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BIDDER'S INFORMATIONAL PACKAGE

LOT #18, GRANBY ROAD CHICOPEE, MASSACHUSETTS

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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 JTM REALTY COMPANY, LLC, a Massachusetts limited liability company, to WESTFIELD BANK, dated September 15, 2005, recorded at Hampden County Registry of Deeds in Book 15334, Page 243, 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 12:00 Noon, on Tuesday the 17th 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:

LOT #18, PARCEL #144, GRANBY ROAD, CHICOPEE, MASSACHUSETTS 01013

Beginning at a point on the Southerly side of Granby Road, which point is distant Easterly fifty-nine (59) feet from the Northeasterly corner of land now or formerly of one Hamilton; and running thence

Southerly at right angles to Granby Road, two hundred sixty-five (265) feet to an iron pin; thence

Westerly at right angles to the to the last course, two hundred sixty-nine and 50/100 (269.50) feet to an iron pin in line of land now or formerly of one Myers and the Southwesterly corner of land now or formerly of one Wojcicki; thence

Southwesterly along said Myers' land, ninety-six and 66/100 (96.66) feet to an iron rod; thence

Southwesterly in a line forming an interior angle of 199° 09' with the last course, one hundred eighty-nine and 65/100 (189.65) feet to an iron rod; thence

Northwesterly in a line forming an interior angle of 246° 07' with the last course, three hundred sixty-two and 60/100 (362.60) feet to Granby Road, thence

Westerly along said Granby Road, two hundred forty-nine and 50/100 (249.50) feet to an angle in the road; thence

Southwesterly along said Road, forty (40) feet; thence

Southerly through a large tree and through an iron rod, three hundred ten (310) feet to the Chicopee River; thence

Easterly and Southeasterly along the River, one thousand thirty (1,030) feet, more or less, to an iron pin at land of the Dwight Manufacturing Co.; thence

N. 42° 19' E. one hundred thirty-two (132) feet to a stone bound; thence

S. 56° 11' E. forty-nine and 5/10 (49.5) feet to a stone bound; thence

76° 49' E. one hundred thirty-two (132) feet to a stone bound; thence

N. 47° 49' E. four hundred twenty-nine (429) feet to a stone bound; thence

S. 39° 55' W. six hundred sixty-seven and 9/10 (667.9) feet to the Chicopee River, the last five (5) courses being by land of the Dwight Manufacturing Co.; thence Southeasterly and Easterly by the Chicopee River, two hundred eighty (280) feet, more or less, to land now or formerly of one Patterson; thence Northerly eight hundred twenty-two and 12/100 (822.12) feet to an old stone bound; thence Northerly in a line forming an interior angle of 160° 09' with the last course three hundred eighty and 19/100 (380.19) feet to an old stone bound; thence Northerly in a line forming an interior angle of 177° 33' with the last course, three hundred fifty-two and 14/100 (352.14) feet to Granby Road; thence Westerly along said Road to the place of beginning.

Except that parcel of land taken by the City of Chicopee and recorded in the Hampden County Registry of Deeds in Book 1676, Page 19, and also that parcel of land taken by the said City recorded with Hampden County Registry of Deeds in Book 1690, Page 457, and also that parcel of land situated in said Chicopee and recorded as aforesaid in Book 1648, Page 539.

Subject to an easement to the City of Chicopee as set forth in an instrument recorded as aforesaid in Book 3090, Page 282.

Being the same premises conveyed to the mortgagor herein by deed of Joseph F. Partyka which deed is recorded as aforesaid in Book 9633, Page 160.

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 **LOT #18, PARCEL #144 GRANBY ROAD, 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: 1070
 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, 01 144

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: 0144-00018

GRANBY RD
 CITY OF CHICOPEE

JTM REALTY COMPANY LLC
 45 GRANDVIEW ST
 CHICOPEE MA 01013-3531

Land area : 18.80 AC
 Land Value : 278,500
 Impr Value : 0
 Land Use : 0
 Exemptions : 0
 Taxable Value: 278,500

Deed date: 09/26/1996 Book/Page: 9633/00160
 Class: 440-DEVELOPABLE LAND-GENERAL

FISCAL YEAR	2009	2008	2007
DESCRIPTION			
COMMERCIAL RE TAX	\$.00	\$.00	\$5,460.21
COMMERCIAL RE TAX	\$7,831.42	\$7,243.79	\$.00
TOTAL BILLED:	\$7,831.42	\$7,243.79	\$5,460.21
Charges/Fees	\$5.00	\$5.00	\$5.00
Abatements/Exemptions	\$.00	\$.00	\$.00
Payments/Credits	\$.00	\$.00	-\$5,465.21
Interest to 09/01/2009	\$683.37	\$1,642.05	\$.00
TOTAL BALANCE DUE:	\$8,519.79	\$8,890.84	\$.00
TOTAL INTEREST PER DIEM:	\$5.7822		

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

State Tax Form 290
 Certificate: 1072
 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: 0144-0018A

GRANBY RD
 CITY OF CHICOPEE

GRANDVIEW FARMS INC
 45 GRANDVIEW ST
 CHICOPEE MA 01013

Land area	:	3.00 AC
Land Value	:	30,100
Impr Value	:	0
Land Use	:	0
Exemptions	:	0
Taxable Value:		30,100

Deed date: 06/20/2007 Book/Page: 16754/435
 Class: 440-DEVELOPABLE LAND-GENERAL

FISCAL YEAR	2009	2008	2007
DESCRIPTION			
COMMERCIAL RE TAX	\$846.41	\$782.90	\$.00
Charges/Fees	\$5.00	\$5.00	\$.00
Abatements/Exemptions	\$.00	\$.00	\$.00
Payments/Credits	\$.00	-\$391.45	\$.00
Interest to 09/01/2009	\$73.86	\$77.77	\$.00
TOTAL BALANCE DUE:	\$925.27	\$474.22	\$.00
TOTAL INTEREST PER DIEM:	\$.4747		

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

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE