

**MORTGAGEE'S SALE OF REAL ESTATE**

By virtue and in execution of the Power of Sale contained in a certain Commercial Mortgage, Security Agreement and Assignment of Leases and Rents given by Trent P. Gaylord to Berkshire Bank, dated September 9, 2003, and recorded on September 9, 2003, with the Berkshire Northern District Registry of Deeds in Book 1125, Page 6, of which mortgage the undersigned is the present holder, for breach of the conditions of the said mortgage and for the purpose of foreclosing, the same will be sold at public auction at 2:00 p.m. on the Twenty-First (21<sup>st</sup>) day of May, 2009, at the mortgaged premises described below, to wit, 760 South State Road, Route 8, Cheshire, Massachusetts, all and singular, the premises in said Cheshire, Berkshire County, Massachusetts, described in said Mortgage, to wit:

Bounded southeasterly by Route 8, otherwise known as Reservoir Road, a distance of 620 feet, more or less;

bounded northwesterly by the Pittsfield and North Adams Railroad Corporation, presently part of the New York Central System;

bounded southwesterly by land now or formerly of Joseph A. and Irene H. Gentes;

bounded northeasterly by land now or formerly of Pettino's New England, Inc.

Reference is hereto made and had to a plan entitled "Commonwealth of Massachusetts Plan of Road in the Town of Cheshire, Berkshire County altered and laid out as a State Highway by Department of Public Works

October 2, 1956" on file at the Northern Berkshire Registry of Deeds as Plan 116 in Drawer 8 (sheet 3 of 6), to which plan reference may always be had for a more particularly description of the southeasterly bound mentioned above.

SUBJECT TO easements granted by Anthony Choquette et ux to Northern Berkshire Electric Company by instrument dated October 19, 1954 and June 13, 1953, and recorded at said Registry of Deeds in Book 511, Page 176, and Book 529, Page 156, respectively, if applicable.

SUBJECT TO pole and wire easement of the Postal Telegraph & Cable Company created by instrument dated December 5, 1923, and recorded at said Registry in Book 367, Page 482, and to pole and wire easement of the Adams Gas Light Company created by instrument dated June 4, 1929, and recorded at said Registry in Book 397, Page 630, if applicable.

EXCEPTING the land taken by the Commonwealth of Massachusetts for widening of Route 8 by taking recorded in said Registry of Deeds in Book 731, Page 895, to the extent the same is applicable.

The purpose of this deed is to confirm prior deeds in which my intent was to convey 100% of my interest outright to my son, Trent P. Gaylord which deeds were recorded with Northern Berkshire Registry of Deeds in Book 997, Page 1101 and Book 999, Page 132. Said property is not to be owned by myself and Trent P. Gaylord as Tenants in Common. Reference is also made to an Affidavit recorded with Northern Berkshire Registry of Deeds in Book 999, Page 838.

Being the same premises conveyed to the Grantor and her husband Paul W. Gaylord by deed of Harvey J. Daniels and Laura G. Daniels, Trustees of L & H Realty Trust, dated June 30, 1971, recorded with Northern Berkshire Registry of Deeds in Book 640, Page 513. Reference is also made to deed of Paul W. Gaylord to Elodie A. Gaylord dated July 23, 1999, recorded with said Registry of Deeds in Book 987, Page 716.

Said premises will be sold subject to any and all unpaid taxes and other municipal assessments and liens, prior liens, mortgages and other enforceable encumbrances of record having priority over the mortgage described herein, and subject to, and with the benefit of, all easements, restrictions, improvements, reservations and conditions of record, and all tenancies and/or rights of parties in possession, including rights or claims to personal property installed by tenants or former tenants now located on the premises. 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 laws, ordinances or regulations.

TERMS OF SALE: FIFTEEN THOUSAND DOLLARS (\$15,000.00) will be required to be paid in cash or by certified check or bank cashier's check by the purchaser at the time and place of sale. Said initial deposit must be increased to an aggregate amount of ten percent (10%) of the purchase price within five (5) days after the public auction. The balance is to be paid in cash or by certified or bank cashier's check and the deed shall be delivered within twenty-one (21) days after the public auction at the offices of HASHIM & SPINOLA, 82 Wendell Avenue, Pittsfield, Massachusetts. The purchaser will be responsible for all the closing costs, recording fees, deed stamps and shall be required

to sign an Auctioneer's Memorandum containing the terms of this sale.

In the event the successful bidder shall default in purchasing the within described premises 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 the Mortgagee's attorneys, HASHIM & SPINOLA, 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 the said second highest bidder within twenty (20) days of said written notice.

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

BERKSHIRE BANK,  
Holder of Said Mortgage

Date: April 20, 2009

FROM THE OFFICES OF:  
HASHIM & SPINOLA  
Attorneys for the Mortgagee  
82 Wendell Avenue  
Pittsfield, MA 01201  
(413) 499-1304

AUCTIONEER:

Aaron Posnik & Co.  
83 State Street  
Springfield, MA 01103  
(413) 733-5238

04/27/09, 05/04/09, 05/11/09