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## BIDDER'S INFORMATIONAL PACKAGE

### 55 CIRCUIT AVENUE WEST SPRINGFIELD, MASSACHUSETTS

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## MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Connecticut Valley Block Co., Inc., also known as The Connecticut Valley Block Company (the "Mortgagor") to People's United Bank, successor by merger with The Bank of Western Massachusetts (the "Mortgagee") dated April 4, 1990 and recorded in the Hampden County Registry of Deeds at Book 7424, Page 511, 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 on **Friday, September 6, 2013, at 11:00 A.M.**, on the mortgaged premises below described, being known and numbered as **55 Circuit Avenue (and abutting land), West Springfield, Massachusetts** more particularly described as follows:

Being five (5) parcels of land located in the Town of West Springfield, Hampden County, Massachusetts, further bounded and described as follows:

### PARCEL I.

A certain parcel of land situated in said West Springfield, lying southerly of Memorial Avenue, and being Parcel 3 shown on a Plan of Circuit Avenue and Adjacent Land, West Springfield, Mass., recorded in Hampden County Registry of Deeds, Book of Plans 19 at Page 99, together with a right of way to Circuit Avenue over Parcel 2 as said right of way and parcel 2 are shown on said Plan.

Being the same premises conveyed to the mortgagors herein by deed of Walter E. Lovelace and Warren E. Lovelace dated August 2, 1946 and recorded as aforesaid in Book 1834 at Page 546. Also see Book of Plans 25, Page 6.

### PARCEL II.

A certain parcel of land situated in said West Springfield, lying on the southerly side of Bramble Avenue, further bounded and described as follows:

Beginning at a stone bound located at the intersection of the southerly line of Bramble Avenue with the easterly line of the railroad location of Eastern States Agricultural and Industrial Exposition, Inc. and running thence **EASTERLY** along the southerly line of Bramble Avenue about two hundred twenty-five (225) feet to a stone bound located in said southerly line of Bramble Avenue; thence **SOUTHERLY** in a straight line about five hundred ten (510) feet to a stone bound located in the easterly line of said railroad location; thence **NORTHWESTERLY** along said railroad location about five hundred (500) feet to the stone bound at the point of beginning. Containing about 60,000 square feet.

Being the same premises conveyed to the mortgagors herein by deed of Richfield Oil Corporation of New York dated March 25, 1946 and recorded as aforesaid in Book 2533 at Page 589.

Excepting from parcel II that portion conveyed by deed dated October 29, 1958

PARCEL B:

NORTHERLY: by land, now or formerly of the Eastern States Exposition;

EASTERLY: by Circuit Avenue;

SOUTHERLY: by land, now or formerly of the Eastern States Exposition;

WESTERLY: by land, now or formerly of the Eastern States Exposition;

Being all of said Parcel B as shown on the above referenced plan, containing 6,786 square feet.

Being the same premises conveyed to the mortgagors herein by deed of West Side Terminal Co. a/k/a West Side Terminal Company dated December 17, 1973 and recorded as aforesaid in Book 3900 at Page 1.

PARCEL V.

A certain parcel of land situated in said West Springfield as shown on a plan entitled "Plan of Land in the Town of West Springfield-Mass. Hampden County Owned by Eastern States Exposition, Durkee, White, Towne & Chapdelaine, Civil Engineers and Land Surveyors, 356 Front Street - Chicopee, Massachusetts" dated July 29, 1974, Scale 1"=100', recorded as aforesaid in Book of Plans 156 at Page 34, further bounded and described as follows:

Beginning at a point in the southwesterly line of Circuit Avenue at the most northeasterly corner of other land of the Grantor herein and running thence;

N. 75° 58' 17" E. thirty-five and 59/100 (35.59) feet, and running thence

SOUTHEASTERLY: on said Circuit Avenue in a curved line, having a radius Of four hundred one and 11/100 (401.11) feet, an arc distance of four hundred four and 76/100 (404.76) feet; thence

S. 46° 12' 43" E. on said Circuit Avenue, two hundred nineteen and 12/100 (219.12) feet; thence

S. 37° 00' 13" E. on said Circuit Avenue two hundred seventeen and 41/100 (217.41) feet; thence

SOUTHEASTERLY: on said Circuit Avenue in a curved line having a radius of one thousand one hundred forty-six and 28/100 (1,146.28) feet, an arc distance of five hundred ninety six and 01/100 (596.01) feet; thence

- S. 04° 17' 37" W. on said Circuit Avenue, four hundred twenty and 19/100 (420.19) feet; thence
- S. 04° 04' 07" W. on said Circuit Avenue, two hundred fifty-five And 46/100 (255.46) feet to a point in said Circuit Avenue at other land of the Grantor herein; thence
- N. 09° 53' 22" W. on last named land seventy one and 88/100 (71.88) feet; thence
- N. 04° 17' 37" E. five hundred forty and 00/100 (540.00) feet; thence
- N. 05° 00' 00" W. one hundred twenty and 00/100 (120.00) feet; thence
- N. 19° 30' 00" W. two hundred and 00/100 (200.00) feet; thence
- N. 27° 30' 00" W. three hundred twenty and 00/100 (320.00) feet; thence
- N. 43° 00' 00" W. three hundred and 72/100 (300.72) feet; and thence
- N. 64° 00' 00" W. one hundred thirty-five and 00/100 (135.00) feet; thence
- N. 74° 00' 00" W. three hundred sixty-six and 08/100 (366.08) feet; thence
- N. 04° 50' 41" E. fifty-five and 00/100 (55.00) feet to said Circuit Avenue and to the point of beginning.

Containing about 2.2462 acres of land.

Being the same premises conveyed to the mortgagors herein by deed of Eastern States Exposition dated January 17, 1975 and recorded as aforesaid in Book 4097 at Page 331.

The above described parcels are subject to and include the benefits of the following:

TOGETHER WITH all right, title and interest in and to the fee in Bramble Avenue, subject to the rights of all persons entitled to use the same as a public way;

TOGETHER WITH all right, title and interest of West Side Terminal Company in and to all tracks owned by said company now located on the land described in PARCEL IV and the tracks now owned and maintained by said Company or The Quinnehtuk Company over Memorial Avenue, Bramble venue and Union Street; ;together with the right to maintain, construct, use and operate railroad tracks across, over and upon said Memorial Avenue, Bramble Avenue, Union Street and Agawam Avenue with engines, cars and other vehicles; together with all rights, privileges and obligation of said West Side Terminal Company arising out of agreements and other documents recorded as aforesaid and relating to said premises and tracks;

TOGETHER WITH a right of way to Circuit Avenue over Parcel Two as shown on

and recorded as aforesaid in Book 2707, Page 290.

PARCEL III.

A certain parcel of land situated in said West Springfield, further bounded and described as follows:

Beginning at a point on the easterly side of Circuit Avenue, said point being a distance of 235.60 feet south of the intersection of the easterly line of Circuit Avenue with the southerly line of Memorial Avenue; thence N 56° 42' 17" E along land of Young Real Estate, a distance of 74.59 feet to a point in the southerly line of Bramble Ave.; thence S 22° 03' 43" E along land of Connecticut Valley Block Co., a distance of 85.26 feet to a point in the northerly line of land, now or formerly of the West Side Terminal Company; thence WESTERLY along a curve to the left, having a radius of 511.11 feet along land of West Side Terminal Company, a distance of 22.08 feet to a point; thence S 66° 37' 17" W along land of West Side Terminal Company, a distance of 19.31 feet to a point in the easterly line of Circuit Avenue; thence NORTHWESTERLY along a curve to the right, having a radius of 150.08 feet along the easterly line of Circuit Avenue, a distance of 78.89 feet to the point of beginning.

The above described parcel contains 4,863 square feet.

Being a parcel of land as shown on a Plot Plan drawn by Durkee, White, Towne & Chapdelaine, Civil Engineers dated November 28, 1972 which is recorded as aforesaid in Book of Plans 140 at Page 100.

Being the same premises conveyed to the mortgagors herein by deed of William W. Young and Marguerite Wescott d/b/a Young Real Estate dated December 28, 1972 and recorded as aforesaid in Book 3763 at Page 331.

PARCEL IV.

Two certain parcels of land situated in said West Springfield, further bounded and described as follows:

PARCEL A:

- NORTHERLY: by other land of Connecticut Valley Block Company;
- EASTERLY: by other land, now or formerly of West Side Terminal Company;
- SOUTHERLY: by Circuit Avenue;
- WESTERLY: by Circuit Avenue;

Being all of said PARCEL A as shown on plan made by Durkee, White, Towne & Chapdelaine, Drawing #77-3752, sheet 10, dated October 26, 1973, containing 21,440 square feet, recorded as aforesaid in Book of Plans 149 at Page 24.

a Plan recorded as aforesaid in Book of Plans 19 at Page 99;

TOGETHER WITH AND SUBJECT TO the benefit and burdens of an agreement as to Circuit Avenue by and among Connecticut Valley Realty Company, Trustee and Eastern States Exposition dated December 2, 1940 and recorded as aforesaid in Book 1704 at Page 401, as Circuit Avenue is shown on said Plan 19 Page 99;

TOGETHER WITH AND SUBJECT TO the benefits and burdens of an indenture of easement dated May 13, 1973 and recorded as aforesaid in Book 3797 at Page 245 between Connecticut Valley Block Co. and West Side Terminal Company;

TOGETHER WITH AND SUBJECT TO the benefits and burdens of an easement and right of way dated January 13, 1975 and recorded and recorded as aforesaid in Book 4097 at Page 339 between Connecticut Valley Block Co. and the Eastern States Exposition;

SUBJECT TO sewer and drain rights of the Town of West Springfield and an easement to said town dated August 11, 1925 and December 18, 1978 and recorded as aforesaid respectively in Book 1287 at Page 121 and in Book 4710 at Page 399. Shown in Book of Plans "U" at Page 37 and in Book of Plans 182 at Page 44, respectively;

SUBJECT TO easement and other rights of Turners Falls Power and Electric Company under an instrument dated November 12, 1942 and recorded as aforesaid in Book 1751 at Page 214;

SUBJECT TO dike rights and pole and line rights set forth in an instrument recorded as aforesaid in Book 1062 at Page 600;

SUBJECT TO track rights and liabilities as set forth in an instrument recorded as aforesaid in Book 1053 at Page 1; and

SUBJECT TO RESTRICTIONS OF RECORD.

Said premises will also be sold subject to an all mortgages, restrictions and easements of record, leases and tenancies having priority over said mortgage, to tenancies or occupation by persons on the premises now or at the time of said auction which tenancies or occupations are subject to said mortgage, to rights or claims in personal property installed by tenants or former tenants now located on the premises, and also to laws and ordinances including, but not limited to, all building and zoning laws and ordinances.

#### TERMS OF SALE:

A deposit of TWENTY FIVE THOUSAND AND 00/100 (\$25,000.00) DOLLARS will be required to be paid in cash or by certified check by the purchaser at the time and place of sale as an initial deposit in escrow with O'Connell, Plumb & MacKinnon, P.C., 75 Market Place, Springfield, Massachusetts 01103. The purchaser shall within 5 business days of the sale increase the deposit to a sum equal to 10% of the purchase price by delivering the amount necessary to O'Connell, Plumb & MacKinnon, P.C. in cash or certified check. The balance is to be paid in cash, or by certified check, within

thirty (30) days thereafter and the Deed transferred contemporaneously therewith. The successful bidder at the sale shall be required to sign a Memorandum of Terms of Sale containing the above, and other, terms at the Auction Sale.

The purchaser will be responsible for all closing costs, Massachusetts deed excise stamps and all recording fees. Other terms, if any, to be announced at the sale.

The Seller reserves the right to sell to the second highest bidder in the event that the highest bidder defaults. However, this reservation of rights should not be construed as requiring the Seller to sell to the second highest bidder in the event of such a default.

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

PEOPLE'S UNITED BANK  
The Present Holder of said Mortgage

By: \_\_\_\_\_  
Jerry B. Plumb, Jr., its Attorney  
O'Connell, Plumb, & MacKinnon P.C.  
75 Market Place  
Springfield, MA 01103  
(413) 733-9111

Publication Dates: 8/9/13; 8/16/13; 8/23/13

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## MEMORANDUM OF SALE

1. People's United Bank, successor by merger with The Bank of Western Massachusetts (the "Seller"), hereby sells the parcel of property in West Springfield, Hampden County, Massachusetts, known and numbered as 55 Circuit Avenue, as the foreclosing holder of a mortgage dated April 4, 1990 and recorded in the Hampden County Registry of Deeds at Book 7424, Page 511 (the "Purchaser"), or to the Assignee designated by the Purchaser, on the thirtieth (30th) day following the date of this Agreement (or if on that day the Registry of Deeds is not open for business, then on the next day following said thirtieth day when the Registry of Deeds is open), or earlier if the parties so agree, by a good and sufficient Foreclosure Deed conveying a good, marketable title of record to the Premises as described in the notice entitled "Mortgagee's Notice of Sale of Real Estate" (the "Notice of Sale"), a copy of which is attached hereto as Exhibit "A", subject to all restrictions, easements, prior mortgages, improvements, outstanding tax titles, municipal or other encumbrances of record created prior to the Mortgage, condominium fees, rights of parties in possession, tenants, building codes, zoning ordinances, and G.L.c. 21E, and all other claims in the nature of liens having priority over the Mortgage, if any there be. The property shall also be transferred subject to the right of redemption of the United States of America, if any there be. In its sole and absolute discretion, the Bank may postpone the closing beyond 30 days in order to complete a secured party's sale of the assets of the Mortgagee, Connecticut Valley Block Co., Inc.

2. The purchase price of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), [plus a five percent (5%) Purchaser's premium in the Amount of \$\_\_\_\_\_ is to be paid in cash or by certified bank check(s) to the order of People's United Bank within 30 days of the date of this Agreement.

4. The delivery of a deposit of TWENTY FIVE THOUSAND and no/100 DOLLARS (\$25,000.00), plus so much paid within 5 business days hereof to make the deposit equal to 10.0% of the purchase price, which has been made to bind this purchase, shall be applied against the purchase price or otherwise accounted for, and shall be forfeited to the use of the Seller in the 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 Purchaser's obligations hereunder. The Seller shall be entitled to any interest earned on the deposit and the amount to be paid to the Purchaser shall not be adjusted to reflect any such interest.

5. The Purchase Price shall be paid at the office of Jerry B. Plumb, Jr., O'Connell, Plumb & MacKinnon, 75 Market Place, Springfield, Massachusetts 01103 at 10:00 a.m. on the date fixed for conveyance, or at such other place or hour as the parties hereto shall in writing agree, it being understood that Time is of the Essence of this Agreement.

6. If the Seller shall be unable 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 of a court of competent jurisdiction, impairs the authority of the Seller to give title or to make conveyance hereunder, said deposit shall be refunded and thereupon all obligations of the parties hereunder shall cease, and this Agreement shall be void and the Buyer shall have no recourse against the Seller, its employees, agents, attorneys and representatives,



whether at law or in equity, provided, however:

- (a) If, on the date fixed 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 in its absolute and sole discretion, be extended for a period of time not to exceed an additional sixty (60) days to enable the Seller to make reasonable efforts to cure such defect; and
- (b) If the Purchaser 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.

7. Until the delivery of the deed, Seller shall continue to maintain insurance on the Premises against fire and other hazards as presently insured. If the Premises 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.

8. The Purchaser will be responsible for all closing costs, Massachusetts deed excise stamps, all recording fees, real estate taxes, condominium fees and all other charges.

9. If the Purchaser shall fail to fulfill the Purchaser's agreements herein all deposits made hereunder by the Purchaser shall be retained by the Seller and the Purchaser shall remain liable for the full amount of the Purchase Price, plus all of the Seller's damages, costs and expenses of the Seller due to the Purchaser's default, including attorneys' and auctioneers' fees. In the event that the Seller sells to the second highest bidder after such default, the Purchaser shall remain liable for the difference between the Purchase Price plus the above described damages and the second highest bid.

10. The property shall be conveyed in an "AS-IS" condition. The Purchaser acknowledges that the Purchaser has not been influenced to enter this transaction by, nor has the Purchaser relied upon, any warranties or representations of the Seller or the Auctioneer not set forth or incorporated herein, and that no such warranties and representations have been made. Moreover, the Seller specifically disclaims any applicable warranties, whether express or implied. It shall be the obligation of the Purchaser to obtain and pay for any required Smoke Detector Certificates. Further, the Purchaser assumes all legal responsibility and costs in the event that the property does not conform to the requirements of Title 5 of the State Environmental Code. The Seller makes no warranties or representations with respect to any septic system or its compliance with Title 5.

11. The acceptance of the foreclosure deed by Purchaser or its nominee shall be deemed to be a full performance and discharge of every Agreement and obligation of the Seller herein contained or expressed or arising out of said public auction.

12. This agreement shall be construed in accordance with the law of the Commonwealth of Massachusetts, is to take effect as a sealed instrument, sets forth the entire agreement between the parties, is binding upon the parties and inures to the

benefit of the parties, their heirs, executors, successors and assignees, and may be modified or amended only by a written instrument executed by both the Seller and the Buyer.

PURCHASER:

SELLER:

\_\_\_\_\_

\_\_\_\_\_  
People's United Bank  
By: Kevin M. Bowler  
Title: Vice President

Date: September 6, 2013

RECEIVED of \_\_\_\_\_  
the sum of TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00) as a deposit on account of the above Agreement subject to the terms and conditions of sale hereinabove set forth.

\_\_\_\_\_  
Licensed Auctioneer

I hereby acknowledge that I have on September 6, 2013 purchased at the auction of Aaron Posnik & Associates (Auctioneer), a duly licensed auctioneer, for the sum of \_\_\_\_\_ DOLLARS (\$) the property described in the Notice of Sale attached hereto.

I hereby agree to comply with the above Agreement entitled "Memorandum of Sale", as well as any additional terms attached hereto and, having paid as a deposit to bind the bargain the sum of TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00), and agreeing to pay the additional deposit amounts, if any, required by this Agreement, understand that according to this Agreement, I will forfeit said sum to the use of the Seller should I fail to comply with said terms and conditions of sale set forth therein, and will not be relieved by said forfeiture of the obligation to purchase the Premises according to said Agreements.

PURCHASER:

\_\_\_\_\_  
Print Name:  
Address:

**FORECLOSURE DEED**

AFFECTED PREMISES:  
55 Circuit Avenue  
West Springfield, MA

PEOPLE'S UNITED BANK, successor by merger with The Bank of Western Massachusetts (the "Bank"), the present holder of a mortgage from Connecticut Valley Block Co., Inc., also known as The Connecticut Valley Block Company (the "Mortgagor"), dated April 4, 1990 and recorded in the Hampden County Registry of Deeds at Book 7424, Page 511, by the power conferred by said mortgage and every other power,

for consideration paid of \_\_\_\_\_ Dollars

grants to,

the premises conveyed by said mortgage, more particularly described as follows:

Being five (5) parcels of land located in the Town of West Springfield, Hampden County, Massachusetts, further bounded and described as follows:

**PARCEL I.**

A certain parcel of land situated in said West Springfield, lying southerly of Memorial Avenue, and being Parcel 3 shown on a Plan of Circuit Avenue and Adjacent Land, West Springfield, Mass., recorded in Hampden County Registry of Deeds, Book of Plans 19 at Page 99, together with a right of way to Circuit Avenue over Parcel 2 as said right of way and parcel 2 are shown on said Plan.

Being the same premises conveyed to the mortgagors herein by deed of Walter E. Lovelace and Warren E. Lovelace dated August 2, 1946 and recorded as aforesaid in Book 1834 at Page 546. Also see Book of Plans 25, Page 6.

**PARCEL II.**

A certain parcel of land situated in said West Springfield, lying on the southerly side of Bramble Avenue, further bounded and described as follows:

Beginning at a stone bound located at the intersection of the southerly line of Bramble Avenue with the easterly line of the railroad location of Eastern States Agricultural and Industrial Exposition, Inc. and running thence EASTERLY along the southerly line of Bramble Avenue about two hundred twenty-five (225) feet to a stone bound located in said southerly line of Bramble Avenue; thence SOUTHERLY in a straight line about five hundred ten (510) feet to a stone bound located in the easterly line of said railroad location; thence NORTHWESTERLY along said railroad location about five hundred (500) feet to the stone bound at the point of beginning. Containing about 60,000 square feet.

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Excepting from parcel II that portion conveyed by deed dated October 29, 1958 and recorded as aforesaid in Book 2707, Page 290.

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A certain parcel of land situated in said West Springfield, further bounded and described as follows:

Beginning at a point on the easterly side of Circuit Avenue, said point being a distance of 235.60 feet south of the intersection of the easterly line of Circuit Avenue with the southerly line of Memorial Avenue; thence N 56° 42' 17" E along land of Young Real Estate, a distance of 74.59 feet to a point in the southerly line of Bramble Ave.; thence S 22° 03' 43" E along land of Connecticut Valley Block Co., a distance of 85.26 feet to a point in the northerly line of land, now or formerly of the West Side Terminal Company; thence WESTERLY along a curve to the left, having a radius of 511.11 feet along land of West Side Terminal Company, a distance of 22.08 feet to a point; thence S 66° 37' 17" W along land of West Side Terminal Company, a distance of 19.31 feet to a point in the easterly line of Circuit Avenue; thence NORTHWESTERLY along a curve to the right, having a radius of 150.08 feet along the easterly line of Circuit Avenue, a distance of 78.89 feet to the point of beginning.

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Being the same premises conveyed to the mortgagors herein by deed of William W. Young and Marguerite Wescott d/b/a Young Real Estate dated December 28, 1972 and recorded as aforesaid in Book 3763 at Page 331.

PARCEL IV.

Two certain parcels of land situated in said West Springfield, further bounded and described as follows:

PARCEL A:

NORTHERLY: by other land of Connecticut Valley Block Company;

EASTERLY: by other land, now or formerly of West Side Terminal Company;

SOUTHERLY: by Circuit Avenue;

WESTERLY: by Circuit Avenue;

Being all of said PARCEL A as shown on plan made by Durkee, White, Towne & Chapdelaine, Drawing #77-3752, sheet 10, dated October 26, 1973, containing 21,440 square feet, recorded as aforesaid in Book of Plans 149 at Page 24.

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NORTHERLY: by land, now or formerly of the Eastern States Exposition;

EASTERLY: by Circuit Avenue;

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Being all of said Parcel B as shown on the above referenced plan, containing 6,786 square feet.

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A certain parcel of land situated in said West Springfield as shown on a plan entitled "Plan of Land in the Town of West Springfield-Mass. Hampden County Owned by Eastern States Exposition, Durkee, White, Towne & Chapdelaine, Civil Engineers and Land Surveyors, 356 Front Street - Chicopee, Massachusetts" dated July 29, 1974, Scale 1"=100', recorded as aforesaid in Book of Plans 156 at Page 34, further bounded and described as follows:

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N. 75° 58' 17" E. thirty-five and 59/100 (35.59) feet, and running thence

SOUTHEASTERLY: on said Circuit Avenue in a curved line, having a radius Of four hundred one and 11/100 (401.11) feet, an arc distance of four hundred four and 76/100 (404.76) feet; thence

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N. 05° 00' 00" W. one hundred twenty and 00/100 (120.00) feet; thence

N. 19° 30' 00" W. two hundred and 00/100 (200.00) feet; thence

N. 27° 30' 00" W. three hundred twenty and 00/100 (320.00) feet; thence

N. 43° 00' 00" W. three hundred and 72/100 (300.72) feet; and thence

N. 64° 00' 00" W. one hundred thirty-five and 00/100 (135.00) feet; thence

N. 74° 00' 00" W. three hundred sixty-six and 08/100 (366.08) feet; thence

N. 04° 50' 41" E. fifty-five and 00/100 (55.00) feet to said Circuit Avenue and to the point of beginning.

Containing about 2.2462 acres of land.

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The above described parcels are subject to and include the benefits of the following:

TOGETHER WITH all right, title and interest in and to the fee in Bramble Avenue, subject to the rights of all persons entitled to use the same as a public way;

TOGETHER WITH all right, title and interest of West Side Terminal Company in and to all tracks owned by said company now located on the land described in PARCEL IV and the tracks now owned and maintained by said Company or The Quinnehtuk Company over Memorial Avenue, Bramble venue and Union Street; ;together with the right to maintain, construct, use and operate railroad tracks across, over and upon said Memorial Avenue, Bramble Avenue, Union Street and Agawam Avenue with engines, cars and other vehicles; together with all rights, privileges and obligation of said West Side Terminal

Company arising out of agreements and other documents recorded as aforesaid and relating to said premises and tracks;

TOGETHER WITH a right of way to Circuit Avenue over Parcel Two as shown on a Plan recorded as aforesaid in Book of Plans 19 at Page 99;

TOGETHER WITH AND SUBJECT TO the benefit and burdens of an agreement as to Circuit Avenue by and among Connecticut Valley Realty Company, Trustee and Eastern States Exposition dated December 2, 1940 and recorded as aforesaid in Book 1704 at Page 401, as Circuit Avenue is shown on said Plan 19 Page 99;

TOGETHER WITH AND SUBJECT TO the benefits and burdens of an indenture of easement dated May 13, 1973 and recorded as aforesaid in Book 3797 at Page 245 between Connecticut Valley Block Co. and West Side Terminal Company;

TOGETHER WITH AND SUBJECT TO the benefits and burdens of an easement and right of way dated January 13, 1975 and recorded and recorded as aforesaid in Book 4097 at Page 339 between Connecticut Valley Block Co. and the Eastern States Exposition;

SUBJECT TO sewer and drain rights of the Town of West Springfield and an easement to said town dated August 11, 1925 and December 18, 1978 and recorded as aforesaid respectively in Book 1287 at Page 121 and in Book 4710 at Page 399. Shown in Book of Plans "U" at Page 37 and in Book of Plans 182 at Page 44, respectively;

SUBJECT TO easement and other rights of Turners Falls Power and Electric Company under an instrument dated November 12, 1942 and recorded as aforesaid in Book 1751 at Page 214;

SUBJECT TO dike rights and pole and line rights set forth in an instrument recorded as aforesaid in Book 1062 at Page 600;

SUBJECT TO track rights and liabilities as set forth in an instrument recorded as aforesaid in Book 1053 at Page 1; and

SUBJECT TO RESTRICTIONS OF RECORD.

IN WITNESS WHEREOF, the Bank has caused its corporate seal to be hereto affixed and these presents to be signed, in its name and behalf, this 6<sup>th</sup> day of October, 2013.

People's United Bank, successor by merger with  
The Bank of Western Massachusetts

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By: Kevin M. Bowler  
Title: Vice President

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss

October 6, 2013

On this day, before me, the undersigned notary public, personally appeared Kevin M. Bowler, Vice President of People's United Bank, successor by merger with The Bank of Western Massachusetts, proved to me through satisfactory evidence of identification to be the person whose name is signed hereinabove in my presence and acknowledged to me that he signed the document voluntarily, for its stated purpose and with authority on behalf of People's United Bank as aforesaid.

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, Notary Public  
My commission expires: