Court Certificate No. 1975 in Book 20, Page 1975.

Said premises will be sold and conveyed subject to all unpaid taxes, tax titles, municipal liens and assessments, if any. Said premises will also be sold and conveyed subject to prior liens or other enforceable encumbrances of record entitled to priority over this mortgage, and subject to and with the benefit of all easements, restrictions, reservations and conditions of record, if any there be, insofar as such are in force and applicable. Said premises will also be sold subject to occupation by persons on the premises now or at the time of said auction, which occupation is subject to said mortgage, and also will be sold subject to all laws and ordinances, including, but not limited to, all building and zoning laws and ordinances. It shall be the bidder's sole responsibility to ascertain all items described in this paragraph and no representations are made concerning compliance with applicable zoning, building, sanitary or other state and/or municipal regulations.

TERMS OF SALE: Ten percent (10%) of the purchase price will be required to be paid in cash or by certified or bank cashier's check by the purchaser as follows: (1) Twenty-Five Thousand (25,000) dollars at the time and place of sale and (2) the balance of the 10% within five business days from the date of sale, as earnest money (the mortgage holder and its designee[s] are exempt from this requirement). The balance of the purchase price shall be paid in cash or by certified or bank cashier's check, and the deed shall be delivered at the closing, which shall be held at the office of Donovan & O'Connor, LLP, 1330 Mass MoCA Way, North Adams, Massachusetts, within 30 days after the foreclosure sale, unless same is on Saturday, Sunday or legal holiday in which event the closing shall be on the next business day, and unless the mortgage holder otherwise agrees, time being of the essence.

This sale may be postponed or adjourned from time to time if necessary, by an attorney for the mortgagee at the scheduled time and place of the sale. The description for the premises, as such is contained and set forth in the mortgage, shall control in the event of a typographical error in this publication.

The successful bidder shall be required to sign a Memorandum of Sale at the auction sale.

In the event that the successful bidder at the foreclosure sale fails to purchase the described premises according to the terms of this notice of sale or as provided for in the Memorandum of Sale executed at the time of foreclosure, the mortgagee reserves the right to sell the premises by foreclosure deed to the next highest bidder provided that the said second highest bidder shall deposit with the mortgagee's attorney, said Donovan & O'Connor, LLP, the amount of the required deposit and execute an agreement similar to said Memorandum of Sale, within three (3) business days after written notice of default of the previous highest bidder. Title shall be conveyed to the said second highest bidder within twenty (20) days of said written notice.

If the second highest bidder declines to purchase the mortgaged premises, the Mortgagee reserves the right to purchase the within described property at the amount bid by the second highest bidder.

The Mortgagee reserves the right to postpone the sale to a later date by public proclamation at the time and date appointed for the sale and to further postpone at any adjourned sale date by public proclamation at the time and date appointed for the adjourned sale date.

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

ADAMS CO-OPERATIVE BANK

By s/Rick R. Gurney
Rick R. Gurney
its Executive Vice President

Present holder of said mortgage

From the Offices of:

Stephen N. Pagnotta
For Donovan & O'Connor, LLP
1330 Mass MoCA Way
North Adams, MA 01247
Tel: (413) 663-3200

Aaron Posnik & Co., Inc., Auctioneer License No. 161