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**1026 BAY 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 AUCHY ENTERPRISES, INC., a Massachusetts corporation, to THE BANK OF WESTERN MASSACHUSETTS, and now held by PEOPLE'S UNITED BANK by merger, dated May 22, 2003, recorded at Hampden County Registry of the Land Court, Certificate of Title No. 21737, Doc. #150489, 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 **1:00 p.m., on Thursday, the 17<sup>th</sup> day of October, 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:

### 1026 BAY STREET, SPRINGFIELD, MA 01109

That certain parcel of land situate in Springfield in the County of Hampden and the Commonwealth of Massachusetts, bounded and described as follows:

- Southerly by Bay Street three hundred nine and 14/100 (309.14.) feet;  
Westerly by Lot 10A as shown on plan hereinafter mentioned one hundred forty-nine and 42/100 (149.42) feet;  
Northerly by land now or formerly of the Boston & Albany Railroad Company three hundred sixteen and 11/100 (316.11) feet; and  
Easterly by Lot 14A, as shown on said plan two hundred six and 27/100 (206.27) feet.

Said land is shown as Lot 11A on said plan.

All of said boundaries are determined by the Court to be located as shown upon subdivision plan numbered 18539-G, sheet 2, drawn by C.E. Anderson Associates, Civil Engineers, dated June 1958, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed with Certificate of Title No. 9586.

The land hereby registered is subject to the right to slope as set forth in three grants to the City of Springfield, two affecting land on Bay Road, one made by Edmund Fitzgerald et al, dated July 26, 1910, duly recorded in Book 801, Page

355, and the other made by Adelaide G. Smith, dated May 17, 1970, duly recorded in Book 801, Page 354, and one affecting land on Roosevelt Avenue made by Patrick Fitzgerald et al, dated May 22, 1929, duly recorded in Book 1463, Page 179.

Being the same premises conveyed to W. Lee Costigan Co., Inc., n/k/a Auchy Enterprises, Inc. by deed dated April 11, 1985 and recorded in the Hampden County Registry District of Land Court as Document No. 71865 in Certificate of Title No. 21737.

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 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.

Peoples United Bank, Successor by Merger  
To The Bank of Western Massachusetts,

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 PEOPLE'S UNITED BANK, Successor by Merger to THE BANK OF WESTERN MASSACHUSETTS, ("Seller or Mortgagee") as earnest money to be applied to the purchase price of real estate located at **1026 BAY STREET, SPRINGFIELD, MASSACHUSETTS 01109**, sold this day under a power of sale contained in a mortgage given to THE BANK OF WESTERN MASSACHUSETTS, 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 PEOPLE'S UNITED BANK, Successor by Merger to THE BANK OF WESTERN MASSACHUSETTS ("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.

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 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 PEOPLE'S 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, PEOPLE'S UNITED BANK Successor 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 Doherty, Wallace, Pillsbury and Murphy, P.C. as attorneys for PEOPLE'S UNITED BANK, 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. 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: \_\_\_\_\_

**Premises: 1026 Bay St., Springfield**

Buyer's Bid \_\_\_\_\_

Initial Deposit \$ 10,000.00

Add'l. Deposit \$ \_\_\_\_\_ by 10/24/13 (combined total 10%)

Balance Due \$ \_\_\_\_\_ by 11/14/13

+5% Buyer's Premium \_\_\_\_\_

PEOPLE'S UNITED BANK,  
Successor by Merger to  
THE BANK OF WESTERN  
MASSACHUSETTS,

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

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

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

Certificate No. 642  
Issuance Date: 09/20/2013  
11:56:54



**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 09/13/2013 are listed below

**PAYMENTS MADE ON ISSUANCE DATE MAY NOT BE REFLECTED HERE**

DESCRIPTION OF PROPERTY			
Location: 1026 BAY ST	Deed Date: 01/14/2004		
Parcel ID: 010850120	Book/Page:	Impr Value:	
Owner: AUCHY ROBERT B 107 SILVER LAKE DR AGAWAM MA 01001	Land Area: 56,812 SF	Land Use:	
	Land Value: 62,800	Exemptions:	
	Build Value: 172,700	Taxable Value:	235,500

**REAL ESTATE BILLS**

YEAR 2014 CHARGES		YEAR 2013 CHARGES		YEAR 2012 CHARGES	
COMMERCIAL REAL ESTATE TAX	4589.90	COMMERCIAL REAL ESTATE TAX	9179.79	COMMERCIAL REAL ESTATE TAX	9417.65

TOTAL BILLED			TOTAL BILLED			TOTAL BILLED		
Issue Date	Billed	Balance	Issue Date	Billed	Balance	Issue Date	Billed	Balance
1 07/01/2013	2294.95	0.00	1 07/01/2012	2369.42	0.00	1 07/11/2011	3006.54	0.00
2 10/01/2013	2294.95	2294.95	2 10/01/2012	2354.41	0.00	2 10/01/2011	3006.53	0.00
3 01/01/2014	0.00	0.00	3 01/01/2013	2235.48	0.00	3 01/01/2012	1702.29	0.00
4 04/01/2014	0.00	0.00	4 04/01/2013	2235.48	0.00	4 04/01/2012	1702.29	0.00
Charges/Fees		0.00	Charges/Fees		15.00	Charges/Fees		0.00
Abatements/Exemptions		0.00	Abatements/Exemptions		0.00	Abatements/Exemptions		0.00
Payments/Credits		2294.95	Payments/Credits		9194.79	Payments/Credits		9417.65
Interest to 09/20/2013		0.00	Interest to 09/20/2013		0.00	Interest to 09/20/2013		0.00
<b>BALANCE DUE</b>		<b>0.00</b>	<b>BALANCE DUE</b>		<b>0.00</b>	<b>BALANCE DUE</b>		<b>0.00</b>

\*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

Stephen Lonergan  
Treasurer Collector  
For the City of Springfield