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BIDDER'S INFORMATIONAL PACKAGE 92 LINE STREET EASTHAMPTON, MASSACHUSETTS

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THE FOLLOWING MATERIALS ARE FURNISHED SOLELY FOR INFORMATIONAL PURPOSES. NO WARRANTIES OR REPRESENTATIONS ARE MADE BY EITHER THE MORTGAGE HOLDER, OR THE AUCTION COMPANY AS TO THE ACCURACY, COMPLETENESS OR USEFULNESS OF THESE MATERIALS OR THE INFORMATION CONTAINED THEREIN. PROSPECTIVE PURCHASERS SHOULD MAKE THEIR OWN INVESTIGATIONS AND INSPECTIONS AND DRAW THEIR OWN INDEPENDENT CONCLUSIONS. THESE MATERIALS AND THE INFORMATION CONTAINED THEREIN ARE ALSO SUBJECT TO POSSIBLE CHANGE PRIOR TO OR AT THE TIME OF THE SCHEDULED FORECLOSURE SALE.

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by KEVIN P. DOSTALER to EASTHAMPTON SAVINGS BANK dated October 31, 2005 and recorded in the Hampshire County Registry of Deed in Book 8508, Page 85, of which mortgage the undersigned is the present holder, for breach of the conditions of said mortgage and for the purposes of foreclosing, the same will be sold at public auction at 2:00 p.m. on November 22, 2013, on the mortgaged premises in Easthampton, Hampshire County, Massachusetts, all and singular the premises described in said mortgage, and having an address of 92 Line Street.

To wit:

The land in Easthampton, in the County of Hampshire and Commonwealth of Massachusetts, bounded and described as follows:

Beginning at an iron pin set in the Easterly boundary of Line Street, which iron pin marks the Southwesterly corner of the lot to be conveyed and the Northwesterly corner of Lot 4 on the Plan hereinafter described, and thence running N. 03° 05' 22" E. along said Easterly boundary of Line Street a distance of eighty (80.00) feet to an iron pin marking the Southwesterly corner of Lot 2 as shown on said Plan; thence turning and running N. 82° 35' 03" E. along the Southerly boundary of Lot 2 as shown on said Plan a distance of one hundred ten (110.00) feet to an iron pin; thence turning and running S. 22° 13' 08" E. along (sic) other land now or formerly of Walter Dziubek and Janet Dziubek a distance of one hundred twenty and sixty-eight one-hundredths (120.68) feet to an iron pin; thence turning and running N. 83° 40' 20" W. along the Northerly sideline of Lot 4 as shown on said Plan a distance of one hundred sixty (160.00) feet to the point or place of beginning.

Containing 12,807 square feet of land, more or less.

Being Parcel 3 on Plan of Land prepared for Philip Cohen, Almer Huntley, Jr. & Assoc. dated August 24, 1970 and recorded in Hampshire County Registry of Deeds in Plan Book 75, Page 83.

Being the same premises conveyed to the Grantor herein by deed of Emilio M. Roldan dated December 8, 1987 and recorded in the Hampshire County Registry of Deeds in Book 3101, Page 320. Michelle C. Dostaler died on July 9, 1998.

The mortgagor expressly reserves his rights of Homestead dated November 9, 2004 and recorded in the Hampshire County Registry of Deeds on November 15, 2004 and recorded in Book 8063, page 161, and does not wish to terminate his Homestead by granting the within conveyance notwithstanding his waiver of such homestead of the within mortgage.

The above premises will be sold subject to and/or with the benefit of any and all outstanding municipal taxes, tax titles, assessments, liens, easements, improvements, covenants or encumbrances of record created prior to this mortgage, if any.

Terms of Sale:

FIVE THOUSAND AND 00/100 (\$5,000.00) DOLLARS of the purchase price must be paid in cash, certified check, bank treasurer's or cashier's check at the time and place of the sale by the highest bidder as earnest money to be held at the option of the Mortgagee as liquidated damages for any default by the successful bidder. The balance of the purchase price shall be paid in cash, certified check, bank treasurer's or cashier's check within thirty (30) days after the date of sale and the deed shall be required to sign a Memorandum of Terms of Sale containing the above terms of the auction sale. The purchaser will be responsible for all closing costs, attorney fees, Massachusetts deed excise stamps and all recording fees.

In the event that the successful bidder at the public auction shall default in purchasing the within described property according to the terms of this Notice of Mortgagee's Sale of Real Estate and/or the terms of the Memorandum of Sale executed at the public auction, the Mortgagee reserves the right, at its election, to sell the property by foreclosure deed to the second highest bidder at the public auction provided that (i) said second highest bidder shall deposit with the Mortgagee's attorney, the amount of the required deposit as set forth herein within three (3) business days after written notice to the second highest bidder of the default of the previous highest bidder and (ii) title shall be conveyed to the second highest bidder within twenty (20) days of said written notice. The terms of sale with regard to the foreclosure deed and the consideration paid by the second highest bidder shall be the same as described above. The mortgagee reserves the right to postpone this sale to a later date by public proclamation at the time and date appointed for the sale and to further postpone any adjourned sale date by public proclamation at the time and date appointed for the adjourned sale date. Other terms, if any, to be announced at the time and place of the sale.

EASTHAMPTON SAVINGS BANK
The Present Holder of Said Mortgage

By: _____
David A. Lavenburg, Esq.
Kroll, McNamara, Evans & Delehanty, LLP
65 Memorial Road, Suite 300
West Hartford, CT 06107
(860) 561-7070
Attorneys for the Mortgagee

MEMORANDUM OF SALE

THIS MEMORANDUM OF SALE is made this 22th day of November, 2013 by and among EASTHAMPTON SAVINGS BANK, whose principal address is 241 Northampton Street, Easthampton, MA 01027 (the "Seller"), AARON POSNIK & CO., INC. of 83 State Street, Springfield, MA (the "Auctioneer") and

_____ of _____ (the "Buyer").

1. MORTGAGEE'S SALE AT PUBLIC AUCTION

Pursuant to a public auction conducted on November 22, 2013, by the Auctioneer on behalf of the Seller as foreclosing Mortgagee, in exercise of the Power of Sale contained in a Mortgage and Note from Kevin P. Dostaler to EASTHAMPTON SAVINGS BANK dated October 31, 2005 and recorded in the Hampshire County Registry of Deed in Book 8508, Page 85, the Buyer as the highest bidder agrees to purchase the real and personal property described below (the "Property") in accordance with the terms hereof and those terms contained in the Announcement of Other Terms and Conditions presented herewith.

2. DESCRIPTION OF THE PROPERTY

The Property shall mean the following; namely:

See attached Exhibit A.

3. TRANSFER OF THE PROPERTY

The Property shall be conveyed by the usual mortgagee's deed under the statutory Power of Sale.

The Property shall be conveyed and transferred subject to any outstanding tenancies and/or leases, the rights of parties in possession, and to tax title, municipal taxes and assessments, any outstanding water or sewer bills or liens, the provisions of applicable state and local law, including building codes, zoning ordinances and M.G.L.c.21E.

The total bid price will be set forth as the consideration in the deed to the Property.

4. PRICE AND DEPOSIT

The bid price for which the Property has been sold to the Buyer is

_____ DOLLARS
(\$ _____) of which _____

DOLLARS (\$ _____) has been paid this day in accordance with the terms of the Mortgagee's Notice of Sale, with the balance to be paid by certified check or bank check at the time of delivery of the deed. The Seller shall be entitled to any interest earned on the deposit and the amount to be paid by the Buyer shall not be adjusted to reflect any interest earned on the deposit.

5. CLOSING

The deed and associated papers shall be delivered and the balance of the consideration paid by cash, cashier's check or certified check at the office of Kroll, McNamara, Evans & Delehanty, LLP, 65 Memorial Road, Suite 300, West Hartford, CT on or before ten o'clock (10:00 a.m.) on the thirtieth day following the date hereof, or such other time and place as may be mutually agreed upon by the Seller and the Buyer (the "Closing") and the deed shall be transferred contemporaneously therewith.

6. TITLE

In the event the Seller cannot convey title to the Property as stipulated, the deposit, and if applicable, the balance of the purchase price, shall be refunded and all rights hereunder shall cease, and the Buyer shall have no recourse against the Seller, or its employees, agents and representatives, whether at law or in equity; provided, however, that Buyer shall have the election to accept such title as the Seller can deliver to the Property in its then condition and to pay therefore the purchase price without deduction, in which event the Seller shall convey such title.

7. RISK OF LOSS

Seller shall maintain casualty insurance covering the Property in a reasonable amount as determined in the sole discretion of the Seller. If the Property is damaged by fire or other casualty prior to the Closing, Buyer shall accept a deed to the Property and an assignment of so much of the insurance proceeds as has not been used in the restoration of the Property prior to the Closing, paying therefore the full balance of the bid price.

8. ACCEPTANCE OF DEED

The acceptance of a deed to the Property by the Buyer or Buyer's nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed or arising out of said public auction on the part of the Seller to be performed or observed.

9. CONDITION OF THE PREMISES

The Property shall be conveyed in "as-is" condition, subject to the present manner of use and occupancy of the Property. The Buyer acknowledges that Buyer has not been influenced to enter this transaction by, nor has it relied upon, any warranties or

representations of the Seller or the Auctioneer not set forth or incorporated in the Memorandum.

10. BUYER'S DEFAULT; DAMAGES

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 incurred by the Seller, in excess of the amount of the deposit, due to the Buyer's default, including the costs and expenses of subsequent sales of the Property or any portion thereof and attorney's and auctioneer's fees in connection therewith. The Seller shall also be free to sell the Property to the second highest bidder at the public auction in accordance with the terms announced at the public auction.

11. DEED STAMPS, RECORDING FEES AND ATTORNEY FEES

Buyer shall pay for and cancel for the benefit of the Seller the excise tax stamps required to be affixed to the foreclosure deed by the law of the Commonwealth of Massachusetts. The Buyer shall pay all recording fees in connection with the transfer of the Property. In addition, Buyer shall be responsible for all attorney's fees and costs of the Seller relative to title examination, documentation preparation and closing.

12. CONSTRUCTION OF AGREEMENT

This instrument is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the Seller and the Buyer. If two or more persons are named herein as Buyer, their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this memorandum or to be used in determining the intent of the parties to it.

Time is of the essence to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum as a sealed instrument as of the date first above written.

EASTHAMPTON SAVINGS BANK
(Present holder of said Mortgage)

By: _____

Its

AARON POSNIK & CO., INC.

By: _____
Its

BUYER

By: _____

EXHIBIT A

The land in Easthampton, in the County of Hampshire and Commonwealth of Massachusetts, bounded and described as follows:

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The mortgagor expressly reserves his rights of Homestead dated November 9, 2004 and recorded in the Hampshire County Registry of Deeds on November 15, 2004 and recorded in Book 8063, page 161, and does not wish to terminate his Homestead by granting the within conveyance notwithstanding his waiver of such homestead of the within mortgage.

ANNOUNCEMENT OF OTHER TERMS AND CONDITIONS OF FORECLOSURE
SALE AT PUBLIC AUCTION OF THE PREMISES DESCRIBED IN A MORTGAGE
GIVEN BY KEVIN P. DOSTALER TO EASTHAMPTON SAVINGS BANK OF THE
PREMISES DESCRIBED IN THE SAID MORTGAGE AND NOW KNOWN AS
92 LINE STREET, EASTHAMPTON, MASSACHUSETTS

You have heard the reading of the Mortgagee's Sale of Real Estate.

This real estate is being sold at Public Auction for the purpose of foreclosing the mortgage given by KEVIN P. DOSTALER to EASTHAMPTON SAVINGS BANK, as set forth in the Mortgagee's Sale of Real Estate, and will be sold to the highest bidder who complies with the terms of the Mortgagee's Sale of Real Estate and this announcement of other terms and conditions, and makes the required deposit of FIVE THOUSAND AND 00/100 (\$5,000.00) DOLLARS, and signs the Memorandum of Mortgagee's Sale of Real Estate.

The premises described in said mortgage are being sold:

1. Subject to any facts which would be disclosed by an accurate survey of the premises;
2. Subject to any facts disclosed by an Environmental Survey of the premises; and subject also to all laws, rules and regulations relating to environmental matters and hazardous waste material, and all other state or municipal rules, regulations, codes and by-laws applicable to said premises; and
3. Subject to and with the benefit of all restrictions, rights of way, easements, riparian rights and rights of flowage of record to the extent the same are in force and applicable, improvements, outstanding tax titles, municipal or other public taxes, assessments, liens or claims in the nature of lines, and existing encumbrances of record created prior to the mortgage, if any there be, which are entitled to precedence over the mortgage.

We have obtained a Certificate of Municipal Liens as of November 1, 2013, which was furnished to us by the Office of the Collector of Taxes, City of Easthampton, which evidences the fact that the property is subject to past due Department of Public Works for \$59.08 and \$277.56 for sewer taxes.

The Mortgagee makes absolutely no representation as to the accuracy or completeness of the foregoing, all of which will be the responsibility of, and are to be paid by the successful bidder, together with all interest, fees, costs and charges relating to said items to date of payment. Said Certificate of Liens will be available for inspection by interested parties at the time of sale.

All bidders should take into consideration that this sale is subject to all of the foregoing.

The successful bidder shall be liable for a 5% buyer's premium to be calculated based on the bid price, the cost of recording all entries, decrees or judgments, orders, Foreclosure Deed and Affidavit, and for the cost of Massachusetts Revenue Documentary Tax Stamps.

If a petition in Bankruptcy has been filed since the commencement of these foreclosure proceedings, and prior to the date of sale, this sale will be subject to Bankruptcy proceedings.

The premises shall be conveyed by the usual Mortgagee's Foreclosure Deed under statutory power of sale, subject as aforesaid.

The premises may be presently occupied, and, if so, it will be the responsibility of the successful bidder to obtain occupancy after the sale is consummated.

The Mortgagee makes no representations or warranties as to the condition of the premises, and the premises are being sold in "as is" condition and as presently occupied. The Mortgagee makes no representations or warranties as to the compliance of the premise with applicable state or local building and house codes, regulations or ordinances. The Buyer(s) acknowledge by signing the Memorandum of Mortgagee's Sale of Real Estate that no representations or warranties of any kind whatsoever have been made by or on behalf of the Mortgagee concerning zoning, state of title, utilities,

condition of the premises, compliance with environmental laws and regulations compliance with state or local building and housing codes, regulations or ordinances, extent or amount of outstanding obligations or otherwise, that they have made such inspection of the premises as desired, and that the premises are acceptable in its "as is" condition.

Notice is hereby given that the Mortgagee may bid at the sale through its authorized agent, designee, or affiliate who will not be required to have in his possession a deposit as specified in the Mortgagee's notice of sale.

The sale shall not be deemed complete until the successful bidder has tendered the deposit and signed the Memorandum of Mortgagee's Sale of Real Estate, copies of which are available for review.

In the event that the successful bidder at the foreclosure sale shall default in purchasing the within described property according to the terms of the Notice of Mortgagee's Sale of Real Estate, this Announcement of Other Terms and Conditions, and/or the terms of the Memorandum of Sale executed at the time of foreclosure, the Mortgagee reserves the right to sell the property by foreclosure deed to the second highest bidder providing that said second highest bidder shall deposit with Mortgagee's attorneys, Kroll, McNamara, Evans & Delehanty, LLP, the amount of the required deposit as set forth herein within three (3) business days after written notice of the default of the previous highest bidder and title shall be conveyed to the said second highest bidder within twenty-one (21) days of said written notice.

Time is of the essence of this agreement.

EASTHAMPTON SAVINGS BANK, the Present Holder of said Mortgage, at closing will deliver a Foreclosure Deed of the mortgaged premises in accordance with the terms and conditions herein specified, and in accordance with the terms and conditions of the Memorandum of Mortgagee's Sale of Real Estate.

DATED this _____ day of November, 2013.

BUYER(S)

AUCTIONEER
AARON POSNIK & CO., INC.

MORTGAGEE
EASTHAMPTON SAVINGS BANK
By Its Attorney

By: _____

David A. Lavenburg, Esq.
Kroll, McNamara, Evans & Delehanty, LLP
65 Memorial Road, Suite 300
West Hartford, CT 06107
(860) 561-7070

11/06/2013

CITY OF EASTHAMPTON
MUNICIPAL LIEN CERTIFICATE

Certificate Number: 197

ID: 065 173-136
Requestor:
ATTYS. KROLL, MCNAMARA,
EVANS & DELEHANTY
65 MEMORIAL RD-STE 300
WESTHARTFORD CT,06107

Location: 92 LINE ST
Assessed Owner:
DOSTALER KEVIN P,
MICHELE C DOSTALER

Current Status:

Acres: .2900
Land Valuation: 77,600
Building Valuation 79,600
Exemptions: 0
Taxable Valuation: 157,200

Book: 3101 Page: 320

Interest Date: 11/06/2013

<u>Year</u>	<u>Type</u>	<u>Due Date</u>	<u>Billed</u>	<u>Principal Due</u>	<u>Interest Due</u>	<u>Total Now Due</u>
2012	PRESERVATION TAX		22.77	0.00	0.00	0.00
2012	FY 2012 ACTUAL		983.28	0.00	0.00	0.00
2012	FY2012 PRELIMINAR		1,102.76	0.00	0.00	0.00
2012	SEWER LIEN		341.73	0.00	0.00	0.00
2012	WATER LIEN		178.97	0.00	0.00	0.00
Total 2012			2,629.51	0.00	0.00	0.00
2013	PRESERVATION TAX		24.90	0.00	0.00	0.00
2013	FY 2013 ACTUAL		1,237.95	0.00	0.00	0.00
2013	FY2013 PRELIMINAR		1,043.02	0.00	0.00	0.00
2013	SEWER LIEN		368.83	0.00	0.00	0.00
2013	WATER LIEN		59.30	0.00	0.00	0.00
Total 2013			2,734.00	0.00	0.00	0.00
2014	PRESERVATION TAX 1	08/01/2013	6.23	0.00	0.00	0.00
2014	FY2014PRELIMINARY 1	08/01/2013	570.25	0.00	0.00	0.00
2014	PRESERVATION TAX 2	11/04/2013	6.22	0.00	0.00	0.00
2014	FY2014PRELIMINARY 2	11/04/2013	570.24	0.00	0.00	0.00
Total 2014			1,152.94	0.00	0.00	0.00
Grand Totals			6,516.45	0.00	0.00	0.00

*** Continued on Next Page ***

IF SOLD, CONTACT THE WATER DEPARTMENT AT 529-1410 WITH FINAL READING.

CURRENT PAST DUE WATER OWED TO DPW \$ 59.08

IT IS HEREBY CERTIFIED FROM AVAILABLE INFORMATION THAT LISTED ABOVE ARE ALL TAXES AND ASSESSMENTS. WATER RATES AND SEWER RATES ON THE PARCEL SPECIFIED IN YOUR APPLICATION DATED NOVEMBER 1, 2013 HAVE NO KNOWLEDGE OF ANY OTHER LIEN OUTSTANDING.

NOTE: ALL UPAD BALANCES HAVE INTEREST COMPUTED TO THE DATE ON THE CERTIFICATE, PLUS DEMAND FEE.

ELIZABETH A. GENDRON

COLLECTOR OF TAXES
FOR THE CITY OF EASTHAMPTON MA
FORM APPROVED BY COMMISSIONER OF REVENUE

11/06/2013

CITY OF EASTHAMPTON
MUNICIPAL LIEN CERTIFICATE

Certificate Number: 197

ID: 065 173-136
Requestor:
ATTYS. KROLL, MCNAMARA,
EVANS & DELEHANTY
65 MEMORIAL RD-STE 300
WESTHARTFORD CT,06107

Location: 92 LINE ST
Assessed Owner:
DOSTALER KEVIN P,
MICHELE C DOSTALER

Current Status:

Acres: .2900
Land Valuation: 77,600
Building Valuation 79,600
Exemptions: 0
Taxable Valuation: 157,200

Book: 3101 Page: 320

Interest Date: 11/06/2013

Water/Sewer Acct:

Water Due:

Sewer Due:
277.56

IF SOLD, CONTACT THE WATER DEPARTMENT AT 529-1410 WITH FINAL READING.

CURRENT PAST DUE WATER OWED TO DPW \$ 59.08

IT IS HEREBY CERTIFIED FROM AVAILABLE INFORMATION THAT LISTED ABOVE ARE ALL TAXES AND ASSESSMENTS. WATER RATES AND SEWER RATES ON THE PARCEL SPECIFIED IN YOUR APPLICATION DATED NOVEMBER 1, 2013 HAVE NO KNOWLEDGE OF ANY OTHER LIEN OUTSTANDING.

NOTE: ALL UPAD BALANCES HAVE INTEREST COMPUTED TO THE DATE ON THE CERTIFICATE, PLUS DEMAND FEE.

Elizabeth A. Gendron
ELIZABETH A. GENDRON

COLLECTOR OF TAXES
FOR THE CITY OF EASTHAMPTON MA
FORM APPROVED BY COMMISSIONER OF REVENUE