

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by TEKOA GOLF, INC., a Massachusetts corporation, to UNITED BANK, dated May 10, 2006, recorded at Hampden County Registry of Deeds in Book 15889, Page 101, 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 Monday, the 6th day of April, 2009 on the premises below described all and singular the premises described in said mortgage, said premises being therein described substantially as follows, to wit:

459 RUSSELL ROAD, WESTFIELD, MASSACHUSETTS 01085

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

SOUTHWESTERLY	by Russell Road, three hundred twenty-one and 20/100 (321.20) feet;
EASTERLY	by land now or formerly of National Management Corporation, three hundred twenty-six (326) feet;
SOUTHWESTERLY	by last named land and land now or formerly of one Klein, five hundred ninety-two (592) feet;
WESTERLY	by last named land, three hundred three (303) feet;
SOUTHWESTERLY	by land now or formerly of Ivers, three hundred six and 06/100 (306.06) feet;
WESTERLY	by last named land, one hundred sixty-nine and 8/10 (169.8) feet;
SOUTHWESTERLY and SOUTHERLY	by said Russell Road by an irregular line, about one thousand eight hundred twenty (1,820) feet;
SOUTHEASTERLY	by lands formerly of Hopkins, now of sundry owners, by an irregular line, five hundred ninety-five and 75/100 (595.75) feet;
SOUTHWESTERLY	by land formerly of Hopkins, one hundred (100) feet;
SOUTHEASTERLY	by land now or lately of Henry Giroux, et ux, two hundred sixty-three and 5/10 (263.5) feet; generally
NORTHEASTERLY, EASTERLY, NORTHEASTERLY, NORTHERLY and NORTHWESTERLY	by Westfield River, about five thousand six hundred eighty-five (5,685) feet; and

NORTHWESTERLY

by land now or formerly of H.G. Bruscoe, Inc., about five hundred ninety-eight and 07/100 (598.07) feet.

EXCEPTING, however, from the above described premises that portion conveyed by deed recorded in Hampden County Registry of Deeds in Book 3684, Page 358, said portion being bounded and described as follows:

Beginning at an iron pipe in the northeasterly line of Russell Road marking the most southerly corner of land conveyed by Tekoa, Inc. to River Bend Associates, Inc. by deed dated June 15, 1971 and recorded in the Registry of Deeds for said Hampden County in Book 3596, Page 155 and running thence

- S. 63° 00' 12" E. along said Russell Road, two hundred seven and 94/100 (207.94) feet to an iron pipe at other land at Tekoa, Inc.; thence
- N. 23° 26' 50" E. along last named land, seven hundred eighty-seven (787) feet to an iron pipe at or near the bank of Westfield River; thence continuing;
- N. 23° 26' 50" E. along last named to said Westfield River; thence
- SOUTHWESTERLY along said Westfield River to a point bearing N. 27° 34' 00" E. from the iron pipe at the place of beginning; thence
- S. 27° 34' 00" W. along land conveyed to River Bend Associates, Inc. as aforesaid to an iron pipe at or near the bank of said Westfield River; thence continuing;
- S. 27° 34' 00" W. along land last referred to twenty-seven and 14/100 (27.14) feet to an iron pipe; and thence continuing;
- S. 27° 34' 00" W. along last referred to five hundred seventy-seven and 68/100 (577.68) feet to the iron pipe at the place of beginning.

Said parcel of land contains 2.93 acres of land.

SUBJECT to easement rights of American Telephone & Telegraph Company as cited in instrument dated November 13, 1905 and recorded in the Registry of Deeds for said Hampden County in Book 701, Page 337.

SUBJECT to any lawfully existing right of way leading from said Russell Road to said Westfield River, if any.

SUBJECT to easement rights of City of Westfield Gas and Electric Light Department for gas main under instrument dated August 29, 1961 and recorded as aforesaid in Book 2830, Page 505; and under instrument dated August 16, 1961 and also recorded as aforesaid in Book 2830, Page 506, and in Book 2771, Page 292.

SUBJECT to easement rights of Western Massachusetts Electric Company as successor to the Montague Company under instruments dated May 24, 1926 and May 25, 1926 and recorded as aforesaid in Book 1327, Page 226 and 228.

SUBJECT to a ten foot easement for constructing, repairing and maintaining a gas main set forth in instrument dated November 1, 1960 and recorded as aforesaid in Book 2777, Page 292.

EXCEPTING also from the above described premises the following described portion:

The land conveyed to Riverbend Associates, Inc. by deed dated June 15, 1971 and recorded in said Registry of Deeds in Book 3596, Page 155, which land is shown on a plan recorded in said Registry in Book of Plans 128, Page 44.

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.

Fifty Thousand Dollars (\$50,000) ("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 ten (10) 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 three percent (3%) 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 thirty (30) days of said written notice.

Other terms to be announced at the sale.

United Bank,

BY Gary P. Shannon

Its Attorney

Doherty, Wallace, Pillsbury
and Murphy, P.C., Attorneys
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