

MEMORANDUM OF SALE

Five Thousand Dollars (\$5,000) received from Buyer by **TD BANK, N.A. f/k/a TD BANKNORTH, N.A. Successor in Interest to CAPE COD BANK & TRUST COMPANY, N.A.**, as earnest money to be applied to the purchase price of real estate located at **100 BUGGY WHIP ROAD, BREWSTER, BARNSTABLE COUNTY, MASSACHUSETTS** sold this day under a power of sale contained in a mortgage given to Cape Cod Bank & Trust Company, N.A., and now held by TD BANK, N.A. by merger, which power of sale provides that the premises are sold subject to and with the benefit of all restrictions, easements, improvements, outstanding tax titles, mortgages, liens, right of tenants and parties in possession, unpaid taxes, municipal liens and other public taxes, assessments or liens, if any, including outstanding condominium common expense assessments or liens, if applicable.

The Buyer understands that this sale is pursuant to a public foreclosure sale; TD BANK, N.A., has no knowledge as to the condition of the premises and makes no representations or warranties relating to the premises, and the Buyer agrees to take the premises in its "AS IS" condition.

In the event the premises contains on on-site sewage system, the Buyer shall be responsible for complying with the Commonwealth of Massachusetts regulations pertaining thereto at its own cost by obtaining an inspection of the system and, if necessary, repairing and/or replacing the sewage system components in order to bring the system into compliance with the Code of Massachusetts Regulations Ch. 310.

In the event that the premises contain underground storage tank(s), the Buyer shall be responsible for complying with the applicable regulations issued by the Massachusetts Board of

Fire Prevention as set forth in 527 CMR 9.00 et seq which may require removal of any existing tank(s).

Buyer acknowledges that Seller has advised Buyer that the Premises may contain lead paint and that whenever a child under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner is required by law to remove or encapsulate said paint, plaster or other material so as to make it inaccessible to a child under six years of age. Consumption of lead is poisonous and may cause serious personal injury. Whenever such residential premises containing dangerous levels of lead undergoes a change of ownership and, as a result, a child under six years of age will become a resident, the new owner is required by law to comply with the Massachusetts lead paint laws. The Buyer, by signing this Agreement, acknowledges the receipt of the attached Lead Paint Rider.

It shall be the obligation of the Buyer to install smoke detectors and to obtain smoke detector certificates pursuant to M.G.L. Chapter 148, Section 26E.

The Buyer agrees to pay the balance of said purchase price shown below within twenty (20) days from the date of this agreement at the offices of Doherty, Wallace, Pillsbury and Murphy, 1414 Main Street, Springfield, Massachusetts. If said balance is not paid within twenty (20) days, as herein provided, said earnest money shall be forfeited and become the property of TD BANK, N.A.

In the event that the Buyer at the foreclosure sale shall default in purchasing the within described property according to the terms of the Notice of Sale and/or the terms of this Memorandum of Sale executed at the time of the foreclosure TD BANK, N.A. reserves the right to sell the property by Foreclosure Deed to the second highest bidder provided that the second highest bidder shall deposit with TD BANK, N.A.'s attorneys, Doherty, Wallace, Pillsbury and Murphy,

P.C., the amount of the required deposit as set forth herein within three (3) business days after receiving written notice of default of the Buyer and title shall be conveyed to said second highest bidder within twenty (20) days of said written notice.

If at the time for closing, the bank, as seller, is unable to convey title, this agreement shall terminate, the seller shall return the deposit to the buyer, and the seller and the buyer shall have no further obligations to one another under this agreement. However, the buyer shall have the right, by written notice to the seller at closing, to elect to perform this agreement, accepting such title as the seller may be able to give for the premises in their then condition and paying the purchase price without reduction.

Buyer shall pay and be responsible for Seller's closing attorney's fees and costs, excise tax stamps required to be affixed to the Foreclosure Deed by the Law of the Commonwealth and all recording fees in connection with the transfer of the property.

\_\_\_\_\_  
BUYER  
Addr.: \_\_\_\_\_

\_\_\_\_\_  
Tel: \_\_\_\_\_

Buyer's Bid \$ \_\_\_\_\_

Earnest Money \$ \_\_\_\_\_

Balance Due \$ \_\_\_\_\_ (5/18/09)

TD BANK, N.A. f/k/a TD BANKNORTH, N.A.,  
Successor in Interest to  
CAPE COD BANK & TRUST CO., N.A.

BY: \_\_\_\_\_

DATED: \_\_\_\_\_