



31 New Chardon Street, Boston, MA 02114
617-646-1019 dan@mclaughlinco.com

BIDDER INFORMATION PACKAGE

17 RIDGE HILL ROAD
FREETOWN (ASSONET),
MASSACHUSETTS

Table of Contents

1. Notice of Mortgagee's Sale of Real Estate
2. Municipal Lien Certificates
3. Site Description
4. Area and Neighborhood Map
5. Assessment Data and Map
6. Description of the Improvements
7. Aerial Photo
8. Environmental Confidentiality Agreement (CA):

If you are interested in receiving the environmental information then please fill out and sign this CA and either email to dan@mclaughlinco.com or fax to Dan McLaughlin at 617-646-1290. Upon receipt we will email you the information.

Disclaimer:

The information contained in this package is believed to be accurate but is not guaranteed. It is the sole responsibility of the bidders at this auction to conduct their own due diligence and make their own determinations. Neither the foreclosing lender, the auctioneer, nor counsel to such entities makes any representations or warranties with regard to the subject property.

**NOTICE OF MORTGAGEE'S SALE OF
REAL ESTATE/SECURED PARTY SALE**

By virtue and in execution of the Power of Sale contained in a certain mortgage and security agreement (the "Mortgage") given by M. Javed Amin and Elizabeth M. Amin, which Mortgage is dated December 28, 2006 and recorded with the Bristol County (Fall River District) Registry of Deeds in Book 6528, Page 271-288, for breach of the conditions of said Mortgage and for the purpose of foreclosing the same, will be sold at Public Auction (the "Public Auction") on the mortgaged premises, located at 17 Ridge Hill Road, Freetown (Assonet), Massachusetts hereinafter described, at **10:00 a.m. on March 23, 2010**, all and singular the premises described in said Mortgage,

TO WIT:

The land with the buildings thereon in Freetown, Bristol County, Massachusetts, bounded and described as follows:

BEGINNING at a stake in the Northwesterly line of the right of way of Old Colony Railroad, which stake is at the Northeast corner of the land to be conveyed, and at the Southeast corner of land formerly of The Parish Committee of the Congregational Parish of Freetown, now of Rena Nassr, thence running

NORTH 61° 12'59" West by the Southerly line of said last-named land Nine Hundred Seventy-One and 72/100 (971.72) feet, more or less, to a point for a corner; thence turning and running;

SOUTH 53° 13'00" West Two Hundred Forty-Five and 87/100 (245.87) feet, more or less, to the Northerly line of land now or formerly of William H. Greeny, for a corner; thence turning and running;

SOUTH 61° 23'40" East Nine Hundred Sixty and 50/100 (960.50) feet, more or less, partly by the Northerly line of said Greeny land and partly by the Northerly line of land now or formerly of C.E. Sullivan, to the point of intersection of said Northerly line of said Sullivan land with the Northwesterly line of said right of way of Old Colony Railroad, for a corner, thence turning and running; and

NORTH 55° 53'00" East Two Hundred Forty-Eight (248.00) feet to said stake at place of beginning.

Containing four and 927/1000 (4.927) acres, more or less.

Being Parcel 2 shown on Plan Book 57, Page 12.

Together with the benefit of all easements and rights of way.

Together with all inventory, machinery, apparatus, equipment, appliances, fittings, fixtures, building materials and any other articles of personal property of the Mortgagor of every kind and nature whatsoever located at the mortgaged property or used or to be used in the construction, operation, maintenance or occupation of the buildings or improvements located thereon, whether affixed or moveable, and all replacements or substitutions for and accessions to any of the same and all products and proceeds of any of the foregoing.

The property is to be sold subject to and with the benefit of all easements, restrictions, building, subdivision, zoning, and rent control laws, unpaid taxes, tax titles, water bills, municipal liens and assessments, outstanding fees and existing encumbrances, and all other claims in the nature of liens, now existing, or hereafter arising, having priority over the Mortgage, if any there be. Also subject to all tenancies and/or rights of parties in possession.

TERMS OF SALE

The highest bidder shall be required to deposit with the Mortgagee, Twenty Five Thousand and 00/100 Dollars (\$25,000.00) in cash, bank, treasurer's or certified check with no intervening endorsements at the time and place of the sale. An additional deposit which, when added to the initial \$25,000.00 deposit, shall be equal to ten percent (10%) of the purchase price, shall be paid to Mortgagee no later than five (5) days after the sale in cash, bank, treasurer's or certified check. The balance of the purchase price shall be paid to the Mortgagee in cash, or by bank, treasurer's or certified check in or within forty five (45) days from the date of the Public Auction. The successful bidder shall be required to sign at the Public Auction a Memorandum of Sale containing the above terms and any additional terms announced at the Public Auction.

The foreclosure deed and the consideration paid by the successful bidder shall be held in escrow by Looney, Cohen, Reagan & Aisenberg, LLP (hereinafter called the "Escrow Agent") until the balance of the purchase price is paid to the Mortgagee. In the event a successful bidder at the Public Auction shall default in purchasing the within described property according to the terms of this Notice of Mortgagee's Sale of Real Estate and/or the terms of the Memorandum of Sale executed at the Public Auction, all deposits shall be retained by Mortgagee. Mortgagee reserves the right, at its election, to sell the mortgaged property to the next highest bidder at the Public Auction or to readvertise and resell such property at public auction.

The description for the premises contained in said Mortgage shall control in the event of a typographical error in this publication.

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

postpone any adjourned sale date by public proclamation at the time and date appointed for the adjourned sale date.

Other terms to be announced at the time and place of the sale.

Eastern Bank
Present holder of said mortgage
By its Attorneys,
LOONEY, COHEN, REAGAN & AISENBERG LLP
33 Broad Street, 6th Floor
Boston, MA 02109

The Commonwealth of Massachusetts
 Office of the Collector of Taxes
 Town of Freetown
 Municipal Lien Certificate



Number: 462
 3/10/2010

Looney Cohen Reagan Aisenberg LLP
 33 Broad Street
 Boston, MA 02109

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 3/10/2010 are listed below:

DESCRIPTION OF PROPERTY

Parcel Identifier	215-39	Assessed Owner	AMIN M JAVED & ELIZABETH M		
Account	71	Additional Owner			
Location of Property	17 RIDGE HILL RD	Supposed Present Owner			
Acreage	4.93	Legal Reference	Book	4276	
			Page	230	
			Deed Date	2/1/2002	

VALUATION

FY	Residential	Rate 1	Open Space	Rate 2	Commercial	Rate 3	Industrial	Rate 4	Exempt
2010	0	10.30	0	0.00	1,128,700	16.48	0	16.48	0

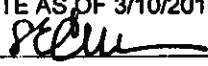
ASSESSMENT

	2010 1st Quarter	2010 2nd Quarter	2010 3rd Quarter	2010 4th Quarter	FY 2009	FY 2008
Preliminary Tax	\$4,529.31	\$4,529.32			\$7,824.96	\$7,208.82
Actual Tax			\$4,771.18	\$4,771.17	\$10,292.29	\$8,621.32
Charges and Fees					\$30.00	\$5.00
Interest To Date	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Credits	\$4,529.31	\$4,529.32	\$4,771.18		\$18,147.25	\$15,835.14
Interest Credit	\$14.60	\$0.00	\$0.00		\$396.79	\$330.02
Per Diem	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Balance Due	\$0.00	\$0.00	\$0.00	\$4,771.17	\$0.00	\$0.00


Property Tax Interest Per Diem \$0.00
 Committed Tax Balance \$4,771.17

foreclosure

All of the amounts listed above are to be paid to the Collector. I have no knowledge of any other lien outstanding.
 INFORMATION ON THIS CERTIFICATE IS COMPLETE AS OF 3/10/2010

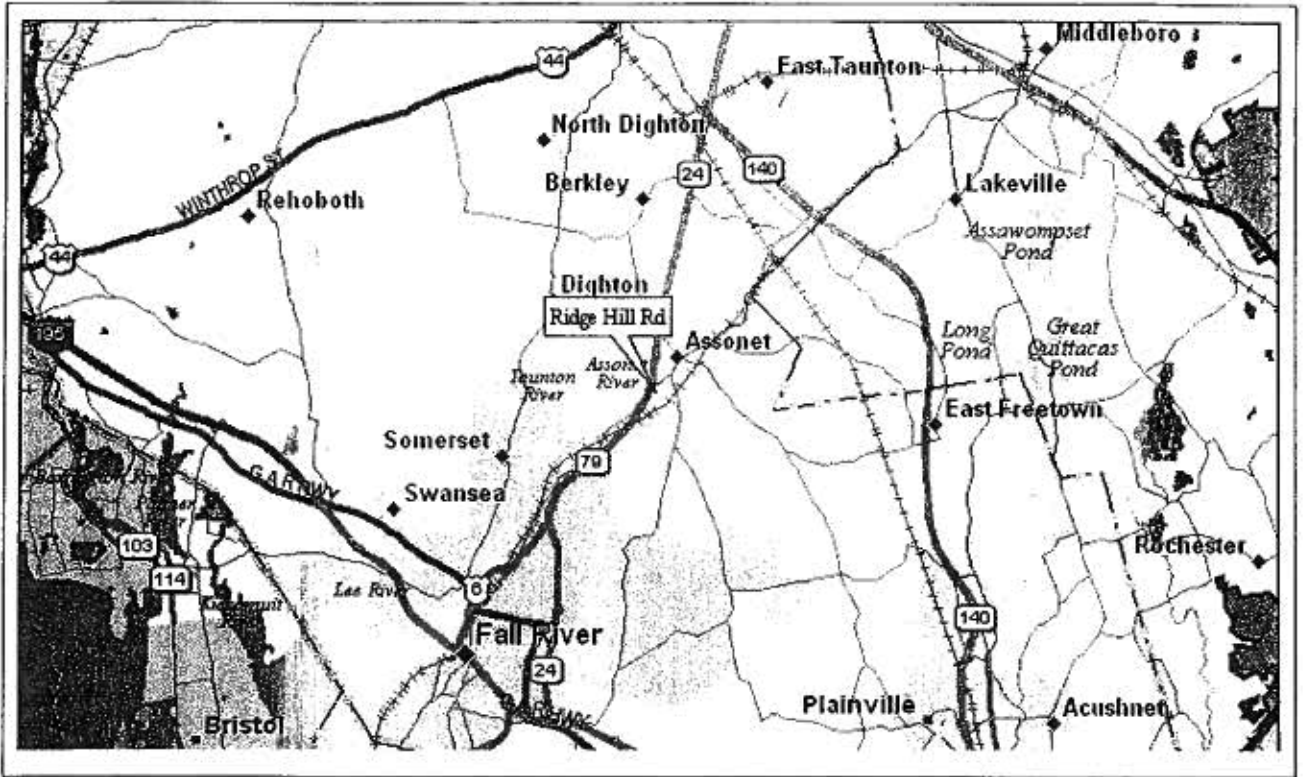

 Stephen G. Curran Collector of Taxes

SITE DESCRIPTION

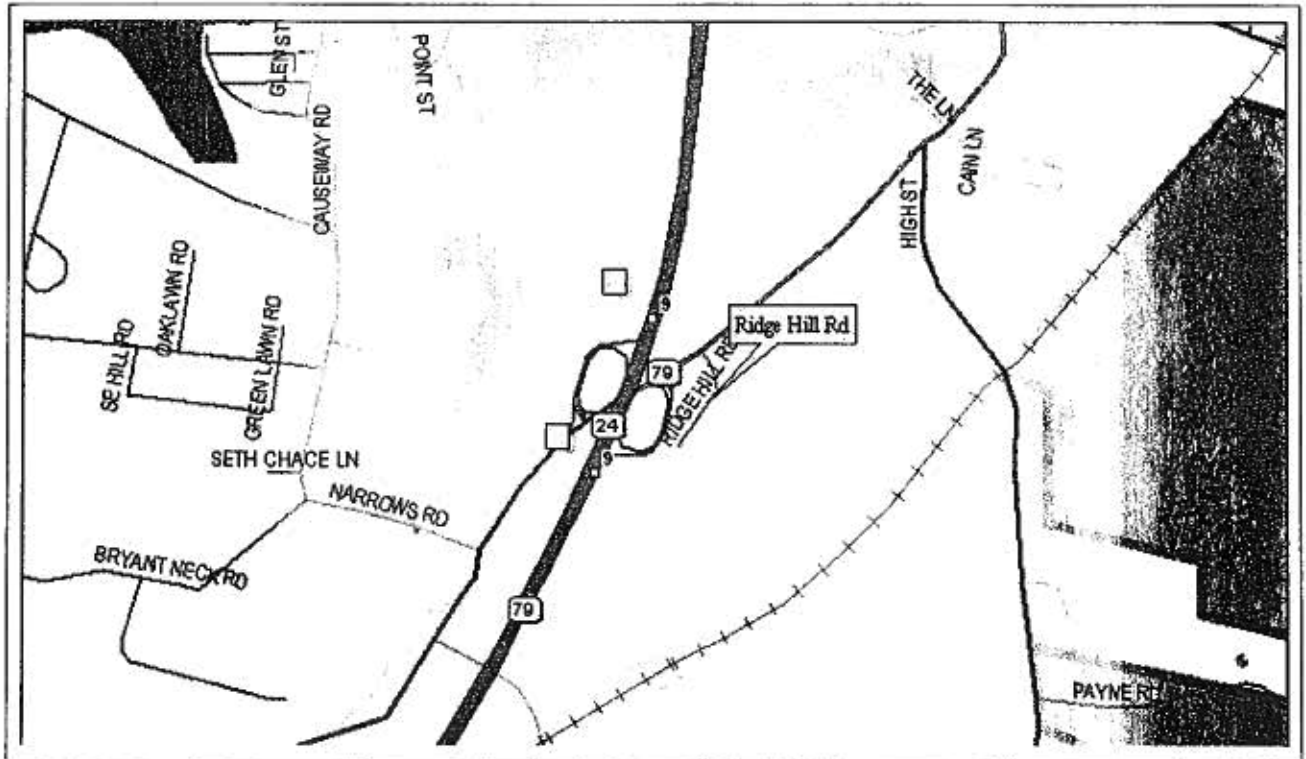
<p>Visual:</p>	
<p>Site Area:</p>	<p>4.927 acres</p>
<p>Street Frontage:</p>	<p>NA - but the rear of the site abuts Railroad Tracks.</p>
<p>Shape:</p>	<p>Rectangular (measuring 25.87' x 971.72' x 248' x 960.5')</p>
<p>Curb Cut(s):</p>	<p>Shared ROW or Private Driveway from Ridge Hill Road</p>
<p>Flood Plain, Wetlands, and Watershed:</p>	<p>According to the attached FEMA Flood Insurance Rate Map, the site appears to be located within Flood Zone C only, which is an area of minimal flooding.</p>
<p>Utilities:</p>	<p>Mainly Electricity. There is no town sewer or water. The site has its own private well and septic system. Reportedly, town sewer is going to be available soon.</p>
<p>Deed Restrictions:</p>	<p>None observed</p>
<p>Easements/Encroachments:</p>	<p>Shared Driveway/ROW</p>
<p>Hazardous Substance:</p>	<p>No obvious hazardous waste conditions were observed. The Appraisers were not provided with a site assessment report.</p>
<p>Improvement:</p>	<p>The site is improved with 3 structures that, combined, have a total GBA of about 17,940 square feet. Two of the buildings are concrete block and older, while the largest building of 9,600 square feet is pre-engineered steel and was constructed in 2003-2004. There is also a Cell Tower on site.</p>
<p>Parking:</p>	<p>More than adequate considering that the site is level, there is almost 5 acres, and the combined building footprint of 17,240 square feet only encompass 8% of the site.</p>
<p>Comments: The site is somewhat long and narrow and is accessed from a shared driveway Right of Way (ROW), as Ridge Hill Road is 960 feet away. The site is level and is improved by 3 free standing buildings, as well as a cell tower. The areas around the improvements and along the far rear are asphalt paved. The owner also leases about 1.5 acres of the far rear yard to a landscape contractor and, as such, there are several very large mulch piles. The landscaper paved this area within the last two years. There is no town water or sewer, thus, the site has its own private well and septic system and, per the FEMA flood maps, the site is located within a Flood Zone C, which is an area of minimal flooding. There are several utility easements, as well as a recorded lease for the cell tower.</p>	

For additional reference see attached photos, site plans and flood map.

Area Map



Neighborhood Map

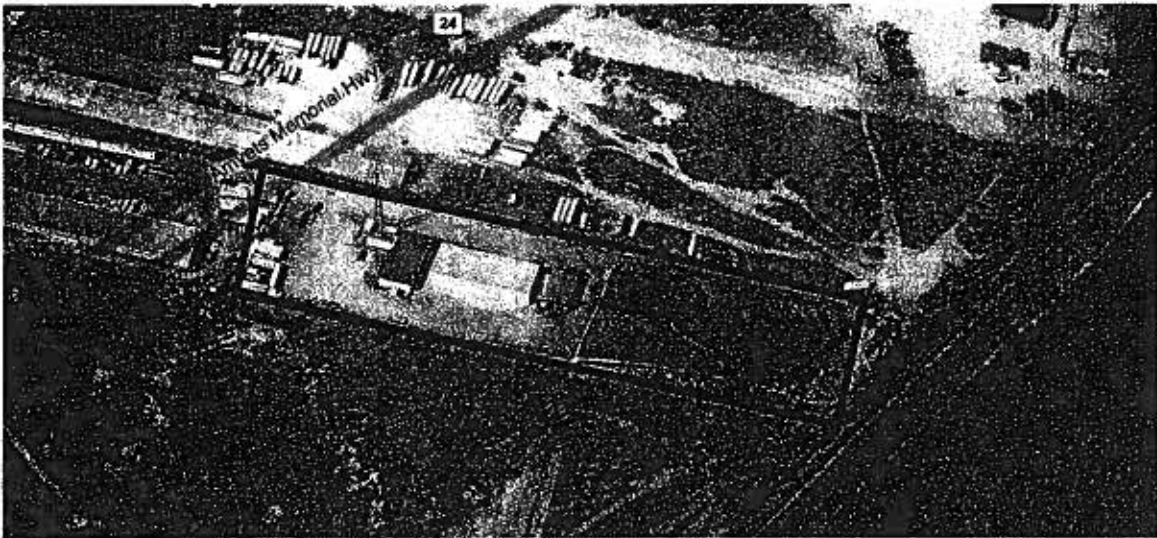
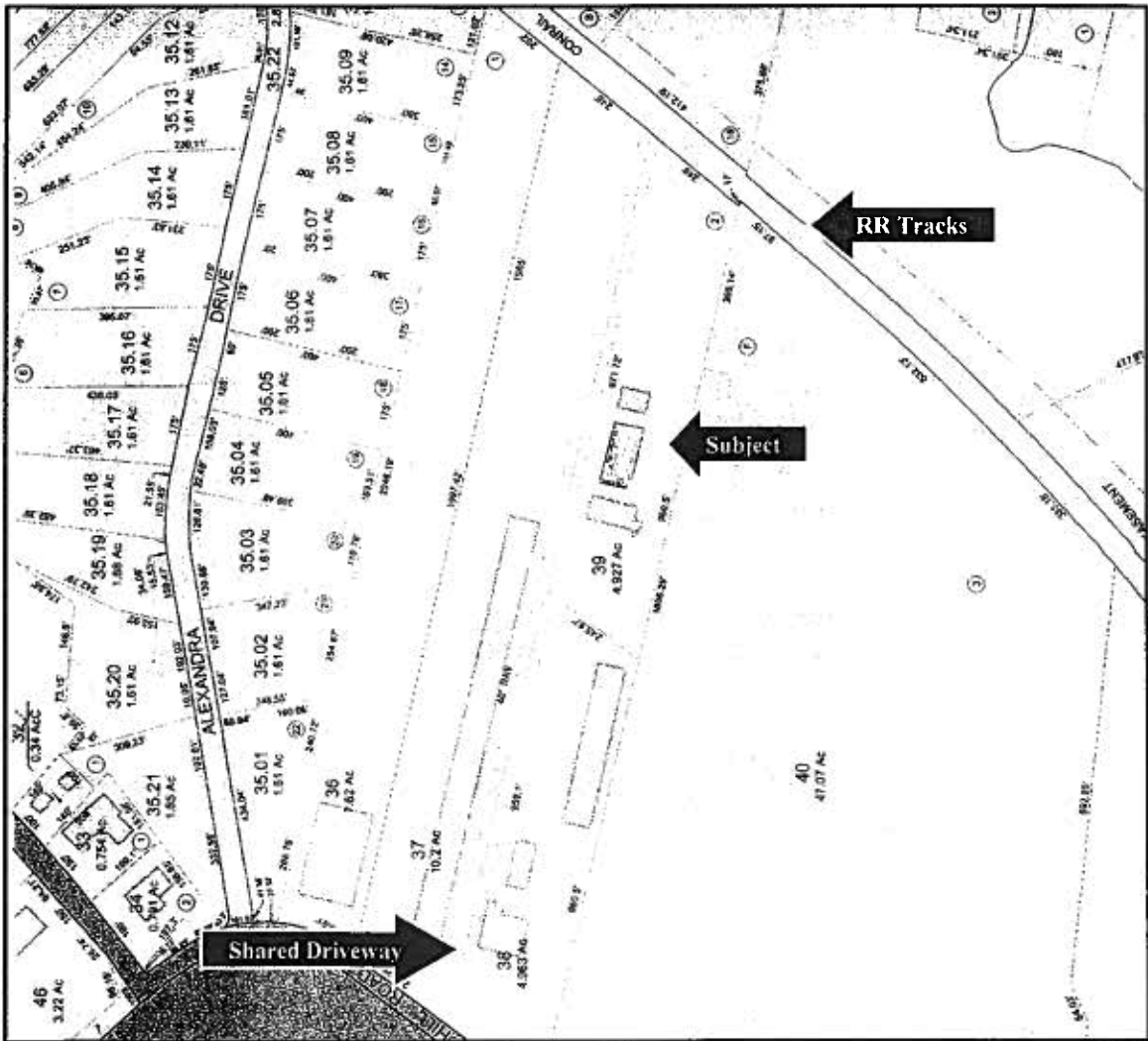


ASSESSMENT DATA

The subject property is assessed by the Town of Freetown as a Truck Terminal, with a State Classification Code of 314. The assessment is broken down as follows.

Map ID	Map 215 Lot 39
Location -	17 Ridge Hill Road
Assessed To -	Javed M. & Elizabeth M. Amin
Land Area -	4.930 acres *
Land Value -	\$ 372,400
Main Building -	\$ 170,000
Other -	\$ 153,800
Additional Building -	\$ 415,300
Total Assessed Value -	\$ 1,111,500
Fiscal 2008 Tax Rate -	\$ 14.08/\$1,000 assessed valuation
Total Taxes (Fiscal 2008) -	\$ 15,649.92

* The deed stipulates 4.927 acres and this amount is noted, and used, throughout the report.



IMPROVEMENT DESCRIPTION

As the subject property is improved with 3 freestanding buildings. For ease of reference, a quick description of each building (from smallest to largest), with a picture of each, is as follows.

Building 1



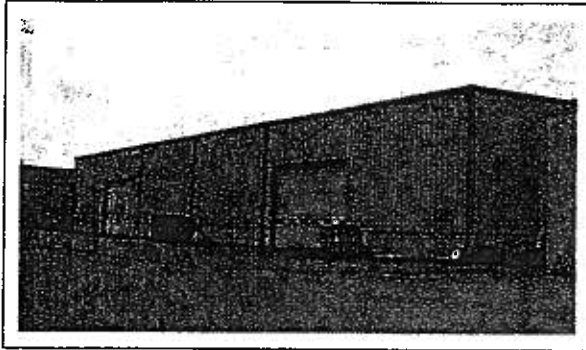
This is the smallest building and it is set furthest back from the driveway. The building contains 2,640 square feet (measuring 44' x 60') and is of concrete block construction, with an asphalt shingle gable roof. The building has a poured concrete slab floor and two large bay doors on either side measuring 12' x 14' with a ceiling height of about 16 feet. The building is not heated, it is not sprinklered, there are no lavatories, and it is in average or typical condition. It was used as a spray-painting area and the walls, ceilings, and floors are heavily covered with paint residue.

Building 2



This is the next largest building on the site and it is the first building encountered when driving into the property. This building has a base footprint of 5,000 square feet (measuring 50' x 100'), but it also has a lower level section with offices, which adds another 700 square feet of space, more or less. The building is of concrete block construction and is really a small transit warehouse with six dock high loading bays on either side, for a total of 12 bays, all of which have new doors. It should be noted, however, that another building was constructed in 2003 –2004 close enough behind this one to prevent trucks from backing into five of the six the rear bays. The building has two lavatories and the bay area has two ceiling mounted hot air Modene type blower units, which reportedly do not work. The lower level office space has electric heat and has been nicely built out. Overall, this building is in average condition, but its utility as a transit warehouse has been somewhat diminished by the presence of the recently built middle building (see next description.)

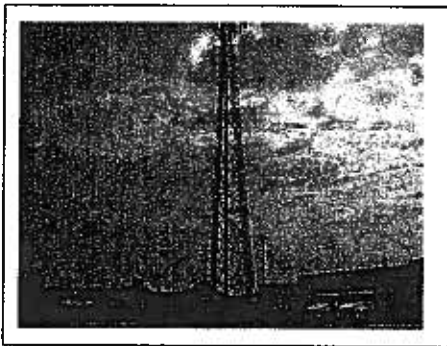
Building 3



This is the largest building on the site and is set between the two other previously described improvements. The building contains 9,600 square feet (measuring 60' x 160'), is of pre-engineered steel construction, is fully insulated and has a slightly pitched steel roof. As such, the ceiling/roof height in

front is 24' high and in back it is more like 28' high. This building was built in 2003-2004, and it has a poured concrete slab floor, four 22' wide by 16' high garage door openings (2 in front, 1 in back, and 1 on the side), and a five-ton crane. The building is heated by six halogen radiant heaters (electric heat) and the electric service is 880 amperes. This building is not sprinklered, nor does it have any lavatories.

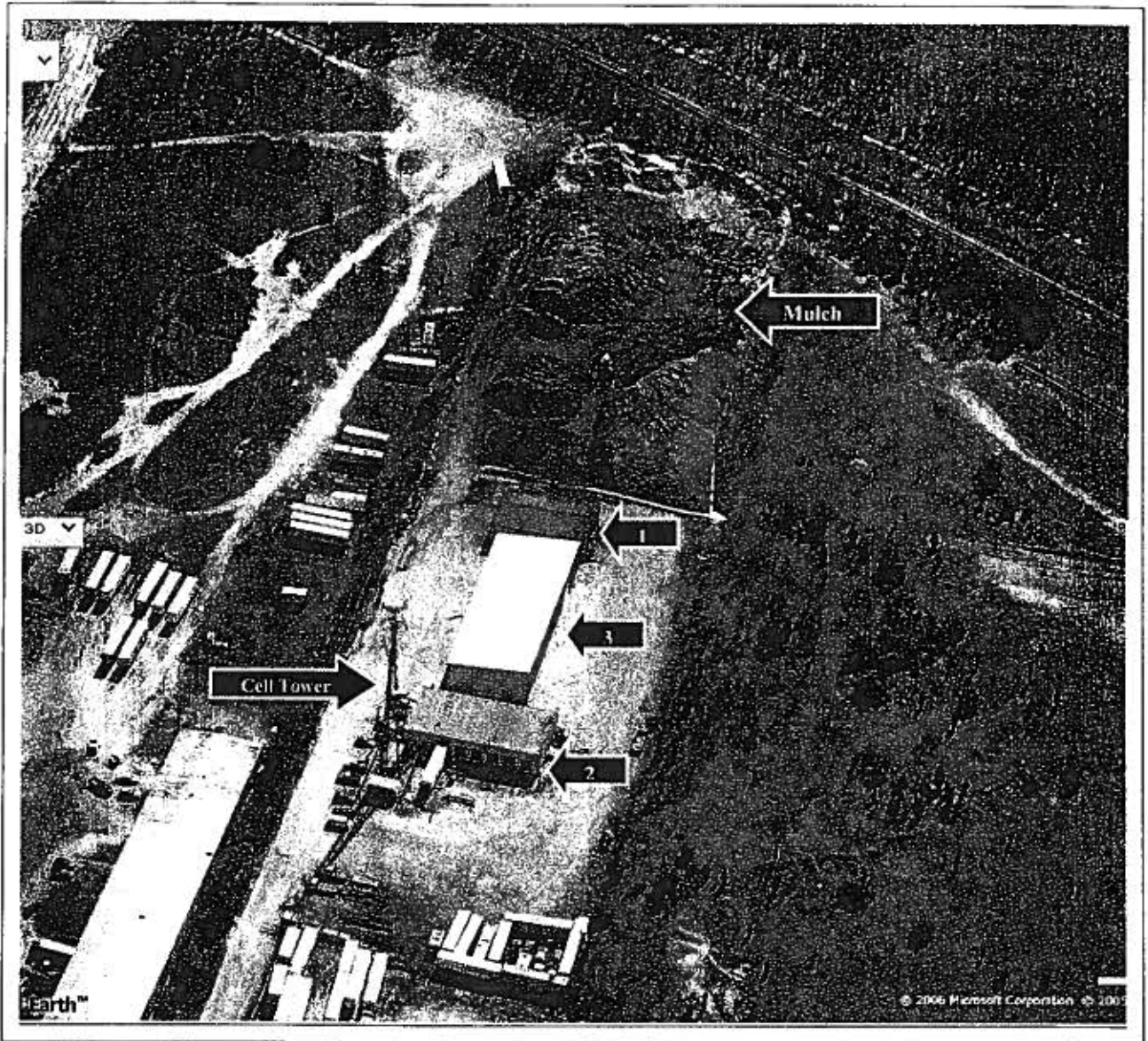
Combined, the gross floor area of the three buildings is about 17,940 square feet (including lower level office) and all of it was used in conjunction with the owners dumpster manufacturing business. The largest building was used for the assembly of the dumpsters and, thus, the need of the 5-ton crane. The smallest building was used for final painting and spraying, and the transit building doubles as an area for material storage, as well as housing the business offices. The buildings are now 100% vacant, as the owner no longer is manufacturing dumpsters. The landscaper, however, still leases the rear 1.5 acres for \$1,900 per month.



Lastly, there is cell tower on the site and, reportedly, there is a lease in place due to expire in 13 years (i.e. in 2021). We have not seen the lease, but the owner indicated that the former owner received an up front lump sum payment for the lease and, thus, the present ownership derives no rental income (and likely will not until 2021.)

For additional reference see attached photos and floor plans.

Aerial Photo



Landscaper's Mulch pile in back

Number on Arrow Coincides with the Individual Building Descriptions in the Narrative

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made this ___ day of March 2010, by and between Eastern Bank ("Eastern"), and _____, with an address of _____ ("Bidder").

WHEREAS, Eastern is conducting an auction to foreclose a certain mortgage held by Eastern with respect to certain real property located at 17 Ridge Hill Road, Freetown (Assonet), Massachusetts (the "Property");

WHEREAS, Bidder has expressed an interest in purchasing the Property at the auction and Eastern has agreed to provide Bidder a copy of (i) that certain Environmental Review performed by Prime Engineering, Inc. ("Prime") dated August 21, 2009, and (ii) that certain Scope of Work & Cost Estimate by Green Environmental, Inc. ("Green") dated April 3, 2009 (collectively, the "Reports")(Prime and Green are collectively referred to as the "Consultants"); and

WHEREAS, Eastern has determined that the Reports may contain confidential information but has agreed to make the Reports available to Bidder on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Eastern and Bidder enter into this Agreement:

Section 1. Limitation on Use. The Bidder acknowledges that the Reports are being provided to Bidder for informational purposes only in connection with the auction of the Property, and that Bidder is not authorized to rely on the Reports and agrees that it will not do so. The Bidder waives any and all claims against Eastern or its employees or affiliates based upon any unauthorized reliance on the Reports. The Bidder acknowledges that Eastern has not recommended that the Bidder rely on the Reports nor suggested to the Bidder that review of the Reports constitutes appropriate inquiry by the Bidder into the environmental condition of the Property.

Section 2 Limited Access. Without the prior, written consent of Eastern, to be granted or withheld in its sole discretion, Bidder shall not disseminate or divulge to any person or entity, other than as set forth below, the Reports or any information contained therein. Bidder shall limit access to the Reports, and any information contained therein, to such persons who have a need to know the information contained in the Reports for the purpose of advising Bidder on the suitability of the Property for purchase. **Without the prior written consent of Eastern, Bidder shall not, directly or indirectly, contact, seek or attempt to seek any information from, any person other than Eastern regarding the Reports.**

Section 3. Confidentiality; Return of Reports. Bidder agrees that Bidder shall ensure that all persons to whom it discloses the Reports and the information contained therein shall keep the Reports and any information contained therein confidential. In the event Bidder is not the successful bidder at the auction with respect to the Property, it shall return the Reports to Eastern immediately after the auction.

Section 4. Other Disclosure. To the extent that Bidder is required to disclose the Reports or any information contained therein pursuant to the requirements of any legal proceeding, Bidder shall notify Eastern within one business day of its knowledge of such legally required disclosure. Notice shall be both by telephone and in writing.

Section 5. Liability. If Eastern determines that Bidder has breached any provision of this Agreement, Eastern may, in its sole discretion, exercise any or all legal or equitable rights or remedies to which Eastern is entitled on account of Bidder's breach. Eastern shall not be deemed to have waived any of its rights or remedies on account of its failure, delay or forbearance in exercising any such right or remedy in a particular instance.

Section 6. Indemnification. Bidder shall defend, indemnify and hold harmless Eastern from and against any and all claims, demands, causes of action, losses, damages, liabilities, judgments, costs and expenses (including attorneys' fees) asserted against or incurred by Eastern as a result of any violation of, or failure to comply with, the provisions of this Agreement by Bidder or any person to whom it has disclosed the Reports or the information contained therein.

Section 7. No Reliance; Release of Eastern. Bidder acknowledges and understands that the Reports have been prepared by parties other than Eastern, and further acknowledges and understands that Eastern makes no representation or warranty whatsoever, express or implied, with respect to the (i) content, completeness or accuracy of the Reports, the methodologies or protocols of the Consultants, the accuracy or completeness of the Reports, the scope of work upon which the Reports are based, the appropriateness of the scope of work for the assessment of the environmental condition of the Property or of the accuracy or reasonableness of the Consultants' conclusions and recommendations. The Borrower further acknowledges and agrees that Eastern has not shared, and has no obligation to disclose to the Bidder its internal analysis or assessment of the Reports or any conclusions that Eastern may have drawn from its internal review of the Reports.

The Bidder further acknowledges that neither Eastern nor any of its affiliates or employees has made or makes any representations or warranties to the Bidder that it shall undertake or perform any action recommended in the Reports. The Bidder further acknowledges that Eastern expressly disclaims any obligation or responsibility, expressed or implied, to update or supplement the Reports.

Bidder hereby releases Eastern from all claims, demands, causes of action, losses, damages, liabilities, cost or expenses (including attorneys' fees) asserted against or incurred by Bidder by reason of Bidder's reliance on or knowledge of the Reports or any information contained therein or by any other reason.

Section 8. Miscellaneous. This Agreement represents the entire agreement between Bidder and Eastern relating to the receipt, use and disclosure of the Reports and any information contained therein, and may be amended only by written agreement of the parties hereto. This Agreement shall apply to and be binding upon Bidder and its directors, officers, employees, agents, successors and assigns. The representative(s) signing this Agreement on behalf of Bidder represents that he or she is fully authorized to enter into the terms and conditions of this Agreement and to bind legally Bidder. The construction, interpretation and performance of this Agreement shall be governed by the laws of the laws of the Commonwealth of Massachusetts.

EXECUTED this ____ day of March 2010.

Eastern Bank

BIDDER:

By:
Its:
