

BIDDER'S INFORMATIONAL PACKAGE

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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 (the "Mortgage") given by Gene J. Demski to The Bank of Western Massachusetts dated December 5, 2007 and recorded with the Hampden County Registry of Deeds in Book 17058, Page 507, of which Mortgage the undersigned (the "Mortgage Holder"), as successor by merger to The Bank of Western Massachusetts, 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 12:00 noon on October 10, 2013 at the mortgaged premises, being known as 182 Exchange Street, Chicopee, Massachusetts, all and singular the premises described in said Mortgage (the "Premises"),

To wit:

"The land in Chicopee, Hampden County, Massachusetts.

That certain track of land with the buildings thereon, situated in said Chicopee and bounded and described as follows, viz: Beginning at the corner of Exchange and Perkins Streets, and bounded northerly by said Exchange Street; Easterly by said Perkins Street, Southerly by land of the St. Joseph's Temperance Society, and westerly by land formerly of one McDonnell.

Being the same premises conveyed to the Mortgagor herein by Deed of Josephine M. Kasza et al dated 9-19-1991 and recorded in the Hampden County Registry of Deeds in Book 7811, Page 179."

The Premises will be sold subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, outstanding tax titles, rights of tenants and parties in possession, unpaid taxes, municipal liens and other public taxes, assessments or liens and existing encumbrances having priority over the Mortgage, if any.

TERMS OF SALE: A deposit of Five Thousand Dollars (\$5,000) will be required to be paid in cash or by certified or bank check by the successful bidder at the time and place of the sale. An additional deposit amount will be required to be paid by certified or bank check by the successful bidder within five (5) business days from the date of the sale in an amount that increases the total deposit to not less than ten percent (10%) of the successful bid amount. The balance of the successful bid amount, plus a Buyer's Premium equal to five percent (5%) of the successful bid amount, is to be paid by certified or bank check within thirty (30) days from the date of the sale, and the deed for the Premises shall be delivered contemporaneously with such payment.

The Mortgage Holder reserves the right to postpone or adjourn this sale to a later time or date by public proclamation at the time and date appointed for the sale and to further postpone or adjourn any postponed or adjourned sale by public proclamation at the time and date appointed for the postponed or adjourned sale.

The successful bidder at the sale will be required to sign a Memorandum of Sale containing the above terms, and other announced terms, at the sale.

The description for the Premises contained in the Mortgage shall control in the event of a typographical error in this notice.

Other terms to be announced at the sale.

PEOPLE'S UNITED BANK
Present Holder of said Mortgage

By: _____

Its Attorney
Peter W. Shrair, Esq.
Cooley, Shrair P.C.
1380 Main Street, 5th Floor
Springfield, MA 01103

ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions shall apply to the sale of the premises as described in the sale notice of People's United Bank (the "Mortgage Holder") that has just been read to you:

1. The successful bidder will be required to execute in duplicate a Memorandum of Sale upon acceptance of the bid. Copies of the Memorandum of Sale are here for anyone to inspect prior to the bidding.
2. The premises will be sold to the highest bidder who will be required to make the required deposit prior to signing the Memorandum of Sale.
3. If the successful bidder fails to pay the required deposit and sign the Memorandum of Sale and any other required document or if, after paying the deposit and signing the required documents, fails to perform its obligations thereunder, any deposit made, including any additional deposit made after today, shall be forfeited to the use of the Mortgage Holder. Such forfeiture shall not release the successful bidder from any of its obligations. The Mortgage Holder also reserves the right to convey the premises to the second highest bidder, at its last highest bid, under the same terms and conditions as are being offered at today's auction, and without further notice by publication or otherwise. Such second highest bidder will have five (5) days after notification by the Mortgage Holder to make the required deposit and sign the Memorandum of Sale and any other required documents.
4. No items of personal property are included in this sale, and the premises are being sold in "AS IS" condition, subject to all known and unknown defects, and subject to all applicable laws.
5. No representations or warranties of any kind whatsoever are made by or on behalf of the Mortgage Holder with respect the premises, including, without limitation, any warranty or representation as to (a) condition, construction, or fitness for habitation, (b) the presence or absence of asbestos, urea formaldehyde, lead paint, radon gas, oil or other hazardous materials,

or aboveground or underground storage tanks, (c) compliance or non-compliance with any law, including, without limitation, any federal, state or local law relating to environmental, zoning, building or occupancy matters, or (d) zoning, state of title, utilities, tenants or occupants, or other matters.

6. The successful bidder shall be responsible for complying with all laws applicable to any on site sewage disposal system, including, without limitation, Title V of the State Environmental Code, and is specifically hereby notified of, and shall be responsible for complying with, the inspection and upgrade requirements contained in Sections 15.300 through 15.305 of Volume 310 of the Code of Massachusetts Regulations, if applicable.

7. A municipal lien certificate has been obtained from city collector's office, and copies are available for inspection prior to the bidding. Based on the certificate and a discussion with the city collector's office, the following amounts appear due and owing to the City of Chicopee with respect to the premises:

Real estate taxes, interest and other charges for the first half of fiscal year 2014 (due 1/13/2014)	\$760.72
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No representations or warranties are made by or on behalf of the Mortgage Holder as to the accuracy, completeness or usefulness of the foregoing or as to the extent to which such amounts constitute a lien against the premises. All municipal taxes and other municipal charges, together with all interest, fees and costs relating thereto through the date of payment, shall be the responsibility of the successful bidder.

8. The premises are also being sold subject to a utility easement to the City of Chicopee Municipal Lighting Plant dated November 25, 1991 and recorded with the Hampden County Registry of Deeds in Book 7868, Page 387, to the extent presently applicable and in effect against the premises and having priority over the mortgage being foreclosed upon today.

9. This sale includes a 5% Buyer's Premium, which means the successful bidder, other than the Mortgage Holder or its affiliate, will be responsible for paying, in addition to the amount bid, a Buyer's Premium amount equal to 5% of such bid amount.

10. The Mortgage Holder, or its affiliate, may bid at this sale, and if either is the successful bidder, neither shall be required to pay any deposit. The Mortgage Holder may at any time, and from time-to-time, even after the commencement of bidding, adjourn this sale to a later time or date by public proclamation.
11. All information as shown in the Auctioneer's circulars or published advertisements for this sale has been compiled for the convenience and assistance of the successful bidder, and while the information is assumed to be reasonably correct, it is not guaranteed or warranted by the Auctioneer or the Mortgage Holder or any of their representatives.
12. From and after this date, the successful bidder shall have the sole risk of loss and the Mortgage Holder shall have no responsibility for maintaining insurance on the premises. In the event the premises are hereafter damaged by fire or other casualty, the successful bidder shall remain obligated to consummate the sale without any reduction in the purchase price.
13. In the event the Mortgage Holder cannot convey title to the premises as stipulated, the deposit, including any additional deposit thereafter made, shall be refunded and all rights under the Memorandum of Sale shall cease and the successful bidder shall have no recourse against the Mortgage Holder or its employees, agents or representatives, whether at law or in equity.
14. The premises will be conveyed by the usual statutory form foreclosure deed under the statutory power of sale, such deed to be delivered contemporaneously with the Mortgage Holder's timely receipt of full payment pursuant to the Memorandum of Sale. No adjustments of any kind shall be made to the purchase price. The successful bidder will be responsible for its own closing costs and all Massachusetts document tax stamps and recording fees applicable to the purchase of the premises. The acceptance of the Mortgage Holder's foreclosure deed by the successful bidder, or any successor in interest, shall be deemed to be a full performance and discharge of all obligations of the Mortgage Holder to the successful bidder, and any successor in interest, in connection with this sale.

15. The successful bidder will be required to sign this document when signing the Memorandum of Sale and, by doing so, the successful bidder will be acknowledging that the successful bidder agrees to the foregoing terms and conditions.

Successful Bidder's signature

State Tax Form 290
Certificate: 922
Issuance Date: 09/09/2013

MUNICIPAL LIEN CERTIFICATE
CITY OF CHICOPEE
COMMONWEALTH OF MASSACHUSETTS

Requested by ATTYS. COOLEY & SHRAIR
1380 MAIN ST - 5TH FL
SPRINGFIELD, MA 01103

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 09/05/2013 are listed below.

DESCRIPTION OF PROPERTY

Parcel ID: 0096-00008

EXCHANGE ST
CITY OF CHICOPEE

DEMSKI GENE J
200 EXCHANGE ST
CHICOPEE

MA 01013-1241

Land area : 0.19 AC
Land Value : 51,400
Impr Value : 0
Land Use : 0
Exemptions : 0
Taxable Value: 51,400

Deed date: 09/19/1991 Book/Page: 7811/00179
Class: 390-DEVELOPABLE LAND-GENERAL

FISCAL YEAR	2013	2012	2011
DESCRIPTION			
COMMERCIAL RE TAX	\$1,613.96	\$1,584.66	\$1,557.42
Charges/Fees	\$.00	\$15.00	\$.00
Abatements/Exemptions	\$.00	\$.00	\$.00
Payments/Credits	-\$1,613.96	-\$1,599.66	-\$1,557.42
Interest to 10/10/2013	\$.00	\$.00	\$.00
TOTAL BALANCE DUE:	\$.00	\$.00	\$.00


NOTE: F/Y 2013 TAXES 1ST HALF DUE 12/19/2012
2ND HALF DUE 05/01/2013

CALL THE UTILITY AND ELECTRIC LIGHT DEPTS. FOR FINAL READINGS

All utility payments to be paid to the Collector.

Electric: NONE

Electric payments to be paid to the Chicopee Electric Light.


CAROLE J. HARMS
CITY COLLECTOR

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE