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BIDDER'S INFORMATIONAL PACKAGE 60 MILL STREET SOUTHBRIDGE, 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 given by MONACO REALTY, LLC to MONSON SAVINGS BANK, dated May 6, 2003 and recorded in the Worcester County Registry of Deeds at Book 29944, Page 239, 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 February 14, 2012, on the mortgaged premises in Worcester County, Massachusetts, all and singular the premises described in said mortgage, and having an address of 60 Mill Street, Southbridge, Massachusetts;

TO WIT: The land in Southbridge, Massachusetts with the buildings thereon and all privileges and appurtenances thereto belonging situated Easterly of the Easterly side of Mill Street, and shown on the @Plan of Land in Southbridge, Mass. Owned by Otto Cooper, dated March 29, 1958, H.A. Racicot, Engr. @, more particularly bounded and described as follows:

Beginning at the northwesterly corner thereof at the center line of common or party wall between Building #14 as shown on said plan and the small building situated to the south of Building #14 (said latter building being hereinafter referred to as the Wheelhouse Building@);

Thence easterly by the centerline of said common wall between Building #14 and the Wheelhouse Building, 20.95 feet to a point;

Thence southwesterly by the exterior line of an easterly wall of said Wheelhouse Building, 8.2 feet to a corner of said building;

Thence easterly by the exterior line of a northerly wall of said Wheelhouse Building, 4.2 feet to another corner of said Wheelhouse Building;

Thence southwesterly by the exterior line of an easterly wall of said Wheelhouse Building, and, in part, by the extension of said line 30.22 feet to an iron pin on the northerly boundary of Right of Way #2 as shown on said plan;

Thence N. 79E58' W. By said northerly boundary of Right of Way #2, 25.02 feet to an iron pin at the point of the intersection of last-mentioned bound and the easterly boundary of Right of Way #3, all as shown on said plan, and said point of intersection being in line of the exterior line of the westerly wall of said Wheelhouse Building, as extended;

Thence northwesterly by the extension of and by the exterior line of the westerly wall of said Wheelhouse Building, 37.06 feet to the point of beginning.

Together with all rights and easements as described in a deed from Beatrice Cooper, Executrix under the will of Otto Cooper dated April 13, 1959, recorded with the Worcester Registry of Deeds in Book 4061, Page 576.

Also, a certain parcel of land with the buildings thereon situated in said Southbridge and shown on APlan of Land in Southbridge, Mass. Owned by River Machine Tool Co., et al@, dated May 7, 1956, H.A. Racicot, Engr.@ which plan is recorded with said Deeds in Plan Book 217, Plan 67, more particularly bounded and described as follows:

Beginning at the northwesterly corner thereof at the junction of the westerly wall of Building #14 and the southerly wall of Building #4;

Thence southeasterly by the centerline of a common wall of Building #4, 1, 14A and 14 for a distance of 176.67 feet to an iron pin on the westerly line of a 16 foot right-of-way shown on said plan as ARight of Way #1";

Thence S. 15E31' W. By the westerly line of Right of Way #1 for a distance of 89.07 feet to a drill hole in stone wall of the northerly line of tailrace as shown on said plan;

Thence S. 29E49' W. By the westerly line of Right of Way #1 for a distance of 37.48 feet to an iron pin on the westerly line of said Right of Way;

Thence N. 77E59' W. By land now or formerly of Otto Cooper for a distance of 129.92 feet to an iron pin at a point in line with the easterly line of Wheelhouse Building as shown on said plan;

Thence northeasterly by the exterior of the easterly wall of said Wheelhouse Building, 30.22 feet to corner of said Wheelhouse Building;

Thence westerly by the exterior line of the northerly wall of said Wheelhouse Building for a distance of 4.2 feet to another corner of said Wheelhouse Building;

Thence northeasterly by the exterior line of the easterly wall of said Wheelhouse Building for a distance of 8.2 feet to the centerline of a common wall of said Wheelhouse Building and Building #14;

Thence westerly by the centerline of said common wall, 20.95 feet to the exterior line of the westerly wall of said Building #14;

Thence northeasterly by the exterior line of the westerly wall of Building #14, 79.85 feet to the point of beginning.

Be any or all of said measurement more or less.

Also, another parcel of land in said Southbridge shown on said plan hereinabove referred to, bounded and described as follows:

Beginning at the northwesterly corner thereof at a point 16 feet easterly of the northeasterly corner of land hereinabove described (hereinafter referred to as Parcel #1) on the easterly line of Right of Way #1 as shown on said plan in line with the northerly line of said Parcel #1;

Thence easterly by a line comprising an extension of the northerly line of Parcel #1, 33.45 feet to an iron pin on the westerly bank of the Quinebaug River;

Thence southwesterly by a wall and the westerly bank of the Quinebaug River, 83.25 feet to an iron pin;

Thence S. 36E41' W., 50.43 feet to an iron pin;

Thence N. 77E59' W., 5.82 feet to an iron pin on the easterly line of Right of Way #1;

Thence N. 29E49' E. by the easterly line of said Right of Way #1, 37.62 feet to an iron pin;

Thence N. 15E31' E. by the easterly line of said Right of Way #1, 89.02 feet to the point of beginning.

Together with all of the right, title and interest of the Grantor in and to the bed of the Quinebaug River to the centerline thereof from an extension of the northerly bound of the parcel described above (said bound being marked on said plan A33.45") to an extension of the southerly bound on said last-described parcel (said bound being marked on said plan as A5.82").

Together with all rights and easements as described in a deed from Otto Cooper to Joseph R. Seremet and Walter P. Seremet dated July 17, 1956 and recorded with said Deeds in Book 3791, Page 212.

Terms of Sale: Said premises will be sold and conveyed subject to all unpaid taxes, tax titles, municipal liens and assessments, if any, which take precedence over the said mortgage above described. 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 regulations.

To qualify as a bidder, an initial deposit of Fifteen Thousand (\$15,000.00) Dollars (the "Initial Deposit") of the purchase price must be paid in cash, certified check, bank treasurer's or cashier's check at the time and place of the sale. Within ten (10) business days after the sale, the successful bidder shall pay an additional deposit sufficient to bring the aggregate deposit up to an amount equal to ten (10%) per cent of the auction price.

The deposit shall be paid by the successful bidder to Peskin, Courchesne & Allen, P.C., 101 State Street, Suite 401, Springfield, Massachusetts. ("Escrow Agent") as earnest money, by certified or bank cashier's check, unless otherwise announced at the sale. Said deposit shall be retained by the Escrow Agent as liquidated damages in the event that the successful bidder fails to perform and as a result does not consummate the sale. The successful bidder will be required to pay the balance of the purchase price plus a five (5%) percent buyer's premium payment, in addition to the bid price, within thirty (30) days from the date of sale. The deed will be delivered contemporaneously therewith. TIME WILL BE OF THE ESSENCE.

The successful bidder shall pay all recording fees and documentary stamps in connection with the transfer of the premises, and the transfer or issuance of any licenses, all real estate taxes, tax titles, and municipal charges due as of the date of sale and those due thereafter through the date of Closing, as well as all of its costs in connection with the transaction, including but not limited to title examinations and title premiums. No adjustments whatsoever will be made, whether for taxes, municipal charges, utilities or otherwise.

The successful bidder will be required to sign at the auction sale a Memorandum of Sale containing the terms of sale.

The sale may be postponed or adjourned from time to time, if necessary, by the attorney 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.

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

The description for the premises contained in said mortgage shall control in the event of a typographical error in this publication.

Monson Savings Bank, present holder of said mortgage, by its attorney,
Nyles L. Courchesne, Esq.
Peskin, Courchesne & Allen, P.C.
101 State Street, Suite 401
Springfield, MA 01103
(413) 734-1002

MEMORANDUM OF MORTGAGEE'S SALE OF REAL ESTATE

Sale Date: February 14, 2012
Property: 60 Mill Street, Southbridge, Massachusetts
Mortgagor: Monaco Realty, LLC
Mortgagee: Monson Savings Bank.
Mortgage: Worcester County Registry of Deeds Book 2994, Page 239

The Buyer, or its nominee, acknowledges purchase at public auction from the Auctioneer, on behalf of the Mortgagee, the real estate known as 60 Mill Street, Southbridge, Massachusetts described in the Mortgagee's Sale of Real Estate published in the Worcester Telegram, subject to the terms and conditions of that Notice, and to the Additional Terms and Conditions of Foreclosure Sale announced by the Auctioneer, which are incorporated herein by reference, for a bid of \$ _____. The Buyer may assign its bid to a nominee following the sale, provided the Mortgagee is first given written notice of the assignment. The nominee shall be bound by the terms of the sale documentation, as if its signature was originally set forth thereon.

The Buyer acknowledges that the Auctioneer read the Mortgagee's Sale of Real Estate and the Announcement of Other Terms and Conditions. The Buyer understood the terms of these documents, acknowledges that the sale was conducted in accordance with same, and agrees, for itself and its nominee, to be bound by the terms of same.

The Auctioneer accepts the bid of the Buyer as the highest bid at the sale, and acknowledges receipt of an initial deposit from the Buyer of \$15,000.00 Dollars; within ten (10) business days after the sale, the successful bidder shall pay an additional deposit sufficient to bring the aggregate deposit up to an amount equal to ten (10%) per cent of the auction price; which shall be forfeited to the Mortgagee in the event the Buyer fails to comply with the terms of sale. In the event the deposit is forfeited, the Mortgagee shall not be required to apply the deposit to the outstanding debt and shall be free to use same as it sees fit, and any such use shall not release the Buyer from its obligations under this Agreement, the Mortgagee reserving the right to pursue and/or cease to pursue any and all remedies, at law or in equity, for the Buyer's default under this Agreement. In the event the Mortgagee is unable or prohibited as a matter of law from completing the sale to the Buyer, the damages of the Buyer shall be limited to the return of the deposit, together with any additional sums that may have been paid to the Mortgagee by the Buyer towards the purchase price.

The Buyer agrees to pay the balance of the purchase price plus a five (5%) percent buyer's premium payment, in addition to the bid price, within thirty (30) days from the date of sale to the Mortgagee in cash, cashier's check or certified check at the office of the Mortgagee's counsel, Nyles L. Courchesne, Esq., Peskin, Courchesne & Allen, P.C., 101 State Street, Suite 401, Springfield, MA. The deed will then be delivered to the Buyer. The sale proceeds shall then be delivered to the Mortgagee, who shall convey title to the property to the Buyer by foreclosure deed in accordance with the terms and conditions of this Agreement. The acceptance of the deed by the Buyer shall be deemed to be a full performance and discharge of each and every obligation of the Mortgagee under this and the other sale

documentation.

The Buyer acknowledges that it has performed its own due diligence with respect to its purchase of the property, that it has made such inspection of the property as is desired, and the property is sold "As Is" and "Where Is", and without any representations or warranties of the Mortgagee regarding the condition of the property; compliance of the property with applicable state or local building and housing codes, regulations or ordinances; zoning or planning board regulations or ordinances; state of title; outstanding charges for water and sewer or other utilities; and/or compliance with federal, state or local environmental laws and regulations. Furthermore, the Buyer acknowledges that the property is sold subject to and with the benefit of all restrictions, easements, improvements, existing occupancies, 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 or to which the Mortgage has of record been subordinated.

The Buyer shall pay its own closing costs, title examination costs, recording costs, state excise tax stamps and recording fees necessary to complete this transaction. The Buyer acknowledges that the Mortgagee shall not be required to provide it with a smoke detector certificate under M.G.L. c 148, and the Buyer understands that it will not have an opportunity to inspect the property for the presence of any hazardous material, lead paint or asbestos if any, which may be the subject of Massachusetts General Laws 21E or Massachusetts General Laws Chapter 111 Section 190-199 and/ or regulations promulgated thereunder .

The Buyer acknowledges that it may be unable to obtain title insurance for the property without the so-called "creditors' rights exception" if the Buyer's title insurance company concludes that the purchase price is not sufficient. The Buyer acknowledges that the Mortgagee shall have no obligation to cause the title insurance company to remove the "creditors' rights exception" from the Buyer's title insurance policy, nor shall the Mortgagee be required to provide the Buyer with its appraisal of the property, if any, and that the Buyer shall be required to complete its purchase of the property even if the Buyer's title insurance company refuses to issue an insurance policy without the "creditors' rights exception".

The Buyer acknowledges that it has not been influenced by the Mortgagee to enter into this transaction nor has it relied upon any representations or warranties of the Mortgagee or any other party, expressed or implied, not set forth in this Agreement, in the Mortgagee's Sale of Real Estate, or in the Announcement of Other Terms and Conditions of Foreclosure Sale. Furthermore, the Buyer acknowledges that any promotional advertising done by the Mortgagee in anticipation of the sale was based upon information available to the Mortgagee from public sources, that the Mortgagee makes no representation or warranty as to the accuracy or completeness of said information, and the Buyer accepts said property in its "as is" condition, notwithstanding the contents of any such advertising.

From the date of execution of this Agreement until the delivery and recording of the foreclosure deed, the Buyer shall indemnify, defend and hold the Mortgagee harmless for any loss or liability incurred while the Mortgagee is in possession of the property. The Buyer is advised to obtain insurance coverage for the property if it deems such coverage appropriate. No personal property of any nature is included in this sale, unless specified herein to the contrary.

Time is of the essence to this Agreement.

Executed as a sealed instrument on February 14, 2012

Buyer:

Signature

Name (print)

Signature

Name (print)

Address

Telephone No.

Monson Savings Bank
By its Attorneys

Nyles L. Courchesne
Peskin, Courchesne and Allen, P.C.
101 State Street, Suite 401
Springfield, MA 01103
413-734-1002

Auctioneer

ANNOUNCEMENT OF OTHER TERMS AND CONDITIONS OF FORECLOSURE SALE
AT PUBLIC AUCTION OF THE PREMISES DESCRIBED IN A MORTGAGE GIVEN BY
MONACO REALTY, LLC TO MONSON SAVINGS BANK, OF THE PREMISES
DESCRIBED IN SAID MORTGAGE AND KNOWN AS 60 MILL STREET, SOUTHBRIDGE,
MASSACHUSETTS

You have heard the reading of the Mortgagee's Sale of Real Estate.

This real estate is being sold at public auction for the purpose of foreclosing the mortgage given by MONACO REALTY, LLC as specified in the Mortgagee's Sale of Real Estate, and will be sold to the highest bidder who complies with the terms of that notice and of this Announcement, and makes the required initial deposit of \$15,000.00 Dollars, and signs the Memorandum of Mortgagee's Sale of Real Estate. This Announcement, the Mortgagee's Sale of Real Estate, and the Memorandum of Mortgagee's Sale of Real Estate are referred to throughout this announcement as the "Sale Documents".

The premises described in the mortgage are being sold:

1. Subject to any facts that would be disclosed by an accurate survey of the premises.
2. Subject to any facts disclosed by an environmental survey of the premises pursuant to Massachusetts General Laws Chapter 21E, and to all laws, rules and regulations relating to environmental matters and hazardous waste material.
3. Subject to all pertinent state or municipal rules, regulations, codes and bylaws applicable to the premises.
4. Subject to and with the benefit of all restrictions, rights of way, easements, riparian rights and rights of flowage of record to the extent the same are in force and applicable, 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 and having preference over the mortgage, if any.

We have obtained a municipal lien certificate dated * _____, 2012 and on information and belief, outstanding taxes, utility charges and other charges due totaled \$* _____ as of that date. We have also obtained an updated statement from the Town of Southbridge's on-line tax database, a screen shot of which shows the outstanding tax as of * _____ to be * _____. Both documents are attached to the bidding package that you have received.

* Tax information will be provided

There may be additional taxes, water and sewer charges due, plus interest and charges on this amount as of the day of closing. Neither the Mortgagee nor the Auctioneer make any warranty or representation as to the accuracy or completeness of this tax, water and sewer information, and the payment of the amount recited will be the sole responsibility of the high bidder. The high bidder will be responsible for all recording costs, for the cost of Massachusetts revenue documentary tax stamps, and for all of its closing costs. Title to the property will be conveyed by Foreclosure Deed under statutory power of sale, subject to all matters of record and matters specified in the Sale Documents.

This sale is subject to any Bankruptcy petition previously filed by the Mortgagor and still in effect.

The sale is subject to any redemption rights of the United States Government allowed by law with regard to any Federal Tax Lien.

The property is being sold in "As Is" condition and as presently occupied, and the high bidder has made such inspection of the property as desired, and the property is acceptable in its "As Is" condition. The Mortgagee makes no representations or warranties as to the following matters: the condition of the property; compliance of the property with applicable state or local building and housing codes, regulations or ordinances; zoning or planning board regulations or ordinances; state of title; outstanding charges for water and sewer or other utilities; compliance with federal, state or local environmental, health and safety laws and regulations; and the amount owed to the holder of a senior mortgage, if any.

The Mortgagee may bid at the sale through its authorized agent, who will not be required to pay the deposit specified in the Mortgagee's Sale of Real Estate. The sale shall not be complete until the high bidder has paid the required deposit and signed the Sale Documents where necessary.

The high bidder shall forfeit its deposit if it defaults in its purchase of the property according to the terms of the Sale Documents. The Mortgagee may then, at its option, sell the property to the second high bidder, provided that the second high bidder pays the required deposit to the Mortgagee's attorney within three (3) business days of being notified in writing of the default of the high bidder. The second high bidder shall then be required to complete its purchase of the property within thirty (30) days of the date of the notice, and in accordance with the terms of the Sale Documents. In the event that both the high bidder and the second high bidder default in their purchase of the property according to the terms of the Sale Documents, or should either party fail to close on the property for any reason, the Mortgagee may then, at its option, acquire title to the Property for the amount bid by the second high bidder.

All bidders should take into consideration that this sale is subject to all of the foregoing, and that time is of the essence of this Announcement and of each and every term of the Sale Documents.

Executed as a sealed instrument on February 14, 2012,

BUYER/HIGH BIDDER

Signature

Name (print)

Address

Telephone No.

AUCTIONEER

Monson Savings Bank.
By its Attorneys

Nyles L. Courchesne, Esq.
Peskin, Courchesne and Allen, P.C.
101 State Street, Suite 401
Springfield, MA 01103
413-734-1002