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BIDDER'S INFORMATIONAL PACKAGE 281 STATE STREET SPRINGFIELD, 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 WESTERN MASS DEVELOPMENT COLLABORATIVE, INC., a Massachusetts corporation, to UNITED BANK, dated December 29, 2009, recorded at Hampden County Registry of Deeds in Book 18134, Page 15, 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 **2:00 p.m., on Monday, the 30th day of September, 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:

281 STATE STREET, SPRINGFIELD, MA 01103

Certain real estate situated in Springfield, Hampden County, Massachusetts, bounded and described as follows:

Beginning on the Southerly side of State Street at a point distant sixty-two and one-half (62½) feet Westerly from School Street, and running thence

SOUTHERLY by land formerly of the heirs of Walter H. Bowdoin, now or lately of one Mayes, one hundred nine and 85/100 (109.85) feet to land now or formerly of one Moore; thence

WESTERLY on land now or formerly of said Moore fifteen and 02/100 (15.02) feet; thence

SOUTHERLY on land now or formerly of said Moore and lands now or formerly of one Beebe to a narrow strip of land formerly of Oliver B. Morris, afterwards of Robert O. Morris, lying between the granted premises and Temple Street, being the next described parcel; thence

WESTERLY on said narrow strip to land of one Young by former name, now Alexander; and thence

NORTHERLY on said Alexander to State Street; and

EASTERLY on said State Street to the place of beginning.

Also another certain parcel of real estate situated in said Springfield, bounded and described as follows: Bounded

SOUTHERLY by Temple Street, about eighty-one and 84/100 (81.84) feet;

WESTERLY by land now or formerly of Elisha Morgan, supposed to be now of Harold H. Jenson et al about one and 92/100 (1.92) feet;

NORTHERLY by land now or formerly of Sarah L. Meekins, now supposed to be of Hills, Inc., being the premises above described, about eighty-one and 75/100 (81.75) feet; and

EASTERLY by land now or formerly of Carrie F. Beebe, now supposed to be of Caroline M. Mansfield, about 15/100 (0.15) feet.

Subject to notice dated December 28, 1960, and recorded in Hampden County Registry of Deeds in Book 2786, Page 9.

BOTH PARCELS being the same premises conveyed to the Mortgagor herein by deed recorded herewith.

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.

Fifteen Thousand Dollars (\$15,000) ("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 Five (5) business days of the sale. The balance to be paid in cash or by certified check within Twenty (20) business 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

Fifteen Thousand Dollars (\$15,000) (“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 **281 STATE STREET, SPRINGFIELD, MASSACHUSETTS 01103**, 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.

Fifteen Thousand Dollars (\$15,000) ("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 five (5) business days of the sale. The Buyer agrees to pay the balance of said purchase price shown below within twenty (20) business 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, AARON POSNIK & CO. INC., 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 \$ 15,000.00

Add'l. Deposit \$ _____ by 10/7/13 (combined total 10%)

Balance Due \$ _____ by 10/28/13

+5% Buyer's Premium _____

UNITED BANK

BY: _____

DATED: _____

Office of the Collector of Taxes
(413) 787-6115



Certificate No. 524
Issuance Date: 09/05/2013
10:14:46

Municipal Lien Certificate
City of Springfield
Commonwealth of Massachusetts

Requested By
DOHERTY & WALLACE
1 MONARCH PLACE
SPRINGFIELD, MA 01103

I hereby 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 08/29/2013 are listed below

PAYMENTS MADE ON ISSUANCE DATE MAY NOT BE REFLECTED HERE

DESCRIPTION OF PROPERTY			
Location: 281 STATE ST	Deed Date: 12/29/2009		
Parcel ID: 111100604	Book/Page: 18134/12	Impr Value:	
Owner: WESTERN MASS DEVELOPMENT COLLABORATIVE INC	Land Area: 22,744 SF	Land Use:	
123 PARK AVE	Land Value: 77,800	Exemptions:	
WEST SPRINGFIELD MA 01095	Build Value:	Taxable Value:	77,800

REAL ESTATE BILLS

YEAR 2014 CHARGES		YEAR 2013 CHARGES		YEAR 2012 CHARGES	
COMMERCIAL REAL ESTATE TAX	2305.67	COMMERCIAL REAL ESTATE TAX	****	COMMERCIAL REAL ESTATE TAX	****

TOTAL BILLED			TOTAL BILLED			TOTAL BILLED		
Issue Date	Billed	Balance	Issue Date	Billed	Balance	Issue Date	Billed	Balance
1 07/01/2013	1152.84	1152.84	1 00/00/0000	0.00	0.00	1 00/00/0000	0.00	0.00
2 10/01/2013	1152.83	1152.83	2 00/00/0000	0.00	0.00	2 00/00/0000	0.00	0.00
3 01/01/2014	0.00	0.00	3 00/00/0000	0.00	0.00	3 00/00/0000	0.00	0.00
4 04/01/2014	0.00	0.00	4 00/00/0000	0.00	0.00	4 00/00/0000	0.00	0.00
Charges/Fees		0.00	Charges/Fees		0.00	Charges/Fees		0.00
Abatements/Exemptions		0.00	Abatements/Exemptions		0.00	Abatements/Exemptions		0.00
Payments/Credits		0.00	Payments/Credits		0.00	Payments/Credits		0.00
Interest to 09/05/2013		15.48	Interest to 09/05/2013		0.00	Interest to 09/05/2013		0.00
BALANCE DUE		1168.32	BALANCE DUE		****	BALANCE DUE		****

*Please note: The quarterly amounts billed may reflect Charges/Fees and Abatements/Exemptions.

*Please contact the Water/Sewer Commission at 787-6060 for current water and sewer charges.

NOTE: Outstanding balance for Trash Bills, Code Violations, and/or Prior Year RE Bills in the amount of \$0.00

**** - PARCEL IS EITHER IN TAX TITLE OR NO BILL EXISTS - CALL COLLECTORS IMMEDIATELY AT 413-787-6115.

***PLEASE CALL THE REVENUE SERVICE #1-866-604-7216

CITY ORDINANCE VIOLATIONS-ENCLOSED IS THE BILL
#11-19542 \$25.00

CITATIONS-ENCLOSED ARE THE BILLS
#A101215 \$100.00, #V35453 \$50.00

ANY QUESTIONS, PLEASE CALL THE CLERKS OFFICE

Stephen Lonergan
Treasurer Collector
For the City of Springfield

City of Springfield - Code Violations

9/5/2013

Violation#	11	19542	Violation Date	1/31/2011	Dept	POL	Complaint #	
Location	281	STATE	ST		Parcel-ID			
Offender Name1	WESTERN MASS DEVELOPMENT							
Offender Address1	281 STATE ST		Offender Address2	SPRINGFIELD MA 01103				
Offense1	7.18.110		Offense Desc:					
Fine Amount \$	25		Paid Amount \$				Date of Letter	
Total Fine	\$25.00		Total Paid					

Account Report (02011049)

Vehicle

License VIN Year Make Model Color

Registered Owner

Name Address

Citation Issue Date Officer ID Location

Violation

Date	Description	Amount
11/26/12	Fourth false alarm	\$100.00
Amount Due		\$100.00

ACCOUNT SUMMARY			
Open Violations	1		
Closed Violations	0		
Total Violations	1	Account Balance	\$100.00

Account Report (02033038)

Vehicle

License VIN Year Make Model Color

Registered Owner

Name DEVELOPMENT COLLABORATIVE, Address 123 PARK AVE; WEST SPRINGFIELD, MA 01089

Citation **V35453** Issue Date 1/2/13 09:07 Officer ID 072678 Location 281 STATE ST

Violation 7.24 Snow/ice violations

Date	Description	Amount
01/02/13	Snow/ice violations	\$50.00
Amount Due		\$50.00

ACCOUNT SUMMARY			
Open Violations	1		
Closed Violations	0		
Total Violations	1	Account Balance	\$50.00