

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage (the "Mortgage") given by Alan M. Wiernasz and Eileen C. Wiernasz to TD Banknorth, N.A. dated June 9, 2005 and recorded with the Hampshire County Registry of Deeds in Book 8307, Page 75, as affected by an instrument dated May 25, 2006 and recorded with the aforesaid Registry of Deeds in Book 8967, Page 25 and by an instrument dated October 16, 2007 and recorded with the aforesaid Registry of Deeds in Book 9308, Page 133 (said mortgage, as so affected, being hereinafter referred to as the "Mortgage"), of which Mortgage the undersigned (the "Mortgage Holder") 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 May 12, 2009 at the mortgaged premises, being known as 344 South Street and 5 Cedar Street, in Northampton, Massachusetts, all and singular the premises described in said Mortgage (the "Premises"), to wit:

"the land in Northampton, Mass., Hampshire County,

First Tract: A certain tract or parcel of land situate on the Westerly side of Cedar Street, bounded and described as follows:

Beginning at a point on the Westerly side of Cedar Street at the intersection with the Southerly side of South Street; thence South on the Westerly side of Cedar Street Ninety-eight and Forty-three one hundredths (98.43) feet more or less; thence Westerly on land now or formerly of Martha A. Bisold to land now or formerly of the Northampton Street Railway Company One Hundred Fourteen and Forty-eight One-Hundredths (114.48) feet more or less; thence Northeasterly on land now or formerly of the Northampton Street Railway Company One Hundred Fifty and Ninety-nine One-Hundredths (150.99) feet more or less to the point of beginning.

Hereby intending to convey Lot #73 as shown on Plan of Lots recorded with Hampshire County Registry of Deeds in Book 526, Page 50.

Second Tract: The land situated at the corner of Cedar Street and South Street in said Northampton, and further bounded and described as follows:

Beginning at a point on South Street where the Westerly line of Cedar Street intersects the Southerly line of South Street; thence Southerly along the line between land now or formerly of the Northampton Street Railway Company and the first tract above described One Hundred Fifty and Ninety-nine One-Hundredths (150.99) feet more or less to land now or formerly of Catherine and Frederick Kempkis; thence Westerly along the continuation of the line between the first tract above described and land now or formerly of said Kempkis to a point Ten (10) feet more or less from the center line of the track of the Northampton Street Railway Company, said Ten (10) feet first being measured at right angles, to center line of said tracks; thence Northerly, parallel to center line of said track and at a distance of Ten (10) feet more or less from it, to the Southerly line of South Street; thence Easterly along the Southerly line of South Street to the point of beginning.

Being same premises in deed in Book 2327, Page 47.”

The Premises will be sold subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, outstanding tax titles, rights of tenants and parties in possession, unpaid taxes, municipal liens and other public taxes, assessments or liens and existing encumbrances having priority over the Mortgage, if any.

TERMS OF SALE: A deposit of Twenty Thousand Dollars (\$20,000) will be required to be paid in cash or by certified or bank cashier's check by the successful bidder to Cooley, Shrair P.C., as attorneys for the Mortgage Holder, at the time and place of sale. An additional deposit amount will be required to be paid by certified or bank cashier's check by the successful bidder to Cooley, Shrair P.C., as attorneys for the Mortgage Holder, within five (5) business days after the date of the sale, in an amount that increases the total deposit to not less than ten percent (10%) of the successful bid amount. The balance of the successful bid amount, plus a Buyer's Premium equal to five percent (5%) of the successful bid amount, will be required to be paid to the Mortgage Holder by certified or bank cashier's check within thirty (30) days after the date of the sale, and the deed for the Premises shall be delivered contemporaneously with such payment.

The Mortgage Holder reserves the right to postpone or adjourn this sale to a later time or date by public proclamation at the time and date appointed for the sale and to further postpone or adjourn any postponed or adjourned sale by public proclamation at the time and date appointed for the postponed or adjourned sale.

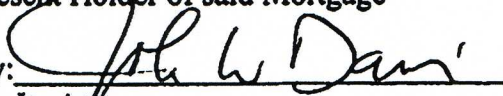
The successful bidder at the sale will be required to sign a Memorandum of Sale containing the above terms, and other announced terms, at the sale.

The description for the Premises contained in the Mortgage shall control in the event of a typographical error in this notice.

Other terms to be announced at the sale.

TD BANK, N.A., formerly known as
TD Banknorth, N.A.
Present Holder of said Mortgage

By:



Its Attorney

John W. Davis, Esq.

Cooley, Shrair P.C.

1380 Main Street, 5th Floor

Springfield, MA 01103