

# **FORECLOSURE SALE**

**BERKSHIRE BANK- Mortgagee**

**Premises Located at 1565 Pleasant Street, Lee (South Lee), Massachusetts**

**October 3, 2013**

## **Index of Documents Available for Inspection by Qualified Bidders**

1. Additional Terms of Mortgagee's Sale of Mortgaged Premises;
2. Memorandum of Foreclosure Sale with Mortgagee's Notice of Sale of Real Estate;
3. Secured Party Bill of Sale
4. Municipal Lien Certificate;
5. Specimen Foreclosure Deed and Affidavit;
6. Specimen Certificate of Entry;
7. Judgment Authorizing Foreclosure Sale; and
8. Display Advertisement.

**MARTIN, OLIVEIRA  
& HAMEL, PC,**

Attorneys and Counselors at Law  
THE CLOCKTOWER  
75 South Church Street; Suite 550  
Pittsfield, Massachusetts 01201-6145  
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[TJH@martinoliveira.com](mailto:TJH@martinoliveira.com)

## **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 and of the personal property shall be subject to a 10% 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 of the Mortgaged Premises 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. The successful bidder shall be required to increase the deposit to an amount equal to 10% of the total bid within ten (10) days of the auction 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.
6. The title to the personal property shall be that which is subject to the security interest in favor of the Secured Party and the purchaser shall take title to the personal property by a Secured Party Bill of Sale, without covenants
7. All of the personal property shall be sold to the highest bidder, either as individual lots or a single lot separate, whether together with or and apart from the real estate. The successful bidder will pay a deposit at time and place of sale in an amount equal to twenty-five (25%) of the successful bid and pay the balance and take possession of the personal property within ten (10) days, all property sold in AS-IS WHERE IS condition. Buyer is subject to any or all sales tax or other governmental charges and a 10% Buyer's premium..

8. 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.
9. 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.
10. The balance of the purchase price, shall be paid on or before October 23, 2013 at 2:00 PM and the Mortgagee shall deliver the Foreclosure Deed for the Mortgaged Premises to the Buyer at **MARTIN, OLIVEIRA & HAMEL, PC, THE CLOCKTOWER, 75 South Church Street; Suite 550, Pittsfield, Massachusetts 01201-6145.**
11. 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 or Secured Party Bill of Sale.
12. 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.
13. The Mortgaged Premises and personal property 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.

14. 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.
15. The Mortgagee reserves the right to adjourn, postpone or cancel this sale up until the moment the auctioneer accepts the highest bid.

**MEMORANDUM OF FORECLOSURE SALE**  
(1565 Pleasant Street, Lee (South Lee), 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 3<sup>rd</sup> day of October 2013, is by and between **BERKSHIRE BANK successor by merger to LEGACY BANKS**, (the "SELLER"), having an address of 70 South Street, Pittsfield, Massachusetts 01201, holder of a mortgage given by **GEORGE R. CROCKETT, NOT PERSONALLY BUT AS TRUSTEE ON BEHALF OF 1565 NOMINEE TRUST TO LEGACY BANKS**, dated April 10, 2009 and recorded April 13, 2009 in the Berkshire Middle District Registry of Deeds in Book 4269 Page 321 (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 1565 Pleasant Street, Lee (South Lee), 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.
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 October 23, 2013, 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: \_\_\_\_\_  
James E Phelan  
Its: Vice President

***BUYER:***

\_\_\_\_\_  
Witness

\_\_\_\_\_  
  
\_\_\_\_\_

**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 **GEORGE R. CROCKETT, NOT PERSONALLY BUT AS TRUSTEE ON BEHALF OF 1565 NOMINEE TRUST TO LEGACY BANKS**, dated April 10, 2009 and recorded April 13, 2009 in the Berkshire Middle District Registry of Deeds in Book 4269 Page 321, 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 **THURSDAY OCTOBER 3, 2013, commencing at 2:00 P.M.** on the mortgaged premises at 1565 Pleasant Street, Lee (South Lee), Massachusetts, all and singular the premises described in said mortgage, to wit:

NORTHERLY	by said Route 102;
WESTERLY	by land now or formerly of the American Writing Paper Company and land now or formerly of I.H. Pixley;
SOUTHERLY	by the Housatonic River;
EASTERLY	by land now or formerly of Cora Morris.

Subject to an easement granted to The Society for the Preservation of New England Antiquities, dated December 5, 2000, and recorded with the Berkshire Middle District Registry of Deeds in Book 1040, Page 861&c.

Subject to the rights and easements given to Hurlbut Paper Company by two instruments dated July 21, 1943, and recorded with said Registry of Deeds in Book 505, Page 438, and Book 511, Page 122, respectively.

Being the same premises conveyed to the Mortgagor herein by deed of Charles A. Reynolds and Faith O. Reynolds, dated and recorded June 8, 2001, with the Berkshire Middle District Registry of Deeds in Book 1934, Page 178.

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 Legacy Banks  
Present Holder of said Mortgage  
By: James E. Phelan, Vice President

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 6, 13 and 20, 2013.

**SECURED PARTY BILL OF SALE**

This **SECURED PARTY BILL OF SALE** is made this \_\_\_ day of October 2103 by **BERKSHIRE BANK SUCCESSOR BY MERGER TO LEGACY BANKS**, ("Seller") to \_\_\_\_\_, having a mailing address of \_\_\_\_\_, ("Buyer").

***WITNESSETH:***

*WHEREAS*, Seller has a properly perfected security interest by virtue subject of two (2) certain Security Agreements dated April 10, 2009 executed and delivered by Historic Merrell Inn, LLC to Legacy Banks<sup>1</sup>, which is currently held by the undersigned in personal property of Historic Merrell Inn, LLC ("Debtor"), including but not limited to the property described in the attached hereto as *Exhibit "A"* (the "Personal Property"); and

*WHEREAS*, the indebtedness secured by the Property is in default, and Seller has the right to foreclose upon and sell said personal pursuant to Section 9-504 of the Massachusetts Uniform Commercial Code; and

*WHEREAS*, on October 3, 2013, Seller conducted a duly advertised and properly noticed public auction of the Property of the Debtor and the Buyer was the successful high bidder for the Personal Property; and

*WHEREAS*, the Seller wishes to sell, and Buyer wishes to purchase, the Personal Property pursuant to this Bill of Sale.

***NOW, THEREFORE***, in consideration of the foregoing and the payment of \_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged and pursuant to the Massachusetts Uniform Commercial Code, Seller does hereby grant, bargain, sell, assign, transfer and convey unto Buyer, its successors and assigns, all right, title and interest of Debtor in and to the personal property described in *Exhibit "B"* hereto, upon and subject to the terms described herein.

SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO: THE TITLE TO THE PROPERTY; THE CONDITION, DESIGN, OR QUALITY OF THE PROPERTY; THE FITNESS OF THE PROPERTY FOR USE OR FOR A PARTICULAR PURPOSE; THE MERCHANT ABILITY OF THE PROPERTY; COMPLIANCE OF THE PROPERTY WITH THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS OR CONTRACTS PERTAINING THERETO; PATENT INFRINGEMENT; LATENT DEFECTS; THE QUALITY OF THE MATERIAL

<sup>1</sup> Berkshire Bank, successor by merger to Legacy Banks

OR WORKMANSHIP OF THE PROPERTY OR THE CONFORMITY OF THE PROPERTY TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER RELATING THERETO; THE OPERATION, USE, OR PERFORMANCE OF THE PROPERTY; OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, WITH RESPECT TO THE OPERATION, USE OR PERFORMANCE OF THE PROPERTY.

SELLER SHALL HAVE NO LIABILITY TO BUYER OR ANY PERSONS WHOMSOEVER (INCLUDING LESSEES OR PURCHASERS OF ALL OR ANY OF THE PROPERTY) FOR ANY CLAIM, LOSS, DAMAGE, OR EXPENSE (INCLUDING ATTORNEY FEES) OF ANY KIND OR NATURE, WHETHER SPECIAL, CONSEQUENTIAL, ECONOMIC OR OTHERWISE, CAUSED OR ALLEGED TO BE CAUSED DIRECTLY, INDIRECTLY, INCIDENTALLY, OR CONSEQUENTIALLY BY THE PROPERTY OR ANY PART THEREOF OR PRODUCTS THERE FROM, BY ANY INADEQUACY OF THE PROPERTY OR DEFECT OR DEFICIENCY THEREIN, BY ANY INCIDENT WHATSOEVER ARISING IN STRICT LIABILITY OR OTHERWISE FROM SELLER'S OR BUYER'S NEGLIGENCE OR OTHERWISE, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED, OR ARISING OUT OF THIS AGREEMENT OR THE PROPERTY. BUYER SHALL INDEMNIFY AND HOLD SELLER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, EXPENSES (INCLUDING LEGAL EXPENSES AND ATTORNEYS FEES), DAMAGES, LOSSES, LIABILITIES INCURRED OR SUFFERED BY SELLER, BUYER, OR ANY OTHER PARTY IN CONNECTION WITH THE DELIVERY, OPERATION, USE PERFORMANCE, LEASE OR PURCHASE OF THE PROPERTY, OR AS A RESULT OF ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING STRICT LIABILITY IN TORT).

Buyer acknowledges that Seller has made no representation or warranty concerning the location of the personal property nor whether all of the personal property is in existence or operational. BUYER PURCHASES THE PROPERTY AS IS AND WHERE SO EVER LOCATED, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. Buyer accepts the personal property subject to the terms of this Bill of Sale.

Buyer agrees to be responsible for all taxes liens, charges, and encumbrances that are now existing or hereafter incurred, assessed, or imposed on the personal property or as a result of the ownership or sale of the personal property. Buyer hereby agrees to hold Seller harmless from and against any and all taxes, liens, charges and encumbrances that are now existing or are hereafter incurred, assessed or imposed on the personal property or as a result of the ownership of the personal property.

EXECUTED AS A SEALED INSTRUMENT this \_\_\_\_, day of October 2013.

**BERKSHIRE BANK SUCCESSOR BY  
MERGER TO LEGACY BANKS**

\_\_\_\_\_  
By: James E. Phelan, Vice President

STATE OF MASSACHUSETTS

Berkshire, ss.  
(Name of County)

October 13, 2013

Before me, \_\_\_\_\_ (name of notary), the undersigned notary public, personally appeared James E. Phelan, Vice President **BERKSHIRE BANK SUCCESSOR BY MERGER TO LEGACY BANKS**, and proved to me through satisfactory evidence of identification, which was a \_\_\_\_\_ (form of identification), to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public:  
My Commission Expires:

THE COMMONWEALTH OF MASSACHUSETTS

Town of Lee

TOWN OF CITY OR TOWNS

OFFICE OF THE COLLECTOR OF TAXES

NE 063

Thomas J. Hamel, Esquire  
Martin, Oliveira & Hamel, PC  
75 South Church Street, Suite 550  
Pittsfield, Massachusetts

September 4, XX 2013

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 September 3, 2013 are listed below.

DESCRIPTION OF PROPERTY

ASSESSED OWNER: 1565 Nominee Trust, George R. Crockett, Trustee  
LOCATION OF PROPERTY: 1565 Pleasant Street, Lee, MA -- Assessors' Map 29 Lot 74  
PARCEL IDENTIFICATION: Berkshire Middle District Registry of Deeds, Book 1934, Page 178  
LAND AREA: 1.90 acres  
VALUATION: FY 2013 \$719,000

FISCAL YEAR	2014 Real Estate	2013 Real Estate	2012 Real Estate
TAX <u>Billed semiannually</u>	<u>Values not certified,</u>		
* Preliminary _____	<u>tax rate not set nor</u>		
Actual _____	<u>tax bills issued.</u>	<u>\$10,130.71</u>	<u>\$9,828.73</u>
DISTRICT TAX _____			
* Preliminary _____			
Actual _____			
BETTERMENTS/SPECIAL ASSESSMENTS			
Committed Interest _____			
UTILITY LIENS			
Water _____			
Sewer _____			
Electric _____			
Committed Interest _____			
Collection Charges _____			
OTHER LIENS			
Committed Interest _____			
Collection Charges _____			
TOTAL BILLED		<u>\$10,130.71</u>	<u>\$9,828.73</u>
Payments _____		<u>\$10,130.71</u>	<u>\$9,828.73</u>
Abatements/Exemptions _____			
Charges and Fees _____			
Interest to _____			
_____ per diem			
<b>BALANCE DUE</b>		<b>0</b>	<b>0</b>

\*PRELIMINARY TAXES generally represent no more than 50% of prior year's tax.  
UNPAID BETTERMENTS/SPECIAL ASSESSMENTS NOT YET ADDED TO TAX: \_\_\_\_\_ Interest from \_\_\_\_\_ to be added.

IMPROVEMENTS VOTED FOR WHICH THERE WILL PROBABLY BE BETTERMENTS/SPECIAL ASSESSMENTS:

UNPAID UTILITY CHARGES: None. (Metered 4/1-6/30/13 Paid.)

OTHER UNPAID CHARGES: None. (FY 2013 Personal Property Tax: \$1,127.62 Paid.)

This property is in tax title. Contact the Treasurer for outstanding amounts.

All of the amounts listed above are to be paid to the Collector.

I have no knowledge of any other outstanding amount that constitutes a lien.

*Janice G. Smith*

COLLECTOR OF TAXES

Janice G. Smith, CMMC

Property Location: 1565 Pleasant Street, Lee (South Lee), Massachusetts

**FORECLOSURE DEED**

**BERKSHIRE BANK** successor by merger to **LEGACY BANKS**, a Massachusetts corporation with an address of 24 North Street Pittsfield Massachusetts, present holder of a Mortgage given by **GEORGE R. CROCKETT, NOT PERSONALLY BUT AS TRUSTEE ON BEHALF OF 1565 NOMINEE TRUST TO LEGACY BANKS**, dated April 10, 2009 and recorded April 13, 2009 in the Berkshire Middle District Registry of Deeds in Book 4269 Page 321, by the power conferred by said Mortgage and every other power for \_\_\_\_\_ **AND NO/100 (\$ \_\_\_\_\_)** **DOLLARS** paid grants to \_\_\_\_\_, husband and wife to hold as **TENANTS BY THE ENTIRETY**, having a mailing address of \_\_\_\_\_, the premises conveyed by said mortgage.



EXECUTED AS A SEALED INSTRUMENT this \_\_\_\_ day of October 2013.

**BERKSHIRE BANK successor by merger  
to LEGACY BANKS**

By: \_\_\_\_\_  
**JAMES E. PHELAN**, Vice President

COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss.  
(Name of County)

October \_\_\_\_, 2013

Before me, \_\_\_\_\_ (name of notary), the undersigned notary public, personally appeared **JAMES E. PHELAN**, Vice President of the **BERKSHIRE BANK successor by merger to LEGACY BANKS** and proved to me through satisfactory evidence of identification, which was a \_\_\_\_\_ (form of identification), to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public:

My Commission Expires:

**AFFIDAVIT OF SALE**

I, **JAMES E. PHELAN**, Vice President of the **BERKSHIRE BANK** successor by merger to **LEGACY BANKS** (“Seller”) named in the foregoing Deed, make oath and that the principal, interest, and other obligations mentioned in the mortgage above referred to were not paid or tendered when due or prior to the sale and that the Seller caused to be published on September 6, 13 and 20, 2013 in The Berkshire Eagle, a newspaper published or by its title page purporting to be published in Pittsfield, Berkshire County, Massachusetts and having a circulation in the Town of Lee, Massachusetts, a notice a true copy of which is attached hereto as *Exhibit A*.

Said Seller has complied with Massachusetts General Laws Chapter 244, Section 14, as amended, by mailing the required notices certified mail return receipt requested to the parties entitled to such noticed.

Pursuant to said notice, at the time and place therein appointed, on October 3, 2013 at 2:00 pm at the mortgaged premises, 1565 Pleasant Street, Lee (South Lee), Massachusetts, said Seller sold the premises at public auction by Cory Fisher of Aaron Posnik – Auctioneers, a licensed auctioneer to \_\_\_\_\_ for \_\_\_\_\_ **DOLLARS** bid by \_\_\_\_\_, being the highest bid made therefore at said auction, having a mailing address of \_\_\_\_\_.

Signed under the penalties of perjury as a sealed instrument this \_\_\_\_ day of October 2013.

**BERKSHIRE BANK successor by merger  
to LEGACY BANKS**

By: \_\_\_\_\_  
**JAMES E. PHELAN, Vice President**

COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss.  
(Name of County)

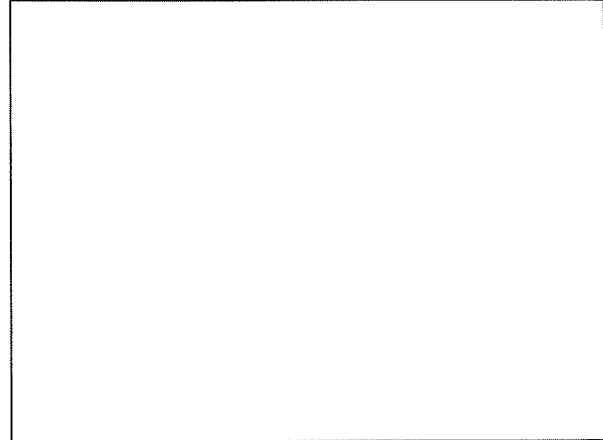
October \_\_\_, 2013

Before me, \_\_\_\_\_ (name of notary), the undersigned notary public, personally appeared **JAMES E. PHELAN, Vice President of the BERKSHIRE BANK successor by merger to LEGACY BANKS** and proved to me through satisfactory evidence of identification, which was a \_\_\_\_\_ (form of identification), to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public:

My Commission Expires:

Property Location: 1565 Pleasant Street, Lee (South Lee), Massachusetts



*For Registry Use*

### **CERTIFICATE OF ENTRY**

**THE UNDERSIGNED HEREBY CERTIFY** under oath that on the 3<sup>rd</sup> day of October 2013, we were present and saw James E. Phelan, Vice President, on behalf of **BERKSHIRE BANK successor by merger to LEGACY BANKS**, a Massachusetts banking corporation qualified to do business in the Commonwealth of Massachusetts with a principal place of business at 24 North Street, Pittsfield, Massachusetts, 01201, the present holder and mortgagee named in a certain mortgage given by **GEORGE R. CROCKETT, NOT PERSONALLY BUT AS TRUSTEE ON BEHALF OF 1565 NOMINEE TRUST TO LEGACY BANKS**, dated April 10, 2009 and recorded April 13, 2009 in the Berkshire Middle District Registry of Deeds in Book 4269 Page 321, make an open, peaceable and unopposed entry on the premises having an address of 1565 Pleasant Street, Lee (South Lee), Massachusetts, described in said mortgage, for the purpose, by his declared, of foreclosing said mortgage for breach of conditions thereof.

**CERTIFIED and EXECUTED under oath and under SEAL** this the 3<sup>rd</sup>  
day of October 2013.

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Witness: Corey Fisher

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Witness: Thomas J. Hamel

COMMONWEALTH OF MASSACHUSETTS

BERKSHIRE, ss.

October 3, 2013

Then personally appeared the above named Corey Fisher and Thomas J. Hamel Jr., made oath that the above certificate by them subscribed is true, before me, \_\_\_\_\_, the undersigned notary public, and proved to me through satisfactory evidence of identification, which was personal knowledge to be the persons whose names are signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose.

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Notary Public:  
My Commission Expires:

seal



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The Commonwealth of Massachusetts

Berkshire, SS.

Superior Court Dept.  
Civil #12 293

Berkshire Bank, successor by merger to Legacy Banks

Vs.

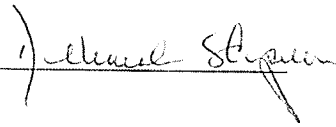
1565 Nominee Trust and George R. Crockett, Trustee

**FINAL DECREE AUTHORIZING FORECLOSURE OF MORTGAGE**

This cause brought because of an Act of Congress known as the Service members Civil Relief Act , as amended, for authority to foreclose a mortgage of real estate situated at 1565 Pleasant St., Lee, Massachusetts in the County of Berkshire dated April 10, 2009 and recorded on April 13, 2009 in the Berkshire Middle District Registry of Deeds in Book 4269 and Page 321 came on to be further heard, and was argued by counsel for the plaintiff. and thereupon, upon consideration thereof, it is ORDERED, ADJUDGED and DECREED that the plaintiff be and hereby is authorized to foreclose said mortgage by making an entry and by the exercise of the power of the sale contained therein.

by the Court, (Ford, J.)

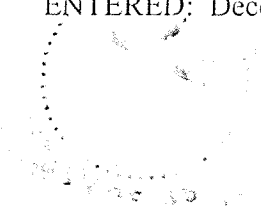
A true copy  
attest:



Deborah S. Capeless

Clerk

ENTERED: December 20, 2012



**Public Notices**

**Public Notices**

Being the same premises conveyed to the Mortgagor herein by deed of Charles A. Reynolds and Faith O. Reynolds, dated and recorded June 8, 2001, with the Berkshire Middle District Registry of Deeds in Book 1934, Page 178.

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 Legacy Banks  
Present Holder of said Mortgage  
By: James E. Phelan, Vice President

Attorney for Berkshire Bank  
Thomas J. Hamel, Esquire  
**MARTIN, OLIVEIRA & HAMEL, PC**  
The Clocktower  
75 South Church Street, Suite 550  
Pittsfield, Massachusetts 01201-6145

09/06/13, 09/13/13, 09/20/13

**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 **GEORGE R. CROCKETT, NOT PERSONALLY BUT AS TRUSTEE ON BEHALF OF 1565 NOMINEE TRUST TO LEGACY BANKS**, dated April 10, 2009 and recorded April 13, 2009 in the Berkshire Middle District Registry of Deeds in Book 4269 Page 321, 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 **THURSDAY OCTOBER 3, 2013, commencing at 2:00 P.M.** on the mortgaged premises at 1565 Pleasant Street, Lee (South Lee), Massachusetts, all and singular the premises described in said mortgage, to wit:

**NORTHERLY** by said Route 102;  
**WESTERLY** by land now or formerly of the American Writing Paper Company and land now or formerly of I.H. Pixley;  
**SOUTHERLY** by the Housatonic River;  
**EASTERLY** by land now or formerly of Cora Morris.

Subject to an easement granted to The Society for the Preservation of New England Antiquities, dated December 5, 2000, and recorded with the Berkshire Middle District Registry of Deeds in Book 1040, Page 861&c.

Subject to the rights and easements given to Hurlbut Paper Company by two instruments dated July 21, 1943, and recorded with said Registry of Deeds in Book 505, Page 438, and Book 511, Page 122, respectively.