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**1312 MEMORIAL AVENUE**  
**WEST SPRINGFIELD, MASSACHUSETTS**

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MORTGAGEE'S SALE OF REAL ESTATE

Premises: 1312 Memorial Avenue, West Springfield, MA

By virtue and in execution of the Power of Sale contained in a certain mortgage given by KOZAR REALTY LLC to NUVO BANK AND TRUST COMPANY dated July 7, 2011 and recorded in the Hampden County Registry of Deeds in Book 18833, Page 592, of which mortgage the undersigned, NUVO BANK AND TRUST COMPANY, 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 at 11:00 A.M. on the 26th day of April, 2013, upon the mortgaged premises at 1312 Memorial Avenue, West Springfield, Hampden County, Massachusetts all and singular the premises described in said mortgage.

To wit:

The land in West Springfield, Hampden County, Massachusetts, described as follows:

**PARCEL ONE**

The land situated in West Springfield, Hampden County, Commonwealth of Massachusetts being known and designated as Lots One and Two (1 and 2) on a APlan of Lots recorded in the Hampden County Registry of Deeds, Book of Plans E, Page. 48.

Being the same premises conveyed to Kozar Realty LLC by Quitclaim Deed of Camille Balestri as Trustee of George L. Balestri 2007 Revocable Trust dated July 6, 2011 recorded in Hampden County Registry of Deeds in Book 18833, Page 590 on July 7, 2011.

The above premises will be sold subject to and/or with the benefit of any and all restrictions, easements, improvements, outstanding tax titles, municipal or other public taxes, assessments, liens or claims in the nature of liens, and existing encumbrances of record created prior to the mortgage, if any. The premises are also sold subject to the right of redemption of the United States of America or any of its subsidiaries or divisions, if any there be. In the event of any typographical error set forth herein in the legal description of the premises, the description set forth and contained in the mortgage shall take precedence.

Terms of Sale:

Cash, certified check or bank cashier=s check in the sum of \$10,000.00 shall be paid as a deposit and must be shown at the time and place of the sale in order to qualify as a bidder; said deposit must be increased to an amount totaling 10% of the purchase price within five business days; the high bidder shall sign a written Memorandum of Sale upon acceptance of the bid, the terms of which shall be announced prior to the bid, the balance of the purchase price is to be paid in cash, certified check or bank cashier=s check within thirty (30) days from the date of sale and thereafter to be deposited in escrow with the law firm of Weiner & Lange, P.C., 95 State Street, Suite 918, Springfield, Hampden County, Massachusetts, pending recording of the deed which is to be

delivered, accepted and recorded within ten (10) days thereafter, or at such other time as may be designated by Mortgagee.

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 any such adjourned date.

In the event that the successful bidder at the foreclosure sale shall default in purchasing the within described property according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of foreclosure, the Mortgagee reserves the right to sell the property by foreclosure deed to the second highest bidder, providing that the second highest bidder shall execute a Memorandum of Sale and deposit with Mortgagee's attorneys, Weiner & Lange, P.C., 95 State St., Suite 918, Springfield, Hampden County, Massachusetts, the amount of the required deposit as set forth herein within three (3) business days after written notice of the default of the previous highest bidder. The balance of the purchase price shall be paid by and title shall be conveyed to the said second highest bidder within twenty (20) days of said written notice.

The successful purchaser will be responsible for any and all closing cost, state documentary stamps, and recording fees.

Other terms to be announced at the sale.

Dated: [4/4, 4/11, 4/18]

NUVO BANK & TRUST COMPANY  
The Present Holder of Said Mortgage

By: \_\_\_\_\_

Gary M. Weiner, Esq.  
Weiner & Lange, P.C.  
95 State Street, Suite 918  
Springfield, MA 01103  
413-732-6840  
Attorneys for the Mortgagee

**MEMORANDUM**  
**OF**  
**TERMS AND CONDITIONS OF SALE**

1. The undersigned Purchaser (jointly and severally if more than one) hereby acknowledges having purchased at a Mortgagee's Foreclosure Sale, at public auction of Aaron Posnik & Co., Inc., Auctioneer, for the sum of \$ \_\_\_\_\_, the parcel of property in West Springfield, Hampden County, Massachusetts, located at 1312 Memorial Avenue, as more particularly described in the Mortgage from Kozar Realty LLC, (the "Mortgagor") to Nuvo Bank and Trust Company (hereinafter the "Seller") dated July 7, 2011, and recorded in the Hampden County Registry of Deeds in Book 18833, Page 592. The premises shall be conveyed to the undersigned (the "Purchaser"), or to the nominee designated by the Purchaser, within thirty (30) days following the date of sale, (or if on that day said Registry of Deeds is not open, or on the first day thereafter that the Registry of Deeds is open) or earlier if the parties so agree, by good and sufficient Foreclosure Deed under the statutory power of sale conveying the premises as described in the Notice entitled "Mortgagee's Sale of Real Estate," (the "Notice of Sale") a copy of which is attached hereto as Exhibit "A", subject to all restrictions, easements, improvements, outstanding tax titled, municipal or other public tax titles, assessments, liens, claims, or existing encumbrances of record created prior to the Mortgage, all set forth or referred to in the Notice of Sale.
  
2. The undersigned Purchaser acknowledges and agrees to comply with all of the terms of the sale as stated by the Auctioneer, and the Additional Terms of Sale which is attached hereto and made a part hereof as well as with any other terms set forth in this Memorandum.
  
3. The purchase price of \$ \_\_\_\_\_ is to be paid in cash or by certified check or bank check, drawn on funds payable directly (and not by way of endorsement) to the order of the Seller as hereinafter described. The delivery of a deposit of \$10,000.00, which has been made to bind the bargain, the receipt of which, subject to collection, which is hereby acknowledged, shall be applied against the purchase price, or otherwise accounted for at the time and place of delivery of the Deed, and shall be forfeited to the use of the Seller in the

Memorandum of Terms and Conditions of Sale

1312 Memorial Avenue, West Springfield, MA

event that the Purchaser shall fail to comply with the terms of this agreement, but such a forfeiture shall not relieve the Purchaser from the purchase or obligations hereunder.

4. The balance is to be paid as aforesaid within thirty (30) days of the date of sale, thereafter to be deposited in escrow with the law firm of Weiner & Lange, P.C., 95 State Street, Suite 918, Springfield, Massachusetts 01103, pending recording of the Deed which is to be delivered, accepted and recorded within ten (10) days thereafter. The Purchaser shall be responsible for all reasonable closing costs, state documentary stamps and recording fees.
5. The Deed shall be delivered and the consideration paid at the offices of Weiner & Lange, P.C., 95 State Street, Suite 918, Springfield, Massachusetts 01103, on a date fixed for conveyance, or at such other place or hour as the parties hereto shall in writing agree, it being agreed that time is of the essence of this agreement.
6. The Property shall be conveyed by the usual Mortgagee's Deed (Massachusetts General Laws Chapter 183, Appendix Form 11) under the statutory power of sale.
7. The property and fixtures shall be conveyed "as is" and "where is" and with all faults subject to the present manner of use and occupancy of the Property, and the Seller makes no representation or warranty as to the condition of the same.
8. Buyer acknowledges and agrees with the Seller that with respect to the Property, Seller has not, does not, and will not make any warranties or representations, express or implied, or arising by operation of law, including, but in no way limited to, any warranty of condition, merchantability, habitability or fitness for a particular use, or with respect to the value, profitability or marketability of the Property.

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9. Buyer acknowledges that Seller does not and will not make any representation or warranty with regard to compliance with any environmental protection, pollution and land use laws, rules, regulations, orders or requirements, including but not limited to those pertaining to the handling, generating, treating, storing, or disposing of any hazardous waste or substance.
10. Notwithstanding the foregoing, the Seller shall not be required to take any action or to comply with any law or municipal ordinance, orders or requirements noted in or issued by any department of building, fire, labor, health, or other federal, state, county, municipal or other governmental agencies having jurisdiction over or affecting the Property on the date hereof. Specifically, but not in limitation of the foregoing, Seller shall not be responsible pursuant to M.G.L. c. 148, § 26F for the provision of smoke detectors. Any and all costs incurred pursuant to the foregoing shall be borne by the Buyer and not by the Seller.
11. The Buyer acknowledges that the Buyer has been informed of the existence and the provision of the so-called Massachusetts Lead Paint Statute, Massachusetts General Laws, Chapter 111, Section 197 et seq., and has been provided with a so-called “lead paint modification package” with respect to the removal of lead paint from residential premises occupied by a child or children under six years of age if applicable. The Buyer acknowledges that the Seller has made no representation or warranty with respect to the presence or absence of lead paint in the property and the Buyer agrees that the responsibility and cost, if any, of complying with said statute shall be borne solely by the Buyer.
12. The Property shall be conveyed and transferred subject to any outstanding tenancies and/or leases, the rights of parties in possession, and to tax title, municipal taxes and assessments, any outstanding water or sewer bills or liens, the provisions of applicable state and local law, including building codes, zoning ordinances and M.G.L. c. 21E.

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13. If the Seller shall be able to give title or make conveyance as above stipulated, or, if for any reason, including, without limiting the generality of the foregoing, the existence of a bankruptcy proceeding of any kind, whether voluntary or involuntary, or any order or requirement in connection therewith, or any requirement a court competent jurisdiction, impairs the authority of the Seller to give title or make conveyance hereunder, said deposit shall be refunded and thereupon all obligations of either party hereunder shall cease, and this agreement shall be void and without recourse to either party, provided, however:
  - A. If, on the date fixed above for conveyance, a period of thirty (30) days shall not have expired after written notice from the Purchaser of a defect in title, the time for performance shall, if the Seller so elects, be extended until the expiration of such period to enable the Seller to make reasonable efforts to cure such defect; and
  - B. If the Purchase so elects, at either the original or extended time for performance, to pay said purchase price without deductions for defects in title, the Seller shall convey such title as the Seller has to the premises.
14. Until the delivery of the Deed, Seller shall continue to maintain insurance on the premises against fire and other hazards are presently insured. If the parties shall have been damaged by fire or casualty insured against, the Seller shall, unless the Seller has previously restored the premises to their former condition, pay over or assign to Purchaser, on delivery of the Deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the Seller for partial restoration.
15. In the event the premises contains an on-site sewage system, the Seller shall not be responsible for complying with the Commonwealth of Massachusetts regulations pertaining thereto at its own cost by obtaining an inspection of the system, and if necessary, repairing and/or replacing the sewage system components in order to bring the system into compliance with the Code of Massachusetts Regulations Ch. 310 CMR 15.00.

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16. The property shall be conveyed in "as is" "where 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.
  
17. If the Buyer shall fail to fulfill the Buyer's 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 sales of the Property or any portion thereof and attorneys' and auctioneers' fees in connection with therewith. The Seller shall also be free to sell the Property to the second highest bidder at the public auction in accordance with the terms announced at the public auction.
  
18. The acceptance of the Foreclosure Deed by Purchaser shall be deemed to be a full performance and discharge of every agreement and obligation of Seller.

Executed under seal this      day of April, 2013.

Purchaser

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Seller, Nuvo Bank and Trust Company,

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By: Dale Janes  
Its: CEO



ANNOUNCEMENT OF OTHER TERMS AND CONDITIONS OF FORECLOSURE SALE  
AT PUBLIC AUCTION OF THE PREMISES DESCRIBED IN A MORTGAGE GIVEN BY  
KOZAR REALTY LLC. TO NUVO BANK AND TRUST COMPANY OF THE PREMISES  
DESCRIBED IN SAID MORTGAGE AND KNOWN AS 1312 MEMORIAL AVENUE,  
WEST SPRINGFIELD, MASSACHUSETTS

You have heard the reading of the Mortgagee's Sale of Real Estate.

This real estate is being sold at public auction for the purpose of foreclosing the mortgage given by Kozar Realty LLC to Nuvo Bank and Trust Company dated July 7, 2011 and recorded in the Hampden County Registry of Deeds in Book 18833, Page 592, of which mortgage, Nuvo Bank and Trust Company, is the present holder as specified in the Mortgagee's Sale of Real Estate, and will be sold to the highest bidder who complies with the terms of that notice and of this Announcement, and makes the required deposit of \$10,000.00 Dollars, and signs the Memorandum of Mortgagee's Sale of Real Estate. This Announcement, the Mortgagee's Sale of Real Estate, and the Memorandum of Mortgagee's Sale of Real Estate are referred to throughout this announcement as the "Sale Documents".

The premises described in the mortgage are being sold:

1. Subject to any facts that would be disclosed by an accurate survey of the premises.
2. Subject to any facts disclosed by an environmental survey of the premises pursuant to Massachusetts General Laws Chapter 21E, and to all laws, rules and regulations relating to environmental matters and hazardous waste material.
3. Subject to all pertinent state or municipal rules, regulations, codes and bylaws applicable to the premises.
4. Subject to and with the benefit of all restrictions, rights of way, easements, riparian rights and rights of flowage of record to the extent the same are in force and applicable, improvements, outstanding tax titles, municipal or other public taxes, assessments, liens or claims in the nature of liens, and existing encumbrances of record created prior to the mortgage and having preference over the mortgage, if any.

We have obtained a Municipal Lien Certificate from Town of West Springfield dated \_\_\_\_\_, 2013 which reveals the following tax information:

Total outstanding \$ \_\_\_\_\_ plus per diem of \$ \_\_\_\_\_ after \_\_\_\_\_, 2013.

There may be additional interest and charges due on this amount as of the day of closing. Neither the Mortgagee or the Auctioneer make any warranty or representation as to the accuracy or completeness of this tax information, and the payment of the amount recited will be the sole responsibility of the high bidder. The lien certificate is available for inspection at this time.

The high bidder will be responsible for all recording costs, for the cost of Massachusetts revenue documentary tax stamp, and for all of its closing costs. Title to the property will be conveyed by

Foreclosure Deed under statutory power of sale, subject to all matters of record and matters specified in the Sale Documents.

The property is being sold in "As Is" "Where Is" condition and as presently occupied, and the high bidder has made such inspection of the property as desired, and the property is acceptable in its "As Is" condition. The Mortgagee makes no representations or warranties as to the following matters: the condition of the property; compliance of the property with applicable state or local building and housing codes, regulations or ordinances; zoning or planning board regulations or ordinances; state of title; outstanding charges for water and sewer or other utilities; compliance with federal, state or local environmental laws and regulations; and the amount owed to the holder of a senior mortgage, if any.

The Mortgagee may bid at the sale through its authorized agent, who will not be required to pay the deposit specified in the Mortgagee's Sale of Real Estate. The sale shall not be complete until the high bidder has paid the required deposit and signed the Sale Documents where necessary.

The high bidder shall forfeit its deposit if it defaults in its purchase of the property according to the terms of the Sale Documents. The Mortgagee may then, at its option, sell the property to the second high bidder, provided that the second high bidder pays the required deposit to the Mortgagee's attorney within three (3) business days of being notified in writing of the default of the high bidder. The second high bidder shall then be required to complete its purchase of the property within thirty (30) days of the date of the notice, and in accordance with the terms of the Sale Documents.

All bidders should take into consideration that this sale is subject to all of the foregoing, and that time is of the essence of this Announcement and of each and every term of the Sale Documents.

Executed as a sealed instrument on April \_\_, 2013.

BUYER/HIGH BIDDER

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone No.

AUCTIONEER

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NUVO BANK AND TRUST COMPANY  
By its Attorney

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