

TABLE OF CONTENTS

BIDDER'S INFORMATIONAL PACKAGE

50 WEST STATE STREET GRANBY, MASSACHUSETTS

DESCRIPTION	PAGE #
MORTGAGEE'S SALE OF REAL ESTATE	1-6
FORECLOSURE DEED	7
MEMORANDUM OF SALE	8-12
AFFIDAVIT OF SALE	13
EASEMENT AGREEMENT TO GRANT	14-15
EASEMENT DEED	16-17
MUNICIPAL LIEN CERTIFICATE.....	18

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.

Exhibit A

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage ("Mortgage") given by Rugg Lumber Company, Inc. ("Mortgagor") to Greenfield Savings Bank (the "Mortgagee") dated July 1, 2005 and recorded with the Hampshire County Registry of Deeds in Book 8331, Page 234, for breach of the conditions of said Mortgage and for the purpose of foreclosing the same, a portion of the premises described in said Mortgage will be sold at Public Auctions as follows: a portion of the mortgaged premises known as 9 Mechanic Street, Ware, Massachusetts (the "Ware Property"), described as Parcel 2 in said Mortgage will be sold AT 2:00 p m on Monday, October 19, 2009 at the Ware Property; the mortgaged premises known as 50 West State Street, Granby, Massachusetts (the "Granby Property"), described as Parcel 1 in said Mortgage will be sold AT 2:00 p m on Tuesday, October 20, 2009 at the Granby Property.

The mortgaged premises are described below:

"Parcel 1 -- 50 West State Street, Granby

Beginning at a point on the Southerly line of Granby Road on U.S. Route #202, said point being at the Northwesterly corner of Palys Gas Station Lot and at the Northeasterly corner of the parcel hereby conveyed; thence running Southeasterly at a right angle to said Southerly line of Granby Road a distance of three hundred feet (300') to a point; thence turning at an interior angle of 270° and running Northeasterly two hundred ninety and ten one hundredths feet (290.10') to a point at land now or formerly of Cloutier; thence turning at an interior angle of 98°33' and running Southeasterly a distance of three hundred three and thirty-seven one hundredths feet (303.37') to a point; thence turning at an interior angle of 81° 27' and running Southwesterly a distance of six hundred thirty-five and twenty one hundredths feet (635.20') to a point at other land of the grantor herein; thence turning at an interior angle of 90° and running Northwesterly a distance of six hundred feet (600') to the Southerly line of said Granby Road; thence turning at an interior angle of 90° and running along the Southerly line of Granby Road a distance of three hundred feet (300') to the point of beginning; containing six (6) acres, more or less.

All as more particularly shown on Plan entitled "Survey for Earl M. Ingham, Granby, Mass." Drawn by John J. McCool dated April 1957 and recorded in the Hampshire County Registry of Deeds in Plan Book 58, Page 31.

Being the same premises conveyed to the Mortgagor by Deed of The Street Lumber Corporation dated July 1, 2005 and recorded on July 5, 2005 in said Registry at Book 8331, Page 228.

Parcel 2 - 9 Mechanic Street, Ware

Parcel A

The land in Ware, Hampshire County, situate off Mechanic Street, bounded and described as follows:

Beginning at a bound on the westerly line of Mechanic Street;
thence North 68° 40' West two hundred forty-two (242) feet on land of Ware Lumber Company to an iron pin driven in the ground at the easterly side line of the location of the Boston and Albany Railroad, Ware River Branch;
thence South 21° 20' West two hundred seventy-four and sixteen hundredths (274.16) feet on location of said Boston and Albany Railroad to an iron pin driven in the ground;
thence South 13° 6' 30" East eight and four tenths (8.4) feet on location of said Boston and Albany Railroad to a pin driven in the ground;
thence South 21 ° 20' West one hundred seventy-four (174) feet on location of said Boston and Albany Railroad to the center line of a stone wall at land now or formerly of one Sage;
thence South 59° 20' East one hundred thirty-four and six tenths (134.6) feet along the center line of said stone wall on land formerly of said Sage to a corner in said Wall;
thence South 83° 19' East one hundred fourteen (114) feet along the center line of said stone wall on land formerly of said Sage to a point;
thence South 86° East one hundred sixty-eight (168) feet along the center line of said stone wall on land formerly of said Sage to land conveyed by Ware Lumber Company to Beatrice Southworth, now of the Town of Ware;
thence North 4° 09' East two hundred forty-nine and seven tenths (249.7) feet on said land of the Town of Ware (Town Barn) to an iron pin driven in the ground;
thence North 70° 19' West forty-seven and seven tenths (47.7) feet on said land of the Town of Ware to an iron pin driven in the ground;
thence North 18° 38' East on said land of the Town of Ware twenty (20) feet;
thence continuing North 18° 38' East on land formerly of J. T. Wood Company forty (40) feet to an iron pin driven in the ground at the easterly line of Mechanic Street, and at the southerly end thereof;
thence North 70° 33' West forty (40) feet along the southerly end of the location of said Mechanic Street to an iron pin driven in the ground at the westerly line of said Mechanic Street;
thence North 20° 38' East one hundred and two tenths (100.2) feet along the westerly line of said street to the point of beginning.

Subject to an easement to the Inhabitants of the Town of Ware dated September 20, 1937, recorded with Hampshire County Registry of Deeds, Book 927, Page 435, and subject to such rights as have been acquired by the Town by use of the driveway to the Town Barn, if any.

EXCEPTING from the above conveyance that portion conveyed to Earl E. Roy and Enid E. Roy, husband and wife, by deed dated May 18, 1972, recorded in Hampshire Registry of Deeds, Book 1635, Page 229, which piece previously conveyed is bounded and described as follows:

The land in Ware, Hampshire County, Mass., bounded and described as follows:

Beginning at a concrete bound marking the Westerly terminus of Mechanic Street; thence South 70° 30' 00" East along said Mechanic Street, forty (40) feet to a concrete bound marking the Easterly terminus of Mechanic Street;

thence North 19° 30' 00" East, ten and twenty-five hundredths (10.25) feet to a concrete bound at land of the Inhabitants of the Town of Ware;

thence South 69° 02' 04" East along land of the Inhabitants of the Town of Ware, fifty-three and fifty-four hundredths (53.54) feet to a concrete bound;

thence South 4° 09' 55" West still along land of the Inhabitants of the Town of Ware, two hundred fifty-three and thirty-seven hundredths (253.37) feet to an iron pin at other land of Earl E. Roy, et ux;

Thence North 87° 27' 24" West along other land of the said Roys, sixty and twelve hundredths (60.12) feet to a concrete bound at other land now or formerly of the grantors;

Thence North 3° 35' 00" West along other land now or formerly of the grantors, two hundred one and fifty-one hundredths (201.51) feet to a concrete bound;

Thence North 00° 03' 54" West still along other land now or formerly of the grantors, seventy-one and seventy-six hundredths (71.76) feet to the concrete bound at the point of beginning.

Containing 20,441 square feet, more or less.

Being that parcel of land shown on a "Plan of Land in Ware, Massachusetts, prepared for Earl Roy; Almer Huntley, Jr. & Associates, Inc., Registered Land Surveyors and Civil Engineers," recorded in Hampshire Registry of Deeds, Plan Book 82, Plan 28.

Also granting and conveying to the grantee herein the right to use for all purposes for which a public way is commonly used, that portion of the premises conveyed to the said Earl E. Roy and Enid E. Roy designated on the plan by Almer Huntley, Jr. & Associates, Inc., as "Proposed Traveled Way."

Excepting so much thereof as was conveyed by Gilbert S. Southworth to the Inhabitants of the Town of Ware, by deeds dated April 16, 1955, and April 20, 1956, recorded as aforesaid (respectively) Book 1193, Page 97; and Book 1219, Page 54.

Parcel B

The land in said Ware, with the buildings thereon, on Mechanic and Maple Streets, more particularly bounded and described as follows:

Beginning at a point* on the westerly line of Mechanic Street (1896 layout) at the corner of land of Jackson et al as described in deed recorded with Hampshire County Registry of Deeds in Book 1599, Page 704;

thence W. 70° 15' 43" W. along last named land, two hundred thirty-nine and 16/100 (239.16) feet, to the easterly sideline of the location of the Boston and Albany Railroad, Ware River Branch, now or formerly;

thence Northerly along said Railroad land, four hundred sixty-five (465) feet, more or less, to a point on the southerly line of Maple Street;

thence Easterly along said Maple Street, twenty (20) feet, more or less; to the northwesterly corner of land of Jablonka as described in Deed recorded as aforesaid in Book 1582, Page 120;

thence Southerly along said Jablonka Land, one hundred twenty-two (122) feet, more or less, to the southeasterly corner thereof;

thence Easterly along said Jablonka land, one hundred forty-six (146) feet, more or less, to the westerly line of Mechanic Street;

thence Southerly along said Mechanic Street, three hundred seventy-two (372) feet, more or less, to the point of beginning.

*the point of beginning is marked with an iron pin set in the westerly line of Mechanic Street approximately three hundred seventy-two (372) feet southerly from the southeasterly corner of land formerly of Marcin Jablonka et al (see Book 740, Page 524 in said Registry) and now of William V. Jablonka et ux (see Book 1582, Page 120 in said Registry).

Being the same premises conveyed to the Mortgagor by Deed of The Street Lumber Corporation dated July 1, 2005 and recorded on July 5, 2005 in said Registry at Book 8331, Page 230."

There is also included in each sale all equipment and fixtures situated on the above-described premises to the extent the same are part of the realty.

Each of said premises will be sold and conveyed subject to and with the benefit of the following, if any there be, insofar as in force and applicable and having priority over the Mortgage: any and all restrictions, easements, improvements, covenants, unpaid taxes, tax titles, municipal liens, assessments, other liens or claims in the nature of liens, rights of parties in possession, attachments and encumbrances, boundary line disputes, overlaps, encroachments and any matters which would be disclosed by an accurate survey and inspection of the premises.

The Granby Property will also be sold subject to and with the benefit of the following, to the extent the same are in force and applicable: Order of Taking by the Town of Granby for a sewer line dated October 4, 1993 and recorded in the Hampshire County Registry of Deeds in Book 4319, Page 133 and Order of Conditions issued by the Granby Conservation Commission dated December 17, 2002 and recorded as aforesaid in Book 6945, Page 1.

The Ware Property will also be sold subject to and with the benefit of the following, to the extent the same are in force and applicable: Easement to the Town of Ware to construct and maintain a water main and sewer line within a strip of land 6 foot in width running southeasterly across Parcel 1 from the abutting land in Boston and Maine Railroad to Mechanic Street.

TERMS OF SALE. The successful bidder at each sale will be required to make a deposit at the sale as follows: For the sale of the Ware Property, an initial deposit shall be paid at the time and place of the foreclosure sale in the amount of \$20,000 and for the sale of the Granby Property an initial deposit shall be paid at the time and place of the foreclosure sale in the amount of \$25,000. Within five (5) business days after each sale an additional deposit shall be paid by the successful bidder sufficient to bring the aggregate deposit for such sale up to an amount equal to ten (10%) per cent of the auction price for such sale. Each deposit shall be paid by the successful bidders to Shatz, Schwartz and Fentin, P.C. ("Escrow Agent") as earnest money, by certified or bank cashier's check, unless otherwise announced at the sale. The successful bidder in each sale will be required to pay the balance of the purchase price plus a five (5%) per cent commission payment to the auctioneer in addition to the bid price, within thirty (30) days from the date of sale. TIME WILL BE OF THE ESSENCE.

In the event that the successful bidder at the public auction shall default in purchasing the within described property according to the terms of this Notice of Mortgagee's Sale and/or the terms of the Memorandum of Sale executed at the public auction, the Mortgagee reserves all of its rights against such successful bidder and in addition, Mortgagee may, at its election, purchase the property for the amount bid by the successful bidder or sell the property to the second highest bidder at the public auction, provided that Mortgagee in its discretion may require, (i) said second highest bidder to deposit with the Escrow Agent the amount of the required deposits as set forth herein within three (3) business days after written notice to the second highest bidder of the default of the previous highest bidder, (ii) the second highest bidder to execute a Memorandum of Sale and (iii) the closing to occur within twenty (20) days of said written notice time being of the essence.

The Mortgagee reserves the right to sell any parcel or any portion thereof separately, or in any order that Mortgagee may choose and/or to postpone either sale to a later time or date by public proclamation at the time and date appointed for the sale and to further postpone any adjourned sale date by public proclamation at the time and date appointed for the adjourned sale date. The description for the premises contained in said Mortgage shall control in the event of a typographical error in this publication.

The successful bidder shall pay all recording fees and documentary stamps in connection with the transfer of the premises, any costs of obtaining smoke detectors, carbon monoxide detectors and smoke and carbon monoxide detector certificates and the transfer or issuance of any licenses, all real estate taxes, tax titles, and municipal charges due as of the date of sale and those due thereafter through the date of Closing, as well as all of its costs in connection with the transaction, including but not limited to title examinations and title premiums. No adjustments whatsoever will be made, whether for taxes, municipal charges, utilities or otherwise.

Other terms to be announced at the time and place of sale.

The successful bidder at each sale will be required to sign at the auction sale a Memorandum of Sale containing the terms of sale.

Date: September 28, 2009 Greenfield Savings Bank, Mortgagee

By Shatz, Schwartz and Fentin, P.C.
Their attorneys
Gary S. Fentin, Esquire
1441 Main Street
Springfield, MA 01103
(413) 737-1131

Exhibit A

Foreclosure Deed

Greenfield Savings Bank, a Massachusetts bank having a usual place of business at 400 Main Street, Greenfield, MA 01301, holder of a mortgage

from Rugg Lumber Company, Inc.

to Greenfield Savings Bank

dated July 1, 2005 and recorded with the Hampshire County Registry of Deeds

at Book 8331, Page 234

by power conferred by said mortgage and every other power, for \$ _____, paid, grants to _____

a portion of the premises conveyed by said mortgage located at 50 West State Street, Granby, MA, more particularly described in attached Exhibit A.

Executed under seal this _____, 2009..

GREENFIELD SAVINGS BANK

By _____

COMMONWEALTH OF MASSACHUSETTS

County of _____

On this _____, 2009 before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, namely the person was [known to me, identified by affirmation of a credible witness, or identified in _____], to be the person whose name is signed on the preceding or attached document and acknowledged to me that such person is the duly authorized _____ of Greenfield Savings Bank, and that such person signed such document voluntarily as such person's free act and deed for its stated purpose on behalf of such Greenfield Savings Bank.

_____ sign and stamp

08\0605\Foreclosure\0CDrafts\04 Deed & Affidavit Granby

MEMORANDUM OF SALE

This Memorandum of Sale is made this October ____, 2009, by and among Greenfield Savings Bank of 400 Main Street,, Greenfield, MA 01301 (the "Mortgagee"), Aaron Posnik & Co., Inc., of Springfield, MA (the "Auctioneer") and _____ of _____ (the "Buyer").

1. MORTGAGEE'S SALE AT PUBLIC AUCTION. Pursuant to a public auction (the "Auction") conducted on October 20, 2009 by the Auctioneer on behalf of the Mortgagee as holder of a Mortgage from Rugg Lumber Company, Inc. ("Mortgagor") to Mortgagee dated July 1, 2005, and recorded in the Hampshire County Registry of Deeds, Book 8331, Page 234 (the "Mortgage") and pursuant to the Power of Sale contained therein, the Buyer, as the highest bidder, agrees to purchase the property described below (the "Property") in accordance with the terms hereof.

2. DESCRIPTION OF THE PROPERTY. The Property shall mean the following:

a. The Property. A certain parcel of land with the buildings thereon situated at 50 West State Street, Granby, Hampshire County, Massachusetts, as more particularly described in the Mortgagee's Notice of Sale ("Mortgagee's Notice") attached to the form of Deed and Affidavit attached as Exhibit A and incorporated herein by reference, together with the property and subject to the terms and conditions set forth in said Mortgagee's Notice (the "Property").

b. Inaccuracy of the description of the Property and known and unknown defects SHALL NOT BE REASON FOR FAILURE ON THE PART OF THE BUYER TO COMPLETE THE SALE. The Buyer will consider the Property as sufficiently described by the descriptions available at the time of the Auction. Verbal qualifications by the Mortgagee or Auctioneer or their respective agents SHALL NOT INVALIDATE nor become part of this sale as THE BUYER HAS EXAMINED THE PROPERTY TO HIS/HER SATISFACTION.

3. TRANSFER OF THE PROPERTY. The Property shall be conveyed by mortgagee's deed (Massachusetts General Laws, Chapter 183), under the statutory power of sale and delivered together with an Affidavit, such Deed and Affidavit to be substantially in the form set forth in attached as Exhibit A.

4. PRICE AND DEPOSIT. The bid price for which the Property has been sold to the Buyer is \$_____ of which \$25,000 has been paid this day in escrow to Shatz, Schwartz and Fentin, P.C. ("Escrow Agent") in accordance with the terms of the Mortgagee's Notice. Within five (5) business days after the sale an additional deposit shall be paid by the Buyer sufficient to bring the aggregate deposit up to an amount equal to ten (10%) per cent of the auction price. The Buyer will be required to pay the balance of the purchase price plus a 5.0% commission payment to the auctioneer in addition to the bid price, within thirty (30) days from the date of sale. The Mortgagee shall deposit such amount in a noninterest bearing account.

5. BALANCE OF PRICE; CLOSING. The deed and associated papers shall be delivered and the balance of the consideration paid by certified or bank treasurer's check at the office of Shatz, Schwartz and Fentin, P.C., 1441 Main Street, Springfield, Massachusetts at ten o'clock (10:00) A.M. on or before the date that is thirty days from the date of this Agreement, time being of the essence, unless Mortgagee otherwise agrees (the "Closing").

6. TITLE. Buyer acknowledges that it has reviewed this Memorandum of Sale, the Mortgagee's Notice, the Municipal Lien Certificate, and all other materials delivered at the sale (referred to collectively as the "Bidder's Package"), and agrees to purchase the Property subject to the items disclosed in such Bidder's Package.

In the event the Mortgagee cannot convey title to the Property as stipulated, for any reason whatsoever except the fault of the Buyer, the deposit shall be refunded and all rights hereunder shall cease, and the Buyer shall have no recourse against the Mortgagee or Escrow Agent or their employees, agents and representatives, whether at law or in equity; provided, however, that at the election of the Buyer and the Mortgagee, Buyer may accept such title as the Mortgagee can deliver to the Property in its then condition and to pay therefor the purchase price without deduction.

7. RISK OF LOSS/INJURY.

a. Mortgagee shall be under no obligation to maintain casualty insurance covering the Property after the execution of this Agreement. If the Property is damaged by fire or other casualty after the date hereof and prior to the Closing, Buyer shall nonetheless accept the deed to the Property and pay therefor the full balance of the bid price. Buyer may at its expense, obtain insurance on the Property upon the execution of this Agreement to insure itself against any loss or damage occurring prior to Closing. In the event of any loss or damage has occurred to the Property prior to the execution of this Agreement, any insurance proceeds now or hereafter received for such damage shall belong to the Mortgagee, it being acknowledged that, except as stated herein, the Premises shall be delivered in their AS IS condition.

b. Neither Buyer nor any of its agents or employees shall enter upon the Property prior to Closing for any purpose without obtaining the prior written authorization of the Mortgagee. In the event Mortgagee, in its sole and exclusive discretion, permits the Buyer or its agents to enter upon the Property, Buyer indemnifies Mortgagee for any loss, damage, liability or expense, including reasonable attorneys' fees, incurred on account of such entry and any activity conducted by Buyer, it being acknowledged that any entry or activity shall be at the sole risk and expense of the Buyer.

8. ACCEPTANCE OF DEED. The acceptance of a deed to the Property by the Buyer shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed or arising out of said Auction on the part of the Mortgagee to be performed or observed. The Mortgagee shall be under no obligation to provide any certifications or affidavits to the Buyer, Buyer's lender or title company with regard to the conduct of the sale or condition of the Property.

9. CONDITION OF THE PROPERTY. THE PROPERTY IS BEING SOLD "AS IS", "WHERE IS", AND "WITH ALL FAULTS" AS OF THE DATE OF CLOSING. MORTGAGEE WILL MAKE NO AGREEMENT TO ALTER, REPAIR OR IMPROVE THE PROPERTY. MORTGAGEE AND AUCTIONEER SPECIFICALLY DISCLAIM ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY OR ITS OPERATION, OR ANY OF THE INFORMATION CONTAINED IN THE BIDDER'S PACKAGE, EXCEPT AS SPECIFICALLY SET FORTH IN THE MEMORANDUM OF SALE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION AS TO CONSTRUCTION, FITNESS FOR HABITATION, ZONING, USE, OR CONDITION OF THE PROPERTY, OR THE EXISTENCE ON OR UNDER THE PROPERTY OF ANY OIL, HAZARDOUS WASTE, SUBSTANCES, OR MATERIALS, ASBESTOS, UREA FORMALDEHYDE FOAM INSULATION, LEAD PAINT OR ABOVE GROUND OR UNDERGROUND STORAGE TANKS FOR OIL OR OTHER MATERIALS. BUYER SHOULD INDEPENDENTLY EXAMINE, OR HAVE ITS OWN CONSULTANTS EXAMINE, ALL FINANCIAL AND LEGAL DOCUMENTS, CONTRACTS, LICENSES, PERMITS, ENVIRONMENTAL MATTERS, AND INFORMATION RELATING TO THE PROPERTY. ALL PURCHASES OF THE PROPERTY WILL BE BASED SOLELY ON BUYER'S OWN INDEPENDENT INVESTIGATIONS AND FINDINGS AND NOT IN RELIANCE ON ANY INFORMATION PROVIDED BY MORTGAGEE OR AUCTIONEER. IN THE EVENT ANY INFORMATION CONTAINED IN THE BIDDER'S PACKAGE VARIES FROM DATA OBTAINED ELSEWHERE, THE INFORMATION CONTAINED IN THE BIDDER'S PACKAGE SHALL GOVERN, SUBJECT TO BEING UPDATED AT THE SALE.

Without limiting the generality of the foregoing, it is acknowledged as follows:

a. No representation or warranty is made as to whether any contracts, leases, licenses or permits (including without limitation any licenses or permits needed to operate any aspect of the Property) are in full force and effect, whether the same are transferable or assumable, or whether they terminate upon sale of the Property.

b. No representation is made as to the zoning or permitted use of the Property.

c. No representation is made as to whether any Certificate of Municipal Liens or any tax information is accurate or complete or whether the Property can be used for any particular purpose. Buyer assumes full responsibility with regard to municipal charges, including without limitation, taxes and tax titles, outstanding as of the date of the foreclosure sale and those outstanding as of the Closing and for determining the proper uses for the Property.

d. As described in the Mortgagee's Notice, the premises will be sold and conveyed subject to and with the benefit of the following, if any there be, insofar as in force and applicable and having priority over the Mortgage: any and all restrictions, easements, improvements, covenants, boundary line disputes, overlaps, encroachments and any matters which would be disclosed by an accurate survey and inspection of the premises. Reference is made to the Agreement to Grant Easement and Easement attached as Exhibits B and C to the

Memorandum of Sale. The Mortgagee agrees to deliver a fully executed original of the Easement to the Buyer at closing. No representation is made hereunder as to the effect of such Agreement or the priority of the Easement and Buyer may, in its sole discretion, decide whether to complete and record the Easement.

e. The Buyer agrees to investigate all of the foregoing prior to the sale to its satisfaction and indemnifies and holds the Mortgagee harmless from all liability and expenses, including reasonable attorney's fees, incurred by Mortgagee on account of the condition or use of the Property.

10. BUYER'S DEFAULT; DAMAGES. The Auction sale is not complete until the Buyer has executed this Memorandum of Sale and made the required deposit. Failure of the Buyer to execute this Memorandum of Sale or failure by the Buyer to fulfill the Buyer's agreements herein, shall constitute a default hereunder. Upon Buyer's default, Mortgagee shall be entitled, at its election, to either retain the deposit as liquidated damages or to hold Buyer responsible for all damages caused by its breach of contract, including, without limitation any deficiency resulting from a resale, whether to the second highest bidder, Mortgagee, or otherwise, together with costs of resale and any costs of maintaining or owning the Property. In the event Mortgagee resells the Property, Buyer shall have no claim to any excess of the eventual sale price over the amount bid.

11. ASSIGNMENT. The successful bidder may not assign the bid or its rights under this Memorandum of Sale without the prior written consent of the Mortgagee.

12. DEED STAMPS, DETECTORS, FEES, ADJUSTMENTS. The Buyer shall pay all recording fees and documentary stamps and sales tax in connection with the transfer of the Property, all costs of obtaining smoke detectors and carbon monoxide detectors and smoke and carbon monoxide detector certificates, any real estate taxes, tax titles, or tax lien, and municipal charges due as of the date of this Agreement and those due from the date of this Agreement to the date of the Closing, as well as all of Buyer's costs in connection with the transaction, including but not limited to title examinations and title premiums. There shall be no adjustments whatsoever, whether for taxes, municipal charges, rent, utilities or otherwise.

13. CONSTRUCTION OF AGREEMENT. This instrument is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the Mortgagee and the Buyer. If two or more persons are named herein as Buyer, their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Memorandum or to be used in determining the intent of the parties.

End of page. Signature page to follow.

IN WITNESS WHEREOF, the parties have executed this Memorandum in multiple counterparts as of the date first written above.

GREENFIELD SAVINGS BANK
Mortgagee

By: _____

BUYER

By: _____

AARON POSNIK & COMPANY, INC.
AUCTIONEER

By: _____

Received from Buyer the sum of \$25,000 as a deposit on account of the above Memorandum, subject to the terms and conditions of sale hereinabove set forth.

SHATZ, SCHWARTZ AND FENTIN, P.C.
attorney for the Mortgagee

By: _____

Exhibits

- A - Form of Deed and Affidavit and attached Mortgagee's Notice
- B - Agreement to Grant Easement
- C - Easement

8\0605\Foreclosure\0CDrafts\04 Memo of Sale Granby

Affidavit of Sale

_____, the _____ of Greenfield Savings Bank, named in the foregoing deed, make oath and say that the principal, interest and tax obligations mentioned in the above-described mortgage were not paid or tendered or performed when due prior to the sale and that

I caused to be published on September 28, 2009, October 5, 2009 and October 12, 2009, in the Hampshire Gazette, a newspaper having a general circulation in such Granby, MA, a notice of which a true copy is attached hereto as Exhibit A and made a part hereof.

Attach tear sheet.

I also complied with Chapter 244, Section 14 of the Massachusetts General Laws, as amended, by mailing the required notices by registered mail, return receipt requested.

Pursuant to said notice at the time and place therein appointed, Greenfield Savings Bank sold the mortgaged premises at public auction by Aaron Posnik & Company, Inc., of Springfield, MA, a licensed auctioneer, to _____ (the "Buyer") for \$ _____ bid by said Buyer, being the highest bid made therefor at said auction.

If sale is postponed, include "The sale was postponed, by public proclamation, to _____, at _____, upon the mortgaged premises, at which time and place upon the mortgaged premises _____ sold the mortgaged premises at public auction by _____, an auctioneer to _____"

Executed under seal this _____, 2009.

GREENFIELD SAVINGS BANK.

By _____

COMMONWEALTH OF MASSACHUSETTS

County of _____

On this _____, 2009 before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, namely the person was [known to me, identified by affirmation of a credible witness, or identified in _____], to be the person whose name is signed on the preceding or attached document and acknowledged to me that such person is the duly authorized _____ of Greenfield Savings Bank, and that such person signed such document voluntarily as such person's free act and deed for its stated purpose on behalf of such Greenfield Savings Bank.

_____ sign and stamp

08\0605\Foreclosure\0CDrafts\04 Deed & Affidavit Granby

Easement Agreement to Grant

This Agreement is dated as of July 2, 2009 by and between Greenfield Savings Bank of 400 Main Street, Greenfield, MA 01301 (the "Bank") and The Street Lumber Corporation of 116 Brockway Lane, South Hadley, MA 01075 ("Street").

Background:

A. Street is the owner of land described as approximately 16.06 acres off West State Street, Granby, Hampshire County, Massachusetts and more particularly described in a deed from Earl M. Ingham to The Street Lumber Corporation dated 3-15-71 and recorded in the Hampshire County Registry of Deeds in Book 1591, Page 124 ("Street Premises").

B. The Bank is the holder of a mortgage dated July 1, 2005, on property adjacent to the Street Premises (the "Mortgaged Premises"), which mortgage was recorded in said Registry at Book 8331, Page 234 (the "Mortgage").

C. An Easement Deed dated July 1, 2005 between Street and Rugg Lumber Company, Inc. ("Rugg") was recorded on July 22, 2008 in the Hampshire County Registry of Deeds at Book 9548, Page 109 purporting to grant to Rugg an easement for the creation and maintenance of a pond (the "Prior Easement").

D. The Bank has requested that Street grant to the Bank, its successors and assigns and any purchaser of the Mortgaged Premises an easement over the Street Premises for the following purposes:

- (1) to permit the encroachment of the building shown on the Plan onto the Grantor Premises; and
- (2) to permit the Grantee to construct, reconstruct and maintain the sprinkler retention pond shown on the Plan and all installations related thereto.

Street has requested that the Bank or its purchaser terminate the Prior Easement.

In consideration of the foregoing and the mutual promises set forth herein, the parties agree as follows:

1. Street agrees to grant an easement in the form attached hereto (the "New Easement") to the purchaser at the foreclosure, under power of sale, of the Mortgage. Street shall execute the New Easement upon execution of this Agreement and hereby grants the Bank, its successors and assigns, an irrevocable power of attorney to insert the name of the purchaser at its foreclosure sale of the Mortgage as the grantee in the New Easement and to record the New Easement simultaneously with the recording of a foreclosure deed.
2. The Parties agree that the Prior Easement shall terminate upon recording of the New Easement.

3. This Agreement shall inure to the benefit of the parties and their respective successors and assigns.

Executed under seal as of July 2, 2009.

GREENFIELD SAVINGS BANK

By: Mark G. Gurnea

THE STREET LUMBER CORPORATION

By: [Signature]

08\0605\Foreclosure\Granby FC\Easement\Easement Ag.0302

EASEMENT DEED

The Street Lumber Corporation of 116 Brockway Lane, South Hadley, MA 01075 ("Grantor"), owner of land described as approximately 16.06 acres off West State Street, Granby, Hampshire County, Massachusetts and more particularly described in a deed from Earl M. Ingham to the Grantor dated 3-15-71 and recorded in the Hampshire County Registry of Deeds in Book 1591, Page 124 (the "Grantor Premises"), in consideration of One and 00/100 (\$1.00) Dollar, the receipt of which is hereby acknowledged, hereby grants

with QUITCLAIM COVENANTS,

to _____, ("Grantee") its successors and assigns, the following:

An easement over the Grantor Premises designated as "Easement Area" shown on the Plan entitled "Easement Plan: Granby, MA Prepared for" Rugg Lumber Co. , Inc., attached hereto and made a part hereof, as recorded in the Hampshire County Registry of Deeds, Book of Plans Book No. 219, Page 8 (the "Plan") (1) to permit the encroachment of the building shown on the Plan onto the Grantor Premises; and (2) to permit the Grantee to construct, reconstruct and maintain the sprinkler retention pond shown on the Plan and all installations related thereto.

The foregoing easements shall be permanent easements including the permanent right to enter with men, equipment, machinery and material to construct and lay facilities, landscape, alter grades and slopes, to move, remove or rebuild any structures, together with the perpetual right to inspect, repair, maintain, and improve said sprinkler retention pond and said building, including the right as may be necessary to cut, trim and remove any and all trees and shrubbery located on the land within said easement area, and to effectuate any and all other acts reasonably necessary for construction and maintenance of said sprinkler retention pond and said building and to place upon said land materials and apparatus during such construction, replacement or repair.

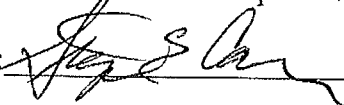
Upon recording of this Easement Deed, the Easement Deed recorded in the Hampshire County Registry of Deeds in Book 9548, Page 109 shall be and is hereby terminated.

The Grantee agrees that other than the building encroachment and the pond, that it will not obstruct the Easement Area and Grantor reserves the right to pass over such area by foot and vehicle.

Executed under seal as of July 13, 2009.

Grantor
The Street Lumber Corporation

Grantee

By: 

By: _____

Location: West State Street, Granby, Massachusetts

COMMONWEALTH OF MASSACHUSETTS

County of Hampden

July 13, 2009

Then personally appeared the above-named Stephen Carpenter, proved to me through satisfactory evidence of identification, which was his driver's license or _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that such person is the duly authorized _____ of The Street Lumber Corporation and that such person signed such document voluntarily as such person's free act and deed for its stated purpose on behalf of such The Street Lumber Corporation.



ANNMARIE OSOWSKI
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES FEBRUARY 04, 2016

Ann Marie Osowski
Notary Public ANN MARIE OSOWSKI
My Commission Expires: 2/4/2016

COMMONWEALTH OF MASSACHUSETTS

County of _____

_____, 2009

Then personally appeared the above-named _____, proved to me through satisfactory evidence of identification, which was his driver's license or _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that such person is the duly authorized _____ of _____ and that such person signed such document voluntarily as such person's free act and deed for its stated purpose on behalf of such _____.

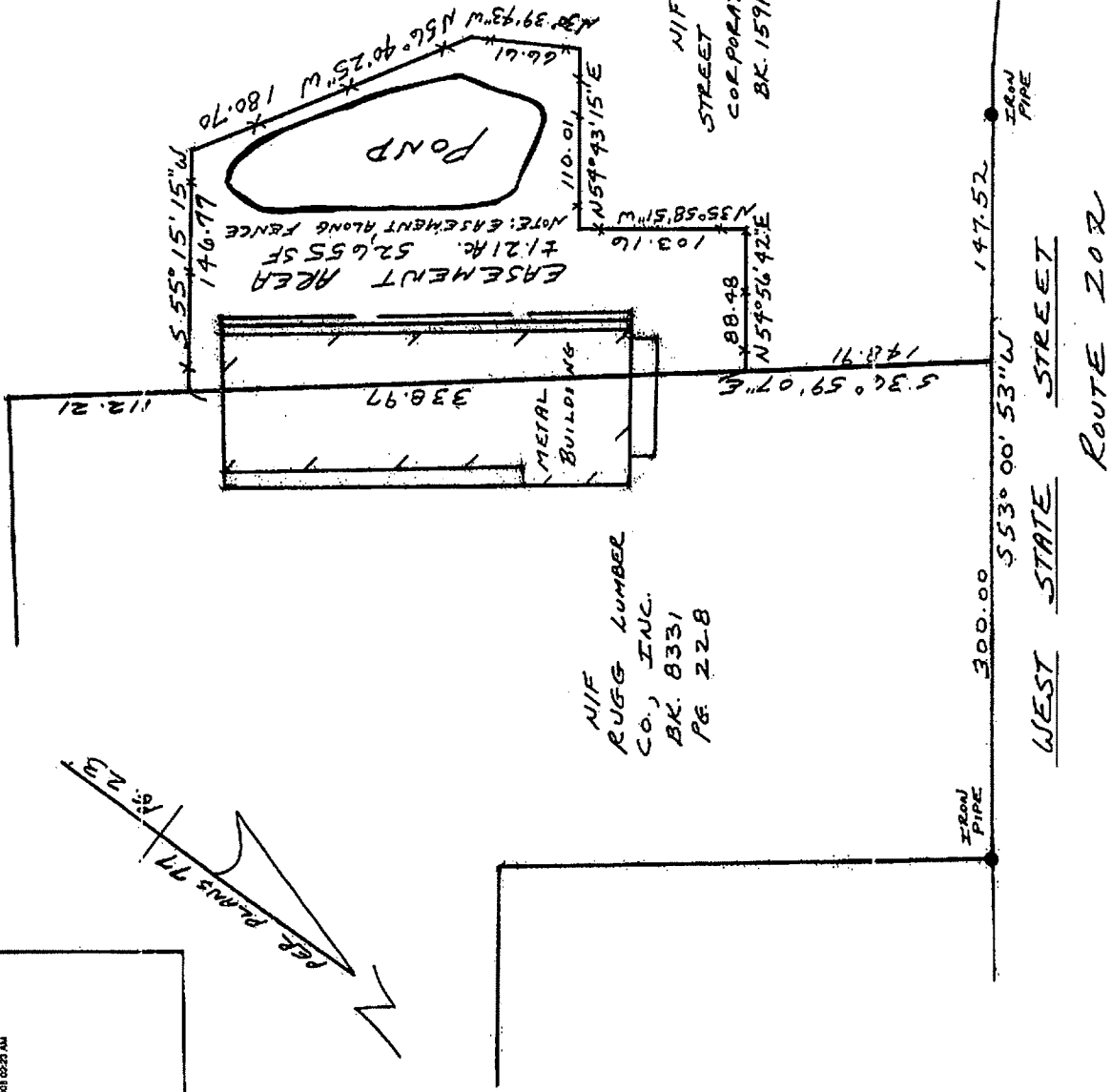
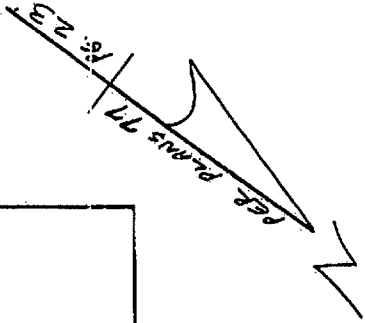
Notary Public
My Commission Expires:

08\0605\Foreclosure\Granby FC\Easement\Easement.0302

7/22/08 PB 219 P28



PL 219P & Page 1 of 1
Revised: 07/22/2008 09:29 AM



I CERTIFY THAT THIS PLAN SHOWS THE PROPERTY LINES OF EXISTING OWNERSHIP AND THAT THE LINES OF STREETS OR WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE WAYS ALREADY ESTABLISHED AND THAT NO NEW LINES FOR THE DIVISION OF EXISTING OWNERSHIP OF WAYS ARE SHOWN.

I CERTIFY THAT I HAVE CONFORMED WITH THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS IN PREPARING THIS PLAN



John K. Somers

NIF STREET LUMBER CORPORATION BK. 1591 PG. 124

NIF RUGG LUMBER CO., INC. BK. 8331 PG. 228



EASEMENT PLAN

GRANBY, MA
PREPARED FOR
RUGG LUMBER CO., INC.

DATE: 2-22-2008 SCALE: 1" = 50'

JOHN K. SOMERS
PROFESSIONAL LAND SURVEYOR
180 GREAT PLAINS ROAD · P.O. BOX 1093
WEST SPRINGFIELD, MA 01090

MUNICIPAL LIEN CERTIFICATE
 THE COMMONWEALTH OF MASSACHUSETTS
 OFFICE OF THE COLLECTOR OF TAXES
 TOWN OF GRANBY
 250 STATE STREET
 GRANBY MA 01033
 413-467-7170

NUMBER: 2010-87

- Quarterly Billing -

Issued: September 28, 2009

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 September 24, 2009 are listed below.

TO:

SHATZ SCHWARTZ AND FENTIN PC
 1441 MAIN ST
 SPRINGFIELD MA 01103-1450

DESCRIPTION OF PROPERTY
Parcel Id: Map 4 A Block: 0 A Lot 3
Location: 50 WEST STATE ST
Acreage: 6.430
Legal Reference: 8331 0228
Assessed Owner(s): RUGG LUMBER COMPANY INC
Supposed Owner:

MISCELLANEOUS UNPAIDS	VALUATION DETAIL	TAX/\$1000
FY10 SEWER USE - NOT YET BILLED	Residential 0 @	0.00
FY09 SEWER USE 347.50 WITH INT/PENALTY 383.62	Open Space 0 @	0.00
Miscellaneous Unpaid Total 383.62 (0.14)	Commercial 951,600 @	0.00
	Industrial 0 @	0.00
	Exempt 0 @	0.00
	Agr. Credits 0	

BETTERMENT / LIEN DETAIL									
2 0 1 0	Amount	Com Int	2 0 0 9	Amount	Com Int	2 0 0 8	Amount	Com Int	
N/A	0.00	0.00	N/A	0.00	0.00	N/A	0.00	0.00	0.00
N/A	0.00	0.00	N/A	0.00	0.00	N/A	0.00	0.00	0.00
N/A	0.00	0.00	N/A	0.00	0.00	N/A	0.00	0.00	0.00
N/A	0.00	0.00	N/A	0.00	0.00	N/A	0.00	0.00	0.00

ASSESSMENT DETAIL - Quarterly Billing -									
ASSESSMENTS	2 0 1 0	2 0 0 9	2 0 0 8						
Preliminary 1st Due: 08/03/2009	3,199.76	3,086.88	2,989.31						
Preliminary 2nd Due: 11/02/2009	3,199.76	3,086.88	2,989.31						
Actual 1st/3rd Due: 02/01/2010	0.00	3,312.63	3,170.62						
Actual 2nd/4th Due: 05/01/2010	0.00	3,312.63	3,170.62						
District/Supl/Revised	0.00	0.00	0.00						
Betterment and Liens	0.00	0.00	0.00						
Committed Interest	0.00	0.00	0.00						
Interest To: 10/15/2009	89.60	397.28	105.19						
Charges and Fees	0.00	5.00	0.00						
DEFERRALS									
DEFERRAL	0.00	0.00	0.00						
PAYMENTS									
Preliminary	0.00	0.00	0.00						
Actual	0.00	9,415.20	12,319.86						
District/Supl/Revised	0.00	0.00	0.00						
Betterments/Liens	0.00	0.00	0.00						
Committed Interest	0.00	0.00	0.00						
Interest Paid	0.00	178.95	105.19						
Charges and Fees	0.00	0.00	0.00						
Abatement/Exemption	0.00	0.00	0.00						
Deferral, Tax Title Transfer	0.00	0.00	0.00						
CURRENT UNPAID TAXES (PER DIEM)	6,489.12 (1.23)	3,607.15 (1.29)	0.00 (0.00)						
TOTAL AMOUNT DUE \$ 10,096.27 (2.52)	+ MISCELLANEOUS UNPAIDS AS DESCRIBED ABOVE								

NOTATIONS & COMMENTS
FY10 SEWER USE - NOT YET BILLED
FY09 SEWER USE 347.50 - AMOUNT DUE BY 10/15/09 383.62
FY09 SEWER USE 331.24 PAID
WELL WATER

APPORTIONED BETTERMENT ASSESSMENTS NOT YET DUE \$ 0.00 WITH INTEREST TO BE ADDED.

I have no knowledge of any other lien outstanding.

Karen M. Stellato
 KAREN M. STELLATO, Collector of Taxes
 TOWN OF GRANBY