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BIDDER'S INFORMATIONAL PACKAGE

43-51 FLETCHER STREET LOWELL, MASSACHUSETTS

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LEGAL NOTICE

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by **PFC Realty Holdings, LLC**, a Massachusetts limited liability company with an address of 515 Fulton Street, Medford, MA to **Beacon Federal**, a bank with an address of 6311 dated July 17, 2008 and recorded with the Middlesex Northern District Registry of Deeds, Book 22325, Page 197, of which mortgage the undersigned is the present holder, **Berkshire Bank** (successor by merger to Beacon Federal), a Massachusetts banking corporation with its principal office and place of business at, 24 North Street, Pittsfield, Massachusetts 01201 for breach of the conditions of said mortgage and for the purpose of foreclosing the same will be sold at Public Auction at 11:00 o'clock, A. M. on the 11th day of June, 2013 A.D. , at 43-51 Fletcher Street, Lowell, MA all and singular the premises described in said mortgage:

To wit: "The land in said Lowell with the buildings thereon, situated on the Northeasterly side of Fletcher Street and the Southeasterly side of Worthern Street and thus bounded:

Beginning at the southerly corner of the premises, which is the southerly corner of Lot #11 on a plan hereinafter mentioned and on the Northeasterly side of said Fletcher Street; thence Northwesterly along said Fletcher Street Fifty-Four and 83/100 (54.83) feet to the intersection of said Worthern Street; thence Northeasterly along said Worthern Street Sixty-One and 32/100 feet to Lot #8 on said Plan; thence southeasterly along said Lot #8 along said Lot #10 on said Plan Sixty-Six and 48/100 (66.48) feet to a point at an unnumbered lot at the intersection of Dutton and Fletcher Street as shown on said plan; thence Southwesterly along said last mentioned plan Lot Sixty (60) feet to the point of beginning.

Containing 3,669.55 feet more or less and being shown as Lot 311 and part of Lot #12 on a plan entitled "Auction Sale of Building Lots in Lowell, Surveyed by A. Savary, Civil Engineer, dated July, 1857," which Plan is recorded in the Middlesex North District Registry of Deeds in Plan Book 1, Plan 28."

Mortgagor's "Additional Collateral" as described in Exhibit "B" of the Mortgage shall also be included in the sale at public auction.

For title see deed recorded at the Middlesex Northern District Registry of Deeds at Book 22325, Page 195.

Terms of sale: Cash, cashier's check, or certified check in the sum of \$10,000 as a deposit must be shown at the time and place of sale in order to qualify as a bidder (the mortgage holder and its designee(s) are exempt from this requirement); high bidder to sign a written Memorandum of Sale upon acceptance of bid; 10% of Purchase Price to be paid within 5 business days; 5% buyer's

premium applies, balance of purchase price payable in cash or by certified check in thirty (30) days from the date of the sale at the office of Mortgagee's attorney, Law Office of Peter V. Lawlor, PC, 41 Village Square, Chelmsford, MA 01824 or such other time and place as may be designated by mortgagee. The description of the premises contained in said mortgage shall control in the event of a typographical error in this publication.

Other terms to be announced at the sale.

(Signed)

Present holder of said mortgage.

BERKSHIRE BANK

By its attorney

Law Office of Peter V. Lawlor, PC

41 Village Square

Chelmsford, MA 01824

(978) 256-2551

MEMORANDUM OF SALE

PREMISES:

**43-51 Fletcher Street
Lowell, MA**

June 11, 2013

I HEREBY ACKNOWLEDGE TO HAVE THIS DAY PURCHASED BY PUBLIC AUCTION FROM **AARON POSNIK**, AUCTIONEER FOR **BERKSHIRE BANK** OF PITTSFIELD, MA (HEREINAFTER ALSO CALLED "SELLER"), THE REAL ESTATE DESCRIBED IN THE ATTACHED PRINTED ADVERTISEMENT (THE "PREMISES") FOR THE SUM OF _____ DOLLARS (\$ _____.) AND I HEREBY AGREE TO COMPLY WITH THE TERMS OF THE SALE AS STATED IN THE MEMORANDUM OF SALE HERETO ANNEXED, AND HAVING PAID THE SUM OF TEN THOUSAND and 00/100 DOLLARS (\$ 10,000.00) (THE "DEPOSIT"), AGREEABLY TO SAID TERMS OF SALE, TO FORFEIT SAID SUM TO THE USE OF THE SELLER SHOULD I FAIL TO COMPLY WITH THE RESIDUE OF SAID TERMS OF SALE. IN THE CASE OF FORFEITURE, THE DEPOSIT SHALL BECOME THE PROPERTY OF THE MORTGAGEE AND SHALL NOT BE APPLIED TO THE MORTGAGE DEBT AND SUCH FORFEITURE SHALL NOT RELEASE THE BUYER FROM THIS CONTRACTUAL AGREEMENT.

PURCHASER:

WITNESS TO PURCHASER:

Witness Purchaser

I, _____ the Purchaser at this Public Auction Sale, do hereby acknowledge that I have read the attached memorandum and terms together with all exhibits attached hereto and I agree to the terms and conditions as set forth and I further acknowledge receipt of a copy of these terms and conditions contained in the Auctioneer's Memorandum of Sale.

EXHIBITS

1. Memorandum of Terms and Conditions of Sale
2. Mortgagee's Notice of Sale
3. Municipal Lien Certificate
4. Statement of Encumbrances: None Known to Mortgagee
5. Bankruptcy Information - Relief from Automatic Stay Order
6. Articles of Merger: Beacon Federal and Berkshire Bank

PURCHASER:

WITNESS TO PURCHASER:

Witness Purchaser

RECEIPT FOR DEPOSIT

\$ 10,000.00

Date: May ____, 2013

RECEIVED OF _____ THE SUM OF TEN THOUSAND and 00/100 DOLLARS (\$10,000.00) AS A DEPOSIT AND IN PART PAYMENT FOR 41-53 FLETCHER STREET, LOWELL, MASSACHUSETTS (THE "PREMISES") THIS DAY SOLD BY ME AT PUBLIC AUCTION, FOR THE SUM OF _____ DOLLARS (\$ _____..), SUBJECT TO THE TERMS AND CONDITIONS OF SALE.

_____ Authorized Agent

MEMORANDUM OF TERMS AND CONDITIONS OF SALE

RE: 41 - 53 Fletcher Street, Chelmsford, MA (THE "PREMISES")

The Premises are to be conveyed by a good and sufficient Foreclosure Deed under the Statutory Power of Sale, subject to Land Court approval, if necessary, as set forth below and in the Notice of Sale, any and all unpaid taxes, water and sewer charges, security deposits or last month's rent, municipal liens and assessments, tax titles, if any there are, any parties in possession, zoning and building and rent control laws and ordinances and all matters set forth on Exhibit "A."

TERMS

_____ Dollars of purchase money to be paid in cash or certified check upon delivery of Deed (of which amount the deposit of Ten Thousand and 00/100 (\$10,000.00) shall be considered a part). 10% of Purchase Price to be paid within 5 business days; 5% buyer's premium applies.

Settlement is to be made at the office of Peter V. Lawlor, Esquire, 41 Village Square, Chelmsford, Massachusetts 01824 at ___:00 p.m. on the _____ day of _____, 2013. Time is of the essence in this agreement.

The Buyer, in addition to the purchase price, shall be obligated to pay for and affix to the Foreclosure Deed the Massachusetts Excise Stamps and any and all recording charges.

The Buyer acknowledges that the Mortgagee has made no representations or warranties to the Buyer in connection with the real property, whether expressed or implied, as to the physical condition hereof or otherwise, and has made no agreement with the Buyer except such as contained herein. All of the property is sold "as is."

The Buyer acknowledges that no personal property of any nature is included in this contract of sale, except as particularly mentioned in the printed advertisement.

The Buyer acknowledges that from and after this date the Buyer shall have the sole risk of loss and the Mortgagee shall have no responsibility for maintaining insurance on the Property. In the event that the Property is damaged by fire or other casualty after the date hereof, then the Buyer shall remain obligated to consummate the sale without any reduction in the purchase price. The Buyer

acknowledges that there will be no adjustment for outstanding municipal liens referenced above, nor for condominium fees or rents, including security deposits, if any.

The Buyer acknowledges that the Buyer shall be obligated to obtain all necessary approvals in connection with the sale of the premises including, without limitation, a smoke detector certificate of compliance. The Buyer acknowledges that the Mortgagee has not made any representations or warranties whatsoever as to the availability of any of the foregoing or similar certificates. The Buyer further acknowledges that the Mortgagee has not made any representations as to the presence of lead-based paint, plaster or other accessible lead-based materials or urea formaldehyde insulation (UFFI), or underground oil tanks. The Buyer assumes any and all obligations arising out of the discovery of such lead-based materials, urea formaldehyde foam insulation or underground oil tanks. The Buyer further acknowledges that (s)he will be required to perform all of Buyer's obligations under this agreement notwithstanding Buyer's ability to obtain such certificates, reports or approvals.

If the Seller shall be unable to convey title or deliver possession in conformity with the terms of this Memorandum or any attachments incorporated herein, the Seller may cancel this contract by promptly refunding any deposit money to the Buyer and there shall be no further recourse to or liability of any party hereto.

The acceptance of the Foreclosure Deed by the Buyer shall be deemed to be full performance and discharge of the Mortgagee's obligation hereunder.

PURCHASER:

BERKSHIRE BANK- SELLER

By: Danielle Haynes
Its: Vice President

State Tax Form 290
 Certificate: 3317
 Issuance Date: 04/17/2013

MUNICIPAL LIEN CERTIFICATE
 CITY OF LOWELL
 COMMONWEALTH OF MASSACHUSETTS

Requested by ATTY PETER V LAWLOR

I 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 received on 04/17/2013 are listed below.

DESCRIPTION OF PROPERTY

Parcel ID: F90595

43 FLETCHER ST

PFC REALTY HOLDINGS LLC
 515 FULTON ST
 MEDFORD MA 02155

Land area : 3,669 SF
 Land Value : 105,900
 Impr Value : 102,700
 Land Use : 0
 Exemptions : 0
 Taxable Value: 208,600

Deed date: 07/18/2008 Book/Page: 22325/195
 Class: 3260-COMMERC.

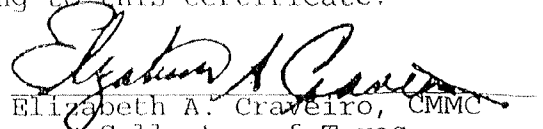
FISCAL YEAR	2013	2012	2011
DESCRIPTION			
REAL ESTATE TAX COMM/IND	\$6,533.35	\$6,443.65	\$6,201.68
SEWER LN	\$364.53	\$.00	\$378.66
SEWER LN COMMITTED INT	\$53.69	\$.00	\$45.75
WATER LN COMMITTED INT	\$41.13	\$.00	\$27.18
WATER LIEN	\$279.90	\$.00	\$224.84
TOTAL BILLED:	\$7,272.60	\$6,443.65	\$6,878.11
Charges/Fees	\$250.00	\$280.00	\$50.00
Abatements/Exemptions	\$.00	\$.00	\$.00
Payments/Credits	\$.00	\$.00	-\$6,928.11
Interest to 04/17/2013	\$326.90	\$1,207.26	\$.00
TOTAL BALANCE DUE:	\$7,849.50	\$7,930.91	\$.00
TOTAL INTEREST PER DIEM:	\$4.6095		
OTHER UNPAID BALANCES:			
2011 UTILITY BILLING SERVIC	\$2.29		
2013 UTILITY BILLING SERVIC	\$310.01		

Water/Sewer/Refuse amount DOES NOT reflect a final reading.
 Water/Sewer/Refuse may be billed to condo complex, not individual units. It is advisable to request a FINAL READING at 978-970-4241.

Please contact Development Services regarding possible Municipal Charges Liens at 978-674-4144.

Please contact the Tax Collector's Office at 978-674-4222 for

Final Payoff Figures, or for any questions relating to this certificate.


Elizabeth A. Craveiro, CMMC
Collector of Taxes

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE