

ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions shall apply to the sale of the premises described in the sale notice of TD Bank, N.A. (the "Mortgage Holder") that has just been read to you:

1. The successful bidder will be required to execute in duplicate a Memorandum of Sale upon acceptance of the bid. Copies of the Memorandum of Sale are here for anyone to inspect prior to the bidding.
2. The premises will be sold to the highest bidder, who will be required to make the required deposit prior to signing the Memorandum of Sale.
3. If the successful bidder fails to pay the required deposit and sign the Memorandum of Sale and any other required document or if, after paying the deposit and signing the required documents, fails to perform its obligations thereunder, any deposit made, including any additional deposit made after today, shall be forfeited to the use of the Mortgage Holder. Such forfeiture shall not release the successful bidder from any of its obligations. The Mortgage Holder also reserves the right to convey the premises to the second highest bidder, at its last highest bid, under the same terms and conditions as are being offered at today's auction, and without further notice by publication or otherwise. Such second highest bidder will have five (5) days after notification by the Mortgage Holder to make the required deposit and sign the Memorandum of Sale and any other required documents.
4. No items of personal property are included in this sale, and the premises are being sold in "AS IS" condition, subject to all known and unknown defects, and subject to all applicable laws.
5. The premises may be subject to federal and state laws regarding lead-based paint. A standard information package issued by the Department of Public Health, including a form notice certificate, will be attached to the Memorandum of Sale. The successful bidder, prior to signing the Memorandum of Sale, will be required to sign the notice certificate as prepared by

the Mortgage Holder. Copies of such notice certificate and the information package are here for anyone to inspect prior to the bidding.

6. Except for the Mortgage Holder's representations contained in the lead paint notice certificate referred to above, no representations or warranties of any kind whatsoever are made by or on behalf of the Mortgage Holder with respect the premises, including, without limitation, any warranty or representation as to (a) condition, construction, or fitness for habitation, (b) the presence or absence of asbestos, urea formaldehyde, lead paint, radon gas, oil or other hazardous materials, or aboveground or underground storage tanks, (c) compliance or non-compliance with any law, including, without limitation, any federal, state or local law relating to environmental, zoning, building or occupancy matters, or (d) zoning, state of title, utilities, tenants or occupants, or other matters.

7. The successful bidder shall be responsible for complying with all laws applicable to any on site sewage disposal system, including, without limitation, Title V of the State Environmental Code, and is specifically hereby notified of, and shall be responsible for complying with, the inspection and upgrade requirements contained in Sections 15.300 through 15.305 of Volume 310 of the Code of Massachusetts Regulations, if applicable.

8. A municipal lien certificate from the city collector's office has been obtained, and a copy is available for inspection prior to the bidding. Based on the certificate and representations by the city collector's office, the following amounts appear due and owing to the City of Northampton with respect to the premises:

Real estate taxes due for the 3 rd and 4 th quarters of fiscal year 2009, including any interest and other related charges, calculated through May 12, 2009	\$2,840.30
Past due water and sewer charges, including any interest and other related charges, calculated through May 12, 2009	\$1,580.51
	Total \$4,420.81

No representations or warranties are made by or on behalf of the Mortgage Holder as to the accuracy, completeness or usefulness of the foregoing or as to the extent to which such amounts constitute a lien against the premises. All municipal taxes and other municipal charges, together with all interest, fees and costs relating thereto through the date of payment, shall be the responsibility of the successful bidder.

9. The premises are also being sold subject to the following matters of record with the Hampshire County Registry of Deeds, to the extent presently applicable and in effect against the premises and having priority over the mortgage being foreclosed upon today:

- (i) A first mortgage from Alan M. and Eileen C. Wiernasz dated September 29, 1997 and recorded in Book 5209, Page 259, as affected by a modification agreement dated January 29, 2001 and recorded in Book 6114, Page 183, and a related collateral assignment of leases and rents dated September 29, 1997 and recorded in Book 5209, Page 266, as affected by a modification agreement dated January 29, 2001 and recorded in Book 6114, Page 185. The lien evidenced by this mortgage and collateral assignment shall hereinafter be referred to as the "First Mortgage".
- (ii) A second mortgage from Alan M. and Eileen C. Wiernasz dated November 9, 2004 and recorded in Book 8061, Page 104, and a related collateral assignment of leases and rents of even date thereto recorded in Book 8061, Page 124, and a UCC financing statement from Alan M. and Eileen C. Wiernasz, as the debtor, recorded on November 12, 2004 in Book 8061, Page 135. The lien evidenced by this mortgage, collateral assignment and financing statement shall hereinafter be referred to as the "Second Mortgage".
- (iii) All rights of the Northampton Street Railway Company under instrument dated July 11, 1931 and recorded in Book 873, Page 378.
- (iv) All rights and restrictions referred to in the deed from Genevieve M. O'Neil to Alan M. and Eileen C. Wiernasz dated December 28, 1992 and recorded in Book 2327, Page 47.

(v) All matters shown or referred to in a certain plan dated September 6, 1899 and recorded in Book 526, Page 50.

THE MORTGAGE HOLDER (TD BANK, N.A.), IN ADDITION TO HOLDING THE MORTGAGE BEING FORECLOSED UPON TODAY, ALSO HOLDS THE FIRST MORTGAGE AND SECOND MORTGAGE DESCRIBED ABOVE.

IN ADDITION TO BEING RESPONSIBLE FOR ALL OUTSTANDING MUNICIPAL TAXES AND OTHER MUNICIPAL LIENS PERTAINING TO THE PREMISES, THE SUCCESSFUL BIDDER TODAY SHALL BE RESPONSIBLE FOR, AND THE PREMISES ARE BEING SOLD TODAY SUBJECT TO, SUCH FIRST MORTGAGE AND SECOND MORTGAGE, AND SUCH SUCCESSFUL BIDDER SHALL BE REQUIRED TO SATISFY IN FULL BOTH THE FIRST MORTGAGE AND THE SECOND MORTGAGE AS A CONDITION OF RECEIVING A DEED TO THE PREMISES IN CONNECTION WITH THIS SALE.

FOR PURPOSES OF THIS FORECLOSURE SALE, THE FIRST MORTGAGE HAS A PAYOFF BALANCE OF \$162,085.63 AND THE SECOND MORTGAGE HAS A PAYOFF BALANCE OF \$80,083.47, FOR A COMBINED PAYOFF AMOUNT OF \$242,169.10.

THIS PAYOFF AMOUNT SHALL BE DUE AND PAYABLE BY CERTIFIED OR BANK CASHIER'S CHECK OR OTHER FORM ACCEPTABLE TO THE MORTGAGE HOLDER, AT THE OFFICE OF COOLEY, SHRAIR P.C., 1380 MAIN STREET, SPRINGFIELD, MASSACHUSETTS, ON OR BEFORE JUNE 11, 2009, TIME BEING OF THE ESSENCE, AND CONTEMPORANEOUS WITH A TIMELY RECEIPT BY THE MORTGAGE HOLDER OF SUCH PAYMENT, THE MORTGAGE HOLDER SHALL EXECUTE AND DELIVER TO THE SUCCESSFUL BIDDER A RELEASE OF THE FIRST MORTGAGE AND SECOND MORTGAGE, THE FORM AND SUBSTANCE OF WHICH RELEASE IS HERE FOR ANYONE TO INSPECT PRIOR TO THE BIDDING.

10. This sale includes a 5% Buyer's Premium, which means the successful bidder, other than the Mortgage Holder or its affiliate, will be responsible for paying, in addition to the amount bid and the amount due to payoff the First Mortgage and Second Mortgage, a Buyer's Premium amount equal to 5% of such bid amount.

11. The Mortgage Holder, or its affiliate, may bid at this sale, and if either is the successful bidder, neither shall be required to pay any deposit or buyer's premium and either may also choose, in its sole discretion, not to payoff either, or both, of the First Mortgage and Second Mortgage and instead to take title to the Premises by foreclosure deed subject to, and in a manner that allows for, the continuation of the liens of either, or both, of the First Mortgage and Second Mortgage and all of the rights and remedies of the Mortgage Holder in connection with any of such liens and the obligations secured thereby.

12. All information as shown in the Auctioneer's circulars or published advertisements for this sale has been compiled for the convenience and assistance of the successful bidder, and while the information is assumed to be reasonably correct, it is not guaranteed or warranted by the Auctioneer or the Mortgage Holder or any of their representatives.

13. From and after this date, the successful bidder shall have the sole risk of loss and the Mortgage Holder shall have no responsibility for maintaining insurance on the premises. In the event the premises are hereafter damaged by fire or other casualty, the successful bidder shall remain obligated to consummate the sale without any reduction in the purchase price.

14. In the event the Mortgage Holder cannot convey title to the premises as stipulated, the deposit, including any additional deposit thereafter made, shall be refunded and all rights under the Memorandum of Sale shall cease and the successful bidder shall have no recourse against the Mortgage Holder or its employees, agents or representatives, whether at law or in equity.

15. The premises will be conveyed by the usual statutory form foreclosure deed under the statutory power of sale, such deed to be delivered contemporaneously with the Mortgage Holder's timely receipt of full payment pursuant to the Memorandum of Sale. No adjustments of any kind shall be made to the purchase price. The successful bidder will be responsible for its own closing costs and all Massachusetts document tax stamps and recording fees applicable to

the purchase of the premises. The acceptance of the Mortgage Holder's foreclosure deed by the successful bidder, or any successor in interest, shall be deemed to be a full performance and discharge of all obligations of the Mortgage Holder to the successful bidder, and any successor in interest, in connection with this sale.

16. IN SUMMARY, THE MORTGAGE HOLDER IS FORECLOSING UPON A THIRD MORTGAGE TODAY. TO PURCHASE THE PREMISES IN CONNECTION WITH THIS SALE, THE SUCCESSFUL BIDDER SHALL BE REQUIRED TO PAY TO THE MORTGAGE HOLDER THE FOLLOWING:

- (i) THE AGGREGATE PAYOFF AMOUNT DUE UPON THE FIRST AND SECOND MORTGAGES, WHICH AMOUNT, FOR PURPOSES OF THIS SALE, IS \$242,169.10;

PLUS

- (ii) THE AMOUNT BID BY THE SUCCESSFUL BIDDER TODAY;

PLUS

- (iii) THE BUYER'S PREMIUM IN AN AMOUNT EQUAL TO FIVE PERCENT (5%) OF SUCH BID AMOUNT.

FOR PURPOSES OF THIS SALE, THE SUM OF THE PAYOFF AMOUNT, THE BID AMOUNT AND THE BUYER'S PREMIUM AMOUNT SHALL BE REFERRED TO AS THE "PURCHASE PRICE". SUCH PURCHASE PRICE, LESS ANY DEPOSITS PREVIOUSLY PAID, IS TO BE PAID TO THE MORTGAGE HOLDER, AT THE OFFICE OF COOLEY, SHRAIR P.C., ON OR BEFORE JUNE 11, 2009, TIME BEING OF THE ESSENCE. CONTEMPORANEOUS WITH THE MORTGAGE HOLDER'S TIMELY RECEIPT OF SUCH PAYMENT, THE MORTGAGE HOLDER WILL DELIVER TO THE SUCCESSFUL

BIDDER A DEED AND LIEN RELEASE IN ACCORDANCE WITH THE TERMS OF THIS SALE.

17. The successful bidder will be required to sign this document when signing the Memorandum of Sale and, by doing so, the successful bidder will be acknowledging that the successful bidder agrees to the foregoing terms and conditions.

Successful Bidder's signature