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#### **BIDDER'S INFORMATIONAL PACKAGE**

# 245 EAST STREET CHICOPEE, MASSACHUSETTS

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#### MORTGAGEE'S SALE OF REAL ESTATE

Premises: 245 EAST STREET, CHICOPEE, MASSACHUSETTS

By virtue and in execution of the Power of Sale contained in a certain mortgage given by DONALD V. DAVIS to CHICOPEE SAVINGS BANK, said mortgage dated November 19, 2007, and recorded with the HAMPDEN COUNTY REGISTRY OF DEEDS in Book 17029, Page 325, 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 11:00 a.m. on May 22, 2013, upon the mortgaged premises at 245 East Street, Chicopee, Massachusetts, bounded and described as follows:

The land in that part of Chicopee known as Chicopee Falls, with the buildings thereon, being known and designated as Lots #38 (thirty-eight) and #39 (thirty-nine) as shown on plan of lots recorded with Hampden County Registry of Deeds in Book of Plans Q, Page 45, said lots being more particularly bounded and described in one parcel as follows:

SOUTHWESTERLY by East Street one Hundred twelve (112) feet;

NORTHWESTERLY by Butler Avenue one Hundred twenty-five and 06/100 (125.06) feet;

NORTHEASTERLY by Lot #37 (thirty-seven) as shown on said plan one hundred seven and 56/100 (107.56) feet; and

SOUTHEASTERLY by Lot #40 (forty) as shown on said plan one hundred twenty-five (125) feet.

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 "Initial 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. Within five (5) business days after the sale, the successful bidder shall pay an additional deposit sufficient to bring the aggregate deposit up to an amount equal to ten (10%) per cent of the auction price.

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

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

Dated: April 23, 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 May, 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 May 22, 2013 by the Auctioneer on behalf of the Mortgage Holder as holder of a Mortgage from DONALD V. DAVIS ("Mortgagor") to Mortgage Holder dated November 19, 2007, as amended, and recorded with the Hamdpen County Registry of Deeds at Book 17029, Page 325, (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 245 East Street, Chicopee, 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 HISIHER 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 <a href="Exhibit A">Exhibit A</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 June 22, 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 or every agreement and obligation herein contained or expressed or arising out of said Auction on the part or 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 V ARIES 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 lo 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
Ву:
BUYER
By:
AUCTIONEER
Bv:

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

MURPHY McCOUBREY		
Attorney for the Mortgage Holder		
By:		
P 1114		
<u>Exhibits</u>		

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

## Exhibit A to Memorandum of Sale

## Foreclosure Deed

Chicopee Savings Bank, a Massachusetts financial institution having a usual place of business at 70 Center Street, Chicopee, Massachusetts, holder of a mortgage

from Donald V. Davis
to Chicopee Savings Bank
dated November 19, 2007, as amended, and recorded with the Hampden County Registry of Deeds at Book 17029, Page 325
by power conferred by said mortgage and every other power, for \$, paid, grants to
paid, grants to the premises conveyed by said mortgage as more particularly described in Exhibit A-1 attached hereto and incorporated herewith.
Executed under seal this day of, 2013.
CHICOPEE SAVINGS BANK
By:Elizabeth Maroney,
Elizabeth Maroney, Its Vice-President
COMMONWEALTH OF MASSACHUSETTS County of Hampden
On this day of, 2013 before me, the undersigned notary public, personally appeared Elizabeth Maroney, proved to me through satisfactory evidence of identification, namely the person was known to me to be the person whose name is signed on the preceding or attached document and acknowledged to me that such person is the duly authorized Vice-President of Chicopee Savings Bank and that such person signed such document voluntarily as such person's free act and deed for its stated purpose on behalf of such Chicopee Savings Bank.
, Notary Public My Commission Expires:

# Exhibit A-1 Insert Description of Premises Sold

The land in that part of Chicopee known as Chicopee Falls, with the buildings thereon, being known and designated as Lots #38 (thirty-eight) and #39 (thirty-nine) as shown on plan of lots recorded with Hampden County Registry of Deeds in Book of Plans Q, Page 45, said lots being more particularly bounded and described in one parcel as follows:

SOUTHWESTERLY by East Street one Hundred twelve (112) feet;

NORTHWESTERLY by Butler Avenue one Hundred twenty-five and 06/100 (125.06) feet;

NORTHEASTERLY by Lot #37 (thirty-seven) as shown on said plan one hundred seven and 56/100 (107.56) feet; and

SOUTHEASTERLY by Lot #40 (forty) as shown on said plan one hundred twenty-five (125) feet.

#### Affidavit of Sale

Elizabeth Maroney, the Vice-President of Chicopee Savings Bank, named in the foregoing deed, make oath and say that the principal, interest and tax obligations mentioned in the above-described mortgage were not paid or tendered or performed when due prior to the sale,

That I complied with Chapter 244, Section 14 of the Massachusetts General Laws, as amended, the above-described mortgage and the Massachusetts statutory power of sale, by causing to be published on April 29th, May 6<sup>th</sup> and 13th, 2013, in The Republican, a newspaper published or by its title page purporting to be published in Springfield, Massachusetts and having a general circulation in Chicopee, Massachusetts, a notice of which a true copy is attached hereto as Exhibit A-2 and made a part hereof, and by mailing the required notices by registered mail, return receipt requested.

Pursuant to said notice at the time and place therein sold the portion of the mortgaged premises described Aaron Posnik & Co., Inc., of 83 State Street, Spring	ed in Exhibit A-1 at public auction by gfield, Massachusetts, a licensed
auctioneer, to	, for \$, being the
auctioneer, tohighest bid made for the mortgaged premises at said	d auction.
Executed under seal this day of, 2013	
CHIC	OPEE SAVINGS BANK
By:	
Eli	zabeth Maroney
It's	Vice-President
COMMONWEALTH OF MA	SSACHUSETTS
County of Hamp	oden
On this day of, 2013 before me, the appeared Elizabeth Maroney, proved to me through	
identification, namely the person was known to me	
signed on the preceding or attached document and	-
is the duly authorized Vice-President of Chicopee	
signed such document voluntarily as such person's	
on behalf of such Chicopee Savings Bank.	free act and deed for its stated purpose
on behalf of such efficience Savings Bank.	
	, Notary Public
	My Commission Expires:

#### Exhibit A-2



and sense of charges due, and sense of 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 sale.

The sale may be postponed or adjourned from time in mecssary, by the attorney for the mortuagee at the scheduled time and place of sale. The pescription for the premises contained in sald mortuage shall control in the event of a typo-graphical error in this publication.

Other terms so be an innounced of sale!

Sy its Attorney in fact



PAGE 1 OF 2

State Tax Form 290 Certificate: 405
Issuance Date: 04/26/2013

MUNICIPAL LIEN CERTIFICATE CITY OF CHICOPEE COMMONWEALTH OF MASSACHUSETTS

Requested by ATTYS. MURPHY & MCCOUBREY 272 EXCHANGE ST CHICOPEE, MA 01013

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 04/24/2013 are listed

#### DESCRIPTION OF PROPERTY

Parcel ID: 0127-00008 245 EAST ST CITY OF CHICOPEE

0.32 AC Land area : DAVIS DONALD V Land Value :
Impr Value : 86,600 110 ABBOTT ST 142,200 SPRINGFIELD MA 01118 Land Use 0 : Exemptions : 0 228,800 Taxable Value:

Deed date: 11/19/2007 Book/Page: 17029/323 Class: 330-AUTO SALES & SERVICE-GENERAL

FISCAL YEAR	2013	2012	2011
DESCRIPTION			
COMMERCIAL RE TAX	\$7,184.32	\$7,053.90	\$6,932.64
COMMITTED INTEREST-EPA STOR	\$2.44	\$2.31	\$2.21
COMMITTED INTEREST-SEWER LI	\$4.00	\$3.79	\$2.38
COMM INTEREST & FEES-WATER	\$2.84	\$2.73	\$2.56
LIEN-EPA STORM PRINCIPAL	\$24.98	\$25.00	\$25.00
LIEN-SEWER PRINCIPAL	\$40.94	\$40.95	\$26.95
LIEN-WATER PRINCIPAL	\$39.00	\$39.54	\$39.00
I+E FINE	\$200.00	\$.00	\$.00
TOTAL BILLED:	\$7,498.52	\$7,168.22	\$7,030.74
Charges/Fees	\$.00	\$15.00	\$15.00
Abatements/Exemptions	\$.00	\$.00	\$.00
Payments/Credits	-\$2,198.44	-\$110.24	-\$7,045.74
Interest to 04/26/2013	\$36.69	\$371.66	\$.00
TOTAL BALANCE DUE:	\$5,336.77	\$7,444.64	\$.00

TOTAL INTEREST PER DIEM: \$3,4080