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BIDDER'S INFORMATIONAL PACKAGE 317-327 BEAVER STREET NORTH ADAMS, 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 Bruce P. Jones and Catherine A. Jones to Pinnacle Commercial Mortgage, LLC dated August 4, 2006 and recorded with the Northern Berkshire District Registry of Deeds, Book 1259, Page 261, of which mortgage the undersigned U.S. Bank National Association, a National Banking Association, is the present holder by assignment dated December 1, 2009 recorded in the Northern Berkshire District Registry of Deeds, Book 1395, Page 968, 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 A.M. on the 21st day of December, 2010 on the mortgaged premises located at 317-327 Beaver Street, North Adams, Massachusetts, all and singular the premises described in said mortgage,

To wit:

The following described real estate situate in the County of Berkshire, State of Massachusetts:

Beginning at a point marked by an iron pipe on the northwesterly side of Beaver Street at the intersection of a corner of Lot #5 with the corner of Lot #4 as shown on a certain plat made by W.N. Tuller, C.E., dated July 3, 1930 entitled, "Revised Plan of Lots for Beaver Mills, North Adams, Mass.", (filed with the Northern Berkshire Registry of Deeds as Plan #69, Drawer 4) and running thence in a northeasterly direction along the said northwesterly side of Beaver Street, 162.25 feet more or less to a point marked by an iron pipe;

Thence in a northwesterly direction and at right angles to the northwesterly side of Beaver Street, 168 feet more or less to a point in the center line of the north branch of the Hoosic River;

Thence in a southwesterly direction along the center line of the north branch of the Hoosic River 157 feet more or less to a point in said line;

Thence in a southeasterly direction 132 feet more or less to a point marked by an iron pipe;

Thence in a southwesterly direction and at right angles to the course last above described 10 feet more or less to a point marked by an iron pipe;

Thence in a southeasterly direction and at right angles to the course last above described 85 feet more or less to the point and place of beginning. Being Lot #5 as shown on the above mentioned plat.

Address: 317-327 Beaver St., N. Adams, MA 01247. Tax Map or Parcel ID No.: 64-4.

For Mortgagor's title see Book 965, Page 873.

Said premises shall also be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, improvements, covenants, outstanding taxes, tax titles and tax liens, water and sewer liens, municipal and other public taxes, assessments, liens or claims in the nature of liens and existing encumbrances of record created prior to the mortgage, if there are any, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the mortgage.

Said premises shall also be sold and conveyed subject to all leases and tenancies having priority over said mortgage, to tenancies or occupations by persons on the premises now or at the time of the said auction which tenancies or occupations are subject to said mortgage, to rights or claims in personal property installed by tenants or former tenants now located on the premises, and also to all laws and ordinances including, but not limited to, all building and zoning laws and ordinances.

No representations, express or implied, are made with respect to any matter concerning the premises, which will be sold "as is".

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.

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 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, Bulkley, Richardson and Gelinas, LLP, 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 seven (7) days of said written notice upon payment of the balance of the second highest bid amount.

Terms of Sale

A deposit of Five Thousand and 00/100 Dollars (\$5,000.00) will be required to be paid by certified check or bank check by the purchaser at the time and place of sale. The deed shall be delivered upon payment of the balance of the consideration by the purchaser in cash, certified check or bank check within thirty (30) days of the sale at the offices of Bulkley, Richardson and Gelinas, LLP, 1500 Main Street, Springfield, Massachusetts 01115. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

Other terms to be announced at the sale.

Present Holder of Said Mortgage:

U.S. Bank National Association,
a National Banking Association

By its Attorneys,

By: _____
Daniel M. Rothschild, Esq.
Bulkley, Richardson and Gelinias, LLP
1500 Main Street, P.O. Box 15507
Springfield, MA 01115-5507
(413)781-1202

MEMORANDUM OF MORTGAGEE'S SALE OF REAL ESTATE

Sale Date: December 21, 2010

Property: 317-327 Beaver Street, North Adams, MA

Mortgagor: Bruce P. Jones and Catherine A. Jones

Mortgagee: U.S. Bank National Association, by Assignment

Mortgage: Northern Berkshire District Registry of Deeds Book 1259, Page 261

The Buyer, or its nominee, acknowledges purchase at public auction from the Auctioneer, on behalf of the Mortgagee, of the real estate known as 317-327 Beaver Street, North Adams, MA described in the Mortgagee's Sale of Real Estate published in The Transcript, subject to the terms and conditions of that Notice, and to the Additional Terms and Conditions of Foreclosure Sale announced by the Auctioneer, which are incorporated herein by reference, for a bid of \$ _____ . The Buyer may assign its bid to a nominee following the sale, provided the Mortgagee is first given written notice of the assignment. The nominee shall be bound by the terms of the sale documentation, as if its signature was originally set forth thereon.

The Buyer acknowledges that the Auctioneer read the Mortgagee's Sale of Real Estate and the Announcement of Other Terms and Conditions. The Buyer understood the terms of these documents, acknowledges that the sale was conducted in accordance with same, and agrees, for itself and its nominee, to be bound by the terms of same.

The Auctioneer accepts the bid of the Buyer as the highest bid at the sale, and acknowledges receipt of a deposit from the Buyer of Five Thousand and 00/100 (\$5,000.00) Dollars, which shall be forfeited to the Mortgagee in the event the Buyer fails to comply with the terms of sale. In the event the deposit is forfeited, the Mortgagee shall not be required to apply the deposit to the outstanding debt and shall be free to use same as it sees fit, and any such use shall not release the Buyer from its obligations under this Agreement, the Mortgagee reserving the right to pursue and/or cease to pursue any and all remedies, at law or in equity, for the Buyer's default under this Agreement. In the event the Mortgagee is unable or prohibited as a matter of law from completing the sale to the Buyer, the damages of the Buyer shall be limited to the return of the deposit, together with any additional sums that may have been paid to the Mortgagee by the Buyer towards the purchase price.

The Buyer agrees to pay the balance of the purchase price to the Mortgagee in cash, cashier's check, certified check or bank wire within thirty (30) days from the date of this Agreement, at the office of the Mortgagee's counsel, Daniel M. Rothschild, Bulkley, Richardson and Gelinis, LLP, 1500 Main Street, Suite 2700, Springfield, MA 01115. Title will be transferred to the Buyer by a Massachusetts form foreclosure deed under statutory power of sale in accordance with the terms and conditions of this Agreement. The sale proceeds shall then be

delivered to the Mortgagee. The acceptance of the deed by the Buyer shall be deemed to be a full performance and discharge of each and every obligation of the Mortgagee under this and the other sale documentation.

The Buyer acknowledges that it has performed its own due diligence with respect to its purchase of the Property, that it has made such inspection of the Property as is desired, and the Property is sold "As Is" and "Where Is", and without any representations or warranties of the Mortgagee regarding the condition of the Property; compliance of the Property with applicable state or local building and housing codes, regulations, by-laws or ordinances; zoning or planning board regulations or ordinances; state of title; outstanding charges for water and sewer or other utilities; and/or compliance with federal, state or local environmental laws and regulations. Furthermore, the Buyer acknowledges that the Property is sold subject to and with the benefit of all restrictions, easements, improvements, existing tenancies or parties in possession, 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 or to which the Mortgage has of record been subordinated, and further, that the Property is sold subject to the rights of tenants and persons in possession.

The Buyer acknowledges that if the title to the Property is affected by the existence of a Federal Tax Lien, the Buyer has been so informed, and further, the Buyer has been informed of the right of the Internal Revenue Service to redeem the Property from the Buyer for a period of 120 days from the sale date for the amount bid by the Buyer for the Property.

The Buyer acknowledges that if the sewerage system servicing the Property is a private on-site system, it shall be required to conduct an inspection of the system as required by the provisions of Title V of the State Environmental Code, 310 CMR Sections 15.300 through 15.305. The Buyer further acknowledges that it has been advised by the Mortgagee of its obligation to inspect, and if necessary upgrade, the sewerage system, within six (6) months from the execution of this Memorandum, and the Mortgagee shall not be responsible for any of the costs incurred by the Buyer that may be associated with any such inspection or upgrade.

The Buyer shall pay its own closing costs, title examination costs, recording costs, and the Massachusetts excise tax stamps and necessary to complete this transaction. The Buyer acknowledges that the Mortgagee shall not be required to provide it with a smoke detector or carbon monoxide certificate under M.G.L. c 148, §§ 26E, 26F and 26F 1/2. The Buyer also acknowledges that, in the event the Property foreclosed is a residence constructed prior to 1978, the Mortgagee provided it with the disclosures required by 105 CMR 460.720 (B), and the Buyer understands that it will not have an opportunity to inspect the Property for the presence of lead as provided by 105 CMR 460.720 (C)(2).

The Buyer acknowledges that it may be unable to obtain title insurance for the Property without the so-called "creditors' rights exception" if the Buyer's title insurance company concludes that the purchase price is not sufficient. The Buyer acknowledges that the Mortgagee

shall have no obligation to cause the title insurance company to remove the "creditors' rights exception" from the Buyer's title insurance policy, nor shall the Mortgagee be required to provide the Buyer with its appraisal of the Property, if any, and that the Buyer shall be required to complete its purchase of the Property even if the Buyer's title insurance company refuses to issue an insurance policy without the "creditors' rights exception".

The Buyer acknowledges that as the Mortgagee has never lived in the Property it will not be required to execute and deliver any affidavits or documents dealing with the absence of mechanic's or materialmen's liens, persons in possession, Urea Formaldehyde Foam Insulation, or other affidavits or documents addressing the condition of the Property or of persons in possession thereof, nor shall the Mortgagee be required to execute and deliver affidavits or documents concerning the underlying financial terms of the transaction, or the payment of municipal liens. If the Mortgagee elects to execute or deliver any such affidavits or documents, it will in each case affix thereto the notation "to the best of the Mortgagee's knowledge, information or belief, but without representation or warranty as to the matters set forth herein." Furthermore, the Mortgagee will not be required to execute and deliver any document providing for post-closing adjustments between the parties, said adjustments, if any, to be made at the Mortgagee's sole election.

The Buyer acknowledges that it has not been influenced by the Mortgagee to enter into this transaction nor has it relied upon any representations or warranties of the Mortgagee or any other party, expressed or implied, not set forth in this Agreement, in the Mortgagee's Sale of Real Estate, or in the Announcement of Other Terms and Conditions of Foreclosure Sale. Furthermore, the Buyer acknowledges that any promotional advertising done by the Mortgagee in anticipation of the sale was based upon information available to the Mortgagee from public sources, that the Mortgagee makes no representation or warranty as to the accuracy or completeness of said information, and the Buyer accepts said Property in its "as is" condition, notwithstanding the contents of any such advertising.

From the date of execution of this Agreement until the delivery and recording of the foreclosure deed, the Buyer shall indemnify, defend and hold the Mortgagee harmless for any loss or liability incurred while the Mortgagee is in possession of the Property. The Buyer is advised to obtain insurance coverage for the Property if it deems such coverage appropriate.

No personal property of any nature is included in this sale, unless specified herein to the contrary.

Time is of the essence to this Agreement.

Executed as a sealed instrument on December 21, 2010.

Buyer:

Signature

Name (print)

Signature

Name (print)

Address

Telephone No.

Mortgagee:
U.S. Bank National Association

Daniel M. Rothschild, Esq.
Bulkley, Richardson and Gelinas, LLP
1500 Main St., Ste. 2700
P.O. Box 15507
Springfield, MA 01115-5507
(413)781-2820

Auctioneer

ANNOUNCEMENT OF OTHER TERMS AND CONDITIONS OF FORECLOSURE SALE
AT PUBLIC AUCTION OF THE PREMISES DESCRIBED IN A MORTGAGE GIVEN BY
BRUCE P. JONES AND CATHERINE A. JONES TO PINNACLE COMMERCIAL
MORTGAGE, LLC OF THE PREMISES DESCRIBED IN SAID MORTGAGE AND KNOWN
AS 317-327 BEAVER STREET, NORTH ADAMS, MA

You have heard the reading of the Mortgagee's Sale of Real Estate.

This real estate is being sold at public auction for the purpose of foreclosing the mortgage given by Bruce P. Jones and Catherine A. Jones to Pinnacle Commercial Mortgage, LLC and now held by U.S. Bank National Association by assignment, as specified in the Mortgagee's Sale of Real Estate, and will be sold to the highest bidder who complies with the terms of that notice and of this Announcement, and makes the required deposit of Five Thousand and 00/100 (\$5,000.00) Dollars, and signs the Memorandum of Mortgagee's Sale of Real Estate. This Announcement, the Mortgagee's Sale of Real Estate, and the Memorandum of Mortgagee's Sale of Real Estate are referred to throughout this announcement as the "Sale Documents".

The property described in the mortgage is being sold:

1. Subject to any facts that would be disclosed by an accurate survey of the property.
2. Subject to any facts disclosed by an environmental survey of the property pursuant to Massachusetts General Laws Chapter 21E, and to all laws, rules and regulations relating to environmental matters and hazardous waste material.
3. Subject to all pertinent state or municipal rules, regulations, codes and bylaws applicable to the property.
4. Subject to the rights of tenants and of persons in possession.
5. Subject to and together with the benefit of restrictions, easements and improvements affecting the property.
6. Subject to and with the benefit of all restrictions, rights of way, easements, riparian rights and rights of flowage of record to the extent the same are in force and applicable, 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 and having preference over the mortgage, if any.

We have obtained a Municipal Lien Certificate from the City of North Adams dated December 1, 2010 that states the following information: Outstanding taxes, demand fees and accrued interest through the date of the Municipal Lien Certificate of \$2,032.48, plus outstanding water and sewer charges of \$1,382.75, for total charges reflected on the Lien Certificate of \$3,415.23.

There may be additional taxes, water and sewer charges due, plus interest and charges on this amount as of the day of closing. Neither the Mortgagee nor the Auctioneer make any warranty or representation as to the accuracy or completeness of this tax, water and sewer information, and the payment of the amount recited and any additional charges will be the sole responsibility of the high bidder. The Municipal Lien Certificate is available for inspection at this time.

The high bidder will be responsible for all recording costs, for the cost of Massachusetts excise tax stamps, and for all of its closing costs. Title to the property will be conveyed by Foreclosure Deed under statutory power of sale, subject to all matters of record and matters specified in the Sale Documents.

This sale is subject to any Bankruptcy petition previously filed by the Mortgagor and still in effect. We are aware of no such petition filed by the Mortgagor.

If the property is occupied, the high bidder shall be responsible for obtaining occupancy after the sale.

The property is being sold in "As Is" condition and as presently occupied, and the high bidder has made such inspection of the property as desired, and the property is acceptable in its "As Is" condition. The Mortgagee makes no representations or warranties as to the following matters: the condition of the property; compliance of the property with applicable state or local building and housing codes, regulations or ordinances; zoning or planning board regulations or ordinances; state of title; outstanding charges for water and sewer or other utilities; compliance with federal, state or local environmental, health and safety laws and regulations; and the amount owed to the holder of a senior mortgage, if any.

The Mortgagee may bid at the sale through its authorized agent, who will not be required to pay the deposit specified in the Mortgagee's Sale of Real Estate. The sale shall not be complete until the high bidder has paid the required deposit and signed the Sale Documents where necessary.

The high bidder shall forfeit its deposit if it defaults in its purchase of the property according to the terms of the Sale Documents. The Mortgagee may then, at its option, sell the property to the second high bidder, provided that the second high bidder pays the required deposit to the Mortgagee's attorney within three (3) business days of being notified in writing of the default of the high bidder. The second high bidder shall then be required to complete its purchase of the property within thirty (30) days of the date of the notice, and in accordance with the terms of the Sale Documents. In the event that both the high bidder and the second high bidder default in their purchase of the property according to the terms of the Sale Documents, or should either party fail to close on the property for any reason, the Mortgagee may then, at its option, acquire title to the Property for the amount bid by the second high bidder.

All bidders should take into consideration that this sale is subject to all of the foregoing, and that time is of the essence of this Announcement and of each and every term of the Sale Documents.

Executed as a sealed instrument on December 21, 2010.

BUYER/HIGH BIDDER

Signature

Name (print)

Signature

Name (print)

Address

Telephone No.

AUCTIONEER

U.S. Bank National Association
By its Attorneys

Daniel M. Rothschild, Esq.
Bulkley, Richardson and Gelinas, LLP
1500 Main Street, Suite 2700
Springfield, MA 01115
413-781-2820

MUNICIPAL LIEN CERTIFICATE
 Certificate Number 4615

Id: 076 64-0-4

Location: 317 -327 BEAVER ST

Requestor:
 BULKEY, RICHARDSON & GELIN
 1500 MAIN ST
 PO BOX 15507
 SPRINGFIELD MA
 01115-5507

Assessed Owner:
 JONES BRUCE P + CATHERINE A

Current Status:
 Acres: .63
 Land Valuation: 35,600
 Building Valuation: 166,800
 Exemptions:
 Taxable Valuation: 202400.00
 Book: 965 Page: 873

Interest Date: 12/01/2010

Year	Type	Due Date	Billed Principal	Due Int/Fees	Tot Now Due
2000	REAL-RES		1,513.95	0.00	0.00
	Total 2000		1,513.95	0.00	0.00
2001	REAL-RES		1,684.40	0.00	0.00
	Total 2001		1,684.40	0.00	0.00
2002	PRELIM REA		863.26	0.00	0.00
2002	REAL-RES		1,019.70	0.00	0.00
	Total 2002		1,882.96	0.00	0.00
2003	PRELIM REA		965.02	0.00	0.00
2003	REAL-RES		965.25	0.00	0.00
	Total 2003		1,930.27	0.00	0.00
2004	PRELIM REA		989.26	0.00	0.00
2004	REAL-RES		800.88	0.00	0.00
	Total 2004		1,790.14	0.00	0.00

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MUNICIPAL LIEN CERTIFICATE
 Certificate Number 4615

Id: 076 64-0-4

Location: 317 -327 BEAVER ST

Requestor:
 BULKEY,RICHARDSON & GELIN
 1500 MAIN ST
 PO BOX 15507
 SPRINGFIELD MA
 01115-5507

Assessed Owner:
 JONES BRUCE P I CATHERINE A

Current Status:
 Acres: .63
 Land Valuation: 35,600
 Building Valuation: 166,800
 Exemptions:
 Taxable Valuation: 202400.00
 Book: 965 Page: 873

Interest Date: 12/01/2010

Year Type	Due Date	Billed Principal	Due Int/Fees	Tot Now Due
2005 PRELIM REA		921.92	0.00	0.00
2005 REAL-RES		836.54	0.00	0.00
Total 2005		1,758.46	0.00	0.00
2006 PRELIM REA		901.21	0.00	0.00
2006 REAL-RES		901.40	0.00	0.00
Total 2006		1,802.61	0.00	0.00
2007 PRELIM REA		923.84	0.00	0.00
2007 REAL-RES		1,167.49	0.00	0.00
Total 2007		2,091.33	0.00	0.00
2008 PRELIM REA		1,071.81	0.00	0.00
2008 REAL-RES		1,236.34	0.00	0.00
Total 2008		2,308.15	0.00	0.00
2009 PRELIM REA		1,182.93	0.00	0.00

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MUNICIPAL LIEN CERTIFICATE
 Certificate Number 4615

Id: 076 64-0-4

Location: 317 -327 BEAVER ST

Requestor:
 BULKEY,RICHARDSON & GELIN
 1500 MAIN ST
 PO BOX 15507
 SPRINGFIELD MA
 01115-5507

Assessed Owner:
 JONES BRUCE P + CATHERINE A

Current Status:
 Acres: .63
 Land Valuation: 35,600
 Building Valuation: 166,800
 Exemptions:
 Taxable Valuation: 202400.00
 Book: 965 Page: 873

Interest Date: 12/01/2010

Year Type	Due Date	Billed Principal	Due Int/Fees	Tot Now Due
2009 REAL-RES		1,204.74	0.00	0.00
Total 2009		2,387.67	0.00	0.00
2010 PRELIM REA		1,223.68	0.00	0.00
2010 REAL-RES		1,294.18	647.09	647.09
2010 DEMAND FEE		0.00	0.00	5.00
2010 INTEREST		0.00	0.00	52.62
Total 2010		2,517.86	647.09	704.71
2011 PRELIM REA 01	08/02/2010	645.20	645.20	0.00
2011 INTEREST 01	08/02/2010	0.00	0.00	29.95
2011 PRELIM REA 02	11/01/2010	645.20	645.20	0.00
2011 INTEREST 02	11/01/2010	0.00	0.00	7.42
Total 2011		1,290.40	1,290.40	37.37
Grand Totals		22,958.20	1,937.49	94.99

Water/Sewer Acct: CHARGES TO 11/15/10 Water Due Sewer Due
 \$1273.97 DUE \$108.78 DUE

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 November 22,2010 are listed.

All of the amounts listed above are to be paid to the Collector. I have no knowledge of any other outstanding amount that constitutes a lien.


 DORIS BURDICK

FOR THE CITY OF NORTH ADAMS
 THIS FORM APPROVED BY COMMISSIONER OF
 REVENUE