

TABLE OF CONTENTS

BIDDER'S INFORMATIONAL PACKAGE 70 INTERLAKEN ROAD (RT. 183) STOCKBRIDGE, MASSACHUSETTS

DESCRIPTION	PAGE #
MORTGAGEE'S SALE OF REAL ESTATE	1-3
MEMORANDUM OF SALE	4-8
MUNICIPAL LIEN CERTIFICATE	9
PRELIMINARY TITLE REPORT	10-11

THE FOLLOWING MATERIALS ARE FURNISHED SOLELY FOR INFORMATIONAL PURPOSES. NO WARRANTIES OR REPRESENTATIONS ARE MADE BY EITHER THE MORTGAGE HOLDER, OR THE AUCTION COMPANY AS TO THE ACCURACY, COMPLETENESS OR USEFULNESS OF THESE MATERIALS OR THE INFORMATION CONTAINED THEREIN. PROSPECTIVE PURCHASERS SHOULD MAKE THEIR OWN INVESTIGATIONS AND INSPECTIONS AND DRAW THEIR OWN INDEPENDENT CONCLUSIONS. THESE MATERIALS AND THE INFORMATION CONTAINED THEREIN ARE ALSO SUBJECT TO POSSIBLE CHANGE PRIOR TO OR AT THE TIME OF THE SCHEDULED FORECLOSURE SALE.

**NOTICE OF CONTINUATION OF
MORTGAGEE'S SALE OF REAL ESTATE**

May 14, 2010

By virtue and in execution of the power of sale contained in a certain Mortgage, Security Agreement and Assignment of Leases and Rents given by Stanley E. Rosen and Courtney V. Vining to Adams Co-operative Bank (the "Lender") dated November 5, 2004 and recorded with the Berkshire Middle District Registry of Deeds in Book 3089, Page 174, 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 1:00 o'clock in the afternoon on July 23, 2010, on the premises in Stockbridge, Massachusetts, located at 70 Interlaken Road, Stockbridge, Massachusetts, described in said Mortgage (the "Mortgaged Premises") as follows:

"Beginning at an iron pipe in the easterly line of Route 183 at the southwest corner of land of Thomas B. Wilson; Thence S 61 degrees 09 minutes E 403 feet along line of land of said Wilson to an iron pipe; thence N 63 degrees 21 minutes E 50.0 feet along line of land of said Wilson to an iron pipe; thence S 40 degrees 27 minutes E 126.50 feet to an iron pipe in the northwesterly line of Lake Drive so-called; thence southerly along the westerly line of said Lake Drive 300 feet, more or less, to an Iron pipe at the northeast corner of land of Freas, now or formerly; thence N 65 degrees 40 minutes W 203.0 feet along the northerly line of land of Freas to land of Langer, now or formerly; thence N 26 degrees 48 minutes E 150.0 feet to the northeast corner of land of said Langer; thence N 65 degrees 40 minutes W 290.4 feet along the northerly line of said Langer to an iron pipe in the easterly line of said Route 183; thence N 26 degrees 48 minutes E 179.05 feet along the easterly line of Route 183 to the place of beginning; together with any land lying between the southeasterly line herein described and the northwesterly line of Lake Drive, so-called; being more particularly shown on the sketch annexed to the deed from Thomas B. Wilson et ux to Joseph S. Slater and Garrett A. Collins, Jr. recorded in the Berkshire Middle District Registry of Deeds in Book 920, Page 750.

Subject to an easement reserved to Thomas B. Wilson and Dorothy G. Wilson for the purpose of ingress and egress over the existing driveway located on the most northwesterly corner of the parcel herein conveyed being 110 feet deep and 40 feet wide on Route 183 and 30 feet wide at the rear portion; together with the right to park no more than two cars in the parking area at the foot of the driveway.

Subject further to a reservation to Thomas B. Wilson and Dorothy G. Wilson for a right to draw water for ordinary household use from the well and water system now located on the parcel herein conveyed for the benefit of their remaining property located immediately northerly of the herein described premises.

Together with the benefit of an easement for a water line running across the rear of said Wilson's remaining premises along the existing water pipe from the well located on the herein conveyed property across the house lot retained by the said Wilson et ux to the parcel of land heretofore conveyed by the said Wilson et ux to Joseph S. Slater and Garrett A. Collins, Jr. located northerly of the houselot and known as the "Paddock". The said easements for water line shall include the right to enter and repair or replace doing no unnecessary damage and the party making said necessary repairs or replacements to restore the same as nearly as possible.

EXCEPTING THEREFROM the following parcel of land conveyed to Helen S. Schlichter by Joseph S. Slater and Garrett A. Collins, Jr. by deed dated September 29, 1972 and recorded in the Berkshire Middle District Registry of Deeds, more particularly bounded and described as follows:

Beginning at an iron pipe set in the northwesterly line of Lake Drive at the southerly line of land of Aaron Schecter; running thence N 40 degrees 27 minutes W 126.50 feet along the southerly line of said Schecter and land of Thomas B. Wilson to an Iron pipe; running thence S 63 degrees 21 minutes W 50 feet to an iron pipe; running thence N 61 degrees 09 minutes W 75 feet to an iron pipe, the last two courses being along land of said Wilson; running thence the following four courses along other land of Joseph S. Slater and Garrett A. Collins, Jr., now or formerly: S 35 degrees 15 minutes W 110.82 feet to an iron pipe; S 49 degrees 58 minutes E 50 feet to an iron pipe; S 25 degrees 14 minutes W 102.84 feet to an iron pipe; S 65 degrees 40 minutes E 145.60 feet to an iron pipe set in the northwesterly line of Lake Drive; running thence N 37 degrees 58 minutes 30 seconds E 210.15 feet along said northwesterly line of Lake Drive to the point or place of beginning. Together with the benefit of and subject to the easement set forth in said deed to Helen S. Schlichter recorded in said Registry in Book 929, Page 160.

Subject to gas pipeline easement described in Order of Taking dated July 9, 1992 and recorded in said Registry of Deeds in Book 1368, Page 94.

Subject to and together with the obligations and rights set forth in the Water Easement Deed of BUTTERFLY II LAND CORP. dated August 2, 2004 and recorded in the Berkshire Middle District Registry of Deeds in Book 3019, Page 332.

Subject to and together with the obligations and rights set forth in the Sewer and Water Easement Deed of DESISTO SCHOOLS, INC. dated August 2, 2004 and recorded in the Berkshire Middle District Registry of Deeds in Book 3020, Page 1.

Subject to and together with the obligations and rights set forth in the Sewer and Water Easement Deed of the grantor herein to DESISTO SCHOOLS, INC. dated November 1, 2004 and recorded in the Berkshire Middle District Registry of Deeds in Book 3089, Page 161.

Subject to and together with the obligations and rights set forth in the Sewer and Water Easement Deed of the grantor herein to DAVID W. SCHNEIDER and VIRGINIA G. SCHNEIDER dated November 1, 2004 and recorded in the Berkshire Middle District Registry of Deeds in Book 3089, Page 165.

Being the same premises conveyed to the Mortgagors herein by deed of Small World Realty Trust by deed dated November 1, 2004 and recorded in the Berkshire Middle District Registry of Deeds in Book 3089, 169.”

Said sale shall be subject to:

1. All outstanding real estate taxes, electricity, sewer and water charges, betterment assessments and other municipal liens and any pending proceedings for the enforcement of such liens;
2. Any outstanding orders of the Department of Health, or any other municipal, state or Federal agency;
3. Any existing tenants or other parties in possession; and
4. Rights, easements, restrictions, tax takings, liens, attachments and mortgages of record having priority over the foreclosed mortgage.

Terms of sale: A deposit of Ten Thousand Dollars (\$10,000) by certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by certified or bank check at Mirick, O'Connell, DeMallie & Lougee, LLP, 100 Front Street, Worcester, MA 01608 within thirty (30) days from the date of sale (the "Closing Date"). The Lender may extend the Closing Date in the Lender's sole and absolute discretion. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. In the event of an error in this publication, the description of the premises contained in said Mortgage shall control.

Other terms, if any, to be announced at the sale.

The Mortgagee reserves the right to sell the Mortgaged Premises as separate parcels.

The Mortgagee reserves the right to continue the sale from time to time by public announcement at the time and date of the original or any continued sale.

If the highest bidder fails to complete the purchase of the Mortgaged Premises on the terms provided in this notice and in the Memorandum of Sale signed following the auction, the Mortgagee reserves the right to convey the Mortgaged Premises to the second highest bidder at the auction. If the Mortgagee exercises that right it will notify the second highest bidder who will then have three (3) days to deliver the deposit specified above to the Mortgagee's attorney, Mirick, O'Connell, DeMallie & Lougee, LLP, and to agree upon a date for delivery of the deed.

ADAMS CO-OPERATIVE BANK
By its Attorneys,
Mirick, O'Connell, DeMallie & Lougee, LLP
100 Front Street
Worcester, MA 01608

Aaron Posnik & Co., Auctioneer
MA License No. #161
(413) 733-5238

MEMORANDUM OF SALE

AUCTIONEER: Aaron Posnik,
Aaron Posnik & Co.

DATE: July 23, 2010

BUYER: _____

PREMISES: 70 Interlaken Road
Stockbridge, Massachusetts

ADDRESS: _____

PURCHASE PRICE: \$ _____

PHONE: _____

DEPOSIT: \$10,000.00

Buyer acknowledges that on this date Buyer purchased at a public auction conducted by Auctioneer on behalf of the holder of the foreclosed mortgage ("Lender") the Premises for the Purchase Price and upon the terms announced at the auction and stated in this Memorandum (the "Terms"). The Premises include the land and any buildings and improvements on the land. The Premises are more particularly described in the printed advertisement attached as Exhibit A.

TERMS

The Premises shall be conveyed to Buyer not more than thirty (30) days after the date of this Memorandum by the foreclosure deed of Lender. The Premises shall be conveyed subject to all of the following: (i) rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens; (ii) improvements; (iii) public assessments; (iv) unpaid taxes, tax titles, tax liens, water and sewer liens and any other municipal assessments; (v) existing tenants or other parties in possession, if any; (vi) other liens or encumbrances of record which are in force and applicable; (vii) all outstanding real estate taxes, electricity, sewer and water charges, betterment assessments and other municipal liens and any pending proceedings for the enforcement of such liens; (viii) any outstanding orders of the Department of Health, or any other municipal, state or Federal agency; and (ix) rights, easements, restrictions, tax takings, liens, attachments and mortgages of record having priority over the foreclosed mortgage.

The Premises shall be conveyed in the condition they are in at the time of delivery of the foreclosure deed. After the date of this Memorandum, the risk of loss and all obligations for insuring, maintaining, securing and repairing the Premises are on Buyer and not on Lender.

The Purchase Price, of which the Deposit is a part, shall be paid in cash, or other immediately available funds acceptable to Lender, upon delivery of the foreclosure deed.

Buyer acknowledges that (i) it is impossible to compute exactly the damages that would accrue to Lender if Buyer fails to comply with the Terms, and (ii) Lender has no adequate remedy at law if Buyer fails to comply with the Terms. Therefore, if Buyer fails to comply with the Terms, then Lender shall retain the Deposit as liquidated damages which shall be Lender's sole and exclusive remedy against Buyer and all obligations of Lender, Buyer and Auctioneer shall terminate.

Payment of the balance of the Purchase Price and delivery of the foreclosure deed shall occur at the offices of Mirick, O'Connell, DeMallie & Lougee, LLP, 100 Front Street, Worcester, Massachusetts at 10:00 a.m. thirty (30) days after the date of this Memorandum (or if that day is a weekend or holiday on the next business day), unless some other time and place is mutually agreed upon. Time is of the essence of these Terms. If Lender is unable to convey the Premises according to the Terms, then the Deposit shall be refunded and all obligations of Lender, Buyer and Auctioneer shall terminate. Acceptance of a foreclosure deed by Buyer shall be considered to be complete performance of the Terms by Lender and Auctioneer.

If Buyer fails to complete the purchase of the Premises according to the Terms, then Lender reserves the right to sell the Premises to the second highest bidder for the amount of the second highest bid. If Lender exercises that right, then Lender shall notify the second highest bidder who will then have three (3) days to deliver the Deposit to Mirick, O'Connell, DeMallie & Lougee, LLP and to agree upon a date for payment of the balance of the bid amount and delivery of the foreclosure deed.

Buyer acknowledges that before the date of the auction Lender was not in possession of the Premises, and, therefore, Buyer accepts the following disclaimers by Lender and Auctioneer:

(a) No personal property is included in the sale except the personal property, if any, specifically described in the Terms. Lender disclaims knowledge of or responsibility for personal property on the Premises now or at the time of delivery of the foreclosure deed.

(b) Lender makes no representation as to (i) the existence or non-existence at the Premises of lead based paint, urea formaldehyde foam insulation, radon, oil or hazardous waste, smoke detectors, fire alarms or any other substance or device which is the subject of a law or regulation, or (ii) compliance of the Premises with the provisions of any building, health, zoning or environmental law or regulation.

(c) No inaccuracy in any advertisement, written material or statement made or published by Auctioneer, Lender or its attorneys and relating to the description of (i) the Premises, including its bounds, area, improvements, condition, permitted uses or compliance with any applicable law or regulation, or (ii) taxes, municipal liens, governmental or judicial orders or tenants affecting the Premises, will excuse the performance of these Terms by Buyer.

(d) Lender disclaims liability for and sells the Premises subject to any mechanic's or materialman's liens filed after the sale and relating to labor and materials furnished before the sale.

(e) Except as specifically announced at the time of the public auction, Lender has not received and disclaims knowledge of or liability for prepaid rent or security deposits with respect to the Premises.

As a condition to Lender's obligation to complete the sale of the Premises to Buyer, (i) Buyer

hereby releases Lender from any obligations to inspect, test, disclose, certify to, remedy, upgrade or repair any condition of the Premises, (ii) agrees that Buyer shall, at Buyer's expense, comply with all requirements relating to the condition of the Premises imposed under any law or regulation or by any mortgagee, and (iii) hereby assumes all liability for any prepaid rent and security deposits with respect to the Premises and agrees to indemnify and hold Lender harmless against all claims for prepaid rent or security deposits relating to the Premises. Buyer hereby acknowledges receipt of (x) a copy of the Massachusetts Lead Paint Law, if applicable, and (y) notification to Buyer and acceptance by Buyer of the obligation for applicable inspection and upgrade requirements relating to subsurface sewage treatment and disposal systems, if any, on the Premises as provided in 310 CMR 15.300 through 15.305.

Buyer agrees to pay all recording charges, title examination fees, title insurance premiums and revenue stamps incurred in connection with the transfer of the Premises to Buyer and in connection with any mortgage granted by Buyer relating to this transaction.

Buyer acknowledges that Buyer has been given a copy of this Memorandum.

ACTIONEER:

BUYER:

Aaron Posnik
Aaron Posnik & Co.
MA License No. #161

SECOND HIGHEST BIDDER INFORMATION

Date of Sale: _____

Name: _____

Address: _____

Phone: _____

Amount of Bid: \$ _____

By virtue and in execution of the power of sale contained in a certain Mortgage, Security Agreement and Assignment of Leases and Rents given by Stanley E. Rosen and Courtney V. Vining to Adams Co-operative Bank (the "Lender") dated November 5, 2004 and recorded with the Berkshire Middle District Registry of Deeds in Book 3089, Page 174, 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 o'clock in the morning on May 14, 2010, on the premises in Stockbridge, Massachusetts, located at 70 Interlaken Road, Stockbridge, Massachusetts, described in said Mortgage (the "Mortgaged Premises") as follows:

Beginning at an iron pipe in the easterly line of Route 183 at the southwest corner of land of Thomas B. Wilson, thence S 81 degrees 09 minutes E 403 feet along line of land of said Wilson to an iron pipe; thence N 83 degrees 21 minutes E 50.0 feet along line of land of said Wilson to an iron pipe; thence S 49 degrees 27 minutes E 125.50 feet to an iron pipe in the northwesterly line of Lake Drive so called; thence southerly along the westerly line of said Lake Drive 300 feet, more or less, to an iron pipe at the northeast corner of land of Fries, now or formerly; thence N 85 degrees 40 minutes W 203.0 feet along the northerly line of land of Fries to land of Langer, now or formerly; thence N 26 degrees 48 minutes E 160.0 feet to the northeast corner of land of said Langer; thence N 85 degrees 40 minutes W 290.4 feet along the northerly line of said Langer to an iron pipe in the easterly line of said Route 183; thence N 26 degrees 48 minutes E 170.06 feet along the easterly line of Route 183 to the place of beginning; together with any land lying between the southeasterly line herein described and the northwesterly line of Lake Drive, so-

Beginning at an iron pipe in the easterly line of Route 183 at the southwest corner of land of Thomas B. Wilson, thence S 81 degrees 09 minutes E 403 feet along line of land of said Wilson to an iron pipe; thence N 83 degrees 21 minutes E 50.0 feet along line of land of said Wilson to an iron pipe; thence S 49 degrees 27 minutes E 125.50 feet to an iron pipe in the northwesterly line of Lake Drive so called; thence southerly along the westerly line of said Lake Drive 300 feet, more or less, to an iron pipe at the northeast corner of land of Fries, now or formerly; thence N 85 degrees 40 minutes W 203.0 feet along the northerly line of land of Fries to land of Langer, now or formerly; thence N 26 degrees 48 minutes E 160.0 feet to the northeast corner of land of said Langer; thence N 85 degrees 40 minutes W 290.4 feet along the northerly line of said Langer to an iron pipe in the easterly line of said Route 183; thence N 26 degrees 48 minutes E 170.06 feet along the easterly line of Route 183 to the place of beginning; together with any land lying between the southeasterly line herein described and the northwesterly line of Lake Drive, so-

Beginning at an iron pipe in the easterly line of Route 183 at the southwest corner of land of Thomas B. Wilson, thence S 81 degrees 09 minutes E 403 feet along line of land of said Wilson to an iron pipe; thence N 83 degrees 21 minutes E 50.0 feet along line of land of said Wilson to an iron pipe; thence S 49 degrees 27 minutes E 125.50 feet to an iron pipe in the northwesterly line of Lake Drive so called; thence southerly along the westerly line of said Lake Drive 300 feet, more or less, to an iron pipe at the northeast corner of land of Fries, now or formerly; thence N 85 degrees 40 minutes W 203.0 feet along the northerly line of land of Fries to land of Langer, now or formerly; thence N 26 degrees 48 minutes E 160.0 feet to the northeast corner of land of said Langer; thence N 85 degrees 40 minutes W 290.4 feet along the northerly line of said Langer to an iron pipe in the easterly line of said Route 183; thence N 26 degrees 48 minutes E 170.06 feet along the easterly line of Route 183 to the place of beginning; together with any land lying between the southeasterly line herein described and the northwesterly line of Lake Drive, so-

Subject further to a reservation to Thomas B. Wilson and Dorothy G. Wilson for a right to draw water for ordinary household use from the well and water system now located on the parcel herein conveyed for the benefit of that remaining property located immediately northerly of the herein described premises.

Together with the benefit of an easement for a water line running across the rear of said Wilson's remaining premises along the existing water pipe from the well located on the herein conveyed property across the house lot retained by the said Wilson et ux to the parcel of land heretofore conveyed by the said Wilson et ux to Joseph S. Slater and Garrett A. Collins, Jr. located northerly of the house lot and known as the "Redcock". The said easements for water line shall include the right to enter and repair or replace doing no unnecessary damage and the party making said necessary repairs or replacements to restore the same as nearly as possible.

EXCEPTING THEREFROM the following parcel of land conveyed to Helen S. Schichler by Joseph S. Slater and Garrett A. Collins, Jr. by deed dated September 29, 1972 and recorded in the Berkshire Middle District Registry of Deeds, more particularly bounded and described as follows:

Beginning at an iron pipe set in the northwesterly line of Lake Drive at the southerly line of land of Aaron Schechter, running thence N 40 degrees 27 minutes W 125.50 feet along the southerly line of said Schechter and land of Thomas B. Wilson to an iron pipe; running thence S 63 degrees 21 minutes W 50 feet to an iron pipe; running thence N 81 degrees 09 minutes W 75 feet to an iron pipe, the last two courses being along land of said Wilson; running thence the following four courses along other land of Joseph S. Slater and Garrett A. Collins, Jr., now or formerly: S 35 degrees 15 minutes W 110.82 feet to an iron pipe; S 49 degrees 58 minutes E 50 feet to an iron pipe; S 25 degrees 14 minutes W 102.84 feet to an iron pipe; S 65 degrees 40 minutes E 145.60 feet to an iron pipe set in the northwesterly line of Lake Drive; running thence N 37 degrees 58 minutes 30 seconds E 210.15 feet along said northwesterly line of Lake Drive to the point of place of beginning. Together with the benefit of and subject to the easement set forth in said deed to Helen S. Schichler recorded in said Registry in Book 929, Page 160.

EXHIBIT A

Subject to gas pipeline easement described in Order of Taking dated July 9, 1992 and recorded in said Registry of Deeds in Book 1366, Page 94.

Subject to and together with the obligations and rights set forth in the Water Easement Deed of BUTTERFLY II LAND CORP. dated August 2, 2004 and recorded in the Berkshire Middle District Registry of Deeds in Book 3019, Page 332.

Subject to and together with the obligations and rights set forth in the Sewer and Water Easement Deed of DESISTO SCHOOLS, INC. dated August 2, 2004 and recorded in the Berkshire Middle District Registry of Deeds, in Book 3020, Page 1.

Subject to and together with the obligations and rights set forth in the Sewer and Water Easement Deed of the grantor herein to DESISTO SCHOOLS, INC. dated November 1, 2004 and recorded in the Berkshire Middle District Registry of Deeds in Book 3089, Page 161.

Subject to and together with the obligations and rights set forth in the Sewer and Water Easement Deed of the grantor herein to DAVID W. SCHNEIDER and VIRGINIA G. SCHNEIDER dated November 1, 2004 and recorded in the Berkshire Middle District Registry of Deeds in Book 3089, Page 165.

Being the same premises conveyed to the Mortgagees herein by deed of Small World Realty Trust by deed dated November 1, 2004 and recorded in the Berkshire Middle District Registry of Deeds in Book 3089, Page 169.

Said sale shall be subject to:
1. All outstanding real estate taxes, electric, sewer and water charges, betterment assessments and other municipal levies and any pending proceedings for the enforcement of such liens;

2. Any outstanding orders of the Department of Health, or any other municipal, state or Federal agency;

3. Any existing tenants or other parties in possession; and

4. Rights, easements, restrictions, tax takings, liens, attachments and mortgages of record having priority over the foreclosed mortgage.

Terms of sale: A deposit of Ten Thousand Dollars (\$10,000) by certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by certified or bank check at Mirick, O'Connell, DeMalle & Lougee, LLP, 100 Front Street, Worcester, MA 01608 within thirty (30) days from the date of sale (the "Closing Date"). The Lender may extend the Closing Date in the Lender's sole and absolute discretion. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. In the event of an error in this publication, the description of the premises contained in said Mortgage shall control.

Other terms, if any, to be announced at the sale.

The Mortgagee reserves the right to sell the Mortgaged Premises as separate parcels.

The Mortgagee reserves the right to continue the sale from time to time by public announcement at the time and date of the original or any continued sale.

If the highest bidder fails to complete the purchase of the Mortgaged Premises on the terms provided in the notice and in the Memorandum of Sale signed following the auction, the Mortgagee reserves the right to convey the Mortgaged Premises to the second highest bidder at the auction. If the Mortgagee exercises that right it will notify the second highest bidder who will then have three (3) days to deliver the deposit specified above to the Mortgagee's attorney, Mirick, O'Connell, DeMalle & Lougee, LLP, and to agree upon a date for delivery of the deed.

ADAMS CO-OPERATIVE BANK
By Its Attorneys,
Mirick, O'Connell,
DeMalle & Lougee, LLP
100 Front Street
Worcester, MA 01608

Aaron Poinik & Co., Auctioneer
MA License No. #161
(413) 733-5238

STATE TAX
FORM 290

THE COMMONWEALTH OF MASSACHUSETTS
Town of Stockbridge
Office of the Collector of Taxes

Certificate of Municipal Liens
GEN. LAWS CHAP. 60, SEC. 23
AS AMENDED, CHAP. 250, 1987

Requested By:
MIRICK O'CONNELL
100 FRONT STREET
WORCESTER, MA 01608-1477

Certificate # 120649
Cert Date 04/15/2010

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 04/15/2010 are listed below

DESCRIPTION OF REAL ESTATE

Map/Parcel	Land	196,000	Land Area	78,408	Book	3436
101 7	Building	344,600	Cert #	0	Page	340
	Other	0	Doc #	0	Deed Date	01/18/2006
Unit	Total	540,600				
District	0					
Name of person assessed	ROSEN STANLEY E					
Location of Property	70 INTERLAKEN RD					

Interest thru 04/15/2010

Year	Description	Total Billed	Balance	Interest	Demand & Fees	Total Due	PerDiem
2010	RE H2	1,935.58	1,935.58	0.00	0.00	1,935.58	0.00
2010	RE H1	1,935.60	1,935.60	95.77	0.00	2,031.37	0.74
2009	RE	3,814.24	0.00	0.00	0.00	0.00	0.00
2008	RE	4,539.80	0.00	0.00	0.00	0.00	0.00
	Total Taxes	12,225.22	3,871.18	95.77	0.00	3,966.95	0.74
2010	Utility Bill		227.48	3.22	20.00	250.70	0.07
	Total Miscellaneous		227.48	3.22	20.00	250.70	0.07
	Property Total	12,225.22	4,098.66	98.99	20.00	4,217.65	0.81

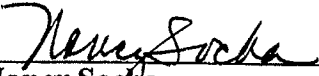
FOR CURRENT WATER/SEWER CHARGES, PLEASE CALL 298-4170 EXTENSION 253.

I have no knowledge of any other lien outstanding. All of the amounts listed are to be paid to the Collector. Improvements have been voted, with regard to which there will probably be betterments/special assessments:

RE Bill Number: 1947

Unpaid utility and other charges

PER DIEM AFTER 04/15/2010 0.81 TOTAL DUE 4,217.65


Nancy Socha

Collector of taxes for **Town of Stockbridge**
NAME OF CITY OR TOWN

Gould Title Company

Real Estate Title Services

*Larry E. Salem, Esquire
Nicole S. Trani, Esquire*

90 Front Street, Suite C202
Worcester, MA 01608
Tel: (508) 754-1871
Fax: (508) 754-7079
lsalem@gouldtitle.com

PRELIMINARY TITLE REPORT

Prepared for:

Jason J. Port, Esquire

We have examined the records as indexed in the Registries of Deeds and Probate for the County of Berkshire (Berkshire Middle District) since November 1, 2004

for the Premises described in a Quitclaim Deed

from Stanley E. Rosen

to Interlaken Investments, LLC

dated November 17, 2009 and recorded in Book 4440, Page 86.

Title appears to be in Interlaken Investments, LLC

and is free from encumbrances of record during the period examined, except:

Commercial Mortgage, Security Agreement and Assignment of Leases and Rents from Stanley E. Rosen and Courtney V. Vining to Adams Co-operative Bank for \$488,000.00, dated November 5, 2004 and recorded in Book 3089, Page 174;

Mortgage from Stanley E. Rosen and Courtney V. Vining to Adams Co-Operative Bank for \$150,000.00, dated December 22, 2005 and recorded in Book 3422, Page 315;

Tax Lien by the Commonwealth of Massachusetts vs. Stanley E. Rosen for \$61,045.19 recorded November 14, 2007 in Book 3933, Page 90;

Tax Lien by the Commonwealth of Massachusetts vs. Stanley E. Rosen for \$18,846.81 recorded November 14, 2007 in Book 3933, Page 91;

Tax Lien by the Commonwealth of Massachusetts vs. Stanley E. Rosen for \$21,499.26 recorded May 27, 2008 in Book 4059, Page 120;

Tax Lien by the Commonwealth of Massachusetts vs. Stanley E. Rosen for \$7,915.27 recorded December 15, 2008 in Book 4196, Page 93;

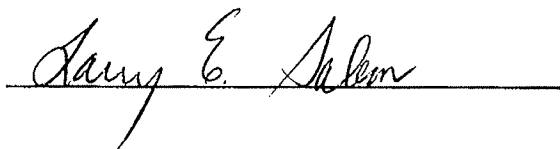
Tax Lien by the Commonwealth of Massachusetts vs. Stanley E. Rosen for \$9,320.73 recorded January 20, 2009 in Book 4212, Page 133;

Subject to and together with easements, reservations, etc. as recited in deed recorded in Book 3089, Page 169;

Tax Lien by U.S.A. vs. Stanley E. and Susan B. Rosen for \$8,059.66, dated October 29, 2009 and recorded in Book 4434, Page 227.

Note: No survey of record to establish accuracy of description.

Run Through: June 21, 2010
Reference: #10789
Location: Route 183, Interlacken Road
and Lake Drive
Stockbridge, MA

A handwritten signature in cursive script, appearing to read "Stanley E. Rosen", is written over a solid horizontal line.

*Bankruptcy indices are no longer available in the Worcester District Registry of Deeds' computer system; therefore this examination does not include possible bankruptcies.