

# TABLE OF CONTENTS

**BIDDER'S INFORMATIONAL PACKAGE**  
**1260 SUMNER AVENUE**  
**SPRINGFIELD, MASSACHUSETTS**

<b>DESCRIPTION</b>	<b>PAGE #</b>
<b>MORTGAGEE'S SALE OF REAL ESTATE .....</b>	<b>1-2</b>
<b>MEMORANDUM OF SALE .....</b>	<b>3-5</b>

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## MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by FREDRIC P. SELICA a/k/a FREDERIC P. SELICA d/b/a FREDERIK REALTY, dated March 25, 2005, recorded at Hampden County Registry of Deeds in Book 14900, Page 283, of which mortgage the undersigned 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 **10:00 a.m., on Tuesday, the 4<sup>th</sup> day of June, 2013** on the premises below described all and singular the premises described in said mortgage, said premises being therein described substantially as follows, to wit:

### **1260 SUMNER AVENUE, SPRINGFIELD, MA 01108**

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

#### PARCEL 1

A certain parcel of land situated in Springfield, and being known and designated as Lot #1 (one) on Sumner Avenue on a plan of subdivision "A" of Sumner Avenue Extension made by Fowler & Toquet, Inc., Civil Engineers, dated March, 1914 and recorded in Hampden County Registry of Deeds in Book of Plans 4, Page 38, said lot being more particularly bounded and described as follows:

Bounded SOUTHERLY by Sumner Avenue, fifty and 80/100 (50.80) feet;  
WESTERLY by land of owner unknown, one hundred twenty-four and 44/100 (124.44) feet;  
NORTHERLY by Lot #3 (three) as shown on said plan, forty-nine and 87/100 (49.87) feet;  
EASTERLY by Lot #2 (two) as shown on said plan, one hundred fifteen and 23/100 (115.23) feet.

#### PARCEL 2

A certain parcel of land situated in Springfield and being shown as Lot No. 2 on Sumner Avenue on a plan of SUBDIVISION "A" OF SUMNER AVENUE EXTENSION made by Fowler & Toquet, Inc., Civil Engineers, dated March, 1914 and recorded in Hampden County Registry of Deeds in Book of Plans 4, Page 38.

SUBJECT to restrictions of record.

For grantor's title see Deed dated April 25, 2003 and recorded with the Hampden County Registry of Deeds in Book 13157, Page 89.

Including all rents, issues and profits thereof (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues and profits until default hereunder), and all fixtures now or hereafter attached to or used in connection with the premises herein described.

The above premises will be sold subject to and with the benefit of all restrictions, easements, improvements, outstanding tax titles, municipal or other public taxes, assessments, liens, or claims in the nature of liens and condominium common charges, and existing encumbrances of record created prior to the mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed, if any.

Ten Thousand Dollars (\$10,000) (“Initial Deposit”) will be required to be paid in cash or by certified check by the purchaser at the time and place of sale as earnest money, and an additional sum (“Additional Deposit”), also in cash or by certified check, in an amount such that the total deposits, including the initial deposit, totals Ten percent (10%) of the purchase price, shall be due and payable within Three (3) calendar days of the sale. The balance to be paid in cash or by certified check within Twenty (20) calendar days of the date of sale.

Buyer shall also pay directly to the auctioneer, AARON POSNIK & CO., INC. a buyer’s premium equal to Five percent (5%) of the purchase price.

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 the foreclosure, the Mortgagee reserves the right to sell the property by Foreclosure Deed to the next highest qualified bidder provided that the next highest qualified bidder shall deposit with Mortgagee's attorneys, Doherty, Wallace, Pillsbury and Murphy, P.C., the amount of the required deposit as set forth herein within three (3) business days after receiving written notice of default of the previous highest bidder and title shall be conveyed to said next highest qualified bidder within thirty (30) days of said written notice. The Mortgagee further reserves the right, at its option, and within its sole discretion, to purchase the property for the amount of the next highest qualified bid, or to reschedule the foreclosure sale under its power of sale contained in the mortgage.

Other terms to be announced at the sale.

UNITED BANK,

BY Gary P. Shannon  
Its Attorney

Doherty, Wallace, Pillsbury  
and Murphy, P.C., Attorneys  
One Monarch Place, Suite 1900  
Springfield, MA 01144-1900

## MEMORANDUM OF SALE

Ten Thousand Dollars (\$10,000) (“Initial Deposit”) received from Buyer by UNITED BANK, (“Seller or Mortgagee”) as earnest money to be applied to the purchase price of real estate located at **1260 SUMNER AVENUE, SPRINGFIELD, MA 01108**, sold this day under a power of sale contained in a mortgage given to UNITED BANK which power of sale provides that the premises are sold subject to and with the benefit of all restrictions, easements, improvements, outstanding tax titles, mortgages, liens, right of tenants and parties in possession, unpaid taxes, municipal liens and other public taxes, assessments or liens, if any, including outstanding condominium common expense assessments or liens, if applicable.

The Buyer understands that this sale is pursuant to a public foreclosure sale; that the Seller has no knowledge as to the physical condition or use of the Premises or the compliance of the Premises with the provisions of any Federal, state or local rule, regulation, statute or ordinance, including, without limitation, Title V; and the Seller makes no representations or warranties expressed or implied of any type, kind, character or nature whatsoever relating to the Premises, including as to condition, use, zoning or environmental matters; and the Buyer agrees to accept the Premises in its “AS IS” condition. Environmental Site Assessment is the responsibility of the Buyer.

In the event the premises contains on on-site sewage system, the Buyer shall 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.

In the event that the premises contain underground storage tank(s), the Buyer shall be responsible for complying with the applicable regulations issued by the Massachusetts Board of Fire Prevention as set forth in 527 CMR 9.00 et seq. which may require removal of any existing tank(s).

The Buyer acknowledges that there may have occurred the use, storage, disposal, transportation, release or threat of release of hazardous or toxic materials or substances on, or in connection with, the Premises and that the Premises may not be in compliance with

applicable environmental laws, including, without limitation, the Massachusetts Oil and Hazardous Material Release Prevention Response Act (M.G.L.c.21E), Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. §9601 et. seq.) and other federal, state and local laws and regulations, and any judicial or administrative decree or decisions. The Buyer hereby releases the Mortgagee from any and all liability in connection with any environmental claims, of any kind or nature, which may arise in connection with, or relating to the Premises and agrees to indemnify and defend the Mortgagee in connection with any such claim which may be asserted against the Mortgagee hereinafter.

Ten Thousand Dollars (\$10,000) ("Initial Deposit") will be required to be paid in cash or by certified check by the purchaser at the time and place of sale as earnest money, and an additional sum, also in cash or by certified check, in an amount such that the total deposits, including the initial deposit, totals ten percent (10%) of the purchase price, shall be due and payable within three (3) calendar days of the sale. The Buyer agrees to pay the balance of said purchase price shown below within twenty (20) calendar days from the date of this agreement at the offices of Doherty Wallace, Pillsbury and Murphy, One Monarch Place, Suite 1900, Springfield, Massachusetts. If said balance is not paid within said twenty (20) days, as herein provided, said earnest money shall be forfeited and become the property of UNITED BANK.

Buyer shall also pay directly to the auctioneer, AUCTIONEER CO., a buyer's premium equal to Five percent (5%) of the purchase price.

In the event that the Buyer at the foreclosure sale shall default in purchasing the within described property according to the terms of the Notice of Sale and/or the terms of this Memorandum of Sale executed at the time of the foreclosure, UNITED BANK reserves the right to sell the property by Foreclosure Deed to the next highest qualified bidder provided that the next highest qualified bidder shall deposit with UNITED BANK's attorneys, Doherty, Wallace, Pillsbury and Murphy, P.C., the amount of the required deposit as set forth herein within three (3) business days after receiving written notice of default of the Buyer and title shall be conveyed to said next highest qualified bidder within thirty (30) days of said written notice. The Seller further reserves the right, at its option, and within its sole discretion, to purchase the property for the amount of the next highest qualified bid, or to reschedule the foreclosure sale under its power of sale contained in the mortgage.

If at the time for closing, the bank, as Seller, is unable to convey title in accordance with the terms hereof and the notice of Sale, this Agreement shall terminate, the Seller shall return the deposit to the Buyer, and the Seller and the Buyer shall have no further obligations to one another under this Agreement. However, the Buyer shall have the right, by written notice to the Seller at closing, to elect to perform this agreement, accepting such title as the Seller may be able to give for the premises in their then condition and paying the purchase price without reduction.

Buyer shall pay and be responsible for Seller's closing attorney's fees and costs, including but not limited to excise tax stamps required to be affixed to the Foreclosure Deed by the Law of the Commonwealth and all recording fees in connection with the transfer of the property.

\_\_\_\_\_  
BUYER SIGNATURE  
PRINT NAME: \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
TEL # \_\_\_\_\_

Buyer's Bid \_\_\_\_\_  
Initial Deposit \$ 10,000.00  
Add'l. Deposit \$ \_\_\_\_\_ by 06/07/13 (combined total 10%)  
Balance Due \$ \_\_\_\_\_ by 06/24/13  
+5% Buyer's Premium \_\_\_\_\_

UNITED BANK

BY: \_\_\_\_\_

DATED: \_\_\_\_\_