

# TABLE OF CONTENTS

## BIDDER'S INFORMATIONAL PACKAGE

### 45 GRANDVIEW STREET CHICOPEE, MASSACHUSETTS

DESCRIPTION	PAGE #
MORTGAGEE'S SALE OF REAL ESTATE .....	1-3
MEMORANDUM OF SALE .....	4-6
MUNICIPAL LIEN CERTIFICATES .....	7-9

THE FOLLOWING MATERIALS ARE FURNISHED SOLELY FOR INFORMATION PURPOSES. NO WARRANTIES OR REPRESENTATIONS ARE MADE BY EITHER THE MORTGAGE HOLDER OR THE AUCTION COMPANY AS TO THE ACCURACY, COMPLETENESS OR USEFULNESS OF THESE MATERIALS OR THE INFORMATION CONTAINED THEREIN. PROSPECTIVE PURCHASERS SHOULD MAKE THEIR OWN INVESTIGATIONS AND INSPECTIONS AND DRAW THEIR OWN INDEPENDENT CONCLUSIONS. THESE MATERIALS AND THE INFORMATION CONTAINED THEREIN ARE ALSO SUBJECT TO POSSIBLE CHANGE PRIOR TO OR AT THE TIME OF THE SCHEDULED FORECLOSURE SALE.

## MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by GRANDVIEW FARMS, INC., a Massachusetts corporation, to WESTFIELD BANK, dated June 27, 2001, recorded at Hampden County Registry of Deeds in Book 11723, Page 263, 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 Tuesday the 17<sup>th</sup> day of November, 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:

### 45 GRANDVIEW STREET, CHICOPEE, MASSACHUSETTS 01013

That certain tract or parcel of land, together with all improvements thereon, situate on the Southerly and Easterly lines of Grandview Street, formerly known as "Field Road", the Southwesterly and Westerly lines of Mayflower Avenue and the Southwesterly line of Acker Circle in Chicopee, Hampden County, Massachusetts, bounded and described as follows:

Beginning at a point on said Southerly line of Grandview Street at the Southwesterly corner of land now or formerly of John J. Krzeminski et ux, and thence running

- S. 68° 30' 25" E. along said land now or formerly of John J. Krzeminski et ux 220.66 feet to a point on said Southwesterly line of Mayflower Avenue, thence continuing
- S. 68° 30' 25" E. along said Southwesterly line of Mayflower Avenue 69.04 feet to a point on said Westerly line of Mayflower Avenue; thence running
- S. 24° 36' 35" W. along said Westerly line of Mayflower Avenue and along land now or formerly of Edward F. Keenan et ux and land now or formerly of May A. Rec et ux 220.90 feet to a point at land now or formerly of Angelina L. Maheus; thence running
- S. 17° 09' 55" E. along said land now or formerly of Angelina L. Maheus 108.59 feet to a point at land now or formerly of Andrew J. Bednarz et ux; thence running
- S. 35° 44' 25" E. 79.62 feet to a point; thence running
- N. 86° 45' 35" E. 202.70 feet to a point on said Southwesterly line of Acker Circle at land now or formerly of Ernest A. Depathy et ux (the last two courses and distances being along said land now or formerly of Andrew J. Bednarz et ux); thence running
- S. 12° 39' 35" W. along said land now or formerly of Ernest A. Depathy et ux, and along land now or formerly of Gerald T. Tellier et ux, Henry K. Jaroszynski et ux, Frank J. Stec et ux, Angela M. Crosby et al and the City of Chicopee 705.22 feet to a point at land now or formerly of the Quinnehtuck Company; thence running

- WESTERLY along said land now or formerly of the Quinnehtuck Company to a point at land now or formerly of Joseph F. Partyka; thence running
- N. 21° 06' 13" E. 822.12 feet to a point; thence running
- N. 01° 15' 13" E. 352.99 feet to a point at land now or formerly of Martin Simonich et ux (the last two courses and distances being along said land now or formerly of Joseph F. Partyka); thence running
- S. 88° 42' 37" E. along said land now or formerly of Martin Simonich et ux, along land now or formerly of Francis J. Simonich et ux and along said Southerly line of Grandview Street 240.14 feet to a point on said Easterly line of Grandview Street; thence running
- N. 01° 30' 35" E. along said Easterly line of Grandview Street 33.07 feet to a point on said Southerly line of Grandview Street; thence running
- S. 68° 30' 25" E. along said Southerly line of Grandview Street 17.60 feet to the point at the place of beginning.

Being the same premises shown and described on a plan of land entitled "PLAN OF LAND IN THE CITY OF CHICOPEE - MASS., HAMPDEN COUNTY OWNED BY GRANDVIEW FARMS, INC.", dated June 19, 1990, prepared by Durkee, White, Town & Chapdelaine, recorded in the Hampden County Registry of Deeds in Book of Plans 272, Page 57.

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.

Twenty Thousand Dollars (\$20,000) ("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 five (5) 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.

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.

Westfield Bank,

BY Gary P. Shannon  
Its Attorney

Doherty, Wallace, Pillsbury  
and Murphy, P.C., Attorneys  
One Monarch Place, Suite 1900  
Springfield, MA 01144-1900

## MEMORANDUM OF SALE

Twenty Thousand Dollars (\$20,000) received from Buyer by WESTFIELD BANK, (“Seller or Mortgagee”) as earnest money to be applied to the purchase price of real estate located at **45 GRANDVIEW STREET, CHICOPEE, MASSACHUSETTS 01013**, sold this day under a power of sale contained in a mortgage given to WESTFIELD BANK which power of sale provides that the premises are sold subject to and with the benefit of all restrictions, easements, improvements, outstanding tax titles, mortgages, liens, right of tenants and parties in possession, unpaid taxes, municipal liens and other public taxes, assessments or liens, if any, including outstanding condominium common expense assessments or liens, if applicable.

The Buyer understands that this sale is pursuant to a public foreclosure sale; that the Seller has no knowledge as to the physical condition or use of the Premises or the compliance of the Premises with the provisions of any Federal, state or local rule, regulation, statute or ordinance, including, without limitation, Title V; and the Seller makes no representations or warranties expressed or implied of any type, kind, character or nature whatsoever relating to the Premises, including as to condition, use, zoning or environmental matters; and the Buyer agrees to accept the Premises in its “AS IS” condition.

In the event the premises contains on on-site sewage system, the Buyer shall be responsible for complying with the Commonwealth of Massachusetts regulations pertaining thereto at its own cost by obtaining an inspection of the system and, if necessary, repairing and/or replacing the sewage system components in order to bring the system into compliance with the Code of Massachusetts Regulations Ch 310.

In the event that the premises contain underground storage tank(s), the Buyer shall be responsible for complying with the applicable regulations issued by the Massachusetts Board of Fire Prevention as set forth in 527 CMR 9.00 et seq. which may require removal of any existing tank(s).

The Buyer acknowledges that there may have occurred the use, storage, disposal, transportation, release or threat of release of hazardous or toxic materials or substances on, or in connection with, the Premises and that the Premises may not be in compliance with applicable environmental laws, including, without limitation, the Massachusetts Oil and

Hazardous Material Release Prevention Response Act (M.G.L.c.21E), Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. §9601 et. seq.) and other federal, state and local laws and regulations, and any judicial or administrative decree or decisions. The Buyer hereby releases the Mortgagee from any and all liability in connection with any environmental claims, of any kind or nature, which may arise in connection with, or relating to the Premises and agrees to indemnify and defend the Mortgagee in connection with any such claim which may be asserted against the Mortgagee hereinafter.

The Buyer agrees to pay 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, payable within five (5) 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 at the offices of Doherty, Wallace, Pillsbury and Murphy, 1414 Main Street, Springfield, Massachusetts. If said balance is not paid within twenty (20) business days, as herein provided, said earnest money shall be forfeited and become the property of WESTFIELD BANK.

Buyer shall also pay directly to the auctioneer, Aaron Posnik & Co., Inc.. a buyer’s premium equal to five percent (5%) of the purchase price.

In the event that the Buyer at the foreclosure sale shall default in purchasing the within described property according to the terms of the Notice of Sale and/or the terms of this Memorandum of Sale executed at the time of the foreclosure, WESTFIELD BANK reserves the right to sell the property by Foreclosure Deed to the second highest bidder provided that the second highest bidder shall deposit with WESTFIELD BANK’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 Buyer and title shall be conveyed to said second highest bidder within thirty (30) days of said written notice.

If at the time for closing, the bank, as Seller, is unable to convey title in accordance with the terms hereof and the notice of Sale, this Agreement shall terminate, the Seller shall return the deposit to the Buyer, and the Seller and the Buyer shall have no further obligations to one another under this Agreement. However, the Buyer shall have the right, by written notice to the Seller at closing, to elect to perform this agreement, accepting such title as the

Seller may be able to give for the premises in their then condition and paying the purchase price without reduction.

Buyer shall pay and be responsible for Seller's closing attorney's fees and costs, including but not limited to excise tax stamps required to be affixed to the Foreclosure Deed by the Law of the Commonwealth and all recording fees in connection with the transfer of the property.

\_\_\_\_\_  
BUYER

NAME: \_\_\_\_\_

ADDR: \_\_\_\_\_

\_\_\_\_\_

Buyer's Bid \$ \_\_\_\_\_

Initial Deposit \$ 20,000.00

Add'l. Deposit \$ \_\_\_\_\_ by 11/24/09 (Combined total 10%)

Balance Due \$ \_\_\_\_\_ by 12/16/09

WESTFIELD BANK

BY: \_\_\_\_\_

DATED: \_\_\_\_\_

State Tax Form 290  
 Certificate: 1071  
 Issuance Date: 09/01/2009

MUNICIPAL LIEN CERTIFICATE  
 CITY OF CHICOPEE  
 COMMONWEALTH OF MASSACHUSETTS

Requested by ATTYS. DOHERTY, WALLACE, PILLSBURY &  
 MURPHY, P.C.  
 ONE MONARCH PLACE - SUITE 1900  
 1414 MAIN ST  
 SPRINGFIELD, MA 01144

I certify from available information that all taxes, assessments and charges now payable that constitute liens as of the date of this certificate on the parcel of real estate specified in your application received on 08/25/2009 are listed below.

DESCRIPTION OF PROPERTY

Parcel ID: 0121-00001 GRANDVIEW ST  
 CITY OF CHICOPEE  
 Land area : 16.90 AC  
 Land Value : 954,600  
 Impr Value : 1,169,600  
 Land Use : 0  
 Exemptions : 943,800  
 Taxable Value: 1,180,400

GRANDVIEW FARMS INC  
 45 GRANDVIEW ST  
 CHICOPEE MA 01013-3531

Deed date: 02/04/1982 Book/Page: 5216 - 280 Doc.# 2733  
 08/24/1982 5299 - 178 - 182  
 Class: 719-61A NURSERIES-GENERAL

FISCAL YEAR	2009	2008	2007
DESCRIPTION			
COMMERCIAL RE TAX	\$ .00	\$ .00	\$33,200.39
COMMERCIAL RE TAX	\$33,192.85	\$30,702.20	\$ .00
COMMITTED INTEREST-EPA STOR	\$ .00	\$27.01	\$ .00
LIEN-EPA STORM PRINCIPAL	\$ .00	\$320.33	\$ .00
TOTAL BILLED:	\$33,192.85	\$31,049.54	\$33,200.39
Charges/Fees	\$5.00	\$5.00	\$ .00
Abatements/Exemptions	\$ .00	\$ .00	\$ .00
Payments/Credits	\$ .00	-\$6,656.10	-\$33,200.39
Interest to 09/01/2009	\$2,896.41	\$4,850.06	\$ .00
TOTAL BALANCE DUE:	\$36,094.26	\$29,248.50	\$ .00
TOTAL INTEREST PER DIEM:	\$22.0877		



OTHER UNPAID BALANCES:	
2008 UTILITY BILLING	\$752.84
2009 UTILITY BILLING	\$8,939.74
2010 UTILITY BILLING	\$160.00

NOTE: F/Y 2009 TAXES 1ST HALF DUE 12/03/2008  
2ND HALF DUE 05/01/2009

CALL THE UTILITY AND ELECTRIC LIGHT DEPTS. FOR FINAL READINGS

All utility payments to be paid to the Collector.  
ELECTRIC:08/12/09 \$ 60.08 NOT PAID ACCT. 7315500 - 01  
Electric payments to be paid to the Chicopee Electric Light.

  
CAROLE J. HARMS  
CITY COLLECTOR

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE

State Tax Form 290  
Certificate: 1135  
Issuance Date: 09/15/2009

MUNICIPAL LIEN CERTIFICATE  
CITY OF CHICOPEE  
COMMONWEALTH OF MASSACHUSETTS

Requested by ATTYS. DOHERTY, WALLACE, PILLSBURY &  
MURPHY, P.C.  
ONE MONARCH PLACE - SUITE 1900  
1414 MAIN ST  
SPRINGFIELD, MA 01141

I certify from available information that all taxes, assessments and charges now payable that constitute liens as of the date of this certificate on the parcel of real estate specified in your application received on 09/11/2009 are listed below.

DESCRIPTION OF PROPERTY

Parcel ID: 0121-00002

ACKER CIR  
CITY OF CHICOPEE

GRANDVIEW FARMS INC  
45 GRANDVIEW ST  
CHICOPEE

MA 01013-3531

Land area : 0.26 AC  
Land Value : 65,800  
Impr Value : 0  
Land Use : 0  
Exemptions : 0  
Taxable Value: 65,800

Deed date: Book/Page: 2 D/00000  
Class: 131-POTENTIALLY DEVELOPABLE-GENEERL

FISCAL YEAR	2009	2008	2007
DESCRIPTION			
RESIDENTIAL RE TAX	\$ .00	\$ .00	\$650.76
RESIDENTIAL RE TAX	\$868.56	\$813.29	\$ .00
TOTAL BILLED:	\$868.56	\$813.29	\$650.76
Charges/Fees	\$5.00	\$5.00	\$ .00
Abatements/Exemptions	\$ .00	\$ .00	\$ .00
Payments/Credits	\$ .00	-\$406.65	-\$650.76
Interest to 09/15/2009	\$80.46	\$82.98	\$ .00
TOTAL BALANCE DUE:	\$954.02	\$494.62	\$ .00

TOTAL INTEREST PER DIEM: \$.4891

NOTE: F/Y 2009 TAXES 1ST HALF DUE 12/03/2008

2ND HALF DUE 05/01/2009

CALL THE UTILITY AND ELECTRIC LIGHT DEPTS. FOR FINAL READINGS

All utility payments to be paid to the Collector.

ELECTRIC: NONE

Electric payments to be paid to the Chicopee Electric Light.

*Carole J. Harms*

CAROLE J. HARMS  
CITY COLLECTOR