

## MORTGAGEE'S SALE OF REAL ESTATE

**Premises: 70 Severn Street, Longmeadow, MA**

By virtue and in execution of the **POWER OF SALE** contained in a certain mortgage given by JEFFREY A. RAHN, Trustee of The Severn Realty Trust of Springfield, Massachusetts to PeoplesBank dated August 13, 2004 and recorded in Land Registration Office of Hampden County as Document #158680, 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 July 10, 2009, upon the mortgaged premises at 70 Severn Street, Longmeadow, MA, all and singular the premises described in said mortgage.

To wit:

That certain parcel of land situated in Longmeadow, in the County of Hampden and Commonwealth of Massachusetts, bounded and described as follows:

- Southeasterly by Severn Placc cighty-five (85) feet;
- Southwesterly by Lot 66 as shown on plan hereinafter mentioned one hundred forty-five and 19/100 (145.19) feet;
- Northwesterly by said Lot 1 as shown on said plan nine (9.00) feet;
- Southwesterly by said Lot 1 on said plan one hundred twenty-seven and 16/100 (127.16) feet;
- Northwesterly by land now of formerly of the New York, New Haven & Hartford Railroad Company seventy-six and 76/100 (76.76) feet; and

Northeasterly by Lot 68 as shown on said plan two hundred eighty-three and 08/100 (283.08) feet.

Said land is shown as Lot 67 on said plan.

All of said boundaries are determined by the Court to be located as shown upon Plan 2823-N, the same being compiled from a plan drawn by Merrill & Sears, Civil Engineers, dated December 1939, and additional data on file in the Land Registration Office, all as modified and approved by the Court, a copy of a portion of which is filed with Certificate of Title #2738.

Also another parcel of land situate in said Longmeadow and bounded:

Southeasterly by Severn Street, fifteen (15) feet;

Southwesterly by Lot 66A as shown on plan hereinafter mentioned one hundred forty-five and 19/100 (145.19) feet;

Northwesterly by Lot 1 as shown on Plan 2823M filed with Certificate of Title No. 2704 fifteen (15) feet; and

Northeasterly by Lot 67 as shown on Plan 2823N filed with Certificate of Title No. 2738 one hundred forty-five and 19/100 (145.19) feet.

Said land is shown as Lot 66B on said plan.

Also another parcel of land situate in said Longmeadow and bounded:

Southeasterly by Severn Street thirty (30) feet;

Southwesterly by Lot 67 as shown on Plan 2823N filed with Certificate of Title 2738 two hundred eighty-three and 08/100 (283.08) feet;

Northwesterly by land now or formerly of New York, New Haven & Hartford Railroad Company thirty and 30/100 (30.30) feet; and

Northeasterly by Lot 69A as shown on plan hereinafter mentioned two hundred eighty-seven and 32/100 (287.32) feet.



Said parcel is shown as Lot 68A on said plan.

All of said boundaries are determined by the Court to be located as shown upon plan numbered 2823-P, the same being compiled from a plan drawn by Merrill & Sears, Civil Engineers, dated November 1946 and additional data on file in the Land Registration Office, all as modified and approved by the Court, a copy of a portion of which is filed with Certificate of Title No. 4316.

The above described land is subject to the restriction that the plans for any residence, garage or any outbuilding to be erected on said plan shall be approved by the Whitmun Corporation in writing prior to the construction of such building.

For title see Certificate of Title No. 25153.

Being the same premises conveyed to Jeffrey A. Rahn, Trustee of The Severn Realty Trust under Declaration of Trust dated November 30, 1990 recorded as Document #96212, by deed dated November 30, 1990 recorded in Land Registration Office of Hampden County as Document #96211.

The above premises shall 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 or claims in the nature of liens, and existing encumbrances of record superior to the mortgage, if any. The premises are also sold subject to the right of redemption of the United States of America or any of its subsidiaries or divisions, if any there be. In the event of any typographical error set forth herein in the legal description of the premises, the description set forth and contained in the mortgage shall take precedence.

**TERMS OF THE SALE:** Cash, certified check or bank cashier's check in the sum of \$7,500.00 shall be paid as a deposit and must be shown at the time and place of the sale in order to qualify as a bidder; the high bidder shall sign a written Memorandum of Sale upon acceptance of the bid, the terms of which shall be announced prior to the bid. The balance of the purchase price is to be paid in cash, certified check or bank cashier's check within twenty (20) days from the date of sale and thereafter to be deposited in escrow with the law firm of RESNIC, BEAUREGARD, WAITE AND DRISCOLL, 330 Whitney Avenue, Suite 400, Holyoke, Hampden County, Massachusetts 01040, pending recording of the deed which is to be delivered, accepted and recorded within ten (10) days thereafter, or at such other time as may be designated by Mortgagee.

Mortgagee reserves the right to postpone the sale to a later date by public proclamation at the time and date appointed for the sale, and to further postpone at any adjourned sale date by public proclamation at the time and date appointed for any such adjourned date.

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 foreclosure, the Mortgagee reserves the right to sell the property by foreclosure deed to the second highest bidder, providing that the second highest bidder shall execute a Memorandum of Sale and deposit with Mortgagee's attorneys, RESNIC, BEAUREGARD, WAITE AND DRISCOLL, 330 Whitney Avenue, Suite 400, Holyoke, Hampden County, Massachusetts 01040, the amount of the required deposit as set forth herein (\$7,500.00) within three (3) business days after delivery to the second highest bidder of written notice of the default of the previous highest bidder. The balance of the purchase price shall be paid by and title shall be conveyed to the said second highest bidder within twenty (20) days of said written notice.

The successful purchaser will be responsible for any and all closing costs, state documentary stamps, and recording fees.

Other terms to be announced at the sale.

PEOPLESBANK  
Present holder of said mortgage

Dated: June 2, 2009

By: \_\_\_\_\_  
Nadine M. Maggi  
Assistant Vice President