

TABLE OF CONTENTS

BIDDER'S INFORMATIONAL PACKAGE

66-68 SOUTH BROAD STREET WESTFIELD, MASSACHUSETTS

DESCRIPTION	PAGE #
MORTGAGEE'S SALE OF REAL ESTATE	1-2
MEMORANDUM OF SALE	3-5
MUNICIPAL LIEN CERTIFICATE	6

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 **MICHAEL P. LEMELIN** to NUVO BANK & TRUST COMPANY, and now held by TD BANK, N.A. by assignment, dated September 30, 2008, recorded at Hampden County Registry of Deeds in Book 17490, Page 412, and Land Court Certificate of Title 33441, Doc. #178177, 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 Wednesday, the 5th day of August, 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:

66-68 SOUTH BROAD STREET, WESTFIELD, MA 01095

FIRST PARCEL:

WESTERLY by Ponders Hollow Road, two hundred thirty-five and 75/100 (235.75) feet;
NORTHERLY by land now or formerly of Stacia M. Placek, eight hundred and 23/100 (800.23) feet;
EASTERLY by land now or formerly of The New York, New Haven and Hartford Railroad Company, two hundred thirty-two and 12/100 (232.12) feet; and
WESTERLY by land now or formerly of Richard L. Fowler, seven hundred seventeen and 19/100 (717.19) feet.

All of said boundaries are determined by the Court to be located as shown upon plan numbered 24521-A, which is filed with original Certificate of Title No. 7413, the same being compiled from a plan drawn by Steele Bros., Engineers, dated July 1952 and January 1955, and additional data on file in the Land Registration Office, all as modified and approved by the Court.

So much of the land hereby registered as is included within the area marked "Transmission Easement for Electricity - City of Westfield" on said plan is subject to an easement as set forth in a grant made by Charles S. Thayer, et al, Trustees to the City of Westfield, dated July 9, 1941, duly recorded in Book 1721, Page 39.

BEING the same premises conveyed to Michael Lemelin by deed of W.H. Limited Partnership dated September 18, 2007 and recorded with the Hampden Registry District of the Land Court in Certificate of Title No. 33441 as Document No. 174074.

SECOND PARCEL:

The land in Westfield, Hampden County, Massachusetts being an area designated as .06 acre as shown on a plan entitled "Plan of Property of the City Westfield" dated March 4, 1977 and recorded in the Hampden County Registry of Deeds in Plan Book 170, Page 92. Said .06 acre being more particularly bounded and described as follows:

Beginning at a point N 79° 35' 45" E one hundred ninety (190.00) feet from the easterly line of Ponders Hollow Road (so-called) on the northerly line of the land of the grantor and the southerly line of the grantees; thence

N 79° 35' 45" E a distance of one hundred fifty (150) feet along land of the Grantees to a point; thence

S 10° 24' 15" E a distance of twenty (20) feet along land of the City of Westfield to a point; thence

S 79° 35' 45" W a distance of one hundred twenty and 06/100 (120.06) feet along land of the City of Westfield to a point; thence

N 66° 39' 29" W a distance of thirty-six (36) feet along land of the City of Westfield to the point of beginning.

BEING the same premises conveyed to Michael Lemelin by deed of W.H. Limited Partnership dated September 18, 2007 and recorded in the Hampden County Registry of Deeds on September 21, 2007 at Book 16934, Page 301.

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.

Fifty Thousand Dollars (\$50,000) 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, the balance to be paid in cash within Twenty (20) business days of the date of sale.

Buyer shall also pay directly to the auctioneer, Aaron Posnik & Company, 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 thirty (30) 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.

TD BANK, N.A. Successor in Interest
to NUVO BANK & TRUST COMPANY,
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

Fifty Thousand Dollars (\$50,000) received from Buyer by TD BANK, N.A. Successor in Interest to Nuvo Bank & Trust Co., ("Seller or Mortgagee") as earnest money to be applied to the purchase price of real estate located at **66-68 BROAD STREET, WESTFIELD, MASSACHUSETTS 01085 ("Premises")** sold this day under a power of sale contained in a mortgage given to TD BANK, N.A. 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 TD BANK, N.A. ("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.

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.

The Buyer agrees to pay the balance of said purchase price shown below within twenty (20) business days from the date of this agreement at the offices of Doherty, Wallace, Pillsbury and Murphy, 1414 Main Street, 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 TD BANK, N.A.

Buyer shall also pay directly to the auctioneer, Aaron Posnik & Associates, 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 Premises 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, TD BANK, N.A. reserves the right to sell the Premises by Foreclosure Deed to the next highest qualified bidder provided that the next highest qualified bidder shall deposit with Doherty, Wallace, Pillsbury and Murphy, P.C. as attorneys for TD BANK, N.A., 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 thirty (30) 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 Premises.

BUYER

NAME: _____

ADDRESS: _____

Buyer's Bid \$ _____

Initial Deposit \$ 50,000.00

Balance Due \$ _____ by 09/02/10

+5% Buyer's Premium _____

TD BANK, N.A.,

BY: _____

DATED: _____

State Tax Form 290
Certificate: 87
Issuance Date: 06/30/2010

MUNICIPAL LIEN CERTIFICATE
CITY OF WESTFIELD
COMMONWEALTH OF MASSACHUSETTS

Requested by DOHERTY, WALLACE, PILLSBURY & MURPHY, PC

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 06/28/2010 are listed below.

DESCRIPTION OF PROPERTY

Parcel ID: 0190001600000

66 S BROAD ST

LEMELIN, MICHAEL
15 DELL ST
EAST LONGMEADOW MA 01028

Land area : 4.00 AC
Land Value : 202,000
Impr Value : 722,400
Land Use : 0
Exemptions : 0
Taxable Value: 924,400

Deed date: 09/21/2007 Book/Page: LCC/3441
Class: 4000-MANUFACTURING

FISCAL YEAR	2011	2010	2009
DESCRIPTION	(PRELIMINARY - 2 QTRS.)		
COMMUNITY PRESERVATION ACT	\$.00	\$264.38	\$298.60
COMMERCIAL REAL ESTATE TAX	\$13,218.92	\$26,437.84	\$29,860.22
COMM INTEREST SEWER LIEN	\$.00	\$6.55	\$.00
COMM INTEREST WATER LIEN	\$.00	\$11.39	\$.00
SEWER LIEN	\$.00	\$65.50	\$.00
WATER LIEN	\$.00	\$113.94	\$.00
TOTAL BILLED:	\$13,218.92	\$26,899.60	\$30,158.82
Charges/Fees	\$.00	\$5.00	\$5.00
Abatements/Exemptions	\$.00	\$.00	\$.00
Payments/Credits	\$.00	\$.00	\$.00
Interest to 06/30/2010	\$.00	\$2,113.54	-\$7,227.13
TOTAL BALANCE DUE:	\$13,218.92	\$29,018.14	\$27,436.10

NOTE: Actual 2010 taxes not yet issued.

TOTAL INTEREST PER DIEM: \$19.1135

OTHER UNPAID BALANCES:
2010 UTILITY BILLING - (2 ACCTS) \$1,634.07

For all SEWER, WATER and WASTE MANAGEMENT billing information and/or FINAL READS, please call WATER RESOURCES DEPARTMENT at (413)572-6243.

GAS & ELECTRIC: \$12,460.14 TOTAL DUE NOT FINAL BILLS
(Payable to Westfield Gas & Electric, 100 Elm Street, Westfield, MA)

REAL ESTATE PARCELS are subject to SUPPLEMENTAL TAX ASSESSMENTS under M.G.L. Chapter 59 Sec 2D.

All other amounts listed above are to be paid to the Collector. I have no knowledge of any other outstanding amount that constitutes a lien.


MICHAEL J. MCMAHON
CITY COLLECTOR