

TABLE OF CONTENTS

BIDDER'S INFORMATIONAL PACKAGE

83 CURTIS AVENUE DALTON, MASSACHUSETTS

DESCRIPTION	PAGE #
NOTICE MORTGAGEE'S SALE OF REAL ESTATE	1-2
AUCTIONEER'S MEMORANDUM	3-5
MUNICIPAL LIEN CERTIFICATE	6-7

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 DANFORTH HEALTHCARE, INC. to THE PITTSFIELD COOPERATIVE BANK dated June 19, 2008, and recorded with the Berkshire Middle District Registry of Deeds in **Book 4078, Page 1**, 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, there will be sold at Public Auction on December 19, 2012 at 11:00 a.m., at the premises located at 83 Curtis Street, Dalton, Berkshire County, Massachusetts, all the land situated in Dalton, County of Berkshire and Commonwealth of Massachusetts, described in said mortgage,

To wit:

PARCEL ONE:

Beginning at an iron pin in the northeasterly corner of the land to be conveyed, said iron pin being at the intersection of the westerly side of Curtis Avenue with the southerly side of John Street; thence running southerly on the westerly side of Curtis Avenue and at an angle of 85° 20' to said John Street 165 feet to an iron pin; thence westerly along the southerly line of land as conveyed by Helen C. Woodlock by deed dated September 24, 1951, and recorded with Berkshire Middle District Registry of Deeds in Book 576, Page 598, a distance of 95 feet more or less to a point; thence northerly along the easterly line of other land of Margaret M. Tone a distance of 160 feet more or less to a point in the southerly line of John Street; thence easterly along the southerly line of John Street a distance of 100 feet more or less to the place of beginning.

PARCEL TWO:

Beginning at a point in the southerly line of John Street which marks the northwesterly corner of Parcel I and the northeasterly corner of Parcel II as conveyed by deed of Lottie J. Bates dated August 8, 1950, and recorded with Berkshire Middle District Registry of Deeds in Book 558, Page 341&c; thence southerly along the westerly line of said Parcel I and along other land of Beatrice L. Tone a distance of 160 feet more or less to a point in the southerly line of land conveyed by Helen C. Woodlock by deed dated September 24, 1951, and recorded with said Registry in Book 576, Page 598; thence westerly along the southerly line of the parcel so conveyed by said Woodlock to a point which marks the southwestly corner of the parcel so conveyed by said Woodlock; thence northerly in the westerly line of land so conveyed by said Woodlock and in the westerly line of Parcel II as conveyed by aforesaid Lottie J. Bates a distance of 155 feet more or less to a point in the southerly line of John Street which marks the northwesterly corner of Parcel II as conveyed by said Bates; thence easterly along the northerly line of said Parcel II 97.7 feet more or less to the place of beginning.

Being the same premises conveyed to the mortgagor herein by deed of Bradford Jameson and Mary Ann Jameson dated September 30, 1998 and recorded in said Registry on October 2, 1998 in Book 1625, Page 80.

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 with Mortgagee's attorneys, George, Massimiano & McCarthy, P. C., the

amount of the required deposit as set forth herein within 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 thirty (30) days of said written notice.

TERMS OF SALE: The successful bidder shall pay at the time and place of sale Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) as a deposit by cash, certified or cashier's check. Within ten (10) days thereafter, the successful bidder shall deliver to the auctioneer by cash, certified check, cashier check or wired funds, an additional sum equal to the difference between ten percent (10%) of the successful bid and the initial deposit of \$25,000.00. The balance of the bid price shall be due and payable within thirty (30) days after the sale. The successful bidder shall be required to sign an auctioneer's memorandum of sale. A deed will be provided to the purchaser upon receipt in full of the purchase price together with payment for all recording fees and transfer stamps. In the event of an error in this publication, the description of the premises contained in said mortgage shall control. The mortgagee reserves the right to postpone the auction by public proclamation from time to time.

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

The Pittsfield Cooperative Bank
Present holder of said mortgage
By its Attorneys,
George, Massimiano & McCarthy, P.C.
Berkshire Common, Pittsfield, MA 01201

PUBLICATION: November 14, 21 and 28, 2012

AUCTIONEER'S MEMORANDUM

Sold at public auction on December 19, 2012 to _____ highest bidder (the "Buyer"), all the right, title and interest in and to a portion of the premises at **83 Curtis Avenue, Dalton, Massachusetts** (the "Premises"), described in a mortgage given by DANFORTH HEALTHCARE, INC. to THE PITTSFIELD COOPERATIVE BANK dated June 19, 2008, and recorded with the Berkshire Middle District Registry of Deeds in Book 4078, Page 1 (the "Mortgage"), for the sum of _____, shall be conveyed by foreclosure deed, subject to the terms of this Auctioneer's Memorandum and the Terms and Conditions contained in the Bidder's Package which are incorporated herein by reference.

All bidders were informed of and agree to purchase subject to the following:

1. *The Premises is being sold subject to and with the benefit of all taxes, tax titles, liens, mortgages, encumbrances, restrictions, easements, improvements, leases and existing tenants.*
2. The Buyer shall be responsible for all recording costs, including documentary stamps, title costs and all other costs of documentation and recording necessary to complete the conveyance.
3. The Buyer must deliver to The Pittsfield Cooperative Bank, in addition to the **\$25,000** good faith deposit, an additional deposit equal to the difference between **ten percent (10%)** of the highest bid and **\$25,000** on or before **December 30, 2012** (all deposits shall hereinafter be referred to as the "Deposit").
4. The Buyer is not entitled to a return of the Deposit if the Buyer fails to complete the purchase, and The Pittsfield Cooperative Bank reserves all of its rights and remedies at law and in equity for any default of the Buyer.
5. The closing shall occur on January 18, 2013 at noon or sooner at the Buyer's request

at the offices of George, Massimiano & McCarthy, P.C., Berkshire Common, Pittsfield, MA. At the closing, the Buyer shall pay the balance of the purchase price by wired funds, by certified check or by cashier or treasurer's check from a bank.

6. Time is of the essence;

7. Any error in the publication of any description to the Premises shall be deemed a scrivener's error, which shall be cured by direct reference to the Mortgage.

8. Acceptance of the Foreclosure Deed shall constitute a discharge of each and every obligation of The Pittsfield Cooperative Bank.

9. In the event The Pittsfield Cooperative Bank cannot convey title to the Premises, the Deposit shall be refunded and all rights hereunder shall cease, and the Buyer shall have no recourse against The Pittsfield Cooperative Bank, or its employees, agents and representatives, whether at law or in equity.

10. *The Buyer acknowledges that from and after this date, the BUYER shall have the sole risk of loss, and The Pittsfield Cooperative Bank shall have no responsibility for maintaining insurance on the Premises.*

11. If the Premises is damaged by fire or other casualty prior to the closing, the Buyer shall accept a deed to the Premise and an assignment of so much of the insurance proceeds as has not been used in the restoration of the Premises prior to the Closing, to the extent, **and only to the extent**, any such proceeds may be available to The Pittsfield Cooperative Bank, Buyer paying therefor the full balance of the bid price.

12. The Premises 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 Pittsfield Cooperative Bank 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.

13. The Buyer shall assume responsibility for and costs relating to compliance with Title 5 of the State Environmental Code, state and city requirements regarding smoke detection equipment, and lead paint regulations, all as applicable. The Pittsfield Cooperative Bank makes

no warranties or representations regarding the Premises' current compliance with any state or local regulations or laws.

14. 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 Pittsfield Cooperative Bank reserves the right to sell the Premises by Foreclosure Deed to the second highest bidder provided that the second highest bidder shall deposit the amount of the required deposit with The law offices of George, Massimiano & McCarthy, P.C. within 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 thirty (30) days of said written notice.

I read said notice and other terms of sale above set forth and conducted the auction in accordance therewith. I made this memorandum immediately following said sale, and delivered a copy thereof to the Buyer.

Aaron Posnik & Co., Inc.
Auctioneer

The undersigned has this 19th day of December, 2012 agreed to purchase at public auction of Aaron Posnik & Co., Inc., Auctioneer, #161 the real estate described in the attached Notice and agrees to comply with the terms of the sale as stated by the Auctioneer and as set forth above.

WITNESS:

Print Name:

MUNICIPAL LIEN CERTIFICATE
 THE COMMONWEALTH OF MASSACHUSETTS
 OFFICE OF THE COLLECTOR OF TAXES
 TOWN OF DALTON
 462 MAIN ST
 DALTON MA 01226
 413-684-6104

NUMBER: 2013-108

- Quarterly Billing -

Issued: November 08, 2012

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 November 08, 2012 are listed below.

TO:

GEORGE, DEGREGORIO, MASSIMIANO
 & MCCARTHY, P.C.
 BERKSHIRE COMMON
 PITTSFIELD MA 01201

DESCRIPTION OF PROPERTY
Parcel Id: Map 109 Block: 255 Lot 0
Location: 83 CURTIS AV
Acreage: 0.366
Legal Reference: 1625-0080
Assessed Owner(s): DANFORTH HEALTHCARE INC
Supposed Owner:

MISCELLANEOUS UNPAIDS	VALUATION DETAIL	TAX/\$1000
SEWER 1/12 THRU 6/12 \$449.32 PAID	Residential	0 @ 0.00
SEWER 7/12 THRU 12/12	Open Space	0 @ 0.00
LATE FEE AND INTEREST	Commercial	431,000 @ 0.00
PERSONAL PROPERTY	Industrial	0 @ 0.00
	Exempt	0 @ 0.00
Miscellaneous Unpaid Total	Agr. Credits	0

BETTERMENT / LIEN DETAIL									
2 0 1 3	Amount	Com Int	2 0 1 2	Amount	Com Int	2 0 1 1	Amount	Com Int	
N/A	0.00	0.00	N/A	0.00	0.00	N/A	0.00	0.00	
N/A	0.00	0.00	N/A	0.00	0.00	N/A	0.00	0.00	
N/A	0.00	0.00	N/A	0.00	0.00	N/A	0.00	0.00	
N/A	0.00	0.00	N/A	0.00	0.00	N/A	0.00	0.00	

ASSESSMENT DETAIL - Quarterly Billing -									
ASSESSMENTS	2 0 1 3	2 0 1 2	2 0 1 1						
Preliminary 1st Due: 08/01/2012	1,875.93	1,872.70	1,702.45						
Preliminary 2nd Due: 11/01/2012	1,875.93	1,872.70	1,702.45						
Actual 1st/3rd Due: 02/01/2013	0.00	1,879.16	2,042.94						
Actual 2nd/4th Due: 05/01/2013	0.00	1,879.15	2,042.94						
District/Supplemental	150.86	301.70	301.70						
Betterment and Liens	0.00	0.00	0.00						
Committed Interest	0.00	0.00	0.00						
Interest To: 11/08/2012	79.34	33.71	0.00						
Charges and Fees	0.00	5.00	0.00						
DEFERRALS									
DEFERRAL	0.00	0.00	0.00						
PAYMENTS									
Preliminary	0.00	0.00	0.00						
Actual	0.00	7,503.71	7,490.78						
District/Supplemental	0.00	301.70	301.70						
Betterments/Liens	0.00	0.00	0.00						
Committed Interest	0.00	0.00	0.00						
Interest Paid	0.00	33.71	0.00						
Charges and Fees	0.00	5.00	0.00						
Abatement/Exemption	0.00	0.00	0.00						
Deferral, Tax Title Transfer	0.00	0.00	0.00						
CURRENT UNPAID TAXES (PER DIEM)	3,982.06 (1.50)	0.00 (0.00)	0.00 (0.00)						
TOTAL AMOUNT DUE \$ 3,982.06 (1.50) + MISCELLANEOUS UNPAIDS AS DESCRIBED ABOVE									

NOTATIONS & COMMENTS

UNPAID BETTERMENTS/SPECIAL ASSESSMENTS NOT YET ADDED TO TAX NONE
 IMPROVEMENTS VOTED FOR WHICH THERE WILL PROBABLY BE BETTERMENTS/SPECIAL ASSESSMENTS. NONE

ALL AMOUNTS LISTED ABOVE ARE TO BE PAID TO THE COLLECTOR.
 WATER, SEE ATTACHED

APPORTIONED BETTERMENT ASSESSMENTS NOT YET DUE \$ 0.00 WITH INTEREST TO BE ADDED.

James A. Carman
 JAMES A. CARMAN, Collector of Taxes
 TOWN OF DALTON

I have no knowledge of any other lien outstanding.

**DALTON
FIRE
DISTRICT**

(413) 684-6118 Treasurer
(413) 684-6124 Water
(413) 684-0500 Fire
(413) 684-6126 Fax

20 FLANSBURG AVENUE
DALTON, MA. 01226

November 7, 2012

Municipal Lien Certificate Attachment for:

Curtis Manor
Joann Danforth
83 Curtis Ave
Dalton, MA 01226

This account is outstanding for water covering the period of April 2, 2012 through October 4, 2012 in the amount of \$463.85. This is a metered account.

Respectfully,



Deborah A. Cotter, CMMT
Treasurer/Clerk