

TABLE OF CONTENTS

BIDDER'S INFORMATIONAL PACKAGE
549 DALTON AVENUE
PITTSFIELD, MASSACHUSETTS

DESCRIPTION	PAGE #
MORTGAGEE'S NOTICE OF REAL ESTATE	1-3
MEMORANDUM OF TERMS AND CONDITIONS OF SALE	4-16
MUNICIPAL LIEN CERTIFICATE	17

THE FOLLOWING MATERIALS ARE FURNISHED SOLELY FOR INFORMATIONAL PURPOSES. NO WARRANTIES OR REPRESENTATIONS ARE MADE BY EITHER THE MORTGAGE HOLDER, OR THE AUCTION COMPANY AS TO THE ACCURACY, COMPLETENESS OR USEFULNESS OF THESE MATERIALS OR THE INFORMATION CONTAINED THEREIN. PROSPECTIVE PURCHASERS SHOULD MAKE THEIR OWN INVESTIGATIONS AND INSPECTIONS AND DRAW THEIR OWN INDEPENDENT CONCLUSIONS. THESE MATERIALS AND THE INFORMATION CONTAINED THEREIN ARE ALSO SUBJECT TO POSSIBLE CHANGE PRIOR TO OR AT THE TIME OF THE SCHEDULED FORECLOSURE SALE.

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE
(549 Dalton Avenue., Pittsfield, Massachusetts)

By virtue and in execution of the Power of Sale contained in a certain Mortgage (the "Mortgage") given by BUILDERS NETWORK, INC., a Massachusetts corporation with a usual place of business in Pittsfield, Berkshire County, Massachusetts, to LEE BANK, a Massachusetts Mutual Bank, with a place of business at 75 Park Street, Lee, Massachusetts 01238 (the "Mortgagee") dated and recorded May 14, 2007 with the Berkshire Middle District Registry of Deeds in Book 3797, Page 14, of which the undersigned is the present holder, for breach of the conditions of the Mortgage and for the purpose of foreclosing the same, there will be sold at Public Auction at 11:00 a.m. on the 3rd day of October, 2011, on the mortgaged premises located at 549 Dalton Avenue, Pittsfield, Massachusetts, all and singular, the following portion of the premises described in the Mortgage (the "Mortgaged Premises"), to wit:

Parcel I: Commencing at a point in the northerly line of Dalton Avenue, said point being four hundred (400) feet easterly along said northerly line of Dalton Avenue from the East end of a concrete abutment under which Allen Brook flows; thence at right angles to said Dalton Avenue northerly one hundred fifty (150) feet to a point in the easterly line of land now or formerly of Del Virgilio; thence at right angles easterly fifty (50) feet to a point; thence at right angles southerly one hundred fifty (150) feet to a point in the northerly line of Dalton Avenue; thence at right angles westerly fifty (50) feet to the place of beginning.

Parcel II: A parcel of land on the northerly side of Dalton Avenue, Allen Heights, in said Pittsfield, Massachusetts. Beginning at a point in the northerly line of said Dalton Avenue which is fifty (50) feet easterly of the southeast corner of the land conveyed to Plante Properties, Inc. by deed of Abbott C. Combes, Jr. dated January 30, 1950, and recorded in the Berkshire Middle District Registry of Deeds in Book 555, Page 320, and which point is also fifty (50) feet easterly of the southwest corner of the parcel conveyed to Plante Properties, Inc.; thence running northerly at right angles to said Dalton Avenue two hundred (200) feet to a point; thence easterly in a line parallel to said Dalton Avenue one hundred fifty (150) feet to a point; thence southerly parallel to the first bound herein described two hundred (200) feet to the northerly line of Dalton Avenue; thence westerly along the northerly line of said Dalton Avenue one hundred and fifty (150) feet to the place of beginning.

Meaning and intending hereby to convey a piece of land with a frontage of one hundred fifty (150) feet on Dalton Avenue and two hundred (200) feet deep.

Being the same premises conveyed to the Mortgagor herein by deed of Belle R. Toplitz dated May 14, 2007 and recorded in the Berkshire Middle District Registry of Deeds in Book 3797, Page 11.

The Mortgaged Premises will be sold subject to and with the benefit of all restrictions, easements, improvements, leaseholds, tenancies, occupants, outstanding tax titles, municipal or other public taxes, liens, or other claims in the nature of liens, and existing encumbrances of record having priority over the Mortgage.

In the event of any typographical error set forth herein in the legal description of the Mortgaged Premises, the description as set forth and contained in the Mortgage shall control by reference.

TERMS OF SALE: TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) will be required to be paid in cash, certified or bank check with no intervening endorsements at the time and place of sale. The Foreclosure Deed of the Mortgage Premises shall be delivered and the balance of the purchase price paid in immediately available funds within twenty (20) days of the Public Auction at the offices of HUNTER & GRAZIANO, P.C., 10 Park Place, Lee, Massachusetts 01238 .

The Mortgagee makes no representations concerning the condition of the Mortgaged Premises or its compliance with applicable zoning, building, sanitary or other state and/or municipal regulations. The successful bidder will be required to execute a Memorandum of Foreclosure Sale containing the above at the time and place of sale. Other terms, if any, to be announced at the time and place of sale. Time is of the essence of the sale.

In the event that the successful bidder(s) at the foreclosure sale shall default in purchasing the Mortgaged Premises 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, providing that said second highest bidder shall deposit with the Mortgagee's attorneys, HUNTER & GRAZIANO, P.C., the amount of the required deposit as set forth herein within three (3) business days after written notice of the default of the previous highest bidder and title shall be conveyed to the said second highest bidder within twenty (20) days of said written notice.

If the second highest bidder declines to purchase the Mortgaged Premises, the Mortgagee reserves the right to purchase the within described property at the amount bid by the second highest bidder.

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.

The successful bidder(s) will be required to execute a Memorandum of Sale containing the above-terms at the time and place of sale. Other terms, if any, shall be announced at the time and place of the sale.

LEE BANK

By: Bruce J. Marzotto
Its: Senior Vice President

ATTORNEY FOR THE MORTGAGEE:

Don C. Hunter
HUNTER & GRAZIANO, P.C.
10 Park Place
Lee, Massachusetts 01238
Telephone Number: (413) 243-0789
Facsimile Number: (413) 243-0213

September 12, 2011
September 19, 2011
September 26, 2011

Aaron Posnik & Co., Inc.
Massachusetts Auctioneers
License #161

MEMORANDUM OF TERMS AND CONDITIONS OF SALE

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by BUILDERS NETWORK, INC. to LEE BANK, dated and recorded on May 14, 2007 with the Berkshire Middle District Registry of Deeds in Book 3797, Page 14, of which the undersigned is the present holder, for breach of the conditions of the Mortgage and for the purpose of foreclosing the same, the same will be sold at Public Auction at 11:00 a.m. on the 3rd day of October, 2011, on the mortgaged premises located at 549 Dalton Avenue, Pittsfield, Berkshire County, Commonwealth of Massachusetts, all and singular, the following portion of the premises described in the Mortgage to wit:

Parcel I: Commencing at a point in the northerly line of Dalton Avenue, said point being four hundred (400) feet easterly along said northerly line of Dalton Avenue from the East end of a concrete abutment under which Allen Brook flows; thence at right angles to said Dalton Avenue northerly one hundred fifty (150) feet to a point in the easterly line of land now or formerly of Del Virgilio; thence at right angles easterly fifty (50) feet to a point; thence at right angles southerly one hundred fifty (150) feet to a point in the northerly line of Dalton Avenue; thence at right angles westerly fifty (50) feet to the place of beginning.

Parcel II: A parcel of land on the northerly side of Dalton Avenue, Allen Heights, in said Pittsfield, Massachusetts. Beginning at a point in the northerly line of said Dalton Avenue which is fifty (50) feet easterly of the southeast corner of the land conveyed to Plante Properties, Inc. by deed of Abbott C. Combes, Jr. dated January 30, 1950, and recorded in the Berkshire Middle District Registry of Deeds in Book 555, Page 320, and which point is also fifty (50) feet easterly of the southwest corner of

the parcel conveyed to Plante Properties, Inc.; thence running northerly at right angles to said Dalton Avenue two hundred (200) feet to a point; thence easterly in a line parallel to said Dalton Avenue one hundred fifty (150) feet to a point; thence southerly parallel to the first bound herein described two hundred (200) feet to the northerly line of Dalton Avenue; thence westerly along the northerly line of said Dalton Avenue one hundred and fifty (150) feet to the place of beginning.

Meaning and intending hereby to convey a piece of land with a frontage of one hundred fifty (150) feet on Dalton Avenue and two hundred (200) feet deep.

Being the same premises conveyed to the Mortgagor herein by deed of Belle R. Toplitz dated May 14, 2007 and recorded in the Berkshire Middle District Registry of Deeds in Book 3797, Page 11.

SAID PREMISES WILL BE SOLD SUBJECT TO:

- a. Any and all unpaid taxes and other municipal assessments and liens;
- b. Prior liens or other enforceable encumbrances of record entitled to precedence over this mortgage;
- c. Subject to, and with the benefit of, all easements, restrictions, reservations, and conditions of record;
- d. All tenancies and/or rights of parties in possession, including rights or claims in personal property installed by tenants or former tenants now located on the premises.

It shall be the bidder's sole responsibility to ascertain all items described in this

paragraph and no representations are made concerning compliance with applicable zoning, building, sanitary or other state and/or municipal laws, ordinances, or regulations.

TERMS OF SALE: TWENTY-FIVE THOUSAND (\$25,000.00) DOLLARS in cash, certified check or bank cashier's check to be paid by the purchaser at the time and place of sale. The balance of the purchase price is to be paid in cash, certified check or bank cashier's check upon delivery of the deed within thirty (30) days after the Public Auction at the offices of Hunter & Graziano, P.C., 10 Park Place, Lee, Massachusetts. The purchaser will be required to sign an Auctioneer's Memorandum containing the terms of this sale.

The undersigned reserves the right to refuse all bids.

ADDITIONAL TERMS OF SALE:

- a. A 5% Buyer's premium applies.

- b. The \$25,000 deposit shall be retained by the mortgagee if the successful bidder shall refuse to execute this Memorandum of Sale, or if, after signing, the successful bidder does not perform his or her obligations hereunder. If the deposit is so retained, it shall become the property of the mortgagee and shall not be applied on the mortgage debt.

c. This sale shall not be deemed complete until the successful bidder shall have made his or her deposit and signed this Memorandum of Sale.

d. The premises shall be conveyed by the usual Foreclosure Deed under the statutory power of sale subject to the following terms and conditions:

(i) The premises will be sold subject to any and all restrictions, easements, improvements, outstanding tax titles, municipal or other public taxes, assessments, betterments, liens or claims in the nature of liens and existing encumbrances of record created prior to the mortgage, or entitled to precedence over the mortgage, if any there be, insofar as the same are still in force and applicable to the premises.

(ii) The premises are sold subject to any and all unpaid taxes and other municipal assessments and liens;

(iii) Easements, conditions and restrictions of record;

(iv) Provisions of existing building and zoning laws;

(v) Subject to all tenancies, occupants and parties in possession;

(vi) All matters announced at the sale.

Mortgagee makes no warranties, express or implied, as to the condition of the

Premises, or as to whether anything other than the real estate is to be sold, or as to the condition of any fixture that is to be sold; and the same is made with the understanding that the Mortgagee is making no commitment as to the financing therefor. The premises are sold "AS IS".

There is no representation made by the Auctioneer, any representative of the Auctioneer, the Attorney for the Mortgagee nor any representative of the Mortgagee, with respect to the availability and/or issuance of any building or occupancy permits and/or any information dealing with any soil percolation tests or environmental laws and regulations (MGL Ch. 21E) regarding the presence or absence of hazardous waste materials on the site. It shall be the purchaser's sole responsibility to secure and pay for any and all necessary permits, licenses, test fees, etc.

Without limiting the foregoing total exclusion of representations and warranties, the sale is made without any representations or warranties as to the title, or as to the validity, enforceability, or perfection of the Mortgagee's right or interest. The Buyer acknowledges that from and after this date the Buyer shall have the sole risk of loss and the Mortgagee shall have no responsibility for maintaining insurance on the Premises. In the event that

the Premises is damaged by fire or other casualty after the date hereof, then the Buyer shall remain obligated to consummate the sale without any reductions in the purchase price. The Buyer further agrees to hold the Mortgagee harmless from all claims or injuries however arising from any potential defects hidden or otherwise in the Premises and further agrees to hold harmless and indemnify the Mortgagee from any actions originating from third persons based on any claim or injury arising from said defects after this date. The within indemnifications shall survive the delivery of the Foreclosure Deed.

The agreed purchase price for said premises is: \$_____ dollars, of which \$25,000.00 has been paid as a deposit this day, and \$_____ dollars are to be paid at the time of delivery of the deed in cash or certified funds.

All deposits made hereunder shall be held by HUNTER & GRAZIANO, P.C., subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement.

The balance of the purchase price shall be paid in cash or certified funds at 10:00 a. m. on or before November 3, 2011, at the offices of HUNTER & GRAZIANO, P.C., 10 Park Place, Lee, Massachusetts.

The acceptance of a deed by Buyer shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except as otherwise expressly provided herein.

If Buyer desires an examination of title, they shall be responsible for the cost thereof. No representations or warranties of accuracy of title to the Premises have been made, and the Mortgagee has no responsibility to cure any defect in the title.

No commission shall be payable to any party on account of this sale. Buyer agrees to indemnify the Mortgagee against and to hold Mortgagee harmless from any claim, loss, damage, cost or liability for any brokerage commission or fee which may be asserted against Mortgagee in connection with this transaction. The provisions of this paragraph shall survive delivery of the deed.

This instrument is to be construed as a Massachusetts contract, is to take effect as sealed instrument, sets forth the entire contract between the parties, is binding upon and inures 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 Mortgagee and the Buyer.

If the event Buyer fails to perform the Buyer's covenants and agreements hereunder, the Buyer shall forfeit the Buyer's deposit and, in addition, shall be responsible for all losses and expenses incurred by the Mortgagee as a result of the Buyer's non-performance, including, without limitation, reasonable attorney's fees incurred by Mortgagee in conducting another foreclosure sale of the premises. The Buyer shall also be responsible to Mortgagee for the difference between the amount of the Buyer's bid for the Premises at the foreclosure sale and the amount bid at any subsequent foreclosure sale if the subsequent bid is lower than the Buyer's bid.

In the event the Mortgagee is unable to perform in accordance with the terms hereof, then the Mortgagee agrees promptly to refund to Buyer the deposit provided for herein, without interest, whereupon this Agreement shall be rendered void and without further effect.

All representations, statements and agreements heretofore made between the parties hereto are merged in this Agreement, which alone fully and completely express their obligations and this Agreement is entered into by each party after opportunity for investigation, neither party relying on any statements or representations not embodied in

this Agreement, made by the other or on his behalf. The acceptance of a deed by the Buyer shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed.

The Buyer will be responsible for the cost of all documentary stamps, plus any and all recording charges as required by the Registry of Deeds.

According to the Tax Collector for the City of Pittsfield, Massachusetts, and as set forth on the Municipal Lien Certificate attached, there are outstanding Real Estate taxes and municipal fees (water and/or sewer charges) due on the property. The Buyer will be responsible for any real estate taxes and fees due as of the date of passing as well as any per diem interest accumulated through the date of passing. Additionally, as noted, the property will be sold subject to the taxes and fees for the current fiscal period through the date of passing.

It is to be noted that the figures stated above have been received from the Tax Collector for the City of Pittsfield, Massachusetts, and neither the Auctioneer, the Attorney for the Mortgagee, nor any representative of the Mortgagee, makes any guarantee or warranty as to their accuracy.

If applicable, Massachusetts General Laws Chapter 148, Section 26F requires that smoke detectors be installed in all residential structures. The Buyer in purchasing this property at this foreclosure sale agrees that he will assume all costs relative to the purchase and installation, plus all costs dealing with inspection fees for such smoke detection equipment and Purchaser further acknowledges that such equipment shall meet all other minimum State and City of Pittsfield Fire Department requirements.

If applicable, The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.

If applicable, It shall be the responsibility of the purchaser to fulfill the requirements set forth in 310 CMR 15.00 et. seq. which pertain to Title V-Septic Systems. This obligation shall be deemed to be the Purchaser' s as provided for, and permitted by 310 CMR 15.301(3)(b). Seller makes no warranties whatsoever as to compliance or non-compliance with these regulations.

The Buyer is advised that all information, as shown in the newspaper advertisements, the brochure that has been utilized for mailing purposes and/or passed out here at this auction sale, has been compiled purely for the convenience and assistance of the Buyer, and while the information shown is assumed to be reasonably correct, it is not guaranteed and/or warranted by the Auctioneer, Attorney for the Mortgagee, nor any representative of the Mortgagee.

WITNESS our hands this 3rd day of October, 2011.

Witness Buyer

Witness Buyer

PRINT BUYER NAME(S) _____

ADDRESS _____

TELEPHONE

ATTORNEY

At the sale held under the above noted terms, the premises have been sold to the above listed Buyer for the sum of:

_____ (\$ _____) Buyer has made the deposit in the amount of \$25,000.00, and hereby agrees to pay the balance of the consideration as above provided.

EXECUTED under seal this 3rd day of October, 2011.

Buyer

Buyer

Don C. Hunter
Attorney for Lee Bank

Aaron Posnik & Co., Inc.
Auctioneer

State Tax Form 290
 Certificate: 9187
 Issuance Date: 03/31/2011

MUNICIPAL LIEN CERTIFICATE
 CITY OF PITTSFIELD
 COMMONWEALTH OF MASSACHUSETTS

Requested by HUNTER & GRAZIANO

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 03/23/2011 are listed below.

DESCRIPTION OF PROPERTY

Parcel ID: K13-0001-017

549 DALTON AVE
 PITTSFIELD

BUILDERS NETWORK INC
 549 DALTON AVE
 PITTSFIELD MA 01201

Land area : 0.86 AC
 Land Value : 162,000
 Impr Value : 122,940
 Land Use : 0
 Exemptions : 0
 Taxable Value: 284,940

Deed date: 05/14/2007 Book/Page: 3797/11
 Class: 325-

FISCAL YEAR	2011	2010	2009
DESCRIPTION			
REAL ESTATE COMMERCIAL	\$8,818.89	\$8,234.51	\$8,199.90
WATER LIEN	\$15.66	\$0.00	\$0.00
SEWER LIEN	\$13.50	\$0.00	\$0.00
TOTAL BILLED:	\$8,848.05	\$8,234.51	\$8,199.90
Charges/Fees	\$0.00	\$15.00	\$0.00
Abatements/Exemptions	\$0.00	\$0.00	\$0.00
Payments/Credits	\$0.00	-\$6,189.32	-\$8,199.90
Interest to 03/31/2011	\$367.92	\$260.44	\$0.00
TOTAL BALANCE DUE:	\$9,215.97	\$2,320.63	\$0.00
TOTAL INTEREST PER DIEM:	\$3.2906		
OTHER UNPAID BALANCES:			
2011 UTILITY BILLING	\$43.74		

Utility charges through: DECEMBER 31, 2010 \$43.74 NOT PAID
 Paid betterments, special assessments not yet added to Taxes: None
 All the amounts listed are to be paid to the Collector. I have no
 knowledge of any other outstanding amount that constitutes a lien.

W. Sheehan
 MARILYN W. SHEEHAN
 COLLECTOR

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE