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BIDDER'S INFORMATIONAL PACKAGE 1399 SUFFIELD STREET (RT. 75) AGAWAM, MASSACHUSETTS

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MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by **FUN FARMS, LLC.** (the "Mortgagor") to **HAMPDEN BANK**, formerly known as Hampden Savings Bank (the "Mortgagee") dated May 25, 1999 and recorded in the Hampden County Registry of Deeds in Book 10780, Page 45, as amended by a First Mortgage Modification Agreement dated October 25, 2002, recorded as aforesaid at Book 12667, Page 130 and a Second Mortgage Modification Agreement dated September 11, 2003 and recorded as aforesaid in Book 13570, Page 221, 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 on **Tuesday, January 26, 2010, at 1:00 P.M.**, on the mortgaged premises below described, now being known and numbered as 1399 Suffield Street, Agawam, Massachusetts, described as follows:

The land in Agawam, Hampden County, Massachusetts, bounded and described as follows:

Beginning at a point on the easterly line of Suffield Street said point being the point of intersection of the northerly boundary of land now or formerly of Western Massachusetts Electric Company and Suffield Street, thence

- N. 15° 35' 16" E. along the easterly boundary of Suffield Street a distance of FIVE HUNDRED SEVENTY-THREE and 72/100ths (573.72) feet to a point; thence
- NORTHEASTERLY along a curved line at the intersection of Suffield Street and South Street having a radius of SIXTY and 00/100ths (60.00) feet an arc distance of NINETY and 21/100ths (90.21) feet to a point on the southerly line of South Street; thence
- S. 78° 23' 55" E. along the southerly boundary of South Street a distance of THREE HUNDRED FORTY-FOUR and 70/100ths (344.70) feet to a point; thence
- S. 15° 40' 12" W. along the westerly boundary of land now or formerly of Bressett a distance of ONE HUNDRED TWELVE and 7/100ths (112.07) feet to a point; thence
- S. 15° 38' 53" W. along land now or formerly of Hunters Greene, Inc. a distance of FIVE HUNDRED EIGHTY-SEVEN and 93/100ths (587.93) feet to a point; thence
- S. 37° 20' 23" W. along the westerly boundary of Lot six (6) of Hunters Greene Estates as shown on a plan of land of Ralph DePalma and Joseph A. Pacella recorded herewith in Book of Plans 281, Page 53 ONE HUNDRED EIGHT and 43/100ths (108.43) feet to a point on the northerly boundary of land now or formerly of Western Massachusetts Electric Company; thence

N. 52° 39' 37" W. along the northerly boundary of land now or formerly of Western Massachusetts Electric Company a distance of THREE HUNDRED EIGHTY-SIX and 43/100 (386.43) feet to the point of beginning.

Together with a twenty (20) foot grading and landscaping easement along the easterly boundary of the premises to be conveyed across the westerly portion of Lots numbered one (1); two (2); three (3); four (4) and six (6) of Hunters Greene Estates as shown on a plan of land entitled "Definitive plan – Hunters Green Estates – Agawam, Massachusetts" drawn by Foresight Land Services, dated September 16, 1987 and recorded in the Hampden County Registry of Deeds in Book of Plans 256, Page 59.

Together with the utility easement for the benefit of the parcel conveyed more accurately bounded and described as follows:

Beginning at a point on the westerly end of Hunter's Greene Circle which point also marks a corner of Lot Number Six (6) and a corner of Lot Number Four (4) as shown on said plan; thence

N. 74° 21' 07" W. along the common boundary between said Lot Number Six (6) and Lot Number Four (4) a distance of NINETY-TWO and 66/100 (92.66) feet to a point in the easterly line of the benefited land now or formerly owned by Ralph DePalma and Joseph A. Pacella;

N. 15° 38' 53" E. along the easterly boundary of land now or formerly of DePalma and Pacella a distance of TWENTY and 00/100 (20.00) feet to a point; thence

S. 74° 21' 07" E. through Lot Number Four (4) a distance of ONE HUNDRED TWO and 88/100 (102.88) feet to a point in the westerly end of Hunter's Greene Circle; thence

SOUTHWESTERLY along westerly line of Hunter's Greene Circle by a curve to the left having a radius of SIXTY and 00/100 (60.00) feet; an arc distance of TWENTY-TWO and 46/100 (22.46) feet to the point of beginning.

Together with the utility easement for the benefit of the parcel conveyed more accurately bounded and described as follows:

Beginning at a point on the westerly end of Hunter's Green Circle which point also marks a corner of Lot Number Six (6) and a corner of Lot Number Four (4) as shown on said Plan; thence

N. 74° 21' 07" W. along the common boundary between said Lot Number Six (6) and Lot Number Four (4) a distance of NINETY-TWO and 66/100 (92.66) feet to a point in the easterly line of land owned by Ralph DePalma and Joseph A. Pacella; thence

- S. 15° 38' 53" E. along the land of DePalma/Pacella a distance of ten and 00/100 (10.00) feet to a point; thence
- S. 74° 21' 07" E. through Lot Number Six (6) a distance of NINETY and 64/100 (90.64) feet to a point in the westerly end of Hunter's Greene Circle; thence
- NORTHEASTERLY along westerly line of Hunter's Greene Circle by a curve to the right having a radius of SIXTY and 00/100 (60.00) feet, an arc distance of TEN and 21/100 (10.21) to the point of beginning.

Being the same premises conveyed to the Mortgagor by Warranty Deed of Robert J. Polverari dated October 29, 1998 and recorded with the Hampden County Registry of Deeds on October 30, 1998 at Book 10505 Page 361.

TERMS OF SALE:

A deposit of TWENTY FIVE THOUSAND (\$25,000.00) DOLLARS will be required to be paid in cash or by certified check by the purchaser at the time and place of sale as an initial deposit in escrow with O'Connell, Plumb & MacKinnon, P.C., 75 Market Place, Springfield, Massachusetts 01103. The purchaser shall within 5 business days of the sale increase the deposit to a sum equal to 10% of the purchase price by delivering the amount necessary to O'Connell, Plumb & MacKinnon, P.C. in cash or certified check. The balance is to be paid in cash, or by certified check, within thirty (30) days thereafter and the Deed transferred contemporaneously therewith. The successful bidder at the sale shall be required to sign a Memorandum of Terms of Sale containing, among other things, the above terms at the Auction Sale.

The purchaser will be responsible for all closing costs, Massachusetts deed excise stamps and all recording fees. Other terms, if any, to be announced at the sale.

The Seller 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.

This sale may be postponed or adjourned by public proclamation from time to time, if necessary, at the scheduled time and place of sale. The description of the premises contained in said Mortgage shall control in the event of a typographical error in this publication.

HAMPDEN BANK
The Present Holder of said Mortgage

By: _____
Jerry B. Plumb, Jr., its Attorney
O'Connell, Plumb, & MacKinnon P.C.
75 Market Place
Springfield, MA 01103
(413) 733-9111

12/31/09; 1/7/10; 1/14/09

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MEMORANDUM OF SALE

1. The parcel of property in known as 1399 Suffield Street, Agawam, ("the Premises"), as more particularly described in the Mortgage to Hampden Bank, formerly known as Hampden Savings Bank (the "Seller") from **FUN FARMS, LLC**, dated May 25, 1999 and recorded in the Hampden County Registry of Deeds in Book 10780, Page 45, as amended by a First Mortgage Modification Agreement dated October 25, 2002, recorded as aforesaid at Book 12667, Page 130 and a Second Mortgage Modification Agreement dated September 11, 2003 and recorded as aforesaid in Book 13570, Page 221, shall be conveyed as hereinafter provided to the undersigned (the "Purchaser"), or to the Assignee designated by the Purchaser, on the thirtieth (30th) day following the date of this Agreement (or if on that day the Registry of Deeds is not open for business, then on the next day following said thirtieth day when the Registry of Deeds is open), or earlier if the parties so agree, by a good and sufficient Foreclosure Deed conveying a good, marketable title of record to the Premises as described in the notice entitled "Mortgagee's Sale of Real Estate" (the "Notice of Sale"), a copy of which is attached hereto as Exhibit "A", subject to all restrictions, easements, prior mortgages, improvements, outstanding tax titles, municipal or other encumbrances of record created prior to the Mortgage, rights of parties in possession, tenants, building codes, zoning ordinances, Court Orders, orders of conditions, town or other governmental requirements and G.L.c. 21E, and all other claims in the nature of liens having priority over the Mortgage, covenants running with the land and affirmative obligations, if any there be. The property shall also be transferred subject to the right of redemption of the United States of America, if any there be.

2. The purchase price of _____ DOLLARS (\$))
is to be paid in cash or by certified bank check(s) to the order of Hampden Bank
within 30 days of the date of this Agreement.

3. The delivery of a deposit of TWENTY FIVE THOUSAND and no/100 DOLLARS (\$25,000.00) which has been made to bind this purchase (and which shall be increased within 5 business days be increased to 10% of the purchase price), shall be applied against the purchase price or otherwise accounted for, and shall be forfeited to the use of the Seller in the event that the Purchaser shall fail to comply with the terms of this Agreement, but such a forfeiture shall not relieve the Purchaser from the Purchaser's obligations hereunder. The Seller shall be entitled to any interest earned on the deposit and the amount to be paid to the Buyer shall not be adjusted to reflect any such interest.

4. The Purchase Price shall be paid at the office of Jerry B. Plumb, Jr., O'Connell, Plumb & MacKinnon, 75 Market Place, Springfield, Massachusetts 01103 at 10:00 a.m. on the date fixed for the conveyance, or at such other place or hour as the parties hereto shall in writing agree, it being understood that Time is of the Essence of this Agreement.

5. If the Seller shall be unable to give title or make conveyance as above stipulated, or, if for any reason, including, without limiting the generality of the foregoing, the existence of a bankruptcy proceeding of any kind, whether voluntary or involuntary, or any order or requirement in connection therewith, or any requirement of a court of competent jurisdiction, impairs the authority of the Seller to give title or to make conveyance hereunder, said deposit shall be refunded and thereupon all obligations of the parties hereunder shall cease, and this Agreement shall be void and the Buyer shall have no recourse against the Seller, its employees, agents, attorneys and representatives, whether at law or in equity, provided, however:

- (a) If, on the date fixed for conveyance, a period of thirty (30) days shall not have expired after written notice from the Purchaser of a defect in title, the time for performance shall, if the Seller so elects in its absolute and sole discretion, be extended for a period of time not to exceed an additional sixty (60) days to enable the Seller to make reasonable efforts to cure such defect; and
- (b) If the Purchaser so elects, at either the original or extended time for performance, to pay said purchase price without deductions for defects in title, the Seller shall convey such title as the Seller has to the Premises.

6. The Purchaser shall be responsible for all closing costs, including, but not necessarily limited to, all attorneys' fees, Massachusetts deed excise stamps and all recording fees, taxes and other adjustments.

7. If the Buyer shall fail to fulfill the Buyer's agreements herein all deposits made hereunder by the Buyer shall be retained by the Seller and the Buyer shall reimburse the Seller for all costs and expenses of the Seller in excess of the amount of the deposit, including all advertising costs, publications costs, attorneys' and auctioneers' fees and costs.

8. The property shall be conveyed in an "AS-IS" condition. The Purchaser acknowledges that the Purchaser has not been influenced to enter this transaction by, nor has the Purchaser relied upon, any warranties or representations of the Seller or the Auctioneer not set forth or incorporated herein, and that no such warranties and representations have been made. Moreover, the Seller specifically disclaims any applicable warranties, whether express or implied. It shall be the obligation of the Purchaser to obtain and pay for any required Smoke Detector Certificates. Further, the Purchaser assumes all legal responsibility and costs in the event that the property does not conform to the requirements of Title 5 of the State Environmental Code. The Seller makes no warranties or representations with respect to any septic system or its compliance with Title 5, other services, compliance with any outstanding orders of notice, with the Subdivision Control Act or any other applicable statute or ordinance relating to subdivision approvals, zoning or building requirements or approvals and permits.

9. The acceptance of the foreclosure deed by Purchaser or its nominee shall be deemed to be a full performance and discharge of every Agreement and obligation of the Seller herein contained or expressed or arising out of said public auction.

10. This agreement shall be construed in accordance with the law of the Commonwealth of Massachusetts, is to take effect as a sealed instrument, sets forth the entire agreement between the parties, is binding upon the parties and inures to the benefit of the parties, their heirs, executors, successors and assignees, and may be modified or amended only by a written instrument executed by both the Seller and the Buyer.

PURCHASER:

SELLER:

Hampden Bank

By:

Title:

Date: December 18, 2009

RECEIVED of _____
the sum of TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00) as a deposit on account of the above Agreement subject to the terms and conditions of sale hereinabove set forth.

Licensed Auctioneer

I hereby acknowledge that I have on January 26, 2010 purchased at the auction of Aaron Posnik and Associates (Auctioneer), a duly licensed auctioneer, for the sum of _____ DOLLARS (\$) the property described in the Notice of Sale attached hereto.

I hereby agree to comply with the above Agreement entitled "Memorandum of Sale", as well as any additional terms attached hereto and, having paid as a deposit to bind the bargain the sum of TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00), understand that according to said Agreements I shall increase the deposit to 10% of the purchase price within 5 business days hereof and that I will forfeit said sum to the use of the Seller should I fail to comply with said terms and conditions of sale set forth therein, and will not be relieved by said forfeiture of the obligation to purchase the Premises according to said Agreements.

PURCHASER:

FORECLOSURE DEED

AFFECTED PREMISES:
1399 Suffield Street
Agawam, Massachusetts

HAMPDEN BANK, formerly known as Hampden Savings Bank, of Springfield, Hampden County, Massachusetts, the present holder of a mortgage from **FUN FARMS, LLC** to **HAMPDEN BANK**, formerly known as Hampden Savings Bank dated May 25, 1999 and recorded in the Hampden County Registry of Deeds in Book 10780, Page 45, as amended by a First Mortgage Modification Agreement dated October 25, 2002, recorded as aforesaid at Book 12667, Page 130 and a Second Mortgage Modification Agreement dated September 11, 2003 and recorded as aforesaid in Book 13570, Page 221, by the power conferred by said mortgage and every other power,

For consideration paid of _____ Dollars

grants to,

the premises conveyed by said mortgage:

The land and buildings in Agawam, Hampden County, Massachusetts, bounded and described as follows:

Beginning at a point on the easterly line of Suffield Street said point being the point of intersection of the northerly boundary of land now or formerly of Western Massachusetts Electric Company and Suffield Street, thence

N. 15° 35' 16" E. along the easterly boundary of Suffield Street a distance of FIVE HUNDRED SEVENTY-THREE and 72/100ths (573.72) feet to a point; thence

NORTHEASTERLY along a curved line at the intersection of Suffield Street and South Street having a radius of SIXTY and 00/100ths (60.00) feet an arc distance of NINETY and 21/100ths (90.21) feet to a point on the southerly line of South Street; thence

S. 78° 23' 55" E. along the southerly boundary of South Street a distance of THREE HUNDRED FORTY-FOUR and 70/100ths (344.70) feet to a point; thence

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Beginning at a point on the westerly end of Hunter's Greene Circle which point also marks a corner of Lot Number Six (6) and a corner of Lot Number Four (4) as shown on said plan; thence

N. 74° 21' 07" W. along the common boundary between said Lot Number Six (6) and Lot Number Four (4) a distance of NINETY-TWO and 66/100 (92.66) feet to a point in the easterly line of the benefited land now or formerly owned by Ralph DePalma and Joseph A. Pacella;

N. 15° 38' 53" E. along the easterly boundary of land now or formerly of DePalma and Pacella a distance of TWENTY and 00/100 (20.00) feet to a point; thence

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- S. 15° 38' 53" E. along the land of DePalma/Pacella a distance of ten and 00/100 (10.00) feet to a point; thence
- S. 74° 21' 07" E. through Lot Number Six (6) a distance of NINETY and 64/100 (90.64) feet to a point in the westerly end of Hunter's Greene Circle; thence
- NORTHEASTERLY along westerly line of Hunter's Greene Circle by a curve to the right having a radius of SIXTY and 00/100 (60.00) feet, an arc distance of TEN and 21/100 (10.21) to the point of beginning.

Being the same premises conveyed to Fun Farms, LLC by Warranty Deed of Robert J. Polverari dated October 29, 1998 and recorded with the Hampden County Registry of Deeds on October 30, 1998 at Book 10505 Page 361.

IN WITNESS WHEREOF, HAMPDEN BANK has caused its corporate seal to be hereto affixed and these presents to be signed, in its name and behalf this ____ day of February, 2010.

HAMPDEN BANK, formerly known as Hampden Savings Bank

 By:
 Title:

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss _____, 2010

On this day, before me, the undersigned notary public, personally appeared _____, the _____ of Hampden Bank, proved to me through satisfactory evidence of identification to be the person whose name is signed hereinabove in my presence and acknowledged to me that he signed the document voluntarily, for its stated purpose and with authority on behalf of Hampden Bank.

_____, Notary Public
 My commission expires: