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BIDDER'S INFORMATIONAL PACKAGE 40-42 ACORN STREET SPRINGFIELD, MASSACHUSETTS

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PURCHASE AGREEMENT
(40-42 Acorn Street, Springfield, Massachusetts)

BUYER:

_____ (hereinafter "BUYER")

BUYER'S ADDRESS:

Purchase Price:

\$ _____

MEMORANDUM OF TRUSTEE'S AUCTION SALE

1. This Agreement dated this 30th day of December, 2009, is by and between **JOSEPH B. COLLINS, TRUSTEE IN BANKRUPTCY OF BRANDI MARIE GAMBLE-EDDINGTON a/k/a BRANDI M. GAMBLE EDDINGTON** ("SELLER"), with a principal place of business at Hendel & Collins, P.C., 101 State Street, Springfield, Massachusetts, and the **BUYER**.
2. The BUYER hereby acknowledges that he or she has this day purchased at public auction conducted by Aaron Posnik & Co., Inc., upon the terms and conditions hereinafter set forth, the interest of the SELLER in certain real property located at **40-42 Acorn Street, Springfield, Massachusetts** ("PREMISES"). The PREMISES for the purpose of this sale are more particularly described in a certain deed recorded in the Hampden County Registry of Deeds at Book 18102, Page 298, and as Lot number 110 (one hundred ten) on a plan of lots recorded in the said Registry, at Book of Plans 2, Pages 140-141.
3. The PREMISES shall be conveyed by Trustee's Release Deed running to the BUYER. The United States Bankruptcy Court for the District of Massachusetts has entered an Order authorizing the SELLER to sell the PREMISES. Included in the sale as part of said PREMISES are all buildings, structures, improvements, and fixtures located in or on the PREMISES. THE SELLER SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE TITLE TO THE PREMISES AND FURTHER DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OF ANY IMPROVEMENTS OR PROPERTY LOCATED ON

THE PREMISES. THE BUYER SPECIFICALLY ACKNOWLEDGES THAT ANY IMPROVEMENTS AND ITEMS ON THE PREMISES ARE SOLD "AS IS, WHERE IS", WITH NO WARRANTIES EXPRESS OR IMPLIED.

4. The BUYER has this day purchased the PREMISES for the purchase price of \$ _____ ("Purchase Price") of which FIVE THOUSAND AND 00/100 (\$5,000.00) DOLLARS has been paid to the SELLER as a deposit this day. The balance of the Purchase Price shall be paid in cash or by certified or bank check on or before January 20, 2009. The balance of the Purchase Price shall be paid at the offices of the law firm of Hendel & Collins, P.C., 101 State Street, Springfield, Massachusetts 01103.

5. Upon timely receipt of the balance of the Purchase Price pursuant to Section 4 of this Agreement, the SELLER shall provide the BUYER with a Trustee's Release Deed to the PREMISES, and the acceptance of the deed by the BUYER shall be deemed to be a full performance and discharge of every agreement and obligation of the SELLER. It is understood between the parties that by delivering a Trustee's Release Deed, the SELLER shall be transferring to the BUYER his interest in the PREMISES by virtue of his appointment as Chapter 7 Trustee of Brandi Marie Gamble-Eddington a/k/a Brandi M. Gamble Eddington. THE SELLER MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE VALIDITY, QUALITY OR MERCHANTABILITY OF HIS TITLE TO THE PREMISES. The SELLER shall not be obliged to sign or deliver any documents other than the Trustee's Release Deed. Real estate taxes, if any, together with all recording fees, shall be the responsibility of the BUYER.

6. It is hereby agreed that time is of the essence in the performance of this Agreement.

7. If the BUYER shall fail to fulfill BUYER's agreements herein, all deposits made hereunder by the BUYER shall be forfeited and retained by the SELLER as partial damages. It is the specific intention of the parties that, in addition to said retention of the deposit, the SELLER hereby reserves all remedies at law and in equity for any default by the BUYER under this Agreement, including, without limitation, the right to demand specific performance of the BUYER's obligations hereunder.

8. The BUYER acknowledges that BUYER has not been influenced to enter into this transaction nor has BUYER relied upon any warranties or representations, express or implied, or any of the advertisements, except as set forth in this Agreement. Specifically, the BUYER acknowledges that the SELLER has made no representations or warranties concerning the compliance of the PREMISES with any and all building, zoning, environmental, or other laws or ordinances (federal, state or local) that may affect the BUYER's use and/or enjoyment of the PREMISES.

9. The PREMISES are being sold pursuant to an Order of the United States Bankruptcy Court for the District of Massachusetts dated December 3, 2009, entered in case number 09-31307-HJB ("Order"). The SELLER shall provide a copy of the Order to the BUYER upon request.

10. The parties acknowledge that, under Massachusetts law, whenever a child or children under six (6) years of age reside(s) in any residential premises in which any paint, plaster, or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster, or other material so as to make it inaccessible to children under six (6) years of age. The BUYER assumes all rights and responsibilities for compliance with this law and hereby covenants to hold SELLER harmless for any liability under this law.

11. The SELLER hereby discloses to the BUYER that the SELLER has no knowledge of the presence or absence of Urea-Formaldehyde Foam Insulation ("UFFI") on the PREMISES. The BUYER hereby releases the SELLER from any liability of any nature on account of the presence of UFFI on the PREMISES.

12. The parties acknowledge that certain statutes and regulations govern the maintenance, repair, and removal of underground storage tanks to prevent and detect leakage of tank contents into surrounding soil and water supplies. The SELLER discloses to the BUYER that SELLER has no knowledge of the presence or absence of underground storage tanks at the PREMISES. The BUYER hereby releases the SELLER from any liability of any nature on account of the existence and/or condition of said underground tank(s), if any.

13. The SELLER hereby disclaims any liability as to the presence and condition of any septic system and/or artesian well on the PREMISES. The BUYER releases SELLER from any liability of any nature on account of the existence and/or condition of said septic system or artesian well, if any.

14. THERE MAY BE CERTAIN DEFECTS WITH THE PREMISES. THE SELLER MAKES NO REPRESENTATION AS TO THE EXISTENCE OR ABSENCE OF ANY DEFECT. THE SELLER IS SELLING THE PREMISES "AS IS, WHERE IS" AND THE BUYER HAS TAKEN INTO ACCOUNT THE POSSIBILITY OF THE EXISTENCE OF ANY DEFECTS IN FORMULATING THE BUYER'S BID. THE BUYER HEREBY RELEASES THE SELLER OF ANY LIABILITY ON ACCOUNT OF THE EXISTENCE OF ANY DEFECTS WHATSOEVER ON THE PREMISES.

BUYER's initials specifically acknowledging the provisions of Section 14: _____

15. The PREMISES are being sold SUBJECT TO all liens and encumbrances, including, without limitation, unpaid real estate taxes and municipal assessments. All costs, assessments, and fees, including, without limitation, those relating to fuel, taxes, and water and sewer, shall be the responsibility of the BUYER. No adjustments will be made at closing with respect to any of the foregoing.

16. The PREMISES are being sold SUBJECT TO any and all tenancies.

17. All deposits with the SELLER hereunder shall be held in escrow in a non-interest-bearing account by the SELLER, subject to the terms of this Agreement.

18. This Agreement is executed in multiple counterparts and shall be construed as a Massachusetts contract and governed by Massachusetts law. This Agreement shall take effect as a sealed instrument, and sets forth the entire contract between the parties. This Agreement 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 cancelled, modified, or amended only by a written instrument executed by the SELLER and the BUYER. If two or more persons are named herein as BUYER, their obligations hereunder shall be joint and several. The parties hereto agree that the United States Bankruptcy Court for the District of Massachusetts shall have jurisdiction to consider and resolve any disputes arising hereunder.

19. Additional Provisions: NONE

Witness:

SELLER:

JOSEPH B. COLLINS, AS TRUSTEE IN
BANKRUPTCY OF BRANDI MARIE GAMBLE-
EDDINGTON a/k/a BRANDI M. GAMBLE
EDDINGTON, AND NOT INDIVIDUALLY

Witness:

BUYER:

Print Name:

Witness:

BUYER:

Print Name:

TRUSTEE'S RELEASE DEED

WHEREAS BRANDI MARIE GAMBLE-EDDINGTON a/k/a BRANDI M. GAMBLE EDDINGTON (hereinafter "Debtor") did file a Voluntary Petition in bankruptcy in Case Number 09-31307-HJB in the United States Bankruptcy Court for the District of Massachusetts (hereinafter "Court");

WHEREAS the undersigned, who has a usual place of business at 101 State Street, Springfield, Massachusetts, was appointed as the Trustee in Bankruptcy of said bankruptcy estate (hereinafter "Estate") and qualified as such and is serving as such;

WHEREAS pursuant to an Expedited Motion for Authority to Sell Real Property by Public Auction, which was approved by Order of the Court on December 3, 2009 (hereinafter "Order"), the undersigned was authorized to complete the sale of certain reality that is property of the Estate; and

WHEREAS the Trustee conducted a public auction sale of the property that was the subject of the Order on December 30, 2009, at which _____ was the highest bidder,

NOW, THEREFORE, the undersigned, as Trustee in Bankruptcy of the Debtor, by the powers vested in him by the Bankruptcy Code and by the Order, and in consideration of the payment of _____ DOLLARS, does hereby release to _____, with a principal place of business located at _____, the Estate's interest in:

The land with the buildings thereon, situated in Springfield, Hampden County, Massachusetts, known and designated as Lot

number 110 (one hundred ten) on a plan of lots recorded in the Hampden County Registry of Deeds, Book of Plans 2, Pages 140-141, said lot being more particularly bounded and described as follows:

SOUTHERLY by Acorn Street sixty-two and 70/100 (62.70) feet;

WESTERLY by lot 109 (one hundred nine) on said plan, ninety-three and 73/100 (93.73) feet;

NORTHERLY by lot numbered 108 (one hundred eight) on said plan, sixty-two and 40/100 (62.40) feet; and

EASTERLY by lot numbered 111 (one hundred eleven) on said plan, eighty-seven and 56/100 (87.56) feet.

Being the same premises described in that certain deed recorded in the Hampden County Registry of Deeds on December 4, 2009 at Book 18102, Page 298. For reference concerning the Trustee's authority to sell the premises described herein, see the Order of the Court dated December 3, 2009 and recorded in said Registry herewith.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of January, 2010.

WITNESS

JOSEPH B. COLLINS, AS TRUSTEE IN
BANKRUPTCY OF BRANDI MARIE GAMBLE-
EDDINGTON a/k/a BRANDI M. GAMBLE
EDDINGTON, AND NOT INDIVIDUALLY

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

JANUARY , 2010

On this day of January, 2010, before me, the undersigned notary public, personally appeared JOSEPH B. COLLINS, proved to me through satisfactory evidence of identification, which were a Massachusetts Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Trustee in Bankruptcy of Brandi Marie Gamble-Eddington a/k/a Brandi M. Gamble Eddington.

, Notary Public

My Commission Expires:

State Tax Form 290

Office of the Collector of Taxes
(413) 787-6115



Certificate No. 2162
Issuance Date: 12/16/2009
09:26:36

Municipal Lien Certificate
City of Springfield
Commonwealth of Massachusetts

Requested By
HENDEL & COLLINS
101 STATE ST
SPRINGFIELD, MA 01103

I hereby 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 **12/09/2009** are listed below

PAYMENTS MADE ON ISSUANCE DATE MAY NOT BE REFLECTED HERE

DESCRIPTION OF PROPERTY

Location: 40 ACORN ST	Deed Date: 06/19/2009	
Parcel ID: 000500004	Book/Page: 17847/0215	Impr Value:
Owner: GENEVIEVE CONSTRUCTION DEVELOPMENT GROUP	Land Area: 5,668 SF	Land Use:
P O BOX 51319	Land Value: 20,500	Exemptions:
INDIAN ORCHARD MA 01151	Build Value: 114,200	Taxable Value: 134,700

REAL ESTATE BILLS

<u>YEAR 2010 CHARGES</u>		<u>YEAR 2009 CHARGES</u>		<u>YEAR 2008 CHARGES</u>	
RESIDENTIAL REAL ESTATE TAX	1235.01	RESIDENTIAL REAL ESTATE TAX	2409.78	RESIDENTIAL REAL ESTATE TAX	2790.82

TOTAL BILLED			TOTAL BILLED			TOTAL BILLED		
Issue Date	Billed	Balance	Issue Date	Billed	Balance	Issue Date	Billed	Balance
1 07/01/2009	617.51	617.51	1 07/01/2008	715.15	0.00	1 07/01/2007	652.30	0.00
2 10/01/2009	617.50	617.50	2 10/01/2008	715.15	0.00	2 10/01/2007	652.30	0.00
3 01/01/2010	0.00	0.00	3 01/01/2009	489.74	0.00	3 01/01/2008	743.11	0.00
4 04/01/2010	0.00	0.00	4 04/01/2009	489.74	0.00	4 04/01/2008	743.11	0.00
Charges/Fees	0.00		Charges/Fees	0.00		Charges/Fees	0.00	
Abatements/Exemptions	0.00		Abatements/Exemptions	0.00		Abatements/Exemptions	0.00	
Payments/Credits	0.00		Payments/Credits	2409.78		Payments/Credits	2790.82	
Interest to 12/16/2009	42.40		Interest to 12/16/2009	0.00		Interest to 12/16/2009	0.00	
BALANCE DUE	1277.41		BALANCE DUE	0.00		BALANCE DUE	0.00	

*Please note: The quarterly amounts billed may reflect Charges/Fees and Abatements/Exemptions.

*Please contact the Water/Sewer Commission at 787-6060 for current water and sewer charges.

NOTE: Outstanding balance for Trash Bills, Code Violations, and/or Prior Year RE Bills in the amount of \$0.00