

TABLE OF CONTENTS

BIDDER'S INFORMATIONAL PACKAGE

62 & 62A MAIN STREET (A/K/A EAST MAIN STREET) STOCKBRIDGE, MASSACHUSETTS

DESCRIPTION	PAGE #
MORTGAGEE'S SALE OF REAL ESTATE	1-3
MEMORANDUM OF FORECLOSURE SALE	4-8
ADDITIONAL TERMS OF MORTGAGEE'S SALE OF MORTGAGED PREMISES.....	9-10

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

By virtue and in execution of the Power of Sale contained in a certain mortgage given by **JEFFREY R. WINSLOW** to **BERKSHIRE COUNTY SAVINGS BANK**, dated and recorded November 2, 1979, in the Berkshire Middle District Registry of Deeds in Book 1027 Page 92, the undersigned being 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 the **OCTOBER 12, 2012 at 11:00AM** on the mortgaged premises at 62 and 62A Main Street [a/k/a East Main Street], Stockbridge, Massachusetts, all and singular the premises described in said mortgage, to wit:

The land in the village and Town of Stockbridge bounded and described as follows:

Beginning at a set marble bound standing in the southerly line of Main Street, which point is the northeasterly corner of the described premises and also the northwesterly corner of land of Paul H. Ruesch, and is located 20.3 feet northwesterly from the northwesterly corner of said Ruesch's house, and located 60.15 feet northeasterly from the northeasterly corner of the house standing on the conveyed property; thence westerly 107.4 feet bounding on the southerly side of said street to a post standing at the northwesterly corner of the described lot, which point also marks the northeasterly corner of the lot of Thomas H. Murphy; thence southerly at an interior angle of 86 degrees 155.5 feet bounding on the easterly line of said Murphy's lot to an iron pipe standing at the southeasterly corner thereof; thence westerly at an interior angle of 272 degrees, 15 minutes, 60 feet bounding on the southerly line of said Murphy lot to an iron pipe standing in the easterly line of land of Edith H. Tracy; thence bounding on said Tracy land southerly with an interior angle of 87 degrees, 30.6 feet to a post standing at the southeasterly corner of said Tracy land; thence westerly bounding on the southerly line of said Tracy land with an interior angle of 271 degrees, 41.3 feet to a stake standing in the easterly line of land of C.S. Mellen; thence southerly with an interior angle of 89 degrees 10 minutes, 406.5 feet bounding on the line of said Mellen's land to a stake standing on the northerly bank of the Housatonic River; thence easterly on the bank of said River 204.2 feet to a stake; thence north 6 degrees, 15 minutes, east, 589 feet, bounding on the westerly line of land of the estate of Thomas J. Lawless, and land of said Paul H. Ruesch, to the place of beginning, containing 2.33 acres or land, more or less.

Being the some premises conveyed to the Mortgagor herein by deed of Edith M. Breed and Mary S. Breed dated Oct. 18, 1979 and recorded in the Berkshire Middle District Registry of Deeds simultaneously herewith.

The above described premises is conveyed subject to a water drainage easement from Ann Bannatyne Breed to the Commonwealth of Massachusetts dated July 3, 1928 and recorded in the Berkshire Middle District Registry of Deeds, at Pittsfield, in Book 438, Page 195.

The above described premises is conveyed subject to an easement from the said Ann Bannatyne Breed to the Southern Berkshire Power and Electric Company dated November 22, 1946, and recorded in said Registry of Deeds in Book 532, Page 190.

The above described premises are conveyed subject to an easement to New England and Telegraph Company dated September 5, 1967 and recorded in said Registry of Deeds in Book 843, Page 369.

Being the same premises conveyed to the mortgagor herein by deed of Edith M. Breed and Mary S. Breed to Jeffrey R. Winslow, dated October 18, 1979 and recorded November 2, 1979, in the Berkshire Middle District Registry of Deeds in Book 1027 Page 90.

Said premises will be sold subject to any and all unpaid taxes and other municipal assessments and liens, and subject to prior, liens or other enforceable encumbrances or instruments of record entitled to precedence over this mortgage, and subject to, and with the benefit of, all easements, restrictions, reservations and conditions of record and subject to all tenancies and/or rights of parties in possession, including rights or claims in personal property installed by tenants or former tenants now located on the premises and right of redemption to the Internal Revenue . 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: Ten Thousand and 00/100 (\$10,000.00) Dollars in cash certified or bank check to be paid by the purchaser at the time and place of sale. The balance is to be paid in cash, certified or bank check and the deed shall be delivered and accepted within twenty (20) days after the public auction at the offices of THOMAS J. HAMEL, ESQ., Martin, Oliveira & Hamel, PC, 75 South Church Street, Suite 550, Pittsfield, Massachusetts 01201.

The successful purchaser will be responsible for all closing costs, recording fees, deed stamps and shall be required to sign an Auctioneer's Memorandum of Sale containing the terms of sale. The successful bidder of the real estate shall be subject to a 5% buyer premium.

This sale may be postponed or adjourned from time to time, if necessary, by the attorney or auctioneer 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.

In the event that the successful bidder at the foreclosure sale fails to purchase the described premises according to the terms of this notice of sale or as provided for in the Memorandum of Sale executed at the time of foreclosure, the mortgagee reserves the right to sell the premises by foreclosure deed to the next highest bidder provided that the next highest bidder shall deposit with the mortgagee's attorney, said THOMAS J. HAMEL, ESQ. the amount of the required deposit and execute an agreement similar to said Memorandum of Sale, within three (3) business days after written notice of default of the previous highest bidder. Title shall be conveyed to the next highest bidder within twenty (20) days of said written notice.

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

Berkshire Bank, successor by merger to
Berkshire County Savings Bank
Present Holder of said Mortgage

Attorney for Berkshire Bank
Thomas J. Hamel, Esquire
MARTIN, OLIVEIRA & HAMEL, PC
The Clocktower
75 South Church Street, Suite 550
Pittsfield, Massachusetts 01201-6145
Published in The Berkshire Eagle
September 7, 14 and 21, 2012.

MEMORANDUM OF FORECLOSURE SALE

(62 and 62A Main Street [a/k/a East Main Street], Stockbridge, Massachusetts)

SELLER: **BERKSHIRE BANK**

BUYER: _____

BUYER'S ADDRESS: _____

BUYER'S EMAIL: _____

PURCHASE PRICE: _____
(\$ _____)

DEPOSIT: **TEN THOUSAND DOLLARS (\$10,000.00)**

BALANCE DUE: _____
(\$ _____)

1. This Agreement dated this 12th day of October 2012, is by and between **BERKSHIRE BANK**, (the "SELLER"), having an address of 70 South Street, Pittsfield, Massachusetts 01201, holder of a mortgage given by **JEFFREY R. WINSLOW** to **BERKSHIRE COUNTY SAVINGS BANK**, dated and recorded November 2, 1979, in the Berkshire Middle District Registry of Deeds in Book 1027 Page 92 (the "Mortgage"), and the BUYER.

2. The BUYER hereby acknowledges that it has this day purchased at public auction conducted by Aaron Posnik & Company, upon the terms and conditions hereinafter set forth, the interest of the SELLER in certain real property located at 62 and 62A Main Street [a/k/a East Main Street], Stockbridge, Massachusetts, as more particularly described in the Mortgagee's Notice of Sale attached hereto as *Exhibit A* (the "Premises").

3. The successful bidder shall be subject to a 5% buyer premium.

4. The Premises shall be conveyed by a good and sufficient Foreclosure Deed running to the BUYER, or Buyer's nominee, without covenants or warranty.

5. The Premises will be sold subject to and with the benefit of, inter alia, all restrictions, easements, improvements, leaseholds, tenancies, occupants, outstanding tax titles, municipal or other public taxes, condominium charges and other assessments, liens, or claims in the nature of liens, and existing encumbrances of record created prior to the Mortgage, having priority over the Mortgage or to which the Mortgage has of record been subordinated, including without limitation municipal taxes due and the rights of redemption held by the Internal Revenue Service pursuant to the Federal Tax Lien recorded in the Berkshire County (Middle District) Registry of Deeds against **JEFFREY R. WINSLOW 2** in Book 4514, Page 307.
6. Any personal property located on the Premises are not included as a part of the sale and will not be conveyed to the BUYER.
7. Each party 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, BUYER shall be responsible for all costs relative to title examination, document preparation, and closing, as well as any real estate broker's commissions which may be due.
8. BUYER has this day purchased the Premises for the PURCHASE PRICE and has paid the deposit this day. The BALANCE DUE shall be paid in cash or by certified or bank check with no intervening endorsements, on or before November 1, 2012, at 2:00 PM at **MARTIN, OLIVEIRA & HAMEL, PC**.
9. The acceptance of the Foreclosure Deed by BUYER shall be deemed to be a full performance and discharge of every agreement and obligation of SELLER.
10. If BUYER shall fail to fulfill BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be forfeited and retained by the SELLER as liquidated damages.
11. If the SELLER shall fail to fulfill SELLER'S agreements herein, all deposits made hereunder shall be refunded to the BUYER and all obligations of all the parties hereto shall cease and shall be null and void. It is the specific intention of the parties that such refund of the BUYER'S deposit shall be the BUYER'S sole remedy at law or in equity for any default by the SELLER under this Agreement.
12. The BUYER acknowledges that BUYER may be unable to obtain title insurance for the Premises without the so-called creditors' rights exception if the title company concludes that the PURCHASE PRICE

is not sufficient. The BUYER specifically acknowledges that the SELLER shall be under no duty to cause the title company to remove the creditors' rights exception from BUYER'S title policy.

13. BUYER acknowledges that BUYER has not been influenced to enter into this transaction nor has it relied upon any warranties or representations, express or implied, not set forth in this Agreement, or in the legal advertisements of this sale. Specifically, the BUYER acknowledges that the SELLER has made no representations or warranties concerning the compliance of the Premises with any and all building, zoning, environmental or other laws or ordinances (federal, state or local) which may affect the BUYER'S use and/or enjoyment of the Premises. Additionally, any improvements on the Premises are sold "AS IS, WHERE IS" and there are no warranties expressed or implied.
14. The SELLER shall not be required to take any action or to comply with any law or municipal ordinances, orders or requirements noted in or issued by any departments of building, fire labor, health or other federal, state, county, municipal or other governmental agencies having jurisdiction over or affecting the Premises on the date hereof.
15. The BUYER acknowledges that the BUYER has been informed of the existence and the provisions of the so-called Massachusetts Lead Paint Statute, Massachusetts Chapter 111, Section 197 et seq., with respect to the removal of lead paint from residential premises occupied by a child or children under six years of age. The BUYER acknowledges that the SELLER has made no representation or warranty with respect to the presence or absence of lead paint in the Premises and the BUYER agrees that the responsibility and cost, if any, of complying with said statute shall be borne solely by the BUYER.
16. No adjustment shall be made for real estate taxes or other assessments, or other municipal charges, rental payments, liens or claims in the nature of liens, as the successful bidder shall take the Premises subject to all taxes, charges, assessments and liens due up to the date of delivery and recording of the foreclosure deed.
17. All deposits with SELLER hereunder shall be held in escrow in a non-interest bearing account by MARTIN, OLIVEIRA & HAMEL PC , acknowledge that Escrow Agent is SELLER'S counsel with respect to the transaction contemplated hereunder and may continue to represent SELLER, including without limitation in the event of any dispute arising in connection with this Agreement.
18. In the event of any dispute concerning this Agreement or the disposition of any deposits held hereunder, the Escrow Agent may turn

over said deposits in any court of competent jurisdiction and thereby be relieved from any further liability respecting such deposit(s).

19. In the event of any dispute concerning the Foreclosure Sale, this Memorandum of Foreclosure Sale, or the disposition of the deposit held hereunder, the prevailing party shall be entitled to recover all reasonable attorney's fees, costs and expenses incurred in connection with such dispute.
20. The BUYER hereby waives the right to trial by jury with respect to any dispute arising in connection with this Agreement or any matter related thereto.
21. It is hereby agreed that time is of the essence of this Agreement.
22. This Agreement is executed in multiple counterparts and is to be construed as a Massachusetts contract, to take effect as a sealed instrument, and sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified, or amended only by a written instrument executed by the SELLER and BUYER. If two or more persons are named herein as BUYER, their obligations hereunder shall be joint and several.

EXECUTED on the date first above written.

SELLER:

BERKSHIRE BANK

Witness

By: _____
Thomas Matejek
Its: Vice President

BUYER:

Witness

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. 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.
3. The successful bidder shall be subject to a 5% buyer premium.
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 Ten Thousand Dollars (\$10,000.00) to be paid in cash or by certified or by bank cashier's check by the successful bidder to Martin, Oliveira & Hamel, PC, 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.
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.
8. The balance of the purchase price, shall be paid on or before November 1, 2012 at 2:00 PM and the Mortgagee shall deliver the Foreclosure Deed to the Buyer at **MARTIN, OLIVEIRA & HAMEL, PC, 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. The sale is subject to the rights of redemption held by the Internal Revenue Service pursuant to the Federal Tax Lien recorded in the Berkshire County (Middle District) Registry of Deeds against Jeffrey R. Winslow as in Book 04514, Page 307 in the amount of \$164,681.72. Notice of this sale was provided to the Internal Revenue Service on August 23, 2012.
14. The Mortgagee reserves the right to adjourn, postpone or cancel this sale up until the moment the auctioneer accepts the highest bid.