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BIDDER'S INFORMATIONAL PACKAGE 26 FAUCETT LANE EXTENSION PITTSFIELD, MASSACHUSETTS

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MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

(26 Faucett Lane Ext., Pittsfield, Massachusetts)

By virtue and in execution of the Power of Sale contained in a certain Mortgage (the "Mortgage") given by CMS HOMES, 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 May 14, 2007 and recorded on May 16, 2007 with the Berkshire Middle District Registry of Deeds in Book 3800, Page 101, 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 NOON on the 3rd day of October, 2011, on the mortgaged premises located at 26 Faucett Lane Ext., Pittsfield, Massachusetts, all and singular, the following portion of the premises described in the Mortgage (the "Mortgaged Premises"), to wit:

Parcel II: Being Lot I 14-6-506 on a Plan entitled "Building Lot Plan of Faucett Lane Extension Surveyed for CMS Homes, Inc. Pittsfield, Massachusetts, dated April 28, 2004, S.K. Design Group, Inc., Civil Engineer, 2 Frederico Drive, Pittsfield, Massachusetts 01201, recorded October 21, 2004, in the Berkshire Middle District Registry of Deeds in Plat G-311.

Subject to a sewer easement given by the Pittsfield General Electric Athletic Association, Inc., to the City of Pittsfield by instrument recorded in the Berkshire Middle District Registry of Deeds on November 13, 1997m in Book 1580, Page 1035.

Subject to pole rights of the American Telephone and Telegraph Company given by deeds dated March 14, 1900, recorded in said Registry of Deeds in Book 309, Page 489, and September 12, 1905, recorded in Said Registry of Deeds in Book 331, Page 239, insofar as the same may affect the premises.

Subject further to an easement by CMS Homes, Inc. to Western Massachusetts Electric Company and Verizon New England, Inc., their successors and assigns, for the perpetual right to lay, construct, reconstruct, maintain, operate, replace and rebuild on, across, over and under certain land surrounding the cul-de-sac of Faucett Lane Extension, as described in the Easement from CMS Homes, Inc. to Western Massachusetts Electric Company and Verizon New England, Inc., dated November 1, 2004, and recorded in the said Registry of Deeds in Book 3085, Page 239.

Being a portion of the premises conveyed to the mortgagor herein by deed of the Pittsfield General Electric Athletic Association, Inc., dated May 25, 2001, and recorded in the Berkshire Middle District Registry of Deeds in Book 1924, Page 197.

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 (\$10,000.00) 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 thirty (30) 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, MARTIN & OLIVEIRA, LLP, 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 CMS HOMES, INC., to LEE BANK, dated May 14, 2007 and recorded on May 16, 2007 with the Berkshire Middle District Registry of Deeds in Book 3800, Page 101, 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 NOON on the 3rd day of October, 2011, on the mortgaged premises located at 26 Faucett Lane Ext., Pittsfield, Berkshire County, Commonwealth of Massachusetts, all and singular, the following portion of the premises described in the Mortgage to wit:

Parcel II: Being Lot I 14-6-506 on a Plan entitled "Building Lot Plan of Faucett Lane Extension Surveyed for CMS Homes, Inc. Pittsfield, Massachusetts, dated April 28, 2004, S.K. Design Group, Inc., Civil Engineer, 2 Frederico Drive, Pittsfield, Massachusetts 01201, recorded October 21, 2004, in the Berkshire Middle District Registry of Deeds in Plat G-311.

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Massachusetts Electric Company and Verizon New England, Inc., their successors and assigns, for the perpetual right to lay, construct, reconstruct, maintain, operate, replace and rebuild on, across, over and under certain land surrounding the cul-de-sac of Faucett Lane Extension, as described in the Easement from CMS Homes, Inc. to Western Massachusetts Electric Company and Verizon New England, Inc., dated November 1, 2004, and recorded in the said Registry of Deeds in Book 3085, Page 239.

Being a portion of the premises conveyed to the mortgagor herein by deed of the Pittsfield General Electric Athletic Association, Inc., dated May 25, 2001, and recorded in the Berkshire Middle District Registry of Deeds in Book 1924, Page 197.

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: TEN THOUSAND (\$10,000.00) 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 \$10,000 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 \$10,000.00 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

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 \$10,000.00, 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: 9186
 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: I14-0006-506

26 FAUCETT LANE EXT
 PITTSFIELD

CMS HOMES INC
 %BUILDERS NETWORK INC
 549 DALTON AVE
 PITTSFIELD MA 01201

Land area : 0.49 AC
 Land Value : 63,900
 Impr Value : 0
 Land Use : 0
 Exemptions : 0
 Taxable Value: 63,900

Deed date: 05/25/2001 Book/Page: 1924/197
 Class: 130

FISCAL YEAR	2011	2010	2009
DESCRIPTION			
REAL ESTATE RESIDENTIAL	\$970.64	\$999.68	\$962.37
WATER LIEN	\$15.66	\$.00	\$.00
SEWER LIEN	\$13.50	\$.00	\$.00
TOTAL BILLED:	\$999.80	\$999.68	\$962.37
Charges/Fees	\$.00	\$15.00	\$.00
Abatements/Exemptions	\$.00	\$.00	\$.00
Payments/Credits	\$.00	\$746.45	-\$962.37
Interest to 03/31/2011	\$43.84	\$32.25	\$.00
TOTAL BALANCE DUE:	\$1,043.64	\$300.48	\$.00
TOTAL INTEREST PER ITEM:	\$.3872		
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.

MARTLYN W. SHEPHERD
 COLLECTOR

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE