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BIDDER'S INFORMATIONAL PACKAGE

25 PARK AVENUE WEST SPRINGFIELD, 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 Mass Deli Realty, LLC to TD Banknorth, N.A. dated January 31, 2006 and recorded with the Hampden County Registry of Deeds in Book 15669, Page 116, 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 22nd day of July, 2010 at the mortgaged premises described below, being known as 25 Park Avenue, West Springfield, Massachusetts, all and singular the premises described in said mortgage, to wit:

Beginning at a granite stone bound at the intersection of the easterly line of Main Street with the southerly line of Park Avenue; thence Easterly by the southerly side of Park Avenue three hundred twenty-three and 10/100 (323.10) feet to an iron pin; thence Southeasterly by a line making an interior angle of $91^{\circ}07'30''$ (from west to south) with the above-described course, by land taken by the Town of West Springfield for dike purposes, one hundred seventy-seven and 26/100 (177.26) feet to an iron pin; thence Southwesterly by a line making an interior angle of $99^{\circ}18'$ (from north to west) with the last-described course, partly by land taken by the Town of West Springfield as above, and partly by land now or formerly of one Brickett, three hundred twenty-four and 72/100 (324.72) feet to an iron pin in the easterly line of Main Street; thence Northwesterly by the easterly side of Main Street and by a line making an interior angle (from east to north) with the last described course of $86^{\circ}03'$, two hundred eighteen and 52/100 (218.52) feet to a granite stone bound; thence Northerly by the easterly side of Main Street as laid out by the Commissioners of Hampden County in 1864, said line making an interior angle with the last described course of $130^{\circ}48'$, twenty-five and 75/100 (25.75) feet to the point of beginning.

Containing 1.58 acres of land.

EXCEPTING therefrom a certain parcel of land 0.48 acres in area taken by eminent domain by the Commonwealth of Massachusetts under date of July 1, 1952 by instrument recorded in the Registry of Deeds for Hampden County in Book 2186, Page 68.

The 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 the adjourned sale date.

Said premises will be sold subject to and with the benefit of all restrictions, easements, improvements, outstanding tax titles, mortgages, liens, rights of tenants and parties in possession, unpaid taxes, municipal liens and other public taxes, assessments or liens, having priority over the mortgage described herein, if any.

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 the amount of the required deposit as set forth herein within three (3) business days after written notice of default of the previous highest bidder and title shall be conveyed to said second highest bidder within twenty (20) days of said written notice.

TERMS OF SALE: Twenty Five Thousand Dollars (\$25,000.00) will be required to be bid and be paid in cash or by certified check at the time and place of sale as earnest money. An additional deposit necessary to bring the total deposit to ten percent (10%) of the winning bid shall be paid within five (5) business days of the sale. The balance is to be paid in cash or by certified check within forty five (45) days of the date of the sale at the offices of Grassia, Murphy & Lupan, P.A., 5 Commonwealth Road, Natick, Massachusetts 01760. The description of the premises contained in said mortgage shall control in the event of any typographical error in this publication.

Other terms, if any, to be announced at the time and place of sale.

TD BANK, N.A.
Present holder of said mortgage,
By its attorney,

Michael J. Murphy
Grassia, Murphy & Lupan, P.A.
5 Commonwealth Road
Natick, MA 01760
Tel: (508) 650-9252

MEMORANDUM OF SALE

This Memorandum of Sale is made this 22nd day of July, 2010, by and among TD Bank, N.A., whose principal address is 370 Main Street, Worcester, MA 01608 ("Seller"); Aaron Posnik & Co., Inc. ("Auctioneer") and _____, _____, ("Buyer").

1. MORTGAGEE'S SALE AT PUBLIC AUCTION

Pursuant to a public auction duly advertised for July 22, 2010 at 11:00 a.m., on June 25, 2010, July 2, 2010 and July 9, 2010, in exercise of the Power of Sale contained in a Mortgage and Security Agreement from Mass Deli Realty, LLC of 25 Park Avenue, West Springfield to TD Banknorth, N.A. dated January 31, 2006 and recorded with the Hampden County Registry of Deeds in Book 15669, Page 116, the Buyer as the highest bidder agrees to purchase the real and personal property described below ("Property") in accordance with the terms hereof.

2. DESCRIPTION OF THE PROPERTY

Beginning at a granite stone bound at the intersection of the easterly line of Main Street with the southerly line of Park Avenue; thence Easterly by the southerly side of Park Avenue three hundred twenty-three and 10/100 (323.10) feet to an iron pin; thence Southeasterly by a line making an interior angle of $91^{\circ}07'30''$ (from west to south) with the above-described course, by land taken by the Town of West Springfield for dike purposes, one hundred seventy-seven and 26/100 (177.26) feet to an iron pin; thence Southwesterly by a line making an interior angle of $99^{\circ}18'$ (from north to west) with the last-described course, partly by land taken by the Town of West Springfield as above, and partly by land now or formerly of one Brickett, three hundred twenty-four and 72/100 (324.72) feet to an iron pin in the easterly line of Main Street; thence Northwesterly by the easterly side of Main Street and by a line making an interior angle (from east to north) with the last described course of $86^{\circ}03'$, two hundred eighteen and 52/100 (218.52) feet to a granite stone bound; thence Northerly by the easterly side of Main Street as laid out by the Commissioners of Hampden County in 1864, said line making an interior angle with the last described course of $130^{\circ}48'$, twenty-five and 75/100 (25.75) feet to the point of beginning.

Containing 1.58 acres of land.

EXCEPTING therefrom a certain parcel of land 0.48 acres in area taken by eminent domain by the Commonwealth of Massachusetts under date of July 1, 1952 by instrument recorded in the Registry of Deeds for Hampden County in Book 2186, Page 68.

3. TRANSFER OF THE PROPERTY

The Property shall be conveyed by the usual mortgagee's deed under the statutory power of sale. The personal property, if any, shall be transferred by a Bill of Sale, without covenants, which shall transfer the right, title and interest in and to all the personal property located at 25 Park Avenue, West Springfield, Massachusetts, which is subject to the Seller's security interest pursuant to the Mortgage and Security Agreement described above.

The property shall be conveyed and transferred subject to any outstanding tenancies and/or leases, rights of parties in possession, tax title, prior liens and encumbrances having seniority over the mortgage being foreclosed, municipal taxes and assessments, outstanding water or sewer bills or liens, the provisions of applicable state and local laws, including building codes, zoning ordinances and G.L. c. 21E.

The total bid price will be set forth as the consideration in the deed to the Property.

4. PRICE AND DEPOSIT

The bid price for which the Property has been sold to the Buyer is _____ Dollars (\$ _____) of which Twenty Five Thousand Dollars (\$25,000.00) has been paid this day in accordance with the terms of the mortgagee's notice of sale. An additional deposit in an amount necessary to bring the total deposit to ten percent (10%) of the winning bid shall be paid within five (5) business

days of the sale. The balance is to be paid by certified check or bank check at the time of the delivery of the deed. The Seller shall be entitled to any interest earned on the deposit and the amount to be paid by the Buyer shall not be adjusted to reflect any interest earned on the deposit.

5. CLOSING

The deed and associated papers shall be delivered and the balance of the consideration paid at the office of Grassia, Murphy & Lupan, P.A., 5 Commonwealth Road, Natick, Massachusetts on or before ten o'clock (10:00 a.m.) on the forty-fifth day following the date hereof, or such other time and place as may be mutually agreed upon by the Seller and the Buyer ("Closing").

6. TITLE

In the event the Seller cannot convey title to the Property as stipulated, the deposit, and if applicable, the balance of the purchase price, shall be refunded and all rights hereunder shall cease, and the Buyer shall have no recourse against the Seller, or its employees, agents and representatives, whether at law or in equity; provided, however, that Buyer shall have the election to accept such title as the Seller can deliver to the Property in its then condition and to pay therefor the purchase price without deduction, in which event the Seller shall convey such title.

7. RISK OF LOSS

Seller shall maintain casualty insurance covering the Property in a reasonable amount as determined in the sole discretion of the Seller. If the Property is damaged by fire or other casualty prior to the closing, Buyer shall accept a deed to the Property and an

assignment of so much of the insurance proceeds as has not been used in the restoration of the Property prior to the Closing, paying therefor the full balance of the bid price.

8. ACCEPTANCE OF DEED

The acceptance of a deed to the Property by the Buyer or Buyer's nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed or arising out of said public auction on the part of the Seller to be performed or observed.

9. CONDITION OF THE PREMISES

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. BUYER'S DEFAULT; DAMAGES

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. DEED STAMPS AND RECORDING FEES

Buyer shall pay for and cancel for the benefit of the Seller the excise tax stamps required to be affixed to the foreclosure deed by the law of the Commonwealth of Massachusetts. The Buyer shall pay all recording fees in connection with the transfer of the Property.

12. CONSTRUCTION OF AGREEMENT

This instrument, executed in triplicate, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inured to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the Seller and the Buyer. If two or more persons are named herein as Buyer, their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this memorandum or to be used in determining the intent of the parties to it.

IN WITNESS WHEREOF, the parties have executed this Memorandum as a sealed instrument as of the date first written above.

TD BANK, N.A.

By _____
Fred Casale, Vice President

AARON POSNIK & CO., INC., Auctioneer

By _____

Buyer

THE COMMONWEALTH OF MASSACHUSETTS
Town of West Springfield
Office of the Collector of Taxes

Certificate of Municipal Liens
GEN. LAWS CHAP. 60, SEC. 23
AS AMENDED, CHAP. 250, 1987

Requested By:
Attys Michael J. Murphy
5 Commonwealth Road
Natick, MA 01760

Certificate # 726
Cert Date 06/25/2010

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 06/25/2010 are listed below

DESCRIPTION OF REAL ESTATE

Map/Parcel	Land	268300	Land Area	0	Book	03662
422-00150-28-001	Building	568000	Cert #	0	Page	0179
	Other	0	Doc #	0	Deed Date	/ /
Unit	Total	836300				
District	0					
Name of person assessed	MASS DELI REALTY LLC					
Location of Property	25 PARK AVE					

Interest thru 07/12/2010

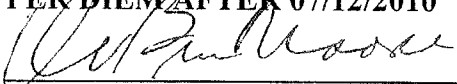
Year	Description	Total Billed	Balance	Interest	Demand & Fees	Total Due	PerDiem
2011	RE Q2	7,325.34	7,325.34	0.00	0.00	7,325.34	0.00
2011	RE Q1	7,325.34	7,325.34	0.00	0.00	7,325.34	0.00
2010	RE	29,011.25	29,011.25	1,798.24	5.00	30,814.49	11.13
2009	RE	27,435.43	0.00	0.00	0.00	0.00	0.00
	Total Taxes	71,097.36	43,661.93	1,798.24	5.00	45,465.17	11.13
2010	water/sewer	0.00	0.00	0.00	0.00	0.00	0.00
	Total Miscellaneous		0.00	0.00	0.00	0.00	0.00
	Property Total	71,097.36	43,661.93	1,798.24	5.00	45,465.17	11.13

RE Bill Number: 5568

For uncommitted water, sewer and misc charges, please contact the water department.

Unpaid utility and other charges

PER DIEM AFTER 07/12/2010 11.13 TOTAL DUE 45,465.17


Kathleen OBrien-Moore

Collector of taxes for **Town of West Springfield**
NAME OF CITY OR TOWN