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BIDDER'S INFORMATIONAL PACKAGE

36 BARBER STREET SPRINGFIELD, MASSACHUSETTS

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TRUSTEE'S MEMORANDUM OF PUBLIC AUCTION

The undersigned Purchaser (jointly and severally if more than one) hereby acknowledges having purchased at Trustee's sale at public auction of AARON POSNIK & CO., INC., Auctioneer, for the sum of \$ _____ Dollars, all of the right, title and interest of GARY M. WEINER, Trustee for the Bankruptcy Estate of David Sims, a/k/a David L. Sims, Case No. 11-30584, the real property located at **36 Barber Street**, Springfield, Hampden County, Massachusetts.

The undersigned Purchaser acknowledges and agrees to comply with all of the terms of sale as stated by the Auctioneer in the Additional Terms of Sale which is attached hereto and made a part of hereof as well as with any other terms set forth in this Memorandum.

The undersigned Purchaser, having paid into the hands of the Auctioneer the sum of _____ (\$ _____) Dollars, and being agreeable to all of the terms of the sale, hereby agrees that in the event that the Purchaser shall fail to comply with the balance of any of the terms of the sale, the deposit shall be forfeited and shall be retained and become the property of the Trustee as Seller under this Memorandum. Any such retention of the deposit shall not release the Purchaser hereunder from his obligations should the Trustee decide to pursue the same, the trustee reserving the right to pursue and/or cease to pursue any and all other rights, remedies and causes from time to time available to him.

The undersigned Purchaser acknowledges that no warranties or representations of any kind whatsoever have been made by or on behalf of the Trustee relative to any items of personal property being included in the sale or relative to the legal status of any property affixed to the buildings on the property, or to the status of the title, utilities, condition of the premises or compliance or non-compliance with any law, ordinance, by-law or other governmental regulation

Trustee's Memorandum of Public Auction
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affecting, restricting, prohibiting or otherwise regulating the occupancy, use or enjoyment of the property, the character, dimensions or location of any present or future improvement now existing or hereafter planned for the property, or a separation in ownership or change in the dimensions or area of the property including, without limiting the generality of the foregoing, Zoning Laws, State Building Code, Wetlands Protection Act, Subdivision Control Laws, Lead Paint Laws, Sewage Disposal Laws, Historic Districts, Pollution Control Laws and Hazardous Waste Laws, or otherwise.

The undersigned Purchaser further acknowledges that the property is being sold in its present condition and that he has made such inspection of the property as desired, and that the property is acceptable in its "as is" condition.

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EXECUTED as a sealed instrument this _____ day of August, 2013

Purchaser

Address

Telephone

Purchaser

Address

Telephone Number

Gary M. Weiner, Chapter 7 Trustee
For the estate of David Sims
Weiner & Lange, P.C.
95 State Street Suite 918
Springfield, MA 01103
Tel. (413) 732-6840
Gweiner@weinerlegal.com
Date:

**ADDITIONAL TERMS OF SALE FROM THE BANKRUPTCY ESTATE OF
DAVID SIMS, a/k/a DAVID L. SIMS**

1. This is a sale of the right, title and interest of GARY M. WEINER, as Chapter 7 Trustee of the bankruptcy estate of David Sims, a/k/a David L. Sims, Case No. 11-30584-HJB of the real property located at **36 Barber Street**, Springfield, Hampden County, Massachusetts.

2. The Trustee, as Seller, makes no warranties or representations relative to the legal status of any property affixed to the buildings on said premises, nor are there any warranties or representations made relative to the extent or existence of any tenancies or leases, security or rental deposits of any nature, status of the title, utilities, condition of the premises, or compliance of noncompliance with any law, ordinance, by-law or other governmental regulation affecting, restricting, prohibiting or otherwise regulating the occupancy, use or enjoyment of the premises, the character, dimensions or location of any present or future improvement now existing or hereafter planned for the premises, or a separation in ownership or change in the dimensions or area of the premises, including, without limiting the generality of the foregoing, Zoning Laws, State Building Code, Wetlands Protection Act, Subdivision Control Laws, Lead Paint Laws, Sewage Disposal Laws, Historic Districts, Pollution Control Laws and Hazardous Waste Laws, or otherwise.

3. The successful bidder will be required to execute in duplicate the Trustee's Memorandum of Public Auction, copies of which are available for anyone to inspect prior to the commencement of the bidding.

4. At the close of the bidding, if the successful bidder either fails to pay the required deposit to me, or having paid that deposit failed to execute the Trustee's Memorandum of Public Auction, I will commence the bidding again. I therefore strongly recommend that all other bidders remain after the close of bidding until the successful bidder has paid the required deposit to me and has executed the Trustee's Memorandum of Public Auction.

Additional Terms
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5. If the successful bidder, after signing the Trustee's Memorandum of Public Auction, fails to perform his or her obligations thereunder, the deposit shall be retained and become the property of the Trustee. Such retention of the deposit shall not release the successful bidder from his or her obligations under the Trustee's Memorandum of Public Auction should the Trustee decide to pursue the same. The Trustee reserves the right to pursue and/or cease to pursue any and all other rights, remedies and causes from time to time available to him. In the event of such default, the Trustee reserves the right to sell the property to the next highest bidder without further notice or resale.
6. This property is sold subject 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.
7. It will be the responsibility of the successful bidder to obtain occupancy of the premises (if applicable) after the sale is consummated.
8. Upon information and belief, no leases have been signed by the Chapter 7 Trustee nor has he collected any rents.
9. The premises will be conveyed by the usual Trustee's Deed subject to the terms set forth which I have just finished reading and subject to the terms of the Trustee's Memorandum of Public Auction. The balance of the purchase price must be paid in cash or by certified or bank cashier's check within 20 days after confirmation of the sale by the Trustee, TIME BEING OF THE ESSENCE, at Weiner & Lange, P.C. 95 State Street, Suite 918, Springfield, MA 01103. The purchaser will be responsible for the payment of all closing costs, any deed excise stamps and all recording fees.

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10. This sale has been authorized by the United States Bankruptcy Court for the District of Massachusetts, Case No. 11-30584-HJB pursuant to the Notice of Intended Public Sale of Estate Property filed by the Trustee on June 13, 2013 and allowed by the Court on July 24, 2013. **The sale shall be free and clear of all liens and encumbrances upon the property including but not limited to federal, state and local taxes. The sale is “as is where is”.**

11. All sales are subject to confirmation by the Trustee.

Auctioneer

Purchaser

Purchaser

Date: