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BIDDER'S INFORMATIONAL PACKAGE
304 STATE ROAD
GREAT BARRINGTON, MASSACHUSETTS

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MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by KAJ PROPERTY MANAGEMENT, LLC, a Massachusetts limited liability company, to BERKSHIRE BANK, dated August 18, 2005, recorded at Southern Berkshire County Registry of Deeds in Book 1636, Page 126, 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 12:00 p.m. noon, on the 4th day of January, 2010 on the premises below described all and singular the premises described in said mortgage, said premises being therein described substantially as follows, to wit:

304 STATE ROAD, GREAT BARRINGTON, MASSACHUSETTS 01230

A certain piece or parcel of land, with buildings thereon situated on the southerly side of the State Road in said Great Barrington, bounded and described as follows;

Beginning at a stone set in the ground in or near the southerly line of said highway, at the northernmost corner of the land conveyed and the northeasterly corner of land of Frederick Cheney; thence in line of land of said Cheney, southwesterly 13 chains and 20 links to a stake and stones, on an angle in land of Noble B. Turner; thence southeasterly on line of land of said Turner, 3 chains and 42 links to a stake and stones at a corner of land formerly of Nora Walsh, deceased; thence in line of land formerly of said Walsh, northeasterly about 14 chains to a stone set in the ground in or near the southerly line of said highway; thence on said highway northwesterly 3 chains and 42 links to the place beginning.

Containing 4 ¼ acres of land, more or less, and being all and the same premises conveyed to George T. Targantos by Ellenora C. Graves by deed dated December 18, 1929, and recorded in the Southern Berkshire Registry of Deeds at said Great Barrington, in Book 248, Page 150.

Also including herein a tract of land containing 10 acres, more or less, conveyed to said George Targantos by said Graves and bounded and described as follows:

A certain tract of land situate in said Town of Great Barrington southerly from the State Road, so-called, bounded on the north by land of Charles Rote; on the east by land formerly of John H. Walsh, and on the south and west by land of F.H. Cheney.

Being all and the same premises as were conveyed to Stanley V. Wincek by deed from Rupert F. Stevens, dated January 13, 1948, and recorded in said Registry of Deeds in Book 285, Page 194.

Excepting and not including in this conveyance that certain portion of the above described premises containing 1780 square feet taken by the Commonwealth of Massachusetts for highway purposes, by Order of Taking dated April 11, 1950, and recorded in said registry of Deeds in Book 295, Page 6.

Excepting and not including in this conveyance that certain portion of the above described premises that was conveyed in deed from Stanley V. Wincek and Victoria T. Wincek to Norman H. Hansen and Ellen D. Hansen, dated June 25, 1965, and recorded in said Registry of Deeds in Book 347, Page 491.

Being all and the same premises conveyed to the Mortgagor herein by deed of Hasmukhben Upadhyay dated August 18, 2005 and recorded in the Southern Berkshire Registry of Deeds in Book 1636, Page 122.

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 and with the benefit of all restrictions, easements, improvements, outstanding tax titles, municipal or other public taxes, assessments, liens, or claims in the nature of liens, and existing encumbrances of record created prior to the mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed, if any.

Twenty-five Thousand Dollars (\$25,000) ("Initial Deposit") 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, and an additional sum ("Additional Deposit"), also in cash or by certified check, in an amount such that the total deposits, including the initial deposit, totals ten percent (10%) of the purchase price, shall be due and payable within ten (10) business days of the sale. The balance to be paid in cash or by certified check within twenty (20) business 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 thirty (30) days of said written notice.

Other terms to be announced at the sale.

Berkshire Bank,

BY Gary P. Shannon
Its Attorney

Doherty, Wallace, Pillsbury
and Murphy, P.C., Attorneys
One Monarch Place, Suite 1900
Springfield, MA 01144-1900

MEMORANDUM OF SALE

Twenty-Five Thousand Dollars (\$25,000) received from Buyer by **BERKSHIRE BANK**, as earnest money to be applied to the purchase price of real estate located at **304 STATE ROAD, GREAT BARRINGTON, MASSACHUSETTS 01230**, sold this day under a power of sale contained in a mortgage given to Berkshire Bank, 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; BERKSHIRE BANK, has no knowledge as to the physical condition or use of the Premises or the compliance of the Premises with the provisions of any Federal, state or local rule, regulation, statute or ordinance, including, without limitation, Title V; and the Seller makes no representations or warranties expressed or implied of any type, kind, character or nature whatsoever relating to the Premises, including as to condition, use, zoning or environmental matters; and the Buyer agrees to accept the Premises in its "AS IS" condition. Environmental Site Assessment is the responsibility of the Buyer.

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).

The Buyer acknowledges that there may have occurred the use, storage, disposal, transportation, release or threat of release of hazardous or toxic materials or substances on,

or in connection with, the Premises and that the Premises may not be in compliance with applicable environmental laws, including, without limitation, the Massachusetts Oil and Hazardous Material Release Prevention Response Act (M.G.L.c.21E), Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. §9601 et. seq.) and other federal, state and local laws and regulations, and any judicial or administrative decree or decisions. The Buyer hereby releases the Mortgagee from any and all liability in connection with any environmental claims, of any kind or nature, which may arise in connection with, or relating to the Premises and agrees to indemnify and defend the Mortgagee in connection with any such claim which may be asserted against the Mortgagee hereinafter.

Twenty-five Thousand Dollars (\$25,000) ("Initial Deposit") 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, and an additional sum, also in cash or by certified check, in an amount such that the total deposits, including the initial deposit, totals ten percent (10%) of the purchase price, shall be due and payable within ten (10) business days of the sale. 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, One Monarch Place, Suite 1900, 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 BERKSHIRE BANK.

Buyer shall also pay directly to the auctioneer, AARON POSNIK & CO., INC. a buyer's premium equal to five percent (5%) of the purchase price.

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, BERKSHIRE BANK reserves the right to sell the property by Foreclosure Deed to the second highest bidder provided that the second highest bidder shall deposit with BERKSHIRE BANK'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 thirty (30) 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

NAME: _____

ADDRESS: _____

Buyer's Bid \$ _____

Initial Deposit \$ 25,000.00

Add'l. Deposit \$ _____ by 1/18/10 (combined total 10%)

Balance Due \$ _____ by 2/1/10

BERKSHIRE BANK,
Successor In Interest to
WORONOCO SAVINGS BANK

BY: _____

DATED: _____

State Tax Form 290
 Certificate: 20100075
 Issuance Date: 10/23/2009

MUNICIPAL LIEN CERTIFICATE
 TOWN OF GREAT BARRINGTON
 COMMONWEALTH OF MASSACHUSETTS

Requested by DOHERTY, WALLACE, PHILLSBURY & MURPHY


I certify from available information that all taxes, assessments and charges now payable that constitute liens as of the date of this certificate on the parcel of real estate specified in your application received on 10/23/2009 are listed below.

DESCRIPTION OF PROPERTY

Parcel ID: 00016-00000-00023	304 STATE RD FIRE DISTRICT		
KAJ PROPERTY MANAGEMENT LLC		Land area :	4.50 AC
MT VIEW MOTEL		Land Value :	143,900
304 STATE RD		Impr Value :	744,000
GT BARRINGTON MA 01230-1461		Land Use :	0
		Exemptions :	0
		Taxable Value:	887,900

Deed date: Book/Page: 1636/122
 Class: 301-

FISCAL YEAR	2010	2009	2008
DESCRIPTION			
REAL ESTATE TAX - COMMERCIA	\$.00	\$10,540.94	\$10,466.71
REAL ESTATE TAX - RESIDENTI	\$10,228.61	\$.00	\$.00
FIRE DISTRICT REAL ESTATE T	\$710.32	\$797.99	\$779.44
TOTAL BILLED:	\$10,938.93	\$11,338.93	\$11,246.15
Charges/Fees	\$.00	\$35.00	\$10.00
Abatements/Exemptions	\$.00	\$.00	\$.00
Payments/Credits	\$.00	-\$5,694.47	-\$11,256.15
Interest to 10/23/2009	\$.00	\$447.97	\$.00
TOTAL BALANCE DUE:	\$10,938.93	\$6,127.43	\$.00
TOTAL INTEREST PER DIEM:	\$2.1745		
OTHER UNPAID BALANCES:			
2009 UTILITY BILLING	\$386.37		
2010 UTILITY BILLING	\$373.12		


 DEBORAH A BALL
 ASST TREASURER/COLLECTOR

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE

State Tax Form 290
 Certificate: 20100103
 Issuance Date: 11/30/2009

MUNICIPAL LIEN CERTIFICATE
 TOWN OF GREAT BARRINGTON
 COMMONWEALTH OF MASSACHUSETTS

Requested by DOHERY WALLACE PHILLSBURY AND MURPHY

I certify from available information that all taxes, assessments and charges now payable that constitute liens as of the date of this certificate on the parcel of real estate specified in your application received on 11/30/2009 are listed below.

DESCRIPTION OF PROPERTY

Parcel ID: 00037-00000-00049


STATE RD
 TOWN OF GT BARRINGTON

KAJ PROPERTY MANAGEMENT LLC
 MT VIEW MOTEL
 304 STATE RD
 GT BARRINGTON MA 01230-1461

Land area : 9.47 AC
 Land Value : 14,200
 Impr Value : 0
 Land Use : 0
 Exemptions : 0
 Taxable Value: 14,200

Deed date: Book/Page: 1636/122
 Class: 132-

FISCAL YEAR	2010	2009	2008
DESCRIPTION			
REAL ESTATE TAX - RESIDENTI	\$163.58	\$161.31	\$160.18
Charges/Fees	\$.00	\$10.00	\$5.00
Abatements/Exemptions	\$.00	\$.00	\$.00
Payments/Credits	\$.00	-\$80.66	-\$165.18
Interest to 11/30/2009	\$1.13	\$7.55	\$.00
TOTAL BALANCE DUE:	\$164.71	\$98.20	\$.00
TOTAL INTEREST PER DIEM:	\$.0623		


 DEBORAH A BALL
 ASST TREASURER/COLLECTOR

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE