

TABLE OF CONTENTS

BIDDER'S INFORMATIONAL PACKAGE
293 NORTH LIBERTY STREET
BELCHERTOWN, MASSACHUSETTS

DESCRIPTION	PAGE #
MORTGAGEE'S SALE OF REAL ESTATE	1-3
MEMORANDUM OF SALE	4-7
MUNICIPAL LIEN CERTIFICATE	8

THE FOLLOWING MATERIALS ARE FURNISHED SOLELY FOR INFORMATIONAL 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 APB REALTY, INC., a Massachusetts corporation, to UNITED BANK, dated October 12, 2007, recorded at Hampshire County Registry of Deeds in Book 9302, Page 26, 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 Friday, the 9th day of July, 2010 on the premises below described, upon a portion of the premises described in said mortgage, EXCEPTING and EXCLUDING so much that has been partially released of record, said premises being therein described substantially as follows, to wit:

293 NORTH LIBERTY STREET, BELCHERTOWN, MA 01007

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

Beginning at a concrete bound on the easterly side of North Liberty Street sometimes referred to as Three Rivers Road;

THENCE running N. 1° 8' 2" E. along the said easterly boundary of North Liberty Street a distance of two hundred ninety-nine and 14/100 (299.14) feet to a concrete bound;

THENCE continuing N. 1° 34' 56" E. a distance of one hundred twenty-two and 37/100 (122.37) feet to a concrete bound;

THENCE continuing N. 03° 3' 46" E. a distance of two hundred ninety-two and 86/100 (292.86) feet to a concrete bound;

THENCE continuing N. 6° 51' 07" E. a distance of two hundred five and 83/100 (205.83) feet to a concrete bound;

THENCE continuing N. 03° 48' 39" E. a distance of two hundred sixty-seven and 42/100 (267.42) feet to a concrete bound at land now or formerly of one Joseph Topor.

THENCE running N. 88° 02' 57" E. a distance of four hundred twenty-five and 55/100 (425.55) feet along said Topor land to concrete bound;

THENCE running S. 25° 41' 33" E. along land now or formerly of the New London Northern Railway Company a distance of twelve hundred sixty and 03/100 (1,260.03) feet to a concrete bound at land now or formerly of one Harry Jaician;

THENCE S. 86° 04' 50" W. a distance of one hundred eighty-one and 10/100 (181.10) feet to a concrete bound;

THENCE continuing S. 86° 27' 18" W. a distance of two hundred sixty-four and 79/100 (264.79) feet to a concrete bound;

THENCE continuing S. 86° 22' 32" W. a distance of two hundred seventy-four and 13/100 (274.13) feet to a concrete bound;

THENCE continuing S. 81° 24' 00" W. a distance of one hundred ninety-four and 89/100 (194.89) feet to a fence post (located in pile of stones);

THENCE continuing S. 85° 00' 12" W. a distance of one hundred twenty-eight and 10/100 (128.10) feet to a concrete bound, being the point of beginning.

Containing an area of 23,538 acres, more or less, and being the premises shown as "Parcel 2" on a plan entitled "Belchertown, Plan of Land for Roland Brochu, scale 1" =100', Date September 21, 1973, prepared by Pharmer Engineering Corporation, Holyoke, Massachusetts", which plan is recorded herewith in Hampshire County Registry of Deeds.

Being the same premises conveyed to the Mortgagor by deed of Judith Martineau, Executrix, recorded in Book 5792, Page 203.

EXCEPTING AND EXCLUDING BY PARTIAL RELEASE – LOT #1, NORTH LIBERTY STREET, BELCHERTOWN, MA

A certain parcel of land situated on the easterly side of North Liberty Street in Belchertown, Hampshire County, Commonwealth of Massachusetts, being shown as Lot 1 on a plan of land entitled "Plan of Land in Belchertown, MA Prepared for APB Realty, Inc. (Owners)" by Sherman & Frydryk, dated December 5, 2007, recorded with the Hampshire County Registry of Deeds in Plan Book 217, Plan 79 ("Plan"), being more particularly bounded and described as follows:

BEGINNING at a point at the southwesterly corner of Lot 1 on the easterly side of North Liberty Street, which point is the northwesterly corner of Lot 2 as shown on the Plan;

THENCE N. 03° 07' 12" E. by North Liberty Street, 126.89 feet to a concrete bound found; THENCE N. 06° 45' 28" Es by North Liberty Street, 204.65 feet to a concrete bound found;

THENCE N. 03° 43' 00" E. still by North Liberty Street, 268.91 feet to a concrete bound found, all as shown on the Plan;

THENCE N. 88° 02' 57" E. by land now or formerly of Star Gas Propane, L.P. shown on the Plan, 425.55 feet to a point;

THENCE S. 25° 41' 33" E. by land now or formerly of the New England Central Railroad, Inc., shown on the Plan, a distance of 430.71 feet to a point;

THENCE S. 60° 47' 52" W. by Lot 2 shown on the Plan, a total of 429.96 feet to an iron pin set;

THENCE s. 87° 00' 59" W. by Lot 2 shown on the Nan, 285.53 feet to the point of beginning. CONTAINING 302,674 square feet or 6.948 acres of land according to the Plan.

BEING a portion of the premises conveyed to APB Realty, Inc. by deed of Judith Martineau, Executrix, recorded in Book 5792, Page 203.

See Partial Release recorded on January 14, 2008, at Book 9393, Page 227.

Premises *being sold* described as 293 North Liberty Street, Belchertown, Hampshire County, Massachusetts; and Premises released of record and *NOT being sold* described as Lot #1 North Liberty Street, Belchertown, Hampshire County, Massachusetts.

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 ten (10) 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.

Buyer shall also pay directly to the auctioneer, Aaron Posnik & co., Inc. a buyer's premium equal to Five percent (5%) of the purchase price.

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 next highest qualified bidder provided that the next highest qualified 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 next highest qualified bidder within twenty (20) business days of said written notice. The Mortgagee further reserves the right, at its option, and within its sole discretion, to purchase the property for the amount of the next highest qualified bid, or to reschedule the foreclosure sale under its power of sale contained in the mortgage.

Other terms to be announced at the sale.

UNITED 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 UNITED BANK, (“Seller or Mortgagee”) as earnest money to be applied to the purchase price of real estate located at **293 NORTH LIBERTY STREET, BELCHERTOWN, MASSACHUSETTS** sold this day under a power of sale contained in a mortgage given to UNITED BANK 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; that the Seller 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 ten (10) 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 UNITED BANK.

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, UNITED BANK reserves the right to sell the property by Foreclosure Deed to the next highest qualified bidder provided that the next highest qualified bidder shall deposit with UNITED 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 next highest qualified bidder within twenty (20) days of said written notice. The Seller further reserves the right, at its option, and within its sole discretion, to purchase the property for the amount of the next highest qualified bid, or to reschedule the foreclosure sale under its power of sale contained in the mortgage.

If at the time for closing, the bank, as Seller, is unable to convey title in accordance with the terms hereof and the notice of Sale, 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, including but not limited to 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 7/23/10 (combined total 10%)

Balance Due \$ _____ by 8/6/10

UNITED BANK

BY: _____

DATED: _____

State Tax Form 290
 Certificate: 51031
 Issuance Date: 05/24/2010

MUNICIPAL LIEN CERTIFICATE
 TOWN OF BELCHERTOWN
 COMMONWEALTH OF MASSACHUSETTS

Requested by ATTY GARY P SHANNON

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 REAL ESTATE SPECIFIED IN YOUR APPLICATION ARE LISTED BELOW:

NOTE: THE PARCEL LISTED ON THIS CERTIFICATE MAY BE SUBJECT TO THE PROVISIONS OF M.G.L. CH 59 SEC 2D (SUPPLEMENTAL ASSESSMENT FOR NEW CONSTRUCTION) DIRECT INQUIRES TO BOARD OF ASSESSORS.

DESCRIPTION OF PROPERTY

Parcel ID: 272-004.000

293 NORTH LIBERTY ST

APB REALTY INC
 C/O QUABOAG TRANSFER INC
 P O BOX 1139
 BONDSVILLE MA 01009

Land area : 13.07 AC
 Land Value : 348,600
 Impr Value : 74,100
 Land Use : 0
 Exemptions : 0
 Taxable Value: 422,700

Deed date: 09/17/1999 Book/Page: 5792-/203
 Class: 340-commercial

FISCAL YEAR	2010	2009	2008
DESCRIPTION			
CPA SUCHARGE	\$94.22	\$.00	\$.00
REAL ESTATE TAX 2010	\$6,281.32	\$.00	\$.00
TOTAL BILLED:	\$6,375.54	\$.00	\$.00
Charges/Fees	\$.00	\$.00	\$.00
Abatements/Exemptions	\$.00	\$.00	\$.00
Payments/Credits	-\$6,375.54	\$.00	\$.00
Interest to 05/24/2010	\$.00	\$.00	\$.00
TOTAL BALANCE DUE:	\$.00	\$.00	\$.00


 LISA M BANNER
 TOWN TREASURER/COLLECTOR

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE