

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

By virtue and in execution of the Power of Sale contained in a certain mortgage given by **SOMERSET HOMES OF MASSACHUSETTS, LLC** (the "Mortgagor") to **HAMPDEN BANK** (the "Mortgagee") dated August 18, 2005 and recorded in the Hampshire County Registry of Deeds in Book 8398, Page 267, 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 on **Friday, January 30, 2009, at 11:00 A.M.**, on the mortgaged premises below described, being known and numbered as Lots 1-27, Gould Road, Ware, Massachusetts more particularly described as follows:

The land in Ware, Hampshire County, Massachusetts, lying mainly on the Westerly side of Gould Road and having a frontage on the Southerly side of Belchertown Road (Route 9), containing 29.23 acres, more or less, and being the same premises shown on a plan of land surveyed for Herman, Paul and Sidney Gorden by R.J. LeMaitre, dated June 12, 1981 and recorded in Hampshire County Registry of Deeds in Book of Plans 118, Page 17, now known as "Wildflower Meadows" as shown on a plan of land entitled "'WILDFLOWER MEADOW' DEFINITIVE SUBDIVISION PLAN' Plan of Land in WARE, MASSACHUSETTS Prepared for JAMES N. HAYWARD," dated July 15, 2004, revised July 20, 2004, prepared by Harold L. Eaton and Associates, Inc., and recorded in Plan Book 203, Page 77 (Lots Nos. 1-27), said land being more particularly bounded and described as follows:

Beginning at a point in the Westerly line of said Gould Rod at the Southeasterly corner of the premises herein conveyed, and the Northeasterly corner of land now or formerly of Granville Hannum; and running thence

NORTHEASTERLY

and NORTHERLY along the Westerly line of said Gould Road, a total distance of one thousand five hundred thirty and  $73/100$  (1,530.73) feet, more or less, to a bound at the Southeasterly corner of land now or formerly of G. and M. Ouhl; thence

NORTHWESTERLY along the southerly line of land now or formerly of said Ouhl, one hundred ninety-two and  $01/100$  (192.01) feet to a bound; thence

NORTHERLY

along the Westerly lines of lands now or formerly of Ouhl, Sidney Gorden et ux. and C. and P. Shan, a total distance of three hundred forty-eight and  $09/100$  (348.09) feet, more or less, to the Southerly line of said Belchertown Road (Route 9); thence

NORTHWESTERLY along the Southerly line of said Belchertown Road, one hundred thirty-five and  $33/100$  (135.33) feet, more or less, to a point at land now or formerly of W. and M. Peltier; thence

SOUTHERLY

along the Easterly line of land now or formerly of said Peltier, fifty-one

and 95/100 (51.95) feet, more or less, to an iron pin at the end of a stone wall; thence

WESTERLY along a stone wall and the Southerly lines of lands now or formerly of said Peltier, W. and C. Harper and S. and W. Czech, a total distance of six hundred thirty-nine and 72/100 (639.72) feet, more or less, to an iron pin at the corner of stone walls; thence

SOUTHERLY following the stone walls along lands now or formerly of R. Potter and the Inhabitants of the Town of Ware, a total distance of one thousand seven hundred twenty-seven and 38/100 (1,727.38) feet, more or less, to a corner of stone walls; and thence

EASTERLY along land now or formerly of said Granville Hannum following a stone wall, four hundred sixty-eight and 32/100 (468.32) feet, more or less, to the point of beginning.

EXCEPTING therefrom those portions of the premises herein described which were transferred to others by deeds recorded as aforesaid in Book 2501, Page 37, Book 2501, Page 254, Book 2505, Page 302, Book 2561, Page 202, Book 2574, Page 177, Book 2600, Page 248, Book 2633, Page 348, Book 2702, Page 54, Book 2702, Page 64, Book 2716, Page 292, Book 3266, Page 142, Book 4538, Page 345, Book 4580, Page 308, Book 4699, Page 179 and Book 5428, Page 31.

EXCEPTING therefrom that portion of the premises delineated as Lot No. 17 on Plan Book 203, Page 77-80 and conveyed by deed of Somerset Homes of Massachusetts, LLC to Rene E. Gauthier and Amanda P. Gauthier dated August 30, 2006 and recorded in the Hampshire County Registry of Deeds in Book 8860, Page 239.

EXCEPTING therefrom that portion of the premises delineated as Lot No. 10 on Plan Book 203, Page 77-80 and conveyed by deed of conveyed by deed of Somerset Homes of Massachusetts, LLC to Bruce M. Burns dated August 3, 2006 and recorded in the Hampshire County Registry of Deeds in Book 9223, Page 214.

EXCEPTING therefrom that portion of the premises delineated as Lot No. 22 on Plan Book 203, Page 77-80 and conveyed by deed of conveyed by deed of Somerset Homes of Massachusetts, LLC to Zygmund Stockmal and Jean Stockmal, Trustees of The Zygmund and Jean Stockmal Family Trust dated September 20, 2007 and recorded in the Hampshire County Registry of Deeds in Book 9278, Page 158.

EXCEPTING therefrom that portion of the premises delineated as Lot No. 16 on Plan Book 203, Page 77-80 and conveyed by deed of conveyed by deed of Somerset Homes of Massachusetts, LLC to William P. Dautrich and Barbara R. Dautrich dated October 11, 2007 and recorded in the Hampshire County Registry of Deeds in Book 9292, Page 275.

EXCEPTING therefrom that portion of the premises delineated as Lot No. 23 on Plan Book 203, Page 77-80 and conveyed by deed of conveyed by deed of Somerset Homes of Massachusetts, LLC to Paul G. Morrison and Carol K. Morrison dated December 4, 2007 and recorded in the Hampshire County Registry of Deeds in Book 9340, Page 231.

Subject to Deed Restriction for Wildflower Meadow Subdivision, Ware, Massachusetts, dated October 6, 2004 and recorded in Book 8101, Page 203.

Subject to Wildflower Meadow Definitive Subdivision Homeowners' Association and Declaration of Covenants and Restrictions, dated October 6, 2004 and recorded in Book 8101, Page 205.

Subject to an easement from James N. Hayward, d/b/a Hayward Construction to Massachusetts Electric Company dated June 17, 2005 and recorded in Book 8325, Page 218.

Subject to an Order of Conditions issued by the Town of Ware Conservation Commission on September 16, 2004 and recorded in Book 8286, Page 37.

Subject to water rights, if any, appurtenant to the premises formerly of William B. Lawton located on the Palmer Road, so-called.

Subject to an easement from Somerset Homes of Massachusetts, LLC to Verizon New England Inc. as referenced by instrument dated October 11, 2005 and recorded in the Hampshire County Registry of Deeds in Book 8484, Page 71.

Said premises are now known as "Wildflower Meadows" as shown on a plan of land entitled "WILDFLOWER MEADOW' DEFINITIVE SUBDIVISION PLAN' Plan of Land in WARE, MASSACHUSETTS Prepared for JAMES N. HAYWARD," dated July 15, 2004, revised July 20, 2004, prepared by Harold L. Eaton and Associates, Inc., and recorded in Plan Book 203, Page 77 (Lots Nos. 1-27).

Being a portion of the premises conveyed by deed of James N. Hayward, d/b/a Hayward Construction to Somerset Homes of Massachusetts, LLC dated August 9, 2005 and recorded in the Hampshire County Registry of Deeds in Book 8398, Page 264.

The above premises will be sold subject to and/or with the benefit of any and all restrictions, easements, improvements, covenants, outstanding tax titles, municipal or other public taxes, assessments, liens, mortgages 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 or at the time of said auction which tenancies or occupations are subject to said mortgage, to rights or claims in personal property installed by tenants or former tenants now located on the premises, and also to laws and ordinances including, but not limited to, all building and zoning laws and ordinances.

#### TERMS OF SALE:

A deposit of TEN THOUSAND (\$10,000.00) DOLLARS will be required to be paid in cash

or by certified check by the purchaser at the time and place of sale as an initial deposit in escrow with O'Connell, Plumb & MacKinnon, P.C., 75 Market Place, Springfield, Massachusetts 01103. The purchaser shall within 5 business days of the sale increase the deposit to a sum equal to 10% of the purchase price by delivering the amount necessary to O'Connell, Plumb & MacKinnon, P.C. in cash or certified check. The balance is to be paid in cash, or by certified 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. Other terms, if any, to be announced at the sale.

The Seller reserves the right to sell to the second highest bidder in the event that the highest bidder defaults. However, this reservation of rights should not be construed as requiring the Seller to sell to the second highest bidder in the event of such a default.

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

HAMPDEN BANK  
The Present Holder of said Mortgage

By: \_\_\_\_\_  
Jerry B. Plumb, Jr., its Attorney  
O'Connell, Plumb, & MacKinnon P.C.  
75 Market Place  
Springfield, MA 01103  
(413) 733-9111

12/12; 12/19; 12/26