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## **BIDDER'S INFORMATIONAL PACKAGE 1632 NORTHAMPTON STREET & PARCEL #95, NORTHAMPTON STREET HOLYOKE, MASSACHUSETTS**

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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, to UNITED BANK, dated May 26, 2006, recorded at Hampden County Registry of Deeds in Book 15929, Page 196, 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 **11:00 a.m., on Friday, the 22<sup>nd</sup> day of November, 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:

**1632 NORTHAMPTON STREET &  
PARCEL 95 NORTHAMPTON STREET, HOLYOKE, MA 01040**

1632 NORTHAMPTON STREET, HOLYOKE, MA.

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

Beginning at the point of intersection of the easterly side of Northampton Street with the northerly side of St. James Avenue, formerly called Farnum Street; thence running in an

EASTERLY direction, along said St. James Avenue, one hundred forty-three (143) feet to the land of one Gauthier; thence

NORTHERLY at right angles to said St. James Avenue, eighty-two and ten one-hundredths (82.10) feet to other land of said Gauthier; thence

WESTERLY at right angles to the last described line, and parallel with said St. James Avenue, one hundred fourteen and twenty-two one-hundredths (114.22) feet to said Northampton Street; thence

SOUTHERLY along said Northampton Street, eighty-seven (87) feet to the place of beginning.

For Grantor's title see Deed dated November 12, 1997 and recorded with the Hampden County Registry of Deeds in Book 10102, Page 114.

PARCEL 95 NORTHAMPTON STREET, HOLYOKE, MA.

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

Beginning at a point on the Easterly side of Northampton Street, eighty-seven (87) feet Northerly from the point of intersection of the Easterly side of said Northampton Street with the Northerly side of Farnum Street, now called St. James Avenue; and running thence

NORTHERLY on Northampton Street, eighty-seven (87) feet to land now or formerly of one Ball; thence

EASTERLY along land of said Ball, eighty-five (85) feet more or less to land formerly of Regina M. Gauthier; thence

SOUTHERLY along land now or formerly of Regina M. Gauthier, eighty-two and ten one-hundredths (82.10) feet; thence

WESTERLY along land now or formerly of one Abramson, one hundred fourteen and twenty-two one-hundredths (114.22) feet to the place of beginning.

Being the premises known as Parcel 95 Northampton Street, Holyoke, Hampden County, Massachusetts.

For Grantor's title see Deed dated January 26, 2005 and recorded with the Hampden County Registry of Deeds in Book 14807, Page 510.

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 **1632 NORTHAMPTON STREET, AND PARCEL 95 NORTHAMPTON STREET, HOLYOKE, MA 01040**, 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 11/25/13 (combined total 10%)  
Balance Due \$ \_\_\_\_\_ by 12/23/13  
+5% Buyer's Premium \_\_\_\_\_

UNITED BANK

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

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

State Tax Form 290  
 Certificate: 11055  
 Issuance Date: 11/19/2013

MUNICIPAL LIEN CERTIFICATE  
 CITY OF HOLYOKE  
 COMMONWEALTH OF MASSACHUSETTS

Requested by ATTY SHANNON

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 11/19/2013 are listed below.

DESCRIPTION OF PROPERTY

Parcel ID: 000106-000094 1632 NORTHAMPTON ST

SELICA FREDERIC F 1260 SUMNER AV SPRINGFIELD MA 01118	Land area : 0.24 AC Land Value : 92,200 Impr Value : 118,700 Land Use : 0 Exemptions : 0 Taxable Value: 230,900
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Deed date: 12/16/1997 Book/Page: 10102-114  
 Class: 341-BANK

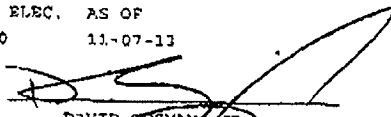
FISCAL YEAR	2014	2013	2012
DESCRIPTION			
COMMERCIAL / INDUSTRIAL TAX	\$4,614.54	\$9,229.07	\$ .00
Charges/Fees	\$ .00	\$15.00	\$ .00
Abatements/Exemptions	\$ .00	\$ .00	\$ .00
Payments/Credits	-\$2,107.27	-\$3,345.88	\$ .00
Interest to 11/19/2013	\$14.16	\$324.34	\$ .00
TOTAL BALANCE DUE:	\$2,321.43	\$6,222.53	\$ .00

NOTE: Actual 2014 taxes not yet issued.

TOTAL INTEREST PER TERM: \$3,1473

IF TAX TITLE APPEARS (ABOVE) PLEASE CALL 413.322.5560 FOR AMOUNT DUE.  
 UNPAID UTILITY BILLINGS BELOW ARE SENT TO EACH DEPARTMENT BELOW PLEASE DO NOT SEND THEM TO THE TAX OFFICE

SEWER	AS OF	WATER	AS OF	GAS+ ELEC.	AS OF
\$268.39	11-15-13	\$226.28	10-07-13	\$0.00	11-07-13

  
 DAVID GUZMAN, JR.  
 COLLECTOR OF TAXES

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE

State Tax Form 290  
 Certificate: 11056  
 Issuance Date: 11/19/2013

MUNICIPAL LIEN CERTIFICATE  
 CITY OF HOLYOKE  
 COMMONWEALTH OF MASSACHUSETTS

Requested by ATTY SHANNON

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 11/19/2013 are listed below.

DESCRIPTION OF PROPERTY

Parcel ID: 090106-000025 NORTHAMPTON ST

SEANICA FREDERIC P 136 DUNSANY DR LONGMEADOW MA 01106	Land area : 0.19 AC Land Value : 60,500 Impx Value : 0 Land Use : 0 Exemptions : 0 Taxable Value: 60,500
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Deed date: 02/09/2005 Book/Page: 14807-510  
 Class: 391-POTENTIAL

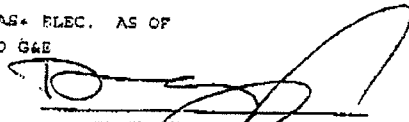
FISCAL YEAR	2014	2013	2012
DESCRIPTION			
COMMERCIAL / INDUSTRIAL TAX	\$1,209.16	\$2,418.19	\$2,381.15
Charges/Fees	\$ 00	\$ 00	\$ 00
Abatements/Exemptions	\$ 00	\$ 00	\$ 00
Payments/Credits	-\$604.55	-\$2,418.19	-\$2,381.15
Interest to 11/19/2013	\$3.71	\$ 00	\$ 00
TOTAL BALANCE DUE:	\$608.26	\$ 00	\$ 00

NOTE: Actual 2014 taxes not yet issued

TOTAL INTEREST PER DIEM: \$ 2319

IF TAX TITLE APPEARS (ABOVE) PLEASE CALL 413.322.5560 FOR AMOUNT DUE.  
 UNPAID UTILITY BILLINGS BELOW ARE SENT TO EACH DEPARTMENT BELOW PLEASE DO NOT SEND THEM TO THE TAX OFFICE

SEWER AS OF WATER AS OF GAS+ ELEC. AS OF  
 NO SEWER NO WATER NO G&E

  
 DAVID GUZMAN, JR.  
 COLLECTOR OF TAXES

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE



SIDDALL & SIDDALL, P.C.  
ATTORNEYS AT LAW

SOVEREIGN BANK BUILDING  
1350 MAIN STREET, SUITE 210  
SPRINGFIELD, MASSACHUSETTS 01103

MICHAEL R. SIDDALL  
LISA C. SIDDALL  
AMY J. MEGLIOLA  
ALLISON B. TURNER

TELEPHONE (413) 732-3600  
FACSIMILE (413) 732-3611

November 20, 2013

Gary P. Shannon, Esquire  
Doherty, Wallace, Pillsbury & Murphy, P.C.  
One Monarch Place – Suite 1900  
1414 Main Street  
Springfield, MA 01144-1900

Re: **City of Holyoke v. Frederic P. Sellica**  
**1632 Northampton Street, Holyoke, Massachusetts (Parcel ID 000106-000094)**

Dear Attorney Shannon:

As you may recall, this office represents the City of Holyoke with respect to the collection of the balances due to the City in connection with the above property. It is my understanding that you are conducting a Mortgagee foreclosure auction on behalf of United Bank in connection with the property on November 22, 2013 at 11:00 a.m.

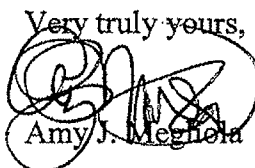
On November 22, 2013, the City will be due:

Fiscal Year 2013 Real Estate Taxes (2 <sup>nd</sup> -4 <sup>th</sup> quarters)	\$6,229.32
Fiscal Year 2014 Real Estate Taxes (2 <sup>nd</sup> quarter)	\$2,324.08
Tax Title Account/Statutory Legal Fees and Expenses	<u>\$1,400.00</u>
<b>TOTAL</b>	<b><u>\$9,953.40</u></b>

Please kindly announce the above balances at the auction. Please note, there may be additional balances due to the City for utilities.

I will contact you after the auction to determine whether this property sold and, if so, to whom I may provide a payoff accounting. If this property is not sold, or if the Mortgagee buys back this property and fails to promptly satisfy the balances due to the City, the City will avail itself of all legal remedies available under Massachusetts law.

Please call me if you have any questions.

Very truly yours,  
  
Amy J. Megliola

cc: Mr. Jon D. Lumbra, Treasurer