

## BIDDER'S INFORMATIONAL PACKAGE

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### Table of Contents

1. Mortgagee's Sale of Real Estate
2. Auctioneer's Memorandum Of Sale At Public Auction
3. Additional Terms and Conditions
4. Municipal Lien Certificate

## MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Dennis R. Orsi to Banknorth, N.A. dated May 7, 2002 and recorded with the Berkshire County Southern District Registry of Deeds in Book 1320, Page 23, as affected by modification agreements recorded with the aforesaid Registry of Deeds in Book 1406, Page 9, Book 1760, Page 27, and Book 1840, Page 200 (said mortgage, as so affected, being hereinafter referred to as the "Mortgage"), of which Mortgage the undersigned (the "Mortgage Holder") 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 p.m. on May 3, 2011 at the mortgaged premises, being known as 200 Main Road, Monterey, Massachusetts, all and singular the premises described in said Mortgage (the "Premises"), to wit:

"That certain piece or parcel of land situated on the easterly side of Blue Hill Road and the southerly side of Route 23 in Monterey, Berkshire County, Massachusetts, bounded and described:

Beginning at an iron pipe set in the approximate southerly sideline of said Route 23 Roadway, said point being the northeast corner of the parcel herein described and also being the northwest corner of land of Cummings, now or formerly.

Running thence south 3° 10' 05" west a distance of 208.62 feet along land of Cummings, now or formerly, to an iron pipe found;

Running thence south 80° 31' 20" east a distance of 446.01 feet along land of Cummings, now or formerly, to an iron rod found;

Running thence south 1° 03' 03" east a distance of 131.00 feet along land of Polesak, now or formerly, to an iron pipe set, said pipe being the northeast corner of other land of the Grantor;

Running thence north 77° 26' 51" west a distance of 373.61 feet along other land of the Grantor to a wood fence post found;

Running thence north 81° 23' 30" west a distance of 350.05 feet along other land of the Grantor to an iron pipe set in the approximate easterly sideline of Blue Hill Road;

Running thence north 6° 44' 40" east a distance of 185.03 feet along the approximate easterly sideline of Blue Hill Road to a bound point computed, said point being in the 1977 State Highway Layout;

Running thence north 6° 44' 40" east a distance of 85.68 feet along the easterly line of Blue Hill Road 1977 State Highway Layout to a bound found;

Running thence by a curve to the right, having a radius of 25.00 feet and a distance of 37.69 feet along the easterly line of Blue Hill Road to a bound found, said bound being in the southerly line of Route 23 1977 State Highway Layout;

Running thence south 86° 59' 10" east a distance of 137.14 feet along the southerly line of Route 23 1977 State Highway Layout to a bound found, said bound being the southeast corner of the 1977 State Highway Layout;

Running thence south 86° 56' 45" east a distance of 85.20 feet along the approximate southerly sideline of Route 23 to the place of beginning, containing 3.004 acres of land.

Meaning and intending to convey, and hereby conveying the same premises shown on a plan of

land herein described, prepared from a 1986 field survey by Kelly, Granger, Parsons & Associates, Inc., of Great Barrington, Massachusetts, recorded in the Southern Berkshire Registry of Deeds in Map Plat File C-51.

Meaning and intending to convey, and hereby conveying a portion of the premises as were conveyed to Paul H. Straher and Florence Straher by deed of Felix LeMoyne et ux dated July 6, 1961 and recorded in the Southern Berkshire Registry of Deeds in Book 331, Page 116."

The Premises will be sold subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, outstanding tax titles, rights of tenants and parties in possession, unpaid taxes, municipal liens and other public taxes, assessments or liens and existing encumbrances having priority over the Mortgage, if any.

TERMS OF SALE: A deposit of Ten Thousand Dollars (\$10,000) will be required to be paid in cash or by certified or bank check by the successful bidder at the time and place of the sale. An additional deposit amount will be required to be paid by certified or bank check by the successful bidder within five (5) business days from the date of the sale in an amount that increases the total deposit to not less than ten percent (10%) of the successful bid amount. The balance of the successful bid amount is to be paid by certified or bank check within thirty (30) days from the date of the sale, and the deed for the Premises shall be delivered contemporaneously with such payment.

The Mortgage Holder reserves the right to postpone or adjourn this sale to a later time or date by public proclamation at the time and date appointed for the sale and to further postpone or adjourn any postponed or adjourned sale by public proclamation at the time and date appointed for the postponed or adjourned sale.

The successful bidder at the sale will be required to sign a Memorandum of Sale containing the above terms, and other announced terms, at the sale.

The description for the Premises contained in the Mortgage shall control in the event of a typographical error in this notice.

Other terms to be announced at the sale.

TD BANK, N.A., formerly known as  
TD Banknorth, N.A., formerly known as  
Banknorth, N.A.

Present Holder of said Mortgage

By: 

Its Attorney

John W. Davis, Esq.

Cooley, Shrair P.C.

1380 Main Street, 5th Floor

Springfield, MA 01103

## AUCTIONEER'S MEMORANDUM OF SALE AT PUBLIC AUCTION

The undersigned \_\_\_\_\_ of \_\_\_\_\_ (the "BUYER") hereby acknowledges that BUYER has this day purchased at a Mortgagee's Sale of Real Estate at Public Auction from Aaron Posnik & Co., Inc. (the "AUCTIONEER"), as agent for TD Bank, N.A. (the "SELLER"), that certain real estate (the "Premises") known as 200 Main Road, Monterey, Massachusetts and more fully described in the Mortgagee's Sale of Real Estate notice attached hereto (the "Sale Notice"), for the sum of \$ \_\_\_\_\_ (the "Purchase Price").

No personal property of any nature is included in this sale.

BUYER agrees to be bound by, and to comply with, and that the Premises are being sold subject to, the terms and conditions as stated in this Memorandum of Sale and the Sale Notice and also the additional terms and conditions read by the Auctioneer at the sale, a copy of which is attached hereto (the "Additional Terms and Conditions").

BUYER has this day paid to SELLER \$10,000 as a non-refundable deposit on the sale, with an additional deposit in the amount of \$ \_\_\_\_\_ to be paid by BUYER to SELLER, in accordance with the terms and conditions of the sale. Said deposit(s) shall be forfeited to the use of SELLER if BUYER fails to comply with any of the terms and conditions of the sale. Any such forfeiture shall not relieve BUYER of any liability under this agreement.

The balance of the Purchase Price is due and payable at the office of Cooley, Shrair P.C., at 1380 Main Street, Springfield, Massachusetts, as counsel for the SELLER, on or before June 2, 2011, by certified or bank check or other form acceptable to SELLER, and contemporaneous with a timely receipt by SELLER of such payment, SELLER shall convey the Premises to BUYER by delivery to BUYER of a statutory form foreclosure deed under the statutory power of sale (M.G.L. ch. 183, Appendix Form 11) from SELLER. Time is of the essence of this agreement.

In addition to the Purchase Price, BUYER assumes and agrees to pay all real estate taxes, water and sewer bills, municipal liens, tax titles, betterments, and assessments applicable to the Premises and, in addition to BUYER's own closing costs, all Massachusetts document tax stamps and recording charges applicable to this sale.

BUYER acknowledges that BUYER has not been influenced to enter into this transaction by, nor has BUYER relied upon, any warranty or representation of the SELLER or AUCTIONEER not expressly set forth or incorporated in this Memorandum of Sale.

BUYER also understands that SELLER will not accept any personal offer to purchase (i.e. any personal bid) from any individual that is an employee of TD Bank, N.A. or any of its subsidiaries or affiliated corporations and that BUYER, by signing below, hereby certifies to SELLER that BUYER is not employed by TD Bank, N.A. or any of its subsidiaries or affiliated corporations.

AUCTIONEER acknowledges that SELLER has this day received from BUYER the \$10,000 non-refundable deposit and that the Premises were this day sold by AUCTIONEER at public auction for the Purchase Price noted above, subject to the terms and conditions contained herein and in the attached Sale Notice and Additional Terms and Conditions.

Signed as a sealed instrument on this 3rd day of May, 2011.

BUYER:

\_\_\_\_\_  
Buyer's Signature

AUCTIONEER:

Aaron Posnik & Co., Inc.

By: \_\_\_\_\_  
Name:  
Title:

## ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions shall apply to the sale of the premises as described in the sale notice of TD Bank, N.A. (the "Mortgage Holder") that has just been read to you:

1. The successful bidder will be required to execute in duplicate a Memorandum of Sale upon acceptance of the bid. Copies of the Memorandum of Sale are here for anyone to inspect prior to the bidding.
2. The premises will be sold to the highest bidder who will be required to make the required deposit prior to signing the Memorandum of Sale.
3. If the successful bidder fails to pay the required deposit and sign the Memorandum of Sale and any other required document or if, after paying the deposit and signing the required documents, fails to perform its obligations thereunder, any deposit made, including any additional deposit made after today, shall be forfeited to the use of the Mortgage Holder. Such forfeiture shall not release the successful bidder from any of its obligations. The Mortgage Holder also reserves the right to convey the premises to the second highest bidder, at its last highest bid, under the same terms and conditions as are being offered at today's auction, and without further notice by publication or otherwise. Such second highest bidder will have five (5) days after notification by the Mortgage Holder to make the required deposit and sign the Memorandum of Sale and any other required documents.
4. No items of personal property are included in this sale, and the premises are being sold in "AS IS" condition, subject to all known and unknown defects, and subject to all applicable laws.
5. The premises may be subject to federal and state laws regarding lead-based paint. A standard information package issued by the Department of Public Health, including a form notice certificate, will be attached to the Memorandum of Sale. The successful bidder, prior to signing the Memorandum of Sale, will be required to sign the notice certificate as prepared by

the Mortgage Holder. Copies of such notice certificate and the information package are here for anyone to inspect prior to the bidding.

6. Except for the Mortgage Holder's representations contained in the lead paint notice certificate referred to above, no representations or warranties of any kind whatsoever are made by or on behalf of the Mortgage Holder with respect the premises, including, without limitation, any warranty or representation as to (a) condition, construction, or fitness for habitation, (b) the presence or absence of asbestos, urea formaldehyde, lead paint, radon gas, oil or other hazardous materials, or aboveground or underground storage tanks, (c) compliance or non-compliance with any law, including, without limitation, any federal, state or local law relating to environmental, zoning, building or occupancy matters, or (d) zoning, state of title, utilities, tenants or occupants, or other matters.

7. The successful bidder shall be responsible for complying with all laws applicable to any on site sewage disposal system, including, without limitation, Title V of the State Environmental Code, and is specifically hereby notified of, and shall be responsible for complying with, the inspection and upgrade requirements contained in Sections 15.300 through 15.305 of Volume 310 of the Code of Massachusetts Regulations, if applicable.

8. A municipal lien certificate and a real estate tax statement have been obtained from the city collector's office, and copies are available for inspection prior to the bidding. Based on the certificate and statement, the following amounts appear due and owing to the Town of Monterey with respect to the premises:

Real estate taxes, interest and other charges for fiscal year 2010, calculated through May 3, 2011	\$2,677.12
Real estate taxes, interest and other charges for fiscal year 2011, calculated through May 3, 2011	\$2,330.94
Total	\$5,008.06

No representations or warranties are made by or on behalf of the Mortgage Holder as to the accuracy, completeness or usefulness of the foregoing or as to the extent to which such amounts constitute a lien against the premises. All municipal taxes and other municipal charges, together with all interest, fees and costs relating thereto through the date of payment, shall be the responsibility of the successful bidder.

9. The premises are also being sold subject to all matters shown by, or referred to in, the plan prepared by Kelly, Granger, Parsons & Associates, Inc. dated September 1986 and recorded with the Berkshire County Southern District Registry of Deeds as Map Plat File C-51, to the extent presently applicable and in effect against the premises and having priority over the mortgage being foreclosed upon today.

10. The Mortgage Holder, or its affiliate, may bid at this sale, and if either is the successful bidder, neither shall be required to pay any deposit.

11. All information as shown in the Auctioneer's circulars or published advertisements for this sale has been compiled for the convenience and assistance of the successful bidder, and while the information is assumed to be reasonably correct, it is not guaranteed or warranted by the Auctioneer or the Mortgage Holder or any of their representatives.

12. From and after this date, the successful bidder shall have the sole risk of loss and the Mortgage Holder shall have no responsibility for maintaining insurance on the premises. In the event the premises are hereafter damaged by fire or other casualty, the successful bidder shall remain obligated to consummate the sale without any reduction in the purchase price.

13. In the event the Mortgage Holder cannot convey title to the premises as stipulated, the deposit, including any additional deposit thereafter made, shall be refunded and all rights under the Memorandum of Sale shall cease and the successful bidder shall have no recourse against the Mortgage Holder or its employees, agents or representatives, whether at law or in equity.

14. The premises will be conveyed by the usual statutory form foreclosure deed under the statutory power of sale, such deed to be delivered contemporaneously with the Mortgage Holder's timely receipt of full payment pursuant to the Memorandum of Sale. No adjustments of



any kind shall be made to the purchase price. The successful bidder will be responsible for its own closing costs and all Massachusetts document tax stamps and recording fees applicable to the purchase of the premises. The acceptance of the Mortgage Holder's foreclosure deed by the successful bidder, or any successor in interest, shall be deemed to be a full performance and discharge of all obligations of the Mortgage Holder to the successful bidder, and any successor in interest, in connection with this sale.

15. The successful bidder will be required to sign this document when signing the Memorandum of Sale and, by doing so, the successful bidder will be acknowledging that the successful bidder agrees to the foregoing terms and conditions.

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Successful Bidder's signature

MUNICIPAL LIEN CERTIFICATE  
THE COMMONWEALTH OF MASSACHUSETTS  
OFFICE OF THE COLLECTOR OF TAXES  
MONTEREY  
PO BOX 241  
MONTEREY MA 01245  
413-528-1443

NUMBER: 2011-83

- Quarterly Billing -

Issued: April 12, 2011

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 April 11, 2011 are listed below.

TO:

COOLEY SHRAIR  
1380 MAIN ST  
SPRINGFIELD MA 01103

DESCRIPTION OF PROPERTY

Parcel Id: Map 227 Block: 014 Lot 000 000 0000  
Location: 200 MAIN RD  
Acreage: 3.004  
Legal Reference: 1294-3  
Assessed Owner(s): ORSI DENNIS R  
Supposed Owner:

MISCELLANEOUS UNPAIDS

VALUATION DETAIL TAX/\$1000

Residential	419,200	0	5.28
Open Space	0	0	5.28
Commercial	0	0	5.28
Industrial	0	0	5.28
Exempt	0	0	0.00
Agr. Credits	0		

BETTERMENT / LIEN DETAIL

2 0 1 1	Amount	Com Int	2 0 1 0	Amount	Com Int	2 0 0 9	Amount	Com Int
N/A	0.00	0.00	N/A	0.00	0.00	N/A	0.00	0.00
N/A	0.00	0.00	N/A	0.00	0.00	N/A	0.00	0.00
N/A	0.00	0.00	N/A	0.00	0.00	N/A	0.00	0.00
N/A	0.00	0.00	N/A	0.00	0.00	N/A	0.00	0.00

ASSESSMENT DETAIL - Quarterly Billing -

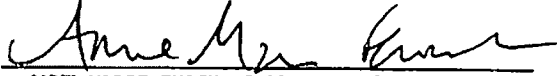
ASSESSMENTS		2 0 1 1	2 0 1 0	2 0 0 9
Preliminary 1st	Due: 08/02/2010	560.68	546.01	579.62
Preliminary 2nd	Due: 11/01/2010	560.68	546.01	579.62
Actual 1st/3rd	Due: 02/01/2011	546.01	575.35	579.62
Actual 2nd/4th	Due: 05/02/2011	546.01	575.35	445.17
District/Supl/Revised		0.00	0.00	0.00
Betterment and Liens		0.00	0.00	0.00
Committed Interest		0.00	0.00	0.00
Interest	To: 05/03/2011	117.56	429.40	0.00
Charges and Fees		0.00	5.00	0.00
DEFERRALS				
DEFERRAL		0.00	0.00	0.00
PAYMENTS				
Preliminary		0.00	0.00	0.00
Actual		0.00	0.00	2,184.03
District/Supl/Revised		0.00	0.00	0.00
Betterments/Liens		0.00	0.00	0.00
Committed Interest		0.00	0.00	0.00
Interest Paid		0.00	0.00	0.00
Charges and Fees		0.00	0.00	0.00
Abatement/Exemption		0.00	0.00	0.00
Deferral, Tax Title Transfer		0.00	0.00	0.00
CURRENT UNPAID TAXES (PER DIEM)		2,330.94 (0.85)	2,677.12 (0.86)	0.00 (0.00)

TOTAL AMOUNT DUE \$ 5,008.06 (1.71)

NOTATIONS & COMMENTS

APPORTIONED BETTERMENT ASSESSMENTS NOT YET DUE \$ 0.00 WITH INTEREST TO BE ADDED.

I have no knowledge of any other lien outstanding.

  
ANNE MARIE ENOCH, Collector of Taxes  
MONTEREY