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BIDDER'S INFORMATIONAL PACKAGE

489 GRANBY ROAD SOUTH HADLEY, MASSACHUSETTS

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MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by ANTONIO V. RODRIGUES, GRACIETE F. RODRIGUES and MICHAEL F. RODRIGUES, to WORONOCO SAVINGS BANK, and now held by BERKSHIRE BANK by merger, dated February 28, 2005, recorded at Hampshire County Registry of Deeds in Book 8173, Page 304, as modified by First Modification of Real Estate Mortgage and Assignment of Leases and Rents, recorded as aforesaid in Book 8547, Page 45, 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 1:00 p.m., on Tuesday, the 5th day of January, 2010, on the premises below described all and singular the premises described in said mortgage, said premises being therein described substantially as follows, to wit:

489 GRANBY ROAD, SOUTH HADLEY, MA 01075

The land in South Hadley, Hampshire County, Massachusetts, bounded and described as follows:

Beginning at an iron pin on the Northerly bound of said Granby Road, thence

- | | |
|-----------|--|
| NORTHERLY | one hundred ten (110) feet at the Easterly bound of land of Sibarco Corporation; thence |
| WESTERLY | one hundred thirty-five (135) feet along land of said Sibarco Corporation to an iron pin at land now or formerly of one M.G. Sexton; thence |
| NORTHERLY | two hundred forty (240) feet along land of said Sexton to an iron pin at land of Walter P. Prawlucki; thence |
| EASTERLY | two hundred eight and 00/100 (208.00) feet along other land of said Prawlucki to an iron pin at land now or formerly of one C.R. Giguere; thence |
| SOUTHERLY | three hundred fifty (350) feet along land of said Giguere to an iron pin at the Northerly bound of said Granby Road; thence |
| WESTERLY | one hundred forty-five and 29/100 (145.29) feet along the Northerly bound of said Granby Road to the point of beginning. |

Subject to a right of way as granted in deed to Sibarco Corporation dated January 11, 1961, and recorded in Hampshire County Registry of Deeds, Book 1343; Page 306.

Subject to restrictions as contained in an agreement dated January 11, 1961, and recorded in said Registry of Deeds, Book 1343, Page 308.

Subject to restrictions contained in deed to Walter P. Prawlucki dated November 25, 1959, and recorded in said Registry of Deeds, Book 1316, Page 16.

Subject to a 20 foot utility, water and sewer easement with conditions thereto, set forth in Hampshire County Registry of Deeds dated June 30, 1986 and recorded in Book 2754, Page 185.

Subject to storm drain and sanitary sewer easements set forth in Hampshire County Registry of Deeds dated September 8, 1987 and recorded in Book 3059, Page 260 as shown on

Hampshire County Book of Plans 149, Page 37.

Subject to Interceptor Sewer Easement to the Town of South Hadley dated August 13, 1991 (Taking dated October 8, 1991 and recorded in Hampshire County Registry of Deeds in Book 3808, Page 201) Shown on Book of Plans 172, Pages 14-18.

Being the same premises conveyed to the mortgagors herein by deed of Antonio R.S. Coelho et ux dated February 28, 2005 and recorded herewith simultaneously.

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 and with the benefit of all restrictions, easements, improvements, outstanding tax titles, municipal or other public taxes, assessments, liens, or claims in the nature of liens, and existing encumbrances of record created prior to the mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed, 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.

Berkshire Bank, Successor by Merger
to Woronoco Savings 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 **BERKSHIRE BANK, Successor in Interest to WORONOCO SAVINGS BANK**, as earnest money to be applied to the purchase price of real estate located at **489 GRANBY ROAD, SOUTH HADLEY, MA 01075**, sold this day under a power of sale contained in a mortgage given to Woronoco Savings Bank, and now held by Berkshire Bank by merger, 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; BERKSHIRE BANK, 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. Environmental Site Assessment is the responsibility of the Buyer.

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.

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, 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 Buyer agrees to pay the balance of said purchase price shown below within twenty (20) days from the date of this agreement at the offices of Doherty Wallace, Pillsbury and Murphy, One Monarch Place, Suite 1900, Springfield, Massachusetts. If said balance is not paid within twenty (20) days, as herein provided, said earnest money shall be forfeited and become the property of BERKSHIRE BANK.

Buyer shall also pay directly to the auctioneer, AARON POSNIK & CO., INC. a buyer's premium equal to 5 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, BERKSHIRE 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 BERKSHIRE 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, 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, 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: _____
ADDRESS: _____

Buyer's Bid \$ _____

Initial Deposit \$ 20,000.00

Add'l. Deposit \$ _____ by 1/12/10 (combined total 10%)

Balance Due \$ _____ by 1/24/10

BERKSHIRE BANK,
Successor In Interest to
WORONOCO SAVINGS BANK

BY: _____

DATED: _____

State Tax Form 290
 Certificate: 1831
 Issuance Date: 12/08/2009

MUNICIPAL LIEN CERTIFICATE
 TOWN OF SOUTH HADLEY
 COMMONWEALTH OF MASSACHUSETTS

Requested by DOHERTY, WALLACE, PILLSBURY, MURPHY, P.C
 ATTORNEYS AT LAW

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 12/03/2009 are listed below.

DESCRIPTION OF PROPERTY

Parcel ID: 0031-0014-0000

489 GRANBY RD

RODRIGUES MICHAEL F
 & ANTONIO V ETALS
 26 CLOVERHILL RD
 BELCHERTOWN MA 01007

Land area : 1.91 AC
 Land Value : 161,000
 Impr Value : 430,900
 Land Use : 0
 Exemptions : 0
 Taxable Value: 591,900

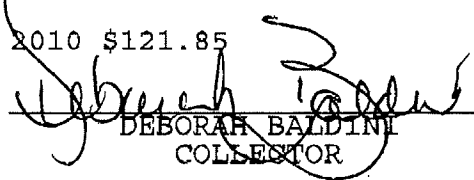
Deed date: 02/28/2005 Book/Page: 08173/0302
 Class: 3260-

FISCAL YEAR	2010	2009	2008
DESCRIPTION			
FIRE DISTRICT #1 TAX	\$479.44	\$958.88	\$917.45
REAL ESTATE TAX	\$3,717.13	\$7,434.26	\$7,256.69
TOTAL BILLED:	\$4,196.57	\$8,393.14	\$8,174.14
Charges/Fees	\$.00	\$.00	\$.00
Abatements/Exemptions	\$.00	\$.00	\$.00
Payments/Credits	-\$4,196.57	-\$8,393.14	-\$8,174.14
Interest to 12/08/2009	\$.00	\$.00	\$.00
TOTAL BALANCE DUE:	\$.00	\$.00	\$.00

NOTE: Actual 2010 taxes not yet issued.

OTHER UNPAID BALANCES:
 2009 SEWER \$2,002.98
 2010 SEWER \$605.06

SEWER FEE FY2010 DUE \$605.06 (7-1-09 TO 12-31-09)
 SEWER FEE FY2009 PAST DUE \$2002.98
 ELECTRIC RATES AS OF 06-02-09 DUE \$19,480.14 CHECK PAYABLE TO SIELD
 WATER RATES AS OF 12-01-08 DUE \$1,448.96 CHECK PAYABLE TO DISTRICT #1
 TRASH FEE N/A
 PERSONAL PROPERTY DUE - 2008 \$7.85, 2009 \$610.59, 2010 \$121.85


 DEBORAH BALDINI
 COLLECTOR