

**EXHIBIT "A"**

**MEMORANDUM OF SALE**

15 Lawton Street, Ayer, MA 01432 (hereinafter "the Property")

This Memorandum of Sale is made this 26th day of August, 2008, by and among Edward W. Fleming and Kathryn L. Fleming, as a private Mortgagee, whose address is 9 Dena Avenue, Merrimack, NH (the "Mortgagee"), Strategic Auction Alliance, Braintree, MA (the "Auctioneer") and \_\_\_\_\_ (the "Buyer") of \_\_\_\_\_

Subject to and in accordance with the terms and conditions set forth in that certain Notice of Sale attached hereto as Exhibit A and incorporated herein by reference, and as supplemented by further terms set forth below, the Buyer hereby agrees to purchase the Property more fully described in said Exhibit A.

The Property shall be conveyed by the usual mortgagee's deed under the statutory power of sale. The Property shall be conveyed subject to any outstanding tenancies and/or leases, the rights of parties in possession, any tax titles, municipal taxes and assessments, any outstanding water or sewer bills or liens, and the provisions of applicable state and local law, including building codes, zoning ordinances and M.G.L. Chapter 21E. Where applicable, the Property shall be conveyed subject to unpaid condominium fees pursuant to Massachusetts General Laws Chapter 183A, as amended.

The bid price for which the Property has been sold to the Buyer is \$\_\_\_\_\_, of which \$\_\_\_\_\_ has been paid this day in accordance with the terms of the mortgagee's notice of sale. The sale shall not be deemed completed until the Buyer has made his or her deposit and has signed this Memorandum of Sale. The balance of the purchase price shall be paid at the Law Offices of Richard L. Fleming, 231 Sutton Street, Unit 2G, North Andover, MA 01845 by certified or bank check on or before 11:00 a.m. on the thirtieth day following the sale, provided that such day is one on which the Registry of Deeds is open for business, and if not, then on the next day on which said Registry is open for business. Time is of the essence of this agreement. The Buyer shall pay all recording costs, including, but not limited to, all recording fees and excise tax stamps.

In the event the Mortgagee 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 Mortgagee, or its employees, agents and representatives, whether at law or in equity.

The Buyer acknowledges that from and after this date he or she shall have the sole risk of loss, and the Mortgagee shall have no responsibility for maintaining insurance on the premises. 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, to the extent any such proceeds may be available to the Mortgagee, Buyer paying therefore the full balance of the bid price.

The Property shall be conveyed in "as is" condition. 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 Mortgagee or the Auctioneer not set forth or incorporated in this Memorandum. No personal property of any nature is included in this conveyance except as expressly set forth herein. If, as of this date, there is any tenant or occupant in residence, the Buyer, if he or she wishes to evict such tenant or occupant, must do so at his or her own expense.

