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## BIDDER'S INFORMATIONAL PACKAGE

### 115 ELM STREET HATFIELD, MASSACHUSETTS

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MORTGAGEE'S SALE OF REAL ESTATE

Premises: Elm Street, Hatfield, MA

By virtue and in execution of the POWER OF SALE contained in a certain mortgage given by HATFIELD VILLAGE REALTY, LLC, a Massachusetts limited liability company with a usual place of business at 69 South Pleasant Street, Amherst, Massachusetts to PeoplesBank dated October 15, 2007 and recorded in Hampshire County Registry of Deeds, Book 9296, Page 151, 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 11:00 a.m. on the 11th day of May, 2010, upon the mortgaged premises at Elm Street, Hatfield, Hampshire County, Massachusetts, all and singular the premises described in said mortgage.

To wit:

PARCEL I

The land in Hatfield, Hampshire County, Massachusetts with the buildings thereon bounded and described as follows:

Beginning at an iron pin set in the southerly sideline of Elm Street in the Town of Hatfield at the northeast corner of land herein conveyed and at the northwest corner of land now or formerly of Joseph and Marion A. Pitchko and thence turning and running South 18° 07' 30" West 829 feet more or less to an iron pin; thence turning and running North 67° 24' 33" West 457.97 feet more or less to an iron pin; thence North 26° 04' 46" East 728.89 feet more or less to an iron pin; thence North 84° 47' 40" East 39.26 feet more or less to an iron pin set in the southerly sideline of Elm Street; thence South 82° 04' 00" E. 54.02 feet more or less to an unmarked point; thence South 82° 04' 00" East 270.50 feet more or less to the point of beginning, the last courses being along the southerly sideline of said Elm Street. Containing 7.238 acres more or less.

Being the same premises shown on plan of land entitled "Land in Hatfield, Mass. Surveyed for Sophie Moskowicz" dated July 31, 1978, Gordon E. Ainsworth and Associates, Inc. recorded with the Hampshire County Registry of Deeds in Plan Book 110, Page 17, and conveyed to the grantor by deed of Donald G. Moskowicz, dated April 14, 1989 and recorded with the Hampshire County Registry of Deeds, in Book 3360, Page 310.

## PARCEL II

A certain tract or parcel of land situate on the Southerly side of Elm Street in Hatfield, Hampshire County, Massachusetts, bounded and described as follows:

Northerly by said Elm Street one hundred ten (110) feet more or less; Easterly by land now or formerly of Mary Allaire eight hundred twenty-nine (829) feet more or less; Southerly by Little Ponsett Hill, so-called, and land now or formerly of Malcolm Crawford and Isreal Raboin one hundred ten (110) feet more or less; Westerly by land now or formerly of Edward A. Breor, eight hundred twenty-nine (829) feet more or less, containing two (2) acres more or less.

Being the same premises conveyed to grantor by deed of Marion A. Pitchko and recorded with said Hampshire County Registry of Deeds in Book 9296, Page 144.

## PARCEL III

Parcel "A" 4,726 sq. ft. as shown on a "Subdivision Approval Not Required" Plan of Land in Hatfield, Massachusetts, Prepared for Echo Village Corp. dated October 4, 2007, Harold L. Eaton & Associates, Inc. which Plan of Land is recorded in Hampshire County Registry of Deeds in Plan Book 216, Page 111.

Being a portion of the premises conveyed to Szawlowski Realty, Inc. by deed recorded in the Hampshire County Registry of Deed, in Book 9294, Page 59.

Together with a fifteen foot (15') wide easement, over, under, in and to a triangular piece of real estate which is a portion of the 2.628 acres +/- owned by the Grantee and abutting Parcel I hereinabove described located on the Southerly side of said Elm Street, at the Northeast corner, for the purpose of installing, maintaining and repairing a sewer line/ sewer line connection to the Town of Hatfield public sewer. Said triangular piece of real estate is shown on the said Plan of Land hereinabove described and recorded in Plan Book 110, Page 17. See copy of a portion of said Plan showing said triangular piece of real estate marked "EXHIBIT A" attached thereto and made a part thereof.

Being the same premises conveyed to Hatfield Village Realty, LLC by deed dated October 15, 2007 recorded in Hampshire County Registry of Deeds in Book 9296, Page 147.

The above premises shall be sold subject to and/or with the benefit of any and all restrictions, easements, improvements, covenants, outstanding tax titles, municipal or other public taxes, assessments, liens or claims in the nature of liens, and existing encumbrances of record superior to the mortgage, if any. The premises are also sold subject to the right of redemption of the United States of America or any of its subsidiaries or divisions, if any there be. In the event of any typographical error set forth herein in the legal description of the premises, the description set forth and contained in the mortgage shall take precedence.

**TERMS OF THE SALE:** Cash, certified check or bank cashier's check in the sum of \$75,000.00 shall be paid as an initial deposit and must be shown at the time and place of the sale in order to qualify as a bidder. In addition, said initial deposit must be increased to a total amount equal to ten (10%) percent of the purchase price within ten (10) business days. The high bidder shall sign a written Memorandum of Sale upon acceptance of the bid, the terms of which shall be announced prior to the bid, the balance of the purchase price is to be paid in cash, certified check or bank cashier's check within twenty (20) days from the date of sale and thereafter to be deposited in escrow with the law firm of RESNIC, BEAUREGARD, WAITE AND DRISCOLL, 330 Whitney Avenue, Suite 400, Holyoke, Hampden County, Massachusetts, pending recording of the deed which is to be delivered, accepted and recorded within ten (10) days thereafter, or at such other time as may be designated by Mortgagee.

Mortgagee reserves the right to postpone the sale to a later date by public proclamation at the time and date appointed for the sale, and to further postpone at any adjourned sale date by public proclamation at the time and date appointed for any such adjourned date.

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 foreclosure, the Mortgagee reserves the right to sell the property by foreclosure deed to the second highest bidder, providing that the second highest bidder shall execute a Memorandum of Sale and deposit with Mortgagee's attorneys, the amount of the required deposit as set forth herein within three (3) business days after delivery to the second highest bidder of written notice of the default of the previous highest bidder. The balance of the purchase price shall be paid by and title shall be conveyed to the said second highest bidder within twenty (20) days of said written notice.

The successful purchaser will be responsible for any and all closing costs, state documentary stamps, and recording fees.

Other terms to be announced at the sale.

PEOPLESBANK  
Present holder of said mortgage

Dated: April 6, 2010

By: \_\_\_\_\_

Brian J. Smith  
Vice President

**MEMORANDUM  
OF  
TERMS AND CONDITIONS OF SALE**

1. The undersigned Purchaser hereby acknowledges that he/she has this day purchased at a Mortgagee's Foreclosure Sale, at public auction, the parcel of property in Hatfield, Hampshire County, Massachusetts, located at Elm Street, as more particularly described in the mortgage from Hatfield Village Realty, LLC (the "Mortgagor") to PeoplesBank (the "Seller") dated October 15, 2007 and recorded with the Hampshire County Registry of Deeds, Book 9296, Page 151. The Premises shall be conveyed to the undersigned (the "Purchaser"), or to the nominee designated by the Purchaser, within thirty (30) days following the date of sale (or if on that day said Registry of Deeds is not open, then on the first day thereafter that the Registry of Deeds is open), or earlier if the parties so agree, by a good and sufficient Foreclosure Deed under the Statutory Power of Sale conveying 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, improvements, outstanding tax titles, municipal or other public tax titles, assessments, liens, claims or existing encumbrances of record created prior to or otherwise having priority over the mortgage, as set forth or referred to in the Notice of Sale.

2. The purchase price of \$\_\_\_\_\_ and closing costs, state documentary stamps and recording fees are to be paid in cash or by certified or by bank check(s) drawn on Boston funds payable directly (and not by way of endorsement) to the order of the Seller as

hereinafter described. The delivery of a deposit of SEVENTY-FIVE THOUSAND (\$75,000) DOLLARS, which has been made to bind the bargain, the receipt of which, subject to collection is hereby acknowledged, shall be applied against the purchase price or otherwise accounted for at the time and place of delivery of the deed 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 or discharge the Purchaser from the Purchaser's obligations hereunder. In addition, said deposit must be increased to a total amount equal to ten (10%) percent of the purchase price, within ten (10) business days.

The balance is to be paid as aforesaid within twenty (20) days of the date of sale, to be deposited in escrow with the law firm of RESNIC, BEAUREGARD, WAITE AND DRISCOLL, 330 Whitney Avenue, Suite 400, Holyoke, Massachusetts, pending recording of the deed which is to be delivered, accepted and recorded within ten (10) days thereafter. The Purchaser shall also be responsible for all reasonable closing costs, state documentary stamps and recording fees as aforesaid.

3. The deed shall be delivered and the consideration paid at the offices of said law firm, at 10:00 o'clock a.m. on the date fixed for conveyance, or at such other place or hour as the parties hereto shall in writing agree, it being agreed that time is of the essence of this Agreement.

The Property shall be conveyed by the usual mortgagee's deed (Massachusetts General Laws Chapter 183, Appendix Form 11) under the statutory power of sale.

The Property and fixtures shall be conveyed “as is” and “where is” and with all faults subject to the present manner of use and occupancy of the Property, and the Seller makes no representation or warranty as to the condition of the same.

Buyer acknowledges and agrees with the Seller that, with respect to the Property, Seller has not, does not and will not make any warranties or representations, express or implied, or arising by operation of law, including, but in no way limited to, any warranty of condition, merchantability, habitability or fitness for a particular use, or with respect to the value, profitability or marketability of the Property.

Buyer acknowledges that Seller does not and will not make any representation or warranty with regard to compliance with any environmental protection, pollution and land use or zoning laws, rules, regulations, orders or requirements including but not limited to those pertaining to the handling, generating, treating, storing or disposing of any hazardous waste or substance.

In addition, the Seller shall not be required to take any action or to comply with any law or municipal ordinance, orders or requirements noted in or issued by any department of building, fire, labor, health or other federal, state, county, municipal or other governmental agencies having jurisdiction over or affecting the Property on the date hereof. Specifically, but not in limitation of the foregoing, Seller shall not be responsible pursuant to G.L. c.148 §26F for the provision of smoke and/or carbon monoxide detectors. Any and all costs incurred pursuant to the foregoing shall be borne by the Buyer and not by the Seller.

4. The Buyer acknowledges that the Buyer has been informed of the existence and the provision of the so-called Massachusetts Lead Paint Statute, Massachusetts General Laws, Chapter 111, Section 197 et seq., and has been provided with a so-called “lead paint notification package” with respect to the removal of lead paint from residential premises occupied by a child or children under six years of age. The Buyer acknowledges that the Seller has made no representation or warranty with respect to the presence or absence of lead paint in the property and the Buyer agrees that the responsibility and cost, if any, of complying with said statute shall be borne solely by the Buyer.

5. The Property shall be conveyed and transferred subject to any outstanding tenancies and/or leases, the rights of parties in possession, and to tax title, municipal taxes and assessments, any outstanding water or sewer bills or liens, the provisions of applicable state and local law, including building codes, zoning ordinances and G.L. c.21E, and any and all condominium charges.

6. 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 either party hereunder shall cease, and this Agreement shall be void and without recourse to either party, provided, however:

- (a) If, on the date fixed above 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, be extended until the expiration of such period 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.

7. Until the delivery of the deed, Seller shall continue to maintain insurance on the premises against fire and other hazards as presently insured. If the premises shall have been damaged by fire or casualty insured against, the Seller shall, unless the Seller has previously restored the premises to their former condition, pay over or assign to Purchaser, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the Seller for partial restoration.

8. In the event the premises contains an on-site sewage disposal system, the Seller shall not be responsible for complying with the Commonwealth of Massachusetts regulations pertaining thereto and shall not be responsible for obtaining an inspection of the system or repairing and/or replacing the sewage system components in order to bring the system into compliance with the Code of Massachusetts Regulations Ch. 310 CMR 15.00.

9. The property shall be conveyed in "as is" condition, subject to the present manner of use and occupancy of the property. The Buyer acknowledges that Buyer has not been influenced to enter this transaction by, nor has it relied upon, any warranties or representations of the Seller or the Auctioneer not set forth or incorporated in this Memorandum.

10. 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 incurred by the Seller, in excess of the amount of the deposit, due to the Buyer's default, including the costs and expenses of subsequent sales of the Property or any portion thereof and attorneys' and auctioneers' fees in connection therewith. The Seller shall also be free to sell the property to the second highest bidder at the public auction in accordance with the terms announced at the public auction.

11. The acceptance of the foreclosure deed by Purchaser shall be deemed to be a full performance and discharge of every agreement and obligation of Seller.

Executed under seal this 11th day of May, 2010.

PURCHASER

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SELLER  
PEOPLESBANK

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MUNICIPAL LIEN CERTIFICATE  
 THE COMMONWEALTH OF MASSACHUSETTS  
 OFFICE OF THE COLLECTOR OF TAXES  
 TOWN OF HATFIELD  
 59 MAIN STREET  
 HATFIELD MA 01038  
 413-247-0496

- Quarterly Billing -

Issued: May 03, 2010

I certify from available information that all taxes, assessments and charges now payable that constitutes liens as of the date of this certificate on the parcel of real estate specified in your application received on May 03, 2010 are listed below.

TO:

RESNIC BEAUREGARD WAITE &  
 DRISCOLL  
 302 HIGH STREET  
 HOLYOKE MA 01040-6560

DESCRIPTION OF PROPERTY
Parcel Id: Map 223 Block: 63 Lot 0
Location:
Acreage: 0.000
Legal Reference:
Assessed Owner(s): HATFIELD VILLAGE
Supposed Owner:

MISCELLANEOUS UNPAIDS	VALUATION DETAIL	TAX/\$1000
	Residential	0 @ 0.00
	Open Space	0 @ 0.00
	Commercial	0 @ 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	CMRACT	30.26	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: 08/01/2009	0.00	0.00	0.00	251.90				
Preliminary 2nd	Due: 11/01/2009	0.00	0.00	0.00	251.90				
Preliminary 3rd	Due: 02/12/2010	0.00	0.00	0.00	252.39				
Actual 2nd/4th	Due: 05/01/2010	0.00	0.00	0.00	252.39				
District/Supl/Revised		0.00	0.00	0.00	30.26				
Betterment and Liens		0.00	0.00	0.00	0.00				
Committed Interest		0.00	0.00	0.00	0.00				
Interest	To: 05/03/2010	0.00	0.00	0.00	0.00				
Charges and Fees		0.00	0.00	0.00	0.00				
<b>DEFERRALS</b>									
DEFERRAL		0.00	0.00	0.00	0.00				
<b>PAYMENTS</b>									
Preliminary		0.00	0.00	0.00	0.00				
Actual		0.00	0.00	0.00	1,008.58				
District/Supl/Revised		0.00	0.00	0.00	30.26				
Betterments/Liens		0.00	0.00	0.00	0.00				
Committed Interest		0.00	0.00	0.00	0.00				
Interest Paid		0.00	0.00	0.00	0.00				
Charges and Fees		0.00	0.00	0.00	0.00				
Abatement/Exemption		0.00	0.00	0.00	0.00				
Deferral, Tax Title Transfer		0.00	0.00	0.00	0.00				
<b>CURRENT UNPAID TAXES (PER DIEM)</b>		0.00	(0.00)	0.00	(0.00)	0.00	(0.00)	0.00	(0.00)
<b>TOTAL AMOUNT DUE</b>	<b>\$ 0.00</b>	<b>(0.00)</b>							

NOTATIONS & COMMENTS

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

I have no knowledge of any other lien outstanding.

MARIE CEMURA, Collector of Taxes  
 TOWN OF HATFIELD

MUNICIPAL LIEN CERTIFICATE  
 THE COMMONWEALTH OF MASSACHUSETTS  
 OFFICE OF THE COLLECTOR OF TAXES  
 TOWN OF HATFIELD  
 59 MAIN STREET  
 HATFIELD MA 01038  
 413-247-0496

NUMBER: 2010-125

- Quarterly Billing -

Issued: May 03, 2010

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 May 03, 2010 are listed below.

TO:

RESNIC BEAUREGARD WAITE &  
 DRISCOLL  
 302 HIGH STREET  
 HOLYOKE MA 01040-6560

DESCRIPTION OF PROPERTY
Parcel Id: Map 223 Block: 64 Lot 0
Location: 115 ELM ST
Acreage: 9.420
Legal Reference: 9532 175
Assessed Owner(s): HATFIELD VILLAGE REALTY, LLC
Supposed Owner:

MISCELLANEOUS UNPAID	VALUATION DETAIL	TAX/\$1000
	Residential	585,700 @ 0.00
	Open Space	0 @ 0.00
	Commercial	0 @ 0.00
	Industrial	0 @ 0.00
	Exempt	0 @ 0.00
	Agr. Credits	0

BETTERMENT / LIEN DETAIL									
2010	Amount	Com Int	2009	Amount	Com Int	2008	Amount	Com Int	
CMRACT	45.09	0.00	CMRACT	90.17	0.00	CMRACT	5.98	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	2010	2009	2008			
Preliminary 1st Due: 09/01/2009	1,017.45	997.37				310.26
Preliminary 2nd Due: 11/01/2009	1,017.45	997.37				310.26
Preliminary 3rd Due: 02/12/2010	1,017.45	1,037.53				310.85
Actual 2nd/4th Due: 05/01/2010	0.00	1,037.53				310.84
District/Supl/Revised	45.09	90.17				5.98
Betterment and Liens	0.00	0.00				0.00
Committed Interest	0.00	0.00				0.00
Interest To: 05/03/2010	213.94	15.28				0.00
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	4,069.80				1,242.21
District/Supl/Revised	0.00	90.17				5.98
Betterments/Liens	0.00	0.00				0.00
Committed Interest	0.00	0.00				0.00
Interest Paid	0.00	15.28				0.00
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)	3,311.38	(1.18)	0.00	(0.00)	0.00	(0.00)
<b>TOTAL AMOUNT DUE \$ 3,311.38 (1.18)</b>						

**NOTATIONS & COMMENTS**

Final water/sewer bill 180.00. Please issue check payable to the Town of Hatfield at closing.

Outstanding water/sewer bills from 1st half of 2010 in the amount of \$1132.40. Please issue check at closing payable to the Town of Hatfield.

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

I have no knowledge of any other lien outstanding.

MARIE CHMURA, Collector of Taxes  
 TOWN OF HATFIELD