

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by REMILLARD PROPERTY MANAGEMENT, LLC to HAMPDEN BANK, dated November 15, 2005, recorded at Hampden County Registry of Deeds in Book 15508, Page 432, 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 the 25th day of July, 2008 on the premises below described all and singular the premises described in said mortgage, said premises being therein described substantially as follows, to wit:

516 CHICOPEE STREET, CHICOPEE, MA

The land in Chicopee, Hampden County, Massachusetts bounded and described as follows:

PARCEL I: Being known and designated as Lots #305 (three hundred five), #306 (three hundred six), #307 (three hundred seven), and #308 (three hundred eight) on a plan of Riverside Terrace made by Cobb and Beesley C.E., dated December 1910, and recorded in the Hampden County Registry of Deeds in Book of Plans 3, Pages 28 and 29, being more particularly bounded and described as follows:

Bounded Westerly by Lot #304 (three hundred four) on aforesaid plan, one hundred (100) feet;

Bounded Southerly by land of owners unknown, eighty (80) feet;

Bounded Easterly by the Westerly sides of Lots #312, #311, #310, and #309, one hundred (100) feet; and

Bounded Northerly by Shepard Street, eighty (80) feet.

SUBJECT to restrictions of record if any there be and are applicable.

PARCEL II: Being known and designated as Lots #309 (three hundred nine), #310 (three hundred ten), #311 (three hundred eleven), and #312 (three hundred twelve) on plan of Riverside Terrace made by Cobb & Beesley, C.E., dated December 1910 and recorded in the Hampden County Registry of Deeds in book of Plans 3, Pages 28 and 29, being more particularly bounded and described as follows:

Bounded Easterly by Chicopee Street, one hundred three and 52/100 (103.52) feet;

Bounded Northerly by Shepard Street, one hundred twenty nine and 60/100 (129.60) feet;

Bounded Westerly by Lot #308 (three hundred eight) on aforesaid plan, one hundred (100) feet; and

Bounded Southerly by land of owners unknown, one hundred two and 80/100 (102.80) feet.

SUBJECT to restrictions of record if any there be and are applicable.

Being the same premises conveyed to the grantor herein by deed recorded at Book 15332,

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 all outstanding tax titles, municipal or other public taxes, assessments or liens, if any.

Twenty-five Thousand Dollars (\$25,000) ("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 balance to be paid in cash or by certified check within thirty (30) 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 second highest bidder provided that the second highest 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 second highest bidder within twenty (20) days of said written notice.

Other terms to be announced at the sale.

Hampden Bank,
present holder of said mortgage

BY Gary P. Shannon
Its Attorney

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and Murphy, P.C., Attorneys
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