

TABLE OF CONTENTS

BIDDER'S INFORMATIONAL PACKAGE

200 RUSSELL STREET HADLEY, MASSACHUSETTS

DESCRIPTION	PAGE #
MORTGAGEE'S SALE OF REAL ESTATE	1-2
MEMORANDUM OF TERMS AND CONDITIONS OF SALE	3-7
MUNICIPAL LIEN CERTIFICATE.....	8

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 **RY B. SOM and RITHA KROUCH to WARREN UNDERWOOD and TONI UNDERWOOD, as Trustees of the UNDERWOOD FAMILY TRUST**, dated March 6, 2009 and recorded with the Hampshire County Registry of Deeds in Book 9729, Page 67, for breach of the conditions of said Mortgage and for the purpose of foreclosing, for breach of the conditions of said Mortgage and for the purpose of foreclosing, the same will be sold at Public Auction beginning at **2:00 p.m. , Tuesday, December 8, 2009** on that portion of the mortgaged premises being known as **200 Russell Street, Hadley, Hampshire County, Massachusetts** as described in said mortgage as follows, to wit:

“Parcel I: 200 Russell Street, Hadley, MA:

A parcel of land situated on the northerly side of Russell Street, in said Hadley, bounded and described as follows, namely:

Beginning at an iron pin at the Southwesterly corner of said parcel, the same being at the Southeasterly corner of land now or formerly of one Kusek; and running thence Easterly, along said Russell Street, two hundred eighty-five (285) feet to an iron pin; thence Northerly, in a straight line, along land now or formerly of Walter T. Strycharz and Helen S. Strycharz, two hundred fifty-one and seven-tenths (251.7) feet, more or less, to an iron pin on land now or formerly of Harold T. Sanders; thence Westerly, along land now or formerly of said Sanders, two hundred eight-five (285) feet to an iron pin at the Northeasterly corner of land now or formerly of said Kusek, thence Southerly, along land now or formerly of said Kusek, two hundred sixty-three and four-tenths (263.4) feet, more or less, to the place of beginning. Containing one and sixty-eight one-hundredths (1.68) acres, and being the premises shown on plan entitled “Plan of Land in Hadley, Mass. belonging to Walter Strycharz Northampton, Mass. May 2nd 1946 Davis Engineering Co. E.K. Atkins, C.E. Mgr.”

Being known and designated as 200 Russell Street, Hadley, Massachusetts.

Being the same premises conveyed to the Grantors by deed dated February 25, 2009 and recorded with the Hampshire County Registry of Deeds in Book 9729, Page 64.

The above premises will be sold and conveyed subject to and with the benefit of any and all rights, rights of way, restrictions, easements, covenants, orders of conditions, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements , improvements, liens or encumbrances is made in the deed, and 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 the foregoing.

TERMS OF SALE: The sum of **TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00)** will be required to be paid in cash or certified check by the Purchaser at the time and place of each sale to be deposited in escrow with the Law Offices of Mark R. Draymore, LLC, 1350 Main Street, 4th Floor, Springfield, MA 01103 as earnest money. The deposit shall be increased to an amount equal to ten (10%) percent of the purchase price within five (5) business days. The balance due in connection with the purchase of said parcel is to be paid in cash or certified check within thirty (30) days of the sale date and the Deed transferred contemporaneously therewith, time being of the essence. The successful bidder at said 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, state documentary stamps and all recording fees. The Mortgagee reserves the right to sell to the second highest bidder in the event that the highest bidder defaults. However this reservation of rights should not be construed as requiring the Seller to sell to the second highest bidder in the event of such a default.

The sale of the parcel 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, to be announced at the sale.

UNDERWOOD FAMILY TRUST
Present holder of said mortgage

By: _____

Mark R. Draymore, Esq.
Attorney for the Mortgagee
LAW OFFICES OF MARK R. DRAYMORE, LLC
1350 Main St. – 4th Floor
Springfield, MA 01103
Telephone: (413) 739-9696

**MEMORANDUM OF TERMS AND CONDITIONS FOR THE
PURCHASE AT MORTGAGEE'S FORECLOSURE SALE**

**PREMISES: 200 Russell Street (Route 9), Hadley
Hampshire County, Massachusetts
(Parcel ID: Map 4 J Block: 15 Lot 0)**

This Memorandum of Sale is made this _____ day of December, 2009.

The undersigned (hereinafter referred to as "**BUYER**"), as the highest bidder, hereby acknowledges the purchase at public auction from **Aaron Posnik & Co., Inc.** ("the Auctioneer"), acting as agent for **WARREN UNDERWOOD and TONI UNDERWOOD**, as Trustees of the **UNDERWOOD FAMILY TRUST**, the present mortgage holder (hereinafter referred to as "**SELLER**"), the real estate described in the attached copy of "Mortgagee's Sale of Real Estate" for the bid sum or purchase price of \$ _____ **DOLLARS**. The sale shall not be deemed completed until the Buyer has made his or her initial deposit and has signed this Memorandum of Sale.

DEPOSITS: Buyer hereby agrees to comply with the following terms and conditions of sale, and has paid as an initial deposit to bind the bargain the sum of **TWENTY FIVE THOUSAND & 00/100 (\$25,000.00) DOLLARS**. The deposit shall be increased to an amount equal to ten (10%) percent of the purchase price, which means that an additional deposit of \$ _____ shall be paid by delivery to the Auctioneer or Mortgagee's Attorney within five (5) business days from date hereof, *time being of the essence*. All deposit sums paid shall be forfeited to the Seller should the Buyer fail to comply with any of these terms and conditions of sale, but such forfeiture shall not relieve the Buyer from any contractual obligations hereunder nor shall such forfeiture be applied to the mortgage debt. Such forfeiture shall still be effective in the event the real estate is sold to the second (2nd) highest bidder.

Such premises are to be conveyed to the Buyer by the usual mortgagee's Foreclosure Deed under statutory power of sale, conveying record title to the premises located at **200 Russell Street (Route 9), Hadley, Hampshire County, Massachusetts** ("the Premises") more fully described in Mortgagee's Notice of Sale of Real Estate attached hereto, subject to the following:

1. Provisions of existing zoning, building, subdivision control, "so called" Title 5 Regulations that may apply to any septic system for this property, environmental and conservation laws and all other laws, by-laws, rules and restrictions of the Town of South Hadley, and also of the Commonwealth of Massachusetts relating to use of land or buildings.
2. Any existing tenancy or tenancies, leases or occupants, or rights of possession, if any there be.
3. Restrictions, rights, reservations, easements and agreements of record, if applicable.

4. All outstanding municipal Taxes, tax liens, tax titles, tax takings, and betterment assessments, all transfer costs, including, but not limited to, "tax stamps" and recording fees, outstanding water rates, water liens, and also sewer use assessments or taxes, if any there be, all of which shall be assumed by Buyer without adjustment in favor of Buyer.

Although no representations or warranties are being made regarding outstanding municipal liens or charges, attached hereto is copy of Municipal Lien Certificate #2010-102 dated November 13, 2009 issued by the Collector's Office, Town of Hadley.

5. Said premises are conveyed subject to the right of redemption of the United States or any of its sub-agencies or divisions according to law, if applicable, to redeem the said premises, and more particularly with respect to redemption rights of the Dept. of Treasury, Internal Revenue Service under Notice of Federal Tax Lien filed against Ritha Krouch dated October 10, 2008 and recorded with the Hampshire County Registry of Deeds in Book 9671, Page 289, to the extent applicable.

Buyer acknowledges that Buyer has not been influenced to enter into this transaction nor has it relied upon any warranties or representations, expressed or implied, not set forth in this Agreement, or in the legal advertisement of this sale. No personal property of any nature is included in this conveyance except as expressly set forth herein. Specifically, the Buyer acknowledges that the Seller has made no representations or warranties concerning the compliance of the premises with any and all buildings, zoning, environmental or the laws or ordinances (federal, state or local) which may affect the Buyer's use and/or enjoyment of the Premises.

Additionally, any improvements, including the buildings, if any, on the premises are sold "AS IS, WHERE IS" with no warranties expressed or implied. Buyer acknowledges that the Seller has made no representations or agreements that the Premises if vacant land, is a lot on which a structure may be built or if there is a partially completed structure on the Premises that it may be completed. Buyer also acknowledges that this sale does not include any personal property located on the premises being sold.

The Buyer acknowledges that from and after this date he or she shall have the sole risk of loss, and the Mortgagee shall have no responsibility for maintaining insurance on the premises. If the Property is damaged by fire or other casualty prior to the closing, Buyer shall accept a deed to the Property with Buyer paying therefore the full balance of the bid price.

Buyer shall obtain his or her own financing if needed to purchase the premises sold thereunder and the Buyer acknowledges that such financing is not a contingency of sale and the Seller has made no representations that Seller will give or obtain financing for Buyer.

If a material defect in the record title, other than those set forth in Clauses 1-5 of this agreement preceding, shall be claimed by the Buyer, the Buyer shall notify the Seller and its attorney thereof in writing at least ten (10) days prior to the closing date stated below and the Seller shall have the option to use such portion of thirty (30) days from date of notice thereof as it may require to perfect said title or provide insurable title for the benefit of the BUYER, by a national title insurance company in a fee owner's policy of title insurance, at normal premium rates, but Seller shall be under no such obligation to do so.

If the Seller does not clear the record title or obtain at Seller's expense affirmative Title Insurance over the defect, the deposit made under this agreement shall be refunded without

payment of interest thereon to the Buyer and all obligations of either party shall hereto cease, without further recourse.

The balance of the purchase price shall be paid at the Law Offices of Mark R. Draymore, LLC, 1350 Main Street, 4th Floor, Springfield, MA by certified or bank check made payable to Seller (or its attorney named below, or by wire transfer to an account specified by Seller's attorney) on or before 4:00 p.m. on the thirtieth day following the sale, provided that such day is one on which the Registry of Deeds is open for business, and if not, then on the next day on which said Registry is open for business.

The Buyer acknowledges that if, as the successful bidder at the Foreclosure Sale, the Buyer shall default in purchasing the within described property according to the terms of the Mortgagee's Sale of Real Estate attached hereto, and/or the terms of this Memorandum of Sale that the Seller reserves the right to sell the property by Foreclosure Deed to the second highest bidder providing that said second highest bidder shall deposit with the Seller's Attorney, MARK R. DRAYMORE, Esq., the amount of the required deposit asset forth herein and execute this Memorandum of Sale within three (3) business days after written notice of the default of the previous highest Bidder and title shall be conveyed to the said second highest bidder within twenty (20) days of said written notice (or on such additional terms as Seller may agree upon). It is also agreed that the Seller as holder of the mortgage being foreclosed may bid at this foreclosure Sale, and if Seller is the second highest bidder, Seller Shall have the right to purchase said Premises at the second highest bid price if the highest bidder defaults.

In the event that the second highest bidder does not wish to purchase the premises, the holder of the mortgage reserves the right to purchase the premises at the amount bid by the second highest bidder.

In the event the Mortgagee cannot deliver title to the premises as provided herein, the purchaser shall only be entitled to the return of his/her deposit and this shall be purchaser's sole and exclusive remedy at law or in equity.

In the event that Mortgagee is unable to deliver title under the conditions hereinbefore stated or referred to, or in the event the Mortgagee elects to, at its sole discretion, unilaterally terminate this Memorandum of Terms and Conditions agreement to permit the owner of the premises to retain ownership, all deposits made by purchaser shall be returned and the contract effected hereby shall cease without recourse to the parties hereto.

The acceptance or recording of a deed and certificate of entry for the premises by the Buyer shall be deemed to be a full performance and discharge of the Seller's obligation hereunder. The Buyer shall pay all his or her fees and costs, including, but not limited to, all recording fees and excise tax stamps.

The undersigned Buyer at this Public Auction Sale, does hereby acknowledge that he/she/they have read the foregoing Memorandum of Sale and agree to the terms and conditions as set forth herein. The Buyer further acknowledges receipt of a copy of said Memorandum.

This Agreement is executed in duplicate and is to be construed as a Massachusetts contract, to take effect as a sealed instrument, as 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 the Seller and Buyer. If two or more persons are named herein as Buyer their obligations hereunder shall be joint and several.

Time is of the essence of this agreement

The Seller hereby acknowledges receipt of said initial deposit in the amount of TWENTY FIVE THOUSAND & 00/100 (\$25,000.00) DOLLARS.

The undersigned Buyer, acknowledges receipt of an original signed copy of this Memorandum of Sale.

Executed as a sealed instrument in duplicate this _____ day of December, 2009.

UNDERWOOD FAMILY TRUST,
current mortgage holder

Buyer

By _____
Authorized agent acting for mortgage holder

Aaron Posnik & Co., Inc., Auctioneer

By _____

**MEMORANDUM OF TERMS AND CONDITIONS FOR THE
PURCHASE AT MORTGAGEE'S FORECLOSURE SALE
(Continued)**

**PREMISES: 200 Russell Street (Route 9), Hadley
Hampshire County, Massachusetts
(Parcel ID: Map 4 J Block: 15 Lot 0)**

CONTACT INFORMATION:

Buyer Name: _____

Address: _____

Telephone #: (_____) _____

BUYER'S ATTORNEY: _____

MORTGAGEE'S ATTORNEY:

Mark R. Draymore, Esq.
Law Offices of Mark R. Draymore, LLC
1350 Main Street – 4th Floor
Springfield, MA 01103
Tel. No. (413) 739-9696
Fax No. (413) 739-3082
Email: mrd@draymore.com

MUNICIPAL LIEN CERTIFICATE
 THE COMMONWEALTH OF MASSACHUSETTS
 OFFICE OF THE COLLECTOR OF TAXES
 HADLEY
 100 MIDDLE STREET
 HADLEY MA 01035
 413-584-4246

NUMBER: 2010-102

- Quarterly Billing -

Issued: November 13, 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 November 12, 2009 are listed below.

TO:

MARK R. DRAYMORE, ESQUIRE
 ONE FINANCIAL PLAZA
 1350 MAIN ST. FOURTH FLOOR
 SPRINGFIELD MA 01103

DESCRIPTION OF PROPERTY
Parcel Id: Map 4 J Block: 15 Lot 0
Location: 200 RUSSELL ST
Acreage: 1.590
Legal Reference: 9729 0064
Assessed Owner(s): SOM RY B
KROUCH RITHA
Supposed Owner:

MISCELLANEOUS UNPAIDS	VALUATION DETAIL	TAX/\$1000
WATER PAID: \$100.62	Residential	0 @ 0.00
SEWER PAID: \$70.83	Open Space	0 @ 0.00
METER READING: 10/21/2008	Commercial	582,100 @ 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	
CMRACT	79.46	0.00	CMRACT	158.91	0.00	CMRACT	154.37	0.00	
N/A	0.00	0.00	N/A	0.00	0.00	N/A	0.00	0.00	
N/A	0.00	0.00	N/A	0.00	0.00	N/A	0.00	0.00	
N/A	0.00	0.00	N/A	0.00	0.00	N/A	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		1,324.28			1,286.44			1,199.74
Preliminary 2nd	Due: 11/02/2009		1,324.28			1,286.44			1,199.74
Actual 1st/3rd	Due: 02/01/2010		0.00			1,362.12			1,373.14
Actual 2nd/4th	Due: 05/01/2010		0.00			1,362.11			1,373.14
District/Supl/Revised			79.46			158.91			154.37
Betterment and Liens			0.00			0.00			0.00
Committed Interest			0.00			0.00			0.00
Interest	To: 11/27/2009		0.00			46.82			11.95
Charges and Fees			0.00			5.00			0.00
DEFERRALS									
DEFERRAL			0.00			0.00			0.00
PAYMENTS									
Preliminary			2,648.56			0.00			0.00
Actual			0.00			5,297.11			5,145.76
District/Supl/Revised			79.46			158.91			154.37
Betterments/Liens			0.00			0.00			0.00
Committed Interest			0.00			0.00			0.00
Interest Paid			0.00			46.82			11.95
Charges and Fees			0.00			5.00			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)			0.00	(0.00)		0.00	(0.00)		0.00
TOTAL AMOUNT DUE			\$ 0.00	(0.00)					

NOTATIONS & COMMENTS

THE TOWN OF HADLEY VOTED TO ALLOW THE TOWN TO MAKE A PRO RATA ASSESSMENT, ACCORDING TO M.G.L. CH.59-SECTION 2D, ON THE VALUE OF CERTAIN IMPROVEMENTS TO REAL ESTATE MADE AFTER THE JUNE 30TH ASSESSMENT. ASSESSMENT IS MADE ONLY ON THOSE PARCELS FOR WHICH AN OCCUPANCY PERMIT IS ISSUED DURING THE FISCAL YEAR AND THE NEW CONSTRUCTION INCREASES THE PARCEL VALUE BY OVER 50%. IF YOU HAVE ANY FURTHER QUESTIONS, PLEASE CALL THE ASSESSORS' OFFICE AT (413)586-6320.

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

Kimberly M. Pieffer
 KIMBERLY M. PIEFFER, ASSISTANT, Collector of Taxes
 HADLEY

I have no knowledge of any other lien outstanding.