

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by SILVESTRO G. VIVENZIO to WESTFIELD BANK, dated March 31, 2003 and recorded with the Hampden County Registry of Deeds in Book 13073, Page 395, 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 8th day of July, 2009, on the mortgaged premises believed to be known as 261 Union Street, West Springfield, Hampden County, Massachusetts, all and singular the premises described in said Mortgage, to wit:

"Exhibit "A"

PARCEL I: Beginning at the northeast corner of Union Street and Fairview Avenue, as shown on a plan of lots recorded in Hampden County Registry of Deeds, Book of Plans 2, Page 64, said corners being the southwest corner of Lot #39 (thirty-nine) as shown on said plan, and running thence along the line of said Lot #39 on said Fairview Avenue, seventy (70) feet to a point fifty-six and 60/100 (56.60) feet from the southwesterly line of Lot #37 (thirty-seven) on said plan; thence running

NORTHERLY from said point and parallel with said southwesterly line of said Lot #37 (thirty-seven), ninety-five (95) feet; thence

WESTERLY and at right angles to the last named land and parallel with Fairview Avenue to Union Street; thence

SOUTHERLY along Union Street, ninety-five (95) feet to the place of beginning.

PARCEL II: Beginning on the Northeasterly side of Union Street at a point distant ninety-five (95) feet Northwesterly from the intersection of the Northeasterly side of Union Street with the Northwesterly side of Fairview Avenue, and running thence

NORTHWESTERLY on said Union Street, nineteen and 40/100 (19.40) feet to land now or supposed to be owned by one Poirier; thence

NORTHEASTERLY on land named land, sixty-seven and 22/100 (67.22) feet to land of Cleophas Talbot; thence

SOUTHEASTERLY on last named land in a line parallel with the Northeasterly line of Lot #40 (forty) on plan hereinafter mentioned, about nineteen (19) feet to land formerly of said Cleophas Talbot, now or lately of Theologus E. Babacas and Andrew T. Chritopoulos; and thence

SOUTHWESTERLY on last named land about seventy (70) feet to the place of beginning.

For Grantor's title see Deed dated March 31, 2003 and recorded with Hampden County Registry of Deeds 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 applicable zoning, building, sanitary or other state and/or municipal regulations.

TERMS OF SALE: TWENTY THOUSAND AND 00/100 (\$20,000.00) DOLLARS 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. 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.

Westfield Bank,
Present Holder of said Mortgage

By: /s/
Jonathan C. Sapirstein
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Its Attorneys

Date: May 15, 2009

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