

BIDDER'S INFORMATIONAL PACKAGE

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Table of Contents

1. Mortgagee's Sale of Real Estate
2. Auctioneer's Memorandum Of Sale At Public Auction
3. Additional Terms and Conditions
4. Municipal Lien Certificate

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage (the "Mortgage") given by Jon H. Hardie and Rebecca Krause-Hardie to Banknorth, N.A. dated June 21, 2004 and recorded with the Franklin County Registry of Deeds in Book 4627, Page 31, of which Mortgage the undersigned (the "Mortgage Holder") 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 2:00 p.m. on April 24, 2012 at the mortgaged premises, being known as 527 South Main Street, Orange, Massachusetts, all and singular the premises described in said Mortgage (the "Premises"), to wit:

"The land in Orange, Franklin County, Massachusetts, situate on the easterly side of South Main Street, with the buildings thereon, bounded and described as follows:

Beginning at a lag screw set in the southwesterly corner of the granted premises in the easterly line of South Main Street, and at the northwest corner of a right of way;

Thence N. 13° 30' 15" W. 100.42 feet along the easterly line of South Main Street to an iron bar set at land now or formerly of Charles L. Doubleday et ux;

Thence N. 81° 52' 05" E. 101.54 feet along land now or formerly of said Doubleday to an iron bar set;

Thence S. 13° 30' 15" E. 100.42 feet along other land now or formerly of Sheila E. Allen;

Thence S. 81° 52' 05" W. 101.54 feet along a right of way to the place of beginning.

Containing 12,183 square feet.

Together with the right to use a 20' right of way situate southerly of the above described premises in common with others, said right of way running east and west.

Being shown as Parcel A on "Plan of Land in Orange, Owned by Sheila E. Allen, Scale: 1"=20', 12 June 1973, Berry Engineering, Petersham, Mass."

BEING the same premises conveyed to us by deed of Martin S. Anderholm et ux, dated October 10, 2003 and recorded with Franklin County Registry of Deeds, Book 4445, Page 23."

The Premises will be sold subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, outstanding tax titles, rights of tenants and parties in possession, unpaid taxes, municipal liens and other public taxes, assessments or liens and existing encumbrances having priority over the Mortgage, if any.

TERMS OF SALE: A deposit of Seven Thousand Five Hundred Dollars (\$7,500) will be

required to be paid in cash or by certified or bank check by the successful bidder at the time and place of the sale. An additional deposit amount will be required to be paid by certified or bank check by the successful bidder within five (5) business days from the date of the sale in an amount that increases the total deposit to not less than ten percent (10%) of the successful bid amount. The balance of the successful bid amount is to be paid by certified or bank check within thirty (30) days from the date of the sale, and the deed for the Premises shall be delivered contemporaneously with such payment.

The Mortgage Holder reserves the right to postpone or adjourn this sale to a later time or date by public proclamation at the time and date appointed for the sale and to further postpone or adjourn any postponed or adjourned sale by public proclamation at the time and date appointed for the postponed or adjourned sale.

The successful bidder at the sale will be required to sign a Memorandum of Sale containing the above terms, and other announced terms, at the sale.

The description for the Premises contained in the Mortgage shall control in the event of a typographical error in this notice.

Other terms to be announced at the sale.

TD BANK, N.A., formerly known as
TD Banknorth, N.A., formerly known as
Banknorth, N.A.

Present Holder of said Mortgage

By: 

Its Attorney

John W. Davis, Esq.

Cooley, Shrair P.C.

1380 Main Street, 5th Floor

Springfield, MA 01103

AUCTIONEER'S MEMORANDUM OF SALE AT PUBLIC AUCTION

The undersigned _____ of _____ (the "BUYER") hereby acknowledges that BUYER has this day purchased at a Mortgagee's Sale of Real Estate at Public Auction from Aaron Posnik & Co., Inc. (the "AUCTIONEER"), as agent for TD Bank, N.A. (the "SELLER"), that certain real estate (the "Premises") known as 527 South Main Street, Orange, Massachusetts and more fully described in the Mortgagee's Sale of Real Estate notice attached hereto (the "Sale Notice"), for the sum of \$ _____ (the "Purchase Price").

No personal property of any nature is included in this sale.

BUYER agrees to be bound by, and to comply with, and that the Premises are being sold subject to, the terms and conditions as stated in this Memorandum of Sale and the Sale Notice and also the additional terms and conditions read by the Auctioneer at the sale, a copy of which is attached hereto (the "Additional Terms and Conditions").

BUYER has this day paid to SELLER \$7,500 as a non-refundable deposit on the sale, with an additional deposit in the amount of \$ _____ to be paid by BUYER to SELLER, in accordance with the terms and conditions of the sale. Said deposit(s) shall be forfeited to the use of SELLER if BUYER fails to comply with any of the terms and conditions of the sale. Any such forfeiture shall not relieve BUYER of any liability under this agreement.

The balance of the Purchase Price is due and payable at the office of Cooley, Shrair P.C., at 1380 Main Street, Springfield, Massachusetts, as counsel for the SELLER, on or before May 24, 2012, by certified or bank check or other form acceptable to SELLER, and contemporaneous with a timely receipt by SELLER of such payment, SELLER shall convey the Premises to BUYER by delivery to BUYER of a statutory form foreclosure deed under the statutory power of sale (M.G.L. ch. 183, Appendix Form 11) from SELLER. Time is of the essence of this agreement.

In addition to the Purchase Price, BUYER assumes and agrees to pay all real estate taxes, water and sewer bills, municipal liens, tax titles, betterments, and assessments applicable to the Premises and, in addition to BUYER's own closing costs, all Massachusetts document tax stamps and recording charges applicable to this sale.

BUYER acknowledges that BUYER has not been influenced to enter into this transaction by, nor has BUYER relied upon, any warranty or representation of the SELLER or AUCTIONEER not expressly set forth or incorporated in this Memorandum of Sale.

BUYER also understands that SELLER will not accept any personal offer to purchase (i.e. any personal bid) from any individual that is an employee of TD Bank, N.A. or any of its subsidiaries or affiliated corporations and that BUYER, by signing below, hereby certifies to SELLER that BUYER is not employed by TD Bank, N.A. or any of its subsidiaries or affiliated corporations.

AUCTIONEER acknowledges that SELLER has this day received from BUYER the \$7,500 non-refundable deposit and that the Premises were this day sold by AUCTIONEER at public auction for the Purchase Price noted above, subject to the terms and conditions contained herein and in the attached Sale Notice and Additional Terms and Conditions.

Signed as a sealed instrument on this 8th day of May, 2012.

BUYER:

Buyer's Signature

AUCTIONEER:

Aaron Posnik & Co., Inc.

By: _____
Name:
Title:

ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions shall apply to the sale of the premises as described in the sale notice of TD Bank, N.A. (the "Mortgage Holder") that has just been read to you:

1. The successful bidder will be required to execute in duplicate a Memorandum of Sale upon acceptance of the bid. Copies of the Memorandum of Sale are here for anyone to inspect prior to the bidding.
2. The premises will be sold to the highest bidder who will be required to make the required deposit prior to signing the Memorandum of Sale.
3. If the successful bidder fails to pay the required deposit and sign the Memorandum of Sale and any other required document or if, after paying the deposit and signing the required documents, fails to perform its obligations thereunder, any deposit made, including any additional deposit made after today, shall be forfeited to the use of the Mortgage Holder. Such forfeiture shall not release the successful bidder from any of its obligations. The Mortgage Holder also reserves the right to convey the premises to the second highest bidder, at its last highest bid, under the same terms and conditions as are being offered at today's auction, and without further notice by publication or otherwise. Such second highest bidder will have five (5) days after notification by the Mortgage Holder to make the required deposit and sign the Memorandum of Sale and any other required documents.
4. No items of personal property are included in this sale, and the premises are being sold in "AS IS" condition, subject to all known and unknown defects, and subject to all applicable laws.
5. The Mortgage Holder is in possession of a Phase I Environmental Site Assessment report dated October, 2011, an Asbestos and Hazardous Materials Survey report dated February 2, 2012 (together with an email dated April 23, 2012 clarifying the report) and an Additional Investigation report dated March 1, 2012, each prepared by Environmental

Compliance Services, Inc. with respect to the premises, and a Title 5 Official Inspection Form report prepared by Norman Bartlett dated February 27, 2012, copies of all of which are here for anyone to inspect prior to the bidding. Each report is being made available for information purposes only and is not to be relied upon by you, or anyone else, for any for any purpose, and the Mortgage Holder makes no representations or warranties regarding the accuracy, completeness or usefulness of the reports or any of the information contained therein.

6. The premises may be subject to federal and state laws regarding lead-based paint. A standard information package issued by the Department of Public Health, including a form notice certificate, will be attached to the Memorandum of Sale. The successful bidder, prior to signing the Memorandum of Sale, will be required to sign the notice certificate as prepared by the Mortgage Holder. Copies of such notice certificate and the information package are here for anyone to inspect prior to the bidding.
7. Except for the Mortgage Holder's representations contained in the lead paint notice certificate referred to above, no representations or warranties of any kind whatsoever are made by or on behalf of the Mortgage Holder with respect the premises, including, without limitation, any warranty or representation as to (a) condition, construction, or fitness for habitation, (b) the presence or absence of asbestos, urea formaldehyde, lead paint, radon gas, oil or other hazardous materials, or aboveground or underground storage tanks, (c) compliance or non-compliance with any law, including, without limitation, any federal, state or local law relating to environmental, zoning, building or occupancy matters, or (d) zoning, state of title, utilities, tenants or occupants, or other matters.
8. The successful bidder shall be responsible for complying with all laws applicable to any on site sewage disposal system, including, without limitation, Title V of the State Environmental Code, and is specifically hereby notified of, and shall be responsible for complying with, the inspection and upgrade requirements contained in Sections 15.300 through 15.305 of Volume 310 of the Code of Massachusetts Regulations, if applicable.

9. A municipal lien certificate from the tax collector's office and a balance statement from the water/sewer department have been obtained and copies are available for inspection prior to the bidding. Based on the certificate and statement, the following amounts appear due and owing to the Town of Orange with respect to the premises:

Real estate taxes, interest and other charges for fiscal years 2009 – 2011, calculated through April 24, 2012	\$ 5,755.87
Real estate taxes, interest and other charges for the first 3 quarters of fiscal year 2012, calculated through April 24, 2012	\$ 1,823.42
Past due water and sewer charges, including any interest calculated through April 24, 2012	\$ 50.00
	Total \$ 7,629.29

No representations or warranties are made by or on behalf of the Mortgage Holder as to the accuracy, completeness or usefulness of the foregoing or as to the extent to which such amounts constitute a lien against the premises. All municipal taxes and other municipal charges, together with all interest, fees and costs relating thereto through the date of payment, shall be the responsibility of the successful bidder.

10. The premises are also being sold subject to the right of others in and to the 20 foot right of way southerly of the premises running east to west as referred to in the deed to Jon H Hardie and Rebecca Krause Hardie dated October 10, 2003 and recorded with the Franklin County Registry of Deeds in Book 4445, Page 23, to the extent presently applicable and in effect against the premises and having priority over the mortgage being foreclosed upon today.
11. The Mortgage Holder, or its affiliate, may bid at this sale, and if either is the successful bidder, neither shall be required to pay any deposit. The Mortgage Holder, or its affiliate, may also withdraw its bid at any time.

12. The Mortgage Holder may at any time, and from time-to-time, even after the commencement of bidding, adjourn this sale a later time or date by public proclamation.
13. All information as shown in the Auctioneer's circulars or published advertisements for this sale has been compiled for the convenience and assistance of the successful bidder, and while the information is assumed to be reasonably correct, it is not guaranteed or warranted by the Auctioneer or the Mortgage Holder or any of their representatives.
14. From and after this date, the successful bidder shall have the sole risk of loss and the Mortgage Holder shall have no responsibility for maintaining insurance on the premises. In the event the premises are hereafter damaged by fire or other casualty, the successful bidder shall remain obligated to consummate the sale without any reduction in the purchase price.
15. In the event the Mortgage Holder cannot convey title to the premises as stipulated, the deposit, including any additional deposit thereafter made, shall be refunded and all rights under the Memorandum of Sale shall cease and the successful bidder shall have no recourse against the Mortgage Holder or its employees, agents or representatives, whether at law or in equity.
16. The premises will be conveyed by the usual statutory form foreclosure deed under the statutory power of sale, such deed to be delivered contemporaneously with the Mortgage Holder's timely receipt of full payment pursuant to the Memorandum of Sale. No adjustments of any kind shall be made to the purchase price. The successful bidder will be responsible for its own closing costs and all Massachusetts document tax stamps and recording fees applicable to the purchase of the premises. The acceptance of the Mortgage Holder's foreclosure deed by the successful bidder, or any successor in interest, shall be deemed to be a full performance and discharge of all obligations of the Mortgage Holder to the successful bidder, and any successor in interest, in connection with this sale.

17. The successful bidder will be required to sign this document when signing the Memorandum of Sale and, by doing so, the successful bidder will be acknowledging that the successful bidder agrees to the foregoing terms and conditions.

Successful Bidder's signature

The Commonwealth of Massachusetts
Office of the Collector of Taxes
Town of Orange
Municipal Lien Certificate

Number: 951
4/9/2012

Cooley and Shrair
1380 Main Street Fifth Floor
Springfield, MA 01103-1616

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 3/22/2012 are listed below:

DESCRIPTION OF PROPERTY

Parcel Identifier	130-0-3	Assessed Owner	HARDIE JON H. & REBECCA KRAUSE		
Account	228-4	Additional Owner			
Location of Property	527 SOUTH MAIN ST	Supposed Present Owner			
		Legal Reference	Book	4445	
Acreage	0.28 Acres		Page	23	
			Deed Date	10/15/2003	

VALUATION

FY	Residential	Rate1	Open Space	Rate 2	Commercial	Rate 3	Industrial	Rate 4	Exempt
2012	0	17.69	0	0.00	125,500	17.69	0	17.69	0

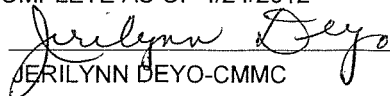
ASSESSMENT

	2012 1st Quarter	2012 2nd Quarter	2012 3rd Quarter	2012 4th Quarter	FY 2011	FY 2010
Preliminary Tax	\$527.66	\$527.66			\$891.84	\$825.61
Actual Tax			\$582.39	\$582.39	\$1,218.79	\$958.07
WL			\$75.31	\$75.31		
Interest To Date	\$54.04	\$35.42	\$20.94	\$0.00	\$364.36	\$582.72
Charges and Fees					\$10.00	\$10.00
Credits						\$0.00
Interest Credit						\$0.00
Per Diem	\$0.20	\$0.20	\$0.25	\$0.00	\$0.81	\$0.68
Balance Due	\$581.70	\$563.08	\$678.64	\$657.70	\$2,484.99	\$2,376.40

Property Tax Interest Per Diem \$2.14
Committed Tax Balance \$7,342.51

Misc Receivable	Balance	Interest	Per Diem	OUTSTANDING TAXES FOR 2009 IN THE AMOUNT OF \$894.48.
Water	\$0.00	\$0.00	\$0.00	
Misc. Totals	\$0.00	\$0.00	\$0.00	

All of the amounts listed above are to be paid to the Collector. I have no knowledge of any other lien outstanding.
INFORMATION ON THIS CERTIFICATE IS COMPLETE AS OF 4/24/2012


JERILYNN DEYO-CMMC Collector of Taxes