

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage which is now held by TD BANK, N.A. f/k/a TD BANKNORTH, N.A., said mortgage given by JOSE C. CHAVES & GAIL M. PETERSON to CAPE COD BANK & TRUST COMPANY, N.A. and now held by TD Bank, N.A. by merger, dated July 16, 2003, recorded at Barnstable County Registry District of the Land Court, Certificate of Title 115339, Document No. 931038, 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 will be sold at Public Auction at 11:00 a.m., on Monday, the 20th day of April, 2009 on the premises below described all and singular the premises described in said mortgage, said premises being therein described substantially as follows, to wit:

100 BUGGY WHIP ROAD, BREWSTER, MA 02631

The land in Brewster, Barnstable County, Massachusetts, together with the buildings thereon, bounded and described as follows:

Lots 23, 28 & 29, Land Court Plan 36544-B.

The Premises are subject to the matter set forth in the deed dated August 30, 1988 and Registered as Document No. 467,187.

The land in Brewster, Barnstable County, Massachusetts, bounded and described as follows:

NORTHWESTERLY	by	Buggywhip Road, one hundred fifty and 00/100 (150.00) feet;
NORTHEASTERLY	by	a portion of Lot 24, one hundred sixty and 00/100 (160.00) feet;
EASTERLY	by	a portion of Lot 24 and by Lot 25, one hundred thirty-three and 00/100 (133.00) feet;
SOUTHEASTERLY	by	Lot 27, two hundred five and 38/100 (205.38) feet; and
SOUTHWESTERLY	by	sundry adjoining owners in three lines, a total distance of three hundred sixty and 91/100 (360.91) feet.

All of said boundaries are determined by the Court to be located as shown on a plan drawn by Schofield Brothers, Inc. Surveyors dated May, 1974, as modified and approved by the Court, filed in the Land Registration Office at Boston as Plan 36554-B and said land is shown thereon as Lots 23, 28, 29.

Said premises are subject to a way approximately located as shown on said plan.

Said premises are conveyed subject to a restriction, imposed for the benefit of Lots 26 and 27 shown on said plan as follows:

No structure other than one, single-family dwelling and accessory outbuildings shall be erected or placed on any lot. No building or other structure shall be commenced, erected, placed, maintained or moved, nor shall any additions to or exterior change or alteration be made until the architectural, site, septic and landscaping plans have been approved in writing by the Grantor or the Grantor's successors in title to the benefitted premises. It is the intent of this restriction to require that structures be in good taste, in harmony with the quality of nearby structures and that they fit the site. The approval of building plans is solely the decision of the Grantor or the Grantor's successors in title. Permanent exterior tanks or other containers for the storage of fuel or other flammable materials are prohibited, unless enclosed, modular or mobile homes are prohibited, no residential structure shall be erected that contains less than 1,000 square feet of permanently enclosed ground coverage area, exclusive of porches and breezeways. Any residential structure shall have an attached or detached garage. Included within the Grantor's approval rights is approval with respect to exterior finishes and colors.

Grantor certifies that this conveyance has been authorized and directed by all of the beneficiaries of the Wildpond Realty Trust and further that all of said beneficiaries have the capacity to consent to this conveyance and further that said Trust has not been modified, amended or revoked.

Including all rents, issues and profits thereof (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues and profits until default hereunder), and all fixtures now or hereafter attached to or used in connection with the premises herein described.

The above premises will be sold subject to all outstanding tax titles, municipal or other public taxes, assessments or liens, if any.

Five Thousand Dollars (\$5,000) will be required to be paid in cash or by certified check by the purchaser at the time and place of sale as earnest money, the balance to be paid in cash within twenty days of the date of sale.

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, 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 previous highest bidder and title shall be conveyed to said second highest bidder within twenty (20) days of said written notice.

Other terms to be announced at the sale.

TD Bank, N.A.,
Successor in Interest to
Cape Cod Bank & Trust Company, N.A.
present holder of said mortgage

BY Gary P. Shannon
Its Attorney

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and Murphy, P.C., Attorneys
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