

TABLE OF CONTENTS

BIDDER'S INFORMATIONAL PACKAGE 180-182 PEARL STREET SOMERVILLE, MASSACHUSETTS

DESCRIPTION	PAGE #
MORTGAGEE'S SALE OF REAL ESTATE	1-2
MEMORANDUM OF SALE	3-8
MUNICIPAL LIEN CERTIFICATE	9

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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 Vincent DePalo, Trustee of the 180-182 Pearl Street Realty Trust to TD Banknorth, N.A., dated December 14, 2006 and recorded with the Middlesex Southern County Registry of Deeds in Book 48673, Page 380, 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 a.m. on the 25th day of August, 2010, at the mortgaged premises described below, being known as 182-182 Pearl Street, Somerville, Massachusetts, all and singular the premises described in said mortgage, to wit:

A certain parcel of land with the buildings thereon, situated on the southerly side of Pearl Street and the westerly side of Aldrich Street in the City of Somerville, Middlesex County, Commonwealth of Massachusetts, and being shown on a plan entitled: "Plan of Land in SOMERVILLE, MASS.," dated June 7, 1978, drawn by Everett M. Brooks Co., Civil Eng'rs., recorded in the Middlesex County Registry of Deeds, said parcel being further described, according to said plan, as follows:

BEGINNING at a point in the southerly sideline of said Pearl Street and at the northwesterly corner of said parcel herein described,

THENCE turning and running S. 67° 32' 36" E. by said Pearl Street, fifty and 00/100 (50.00) feet to a point at the intersection of said Pearl Street and said Aldrich Street;

THENCE turning and running S. 22° 40' 04" W. by said Aldrich Street one and 68/100 (1.068) feet to a point in the westerly sideline of said Aldrich Street;

THENCE turning and running by said Aldrich Street on a curve to the right with a radius of 54.29 feet, a distance of fifty-eight and 10/100 (58.10) feet to a point in the westerly sideline of said Aldrich Street;

THENCE turning and running S. 14° 22' 03" W. by said Aldrich Street, thirty one and 03/100 (31.03) feet to a point;

THENCE turning and running N. 67° 39' 46" W. by land now or formerly of Adams and partly by land now or formerly of Thayer, thirty nine and 29/100 (39.29) feet;

THENCE turning and running N. 67° 28' 57" W. partly by land now or formerly of said Thayer and partly by land now or formerly of Scanlan, forty nine and 73/100 (49.73) feet to a point;

THENCE turning and running N. 22° 27' 24" E. by land now or formerly of King along a chain link fence, seventy five and 00/100 (75.00) feet to the point of beginning.

Containing 5,917 square feet of land, more or less, according to said plan.

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.

Said premises will be sold subject to and with the benefit of all restrictions, easements, improvements, outstanding tax titles, mortgages, liens, rights of tenants and parties in possession, unpaid taxes, municipal liens and other public taxes, assessments or liens, having priority over the mortgage described herein, if any.

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 the amount of the required deposit as set forth herein within three (3) business days after written notice of default of the previous highest bidder and title shall be conveyed to said second highest bidder within twenty (20) days of said written notice.

TERMS OF SALE: : Twenty-Five Thousand Dollars (\$25,000.00) will be required to be bid and be paid in cash or by certified check at the time and place of sale as earnest money. An additional deposit necessary to bring the total deposit to ten percent (10%) of the winning bid shall be paid within five (5) business days of the sale. The balance is to be paid in cash or by certified check within forty five (45) days of the date of the sale at the offices of Grassia, Murphy & Lupan, P.A., 5 Commonwealth Road, Natick, Massachusetts 01760. The description of the premises contained in said mortgage shall control in the event of any typographical error in this publication.

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

TD BANK, N.A.
Present holder of said mortgage,
By its attorney,

Michael J. Murphy
Grassia, Murphy & Lupan, P.A.
5 Commonwealth Road
Natick, MA 01760
Tel: (508) 650-9252

MEMORANDUM OF SALE

This Memorandum of Sale is made this 19th day of October, 2010, by and among TD Bank, N.A., whose principal address is 370 Main Street, Worcester, Massachusetts ("Seller"); Aaron Posnik Auctioneers ("Auctioneer") and _____ ("Buyer").

1. MORTGAGEE'S SALE AT PUBLIC AUCTION

Pursuant to a public auction duly advertised for 11:00 a.m. on August 25, 2010, on July 29, 2010, August 5, 2010 and August 12, 2010, and continued by public proclamation on that date to 11:00 a.m. on October 19, 2010, in exercise of the Power of Sale contained in a Mortgage and Security Agreement from Vincent DePalo, Trustee of the 180-182 Pearl Street Realty Trust to TD Banknorth, N.A. dated December 14, 2006 and recorded with the Middlesex County (Southern District) Registry of Deeds in Book 48673, Page 380, the Buyer as the highest bidder agrees to purchase the real and personal property described below ("Property") in accordance with the terms hereof.

2. DESCRIPTION OF THE PROPERTY

A certain parcel of land with the buildings thereon, situated on the southerly side of Pearl Street and the westerly side of Aldrich Street in the City of Somerville, Middlesex County, Commonwealth of Massachusetts, and being shown on a plan entitled: "Plan of Land in SOMERVILLE, MASS.", dated June 7, 1978, drawn by Everett M. Brooks Co., Civil Eng'rs., recorded in the Middlesex County Registry of Deeds, said parcel being further described, according to said plan, as follows:

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Containing 5,917 square feet of land, more or less, according to said plan.

3. TRANSFER OF THE PROPERTY

The Property shall be conveyed by the usual mortgagee's deed under the statutory power of sale. The personal property, if any, shall be transferred by a Bill of Sale, without covenants, which shall transfer the right, title and interest in and to all the personal property located at 180-182 Pearl Street, which is subject to the Seller's security interest pursuant to the Mortgage and Security Agreement described above.

The property shall be conveyed and transferred subject to any outstanding tenancies and/or leases, rights of parties in possession, tax title, prior liens and encumbrances having seniority over the mortgage being foreclosed, municipal taxes and assessments, outstanding water or sewer bills or liens, the provisions of applicable state and local laws, including building codes, zoning ordinances and G.L. c. 21E.

The total bid price will be set forth as the consideration in the deed to the Property.

4. PRICE AND DEPOSIT

The bid price for which the Property has been sold to the Buyer is _____ Dollars (\$ _____) of which Twenty Five Thousand Dollars (\$25,000.00) has been paid this day in accordance with the terms of the mortgagee's notice of sale. An additional deposit necessary to bring the total deposit to ten percent (10%) of the winning bid shall be paid within five (5) business days of the sale. The balance of the bid price is to be paid by certified check or bank check at the time of the delivery of the deed. The Seller shall be entitled to any interest earned on the deposit and the amount to be paid by the Buyer shall not be adjusted to reflect any interest earned on the deposit.

5. CLOSING

The deed and associated papers shall be delivered and the balance of the consideration paid at the office of Grassia, Murphy & Lupan, P.A., 5 Commonwealth Road, Natick, Massachusetts on or before ten o'clock (10:00 a.m.) on the forty-fifth day following the date hereof, or such other time and place as may be mutually agreed upon by the Seller and the Buyer ("Closing").

6. TITLE

In the event the Seller cannot convey title to the Property as stipulated, the deposit, and if applicable, the balance of the purchase price, shall be refunded and all rights hereunder shall cease, and the Buyer shall have no recourse against the Seller, or its employees, agents and representatives, whether at law or in equity; provided, however, that Buyer shall have the election to accept such title as the Seller can deliver to the

Property in its then condition and to pay therefor the purchase price without deduction, in which event the Seller shall convey such title.

7. RISK OF LOSS

Buyer shall maintain casualty insurance covering the Property from and after the date hereof in a reasonable amount as determined in the sole discretion of the Buyer. If the Property is damaged by fire or other casualty prior to the closing, Buyer shall accept a deed to the Property and pay the full balance of the bid price.

8. ACCEPTANCE OF DEED

The acceptance of a deed to the Property by the Buyer or Buyer's nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed or arising out of said public auction on the part of the Seller to be performed or observed.

9. CONDITION OF THE PREMISES

The Property shall be conveyed in "as-is" condition, subject to the present manner of use and occupancy of the Property. The Buyer acknowledges that Buyer has not been influenced to enter this transaction by, nor has it relied upon, any warranties or representations of the Seller or the Auctioneer not set forth or incorporated in this Memorandum.

10. BUYER'S DEFAULT; DAMAGES

If the Buyer shall fail to fulfill the Buyer's agreements herein, all deposits made hereunder by the Buyer shall be retained by the Seller and the Buyer shall reimburse the Seller for all costs and expenses incurred by the Seller, in excess of the amount of the deposit, due to the Buyer's default, including the costs and expenses of subsequent sales

of the Property or any portion thereof and attorneys' and auctioneers' fees in connection therewith. The Seller shall also be free to sell the Property to the second highest bidder at the public auction in accordance with the terms announced at the public auction.

11. DEED STAMPS AND RECORDING FEES

Buyer shall pay for and cancel for the benefit of the Seller the excise tax stamps required to be affixed to the foreclosure deed by the law of the Commonwealth of Massachusetts. The Buyer shall pay all recording fees in connection with the transfer of the Property.

12. CONSTRUCTION OF AGREEMENT

This instrument, executed in triplicate, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inured to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the Seller and the Buyer. If two or more persons are named herein as Buyer, their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this memorandum or to be used in determining the intent of the parties to it.

IN WITNESS WHEREOF, the parties have executed this Memorandum as a sealed instrument as of the date first written above.

TD BANK, N.A.

By _____
Diane Whitten, Vice President

AARON POSNIK AUCTIONEERS

By _____
Paul Scheer

Buyer

THE COMMONWEALTH OF MASSACHUSETTS
CITY OF SOMERVILLE
OFFICE OF THE COLLECTOR OF TAXES

CERTIFICATE OF MUNICIPAL LIENS
 GENERAL LAWS, CHAPTER 60,
 SECTION 23 AS AMENDED

CERTIFICATE #: 152712
 CERTIFICATE DATE: July 19, 2010

I hereby certify from available information that hereinafter listed are all taxes, assessments, water rates and charges, which on the above date constitute liens on the parcel of real estate specified in your application dated July 16, 2010. The amounts now payable on account of such real estate so far as they are fixed and ascertained are itemized below. Any amount not ascertainable is so stated.

Grassia, Murphy & Lupan, Attorney
 5 Commonwealth Rd.
 Natick, MA 01760

Property Description:
 Location: 182 PEARL ST
 Parcel: Map:079-B Lot:008 Unit:
 Area: 5,931
 Value: 0
 Class Code:334-GASOLINE SERVICE STATION
 Additional Lots:9

Assessed to:
 DEPALO VINCENT TRSTEE
 180-182 PEARL STREET REALTY TR
 182 PEARL ST
 SOMERVILLE MA 02145

Account Numbers:
 RE Account: 89000189
 W/S Account 1: 105112001
 W/S Account 2: N/A
 W/S Account 3: N/A
 W/S Account 4: N/A
 W/S Account 5: N/A
 W/S Account 6: N/A
 Prior Account: N/A

FY 2011
 Real Estate Taxes: 6,153.31
 Preliminary (1st & 2nd Qtr)

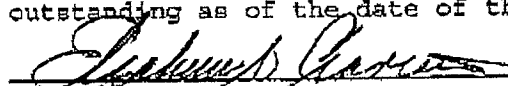
	FY 2011 1st Qtr 08/02/2010	FY 2011 2nd Qtr Date N/A	FY 2011 3rd Qtr Date N/A	FY 2011 4th Qtr Date N/A	FY 2010	FY 89-09 Prior Yrs Tax Total	FY 01-10 Tax Title
Taxes Due	3,076.66	3,076.65	N/A	N/A	0.00	0.00	32,691.51
Interest	0.00	0.00	N/A	N/A	0.00	0.00	6,621.24
Fees/Demands					0.00	0.00	195.00
Settlements/Liens			N/A		0.00	0.00	
Total Due	3,076.66	3,076.65	N/A	N/A	0.00	0.00	39,507.75

Outstanding water & sewer balance: \$ 258.15 (W/S ACCT 105112001)
 Total Amount Due: \$ 45,919.21

Massachusetts General Laws (Chapter 59, section 57 and 69; Chapter 60, sections 62 and 63 and 68) fix the interest rates for delinquent water and sewer accounts. Real Estate interest charges on this certificate are computed through the date of this certificate. Real Estate and Water and Sewer balances are current as of certificate date. Please call the Water Department at (617) 625-6600 x5850 for a final reading.

I have no knowledge of any other liens outstanding as of the date of this certificate.

Collector of Taxes, City of Somerville


 ELIZABETH A. CRAFFERO, Treasurer and Collector