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BIDDER'S INFORMATIONAL PACKAGE

135 MAIN STREET NORTHAMPTON (*LEEDS*), 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 MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Walko Management, Inc. to Northampton Golf, Inc., said mortgage being dated May 26, 2005, and recorded in the Hampshire County Registry of Deeds in Book 8276, Page 344, 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 1:00 o'clock P.M. on March 8, 2012, upon the premises described in said mortgage, namely 135 Main Street, (Leeds) Northampton, Hampshire County, Massachusetts, all and singular the premises described in said mortgage, to wit:

"The unit ("Unit") known as the "Golf Unit" in the Fairway Village Condominium, Spring Street, (Leeds) Northampton, Hampshire County, Massachusetts. The Unit is part of a condominium established by Fairway Village, Inc. pursuant to Massachusetts General Laws, Chapter 183A, by Master Deed dated February 21, 1985, recorded in the Hampshire County Registry of Deeds in Book 2539, Page 220, and amended by a "MASTER DEED AMENDMENT adding Phase 1B to Fairway Village Condominium", dated September 20, 1985 recorded in said Registry in Book 2631, Page 324, and further amended by a "MASTER DEED AMENDMENT adding Phase 2 to Fairway Village Condominium", dated April 25, 1986, recorded in said Registry in Book 2746, Page 210, and further amended by a "MASTER DEED AMENDMENT adding Phase 3A to Fairway Village Condominium", dated December 18, 1986, recorded in said Registry in Book 2876, Page 49, and further amended by a "MASTER DEED AMENDMENT adding Phase 3B to Fairway Village Condominium", dated April 14, 1987, recorded in said Registry in Book 2959, Page 140, and further amended by a "MASTER DEED AMENDMENT adding Phase 4 to Fairway Village Condominium", dated November 30, 1987, recorded in said Registry in Book 3098, Page 1, and further amended by a "MASTER DEED AMENDMENT adding Phase 5 to Fairway Village Condominium", dated September 19, 1988, recorded in said Registry in Book 3258, Page 186, and further amended by a "MASTER DEED AMENDMENT adding Phase 6 to Fairway Village Condominium", dated September 24, 1990, recorded in said Registry in Book 3625, Page 60, and as further amended by two additional instruments, both entitled "RELEASE OF EXCLUSIVE USE OF COMMON AREA" and both executed by Richard C. Caparso, the first being recorded in said Registry in Book 3098, Page 10, and the second being recorded in said Registry in Book 3625, Page 70, said Master Deed as amended being hereinafter referred to as the "Master Deed", along with the various plans which are more fully described in Master Deed. The Unit is shown on the plans recorded simultaneously with said Master Deed in said Registry in Plan Book 131, Pages 30 through 33, inclusive, which plans include the buildings, structures and improvements found within the area designated as "Golf Unit" on said plans.

Said Unit is conveyed TOGETHER WITH:

1. An undivided 4.260% interest in the common areas and facilities of the Property described in said Master Deed ("Common Elements") attributable to the Unit; and
2. An easement for the exclusive use of the Golf Common Area as defined in said Master Deed.

Said Unit is further conveyed together WITH THE BENEFIT OF and SUBJECT TO the covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, limitations on title and all other provisions contained in or created by Massachusetts General Laws, Chapter 183A as most recently amended, or set forth in the Master Deed for Fairway Village Condominium; in the related Declaration of Trust and By-Laws creating the Fairway Village Condominium Trust, dated February 21, 1985, recorded in Book 2539, Page 243; in any instrument creating the estate or interest described herein; and in any other allied instrument referred to in any of the aforesaid instruments.

Being the same premises conveyed to Walko Management, Inc. by deed of Northampton Golf, Inc. dated May 26, 2005, and recorded in the Hampshire County Registry of Deeds in Book 8276, Page 344.”

Said premises will be sold subject to and/or with the benefit of any and all restrictions, easements, improvements, covenants, outstanding tax title, municipal or other public taxes, assessments, liens or claims in the nature of liens, rights of parties in possession, and existing encumbrances of record created prior to the mortgage, if any there be.

No representations, express or implied, are made with respect to any matter concerning the premises which will be sold "as is".

The successful high bidder will be responsible for paying the Massachusetts State Documentary Tax Stamps, all closing costs and all recording fees.

TERMS OF SALE: The highest bidder in the sale shall be required to deposit cash, bank treasurer's check or certified check in the amount of **FIFTY THOUSAND DOLLARS (\$50,000.00)** at the time and the place of the sale of the premises to qualify as a bidder (the present holder of the mortgage is exempt from this requirement) to be held by the Mortgagee. The successful bidder will also be required to deposit a sum equal to ten percent (10%) of the amount bid (less the \$50,000.00 deposit) with the Mortgagee's auctioneer, Aaron Posnik & Co., Inc., 83 State Street, Springfield, Massachusetts 01103 within five (5) days of the date of the sale at the time and place of the sale of the premises to be held by the Mortgagee, and the balance of the purchase price shall be paid in cash, certified or bank treasurer's check at the closing which shall occur within thirty (30) days after the date of foreclosure sale, time being of the essence, unless the Mortgagee agrees otherwise. The successful bidder at the sale shall be required to sign a Memorandum of Terms of Sale containing the above terms at the auction sale.

In the event that the successful bidder at the public auction shall default in purchasing the within described property according to the terms of this Notice of Mortgagee's Sale and/or the terms of the Memorandum of Sale executed at the public auction, the Mortgagee reserves the right, at its election, to sell the property to the second highest bidder at the public auction provided that Mortgagee, in its discretion, may require (1) said second highest bidder to deposit the amount of the required deposit as set forth herein within three (3) business days after written notice to the second highest bidder of the default of the previous highest bidder, (2) the second highest bidder to execute a Memorandum of Sale, and (3) the closing to occur within twenty (20) days of said written notice,

time being of the essence unless the Mortgagee agrees otherwise. The Mortgagee reserves the right to sell any parcel or any portion thereof separately, or in any order that Mortgagee may choose and/or to postpone this sale to a later time or date by public proclamation at the time and date appointed for the sale and to further postpone any adjourned sale date by public proclamation at the time and date appointed for the adjourned sale date.

Other terms, if any, 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.

NORTHAMPTON GOLF, INC.,
Present Holder of said Mortgage

By _____
Mark A. Tanner, Its Attorney

BACON WILSON, P.C.
33 State Street
Springfield, MA 01103

February 16, 23, March 1

MEMORANDUM OF SALE

This Memorandum of Sale is made this _____ day of March, 2012, by and among Northampton, Golf, Inc. a Massachusetts Business Corporation with a usual place of business at P.O. Box 303, Leeds, Hampshire County, Massachusetts, and Aaron Posnick & Co., Inc. 83 State Street, Springfield, Hampden County, Massachusetts 01103 (the "Auctioneer") and _____ (the "Buyer or Purchaser").

Subject to and in accordance with the terms and conditions set forth in that certain Notice of Sale attached hereto as **Exhibit A** and incorporated herein by reference, and as supplemented by further terms set forth below, or in the Additional Terms of Sale attached hereto as **Exhibit B**, the Buyer hereby agrees to purchase the Property more fully described in said **Exhibit A** ("Property" or "Premises").

The Property shall be conveyed by the usual mortgagee's deed under the statutory power of sale. The Property shall be conveyed subject to any outstanding tenancies and/or leases, the rights of parties in possession, any tax titles, municipal taxes and assessments, any outstanding water or sewer bills or liens, and the provisions of applicable state and local law, including building codes, zoning ordinances and Massachusetts General Laws Chapter 21E. Where applicable, the Property shall be conveyed subject to unpaid condominium fees pursuant to Massachusetts General Laws Chapter 183A, as amended.

The successful bidder at the sale shall be required to sign a Memorandum of Terms of Sale containing the above terms at the auction sale. The bid price for which the Property has been sold to the Buyer is \$ _____, of which \$50,000.00 has been paid this day in accordance with the terms of the mortgagee's notice of sale. The sale shall not be deemed completed until the Buyer has made his or her deposit and has signed this Memorandum of Sale. The balance of the purchase price shall be paid at Bacon Wilson, P.C. 31 Trumbull Road, Northampton, Massachusetts by certified or bank check on or before 11:00 a.m. on the thirtieth (30th) day following the sale, provided that such day is one on which the Registry of Deeds is open for business, and if not, then on the next day on which said Registry is open for business. Time is of the essence of this agreement unless the Mortgagee agrees otherwise in writing. The Buyer shall pay all recording costs, including, but not limited to, all recording fees and excise tax stamps.

The successful bidder will also be required to deposit a sum equal to ten percent (10%) of the amount bid (less the \$50,000.00 deposit) with the Mortgagee's auctioneer, Aaron Posnick & Co., Inc., 83 State Street, Springfield, Massachusetts 01103 within five (5) days of the date of the sale at the time and place of the sale of the Premises to be held by the Mortgagee.

The Purchaser is buying subject to "GUARANTEED PERFORMANCE" of the amount bid and entered on the Memorandum of Sale. Guaranteed performance is understood to mean that in the event of default, by Purchaser, necessitating a resale at public auction for any lesser amount, Purchaser will pay the difference between his/her bid and that of the resale bid, if any, and further agrees to pay all costs of collecting said deficiency, if such is needed, to include reasonable attorneys fees, court costs and witness fees. The Purchaser shall have no claim to any excess that may be created by a resale.

In the event the Mortgagee cannot convey title to the Property as stipulated, the deposit, and if applicable, the balance of the purchase price shall be refunded and all rights hereunder shall cease, and the Buyer shall have no recourse against the Mortgagee whether at law or in equity, the Auctioneer or its employees, agents and representatives, even if the inability to convey or delay in the conveyance of title is the result of some error, act or omission of the Mortgagee, its employees or agents.

The Buyer acknowledges that from and after this date he or she shall have the sole risk of loss, and the Mortgagee shall have no responsibility for maintaining insurance on the Premises. If the Property is damaged by fire or other casualty prior to the closing, Buyer shall accept a deed to the Property and an assignment of so much of the insurance proceeds, if any, as has not been used in the restoration of the Property prior to the Closing, to the extent any such proceeds may be available to the Mortgagee, Buyer paying therefore the full balance of the bid price.

The Property shall be conveyed in "as is" condition. The Buyer acknowledges that Buyer has not been influenced to enter this transaction by, nor has it relied upon, any warranties or representations of the Mortgagee or the Auctioneer not set forth or incorporated in this Memorandum. No personal property of any nature is included in this conveyance except as expressly set forth herein. If, as of this date, there is any tenant or occupant in residence, the Buyer, if he or she wishes to evict such tenant or occupant, must do so at his or her own expense.

The Buyer shall assume responsibility for and costs relating to compliance with Title V of the State Environmental Code, state and city requirements regarding smoke detection equipment, and lead paint regulations, all as applicable. Mortgagee makes no warranties or representations regarding the Property's current compliance with any state or local regulations or laws.

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 second highest bidder provided that the second highest bidder shall deposit the amount of the required deposit with Bacon Wilson, P.C. 31 Trumbull Road, Northampton, Massachusetts three (3) business days after written notice of default of the previous highest bidder and title shall be conveyed to said second highest bidder within twenty (20) days of said written notice.

In the event of a conflict between the terms of this Memorandum of Sale and the Additional Terms of Sale attached hereto as **Exhibit B**, then the terms of this Memorandum of Sale shall govern this transaction.

I, the undersigned Buyer, acknowledge that I have been given a copy of this Memorandum of Sale.

Witness our hands and seals this _____ day of March, 2012.

Buyer

Mortgagee
By:

Printed Name:

Address:

Telephone Number:

Auctioneer
By:

Exhibit A

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Walko Management, Inc. to Northampton Golf, Inc., said mortgage being dated May 26, 2005, and recorded in the Hampshire County Registry of Deeds in Book 8276, Page 348, 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 1:00 o'clock P.M. on March 8, 2012, upon the premises described in said mortgage, namely 135 Main Street, (Leeds) Northampton, Hampshire County, Massachusetts, all and singular the premises described in said mortgage, to wit:

"The unit ("Unit") known as the "Golf Unit" in the Fairway Village Condominium, Spring Street, (Leeds) Northampton, Hampshire County, Massachusetts. The Unit is part of a condominium established by Fairway Village, Inc. pursuant to Massachusetts General Laws, Chapter 183A, by Master Deed dated February 21, 1985, recorded in the Hampshire County Registry of Deeds in Book 2539, Page 220, and amended by a "MASTER DEED AMENDMENT adding Phase 1B to Fairway Village Condominium", dated September 20, 1985 recorded in said Registry in Book 2631, Page 324, and further amended by a "MASTER DEED AMENDMENT adding Phase 2 to Fairway Village Condominium", dated April 25, 1986, recorded in said Registry in Book 2746, Page 210, and further amended by a "MASTER DEED AMENDMENT adding Phase 3A to Fairway Village Condominium", dated December 18, 1986, recorded in said Registry in Book 2876, Page 49, and further amended by a "MASTER DEED AMENDMENT adding Phase 3B to Fairway Village Condominium", dated April 14, 1987, recorded in said Registry in Book 2959, Page 140, and further amended by a "MASTER DEED AMENDMENT adding Phase 4 to Fairway Village Condominium", dated November 30, 1987, recorded in said Registry in Book 3098, Page 1, and further amended by a "MASTER DEED AMENDMENT adding Phase 5 to Fairway Village Condominium", dated September 19, 1988, recorded in said Registry in Book 3258, Page 186, and further amended by a "MASTER DEED AMENDMENT adding Phase 6 to Fairway Village Condominium", dated September 24, 1990, recorded in said Registry in Book 3625, Page 60, and as further amended by two additional instruments, both entitled "RELEASE OF EXCLUSIVE USE OF COMMON AREA" and both executed by Richard C. Caparso, the first being recorded in said Registry in Book 3098, Page 10, and the second being recorded in said Registry in Book 3625, Page 70, said Master Deed as amended being hereinafter referred to as the "Master Deed", along with the various plans which are more fully described in Master Deed. The Unit is shown on the plans recorded simultaneously with said Master Deed in said Registry in Plan Book 131, Pages 30 through 33, inclusive, which plans include the buildings, structures and improvements found within the area designated as "Golf Unit" on said plans.

Said Unit is conveyed TOGETHER WITH:

1. An undivided 4.260% interest in the common areas and facilities of the Property described in said Master Deed ("Common Elements") attributable to the Unit; and

2. An easement for the exclusive use of the Golf Common Area as defined in said Master Deed.

Said Unit is further conveyed together WITH THE BENEFIT OF and SUBJECT TO the covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, limitations on title and all other provisions contained in or created by Massachusetts General Laws, Chapter 183A as most recently amended, or set forth in the Master Deed for Fairway Village Condominium; in the related Declaration of Trust and By-Laws creating the Fairway Village Condominium Trust, dated February 21, 1985, recorded in Book 2539, Page 243; in any instrument creating the estate or interest described herein; and in any other allied instrument referred to in any of the aforesaid instruments.

Being the same premises conveyed to Walko Management, Inc. by deed of Northampton Golf, Inc. dated May 26, 2005, and recorded in the Hampshire County Registry of Deeds in Book 8276, Page 344."

Said premises will be sold subject to and/or with the benefit of any and all restrictions, easements, improvements, covenants, outstanding tax title, municipal or other public taxes, assessments, liens or claims in the nature of liens, rights of parties in possession, and existing encumbrances of record created prior to the mortgage, if any there be.

No representations, express or implied, are made with respect to any matter concerning the premises which will be sold "as is".

The successful high bidder will be responsible for paying the Massachusetts State Documentary Tax Stamps, all closing costs and all recording fees.

TERMS OF SALE: The highest bidder in the sale shall be required to deposit cash, bank treasurer's check or certified check in the amount of **FIFTY THOUSAND DOLLARS (\$50,000.00)** at the time and the place of the sale of the premises to qualify as a bidder (the present holder of the mortgage is exempt from this requirement) to be held by the Mortgagee. The successful bidder will also be required to deposit a sum equal to ten percent (10%) of the amount bid (less the \$50,000.00 deposit) with the Mortgagee's auctioneer, Aaron Posnik & Co., Inc., 83 State Street, Springfield, Massachusetts 01103 within five (5) days of the date of the sale at the time and place of the sale of the premises to be held by the Mortgagee, and the balance of the purchase price shall be paid in cash, certified or bank treasurer's check at the closing which shall occur within thirty (30) days after the date of foreclosure sale, time being of the essence, unless the Mortgagee agrees otherwise. The successful bidder at the sale shall be required to sign a Memorandum of Terms of Sale containing the above terms at the auction sale.

In the event that the successful bidder at the public auction shall default in purchasing the within described property according to the terms of this Notice of Mortgagee's Sale and/or the terms of the Memorandum of Sale executed at the public auction, the Mortgagee reserves the right, at its election, to sell the property to the second highest bidder at the public auction provided that Mortgagee, in its discretion, may require (1) said second highest bidder to deposit the amount of the

required deposit as set forth herein within three (3) business days after written notice to the second highest bidder of the default of the previous highest bidder, (2) the second highest bidder to execute a Memorandum of Sale, and (3) the closing to occur within twenty (20) days of said written notice, time being of the essence unless the Mortgagee agrees otherwise. The Mortgagee reserves the right to sell any parcel or any portion thereof separately, or in any order that Mortgagee may choose and/or to postpone this sale to a later time or date by public proclamation at the time and date appointed for the sale and to further postpone any adjourned sale date by public proclamation at the time and date appointed for the adjourned sale date.

Other terms, if any, 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.

NORTHAMPTON GOLF, INC.,
Present Holder of said Mortgage

By _____
Mark A. Tanner, Its Attorney

BACON WILSON, P.C.
33 State Street
Springfield, MA 01103

February 16, 23, March 1

EXHIBIT B

ADDITIONAL TERMS OF SALE

1. The owners of the Premises, the Auctioneers and all parties for whom the Auctioneer may be acting, shall not be liable to any/all persons while you are in, on or about the Premises. ALL PERSONS ARE UPON THESE PREMISES AT THEIR OWN RISK.
2. The Auctioneer reserves the following:
 - (1) the right to re-offer the listed parcel, opening at the last bid, in the event two or more bidders claim to be the successful Bidder.
 - (2) the right to bid for and on behalf of any Purchaser and the Mortgagee.
 - (3) the right to accept or reject any and all bids.
3. No items of personal property, including but not limited to any liquor license are included in this sale and the Mortgage Holder as seller makes no warranties or representations relative to the legal status of any property affixed to the real estate being sold today (hereinafter referred to as "the Premises"), nor are there any warranties or representations made relative to the extent or existence of any occupancies, tenancies or leases, security or rental deposits of any nature, status of the title, utilities, condition of the Premises, or compliance or non-compliance with any law ordinance, by-law or other governmental regulation affecting, restricting, prohibiting or otherwise regulating the occupancy, use or enjoyment of the Premises, the character, dimensions, location or condition of any present or future improvement now existing or hereafter planned for the Premises, or a separation in ownership or change in the dimensions or area of the Premises, including, without limiting the generality of the foregoing, Zoning Laws, State Building Code, Wetland and Rivers and Protection Acts, Subdivision Control Laws and Hazardous Waste Laws, or otherwise.
4. The successful bidder will be required to execute in duplicate the Auctioneer's Memorandum of Sale at Public Auction (hereinafter referred to as the "Memorandum of Sale"), copies of which are available here for anyone to inspect prior to the commencement of bidding.
5. At the close of bidding, if the successful bidder either fails to pay the required deposit to me, or having paid that deposit, fails to execute the Memorandum of Sale, I reserve the right to commence the bidding again. I therefore strongly recommend that all bidders remain after the close of bidding until the successful bidder has paid the deposit to me and executed the Memorandum of Sale.

6. If the successful bidder, after signing the Memorandum of Sale, fails to perform such successful bidder's obligations thereunder, the deposit shall be retained and become the property of the Mortgage Holder. Such retention of the deposit shall not release such successful bidder from its obligations under the Memorandum of Sale should the Mortgage Holder decide to pursue same. The Mortgage Holder reserves the right to pursue and/or cease to pursue any and all rights and remedies from time to time available to it. In the event of such default by the successful bidder, the Mortgage Holder reserves the right to sell the Premises by foreclosure deed to the next highest bidder provided that next highest bidder, no later than three (3) business days after receipt of written notice of the default of the previous high bidder, deposits with the Mortgage Holder's attorney the amount of the required deposit as set forth in the Mortgagee's Sale of Real Estate.
7. The Mortgage Holder makes no representations or warranties as to the accuracy, completeness and usefulness of any document evidencing the amount of any lien against the Premises foregoing or as to the extent to which such amounts constitute a lien against the Premises. Any and all municipal taxes and other municipal charges and assessments now or hereafter due to the Town of Northampton, together with all interest, fees and costs relating thereto through the date of payment, shall to the extent constituting a municipal lien against the Premises, be the responsibility of the successful bidder.
8. Verbal descriptions by the Mortgagee, the Auctioneer or anyone connected with this sale shall not invalidate nor become part of this sale, as the Purchaser, by bidding here today acknowledges that he/she has examined these Premises to his/her satisfaction and accepts all known and unknown defects.
9. The Mortgagee and all parties for whom the Auctioneer may be acting shall not be liable for any reason whatsoever as to the accuracy of description of the listed Premises, the bounds, area involved, building and/or buildings, taxes and encumbrances of every name and nature.
10. Notice is hereby given that the Mortgage Holder may bid at the sale through its authorized agent and that the Mortgage Holder shall not be required to furnish at any time the deposit otherwise required by the terms thereof.
11. The Premises are being sold in "AS IS" condition, and subject to all known and unknown defects, with no representation or warranty (whether express or implied) of any kind with respect thereto, including without limitation, any warranty or representation as to construction, fitness for habitation or condition, or as to the existence of any flood hazards with respect to the Premises, or as to the existence on or under the Premises of any oil or other hazardous material, asbestos, urea formaldehyde foam insulation, lead paint or aboveground or underground storage tanks for heating oil or other materials, and subject to all laws, rules, regulations, codes and by-laws applicable to the Premises, including

but not limited to, those relating to environmental, zoning, building or occupancy matters.

12. Purchaser acknowledges that the Premises are being sold in an "AS IS" and "WHERE IS" condition, without any representation or warranty whether express, implied, or imposed by law. 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 MORTGAGEE'S right or interest. Purchaser also acknowledges that Purchaser has not been influenced to enter into this transaction nor has it relied upon any warranties or representations of any kind, whether express or implied, including, without limitation, warranties as to merchantability of fitness for any particular purpose. In addition, Purchaser acknowledges that Purchaser shall be obligated to obtain all necessary certificates, permits or approvals in connection with the sale, construction, development, use or occupancy of the Premises
13. The Premises are being sold subject to the rights of all existing tenants, occupants, and others claiming possession, if any. No representation is made by the mortgage holder as to whether the present tenancies are subject to rent control, or what, if any, the monthly income rental income is from such tenancies.
14. To the extent the Premises involve any on site sewage disposal system, the successful bidder is hereby notified of the inspection and upgrade requirements contained in Title V of the Massachusetts laws, and the regulations thereunder (including, without limitation, Sections 15.300 through 15.305 of Volume 310 of the Code of Massachusetts Regulations), with respect to any of such on site sewage disposal system, and the successful bidder hereby agrees that the successful bidder and not the Mortgage Holder, shall be solely responsible for the full and timely compliance with all such inspection and upgrade requirements.
15. The Purchaser, if needed, will be responsible for installation of fire and smoke detector devices in compliance with Massachusetts General Laws.
16. The Purchaser will be required to sign a notification certification that he/she has been properly advised as to the fact that the structure being sold, if built prior to January 1, 1978, may have lead paint contamination. The Purchaser will be responsible for compliance with Massachusetts lead paint laws and regulations. In addition, the Mortgagee makes no representation if the Premises contains asbestos, radon or any other contaminant. Purchaser shall take the premises AS-IS.
17. Again, the Premises will be conveyed by the usual mortgagee's deed under the statutory Power of Sale, subject to the aforesaid, subject to the terms set forth in the legal notice which I have just finished reading and subject to the terms of the

Memorandum of Sale. The balance of the purchase price must be paid in cash or by certified or bank cashier's check at the law office of Bacon Wilson, P.C. as attorneys for the Mortgage Holder, at 31 Trumbull Road, Northampton, Massachusetts 01060. TIME BEING OF THE ESSENCE, with the Deed to be transferred contemporaneously with the receipt by the Mortgage Holder's attorneys of such payment. No adjustments of any kind shall be made to the purchase price. The successful bidder will be responsible for the payment of all outstanding tax titles, municipal liens, water, sewer or other assessments against the Premises. The successful bidder will also be responsible for the payment of such successful bidder's own closing costs and for all the Massachusetts deed excise stamps and recording fees applicable to the purchase of the Premises by such successful bidder.

18. The acceptance of the foreclosure deed by the Purchaser shall be deemed to be a full performance and discharge of every agreement and obligation of the mortgagee.
19. The Auctioneer requests that all qualified bidders, please remain on the premises even after the parcel is declared as sold, as the auction proceedings are not complete until the deposit as stipulated in the newspaper advertisement has been accepted by the Auctioneer, the Attorney and/or the Parties in Interest and the Memorandum of Sale has been signed.
20. **ACCEPTANCE OF TERMS. ALL BIDDERS, BY BIDDING AT THIS AUCTION SALE SHALL BE DEEMED TO HAVE READ, HEARD AND UNDERSTOOD ALL THE AFOREMENTIONED TERMS AND CONDITIONS OF THIS AUCTION AND BY BIDDING, AGREE TO ABIDE BY SUCH RULES, REGULATIONS, TERMS AND CONDITIONS.**

Executed as a sealed instrument this 8th day of March, 2012.

Auctioneer

Purchaser

State Tax Form 290
 Certificate: 615
 Issuance Date: 02/27/2012

MUNICIPAL LIEN CERTIFICATE
 CITY OF NORTHAMPTON
 COMMONWEALTH OF MASSACHUSETTS

Requested by ATTORNEYS BACON & WILSON

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 02/27/2012 are listed below.

DESCRIPTION OF PROPERTY

Parcel ID: 10D-046-001

135 MAIN ST

WALKO MANAGEMENT INC
 P O BOX 508
 LEEDS MA 01053

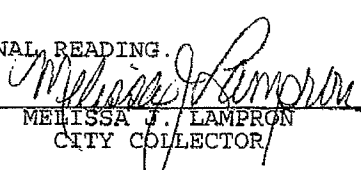
Land area : 0.00 AC
 Land Value : 0
 Impr Value : 804,300
 Land Use : 0
 Exemptions : 0
 Taxable Value: 804,300

Deed date: 05/28/2005 Book/Page: 8276/344
 Class: 380-COMMERCIAL

FISCAL YEAR	2012	2011	2010
DESCRIPTION			
2012 CPA TAX SURCHARGE	\$322.12	\$312.71	\$304.99
REAL ESTATE TAX PRINCIPAL	\$10,737.41	\$10,423.73	\$10,166.35
WATER LIEN	\$3,875.66	\$3,990.60	\$3,932.00
WATER LIEN INTEREST	\$530.13	\$556.88	\$541.51
TOTAL BILLED:	\$15,465.32	\$15,283.92	\$14,944.85
Charges/Fees	\$.00	\$25.00	\$15.00
Abatements/Exemptions	\$.00	\$.00	\$.00
Payments/Credits	\$.00	-\$5,615.16	-\$14,959.85
Interest to 02/27/2012	\$388.03	\$871.54	\$.00
TOTAL BALANCE DUE:	\$15,853.35	\$10,565.30	\$.00
TOTAL INTEREST PER DIEM:	\$7.7136		
OTHER UNPAID BALANCES:			
2012 WATER REVENUE BILLING	\$4,221.70		

WATER/SEWER ACCOUNT CURRENT WATER DUE CURRENT SEWER DUE
 63-60021980 \$4,221.70 NO SERVICE

I HAVE NO KNOWLEDGE OF ANY OTHER LIEN OUTSTANDING.
 NOTE: ALL UNPAID BALANCES HAVE INTEREST COMPUTED TO
 THE DATE ON THE CERTIFICATE, PLUS DEMAND FEE.
 IF SOLD, CONTACT THE WATER DEPT. AT 587-1570 FOR A FINAL READING.


 MELISSA J. LAMPRON
 CITY COLLECTOR

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE.

PROPERTY : 90078

LOCATION: 135 MAIN ST LE

CURRENT OWNER:
WALKO MGMT INC
PO BOX 508
LEEDS MA 01053-

CURRENT STATUS:

TAXABLE VALUATION : 89,780

INTEREST DATE: 02/28/2012

YEAR	TYPE	BILL INST CHARGE	BILLED	PRIN DUE	INT DUE	TOTAL DUE
2012	PP-R	1459				
	1	PERS PROP	290.89	290.89	23.54	314.43
	2	PERS PROP	290.89	290.89	13.28	304.17
	3	PERS PROP	308.39	308.39	3.19	311.58
	4	PERS PROP	308.39	308.39	.00	308.39
			1,198.56	1,198.56	40.01	1,238.57
2011	PP-R	1449				
	1	PERS PROP	283.71	283.71	62.57	346.28
		DEMAND	25.00	25.00	.00	25.00
			308.71	308.71	62.57	371.28
	2	PERS PROP	283.70	283.70	52.67	336.37
	3	PERS PROP	298.07	298.07	44.82	342.89
	4	PERS PROP	298.07	298.07	34.53	332.60
			1,188.55	1,188.55	194.59	1,383.14
2010	PP-R	1509				
	1	PERS PROP	269.44	269.44	97.04	366.48
	2	PERS PROP	269.43	269.43	87.63	357.06
	3	PERS PROP	297.98	297.98	86.52	384.50
	4	PERS PROP	297.97	297.97	76.12	374.09
		PERSONAL P	15.00	15.00	.00	15.00
			312.97	312.97	76.12	389.09
			1,149.82	1,149.82	347.31	1,497.13
2009	PP-R	1435				
	1	PERS PROP	302.35	302.35	151.46	453.81
		DEMAND FEE	15.00	15.00	.00	15.00
			317.35	317.35	151.46	468.81
	2	PERS PROP	302.34	302.34	140.55	442.89
	3	PERS PROP	236.53	236.53	101.70	338.23

YEAR	TYPE	BILL INST CHARGE	BILLED	PRIN DUE	INT DUE	TOTAL DUE
	4	PERS PROP	236.52	236.52	93.71	330.23
			1,092.74	1,092.74	487.42	1,580.16
2008	PP-R	1252				
	1	PERS PROP DEMAND FEE	284.29 5.00	284.29 5.00	182.21 .00	466.50 5.00
			289.29	289.29	182.21	471.50
	2	PERS PROP	284.28	284.28	172.28	456.56
	3	PERS PROP	320.41	320.41	182.87	503.28
	4	PERS PROP	320.40	320.40	171.80	492.20
			1,214.38	1,214.38	709.16	1,923.54
2007	PP-R	1489				
	1	DEMAND FEE	5.00	5.00	.00	5.00
	3	PERS PROP	568.57	.00	.00	PAID
	4	PERS PROP	568.56	568.56	384.69	953.25
			1,142.13	573.56	384.69	958.25
GRAND TOTALS			6,986.18	6,417.61	2,163.18	8,580.79

State Tax Form 290
 Certificate: 620
 Issuance Date: 02/28/2012

MUNICIPAL LIEN CERTIFICATE
 CITY OF NORTHAMPTON
 COMMONWEALTH OF MASSACHUSETTS

Requested by ATTORNEYS BACON & WILSON

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 02/28/2012 are listed below.

DESCRIPTION OF PROPERTY

Parcel ID: 10D-046-800

MAIN ST

WALKO MANAGEMENT INC
 P O BOX 508
 LEEDS MA 01053

Land area : 4.00 AC
 Land Value : 106,290
 Impr Value : 0
 Land Use : 0
 Exemptions : 0
 Taxable Value: 106,290

Deed date: 05/28/2005 Book/Page: 8276/344
 Class: 805-GENERAL

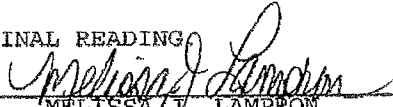
FISCAL YEAR	2012	2011	2010
DESCRIPTION			
2012 CPA TAX SURCHARGE	\$2.52	\$2.45	\$2.39
REAL ESTATE TAX PRINCIPAL	\$1,418.97	\$1,377.52	\$1,343.51
TOTAL BILLED:	\$1,421.49	\$1,379.97	\$1,345.90
Charges/Fees	\$0.00	\$25.00	\$15.00
Abatements/Exemptions	\$0.00	\$0.00	\$0.00
Payments/Credits	\$0.00	-\$1,404.97	-\$1,360.90
Interest to 02/28/2012	\$47.46	\$0.00	\$0.00
TOTAL BALANCE DUE:	\$1,468.95	\$0.00	\$0.00
TOTAL INTEREST PER DIEM:	\$.4048		

WATER/SEWER ACCOUNT CURRENT WATER DUE CURRENT SEWER DUE
 NO SERVICE

I HAVE NO KNOWLEDGE OF ANY OTHER LIEN OUTSTANDING.

NOTE: ALL UNPAID BALANCES HAVE INTEREST COMPUTED TO THE DATE ON THE CERTIFICATE, PLUS DEMAND FEE.

IF SOLD, CONTACT THE WATER DEPT. AT 587-1570 FOR A FINAL READING


 MELISSA J. LAMPRON
 CITY COLLECTOR

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