

## 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 BUTTERFLY II LAND CORPORATION, to LEE BANK dated January 14, 2005, and recorded with the Berkshire Middle District Registry of Deeds in Book 3141, Page 68, 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 Tuesday, April 7, 2009 at 11:00 a.m., at the premises located at Route 183, Stockbridge, Berkshire County, Massachusetts, all the land situated in Stockbridge, County of Berkshire and Commonwealth of Massachusetts, described in said mortgage,

To wit:

### **TRACT I:**

Beginning at a point in the westerly line of the highway leading northerly from the village of Interlaken and the Town of Stockbridge to Lenox, and passing westerly of Stockbridge Bowl, so-called, said point marking the southeasterly corner of land now or formerly of Henry W. Dunne, said point also marking the northeasterly corner of the premises being conveyed:

Running thence westerly in the southerly line of land of said Dunne about 2566 links to a corner;

Running thence northerly in the westerly line of land of said Dunne about 320 links to a corner;

Running thence westerly in the southerly line of land of said Dunne about 1520 links to a corner;

Running thence northerly in the westerly line of land of said Dunne about 494 links to a corner;

Running thence westerly in the southerly line of land of said Dunne about 1993 links to the southwest corner of land of said Dunne, it being in the easterly line of Lot # 24 as shown on a plan entitled "Plan of Beckwith Properties" dated November 1, 1895 and recorded in Berkshire Middle District Registry of Deeds in Drawer No. 197;

Running thence northerly along the easterly line of lots numbered 24 and 25 to the southeasterly corner of Lot 26 (Trask Lot) as shown on said plan; running thence northerly along the easterly line of said lot 26 to the northeasterly corner thereof;

Running thence westerly along the northerly line of said Lot No. 26 (Trask Lot) to the northwesterly corner thereof;

Running thence southerly along the westerly line of Lots numbered 26, 7, 25, 23, 24, 11, 22, 21, 20 and 19 to the southwesterly corner of said Lot No. 19 (Heath Lot);

Running thence easterly along the southerly line of said Lot No. 19 (Heath Lot) to the southeasterly corner thereof;

Running thence easterly in a straight line to the southwesterly corner of land described in a mortgage deed from Hans K. and Ruth G. Maeder to the Lenox Savings Bank dated July 21, 1954 and recorded in Berkshire Middle District Registry of Deeds in Book 612, Page 341;

Running thence northerly along the westerly line of said land described in said mortgage deed to the Lenox Savings Bank 299.68 feet to the northwesterly corner thereof;

Running thence easterly along the northerly line of said land described in said mortgage deed to the Lenox Savings Bank 643.27 feet to a point in the said westerly line of said highway leading to Lenox.

Running thence northerly along said westerly line of said highway leading to Lenox about 754.88 feet to the place of beginning.

Containing 275 acres more or less.

Being the most northerly portion of land conveyed by Liberal Arts, Inc. to Hans K. Maeder and Ruth G. Maeder by deed dated July 1, 1948 and recorded in the Berkshire Middle District Registry of Deeds in Book 543, Page 285.

Being also the land conveyed by Hans K. Maeder and Ruth G. Maeder to The Stockbridge School by deed dated June 4, 1955 and recorded in the Berkshire Middle District Registry of Deeds in Book 626, Page 389.

Together with the right to use a spring situated in the southwesterly portion of the land conveyed by Liberal Arts, Inc. to Hans K. Maeder et ux as aforesaid.

Together with all personal property of every nature affixed or attached to the real estate, including all oil burners and other heating devices so affixed or attached.

This conveyance is made subject to the rights to the use of water and to the use, repair and replacement of the water pipes crossing the above described land as conveyed by the following instruments:

1. Deed of Hans K. Maeder et ux to Laurel Lake Associates, Inc. dated July 1, 1948 and recorded in the Berkshire Middle District Registry of Deeds in Book 544, Page 272.
2. Deed of Hans K. Maeder et ux to Henry J. Helberg et ux dated July 1, 1948 and recorded in said Registry in Book 532, Page 582.
3. Deed of Hans K. Maeder et ux to Hugh L. Barnes, Jr. et ux dated July 1, 1948 and recorded in said Registry in Book 537, Page 377.
4. Indenture of Elisabeth C. T. Miller with Catherine J. Gregg dated October 1, 1937 and recorded in said Registry in Book 476, Page 524.

Tract I being the same premises conveyed to Butterfly Land Corp. by deed of Pittsfield National Bank dated August 18, 1978 and recorded in the Berkshire Middle District Registry of Deeds At Book 1008, Page 560. Butterfly Land Corp. merged into Butterfly Land Transfer, Inc., a Delaware corporation (see instrument dated January 24, 1994 and recorded in the Berkshire Middle District Registry of Deeds in Book 1435, page 1036.) Butterfly Land Transfer, Inc. merged into Butterfly II Land Corp., a Massachusetts corporation (see instrument dated January 24, 1994 and recorded in the Berkshire Middle District Registry of Deeds in Book 1435, page 1037.)

**TRACT II:**

PARCEL 1: Beginning at a point in the westerly line of Mass. State Route # 183, said point being 754.88 feet southerly from a stone bound marking the intersection of said westerly line of Mass. State # 183 and the northerly line of land described as parcel 1 in a deed from Liberal Arts, Inc. to Hans K. Maeder and Ruth G. Maeder dated July 1, 1948 and recorded in the Berkshire Middle District Registry of Deeds in Book 543, page 285&c;

running thence North 61 degrees 36 minutes West 643.27 feet to a point;

running thence South 27 degrees 39 minutes West 299.68 feet to a point;

running thence South 61 degrees 23 minutes East 648.76 feet to a point in said westerly line of Mass. State Route # 183;

running thence North 26 degrees 37 minutes East and in said westerly line of Mass. State Route # 183, 303.00 feet to the place of beginning.

Containing 4.43 acres, more or less.

PARCEL 2: Beginning at a point marking the southwesterly corner of Parcel 1 above; thence South 61 degrees 23 minutes East along the southerly line of Parcel 1 above 56.96 feet to a point;

thence South 23 degrees 42 minutes West along the easterly line of land now or formerly of Hans K. Maeder et ux 164.00 feet to a point;

thence North 66 degrees 18 minutes West along other land now or formerly of said Maeders 275.00 feet to a point;

thence northeasterly along the easterly line of parcel 3 below about 159.2 feet to a point in the southerly line of land conveyed by said Maeders by deed dated June 4, 1955 and recorded in Berkshire Middle District Registry of Deeds in Book 626, Page 389;

thence easterly along the southerly line of the last mentioned land about 200.5 feet to the place of beginning.

Containing 1 acre of land, more or less.

PARCEL 3: Beginning at a point marking the southwesterly corner of Parcel 2 above; thence westerly in a line parallel to the southerly line of land conveyed by Hans K. Maeder et ux by deed dated June 4, 1955 and recorded in said Registry in Book 626, Page 389, 275.00 feet to a point;

thence northerly at a right angle to the last described line to a point in said southerly line of the land conveyed by said Maeders as aforesaid;

thence easterly along said southerly line of the land conveyed by said Maeders as aforesaid to the northwesterly corner of Parcel 2 above;

thence southerly along the westerly line of Parcel 2 above, about 159.2 feet to the place of beginning.

Together with the right to take water from land now or formerly of Hans K. Maeder et ux, which land adjoins the granted premises, for the use and benefit of the granted premises; and together with the rights in said land now or formerly of said Maeders to lay, install, maintain, repair and replace a water pipe for the purpose of taking and conducting water to the granted premises; and together with the right in said land now or formerly of said Maeders to use the present water pipe and any renewal or replacement thereof; together with the right to enter upon said land now or formerly of said Maeders for the purposes of exercising said rights.

Together with the benefit of a certain reserved right to use, maintain, repair and renew a line for the transmission of electricity as more particularly set forth in a certain deed from The Stockbridge School to Hans K. Maeder et ux dated March 26, 1973 and recorded in the Berkshire Middle District Registry of Deeds in Book 935, Page 285.

Tract II being the same premises conveyed to Butterfly Land Corporation by deed of Lenox National Bank dated August 31, 1978 and recorded in said Registry at Book 1009, Page 139. Butterfly Land Corp. merged into Butterfly Land Transfer, Inc., a Delaware corporation (see instrument dated January 24, 1994 and recorded in the Berkshire Middle District Registry of Deeds in Book 1435, page 1036.) Butterfly Land Transfer, Inc. merged into Butterfly II Land Corp., a Massachusetts corporation (see instrument dated January 24, 1994 and recorded in the Berkshire Middle District Registry of Deeds in Book 1435, page 1037.)

### **TRACT III:**

Lot 1.01 on Stockbridge Assessors' Map 13, said lot being more particularly bounded and described as follows:

Beginning at the southeasterly corner of Lot 8 as shown on a plan entitled "Layout of Lots for Friends of Stockbridge School in Stockbridge, Mass., Robert G. Brown & Assoc., Inc., Lee, Mass., March, 1972" recorded in Berkshire Middle District Registry of Deeds in Book 417G, Page 20; thence S 77° 05' 36" E along the southerly line of Lot 9 as shown on said plan a distance of 332.97 feet to the northwesterly corner of land conveyed by the Stockbridge School to Peter H. Kuhn et ux by deed dated November 14, 1973 and recorded in said Registry in Book 944, Page 598; thence the following three courses and distances along said land conveyed to Kuhn: S 29° 38' 32" W 189.90 feet to a point, S 60° 21' 28" E 330 feet to a point and S 29° 38' 32" W 100 feet to a point in the northerly line of land of DeSisto Schools, Inc.; thence the following two courses and distances along said land of DeSisto Schools, Inc.: N 60° 21' 28" W 949.47 feet to a stake in stones and N 32° 26' 54" E 199.04 feet to a point in the southerly line of said Lot 8 and thence S 59° 25' 01" E along the southerly line of said Lot 8 a distance of 290.92 feet to the point and place of beginning.

Tract III being the same premises conveyed to Butterfly Land Corporation by deed of City Savings Bank of Pittsfield dated August 4, 1981 and recorded in the Berkshire Middle District Registry of Deeds at Book 1049, Page 28. Butterfly Land Corp. merged into Butterfly Land Transfer, Inc., a Delaware corporation (see instrument dated January 24, 1994 and recorded in the Berkshire Middle District Registry of Deeds in Book 1435, page 1036.) Butterfly Land Transfer, Inc. merged into Butterfly II Land Corp., a Massachusetts corporation (see instrument dated January 24, 1994 and recorded in the Berkshire Middle District Registry of Deeds in Book 1435, page 1037.)

Subject to the mortgage to Lee Bank recorded December 5, 2002 in the Berkshire Middle District Registry of Deeds in Book 2388, Page 115.

Subject to the Water Easement Deed recorded November 5, 2004 in the Berkshire Middle District Registry of Deeds at Book 3019, Page 332.

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 Twenty Thousand and 00/100 Dollars (\$20,000.00) 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 five percent (5%) of the successful bid and the initial deposit of \$20,000.00. 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.

LEE BANK  
Present holder of said mortgage  
By its Attorneys,  
George, DeGregorio, Massimiano & McCarthy, P.C.  
Berkshire Common, Pittsfield, MA 01201  
March 6, 13 and 20, 2009

**AUCTIONEER:**  
Aaron Posnik & Co., Inc.  
83 State Street  
Springfield, MA 01103  
(413) 733-5238

