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**BIDDER’S INFORMATIONAL PACKAGE
18 WANDERING MEADOWS LANE
WILBRAHAM, 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 Linda R. Lata, also known as Linda R. Schwartz (the "Mortgagor") to Hampden Bank (the "Mortgagee") dated May 30, 2003 and recorded in the Hampden County Registry of Deeds in Book 13239, Page 250, 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 **Tuesday, September 17, 2013, at 11:00 A.M.**, on the mortgaged premises below described, being known and numbered as 18 Wandering Meadows Lane, Wilbraham, Massachusetts, more particularly described as follows:

The land with building thereon, located in the Town of Wilbraham, Hampden County, Massachusetts bounded and described as follows:

Lot Number 11, as shown on plan entitled "Flexible Subdivision-Wandering Meadows Estates" recorded in the Hampden County Registry of Deeds at Book of Plans 322, Page 63/64.

Subject to an Order of Conditions issued by the Town of Wilbraham Conservation Commission and recorded in the Hampden County Registry of Deeds at Book 11878, Page 404.

Subject to restrictions contained herein and on the final site plan entitled "Flexible Subdivision-Wandering Meadows Estates" which is recorded at Book of Plans 322, Page 63/64 as aforesaid. These premises contain Bordering Vegetated Wetlands (as defined in 310 CMR 10.55(2) and 314 CMR 9.02 and as shown on said plan, any alteration of which, not permitted under the Final Order of Conditions (DEP) Wetland File No. 341-237, issued April 23, 2001), is hereby prohibited in perpetuity. Activities, as defined at 310 CMR 10.04, not permitted within the demarcated Bordering Vegetated Wetlands include, but are not limited to, the placement of fill, placement of rubbish, garbage or debris; mechanical mowing; cutting or other disturbance of indigenous plant species; landscaping, placement of structures, pilings or impervious surfaces; any alteration of substrate; any other activity which would temporarily or permanently alter the Bordering Vegetated Wetlands. This restriction shall continue in perpetuity, applying to all subsequent owners and assigns, and shall not terminate upon issuance, pursuant to 310 CMR 10.05(9), of a certificate of Compliance.

Subject to the Declaration of Restrictive Covenants for Wandering Meadows Estates, dated September 24, 2001 and recorded with the Hampden County Registry of Deeds on September 24, 2001 at Book 11878, Page 459.

Subject to Subdivision Covenants in Lieu of Bond, dated September 24, 2001 and recorded with the Hampden County Registry of Deeds on September 24, 2001 at Book 11878, Page 452.

Subject to Conveyance of Easement Rights in Streets and Subordination and Consent, dated September 24, 2001 and recorded with the Hampden County Registry of Deeds on September 24, 2001 at Book 11878, Page 449.

Subject to an easement for an overhead and underground electric distribution system to Massachusetts Electric Company dated December 17, 2001 and recorded in the Hampden County Registry of Deeds in Book 12083, Page 329.

Subject to restrictions contained in Subdivision Plan entitled "Flexible Subdivision - Wandering Meadows Estates" recorded in the Hampden County Registry of Deeds at Book of Plans 322, Page 63/64.

Being the same premises conveyed to the Mortgagor herein by deed of Chilson Road, LLC dated August 29, 2002 and recorded at Book 12531, page 541 in the Hampden County Registry of Deeds.

The above premises will be sold subject to and/or with the benefit of any and all restrictions, easements, improvements, covenants, outstanding tax titles, municipal or other public taxes, assessments, liens, mortgages or claims in the nature of liens, and existing encumbrances of record superior to the Mortgage, if any.

Said premises will also be sold subject to all 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 TEN THOUSAND (\$10,000.00) 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 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.

HAMPDEN 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

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MEMORANDUM OF SALE

1. The land and buildings thereon known and numbered as 18 Wandering Meadows Lane, Wilbraham, Massachusetts, as more particularly described in the Mortgage to Hampden Bank (the "Seller") from Linda R. Lata, also known as Linda R. Schwartz (the "Mortgagor") dated May 30, 2003 and recorded in the Hampden County Registry of Deeds in Book 13239, Page 250 shall be sold pursuant to the terms contained herein to the undersigned (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 in writing, 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 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, rights of parties in possession, tenants, building codes, zoning ordinances, Court Orders, orders of conditions, town or other governmental requirements and G.L.c. 21E, and all other claims in the nature of liens having priority over the Mortgage, covenants running with the land and affirmative obligations, 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.

2. The purchase price of _____ DOLLARS (\$ _____), plus a five percent (5.0%) purchaser's premium of \$_____, is to be paid by the Purchaser in cash or by certified bank check(s) to the order of Hampden Bank within 30 days of the date of this Agreement.

3. The delivery of a deposit of TEN THOUSAND and 00/100 DOLLARS (\$10,000.00) which has been made to bind this purchase (and which shall be increased within 5 business days to 10% of the purchase price), 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 Buyer shall not be adjusted to reflect any such interest.

4. 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 the 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.

5. 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.

6. 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.

7. The Purchaser shall be responsible for all closing costs, including, but not necessarily limited to, all attorneys' fees, Massachusetts deed excise stamps and all recording fees, taxes and other adjustments.

8. If the Buyer shall fail to fulfill the Buyer's agreements herein all deposits made hereunder by the Buyer shall be retained by the Seller and the Buyer shall reimburse the Seller for all costs and expenses of the Seller in excess of the amount of the deposit, including all advertising costs, publications costs, attorneys' and auctioneers' fees and costs.

9. 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.

10. 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.

11. 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:

Hampden Bank
By: Robert Michel
Title: Senior Vice President

Date: September 17, 2013

RECEIVED of _____
of the sum of TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00) 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 17, 2013 purchased at the auction of Aaron Posnik and Associates (Auctioneer), a duly licensed auctioneer, for the sum of _____ DOLLARS (\$ _____), plus a five percent (5.0%) purchaser's premium of \$ _____, 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 TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00), understand that according to said Agreements I shall increase the deposit to 10% of the purchase price within 5 business days hereof (in no event shall the deposit be reduced) and that 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:

FORECLOSURE DEED

AFFECTED PREMISES:
18 Wandering Meadows Lane
Wilbraham, Massachusetts

Hampden Bank of Springfield, Hampden County, Massachusetts, the present holder of a mortgage from Linda R. Lata, also known as Linda R. Schwartz (collectively, the "Mortgagor") to Hampden Bank (the "Mortgagee") dated May 30, 2003 and recorded in the Hampden County Registry of Deeds in Book 13239, Page 250, by the power conferred by said mortgage and every other power,

For consideration paid of _____ Dollars

(\$ _____) grants to,

the premises conveyed by said mortgage:

The land with building thereon, located in the Town of Wilbraham, Hampden County, Massachusetts bounded and described as follows:

Lot Number 11, as shown on plan entitled "Flexible Subdivision-Wandering Meadows Estates" recorded in the Hampden County Registry of Deeds at Book of Plans 322, Page 63/64.

Subject to an Order of Conditions issued by the Town of Wilbraham Conservation Commission and recorded in the Hampden County Registry of Deeds at Book 11878, Page 404.

Subject to restrictions contained herein and on the final site plan entitled "Flexible Subdivision-Wandering Meadows Estates" which is recorded at Book of Plans 322, Page 63/64 as aforesaid. These premises contain Bordering Vegetated Wetlands (as defined in 310 CMR 10.55(2) and 314 CMR 9.02 and as shown on said plan, any alteration of which, not permitted under the Final Order of Conditions (DEP) Wetland File No. 341-237, issued April 23, 2001), is hereby prohibited in perpetuity. Activities, as defined at 310 CMR 10.04, not permitted within the demarcated Bordering Vegetated Wetlands include, but are not limited to, the placement of fill, placement of rubbish, garbage or debris; mechanical mowing; cutting or other disturbance of indigenous plant species; landscaping, placement of structures, pilings or impervious surfaces; any alteration of substrate; any other activity which would temporarily or permanently alter the Bordering Vegetated Wetlands. This restriction shall continue in perpetuity, applying to all subsequent owners and assigns, and shall not terminate upon issuance, pursuant to 310 CMR 10.05(9), of a certificate of Compliance.

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Subject to restrictions contained in Subdivision Plan entitled "Flexible Subdivision - Wandering Meadows Estates" recorded in the Hampden County Registry of Deeds at Book of Plans 322, Page 63/64.

Being the same premises conveyed to the Mortgagor herein by deed of Chilson Road, LLC dated August 29, 2002 and recorded at Book 12531, page 541 in the Hampden County Registry of Deeds.

Subject to restrictions of record if any are still in force and effect.

Subject to leases and tenancies of occupants in possession, if any there be.

IN WITNESS WHEREOF, Hampden bank has caused its corporate seal to be hereto affixed and these presents to be signed, in its name and behalf this 17th day of October, 2013.

Hampden Bank

By: Robert Michel
Title: Senior Vice President

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss

October 17, 2013

On this day, before me, the undersigned notary public, personally appeared Robert Michel, Senior Vice President of Hampden Bank, 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 Hampden Bank.

, Notary Public
My commission expires: