

MORTGAGEE'S SALE OF REAL ESTATE AT
AUCTION

- Prime Development Opportunity -

*Undeveloped Site with Permits
Mixed Use Condominium Complex*



- Property Information Packet -

2 Broadway ~ Salisbury Beach, MA

TO BE HELD ON SITE

Thursday, September 20th @ 3:00 PM

JOHN MCINNIS AUCTIONEERS

76 Main Street ~ Amesbury, MA

800-822-1417 ♦ mcinnisauctions.com

Ma Lic# 770

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Visit www.mapquest.com

Municipal Lien Certificate

JOHN McINNIS AUCTIONEERS
76 Main Street ~ Amesbury, MA
800-822-1417 ♦ mcinnisauctions.com
Ma Lic# 770

Dear Prospective Bidder:

Thank you for your inquiry and interest in our upcoming Mortgagee's Real Estate Foreclosure Auction located at 2 Broadway, Salisbury Beach, Massachusetts to be held on Thursday, September 20th at 3:00 p.m. This 19,502 +/- sq ft parcel of vacant land with certain approvals for a five story mixed use condominium will be sold at Public Auction.

To be eligible to bid, at the time of registration you must present \$25,000.00 deposit in cash or cashier's check.

The bidder's prospectus has been assembled for your convenience and if you have any other questions, please do not hesitate to call our office.

Our staff is readily available to assist you with any questions you may have regarding the property or the auction process.

Thank you again for your interest in this property and we look forward to seeing you on the day of the auction. Registration will commence one hour prior to the auction.

Sincerely,

A handwritten signature in black ink, appearing to read 'John P. McInnis', with a long horizontal flourish extending to the right.

John P. McInnis
John McInnis Auctioneer

IMPORTANT INFORMATION FOR PROSPECTIVE BIDDERS

THE INFORMATION SET FORTH IN THIS PACKET IS BELIEVED TO BE CORRECT. HOWEVER, THE MORTGAGEE AND JOHN MCINNIS AUCTIONEERS MAKE NO WARRANTIES OR GUARANTEES AS TO THE ACCURACY OF THIS INFORMATION.

BUYERS SHALL RELY ENTIRELY ON THEIR OWN INFORMATION, JUDGEMENT AND INSPECTION OF THE PROPERTY AND RECORDS. THIS PROPERTY IS TO BE SOLD ON AN AS IS, WHERE IS BASIS.

The information in this Property Information Packet expressly supersedes and replaces all information previously distributed by the mortgagee and/or auctioneer.

THE AUCTIONEER HEREBY DISCLOSES HE IS ACTING SOLELY AS AN AGENT FOR THE MORTGAGEE IN THE MARKETING, NEGOTIATIONS AND SALE OF THIS PROPERTY. THE PURCHASER(S) AGREES THAT THE MORTGAGEE AND AUCTIONEER MAKE NO WARRANTIES OF ANY KIND REGARDING THE CONDITION OR VALUE OF THE PROPERTY.

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Salisbury by the Sea Investments, LLC ("Mortgagor") to The Provident Bank ("Mortgagee") dated April 13, 2006, and filed with the Essex South Registry District of the Land Court as Document Number 466244, noted on Certificate Number 79473, of which mortgage the undersigned is the present holder, for breach of the conditions of said mortgage, namely, failure to make payments when due, and for the purpose of foreclosing the same, there shall be sold at Public Auction at 3:00 o'clock P.M., on the 20th day of September, 2007, on the mortgaged premises described below, being known as 2 Broadway, Salisbury, Massachusetts, all and singular the premises described in said mortgage, to wit:

The land in Salisbury, Essex County, Massachusetts, with any buildings and improvements thereon, more particularly bounded and described as follows:

Parcel I

That certain parcel of land situate in Salisbury in the County of Essex and the Commonwealth of Massachusetts bounded and described as follows:

NORTHERLY by the Southerly line of Broadway, eighty and 58/100 (80.58) feet;
EASTERLY by the Westerly line of Railroad Avenue one hundred thirty (130) feet;
SOUTHERLY by Lot 488-A, as shown on plan hereinafter mentioned, eighty five and 27/100 (85.27) feet; and
WESTERLY by the Easterly line of Cable Avenue one hundred thirty four and 25/100 (134.25) feet.

All of said boundaries are determined by the Court to be located as shown on plan numbered 3200-II, drawn by C.B. Humphrey, Engineer for Court, dated July 2, 1920, approved by the Court, filed with Certificate of Title 3403 in the Essex South District of the Land Court and the above described land is shown thereon as lot #464-A.

Parcel II

That certain parcel of land situate in Salisbury in the County of Essex and the Commonwealth of Massachusetts bounded and described as follows:

WESTERLY by the easterly line of Cable Avenue thirty three and 82/100 (33.82) feet;
NORTHERLY by lot 464-A as shown on plan hereinafter mentioned, eighty five and 27/100 (85.27) feet;
EASTERLY by the westerly line of Railroad Avenue thirty three and 79/100 (33.79) feet; and
SOUTHERLY by lots 487-B and 487-C, as shown on said plan eighty six and 81/100 (86.81) feet.

All of said boundaries are determined by the Court to be located as shown upon plan numbered 3200-II, drawn by C.B. Humphrey, Surveyor for Court, dated July 2, 1920, approved by the Court, filed with Certificate of Title 3403 in said District of the Land Court, and the above described land is shown thereon as Lot 488-A.

The parcel includes the fee in Cable Avenue adjacent to said lot 488-A, to the limit of registration as shown on said plan.

Parcel III

Two certain parcel(s) of land situate in Salisbury, in the County of Essex and the Commonwealth of Massachusetts, bounded and described as follows:

First Parcel:

EASTERLY by the westerly line of Railroad Avenue fifty four and 39/100 (54.39) feet;
SOUTHERLY by lot 486-B, as shown on plan hereinafter mentioned, sixty one (61) feet;
WESTERLY by lot 487-A, as shown on said plan, sixty two and 19/100 (62.19) feet;
and
NORTHERLY by lot 488, as shown on said plan, sixty one and 48/100 (61.48) feet.

All of said boundaries are determined by the Court to be located as shown upon plan numbered 3200-M, drawn by C.B. Humphrey, Surveyor for Court, dated October 15, 1914, approved by the Court, filed with Certificate of Title 1651 in said Registry, and the above described land is shown thereon as lot 487-B.

Second Parcel:

WESTERLY by the easterly line of Cable Avenue sixty six and 39/100 (66.39) feet;
NORTHERLY by lot 488-A, as shown on plan hereinafter mentioned, twenty five and 33/100 (25.33) feet;
EASTERLY by lot 487-B, as shown on said plan, sixty two and 19/100 (62.19) feet;
and
SOUTHERLY by lot 486-C, as shown on said plan, thirty six and 52/100 (36.52) feet.

All of said boundaries are determined by the Court to be located as shown upon plan numbered 3200-II, drawn by C.B. Humphrey, Surveyor for Court, dated July 2, 1920, approved by the Court, filed with Certificate of Title 3403 in said Registry, and the above described land is shown thereon as lot 487-C.

The second parcel includes the fee in Cable Avenue adjacent to said Lot 487-C, to the limit of registration as shown on said plan.

The Mortgagee reserves the right to postpone the sale to a later date by public proclamation at the time and date appointed for the sale and to further postpone at any adjourned sale date by public proclamation at the time and date appointed for the adjourned sale date.

The premises shall be sold subject to any and all unpaid taxes, charges and other municipal assessments and liens, and subject to prior liens or other enforceable encumbrances of record entitled to precedence over the mortgage, and subject to and with the benefit of all easements, restrictions, reservations and conditions of record and subject to all leaseholds, tenancies and/or rights of parties in possession, including rights or claims in improvements and personal property now located on the premises and installed by current or former owners or occupants. 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, subdivision, state and local building, environmental, sanitary or other Federal, State and/or Municipal regulations, utilities, condition or permitted use of the premises, state of title, or otherwise.

In the event that the successful bidder at the foreclosure sale shall default in purchasing the premises according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of the foreclosure, the Mortgagee reserves the right to sell the premises by Foreclosure Deed to the second highest bidder, provided that the second highest bidder shall deposit with Mortgagee's attorneys, Regnante, Sterio & Osborne LLP, the amount of the required deposit as set forth herein within three (3) business days after written notice of default of the previous highest bidder and title shall be conveyed to said second highest bidder within twenty (20) days of said written notice.

TERMS OF THE SALE: TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) will be required to be paid in cash or by certified check at the time and place of sale as earnest money. The balance is to be paid in cash or by certified check within thirty (30) days of the date of the sale and shall be deposited in escrow with the firm of Regnante, Sterio & Osborne LLP, Edgewater Office Park, 401 Edgewater Place, Suite 630, Wakefield, Massachusetts 01880-6210.

The Mortgagee may bid at said sale and shall not be required to have a check for the deposit. All other bidders at said sale shall be required to show proof of the necessary deposit satisfactory to the auctioneer and the Mortgagee, as a condition of bidding. A Memorandum of Sale shall be executed by the high bidder. The high bidder shall be responsible for all closing costs, documentary tax stamps, and recording fees.

Other terms, if any, to be announced at the sale.

THE PROVIDENT BANK,
present holder of said mortgage,
By its attorneys,

REGNANTE, STERIO & OSBORNE LLP

By _____
PAUL G. CROCHIERE, ESQUIRE
Edgewater Office Park
401 Edgewater Place, Suite 630
Wakefield, MA 01880-6210

MEMORANDUM OF SALE

This Memorandum of Sale is made this ____ day of September, 2007 by and among THE PROVIDENT BANK, a Massachusetts corporation, with a principal address of 5 Market Street, Amesbury, Massachusetts 01913 (the "Seller"), John McInnis of McInnis Auctioneers, 79 Main Street, Amesbury, Massachusetts, 01913 (the "Auctioneer"), and _____, with a principal address of _____ (the "Buyer").

1. MORTGAGEE'S SALE AT PUBLIC AUCTION

Pursuant to a public auction conducted on September 20, 2007, by the Auctioneer on behalf of the Seller as foreclosing mortgagee, in exercise of the Power of Sale contained in a Mortgage from Salisbury by the Sea Investments, LLC, dated April 13, 2006, and filed with the Southern Registry District of Essex County as Document Number 466244, noted on Certificate Number 79473, the Buyer, as the highest bidder at auction, agrees to purchase the property described below (the "Property") in accordance with the terms hereof.

2. DESCRIPTION OF THE PROPERTY

The Property shall mean the following, namely:

The land in Salisbury, Essex County, Massachusetts, with any buildings and improvements thereon, more particularly bounded and described as follows:

Parcel I

That certain parcel of land situate in Salisbury in the County of Essex and the Commonwealth of Massachusetts bounded and described as follows:

NORTHERLY	by the Southerly line of Broadway, eighty and 58/100 (80.58) feet;
EASTERLY	by the Westerly line of Railroad Avenue one hundred thirty (130) feet;
SOUTHERLY	by Lot 488-A, as shown on plan hereinafter mentioned, eighty five and 27/100 (85.27) feet; and
WESTERLY	by the Easterly line of Cable Avenue one hundred thirty four and 25/100 (134.25) feet.

All of said boundaries are determined by the Court to be located as shown on plan numbered 3200-II, drawn by C.B. Humphrey, Engineer for Court, dated July 2, 1920, approved by the Court, filed with Certificate of Title 3403 in the Essex South District of the Land Court and the above described land is shown thereon as lot #464-A.

Parcel II

That certain parcel of land situate in Salisbury in the County of Essex and the Commonwealth of Massachusetts bounded and described as follows:

WESTERLY by the easterly line of Cable Avenue thirty three and 82/100 (33.82) feet;
NORTHERLY by lot 464-A as shown on plan hereinafter mentioned, eighty five and 27/100 (85.27) feet;
EASTERLY by the westerly line of Railroad Avenue thirty three and 79/100 (33.79) feet; and
SOUTHERLY by lots 487-B and 487-C, as shown on said plan eighty six and 81/100 (86.81) feet.

All of said boundaries are determined by the Court to be located as shown upon plan numbered 3200-II, drawn by C.B. Humphrey, Surveyor for Court, dated July 2, 1920, approved by the Court, filed with Certificate of Title 3403 in said District of the Land Court, and the above described land is shown thereon as Lot 488-A.

The parcel includes the fee in Cable Avenue adjacent to said lot 488-A, to the limit of registration as shown on said plan.

Parcel III

Two certain parcel(s) of land situate in Salisbury, in the County of Essex and the Commonwealth of Massachusetts, bounded and described as follows:

First Parcel:

EASTERLY by the westerly line of Railroad Avenue fifty four and 39/100 (54.39) feet;
SOUTHERLY by lot 486-B, as shown on plan hereinafter mentioned, sixty one (61) feet;
WESTERLY by lot 487-A, as shown on said plan, sixty two and 19/100 (62.19) feet;
and
NORTHERLY by lot 488, as shown on said plan, sixty one and 48/100 (61.48) feet.

All of said boundaries are determined by the Court to be located as shown upon plan numbered 3200-M, drawn by C.B. Humphrey, Surveyor for Court, dated October 15, 1914, approved by the Court, filed with Certificate of Title 1651 in said Registry, and the above described land is shown thereon as lot 487-B.

Second Parcel:

WESTERLY by the easterly line of Cable Avenue sixty six and 39/100 (66.39) feet;
NORTHERLY by lot 488-A, as shown on plan hereinafter mentioned, twenty five and 33/100 (25.33) feet;
EASTERLY by lot 487-B, as shown on said plan, sixty two and 19/100 (62.19) feet;
and
SOUTHERLY by lot 486-C, as shown on said plan, thirty six and 52/100 (36.52) feet.

All of said boundaries are determined by the Court to be located as shown upon plan numbered 3200-II, drawn by C.B. Humphrey, Surveyor for Court, dated July 2, 1920, approved by the

Court, filed with Certificate of Title 3403 in said Registry, and the above described land is shown thereon as lot 487-C.

The second parcel includes the fee in Cable Avenue adjacent to said Lot 487-C, to the limit of registration as shown on said plan.

3. TRANSFER OF THE PROPERTY

The Property shall be conveyed by a mortgagee's foreclosure deed under the statutory power of sale.

The Property shall be sold subject to any and all unpaid taxes, charges and other municipal assessments and liens, and subject to prior liens or other enforceable encumbrances of record entitled to precedence over the mortgage, and subject to and with the benefit of all easements, restrictions, reservations and conditions of record and subject to all leaseholds, tenancies and/or rights of parties in possession, including rights or claims in improvements and personal property now located on the Property and installed by current or former owners or occupants. 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, subdivision, state and local building, environmental, sanitary or other Federal, State and/or Municipal regulations, utilities, condition or permitted use of the premises, state of title, or otherwise.

The total bid price will be set forth as the consideration in the deed to the Premises.

4. PRICE AND DEPOSIT

The bid price for which the Property has been sold to the Buyer is _____ Dollars (\$ _____), of which Twenty Five Thousand and 00/100 Dollars (\$25,000.00) has been paid this day in accordance with the terms of the mortgagee's notice of sale, with the balance to be paid by wired funds, certified check, or bank check at the time of the delivery of the deed. The Seller shall be entitled to any interest earned on the deposit and the amount to be paid by the Buyer shall not be adjusted to reflect any interest earned on the deposit.

5. CLOSING

The deed and associated papers shall be delivered and the balance of the consideration paid at the office of Regnante, Sterio & Osborne LLP, Edgewater Office Park, 401 Edgewater Place, Suite 630, Wakefield, Massachusetts on or before ten o'clock (10:00 A.M.) on the thirtieth (30th) day following the date hereof, or, such other time and place as may be mutually agreed upon by the Seller and the Buyer (the "Closing").

6. TITLE

In the event the Seller cannot convey title to the Property as stipulated, the deposit, and if applicable, the balance of the purchase price, shall be refunded and all rights hereunder shall

cease, and the Buyer shall have no recourse against the Seller, or its employees, agents and representatives, whether at law or in equity; provided, however, that Buyer shall have the election to accept such title as the Seller can deliver to the Property in its then condition and to pay therefor the purchase price without deduction, in which event the Seller shall convey such title.

7. RISK OF LOSS

Seller shall maintain casualty insurance covering the Property in a reasonable amount as determined in the sole discretion of the Seller. If the Property is damaged by fire or other casualty prior to the closing, Buyer shall accept a deed to the Property and an assignment of so much of the insurance proceeds as has not been used in the restoration of the Property prior to the Closing, paying therefor the full balance of the bid price.

8. ACCEPTANCE OF DEED

The acceptance of a deed to the Property by the Buyer or Buyer's nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed or arising out of said public auction on the part of the Seller to be performed or observed.

9. CONDITION OF THE PREMISES

The Property shall be conveyed in "as-is" condition, subject to the present manner of use and occupancy of the Property. The Buyer acknowledges that Buyer has not been influenced to enter this transaction by, nor has it relied upon, any warranties or representations of the Seller or the Auctioneer not set forth or incorporated in this Memorandum.

10. BUYER'S DEFAULT; DAMAGES

If the Buyer fails to fulfill its agreements herein, all deposits made hereunder by the Buyer shall be retained by the Seller and the Buyer shall reimburse the Seller for all costs and expenses incurred by the Seller in excess of the amount of the deposit, due to the Buyer's default, including the costs and expenses of subsequent sale of the Property or any portion thereof and attorneys' and auctioneers' fees in connection therewith. If the Buyer fails to fulfill its agreements herein, the Seller may sell the Property to the second highest bidder at the public auction in accordance with the terms announced at the public auction.

12. DEED STAMPS AND RECORDING FEES

Buyer shall pay for and cancel for the benefit of the Seller the excise tax stamps required to be affixed to the foreclosure deed by the law of the Commonwealth of Massachusetts. The Buyer shall pay all recording fees in connection with the transfer of the Property.

13. CONSTRUCTION OF AGREEMENT

This instrument, executed in triplicate, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the Seller and the Buyer. If two or more persons are named herein as Buyer, their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this memorandum or to be used in determining the intent of the parties to it.

IN WITNESS WHEREOF, the parties have executed this Memorandum as a sealed instrument as of the date first written above.

MORTGAGEE
The Provident Bank

BY: _____

Its:

John McInnis, AUCTIONEER

BUYER

Print Name

Signature

Telephone No.: _____

Attorney: _____

FORECLOSURE DEED

The Provident Bank

a banking corporation duly established under the laws of Massachusetts

and having its usual place of business at 5 Market Street, Amesbury, Essex County,
Massachusetts,

the current holder of a mortgage

from Salisbury by the Sea Investments, LLC to The Provident Bank

dated April 13, 2006, filed with Essex South Registry District Registry of the Land Court
as Document No. 466244, and noted on Certificate of Title No. 79473, by the power
conferred by said mortgage and every other power, for _____
Thousand and 00/100 (\$,000.00) DOLLARS paid, grants to _____
of

the premises conveyed by said mortgage.

WITNESS the execution and the corporate seal of The Provident Bank this ____
day of _____, 2007.

THE PROVIDENT BANK

By_____

Its:
Duly Authorized

By_____

Its:
Duly Authorized

COMMONWEALTH OF MASSACHUSETTS

Essex, ss,

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as President/Vice President for _____ Bank, a corporation.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Essex, ss,

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Treasurer/Assistant Treasurer for _____, a corporation.

Notary Public
My Commission Expires:

AREA AND SITE INFORMATION

Salisbury Generally

The site is located in the Salisbury Beach section of Salisbury, Massachusetts. The Town of Salisbury is in the northeastern corner of the state, approximately 45 miles north of Boston. Salisbury is bordered on the north by Seabrook, New Hampshire, on the east by the Atlantic Ocean, on the south by the Merrimack River and by Newburyport, Massachusetts, and on the west by Amesbury, Massachusetts. Salisbury enjoys unique highway access, with U.S. Routes I-95 and I-495 running through the western portion of Town, U.S. Route 1 running through the center of Town, and U.S. Route 1A running through the center and eastern portions of Town. The eastern section of Salisbury features the resort area known as Salisbury Beach.

Salisbury Beach Area

Salisbury Beach is bordered on the north by Seabrook, New Hampshire, on the south by the Merrimack River, and on the east by the Atlantic Ocean. The southern portion of Salisbury Beach includes the Salisbury Beach State Reservation. The northern portion of Salisbury Beach is developed primarily with residential properties, including summer cottages, condominium developments, and motels. The central portion of Salisbury Beach is a mixed use area, with commercial, residential and seasonal recreational development. A large municipal parking lot is located in the central Salisbury Beach area, close to the site. The Town of Salisbury recently re-zoned the central Salisbury Beach area, including the location of the site, to encourage new commercial and mixed use development.

Status of Site

The site, containing approximately 19,502 square feet of land, is located within approximately [_____] feet of Salisbury Beach and the Atlantic Ocean, with frontage on Broadway, Cable Avenue, and Railroad Avenue. The rear of the site abuts the Police Station. The site currently is vacant, with pavement and a small storage building remaining from a prior use.

Proposed Project

The Town of Salisbury has issued certain permits/approvals for the development of a mixed use project at the site. The proposed project features a five-story building, with approximately 3,900 square feet of commercial/retail space and parking on the ground level, and 24 residential townhouse condominium units on levels 2-5. Proposed unit sizes range from 1,600 to 2,300 square feet. Many residential units would have ocean views. See following pages for copies of permits/approvals and plans for the proposed project.

**- Narrative Description –
To Be Built
2 Broadway, Salisbury Beach, Massachusetts**

Summary

**19,502 +/- sf parcel lot with certain
approvals/permits to construct a five story mixed
use condominiums**

- Prime Development Opportunity**
- Located in the center of Salisbury Beach**
- Many units will have prime ocean views**

3,900 +/- sf of proposed commercial/retail space on 1st floor

**Proposed 24 Residential townhouse units
Ranging from 1,600 to 2,300 +/- sf**

APPROVALS

Town of Salisbury

For Proposed Mixed Use Development

Variance

Dated: November 7, 2005

Order of Conditions

Dated: December 12, 2005

Site Plan Approval

Dated: March 20, 2006

*****Note:*** *The following approvals or permits have been issued for the proposed development. Copies of the approvals/permits are provided for informational and convenience purposes only. Neither the Mortgagee nor the Auctioneer makes a representation as to the validity, scope or legal effect of such approvals/permits.*

Town of Salisbury, Massachusetts



Fax Transmittal Cover Sheet

To: *Law Office of Reginald Steiner & Associates* FAX# *781 244 0202*

From: *Liz Wood*

Sender's Telephone #: *978-46*

Sender's Fax #: *978-462-4176*

Date: *September 10, 2007*

Number of Pages include cover sheet: *3 4*

Comments/Instructions: *Please see*

Please find MLC Copy plus

Tapes in litigation - Account Statement

LW.

State Tax Form 290
 (Rev. 11/92)

CERTIFICATE NO. 5486

MUNICIPAL LIEN CERTIFICATE

OFFICE OF THE COLLECTOR OF TAXES
 TOWN OF SALISBURY
 THE COMMONWEALTH OF MASSACHUSETTS

09/04/2007

Regnante, Sterio & Osborne LLP, Attorneys At Law
 Edgewater Office Park, 401 Edgewater Place, Suite 630
 Wakefield, Massachusetts 01880-6210

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 09/04/2007 are listed below.

DESCRIPTION OF PROPERTY - TAXES QUARTERLY

Assessed Owner: SALISBURY BY THE SEA INVESTMEN
 Location of Property: 2 BROADWAY
 Parcel Identification: ASSESSORS' MAP 32, BLOCK 54
 Land Area: 19,514 Square Feet
 Valuation: \$1,300,000
 Class 106 Residence - Accessory Land
 RECORDED IN LAND COURT, BOOK , PAGE , CERTIFICATE OF TITLE# 79473

FISCAL YEAR:	2006	2007	2008
TAX		IN LITIGATION	
*Preliminary	4,408.56	3,953.30	5,317.00
Actual	3,498.07	6,680.70	
Personal Prop			
DISTRICT			
*Preliminary			
Actual			
BETTERMENTS/SA			
SWR BTR	106.03	106.03	
Committed Int.			
UTILITY LIENS	51.21	42.68	
Water			
Sewer			
Electric		123.50	
Committed Int.			
Collection Chg			
OTHER LIENS			
Committed Int.			
Collection Chg			
TOTAL BILLED	8,063.87	10,906.21	5,317.00
Payments	-8,063.87		
Abatements/Exm			
Charges/Fees			
Int. to 09/04			
2.04 per diem			34.67
BALANCE DUE	PAID	TAX IN LITIGATION	5,351.67

*PRELIMINARY TAXES generally represent no more than 50% of prior year's tax.

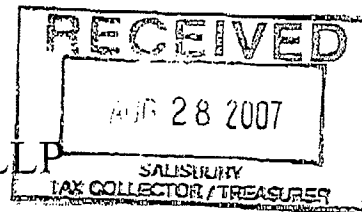
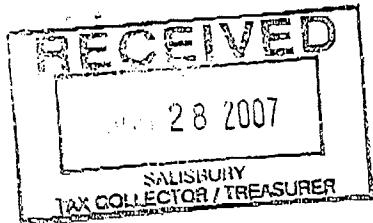
UNPAID BETTERMENTS/SPECIAL ASSESSMENTS NOT YET ADDED TO TAX: Interest from 12/31/2006 to be added. SWR BTR=424.12
 Please call Collector's Office at 978-465-0331 for betterment payoff amount
 IMPROVEMENTS VOTED FOR WHICH THERE WILL PROBABLY BE BETTERMENTS/SPECIAL ASSESSMENTS:

UNPAID UTILITY CHARGES: *** FOR OUTSTANDING BALANCES PLEASE CONTACT ***
 *** MUNICIPAL SEWER DEPT. AT 978-465-1430 AND ***
 OTHER UNPAID CHARGES: *** MUNICIPAL WATER DEPT. AT 800-553-5191 ***
 *** (2 WEEKS NOTICE FOR FINAL WATER READING). ***

This property is in tax title. Contact 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.

Christine D. Curran
 Collector of Taxes



Regnante, Sterio & Osborne LLP

Attorneys at Law
Edgewater Office Park
401 Edgewater Place, Suite 630
Wakefield, Massachusetts 01880-6210
Telephone (781) 246-2525
Telecopier (781) 246-0202
Direct Dial: (781) 486-6222
e-mail: pcrochierc@regnante.com

Paul G. Crochiere

In Reply Refer to File No.
37954

August 24, 2007

Tax Collector's Office
Town of Salisbury
Town Hall
5 Beach Road
Salisbury, MA 01952

*Auction
9/20/07*

Re: 2 Broadway, Salisbury, Massachusetts
Owner: Salisbury by the Sea Investments, LLC

Dear Sir/Madam:

Please forward a Certificate of Municipal Lien for the above-referenced property to my attention. Enclosed is a check in the amount of \$25.00 being the fee for same and a self-addressed, stamped envelope for your convenience.

If you have questions or need any assistance, please feel free to contact me.

Very truly yours,

REGNANTE, STERIO & OSBORNE LLP

By *Lisa G. Manley*
LISA G. MANLEY
Legal Assistant

Enclosures

09/10/2007
8:52

Town of Salisbury
OFFICE OF THE TOWN TREASURER

CDC

TAXES IN LITIGATION ACCOUNT STATEMENT as of 09/10/2007

Parcel ID: 32-054 TT Acct#: 353

Location: 2 BROADWAY Year taken:

Name: SALISBURY BY THE SEA INVES Reg. land? Y

Mailing Address: 151 ATLANTIC AVE

: SALISBURY, MA 01952-0111

***** C R E D I T S *****

Year	Tax	Days	Rate	Interest	Fees	Date	Tax	Interest	Fees	Description
2007						05/23/2007				Subsequent Owner
2007	11,398.90	110	14%	480.94		05/23/2007				

Per diem interest: 4.3721 ACCOUNT SUMMARY as of 09/10/2007

	DEBITS	-	PAYMENTS	-	NON-CASH ADJ.	=	BALANCE
Tax:	11,126.69						11,126.69
Swr Lien:	123.50						123.50
Swr Btr:	106.03						106.03
Swr Btr Int:	42.68						42.68
Tax + S/A:	11,398.90						11,398.90
Interest:	480.94						480.94
Fees:							0.00
Totals:	11,879.84		0.00		0.00		11,879.84