

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE  
737 Bridge Road, Northampton, MA

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Northampton Healthcare Real Estate, LLC to Capitalsource Finance LLC, now held by Bais Pinchos by assignment, dated March 28, 2005 and recorded in Hampshire County Registry of Deeds Book 8212 Page 114, of which mortgage the undersigned is the present holder, for breach of the conditions of said mortgage and for the purpose of foreclosing, the same will be sold at Public Auction on the thirteenth (13<sup>th</sup>) day of January, 2012 A.D., at 11:00 o'clock, A.M. on the premises below described all and singular the premises described in said mortgage, said premises being therein described substantially as follows, to wit: 737 Bridge Road, Northampton, Massachusetts

A tract of land with the buildings thereon located on the South side of Bridge Road, The East side of Hatfield Street and the West side of Prospect Avenue in said Northampton, further bounded and described as follows: Beginning at an iron pin on the West side of Prospect Avenue which iron pin marks the southeast corner of the premises; Thence N.71° 52'07"W, along land now or formerly of Gavin Grant & Kelly Link a distance of three hundred seventy three and two one-hundredths (373.02) feet to an iron pin; Thence continuing in the same course a distance of eighty-eight and seventy-four one-hundredths (88.74) feet to an iron pin; Thence N.07°37'31"E. a distance of one hundred forty and twelve one-hundredths (140.12) feet to an iron pin; Thence N71°45'52"W a distance of one hundred fifty and sixty-five one hundredths (150.65) feet to an iron pin on the East side of Hatfield Street (the last two courses are along land now or formerly of Raymond E. Hebert, formerly of William F. Ryan et ux.); Thence N.43°10'09"E. along the East line of Hatfield Street a distance of one hundred seventy-two and twenty-two one-hundredths (172.22) feet to an iron pin; Thence continuing along the East line of Hatfield Street on a curve to the right with a radius of one hundred ninety-one and eight-seven one-hundredths (191.87) feet a distance of one hundred thirty-nine and forty-eight one-hundredths (139.48) feet to an iron pin which marks the intersection of Hatfield Street with Bridge Road; Thence N. 84°49'13"E. along the South line of Bridge Road a distance of four hundred eighty-three and thirty-three one-hundredths (483.33) feet to a point; Thence continuing along the south line of Bridge Road S. 85°01'06"E. a distance of sixty-nine and sixty-three one-hundredths (69.63) feet to a point at the Northwest corner of Prospect Avenue ; Thence S.22°24'03"W. along the West line of Prospect Avenue a distance of five hundred ninety-seven and eight-five one-hundredths (597.85) feet to the point of beginning. Being the same property conveyed to Northampton Nursing Home, Inc. by Deed of John F. Skibiski et al., dated January 29, 1969, and recorded in Hampshire County Registry of Deeds Book 1545, Page 732. The premises are shown on a plan entitled "ALTA/ACSM Land Title Survey, Northampton, Massachusetts, Prepared for Northampton Healthcare Real Estate, LLC" dated March 16, 2005, prepared by Huntley Associates, P.C. recorded with the Hampshire Registry of Deeds. The description of the property contained in the mortgage shall control in the event of a typographical error in this publication. For Mortgagor's Title see deed dated March 31, 2005 recorded in Hampshire County Registry of Deeds book 8212 page 109.

The Premises will be sold subject to and with the benefit of all rights, rights of way, restrictions, easements, orders of condition, covenants, liens or claims in the nature of liens, improvements, outstanding tax titles, rights of tenants and parties in possession, unpaid taxes, municipal liens and other public taxes, assessments or liens and existing encumbrances having priority over the Mortgage, if any.

**TERMS OF SALE:** A deposit of One Hundred Thousand (\$100,000.00) Dollars will be required to be paid in cash or by certified or bank check by the successful bidder at the time and place of the sale. An additional deposit amount will be required to be paid by certified or bank check by the successful bidder within one business day from the date of the auction sale in an amount that increases the total deposit to ten percent (10%) of the successful bid amount. The balance of the successful bid amount is to be paid by certified or bank check within forty-five (45) days from the date of the sale, and the deed for the Premises shall be delivered contemporaneously with such payment. The Mortgage Holder reserves the right to postpone or adjourn this sale to a later time or date by public proclamation at the time and date appointed for the sale and to further postpone or adjourn any postponed or adjourned sale by public proclamation at the time and date appointed for the postponed or adjourned sale. The successful bidder at the sale will be required to sign a Memorandum of Sale containing the above terms, and other announced terms, at the sale. Other terms to be announced at the sale.

Bais Pinchos, present holder of said mortgage  
By its attorney, Gerald Glasser, Esq.  
Kalill, Glasser & Associates  
135 State Street  
Springfield, MA 01103