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BIDDER'S INFORMATIONAL PACKAGE

251 CASCADE STREET PITTSFIELD, MASSACHUSETTS

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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.

**NOTICE OF SALE
MORTGAGEE'S SALE OF REAL ESTATE**

By virtue and in execution of the Power of Sale contained in a certain mortgage given by **MICHAEL J. CEBULA, JR and DEBORAH A. CEBULA** to **THE PITTSFIELD COOPERATIVE BANK**, dated August 4, 2008 and recorded August 5, 2008 in the Berkshire Middle District Registry of Deeds in Book 4113, Page 22, the undersigned being the present holder, for breach of the conditions of said mortgage and for the purpose of foreclosing the same, there will be sold at public auction on the 18th day of February 2011 at 10:00 AM on the mortgaged premises at 251 Cascade Street, Pittsfield, Massachusetts, all and singular the premises described in said mortgage, to wit:

Lot C11-1-208 as shown on a plan entitled as show on a plan entitled "Plan of Land Surveyed for Westbrook Farm Nominee Trust, Pittsfield, Massachusetts" by S.K. Design Group, Inc., dated April 29, 1999, and recorded with the Berkshire County (Middle District) Registry of Deeds in Plat F, No. 225 (the "Westbrook Farm Plan"), Lot No. C11-1-208.

Lot C11-1-208 is conveyed with an easement to connect to the Westbrook Sewer Main subject to and together with the benefit of that certain Low Pressure Sewer Main Easement and Covenant dated August 7, 2001 and recorded with said Deeds in Book 1981, Page 222.

Lot C11-1-208 is conveyed subject to and together with the benefit of that certain Cascade Street Declaration of Restrictive Covenants dated August 7, 2001 and recorded with said Deeds in Book 1981, Page 228, as amended by First Amendment to Declaration of Restrictive Covenants dated January 28, 2003 and recorded on January 29, 2003, with said Deeds in Book 2441, Page 197, and as amended by Second Amendment to Declaration of Restrictive Covenants dated April 2, 2004 and recorded with said Deeds in Book 2892, Page 206, and as amended by Third Amendment to Declaration of Restrictive Covenants dated March 11, 2005, and recorded with said Deeds in Book 3179, Page 179.

Lot C11-1-208 is conveyed subject to that certain Driveway Easement granted by Joseph H. Bosworth, as Trustee of the Westbrook Farm Nominee Trust to John Fans Haddad and Donna M. Sinopoli for the benefit of Lot C11-1-207 as shown on the Westbrook Farm Plan, which Driveway Easement is dated March 11, 2005 and recorded on March 18, 2005 with said Deeds in Book 3179, Page 127.

Being the same premises conveyed to Michael J. Cebula, Jr. and Deborah A. Cebula by deed of Joseph H. Bosworth, Trustee of Westbrook Farm Nominee Trust, dated December 8, 2005 and recorded December 9, 2005 in the Berkshire Middle District Registry of Deeds in Book 3407, Page 275.

Said premises will be sold subject to any and all unpaid taxes and other municipal assessments and liens, and subject to prior, liens or other enforceable encumbrances or instruments of record entitled to precedence over this mortgage, and subject to, and with the benefit of, all easements, restrictions, reservations and conditions of record and subject to 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 and 00/100 (\$10,000.00) Dollars in cash certified or bank check to be paid by the purchaser at the time and place of sale. The balance is to be paid in cash, certified or bank check and the deed shall be delivered and accepted within twenty (20) days after the public auction at the offices of Martin, Oliveira & Hamel PC, The Clocktower, 75 South Church Street, Suite 550, Pittsfield, Massachusetts.

The successful purchaser will be responsible for all closing costs, recording fees, deed stamps and shall be required to sign an Auctioneer's Memorandum of Sale containing the terms of sale.

This sale may be postponed or adjourned from time to time, if necessary, by the attorney or auctioneer for the mortgagee at the scheduled time and place of sale. The description for the premises contained in said Mortgage shall control in the event of a typographical error in this publication.

In the event that the successful bidder at the foreclosure sale fails to purchase the described premises according to the terms of this notice of sale or as provided for in the Memorandum of Sale executed at the time of foreclosure, the mortgagee reserves the right to sell the premises by foreclosure deed to the next highest bidder provided that the next highest bidder shall deposit with the mortgagee's attorney, Martin, Oliveira & Hamel PC, the amount of the required deposit and execute an agreement similar to said Memorandum of Sale, within three (3) business days after written notice of default of the previous highest bidder. Title shall be conveyed to the next highest bidder within twenty (20) days of said written notice.

Other terms, if any, to be announced at the time and place of sale.

The Pittsfield Cooperative Bank
Present Holder of said Mortgage

Attorney for The Pittsfield Cooperative Bank
Thomas J. Hamel, Esquire
MARTIN, OLIVEIRA & HAMEL, PC
The Clocktower
75 South Church Street, Suite 550
Pittsfield, Massachusetts 01201-6145
Published in the Berkshire Eagle
January 17, 24 and 31, 2011

ADDITIONAL TERMS OF MORTGAGEE'S SALE OF MORTGAGED PREMISES

1. The auctioneer shall pre-qualify bidders by inspecting their deposit checks and requiring reasonable identification of such bidders.
2. The successful bidder shall be required to execute a Memorandum of Foreclosure Sale upon acceptance of such person's bid. Copies of the Memorandum of Foreclosure Sale are available for inspection.
3. The title to the Mortgaged Premises (as defined in the Mortgagee's Notice of Sale of Real Estate) shall be that which was conveyed by mortgage deed to the Mortgagee and the purchaser shall take title to the Mortgaged Premises by the usual Foreclosure Deed, without covenants.
4. The successful bidder shall deposit the required deposit of Ten Thousand Dollars (\$10,000.00) to be paid in cash or by certified or by bank cashier's check by the successful bidder to Martin, Oliveira & Hamel, PC, as attorneys for the Mortgagee, at the time and place of the sale.
5. The successful bidder shall pay a five (5%) percent buyer's premium.
6. The BUYER shall pay the costs of its own counsel or other professionals hired by such party. BUYER shall pay the costs of all documents required to be recorded or needed to complete this transaction as well as all costs of recording and documentary stamps.
7. The Deposit shall be made with the auctioneer when the auctioneer so requires, properly endorsed if necessary, which deposit shall be forfeited if, after the Mortgaged Premises are sold to said bidder, such person refuses to execute the Memorandum of Foreclosure Sale, or if, after signing, said bidder does not perform bidder's part of the agreement. In case of forfeiture, the deposit shall become the property of the Mortgagee and such forfeiture by the bidder shall not release that person from the agreement. No interest shall be paid on said deposit or any funds held hereunder pending delivery of the Foreclosure Deed.
8. The balance of the purchase price, shall be paid on or before November 17, 2011 @ 2:00 PM and the Mortgagee shall deliver the Foreclosure Deed to the Buyer at **MARTIN, OLIVEIRA & HAMEL, PC, THE CLOCKTOWER, 75 South Church Street; Suite 550, Pittsfield, Massachusetts 01201-6145.**

9. No adjustment shall be made for real estate taxes or payments due in lieu thereof, assessments, or other municipal charges, rental payments, condominium unit assessments or other charges, liens or claims in the nature of liens, as a successful bidder shall take the property subject to all taxes, charges, assessments and liens due up to the date of delivery and recording of the Foreclosure Deed.
10. In the event that the successful bidder shall default in purchasing the Mortgaged Premises according to the terms of the Notice of Mortgagee's Sale of Real Estate and/or the terms of the Memorandum of Foreclosure Sale executed at this public auction, the Mortgagee reserves the right, at its election, to sell the property by Foreclosure Deed to the second highest bidder provided that (i) said second highest bidder shall deposit with Martin & Oliveira the amount of the required deposit and shall execute a Memorandum of Foreclosure Sale within three (3) business days after written notice to the second highest bidder of the default to the previous highest bidder and (ii) title shall be conveyed to the said second highest bidder within ten (10) days of receipt of said written notice. If the second highest bidder declines to purchase the Mortgaged Premises, the Mortgagee reserves the right to purchase the Mortgaged Premises at the amount bid by the second highest bidder.
11. The Mortgaged Premises shall be sold and conveyed without representation or warranty as to their condition, construction, or fitness for habitation, or whether they conform to applicable federal, state or local building, health and sanitary codes, or similar rules and regulations.
12. The successful bidder shall be responsible for obtaining at successful bidder's sole cost and expenses the required smoke detector certificate from the appropriate local governmental authority having jurisdiction, including with limitation, the installation of any required smoke detectors.
13. The sale is subject to the rights of redemption held by the Internal Revenue Service pursuant to the Federal Tax Lien recorded in the Berkshire County (Middle District) Registry of Deeds against Jeffrey R. Winslow as in Book 4678, Page 219 in the amount of \$15,956.16. Notice of this sale was provided to the Internal Revenue Service in accordance with the statute 26 U.S.C.A. Section 7425 on August 29, 2011.
14. The Mortgagee reserves the right to adjourn, postpone or cancel this sale up until the moment the auctioneer accepts the highest bid.

**MEMORANDUM OF FORECLOSURE SALE
(251 Cascade Street, Pittsfield, Massachusetts)**

SELLER: **THE PITTSFIELD COOPERATIVE BANK**

BUYER: _____

**BUYER'S
ADDRESS:** _____

BUYER'S EMAIL: _____

PURCHASE PRICE: _____
 (\$ _____)

DEPOSIT: **TEN THOUSAND DOLLARS (\$10,000.00)**

BALANCE DUE: _____
 (\$ _____)

1. This Agreement dated this 27th day of October , 2011, is by and between THE PITTSFIELD COOPERATIVE BANK, (the "SELLER"), having an address of 70 South Street, Pittsfield, Massachusetts 01201, holder of a mortgage given by MICHAEL J. CEBULA, JR. and DEBORAH A . CEBULA to THE PITTSFIELD COOPERATIVE BANK, dated August 4, 2008 and recorded with the Berkshire County (Middle District) Registry of Deeds in Book 4113, Page 22 (the "Mortgage"), and the BUYER.
2. The BUYER hereby acknowledges that it has this day purchased at public auction conducted by Antonio J. Marcella, upon the terms and conditions hereinafter set forth, the interest of the SELLER in certain real property located at 251 Cascade Street, Pittsfield, Massachusetts, as more particularly described in the Mortgagee's Notice of Sale attached hereto as ***Exhibit A*** (the "Premises").
3. The Premises shall be conveyed by a good and sufficient Foreclosure Deed running to the BUYER, or Buyer's nominee, without covenants or warranty.
4. The Premises will be sold subject to and with the benefit of, inter alia, all restrictions, easements, improvements, leaseholds, tenancies,

occupants, outstanding tax titles, municipal or other public taxes, condominium charges and other assessments, liens, or claims in the nature of liens, and existing encumbrances of record created prior to the Mortgage, having priority over the Mortgage or to which the Mortgage has of record been subordinated, including without limitation municipal taxes due and the rights of redemption held by the Internal Revenue Service pursuant to the Federal Tax Lien recorded in the Berkshire County (Middle District) Registry of Deeds against Michael and Deborah Cebula, Jr. in Book 04678, Page 219.

5. Any personal property located on the Premises are not included as a part of the sale and will not be conveyed to the BUYER.
6. Each party shall pay the costs of its own counsel or other professionals hired by such party. BUYER shall pay the costs of all documents required to be recorded or needed to complete this transaction as well as all costs of recording and documentary stamps. In addition, BUYER shall be responsible for all costs relative to title examination, document preparation, and closing, as well as any real estate broker's commissions which may be due.
7. BUYER has this day purchased the Premises for the PURCHASE PRICE and has paid the deposit this day. The BALANCE DUE shall be paid in cash or by certified or bank check with no intervening endorsements, on or before March 10, 2011, at 2:00 PM at **MARTIN, OLIVEIRA & HAMEL, PC.**
8. The acceptance of the Foreclosure Deed by BUYER shall be deemed to be a full performance and discharge of every agreement and obligation of SELLER.
9. If BUYER shall fail to fulfill BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be forfeited and retained by the SELLER as liquidated damages.
10. If the SELLER shall fail to fulfill SELLER'S agreements herein, all deposits made hereunder shall be refunded to the BUYER and all obligations of all the parties hereto shall cease and shall be null and void. It is the specific intention of the parties that such refund of the BUYER'S deposit shall be the BUYER'S sole remedy at law or in equity for any default by the SELLER under this Agreement.
11. The BUYER acknowledges that BUYER may be unable to obtain title insurance for the Premises without the so-called creditors' rights

exception if the title company concludes that the PURCHASE PRICE is not sufficient. The BUYER specifically acknowledges that the SELLER shall be under no duty to cause the title company to remove the creditors' rights exception from BUYER'S title policy.

12. BUYER acknowledges that BUYER has not been influenced to enter into this transaction nor has it relied upon any warranties or representations, express or implied, not set forth in this Agreement, or in the legal advertisements of this sale. Specifically, the BUYER acknowledges that the SELLER has made no representations or warranties concerning the compliance of the Premises with any and all building, zoning, environmental or other laws or ordinances (federal, state or local) which may affect the BUYER'S use and/or enjoyment of the Premises. Additionally, any improvements on the Premises are sold "AS IS, WHERE IS" and there are no warranties expressed or implied.
13. The SELLER shall not be required to take any action or to comply with any law or municipal ordinances, orders or requirements noted in or issued by any departments of building, fire labor, health or other federal, state, county, municipal or other governmental agencies having jurisdiction over or affecting the Premises on the date hereof.
14. The BUYER acknowledges that the BUYER has been informed of the existence and the provisions of the so-called Massachusetts Lead Paint Statute, Massachusetts Chapter 111, Section 197 et seq., with respect to the removal of lead paint from residential premises occupied by a child or children under six years of age. The BUYER acknowledges that the SELLER has made no representation or warranty with respect to the presence or absence of lead paint in the Premises and the BUYER agrees that the responsibility and cost, if any, of complying with said statute shall be borne solely by the BUYER.
15. No adjustment shall be made for real estate taxes or other assessments, or other municipal charges, rental payments, liens or claims in the nature of liens, as the successful bidder shall take the Premises subject to all taxes, charges, assessments and liens due up to the date of delivery and recording of the foreclosure deed.
16. All deposits with SELLER hereunder shall be held in escrow in a non-interest bearing account by MARTIN, OLIVEIRA, acknowledge that Escrow Agent is SELLER'S counsel with respect to the transaction contemplated hereunder and may continue to represent SELLER, including without limitation in the event of any dispute arising in connection with this Agreement.
17. In the event of any dispute concerning this Agreement or the

disposition of any deposits held hereunder, the Escrow Agent may turn over said deposits in any court of competent jurisdiction and thereby be relieved from any further liability respecting such deposit(s).

18. In the event of any dispute concerning the Foreclosure Sale, this Memorandum of Foreclosure Sale, or the disposition of the deposit held hereunder, the prevailing party shall be entitled to recover all reasonable attorney's fees, costs and expenses incurred in connection with such dispute.
19. The BUYER hereby waives the right to trial by jury with respect to any dispute arising in connection with this Agreement or any matter related thereto.
20. It is hereby agreed that time is of the essence of this Agreement.
21. This Agreement is executed in multiple counterparts and is to be construed as a Massachusetts contract, to take effect as a sealed instrument, and 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 cancelled, modified, or amended only by a written instrument executed by the SELLER and BUYER. If two or more persons are named herein as BUYER, their obligations hereunder shall be joint and several.

EXECUTED on the date first above written.

SELLER:

**THE PITTSFIELD COOPERATIVE
BANK**

Witness

By: _____
Michael Barbieri
Its: Vice President

BUYER:

Witness



CITY OF PITTSFIELD, 70 ALLEN ST., PITTSFIELD, MA. 01201, 413-499-9431

Date _____

TO: Mr Kielman

RE: Cebula

Name _____

Address _____

Parcel ID _____

Interest to: _____

Checks must be issued as follows: Cash, Certified Checks, Money Orders only

Do not Combine the checks

- | | | |
|----|---|----------------------|
| 1. | Commonwealth of Mass (Redemption Fee cost) | \$ <u>75.00</u> |
| 2. | City of Pittsfield -----Collector
2012 Real Estate Taxes | \$ <u>4,469.72.</u> |
| 3. | City of Pittsfield-----Collector
Water/Sewer | \$ <u>379.07</u> |
| 4. | 40 U Fines—Collector | \$ <u>— 0 —</u> |
| 5. | City of Pittsfield---Treasurer | \$ <u>33,966.49.</u> |
| 6. | City of Pittsfield—Solicitor's Office
Legal Fee | \$ <u>— 0 —</u> |

***We must also have a letter from you stating why you are paying these taxes off—(lawyer for a sale-refinance-mortgage company etc.)

Please send a copy of this with you certified checks or money orders

10/07/2011 15:30
msheehan

CITY OF PITTSFIELD
REAL ESTATE TAX STATEMENT

PG 1
txtaxstm

PARCEL: C11-0001-208

LOCATION: 251 CASCADE ST

CURRENT OWNER:

CEBULA MICHAEL J JR
CEBULA DEBORAH A
251 CASCADE ST
PITTSFIELD MA 01201

CURRENT STATUS:

ACRES: 1.219
LAND VALUATION: 93,300
BUILDING VALUATION: 472,500
EXEMPTIONS: 0
TAXABLE VALUATION : 565,800

LEGAL DESCRIPTION:
CASCADE ST

DEED DATE: 12/09/2005 BOOK/PAGE: 3407/275TE

INTEREST DATE: 10/17/2011

YEAR	TYPE	BILL		BILLED	PRIN DUE	INT DUE	TOTAL DUE
		INST	CHARGE				
2012	RE-R		2853				
	1	TXRER		2,202.34	2,202.34	65.04	2,267.38
	2	TXRER		2,202.34	2,202.34	.00	2,202.34
				4,404.68	4,404.68	65.04	4,469.72
2012	UB-U		578027				
	1	SEWER - ME		45.08	45.08	.00	45.08
		DEMAND UB		3.61	3.61	.00	3.61
				48.69	48.69	.00	48.69
				48.69	48.69	.00	48.69
2011	LIEN		39				
	1	REAL ESTAT		8,594.50	8,594.50	263.72	8,858.22
		WATER LIEN		17.13	17.13	.53	17.66
		SEWER LIEN		214.13	214.13	6.57	220.70
		DEMAND RE		15.00	15.00	.46	15.46
		INT2TAKING		797.16	797.16	24.46	821.62
				9,637.92	9,637.92	295.74	9,933.66
				9,637.92	9,637.92	295.74	9,933.66
2011	UB-U		529435				
	1	SEWER - ME		72.45	72.45	.00	72.45
		DEMAND UB		5.80	5.80	.00	5.80
				78.25	78.25	.00	78.25
				78.25	78.25	.00	78.25

10/07/2011 15:30
msheehan

CITY OF PITTSFIELD
REAL ESTATE TAX STATEMENT

PG 2
txtaxstm

YEAR	TYPE	BILL INST CHARGE	BILLED	PRIN DUE	INT DUE	TOTAL DUE
2011	UB-U	532547				
	1	SEWER - ME	98.21	98.21	.00	98.21
		DEMAND UB	7.86	7.86	.00	7.86
			106.07	106.07	.00	106.07
			106.07	106.07	.00	106.07
2011	UB-U	547699				
	1	SEWER - ME	88.55	88.55	.00	88.55
		DEMAND UB	7.08	7.08	.00	7.08
			95.63	95.63	.00	95.63
			95.63	95.63	.00	95.63
2011	UB-U	562863				
	1	SEWER - ME	46.69	46.69	.00	46.69
		DEMAND UB	3.74	3.74	.00	3.74
			50.43	50.43	.00	50.43
			50.43	50.43	.00	50.43
2010	LIEN	179				
	1	REAL ESTAT	8,632.18	8,632.18	1,854.16	10,486.34
		WATER LIEN	27.83	27.83	5.98	33.81
		SEWER LIEN	347.76	347.76	74.70	422.46
		DEMAND REA	15.00	15.00	3.22	18.22
		INT2TAKING	603.57	603.57	129.64	733.21
			9,626.34	9,626.34	2,067.70	11,694.04
			9,626.34	9,626.34	2,067.70	11,694.04
2009	LIEN	239				
	1	REAL ESTAT	8,114.51	8,114.51	2,007.62	10,122.13
		DEMAND REA	5.00	5.00	.84	5.84
		ADDCOSTS	100.00	100.00	16.83	116.83
		ADPOST FEE	5.00	5.00	.84	5.84
		ADPREP FEE	10.00	10.00	1.68	11.68
		INST PREP	10.00	10.00	1.68	11.68
		RECORD FEE	75.00	75.00	12.62	87.62
		INT2TAKING	1,692.30	1,692.30	284.87	1,977.17
			10,011.81	10,011.81	2,326.98	12,338.79
			10,011.81	10,011.81	2,326.98	12,338.79

10/07/2011 15:30
msheehan

CITY OF PITTSFIELD
REAL ESTATE TAX STATEMENT

PG 3
txtaxstm

YEAR	TYPE	BILL				
	INST	CHARGE	BILLED	PRIN DUE	INT DUE	TOTAL DUE

GRAND TOTALS			34,059.82	34,059.82	4,755.46	38,815.28

FORECLOSURE DEED

THE PITTSFIELD COOPERATIVE BANK, of Pittsfield Massachusetts, present holder of a Mortgage given by **MICHAEL J. CEBULA and DEBORAH A. CEBULA** dated August 4, 2008, and recorded in the Berkshire County Middle District Registry of Deeds in Book 4113 Page 22 by the power conferred by said Mortgage and every other power for _____ (\$ _____) **DOLLARS** paid grants to _____, having a mailing address of _____, the premises conveyed by said mortgage.

EXECUTED AS A SEALED INSTRUMENT this 27th day of October 2011.

THE PITTSFIELD COOPERATIVE BANK

By: _____
Michael A. Barbieri,
Its Vice President

Property Location: 251 Cascade Street, Pittsfield, Massachusetts, 01201

STATE OF MASSACHUSETTS

Berkshire, ss.
(Name of County)

October 27, 2011

Before me, _____ (name of notary), the undersigned notary public, personally appeared **MICHAEL A BARBIERI, Vice President of THE PITTSFIELD COOPERATIVE BANK**, and proved to me through satisfactory evidence of identification, which was a _____ (form of identification), to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

AFFIDAVIT OF SALE

I, **MICHAEL A BARBIERI**, Vice President of and on behalf of **THE PITTSFIELD COOPERATIVE BANK ("Seller")** named in the foregoing Deed, make oath and that the principal, interest, and other obligations mentioned in the mortgage above referred to were not paid or tendered when due or prior to the sale and that the Seller caused to be published on September 2, 2011, September 9, 2011 and September 16, 2011 in The Berkshire Eagle, a newspaper published or by its title page purporting to be published in Pittsfield, Berkshire County, Massachusetts and having a circulation in the City of Pittsfield, Massachusetts, a notice a true copy of which is attached hereto as ***Exhibit A***.

Said Seller has complied with Massachusetts General Laws Chapter 244, Section 14, as amended, by mailing the required notices certified mail return receipt requested to the parties entitled to such noticed.

Said Seller has complied with 26 U.S.C.A. Section 7425, as amended, by mailing the required notices to the United States Internal Revenue Service certified mail return receipt requested as the party entitled to such noticed.

Pursuant to said notice, at the time and place therein appointed, on September 30, 2011 at 2:00 PM at the mortgaged premises, 251 Cascade Street, Pittsfield, Massachusetts, said Seller did by a licensed auctioneer Ronald J. Marcella adjourn and postpone the auction by public proclamation in accordance with the notice of sale to October 27, 2011 at 2:00 PM, and Pursuant to said notice, at the time and place therein appointed, on September 30, 2011 at 2:00 PM at the mortgaged premises, 251 Cascade Street, Pittsfield, Massachusetts, said Seller did by a licensed auctioneer sold the premises at public auction by Aaron Posnik & Company (Cory Fisher), a licensed auctioneer to
for _____ (
\$ _____) **DOLLARS** bid by _____, being the highest bid
made therefore at said auction, having a mailing address of _____

Signed under the penalties of perjury as a sealed instrument this 27th day of October 2011.

MICHAEL A BARBIERI

STATE OF MASSACHUSETTS

Berkshire, ss.
(Name of County)

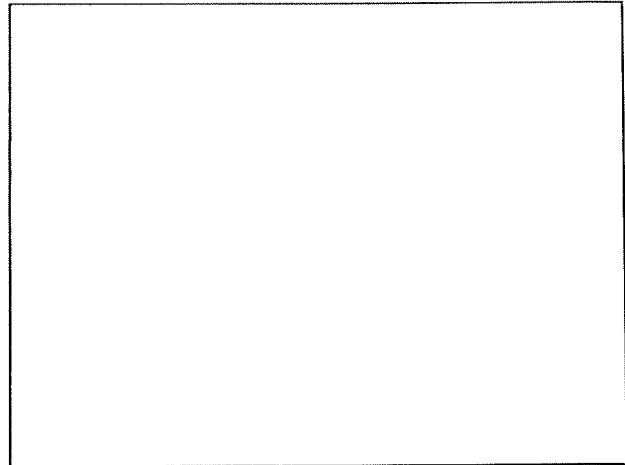
October 27, 2011

Before me, _____ (name of notary), the undersigned notary public, personally appeared **MICHAEL A BARBIERI, Vice President of THE PITTSFIELD COOPERATIVE BANK**, and proved to me through satisfactory evidence of identification, which was a _____ (form of identification), to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public:

My Commission Expires:

Property
Address:
251
Cascade
Street,
Pittsfield,
MA 01201



For Registry Use

CERTIFICATE OF ENTRY

THE UNDERSIGNED UNDER OATH HEREBY CERTIFY that on the 27th day of October, 2011, we were present and saw **MICHAEL A BARBIERI, VICE PRESIDENT of THE PITTSFIELD COOPERATIVE BANK**, 70 South Street, Pittsfield, Massachusetts 01201, the mortgagee named in a certain mortgage given by **MICHAEL J. CEBULA, JR. and DEBORAH A . CEBULA to THE PITTSFIELD COOPERATIVE BANK**, dated August 4, 2008 and recorded with the Berkshire County (Middle District) Registry of Deeds in Book 4113, Page 22, make an open, peaceable and unopposed entry on the premises having an address of 251 Cascade Street, Pittsfield, Massachusetts 01201, described in said mortgage, for the purpose, by him declared, of foreclosing said mortgage for breach of conditions thereof.

CERTIFIED and EXECUTED under SEAL this 27th day of October, 2011.

Print Name: _____

Print Name: _____

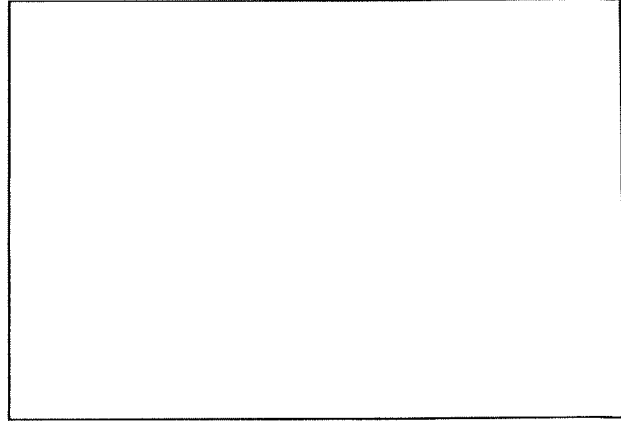
COMMONWEALTH OF MASSACHUSETTS

BERKSHIRE, SS

October 27, 2011

Then personally appeared the above named _____ and _____, made oath that the above certificate by them subscribed is true, before me, **Thomas J. Hamel**, the undersigned notary public, and proved to me through satisfactory evidence of identification, which was personal knowledge to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public: Thomas J. Hamel
My Commission Expires: March 3, 2017



**VOTE AUTHORIZING FORECLOSURE
SALE AND ENTRY**

(251 Cascade Street, Pittsfield, Massachusetts 01201)

At a meeting of the Board of Directors of **THE PITTSFIELD COOPERATIVE BANK**, a Massachusetts banking corporation, having its usual place of business at 70 South Street, Pittsfield, Massachusetts 01201, held on _____, 2011, a quorum being present, it was:

VOTED: That the acts of **MICHAEL A BARBIERI**, Vice President, in making entry and taking possession for and in the name and behalf of **THE PITTSFIELD COOPERATIVE BANK** of the premises situated at 801 South Street, Pittsfield, Massachusetts, for breach of the terms and conditions of a certain mortgage given to **MICHAEL J. CEBULA, JR. and DEBORAH A . CEBULA to THE PITTSFIELD COOPERATIVE BANK**, dated August 4, 2008 and recorded with the Berkshire County (Middle District) Registry of Deeds in Book 4113, Page 22, are hereby ratified and confirmed and for the acts of **THE PITTSFIELD COOPERATIVE BANK**; and further that the acts and deeds of **MICHAEL A BARBIERI.**, in instituting foreclosure proceedings under the statutory power of sale contained in said mortgage for breach of the terms and conditions thereof resulting in sale of said premises, are hereby ratified and confirmed as and for the acts and deed of **THE PITTSFIELD COOPERATIVE BANK**; and further that said **MICHAEL A BARBIERI**, be, and he hereby is, authorized and empowered to execute, acknowledge and deliver a Foreclosure Deed of said premises, in the usual statutory form, in the name on behalf of **THE PITTSFIELD COOPERATIVE BANK** and to sign, execute, acknowledge and deliver all instruments necessary to convey all right, title and interest of **THE PITTSFIELD COOPERATIVE BANK** in and to said premises.

A true copy.

Attest:

Clerk: _____

Seal:

COMMONWEALTH OF MASSACHUSETTS

BERKSHIRE, SS

October _____, 2011

Before me, _____, the undersigned notary public, personally appeared, _____, **Clerk of THE PITTSFIELD COOPERATIVE BANK**, and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires: