

## **MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE**

By virtue and in execution of the Power of Sale contained in a certain Mortgage (the "Mortgage") given by LIA REALTY, LLC, a Massachusetts limited liability company, to LEGACY BANKS, a Massachusetts banking corporation with a place of business at 99 North Street, Pittsfield, Massachusetts 01201 (the "Mortgagee") dated June 19, 2007 and recorded with the Berkshire County (Middle District) Registry of Deeds in Book 3824, Page 20, of which the undersigned is the present holder, for breach of the conditions of the Mortgage and for the purpose of foreclosing the same, there will be sold at Public Auction at 11:00 AM on the 4<sup>th</sup> day of September, 2009, on the mortgaged premises located at 150 Pittsfield Road, Lenox, Massachusetts 01240, all and singular, the premises described in the Mortgage (the "Mortgaged Premises"), to wit:

"all of the Grantor's [Mortgagor's] right, title, and interest in and to the following described real property, together with all existing and subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the property, including without limitation all minerals, oil, gas, geothermal and similar matters (the "Real Property") located in BERKSHIRE County, Commonwealth of Massachusetts:

See SEE (sic) SCHEDULE "A", which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 150 PITTSFIELD RD, LENOX, MASSACHUSETTS 01240-2390."

SCHEDULE "A" to the Mortgage reads as follows:

"Beginning at that point where the northerly line of land formerly of John F. Deely, now or formerly of Dorothy S. Briggs, intersects the easterly line of the State Highway leading from Lenox to Pittsfield; thence northerly along the easterly line of said State Highway, 620.5 feet more or less to an iron pipe; thence South 70 degrees 9' East 576.5 feet more or less to an iron pipe; thence South 18 degrees 13' West 618 feet more or less to an iron pipe in the aforementioned northerly line of land formerly of John F. Deely, now or formerly of Dorothy S. Briggs; thence North 70 degrees 9' West 619 feet more or less to the place of beginning. Said premises are conveyed subject to the reservations and containing the easements as described in deed of Stanley J. Wilkes to Ludwig F. Noski and Anna M. Noski, dated June 29, 1944, and recorded in the Berkshire Middle District Registry of Deeds in Book 506, Page 529, to which reference may be had for further information and particulars to the extent the same is in force and effect.

Excepting and reserving from the above-described premises that portion of the above premises as conveyed by deed from Harry J. Caropreso and Evva S. Caropreso to William E. Arnold, et ux, by warranty deed dated and recorded March 12, 1954, in the Berkshire Middle District Registry of Deeds, at Pittsfield, in Book 607, Page 469.

Meaning and intending to convey the southerly portion of Parcel No. 2 as contained in a deed from William P.F. Guinan, et ux, to Harry J. Caropreso, et ux, said deed dated April 17, 1952 and recorded in said Registry in Book 583, Page 133&c.

The premises above conveyed are comprised of the southerly 430.5 feet more or less or Parcel No. 2 as contained in said deed in Book 583, Page 133&c.

Subject to an easement in favor of the Town of Lenox dated July 18, 1952, and recorded in said Registry of Deeds in Book 607, Page 541.

Subject to an Order of Taking by the Commonwealth of Massachusetts dated August 25, 1995 and recorded on September 14, 1995 in said Registry of Deeds in Book 1489, Page 112.

Subject to a Special Permit granted by the Town of Lenox dated April 9, 1985 and recorded in said Registry of Deeds in Book 1115, Page 407.

Subject to a Special Permit granted by the Town of Lenox dated May 29, 1998 and recorded in said Registry of Deeds in Book 3814, Page 269.

Subject to a Special Permit granted by the Town of Lenox dated March 17, 1993 and recorded in said Registry of Deeds in Book 3814, Page 267.

Being the same premises conveyed to the Mortgagor herein by deed of Andrew E. Chmura and Linda W. Chmura dated June 12, 2007 and recorded in the Berkshire Middle District Registry of Deeds in Book 3824, Page 16.”

The Mortgaged Premises will be sold subject to and with the benefit of all restrictions, easements, improvements, leaseholds, tenancies, occupants, outstanding tax titles, municipal or other public taxes, liens, or other claims in the nature of liens, and existing encumbrances of record having priority over the Mortgage.

In the event of any typographical error set forth herein in the legal description of the Mortgaged Premises, the description as set forth and contained in the Mortgage shall control by reference.

**TERMS OF SALE: FIFTY THOUSAND DOLLARS (\$50,000.00) will be required to be paid in cash, certified or bank check with no intervening endorsements at the time and place of sale. The Foreclosure Deed of the Mortgage Premises shall be delivered and the balance of the purchase price paid in immediately available funds within twenty (20) days of the Public Auction at the offices of MARTIN & OLIVEIRA, LLP, The Clocktower, 75 South Church Street, Suite 550, Pittsfield, Massachusetts 01201-6145. The Mortgagee makes no representations concerning the condition of the Mortgaged Premises or its compliance with applicable zoning, building, sanitary or other state and/or municipal regulations. The successful bidder will be required to execute a Memorandum of Foreclosure Sale containing the above at the time and place of sale. Other terms, if any, to be announced at the time and place of sale. Time is of the essence of the sale.**

**In the event that the successful bidder(s) at the foreclosure sale shall default in purchasing the Mortgaged Premises according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of foreclosure, the Mortgagee reserves the right to sell the property by Foreclosure Deed to the second highest bidder, providing that said second highest bidder shall deposit with the Mortgagee's attorneys, MARTIN & OLIVEIRA, LLP, The Clocktower, 75 South Church Street; Suite 550, Pittsfield, Massachusetts 01201-6145, the amount of the required deposit as set forth herein within three (3) business days after written notice of the 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.**

**If the second highest bidder declines to purchase the Mortgaged Premises, the Mortgagee reserves the right to purchase the within described property at the amount bid by the second highest bidder.**

**The Mortgagee reserves the right to postpone the sale to a later date by public proclamation at the time and date appointed for the sale and to further postpone at any adjourned sale-date by public proclamation at the time and date appointed for the adjourned sale date.**

The successful bidder(s) will be required to execute a Memorandum of Sale containing the above-terms at the time and place of sale. Other terms, if any, shall be announced at the time and place of the sale.

**LEGACY BANKS**

By: Joseph Santora, Jr.  
Its: Senior Vice President

**ATTORNEY FOR THE MORTGAGEE:**

William E. Martin  
**MARTIN & OLIVEIRA, LLP**  
**THE CLOCKTOWER**  
75 South Church Street; Suite 550  
Pittsfield, Massachusetts 01201-6145  
Telephone Number: (413) 443-6455  
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BBO Number: 550466

August 13, 2009  
August 20, 2009  
August 27, 2009