

## MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the power of sale contained in a certain mortgage given by B. Michael Shanley and Gretchen D. Shanley to the Williamstown Savings Bank, dated January 20, 2006, and recorded in the Berkshire Northern District Registry of Deeds, Land Court Records at Document No. 11248, Certificate of Title No. 1734, 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 at 11 A.M. on the 14<sup>th</sup> day of August, 2009, on the mortgaged premises below described, situate at 67 Ide Road, Williamstown, Berkshire County, Massachusetts, all and singular the premises described in said mortgage, to wit:

Lot C - Land Court Plan 1310C filed with Certificate #287.

Subject to an Easement from B. Michael Shanley and Gretchen D. Shanley to Massachusetts Electric Company, dated July 25, 2001 and recorded with the Berkshire North District Registry of Deeds - Land Court Records at Document No. 9826, Certificate of Title No. 1734.

Being the same premises conveyed to the mortgagors herein by deed of Edward J. Coughlin III, Judith D. Coughlin, W. David Coughlin and Marilyn S. Coughlin, dated August 14, 1995 and recorded with said Registry - Land Court Records at Document No. 8225, Certificate of Title No. 1734.

The Mortgagors hereby SUBORDINATE their rights of homestead, as to this mortgage, created in a Declaration of Homestead by B. Michael Shanley contained in deed to Mortgagors, dated August 14, 1995 and recorded in the Land Court Records, Berkshire Northern District Registry of Deeds as Document No. 8225, Certificate of Title No. 1734.

Said premises will be sold and conveyed subject to all unpaid taxes, tax titles, municipal liens and assessments, if any. Said premises will also be sold and conveyed subject to prior liens or other enforceable encumbrances of record entitled to priority over this mortgage, and subject to and with the benefit of all easements, restrictions, reservations and conditions of record, if any there be, insofar as such are in force and applicable. Said premises will also be sold subject to occupation by persons on the premises now or at the time of said auction, which occupation is subject to said mortgage, and also will be sold subject to all laws and ordinances, including, but not limited to, all building and zoning laws and ordinances. It shall be the bidder's sole responsibility to ascertain all items described in this paragraph and no representations are made concerning compliance with applicable zoning, building, sanitary or other state and/or municipal regulations.

**TERMS OF SALE:** Ten percent (10%) of the purchase price will be required to be paid in cash or by certified or bank cashier's check by the purchaser as follows: (1) Fifty Thousand (50,000) dollars at the time and place of sale and (2) the balance of the 10% within five business days from the date of sale, as earnest money (the mortgage holder and its designee[s] are exempt from this requirement). The balance of the purchase price shall be paid in cash or by certified or bank cashier's check, and the deed shall be delivered at the closing, which shall be held at the office of Donovan & O'Connor, LLP, 1330 Mass MoCA Way, North Adams, Massachusetts, within 30 days after the foreclosure sale, unless same is on Saturday, Sunday or legal holiday in which event the closing shall be on the next business day, and unless the mortgage holder otherwise agrees, time being of the essence.

This sale may be postponed or adjourned from time to time if necessary, by an attorney for the mortgagee at the scheduled time and place of the sale. The description for the premises, as such is contained and set forth in the mortgage, shall control in the event of a typographical error in this publication.

The successful bidder shall be required to sign a Memorandum of Sale at the auction sale.

In the event that the successful bidder at the foreclosure sale fails to purchase the described premises according to the terms of this notice of sale or as provided for in the Memorandum of Sale executed at the time of foreclosure, the mortgagee reserves the right to sell the premises by foreclosure deed to the next highest bidder provided that the said second highest bidder shall deposit with the mortgagee's attorney, said Donovan & O'Connor, LLP, the amount of the required deposit and execute an agreement similar to said Memorandum of Sale, within three (3) business days after written notice of default of the previous highest bidder. Title shall be conveyed to the said second highest bidder within twenty (20) days of said written notice.

If the second highest bidder declines to purchase the mortgaged premises, the mortgagee reserves the right to purchase the within described property at the amount bid by the second highest bidder.

The mortgagee reserves the right to postpone the sale to a later date by public proclamation at the time and date appointed for the sale and to further postpone at any adjourned sale date by public proclamation at the time and date appointed for the adjourned sale date.

Other terms, if any, to be announced at the time and place of the sale.

WILLIAMSTOWN SAVINGS BANK

By s/John C. Law  
John C. Law  
Its President and Chief Executive Officer

Present holder of said mortgage

From the Offices of:  
John D. Lanoue, Esq.  
for Donovan & O'Connor, LLP  
1330 Mass MoCA Way  
North Adams, MA 01247  
Tel No. (413) 663-3200

Aaron Posnik & Co., Inc., Auctioneer License No. 161

JDL:smg