

TABLE OF CONTENTS

BIDDER'S INFORMATIONAL PACKAGE

1530 CONCORD STREET FRAMINGHAM, MASSACHUSETTS

DESCRIPTION	PAGE #
MORTGAGEE'S SALE OF REAL ESTATE	1-3
MEMORANDUM OF SALE.....	4-10
MUNICIPAL LIEN CERTIFICATE	11

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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 Robert M. Bacchiochi, Inc. to TD Banknorth, N.A. dated September 9, 2005 and filed with the Middlesex County South Registry District of the Land Court on September 13, 2005, as Document No. 1387926, noted on Certificate No. 210406, 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 p.m. on the 10th day of August 2011, at the mortgaged premises described below, being known as 1530 Concord Street, Framingham, Massachusetts, all and singular the premises described in said mortgage, to wit:

NORTHEASTERLY by Concord Street, one hundred seventy-six and 73/100 feet;
EASTERLY by a curving line forming the junction of said Concord Street and A Street, as shown on plan hereinafter mentioned, twenty-four and 48/100 feet;
SOUTHEASTERLY by said A Street, seventy-five feet;
SOUTHWESTERLY by land now or formerly of the Roxbury Carpet Company about two hundred and twenty-seven feet; and
NORTHWESTERLY by the thread of the Sudbury River as shown on said plan.

Said parcel is shown as Lot E9 on said plan.

All of said boundaries, except the line in Sudbury River, are determined by the Court to be located as shown on a subdivision plan, as approved by the Court, filed in the Land Registration Office, a copy of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 394, Page 141, with Certificate 58929.

So much of the above described land as is included within the limits of any street as shown on said plan is subject to its use as a part of the same by all persons lawfully entitled thereto.

There is appurtenant to the above described land the rights and easements granted by the following deeds: one given by Lucy C. Billings to the Saxonville Mills dated June 2, 1866, and recorded with Middlesex South District Deeds Book 979, Page 224, one given by Susan M. Johnson et al to said Mills dated September 26, 1867, recorded with said Deeds Book 1018, Page 521 one given by William Rock to said Mills dated April 22, 1869, recorded with said Deeds, Book 1078, Page 383, one given by Maurice O'Hearn to said Mills dated August 21, 1869, recorded with said Deeds, Book 1097, Page 526, one given by Ellen Byrne to said Mills dated September 17, 1869, recorded with said Deeds, Book 1097, Page 525, one given by Sumner Stone to said Mills dated September 24, 1869, recorded with said Deeds, Book 1097, Page 528, one given by Daniel Phelan to Michael H. Simpson dated August 5, 1872, recorded with said Deeds, Book 1222, Page 199, and it is determined by the Court that the height referred to in said deeds as the height at which said Saxonville Mills Dam may be maintained in one hundred fifty and

68/100 (150.68) feet above the Boston City Base, which is determined to be the height of said Dam at the date of original decree (March 19, 1913); and there is also appurtenant to the above described land the rights and easements granted by the following deeds given to the Saxonville Mills, one by Anne Philbrick at al dated 1875 and recorded with said Deeds, Book 1383, Page 87, one by Mary Stone dated March 21, 1878, recorded with said Deeds, Book 1470, Page 593, and one by Frank E. Simpson dated May 22, 1912, recorded with said Deeds, Book 3700, Page 26, and also the rights and easements reserved in a deed given by the Saxonville Mills to Emery Hill dated April 4, 1864, recorded with said Deeds, Book 923, Page 299, as modified by a further deed given by said Mills to said Hill dated May 4, 1874 and recorded with said Deeds, Book 1309, Page 34, and it is determined by the Court that the height referred to in said Philbrick, Stone, Simpson and Hill deeds as the height at which said Saxonville Mills Dam may be maintained by flash boards or otherwise, is one hundred fifty-one and 68/100 (151.68) feet above the Boston City Base. The above described land is subject to the rights and easements granted to said Mills by William E. Woodward by deed dated September 5, 1913 and recorded with said Deeds, Book 3813, Page 541 and filed as Document No. 10916 in the South Registry District of Middlesex County.

The above described land is subject to an Order and Taking by the Town of Framingham for laying out A Street, Document 151545.

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 Thousand Dollars (\$20,000.00) 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

MEMORANDUM OF SALE

This Memorandum of Sale is made this 10th day of August, 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 August 10, 2011 at 1:00 p.m., on July 12, 2011, July 19, 2011 and July 26, 2011, in exercise of the Power of Sale contained in a Mortgage and Security Agreement from Robert M. Bacchiochi, Inc. to TD Banknorth, N.A. dated September 9, 2005 and filed with the Middlesex County South Registry District of the Land Court on September 13, 2005, as Document No. 1387926, noted on Certificate No. 210406, 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

NORTHEASTERLY by Concord Street, one hundred seventy-six and 73/100 feet;
EASTERLY by a curving line forming the junction of said Concord Street and A Street, as shown on plan hereinafter mentioned, twenty-four and 48/100 feet;
SOUTHEASTERLY by said A Street, seventy-five feet;
SOUTHWESTERLY by land now or formerly of the Roxbury Carpet Company about two hundred and twenty-seven feet; and
NORTHWESTERLY by the thread of the Sudbury River as shown on said plan.

Said parcel is shown as Lot E9 on said plan.

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Registry District of Middlesex County in Registration Book 394, Page 141, with Certificate 58929.

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There is appurtenant to the above described land the rights and easements granted by the following deeds: one given by Lucy C. Billings to the Saxonville Mills dated June 2, 1866, and recorded with Middlesex South District Deeds Book 979, Page 224, one given by Susan M. Johnson et al to said Mills dated September 26, 1867, recorded with said Deeds Book 1018, Page 521 one given by William Rock to said Mills dated April 22, 1869, recorded with said Deeds, Book 1078, Page 383, one given by Maurice O'Hearn to said Mills dated August 21, 1869, recorded with said Deeds, Book 1097, Page 526, one given by Ellen Byrne to said Mills dated September 17, 1869, recorded with said Deeds, Book 1097, Page 525, one given by Sumner Stone to said Mills dated September 24, 1869, recorded with said Deeds, Book 1097, Page 528, one given by Daniel Phelan to Michael H. Simpson dated August 5, 1872, recorded with said Deeds, Book 1222, Page 199, and it is determined by the Court that the height referred to in said deeds as the height at which said Saxonville Mills Dam may be maintained in one hundred fifty and 68/100 (150.68) feet above the Boston City Base, which is determined to be the height of said Dam at the date of original decree (March 19, 1913); and there is also appurtenant to the above described land the rights and easements granted by the following deeds given to the Saxonville Mills, one by Anne Philbrick at al dated 1875 and recorded with said Deeds, Book 1383, Page 87, one by Mary Stone dated March 21, 1878, recorded with said Deeds, Book 1470, Page 593, and one by Frank E. Simpson dated May 22, 1912, recorded with said Deeds, Book 3700, Page 26, and also the rights and easements reserved in a deed given by the Saxonville Mills to Emery Hill dated April 4, 1864, recorded with said Deeds, Book 923, Page 299, as modified by a further deed given by said Mills to said Hill dated May 4, 1874 and recorded with said Deeds, Book 1309, Page 34, and it is determined by the Court that the height referred to in said Philbrick, Stone, Simpson and Hill deeds as the height at which said Saxonville Mills Dam may be maintained by flash boards or otherwise, is one hundred fifty-one and 68/100 (151.68) feet above the Boston City Base. The above described land is subject to the rights and easements granted to said Mills by William E. Woodward by deed dated September 5, 1913 and recorded with said Deeds, Book 3813, Page 541 and filed as Document No. 10916 in the South Registry District of Middlesex County.

The above described land is subject to an Order and Taking by the Town of Framingham for laying out A Street, Document 151545.

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 1530 Concord 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 Thousand Dollars (\$20,000.00) 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 POSNICK 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: August 10, 2011

BUYER:



Municipal Lien Certificate
Town of Framingham
Commonwealth of Massachusetts

Requested By

Issuance Date

GRASSIA, MURPHY & LUPAN

07/15/2011

I hereby 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 are listed below.

Description of Property

Owner: BACCHIOCHI, ROBERT M INC
 1530 CONCORD ST
 FRAMINGHAM MA 01701

Deed Date:
 Book/Page: 1182/56
 Land Area: 15,000
 Land Value: 226,700
 Impr Value: 215,300
 Land Use: 0
 Exemptions: 0
 Taxable Value: 442,000

Parcel ID: 276.0-0151-0009.A

Location: 1530 CONCORD ST

Fiscal Year	2012	2011	2010
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DESCRIPTION			
COMMERCIAL TAX	\$8,471.95	\$16,402.62	\$15,586.68
Charges/Fees	\$0.00	\$15.00	\$0.00
Abatements/Exemptions	\$0.00	\$0.00	\$0.00
Payments/Credits	\$0.00	\$0.00	-\$15,586.68
Interest to 07/15/2011	\$0.00	\$1,312.21	\$0.00

TOTAL BALANCE DUE:	\$8,471.95	\$17,729.83	\$0.00

NOTE: Actual 2012 taxes not yet issued.

TOTAL INTEREST PER DIEM: \$6.2914

OUTSTANDING WATER AND SEWER BALANCES: \$0.00

Stephen W. Price

 Stephen W. Price
 Treasurer/Collector

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE