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BIDDER'S INFORMATIONAL PACKAGE

223 PINE STREET CENTERVILLE, MASSACHUSETTS

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MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage which is now held by TD BANK, N.A., said mortgage given by GARY A. GOMES and JANE B. GOMES to BANKNORTH, N.A. now known as TD Bank, N.A., dated May 11, 2004, recorded at Barnstable County Registry of Deeds in Book 18597, Page 185, 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 Monday, the 31st day of October, 2011 on the premises below described all and singular the premises described in said mortgage, said premises being therein described substantially as follows, to wit:

223 PINE STREET, CENTERVILLE, MA 02632

The land together with the buildings and other structures now or hereafter placed thereon in Barnstable (Centerville), Barnstable County, Massachusetts, bounded and described as follows:

- Northerly by the sideline of Pine Street (South County Road), as shown on hereinafter mentioned plan, One Hundred Ninety-Four and 85/100 (194.85) feet;
- Northeasterly, Easterly, Southeasterly and Southerly all by Lot 2A, as shown on said plan, a total distance of Two Hundred Forty-Three and 14/100 (243.14) feet;
- Southerly, Southwesterly and Westerly all by Lot 3A, as shown on said plan, a total distance of Two Hundred Thirty-Nine and 03/100 (239.03) feet.

Being LOT 1A, as shown on a plan entitled "plan of Land in Centerville, Ma. (Town of Barnstable) for Gail A. Darsch, Bayside Survey Corp., 89 Willow Street, Yarmouthport, Ma., Scale 1"=50', June 1982", which plan is filed with Barnstable Registry of Deeds in Plan Book 380, Page 67.

Subject to and with the benefit of a variance, notice of which is filed in the Barnstable Registry of Deeds in Book 2653, Page 296, as amended by Facts and Decisions of the Barnstable Board of Appeals dated August 2, 1979 and recorded in Book 2993, Page 160.

Including all rents, issues and profits thereof (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues and profits until default hereunder), and all fixtures now or hereafter attached to or used in connection with the premises herein described.

The above premises will be sold subject to and with the benefit of all restrictions, easements, improvements, outstanding tax titles, municipal or other public taxes, assessments, liens, or claims in the nature of liens, and existing encumbrances of record

created prior to the mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed, if any.

Five Thousand Dollars (\$5,000) will be required to be paid in cash or by certified check by the purchaser at the time and place of sale as earnest money, the balance to be paid in cash within twenty (20) business days of the date of sale.

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 next highest bidder provided that the next highest bidder shall deposit with Mortgagee's attorneys, Doherty, Wallace, Pillsbury and Murphy, P.C., the amount of the required deposit as set forth herein within three (3) business days after receiving written notice of default of the previous highest bidder and title shall be conveyed to said next highest bidder within twenty (20) business days of said written notice.

Other terms to be announced at the sale.

TD BANK, N.A. f/k/a
Banknorth, N.A.,
present holder of said mortgage

BY Gary P. Shannon
Its Attorney

Doherty, Wallace, Pillsbury
and Murphy, P.C., Attorneys
One Monarch Place, Suite 1900
Springfield, MA 01144-1900

MEMORANDUM OF SALE

Ten Thousand Dollars (\$10,000) ("Initial Deposit") received from Buyer by **TD BANK, N.A. f/k/a BANKNORTH, N.A.**, as earnest money to be applied to the purchase price of real estate located at **223 PINE STREET, CENTERVILLE, BARNSTABLE COUNTY, MASSACHUSETTS 02632**, sold this day under a power of sale contained in a mortgage given to Banknorth, N.A. and now held by TD BANK, N.A., which power of sale provides that the premises are sold subject to and with the benefit of all restrictions, easements, improvements, outstanding tax titles, mortgages, liens, right of tenants and parties in possession, unpaid taxes, municipal liens and other public taxes, assessments or liens, if any, including outstanding condominium common expense assessments or liens, if applicable.

The Buyer understands that this sale is pursuant to a public foreclosure sale; TD BANK, N.A., has no knowledge as to the condition of the premises and makes no representations or warranties relating to the premises, and the Buyer agrees to take the premises in its "AS IS" condition.

In the event the premises contains on on-site sewage system, the Buyer shall be responsible for complying with the Commonwealth of Massachusetts regulations pertaining thereto at its own cost by obtaining an inspection of the system and, if necessary, repairing and/or replacing the sewage system components in order to bring the system into compliance with the Code of Massachusetts Regulations Ch. 310.

In the event that the premises contain underground storage tank(s), the Buyer shall be responsible for complying with the applicable regulations issued by the Massachusetts Board of Fire Prevention as set forth in 527 CMR 9.00 et seq which may require removal of any existing tank(s).

Buyer acknowledges that Seller has advised Buyer that the Premises may contain lead paint and that whenever a child 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 is required by law to remove or encapsulate said paint, plaster or other material so as to make it inaccessible to a child under six years of age. Consumption of lead is poisonous and may cause serious personal injury. Whenever such residential premises containing dangerous levels of lead undergoes a change of ownership and, as a result, a child under six years of age will become a resident, the new

owner is required by law to comply with the Massachusetts lead paint laws. The Buyer, by signing this Agreement, acknowledges the receipt of the attached Lead Paint Rider.

It shall be the obligation of the Buyer to install smoke detectors and to obtain smoke detector certificates pursuant to M.G.L. Chapter 148, Section 26E.

The Buyer agrees to pay an additional sum ("additional deposit"), also in cash or by certified check, in an amount such that the total deposits, including the initial deposit, totals ten percent (10%) of the purchase price, payable within seven (7) business days of the sale; the balance to be paid in cash or by certified check within twenty (20) business days of the date of sale at the offices of Doherty, Wallace, Pillsbury and Murphy, 1414 Main Street, Springfield, Massachusetts. If said balance is not paid within twenty (20) business days, as herein provided, said earnest money shall be forfeited and become the property of TD BANK, N.A..

Buyer shall also pay directly to the auctioneer, Aaron Posnik & Associates, Inc., a buyer's premium equal to Five percent (5%) of the purchase price.

In the event that the successful bidder at the foreclosure sale shall default in purchasing the within described Premises according to the terms of the Notice of Sale and/or the terms of this Memorandum of Sale executed at the time of the foreclosure, TD BANK, N.A. reserves the right to sell the Premises by Foreclosure Deed to the next highest qualified bidder provided that the next highest qualified bidder shall deposit with Doherty, Wallace, Pillsbury and Murphy, P.C. as attorneys for TD BANK, N.A., the amount of the required deposit as set forth herein within three (3) business days after receiving written notice of default of the Buyer and title shall be conveyed to said next highest qualified bidder within twenty (20) days of said written notice. The Seller further reserves the right, at its option, and within its sole discretion, to purchase the property for the amount of the next highest qualified bid, or to reschedule the foreclosure sale under its power of sale contained in the mortgage.

If at the time for closing, the bank, as seller, is unable to convey title, this agreement shall terminate, the seller shall return the deposit to the buyer, and the seller and the buyer shall have no further obligations to one another under this agreement. However, the buyer shall have the right, by written notice to the seller at closing, to elect to perform this agreement, accepting such title as the seller may be able to give for the premises in their then condition and paying the purchase price without reduction.

Buyer shall pay and be responsible for Seller's closing attorney's fees and costs, excise tax stamps required to be affixed to the Foreclosure Deed by the Law of the Commonwealth and all recording fees in connection with the transfer of the property.

BUYER SIGNATURE

Addr.: _____

Tel: _____

Buyer's Bid \$ _____

Initial Deposit \$ 10,000.00

Add'l. Deposit \$ _____ by 11/09/11 (combined total 10%)

Balance Due \$ _____ by 11/30/11

+5% Buyer's Premium _____

TD BANK, N.A. f/k/a BANKNORTH, N.A.,

BY: _____

DATED: _____

I/We _____ hereby state that I/we am/are not employed by The Toronto-Dominion Bank or any of its subsidiaries or affiliated corporations (the "Bank") nor am I related in any way with 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.

If the above is not applicable state the nature of relationship with any of the aforementioned parties:



Municipal Lien Certificate

Office of the Collector of Taxes

Town of Barnstable

The Commonwealth of Massachusetts

State Tax Form 290
Certificate 1432
Issuance Date: January 14, 2010

Requested by:
Doherty, Wallace, Pillsbury, Murphy
One Monarch Place
Suite 1900
Springfield MA 01144

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 01/13/2010 are listed below.

Description of Property

Parcel ID 248-003-001 223 PINE STREET

GOMES, GARY A & JANE B
223 PINE ST
CENTERVILLE MA 02632

Land Area: 31,363 SF
Land Value 170,800
Impr Value 343,100
Land Use 0
Exemptions 0
Taxable Value 513,900

Deed Date: 04/15/1996 Book/Page: 10171 100
Class: 0101-RESIDENTIAL

| Fiscal Year | 2010 | 2009 | 2008 |
|-------------------------------|-----------------|-----------------|-----------------|
| CENT-OST-MMILLS FD COMMERCIAL | 27.75 | 55.50 | 55.48 |
| CENT-OST-MMILL FD RESIDENTIAL | 249.76 | 499.51 | 499.28 |
| CPA | 52.59 | 105.17 | 105.06 |
| REAL ESTATE TAX - COMMERCIAL | 157.26 | 314.51 | 312.39 |
| REAL ESTATE TAX - RESIDENTIAL | 1,595.66 | 3,191.32 | 3,189.59 |
| Total Billed | 2,083.02 | 4,166.01 | 4,161.80 |
| Charges and Fees | 0.00 | 0.00 | 0.00 |
| Abatements/Exemptions | .00 | .00 | .00 |
| Payments/Credits | 0.00 | 4,166.01 | 4,161.80 |
| Interest to: 01/28/2010 | 105.8700 | 0.0000 | 0.0000 |
| Total Balance | 2,188.89 | .00 | .00 |

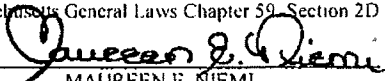
FY10 Actual bills will be issued 01/29/2010 with the 3rd quarter due 03/01/2010 and the 4th quarter due 05/03/2010. Assessments and Residential Exemptions are based on FY09 figures. New assessments will be available with the FY10 Actual tax bills. FY10 amounts are based on preliminary figures only

Total Interest Per Diem: 0.7990
Other Unpaid Balances

Tax Title 0.00

For Unpaid Betterments/Special Assessments not yet added to Tax call Assessors 508-862-4022 for a payoff amount
For Unpaid Water call 508-428-6691

All the amounts listed above are to be paid to the Collector. I have no knowledge of any other outstanding amount that constitutes a lien. Real estate parcels are subject to supplemental tax assessments under Massachusetts General Laws Chapter 59, Section 2D


MAUREEN E. NIEMI
TOWN COLLECTOR