

ADDITIONAL TERMS OF MORTGAGEE'S SALE OF MORTGAGED PREMISES

1. The auctioneer shall pre-qualify bidders by inspecting their deposit checks and requiring reasonable identification of such bidders.
2. A 2 % Broker's Incentive is available in accordance with the Auctioneer's Broker Guidelines and if properly registered using the Auctioneer's Broker Registration Form.
3. The successful bidder shall be required to execute a Memorandum of Foreclosure Sale upon acceptance of such person's bid. Copies of the Memorandum of Foreclosure Sale are available for inspection.
4. The title to the Mortgaged Premises (as defined in the Mortgagee's Notice of Sale of Real Estate) shall be that which was conveyed by mortgage deed to the Mortgagee and the purchaser shall take title to the Mortgaged Premises by the usual Foreclosure Deed, without covenants.
5. The successful bidder shall deposit the required deposit of Fifty Thousand Dollars (\$50,000.00) to be paid in cash or by certified or by bank cashier's check by the successful bidder to Martin & Oliveira, LLP, as attorneys for the Mortgagee, at the time and place of the sale.
6. The BUYER shall pay the costs of its own counsel or other professionals hired by such party. BUYER shall pay the costs of all documents required to be recorded or needed to complete this transaction as well as all costs of recording and documentary stamps. In addition, the BUYER shall pay Buyer's Premium equal to 3 ½ % of the successful bid amount as a commission due to the Auctioneer (the "3 ½ % Buyer's Premium").
7. The Deposit shall be made with the auctioneer when the auctioneer so requires, properly endorsed if necessary, which deposit shall be forfeited if, after the Mortgaged Premises are sold to said bidder, such person refuses to execute the Memorandum of Foreclosure Sale, or if, after signing, said bidder does not perform bidder's part of the agreement. In case of forfeiture, the deposit shall become the property of the Mortgagee and such forfeiture by the bidder shall not release that person from the agreement. No interest shall be paid on said deposit or any funds held hereunder pending delivery of the Foreclosure Deed.

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8. The balance of the purchase price, and the 3 ½ % Buyer's Premium, shall be paid on or before September 24, 2009 at 2:00 PM and the Mortgagee shall deliver the Foreclosure Deed to the Buyer at **MARTIN & OLIVEIRA, THE CLOCKTOWER, 75 South Church Street; Suite 550, Pittsfield, Massachusetts 01201-6145.**
9. No adjustment shall be made for real estate taxes or payments due in lieu thereof, assessments, or other municipal charges, rental payments, condominium unit assessments or other charges, liens or claims in the nature of liens, as a successful bidder shall take the property subject to all taxes, charges, assessments and liens due up to the date of delivery and recording of the Foreclosure Deed.
10. In the event that the successful bidder shall default in purchasing the Mortgaged Premises according to the terms of the Notice of Mortgagee's Sale of Real Estate and/or the terms of the Memorandum of Foreclosure Sale executed at this public auction, the Mortgagee reserves the right, at its election, to sell the property by Foreclosure Deed to the second highest bidder provided that (i) said second highest bidder shall deposit with Martin & Oliveira the amount of the required deposit and shall execute a Memorandum of Foreclosure Sale within three (3) business days after written notice to the second highest bidder of the default to the previous highest bidder and (ii) title shall be conveyed to the said second highest bidder within ten (10) days of receipt of said written notice. If the second highest bidder declines to purchase the Mortgaged Premises, the Mortgagee reserves the right to purchase the Mortgaged Premises at the amount bid by the second highest bidder.
11. The Mortgaged Premises shall be sold and conveyed without representation or warranty as to their condition, construction, or fitness for habitation, or whether they conform to applicable federal, state or local building, health and sanitary codes, or similar rules and regulations.
12. The successful bidder shall be responsible for obtaining at successful bidder's sole cost and expenses the required smoke detector certificate from the appropriate local governmental authority having jurisdiction, including with limitation, the installation of any required smoke detectors.
13. This sale does not include any personal property and the successful bidder will acquire the Premises subject to the rights of the personal property owner's rights.
14. The Mortgagee reserves the right to adjourn, postpone or cancel this sale up until the moment the auctioneer accepts the highest bid.

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