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BIDDER'S INFORMATIONAL PACKAGE

2692 JACOBS LADDER ROAD BECKET, MASSACHUSETTS

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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 FRANCIS GARRITY to THE PITTSFIELD COOPERATIVE BANK, dated and recorded March 17, 2008, in the Berkshire Middle District Registry of Deeds in Book 4010 Page 51, 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 18th day of January 2013 at 10:00 AM on the mortgaged premises at 2692 Jacobs Ladder, Becket, Massachusetts, all and singular the premises described in said mortgage, to wit:

GRANT OF MORTGAGE. For valuable consideration, Grantor grants to Lender with MORTGAGE COVENANTS all of Grantor's right, title, and interest in and to the following described real property, together with all existing or 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 real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in BERKSHIRE County, Commonwealth of Massachusetts:

SCHEDULE A

Beginning at an iron pipe found on the easterly side of the public way known as Jacobs Ladder Road, also known as Route 20, marking the place of beginning of the parcel herein conveyed;

thence N 51-48-56-F, a distance of 490.31', along the easterly side of land of the grantees herein, to an iron pipe found;

thence N-74-44-12-E, a distance of 858.60' to an iron pipe found;

thence S-14-27-18-E, a distance of 757.67', along land now or formerly of the Massachusetts Turnpike Authority, to a computed point;

thence S 77-08-16-W, a distance of 79.98', to a computed point;

thence S-13-33-08-E, a distance of 1,006.34', along land now or formerly of the Massachusetts Turnpike Authority, to a bound found;

thence S-77-42-21-W, a distance of 49.12', to a bound found;

thence S-12-51-44-E, a distance of 141.78', to an iron pipe found;

thence N-50-16-47-W, a distance of 97.74, along said Jacobs Ladder Road (Mass. State Highway – Route 20) to a computed point;

thence N-52-05-50-W, a distance of 425.19', to a computed point;
thence N-52-28-20-W, a distance of 554.16', to an iron pipe found;
thence N-41-30-00-E, a distance of 162.51', to an iron pipe found;
thence N-57-16-58-W, a distance of 167.60, to an iron pipe found;
thence S-39-27-51-W, a distance of 148.15', to an iron pipe found on the easterly side of said Jacobs Ladder Road;

thence N-52-42-48-W, a distance of 90.04, along the easterly side of Jacobs Ladder Road, to a bound found;

thence N-52-42-48-W, a distance of 230.94', along the easterly side of Jacobs Ladder Road, to a bound found;

thence traveling in a northwesterly direction, along the easterly side of Jacobs Ladder Road, a distance of 423.28', with a radius of 960.00, to a computed point;

thence N-27-30-09-W, a distance of 85.83' to an iron pipe found on the easterly side of said Jacobs Ladder Road, marking the place of beginning.

Said lot consisting of 32.68 acres of land +/- . Being Parcel A on a survey of land entitled "Plan of Land Francis Garrity and Nancy Cormier, Jacobs Ladder Road, Becket, MA, Scale" 1"=100', dated February 2, 2000", prepared by Eugene P. Galvagni, Jr., P.L.S., and recorded in the Berkshire Middle District Registry of Deeds in Plat F, No. 45.

Being the same premises conveyed to the mortgagors herein by deed of Robina Garrity, Trustee of the Beaver Realty Nominee Trust, dated May 30, 2000, recorded in Book 1725, Page 513. See also deed of mortgagor and Nancy Cormier to mortgagor recorded January 13, 2004 in Book 2829, Page 264.

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. 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.

The Pittsfield Cooperative Bank
Present Holder of said Mortgage

Attorney for The Pittsfield Cooperative 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
December 21 and December 28, 2012 and January 4, 2013

MEMORANDUM OF FORECLOSURE SALE
(2692 Jacobs Ladder, Becket, Massachusetts)

SELLER: THE PITTSFIELD COOPERATIVE BANK

BUYER: _____

BUYER'S ADDRESS: _____

BUYER'S EMAIL: _____

PURCHASE PRICE: _____
(\$ _____)

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

BALANCE DUE: _____
October 20, 2011 (\$ _____)

1. This Agreement dated this 26th day of April 2013, is by and between THE PITTSFIELD COOPERATIVE BANK, (the "SELLER"), having an address of 70 South Street, Pittsfield, Massachusetts 01201, holder of a mortgage given by FRANCIS GARRITY to THE PITTSFIELD COOPERATIVE BANK, dated and recorded March 17, 2008, in the Berkshire Middle District Registry of Deeds in Book 4010 Page 51 (the "Mortgage"), and the BUYER.
2. The BUYER hereby acknowledges that it has this day purchased at public auction conducted by Aaron Posnik – Auctioneers, upon the terms and conditions hereinafter set forth, the interest of the SELLER in certain real property located at 2692 Jacobs Ladder, Becket, Massachusetts, as more particularly described in the Mortgagee's Notice of Sale attached hereto as *Exhibit A* (the "Premises").
3. The title to the Auctioned Premises shall be conveyed on the Date and Time of Closing at the Place of Closing by a good and sufficient quitclaim deed ("Deed") (running to Buyer (or Buyer's Nominee)

conveying a good clear record and marketable and insurable title thereto free from all encumbrances except those listed in the Title Commitment and the following: (i) Real Estate Taxes assessed or to be assessed on the Premises to the extent that such taxes then are not yet due and payable; (ii) Betterment assessments, if any, which are not a recorded lien on the Premises as of the Date of the Memorandum of Auction Sale; (iii) 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:** (1) municipal taxes due; and (2) 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 Francis Garrity as in Book 4982, Page 241; (iv) Federal, state and local laws, ordinances, by-laws and rules regulating the use of land, particularly environmental, building, zoning, health, rent control and condominium conversion laws, if any, applicable as of the Date of this Agreement, provided that at the Date and Time of closing the Premises may be used as of right for single-family residential use; (v) Existing rights, if any, in party or partition walls; and (vi) Utility easements in the adjoining ways.

4. Included in the Premises to be sold, are the buildings, structures and improvements now thereon, the fixtures and attached personal property, IF ANY used in connection therewith including, if any, chandeliers, electric and other lighting fixtures, stair carpets and wall to wall carpeting, venetian blinds, window shades, curtain rods, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners, hot water heaters, plumbing and bathroom fixtures, mantle pieces, outside television antennae, satellite dishes, fences, gates, trees, shrubs, plants, ventilators, garbage disposers, dishwashers, washing machines, dryers, burglar and fire alarm systems, and if built in, cabinets, shelving, bookcases and air conditioning equipment. Seller shall at the closing deliver to Buyer all existing keys to the premises, garage door openers and all security codes.
ALL PPROPERTY REFERRED TO IN THIS PARAGARPH IS SOLD AS IS WHERE IS WITHOUT WARANTY OR REPRESENTATION OF ANY KIND.

5. 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. 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. Seller shall pay the costs of the documentary stamps.
6. The BUYER shall be subject to a 5% buyer premium.
7. 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 May 16, 2013 at 2:00 PM at **MARTIN, OLIVEIRA & HAMEL, PC**.
8. The acceptance of the Deed by BUYER shall be deemed to be a full performance and discharge of every agreement and obligation of SELLER.
9. 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.
10. 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.
11. 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.

12. 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.
13. 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.
14. The BUYER hereby acknowledges that the Premises may be served by an On-Site Wastewater System (“Septic System”). The BUYER also acknowledges:
 - a. The SELLER has provided a copy of a prior Inspection of the Septic System, but make no representation or warranty with regard to eh current condition of the Septic System as of this date.
 - b. The SELLER has not caused a current Inspection of the Septic System to be performed prior to this date and has expressly assigned this obligation to the BUYER and to be performed prior to this date and has expressly assigned this obligation to the BUYER.
 - c. The SELLER has made no representation to the BUYER regarding the type, capacity or condition of the Septic System;
 - d. The BUYER has accepted the obligation to inspect the Septic System and agreed to cause the Septic System to be inspected and the required System Inspection Form to be filed as required by Massachusetts Law;
 - e. The BUYER shall accept the Septic System together with the Premises in “as is” condition and the SELLER shall be under no obligation to cause the Septic System to be repaired, remediated, replaced or upgraded.

f. By execution of this Memorandum of Sale, the BUYER and BUYER's successors and assigns hereby releases the SELLER of and from all claims, actions and causes of action relating to the condition, capacity or operation of the Septic System or the obligation to prepare and file a System Inspection Report as required by Massachusetts Law.

g. 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. Normal and usual adjustments in accordance with the usual Berkshire County conveyancing practice ie: real estate taxes, water sewer charges, fuel etc.
17. All deposits with SELLER hereunder shall be held in escrow in a non-interest bearing account by MARTIN, OLIVEIRA, 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 Auction Sale, this Memorandum of Auction 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:

**THE PITTSFIELD COOPERATIVE
BANK**

Witness

By: _____
Donald Kuczarski
Its: Vice President

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. 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**: (1) municipal taxes due; and (2) 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 Francis Garrity as in Book 4982, Page 241.
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 May 16, 2013 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 Mortgagee reserves the right to adjourn, postpone or cancel this sale up until the moment the auctioneer accepts the highest bid.

01/02/2013

Town of Becket
OFFICE OF THE TAX COLLECTOR
557 Main St. Becket, Ma 01223
Certificate Number 1216

Id: 298 404.0-0045-30000

Location: JACOBS LADDER ROAD

Requestor:
MARTIN & OLIVEIRA, LLP
ATTORNEYS AT LAW
75 SOUTH CHURCH ST ST 550
PITTSFIELD, MA
01201-6145

Assessed Owner:
GARRITY FRANCIS

Current Status:
Acres: 32.68
Land Valuation: 59,800
Building Valuation: 34,000
Exemptions:
Taxable Valuation: 93800.00
Book: 2829 Page: 264

Interest Date: 01/15/2013

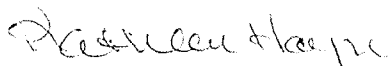
Year	Type	Due Date	Billed	Principal	Due Int/Fees	Tot Now Due
2011	Real Estat		0.00	0.00	0.00	0.00
2011	PRELIMINAR		0.00	0.00	0.00	0.00
	Total 2011		0.00	0.00	0.00	0.00
2012	Real Estat		0.00	0.00	0.00	0.00
2012	PRELIMINAR		0.00	0.00	0.00	0.00
2012	TAX TITLE		2,340.49	2,340.49	0.00	2,340.49
2012	INTEREST		0.00	0.00	68.75	68.75
	Total 2012		2,340.49	2,340.49	68.75	2,409.24
2013	PRELIMINAR	01 08/01/2012	140.99	140.99	0.00	140.99
2013	Interest	01 08/01/2012	0.00	0.00	9.03	9.03
2013	PRELIMINAR	02 11/01/2012	140.99	140.99	0.00	140.99
2013	Interest	02 11/01/2012	0.00	0.00	4.06	4.06
2013	Real Estat	03 02/01/2013	310.19	310.19	0.00	310.19
2013	Real Estat	04 05/01/2013	310.19	310.19	0.00	310.19
	Total 2013		902.36	902.36	13.09	915.45
	Grand Totals		3,242.85	3,242.85	81.84	3,324.69

Water/Sewer Acct: N/A

Water Due

Sewer Due

I hereby 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 are listed above.


Kathleen Hayn CMMC

Office of the Collector of Taxes
557 Main Street, Becket, MA 01223
(413) 623-8934

From Year: 0000 To: 9999 From Seq: 00 To: 99
 Owner: GARRITY FRANCIS

Id: 298 404.0-0045-30000
 Loc: JACOBS LADDER ROAD

Acct#:

Yr Seq	Bill No	Inst	Due Date	Principal	Fees	Interest To 01/18/13	Total Amount Due	Cumulative Due
13 REAL	1262	1	08/01/12	140.99		9.19	150.18	150.18
13 REAL	1262	2	11/01/12	140.99		4.22	145.21	295.39
13 REAL	1262	3	02/01/13	310.19			310.19	605.58
13 REAL	1262	4	05/01/13	310.19			310.19	915.77
2013	REAL	Total-		\$902.36		\$13.41	\$915.77	
12 09	72		11/09/12	2,340.49		71.82	2,412.31	3,328.08
2012		Total-		\$2,340.49		\$71.82	\$2,412.31	

*** Grand Totals \$3,242.85 \$0.00 \$85.23 \$3,328.08 \$3,328.08

*** End Of Account ***

77.00 Redemption fee
3405.08 Total Due