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## **BIDDER'S INFORMATIONAL PACKAGE**

### **104 MUNSING RIDGE GRANBY, 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 JEFFREY JOHN PICARD a/k/a JEFFREY J. PICARD and JENNIFER F. PICARD to UNITED BANK, dated July 26, 2006, recorded at Hampshire County Registry of Deeds in Book 8810, Page 317, 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 **11:00 a.m., on Thursday, the 14<sup>th</sup> day of November, 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:

### **104 MUNSING RIDGE (LOT #12), GRANBY, MA 01033**

A certain parcel of land situated on the northerly side of Carver Street (a/k/a Turkey Hill Road), Granby, Hampshire County, Massachusetts, being known and designated as Lot 12 on a Plan of Land entitled "Definitive Subdivision Munsing Estates Granby, Massachusetts surveyed for Lussier Building & Development Corporation" dated June 20, 2003 and recorded with the Hampshire County Registry of Deeds in Plan Book 197, Page 18.

BEING the same premises conveyed to the mortgagors herein by deed of Munsing Land Corporation recorded in the Hampshire County Registry of Deeds in Book 8588, Page 123 (see also Book 8858 Page 124).

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 twenty (20) business 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

Ten Thousand Dollars (\$10,000) received from Buyer by UNITED BANK, as earnest money to be applied to the purchase price of real estate located at **104 MUNSING RIDGE, GRANBY, MASSACHUSETTS 01033**, 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; UNITED BANK has no knowledge as to the condition of the premises and makes no representations or warranties relating to the premises, and the Buyer agrees to take 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).

Buyer acknowledges that Seller has advised Buyer that the Premises may contain lead paint and that whenever a child under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner is required by law to remove or

encapsulate said paint, plaster or other material so as to make it inaccessible to a child under six years of age. Consumption of lead is poisonous and may cause serious personal injury. Whenever such residential premises containing dangerous levels of lead undergoes a change of ownership and, as a result, a child under six years of age will become a resident, the new owner is required by law to comply with the Massachusetts lead paint laws. The Buyer, by signing this Agreement, acknowledges the receipt of the attached Lead Paint Rider.

It shall be the obligation of the Buyer to install smoke detectors and to obtain smoke detector certificates pursuant to M.G.L. Chapter 148, Section 26E.

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, 1414 Main Street, Springfield, Massachusetts. If said balance is not paid within twenty (20) days, as herein provided, said earnest money shall be forfeited and become the property of the UNITED BANK.

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 twenty (20) 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.

If at the time for closing, the bank, as seller, is unable to convey title, 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, 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 shall also pay directly to the auctioneer, AARON POSNIK & CO., INC, a buyer's premium equal to Five percent (5%) of the purchase price.

\_\_\_\_\_  
BUYER SIGNATURE

NAME: \_\_\_\_\_

ADDR: \_\_\_\_\_

\_\_\_\_\_  
TEL: \_\_\_\_\_

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

Earnest Money \$ 10,000

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

Balance Due \$ \_\_\_\_\_ (by 12/12/13)

UNITED BANK,

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

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

**MUNICIPAL LIEN CERTIFICATE**  
**THE COMMONWEALTH OF MASSACHUSETTS**  
**OFFICE OF THE COLLECTOR OF TAXES**  
**TOWN OF GRANBY**  
**215B WEST STATE ST**  
**GRANBY MA 01033**  
**413-467-7170**

NUMBER: 2014-79

- Quarterly Billing -

Issued: October 22, 2013

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 October 21, 2013 are listed below.

TO:

DOHERTY, WALLACE, PILLSBURY  
AND MURPHY, P.C.  
ONE MONARCH PLACE SUITE 1900  
SPRINGFIELD MA 01144-1900

DESCRIPTION OF PROPERTY			
Parcel Id:	Map 16 Block: 0 B Lot 13- 12		
Location:	104 MUNSING RIDGE		
Acreage:	2.260		
Legal Reference:	8588 123		
Assessed Owner(s):	PICARD JEFFREY JOHN & PICARD JENNIFER F		
Supposed Owner:			

MISCELLANEOUS UNPAIDS		VALUATION DETAIL		TAX/\$1000
Prior 2011	5,967.52	Residential	383,400	@ 0.00
		Open Space	0	@ 0.00
		Commercial	0	@ 0.00
		Industrial	0	@ 0.00
		Exempt	0	@ 0.00
Miscellaneous Unpaid Total	5,967.52 (1.68)	Agr. Credits	0	

BETTERMENT / LIEN DETAIL									
2 0 1 4	Amount	Com Int	2 0 1 3	Amount	Com Int	2 0 1 2	Amount	Com Int	
N/A	0.00	0.00	N/A	0.00	0.00	N/A	0.00	0.00	
N/A	0.00	0.00	N/A	0.00	0.00	N/A	0.00	0.00	
N/A	0.00	0.00	N/A	0.00	0.00	N/A	0.00	0.00	
N/A	0.00	0.00	N/A	0.00	0.00	N/A	0.00	0.00	

ASSESSMENT DETAIL - Quarterly Billing -									
ASSESSMENTS			2 0 1 4		2 0 1 3		2 0 1 2		
Preliminary 1st	Due: 08/01/2013		1,566.19		1,481.46		1,472.16		
Preliminary 2nd	Due: 11/01/2013		1,566.19		1,481.46		1,472.16		
Actual 1st/3rd	Due: 02/01/2014		0.00		1,569.22		1,490.77		
Actual 2nd/4th	Due: 05/01/2014		0.00		1,569.22		1,490.77		
District/Supl/Revised			0.00		0.00		0.00		
Betterment and Liens			0.00		0.00		0.00		
Committed Interest			0.00		0.00		0.00		
Interest	To: 11/01/2013		55.27		297.90		1,552.48		
Charges and Fees			0.00		5.00		5.00		
DEFERRALS									
DEFERRAL			0.00		0.00		0.00		
PAYMENTS									
Preliminary			0.00		0.00		0.00		
Actual			0.00		2,800.00		0.00		
District/Supl/Revised			0.00		0.00		0.00		
Betterments/Liens			0.00		0.00		0.00		
Committed Interest			0.00		0.00		0.00		
Interest Paid			0.00		0.00		0.00		
Charges and Fees			0.00		0.00		0.00		
Abatement/Exemption			0.00		0.00		0.00		
Deferral, Tax Title Transfer			0.00		0.00		0.00		
CURRENT UNPAID TAXES (PER DIEM)			3,187.65 (0.60)		3,604.26 (1.27)		7,483.34 (2.27)		


**TOTAL AMOUNT DUE \$ 14,275.25 (4.14) + MISCELLANEOUS UNPAIDS AS DESCRIBED ABOVE**

**NOTATIONS & COMMENTS**

WELL/SEPTIC

APPORTIONED BETTERMENT ASSESSMENTS NOT YET DUE \$ 0.00 WITH INTEREST TO BE ADDED.

I have no knowledge of any other lien outstanding.

  
KAREN M. STELLATO, Collector of Taxes  
TOWN OF GRANBY