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BIDDER'S INFORMATIONAL PACKAGE

34 BROOKMAN DRIVE BLANDFORD, MASSACHUSETTS

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MORTGAGEE'S SALE OF REAL ESTATE

Premises: Lot 43, BROOKMAN DRIVE, BLANDFORD, MASSACHUSETTS

By virtue and in execution of the Power of Sale contained in a certain mortgage given by PETER J. MAYNARD to CHICOPEE SAVINGS BANK, said mortgage dated December 10, 2009, as amended, and recorded with the HAMPDEN COUNTY REGISTRY OF DEEDS in Book 18110, Page 271, of which mortgage the undersigned is the present holder, for breach of the conditions in said mortgage contained and for the purpose of foreclosing the same will be sold at Public Auction at 2:00 p.m. on April 26, 2013, upon the mortgaged premises at Lot 43, Brookman Drive, Blandford, Massachusetts, bounded and described as follows:

A certain piece or parcel of land situated in the Town of Blandford, in said County of Hampden, bounded and described as follows:

Beginning at a point in the westerly line of Brookman Drive so-called, at which point marks the southwesterly corner of Lot 42 as shown on "Plan of Lots, Otis Reservoir, Otis-Blandford, October, 1960, compiled E.W. Phelps, Eng'r, Pittsfield, Mass." Running thence north seventy-seven degrees, ten minutes ($77^{\circ} - 10'$) east, two hundred (200.0) feet along the southerly line of said Lot 42 to the southeasterly corner thereof and land now or formerly of Joseph Albano, et ux; thence southeasterly along line of said land now or formerly of Joseph Albano ninety-nine and one tenth (99.1) feet more or less to the northeasterly corner of Lot 44 as shown on said Plan; thence south fifty-two degrees, twenty-four minutes ($52^{\circ} 24'$) west along the northerly line of said Lot 44 two hundred nineteen and four tenths (219.4) feet to the northeasterly line of Brookman Drive; thence northwesterly in said northeasterly line of Brookman Drive one hundred thirty seven and four tenths (137.4) feet o to an angle in said Brookman Drive; thence northerly in said easterly line of said Brookman Drive thirty-two (32.0) feet to the place of beginning. Meaning and intending to convey and hereby conveying Lot 43 as shown on said plan.

TERMS OF SALE: Said premises will be sold and conveyed subject to all unpaid taxes, tax titles, municipal liens and assessments, if any, which take precedence over the said mortgage above described. 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, building, sanitary or other state and/or municipal regulations.

To qualify as a bidder, an initial deposit of Ten Thousand (\$10,000.00) Dollars (the "Deposit") of the purchase price must be paid in cash, certified check, bank treasurer's or cashier's check at the time and place of the sale.

The deposit shall be paid by the successful bidder to Murphy McCoubrey ("Escrow Agent") as earnest money, by certified or bank cashier's check, unless otherwise

announced at the sale. Said deposit shall be retained by the Escrow Agent as liquidated damages in the event that the successful bidder fails to perform and as a result does not consummate the sale. The successful bidder will be required to pay the balance of the purchase price plus a five (5%) percent buyer's premium payment, in addition to the bid price, within thirty (30) days from the date of sale. TIME WILL BE OF THE ESSENCE.

In the event that the successful bidder at public auction shall default in purchasing the within described property according to the terms of this Notice of Mortgagee's Sale and/or the terms of the Memorandum of Sale executed at the public auction, the Mortgagee reserves all of its rights against such successful bidder and in addition, the Mortgagee may, at its election, purchase the property for the amount bid by the successful bidder or sell the property to the second highest bidder at public auction, provided that the Mortgagee in its discretion may require, (i) said second highest bidder to deposit with the Escrow Agent in the amount of the required deposits as set forth herein within three (3) business days after written notice to the second highest bidder of the default of the previous highest bidder, (ii) the second highest bidder to execute a Memorandum of Sale and (iii) the closing to occur within twenty (20) days of said written notice time being of the essence.

The successful bidder shall pay all recording fees and documentary stamps in connection with the transfer of the premises, and the transfer or issuance of any licenses, all real estate taxes, tax titles, and municipal charges due as of the date of sale and those due thereafter through the date of Closing, as well as all of its costs in connection with the transaction, including but not limited to title examinations and title premiums. No adjustments whatsoever will be made, whether for taxes, municipal charges, utilities or otherwise.

The successful bidder will be required to sign at the auction sale a Memorandum of Sale containing the terms of the sale.

The sale may be postponed or adjourned from time to time, if necessary, by the attorney for the mortgagee at the scheduled time and place of sale. The description for the premises contained in said mortgagee shall control in the event of a typographical error in this publication.

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

CHICOPEE SAVINGS BANK
Present Holder of Said Mortgage
By its Attorney-In-Fact

Dated: March 15, 2013

By: _____
Norman J. Guz, Jr., Esq.
MURPHY McCOUBREY
272 Exchange Street
Chicopee, MA 01013
(413) 592-6106

MEMORANDUM OF SALE

This Memorandum of Sale is made this ____ day of April, 2013, by and among Chicopee Savings Bank, a Massachusetts financial institution, having a usual place of business at 70 Center Street, Chicopee, Massachusetts (the "Mortgage Holder"), Aaron Posnik & Co., Inc. of 83 State Street, Springfield, MA (the "Auctioneer") and _____ of _____ (the "Buyer").

1.1 **MORTGAGE HOLDER'S SALE AT PUBLIC AUCTION.** Pursuant to a public auction (the "Auction") conducted on April 26, 2013 by the Auctioneer on behalf of the Mortgage Holder as holder of a Mortgage from PETER J. MAYNARD ("Mortgagor") to Mortgage Holder dated December 10, 2009, as amended, and recorded with the Hampden County Registry of Deeds at Book 18110, Page 271, (the "Mortgage") and pursuant to the Power of Sale contained therein, the Buyer, as the highest bidder, agrees to purchase the property described below in accordance with the terms hereof.

1.2 **DESCRIPTION OF THE PROPERTY.** The Property shall mean the following:

(a) The Property. A certain parcel of land situated at Hampden County, Massachusetts, known as Lot 43, Brookman Drive, Blandford, MA, as more particularly described in the Mortgagee's Notice of Sale ("Mortgagee's Notice") attached to the form of Deed and Affidavit attached as Exhibit A and incorporated herein by reference, together with the property and subject to the terms and conditions set forth in said Mortgagee's Notice (the "Property").

(b) Inaccuracy of the description of the Property and known and unknown defects SHALL NOT BE REASON FOR FAILURE ON THE PART OF THE BUYER TO COMPLETE THE SALE. The Buyer will consider the Property as sufficiently described by the descriptions available at the time of the Auction. Verbal qualifications by the Mortgage Holder or Auctioneer or their respective agents SHALL NOT INVALIDATE nor become part of this sale as THE BUYER HAS EXAMINED THE PROPERTY TO HIS/HER SATISFACTION.

1.3 **TRANSFER OF THE PROPERTY.** The Property shall be conveyed by mortgagee's deed (Massachusetts General Laws, Chapter 183), under the statutory power of sale and delivered together with an Affidavit, such Deed and Affidavit to be substantially in the form set forth in attached as Exhibit A.

1.4 **PRICE AND DEPOSIT.** The bid price for which the Property has been sold to the Buyer is \$ _____ of which \$10,000.00 has been paid this day in escrow to Murphy McCoubrey ("Escrow Agent") in accordance with the terms of the Mortgagee's Notice. Within five (5) business days after the auction sale an additional deposit shall be paid by the Buyer sufficient to bring the aggregate deposit up to an amount equal to ten (10%) per cent of the auction price. The Buyer will be required to pay the balance of the purchase price plus a five (5%) percent buyer's premium in addition to the bid price, within thirty (30) days from the date of auction sale. The Mortgage Holder shall deposit such amount in a non-interest bearing account. TIME WILL BE OF THE ESSENCE.

1.5 BALANCE OF PRICE; CLOSING. The deed and associated papers shall be delivered and the balance of the consideration paid by certified or bank treasurer's check at the office of Murphy McCoubrey, 272 Exchange Street, Chicopee, Massachusetts at ten o'clock (10:00) A.M. on or before May 26, 2013, time being of the essence, unless Mortgage Holder otherwise agrees (the "Closing").

1.6 TITLE. Buyer acknowledges that it has reviewed this Memorandum of Sale, the Mortgagee's Notice, the Municipal Lien Certificate(s), and all other materials delivered at the sale (referred to collectively as the "Bidder's Package"), and agrees to purchase the Property subject to the items disclosed in such Bidder's Package.

In the event the Mortgage Holder cannot convey title to the Property as stipulated, for any reason whatsoever except the fault of the Buyer, the deposit shall be refunded and all rights hereunder shall cease, and the Buyer shall have no recourse against the Mortgage Holder or Escrow Agent or their employees, agents and representatives, whether at law or in equity; provided, however, that at the election of the Buyer and the Mortgage Holder, Buyer may accept such title as the Mortgage Holder can deliver to the Property in its then condition and to pay therefor the purchase price without deduction.

1.7 RISK OF LOSS/INJURY.

(a) Mortgage Holder shall be under no obligation to maintain casualty insurance covering the Property after the execution of this Agreement. If the Property is damaged by fire or other casualty after the date hereof and prior to the Closing, Buyer shall nonetheless accept the deed to the Property and pay therefor the full balance of the bid price. Buyer may at its expense, obtain insurance on the Property upon the execution of this Agreement to insure itself against any loss or damage occurring prior to Closing. In the event of any loss or damage has occurred to the Property prior to the execution of this Agreement, any insurance proceeds now or hereafter received for such damage shall belong to the Mortgage Holder, it being acknowledged that, except as stated herein, the Premises shall be delivered in their AS IS condition.

(b) Neither Buyer nor any of its agents or employees shall enter upon the Property prior to Closing for any purpose without obtaining the prior written authorization of the Mortgage Holder. In the event Mortgage Holder, in its sole and exclusive discretion, permits the Buyer or its agents to enter upon the Property, Buyer indemnifies Mortgage Holder for any loss, damage, liability or expense, including reasonable attorneys' fees, incurred on account of such entry and any activity conducted by Buyer, it being acknowledged that any entry or activity shall be at the sale risk and expense of the Buyer.

1.8 ACCEPTANCE OF DEED. The acceptance of a deed to the Property by the Buyer shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed or arising out of said Auction on the part of the Mortgage Holder to be performed or observed. The Mortgage Holder shall be under no obligation to provide any certifications or affidavits to the Buyer, Buyer's lender or title company with regard to the conduct of the sale or condition of the Property.

1.9 CONDITION OF THE PROPERTY. THE PROPERTY IS BEING SOLD "AS IS", "WHERE IS", AND "WITH ALL FAULTS" AS OF THE DATE OF CLOSING. MORTGAGE HOLDER WILL MAKE NO AGREEMENT TO ALTER, REPAIR OR IMPROVE THE PROPERTY. MORTGAGE HOLDER AND AUCTIONEER SPECIFICALLY DISCLAIM ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR

PRESENT, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY OR ITS OPERATION, OR ANY OF THE INFORMATION CONTAINED IN THE BIDDER'S PACKAGE, EXCEPT AS SPECIFICALLY SET FORTH IN THE MEMORANDUM OF SALE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION AS TO CONSTRUCTION, FITNESS FOR HABITATION, ZONING, USE, OR CONDITION OF THE PROPERTY, OR THE EXISTENCE ON OR UNDER THE PROPERTY OF ANY OIL, HAZARDOUS WASTE, SUBSTANCES, OR MATERIALS, ASBESTOS, UREA FORMALDEHYDE FOAM INSULATION, LEAD PAINT OR ABOVE GROUND OR UNDERGROUND STORAGE TANKS FOR OIL OR OTHER MATERIALS. BUYER SHOULD INDEPENDENTLY EXAMINE, OR HAVE ITS OWN CONSULTANTS EXAMINE, ALL FINANCIAL AND LEGAL DOCUMENTS, CONTRACTS, LICENSES, PERMITS, ENVIRONMENTAL MATTERS, AND INFORMATION RELATING TO THE PROPERTY. ALL PURCHASES OF THE PROPERTY WILL BE BASED SOLELY ON BUYER'S OWN INDEPENDENT INVESTIGATIONS AND FINDINGS AND NOT IN RELIANCE ON ANY INFORMATION PROVIDED BY MORTGAGE HOLDER OR AUCTIONEER. IN THE EVENT ANY INFORMATION CONTAINED IN THE BIDDER'S PACKAGE VARIES FROM DATA OBTAINED ELSEWHERE, THE INFORMATION CONTAINED IN THE BIDDER'S PACKAGE SHALL GOVERN, SUBJECT TO BEING UPDATED AT THE SALE.

Without limiting the generality of the foregoing, it is acknowledged as follows:

(a) No representation or warranty is made as to whether any contracts, leases, licenses or permits (including without limitation any licenses or permits needed to operate any aspect of the Property) are in full force and effect, whether the same are transferable or assumable, or whether they terminate upon sale of the Property.

(b) No representation is made as to the zoning or permitted use of the Property, including without limitation, whether any of the Property can be used as a residence or a multi-family dwelling

(c) No representation is made as to whether any Certificate of Municipal Liens or any tax information is accurate or complete or whether the Property can be used for any particular purpose. Buyer assumes full responsibility with regard to municipal charges, including without limitation, taxes and tax titles, outstanding as of the date of the foreclosure sale and those outstanding as of the Closing and for determining the proper uses for the Property.

(d) The Buyer agrees to investigate all of the foregoing prior to the sale to its satisfaction and indemnifies and holds the Mortgage Holder harmless from all liability and expenses, including reasonable attorney's fees, incurred by Mortgage Holder on account of the condition or use of the Property.

1.10 BUYER'S DEFAULT; DAMAGES. The Auction sale is not complete until the Buyer has executed this Memorandum of Sale and made the required deposit. Failure of the Buyer to execute this Memorandum of Sale or failure by the Buyer to fulfill the Buyer's agreements herein, shall constitute a default hereunder. Upon Buyer's default, Mortgage Holder shall be entitled, at its election, to either retain the deposit as liquidated damages or to hold

Buyer responsible for all damages caused by its breach of contract, including, without limitation any deficiency resulting from a resale, whether to the second highest bidder, Mortgage Holder, or otherwise, together with costs of resale and any costs of maintaining or owning the Property. In the event Mortgage Holder resells the Property, Buyer shall have no claim to any excess of the eventual sale price over the amount bid.

1.11 ASSIGNMENT. The successful bidder may not assign the bid or its rights under this Memorandum of Sale without the prior written consent of the Mortgage Holder.

1.12 DEED STAMPS, DETECTORS, FEES, ADJUSTMENTS. The Buyer shall pay all recording fees and documentary stamps and sales tax in connection with the transfer of the Property, any real estate taxes, tax titles, or tax lien, and municipal charges due as of the date of this Agreement and those due from the date of this Agreement to the date of the Closing, as well as all of Buyer's costs in connection with the transaction, including but not limited to title examinations and title premiums. There shall be no adjustments whatsoever, whether for taxes, municipal charges, rent, utilities or otherwise.

1.13 CONSTRUCTION OF AGREEMENT. This instrument 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 inures 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 Mortgage Holder 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.

IN WITNESS WHEREOF, the parties have executed this Memorandum in multiple counterparts as of the date first written above.

CHICOPEE SAVINGS BANK

By: _____

BUYER

By: _____

AUCTIONEER

By: _____

Received from the Buyer the sum of \$10,000.00 as a deposit on account of the above Memorandum, subject to the terms and conditions of the sale hereinabove set forth.

MURPHY McCOUBREY

Attorney for the Mortgage Holder

By: _____

Exhibits

A - Form of Deed and Affidavit and attached Mortgagee's Notice

THE COMMONWEALTH OF MASSACHUSETTS
Town of Blandford
Office of the Collector of Taxes

Certificate of Municipal Liens
GEN. LAWS CHAP. 60, SEC. 23
AS AMENDED, CHAP. 250, 1987

Requested By:
MURPHY MCCOUBREY
272 EXCHANGE ST
PO BOX 237
CHICOPEE MA 01014

Certificate # 187
Cert Date 03/14/2013

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 03/14/2013 are listed below

DESCRIPTION OF REAL ESTATE

Map/Parcel	Land	39700	Land Area	0	Book	16099
401A 0 47	Building	349400	Cert #	0	Page	341
	Other	0	Doc #	0	Deed Date	08/04/2006
Unit	Total	389100				
District	0					
Name of person assessed	MAYNARD PETER J					
Location of Property	34 BROOKMAN DRIVE					

Interest thru 03/14/2013

Year	Description	Total Billed	Balance	Interest	Demand & Fees	Total Due	PerDiem
2013	RE Q4	1,544.79	1,544.79	0.00	0.00	1,544.79	0.00
2013	RE Q3	1,544.79	1,544.79	24.29	0.00	1,569.08	0.59
2013	RE Q2	1,313.15	1,313.15	66.99	0.00	1,380.13	0.50
2013	RE Q1	1,313.15	1,313.15	113.33	0.00	1,426.47	0.50
2012	RE	5,124.50	5,124.50	730.69	0.00	5,855.18	1.97
2011	RE	545.81	545.81	171.32	0.00	717.13	0.21
2010	RE	546.44	240.88	100.94	0.00	341.81	0.09
Total Taxes		11,932.63	11,627.07	1,207.56	0.00	12,834.63	3.86
Property Total		11,932.63	11,627.07	1,207.56	0.00	12,834.63	3.86

RE Bill Number: 605

Unpaid utility and other charges

PER DIEM AFTER 03/14/2013

3.86

TOTAL DUE

12,834.63

June M. Masee

June Masee

Collector of taxes for

Town of Blandford

NAME OF CITY OR TOWN