

## **MORTGAGEE'S SALE OF REAL ESTATE**

By virtue and in execution of the Power of Sale contained in a certain mortgage given by 556 SUMNER AVENUE, LLC to WESTBANK, n/k/a NEWALLIANCE BANK, dated January 25, 2006 and recorded with the Hampden County Registry of Deeds in Book 15656, Page 259, 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 12:00 noon on the 5<sup>th</sup> day of September, 2008, on the mortgaged premises believed to be known as 556 Sumner Avenue, Springfield, Hampden County, Massachusetts, all and singular the premises described in said Mortgage, to wit:

“The land in Springfield, Hampden County, Massachusetts, with the buildings thereon, bounded and described as follows:

Parcel One: Beginning on the northerly side of Sumner Avenue at a point fifty (50) feet easterly from the easterly line of Ventura Street (formerly Ventura Avenue) at land now or formerly of Hattie J. Kelley and running then Northerly by said land of Kelley, at right angles with Sumner Avenue, one hundred five (105) feet; then Easterly parallel with Sumner Avenue, fifty (50) feet; Then southerly at right angles with Sumner Avenue by land now or formerly of Hancock, one hundred five (105) feet to said northerly line of Sumner Avenue; and thence Westerly by said Sumner Avenue, fifty (50) feet to the place of beginning.

Parcel Two: Beginning at the northeast corner of Sumner Avenue and Ventura Street, and running thence Easterly on Sumner Avenue Fifty (50) feet to land supposed to be of Pease; thence Northerly by said land supposed to be of Pease, at right angles with Sumner Avenue, fifty (50) feet to Ventura Street; and thence Southerly on Ventura Street one hundred five (105) feet to Sumner Avenue, the place of beginning.

BEING the same premises conveyed to the mortgagor herein by deed recorded simultaneously herewith.”

The premises will be sold subject to any and all restrictions, easements, improvements, covenants, outstanding tax titles, municipal or other public taxes, assessments, liens or claims in the nature of liens, and existing encumbrances of record superior to the mortgage, if any. Said premises will also be sold subject to all leases and tenancies having priority over said mortgage, to tenancies or occupation by persons on the premises now and at the time of said auction which tenancies or occupation are subject to said mortgage, to rights or claims in personal property installed by tenants or former tenants now located on the premises, also to all laws and ordinances including, but not limited to, all building and zoning laws and ordinances. It shall be the bidder's sole responsibility to ascertain all items described in this paragraph and no representations are made concerning compliance with appropriate zoning, building, sanitary or other state and/or municipal regulations.

TERMS OF SALE: FIFTEEN THOUSAND AND 00/100 (\$15,000.00) DOLLARS initial deposit will be required to be paid in cash, or by certified or bank cashier's check by the purchaser at the time and place of sale. Said initial deposit to be increased to an amount equal to ten percent (10%) of the purchase price within five business days following the sale to be paid in cash, or by certified or bank cashier's check by the purchaser. The balance of the purchase price on the sale shall be paid in cash, or by certified or bank cashier's check within thirty (30) days thereafter and the Deed transferred contemporaneously therewith. The successful bidder at the sale shall be required to sign a Memorandum of terms of sale containing the above terms at the Auction sale. The purchaser will be responsible for all closing costs, Massachusetts deed excise stamps and all recording fees.

The sale may be postponed or adjourned from time to time, if necessary, by the attorney for the mortgagee at the scheduled time and place of sale. The description for the premises contained in said mortgage shall control in the event of a typographical error in this publication.

Other terms, if any, will be announced at the sale.

NEWALLIANCE BANK, f/k/a Westbank,  
Present Holder of said Mortgage,

By: \_\_\_\_\_/s/\_\_\_\_\_  
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Dated: July 25, 2008