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BIDDER'S INFORMATIONAL PACKAGE 3193 CRANBERRY HIGHWAY EAST WAREHAM, MASSACHUSETTS

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MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Sharren T. Marquis and J. Thomas Marquis to Banknorth, N.A. dated June 2, 2004 and recorded with the Plymouth County Registry of Deeds in Book 28363, Page 4, 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 29th day of June 2011, at the mortgaged premises described below, being known as 3193 Cranberry Highway, Wareham, Massachusetts, all and singular the premises described in said mortgage, to wit:

The land with the buildings thereon, situated in that part of Wareham, Plymouth County, Massachusetts, called Long Neck and bounded and described as follows:

First Parcel

Beginning at the easterly corner of the granted premises at a stake in the southwesterly line of the State Highway and at the northerly corner of land formerly of Samuel N. Snow;

SOUTH 28° 08' West by said land formerly of Samuel N. Snow, one hundred five (105) feet to a stake; thence

NORTH 46° 25' West by remaining land now or formerly of Margaret S. Draper, one hundred twenty-seven and 97/100 (127.97) feet to a stake; thence

NORTH 43° 35' East by same, one hundred one and 20/100 (101.2) feet to a stake in the said southwesterly line of the State Highway; thence

SOUTH 46° 25' East by said State Highway, one hundred (100) feet to the point of beginning.

Containing 11,535 square feet, more or less.

There is excepted from the above described premises so much thereof as was taken by the Commonwealth of Massachusetts for road purposes as recorded in Book 2067, Page 317.

Second Parcel

Beginning at the easterly corner of the herein described lot in the southwesterly sideline of the State Highway (Sawyer Road) at or near Station No. 240 33 feet of the 1925 Alteration of said State Highway, it also being the northerly corner of land of Alice T. Barry, now or formerly; thence 30/100

- SOUTH 39° 25' 15" West in line of said Barry land, ninety-nine and 91/30 feet to other land now or formerly of Wilma B. Hodges at a stake and a pipe for a corner; thence
- NORTH 50° 34' 45" West twelve (12) feet to a stake for a corner; thence
- NORTH 39° 25' 15" East, ninety-one and 30/100 (91.30) feet to a stake in the said southwesterly line of the State Highway; thence
- SOUTH 50° 34' 45" East by said State Highway, one hundred (100) feet to the bound first mentioned.

The foregoing description is shown on a survey made by George P. Morse of Wareham Surveyor entitled "Plan of Land, Long Neck Wareham, Mass., surveyed for Henry S. Draper May 5, 1931" recorded with Plymouth County Registry of Deeds in Plan Book 5, Page 8.

Said parcel in its entirety is subject to an unobstructed right of way and such easements of record especially as are set forth in a deed to Ralph L. Jenney et ux, dated May 12, 1954 and duly recorded.

Third Parcel:

Beginning at the northeasterly corner of the herein described parcel it being the southeasterly corner of land of said Alice T. Barry; thence

- SOUTH 23° 58' 15" West, twenty-six and 79/100 (26.79) feet to a stake and land conveyed to Ralph L. Jenney et ux; thence
- NORTH 50° 34' 45" West by said Jenney land one hundred forty-seven (147) feet, more or less to land now or formerly of Draper; thence
- NORTH 39° 25' 15" East, twenty-five and 85/100 (25.85) feet to the parcel first above described; thence
- SOUTH 50° 34' 45" East one hundred forty (140) feet by said first parcel and land of Alice T. Barry to the point of beginning.

Said parcel on its extreme westerly end is subject to a 12 foot unobstructed right of way, the lines of said right of way being a continuation in all respects of the first above described parcel of land of said Ralph L. Jenney et ux and said easements and purposes of record as hereinbefore set forth.

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: Fifteen Thousand Dollars (\$15,000.00) 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 29th day of June, 2011, by and among TD Bank, N.A., whose principal address is 15 Monument Square, Leominster, Massachusetts 01453 ("Seller"); Aaron Posnick Auctioneers ("Auctioneer") and _____ ("Buyer").

1. MORTGAGEE'S SALE AT PUBLIC AUCTION

Pursuant to a public auction duly advertised for June 29, 2011 at 11:00 a.m., on June 2, 2011, June 9, 2011 and June 16, 2011, in exercise of the Power of Sale contained in a Mortgage and Security Agreement from Sharren T. Marquis and J. Thomas Marquis to Banknorth, N.A. dated June 2, 2004 and recorded with the Plymouth County Registry of Deeds in Book 28363, Page 4, 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

The land with the buildings thereon, situated in that part of Wareham, Plymouth County, Massachusetts, called Long Neck and bounded and described as follows:

First Parcel

Beginning at the easterly corner of the granted premises at a stake in the southwesterly line of the State Highway and at the northerly corner of land formerly of Samuel N. Snow;

SOUTH 28° 08' West by said land formerly of Samuel N. Snow, one hundred five (105) feet to a stake; thence

NORTH 46° 25' West by remaining land now or formerly of Margaret S. Draper, one hundred twenty-seven and 97/100 (127.97) feet to a stake; thence

NORTH 43° 35' East by same, one hundred one and 20/100 (101.2) feet to a stake in the said southwesterly line of the State Highway; thence

SOUTH 46° 25' East by said State Highway, one hundred (100) feet to the point of beginning.

Containing 11,535 square feet, more or less.

There is excepted from the above described premises so much thereof as was taken by the Commonwealth of Massachusetts for road purposes as recorded in Book 2067, Page 317.

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SOUTH 39° 25' 15" West in line of said Barry land, ninety-nine and 91/30 feet to other land now or formerly of Wilma B. Hodges at a stake and a pipe for a corner; thence

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SOUTH 23° 58' 15" West, twenty-six and 79/100 (26.79) feet to a stake and land conveyed to Ralph L. Jenney et ux; thence

NORTH 50° 34' 45" West by said Jenney land one hundred forty-seven (147) feet, more or less to land now or formerly of Draper; thence

NORTH 39° 25' 15" East, twenty-five and 85/100 (25.85) feet to the parcel first above described; thence

SOUTH 50° 34' 45" East one hundred forty (140) feet by said first parcel and land of Alice T. Barry to the point of beginning.

Said parcel on its extreme westerly end is subject to a 12 foot unobstructed right of way, the lines of said right of way being a continuation in all respects of the first above described parcel of land of said Ralph L. Jenney et ux and said easements and purposes of record as hereinbefore set forth.

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 3193 Cranberry Highway, 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 Fifteen Thousand Dollars (\$15,000.00) 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 an assignment of rights 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 _____
Mary Hankins, Vice President

AARON POSNIK AUCTIONEERS

By _____

Buyer

BUYER STATEMENT OF NON-RELATEDNESS

I/We hereby state that I/we am/are not employed by The Toronto-Dominion Bank or any of its subsidiaries or affiliated corporations, including TD Bank, N.A. (the "Bank") nor am I related in any way with attorneys (solicitors) or agents retained by or on behalf of the Bank in relation to the property that is the subject of this transaction and confirm that I am dealing at arm's length with the aforementioned parties.

To the extent that any such relationships exist, the relationships are as follows:

Dated: June 29, 2011

BUYER:

The Commonwealth of Massachusetts
Office of the Collector of Taxes
Town of Wareham
Municipal Lien Certificate

Number: 11526
6/7/2011

GRASSIA MURPHY AND LUPAN
5 COMMONWEALTH ROAD
NATICK, MA 01760-1526

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 5/31/2011 are listed below:

DESCRIPTION OF PROPERTY

Parcel Identifier	6-1016	Assessed Owner	MARQUIS J THOMAS
Account	11490	Additional Owner	MARQUIS SHARREN T
Location of Property	3193 CRAN HWY	Supposed Present Owner	
		Legal Reference	Book 28363
Acreege	15900 Square Feet		Page 001
			Deed Date 6/3/2004

VALUATION

FY 2011	Residential	Rate1	Open Space	Rate 2	Commercial	Rate 3	Industrial	Rate 4	Exempt
	0	8.93	0	8.93	341,400	8.93	0	8.93	0

ASSESSMENT

	2011 1st Quarter	2011 2nd Quarter	2011 3rd Quarter	2011 4th Quarter	FY 2010	FY 2009
Preliminary Tax	\$705.98	\$705.97			\$1,352.22	\$1,212.43
Preliminary Other Land Tax	\$21.18	\$21.18			\$40.57	\$36.38
Preliminary WFD					\$0.00	\$0.00
Preliminary OFD	\$141.02	\$141.02			\$268.99	\$240.40
Actual Tax			\$818.38	\$818.37	\$1,471.68	\$1,492.01
Actual Other Land Tax			\$24.55	\$24.55	\$44.15	\$44.75
Actual WFD						\$0.00
Actual OFD			\$176.48	\$176.48	\$295.09	\$297.58
Sewer Lien			\$155.23	\$155.23		
Sewer Lien CI			\$13.75	\$13.74		
Interest To Date	\$0.30	\$72.59	\$57.44	\$16.41	\$0.00	\$0.00
Charges and Fees				\$15.00	\$15.00	\$15.00
Credits	\$865.51				\$3,487.70	\$3,338.55
Interest Credit	\$2.66				\$70.40	\$19.68
Per Diem	\$0.00	\$0.33	\$0.46	\$0.46	\$0.00	\$0.00
Balance Due	\$2.97	\$940.76	\$1,245.83	\$1,219.78	\$0.00	\$0.00

Property Tax Interest Per Diem \$1.25
Committed Tax Balance \$3,409.34

Misc Receivable	Balance	Interest	Per Diem	APPORTIONED SEWER BETTERMENT PAID IN FULL. FY2011 1ST 2ND 3RD AND 4TH QUARTER REAL ESTATE OUTSTANDING. PLEASE CALL FOR UPDATE. FY2011 SEWER USAGE (2/1/10-1/31/11) OUTSTANDING. PLEASE CALL FOR UPDATE.
Demand	\$0.00	\$0.00	\$0.00	
Sewer	\$596.00	\$18.72	\$0.20	
Misc. Totals	\$596.00	\$18.72	\$0.20	

PROPERTIES IN WAREHAM ARE SUBJECT TO SUPPLEMENTAL TAX ASSESSMENTS UNDER GL CH 59 SEC 2D.

All of the amounts listed above are to be paid to the Collector. I have no knowledge of any other lien outstanding.
INFORMATION ON THIS CERTIFICATE IS COMPLETE AS OF 6/7/2011

John D Foster

Collector of Taxes