

ADDITIONAL TERMS OF SALE

261 UNION STREET, WEST SPRINGFIELD, MA

1. No items of personal property are included in this sale and the Mortgagee 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 or non-compliance 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, 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.

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

3. At the close of bidding, if the successful bidder either fails to pay the required deposit to me, or, having paid that deposit, fails to execute the Auctioneer'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 Auctioneer's Memorandum of Public Auction.

4. If the successful bidder, after signing the Auctioneer's Memorandum of Public Auction, fails to perform his obligations thereunder, the deposit shall be retained and become the property of the Mortgagee and shall not be applied to the mortgage debt. Such retention of the deposit shall not release the successful bidder from his obligation under the Auctioneer's Memorandum of Public Auction should the Mortgagee decide to pursue the same. The Mortgagee reserves the right to pursue and/or cease to pursue any and all other rights, remedies and courses from time to time available to it. In the event of such default, the Mortgagee reserves the right to sell the property to the next highest bidder without further notice or resale.

5. We are in receipt of Municipal Lien Certificate No. 877, dated June 22, 2009, from the Office of the Collector of Taxes, Town of West Springfield, Massachusetts, a copy of which is attached, which reflects the following amounts outstanding:

Fiscal Year 2009 real estate tax - \$5,354.19

Fiscal Year 2010 preliminary real estate tax - \$4,421.65

The Mortgagee makes no representations or warranties concerning the accuracy or correctness of the foregoing. Any and all municipal taxes, assessments, sewer or water charges pertaining to the property shall be the responsibility of the successful bidder, together with all interest, fees, costs and charges relating to said items to date of payment.

6. Notice is hereby given that the Mortgagee may bid at the sale through its authorized agent, who will not be required to have in his possession a deposit as specified in the Mortgagee's notice of sale.

7. The property is sold "AS IS - WHERE IS" and 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.

8. Again, the premises will be conveyed by the usual mortgagee's deed under the statutory Power of Sale, subject as aforesaid, subject to the terms set forth in the legal notice which I have just finished reading and subject to the terms of the Auctioneer's Memorandum of Public Auction. The successful bidder will be responsible for the payment of all outstanding tax titles, municipal or other public taxes and assessments and liens. The balance of the purchase price must be paid in cash or by certified or bank cashier's check at the law firm of Sapirstein & Sapirstein, P.C., 1350 Main Street, 12th Floor, Springfield, MA 01103, on August 8, 2009, at 2:00 p.m., TIME BEING OF THE ESSENCE, and the Deed transferred contemporaneously therewith. The purchaser will be responsible for the payment of all closing costs, Massachusetts deed excise stamps and all recording fees.

EXECUTED as a sealed instrument this 8th day of July, 2009.

AUCTIONEER

PURCHASER