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## **BIDDER'S INFORMATIONAL PACKAGE**

### **18 PEQUOT ROAD SOUTHAMPTON, MASSACHUSETTS**

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## MORTGAGEE'S SALE OF REAL ESTATE

By virtue of and in execution of the Power of Sale contained in a certain mortgage given by BRIAN E. WHITEWAY to UNITED BANK dated August 8, 2007 and recorded in Hampshire County Registry of Deeds in Book 9228, Page 54, of which mortgage the undersigned is the present owner and holder, for breach of the conditions of said mortgage and for the purpose of foreclosing, the same will be sold at Public Auction on **AUGUST 17, 2010 at 3:00 P.M.**, at the mortgaged premises known as **18 PEQUOT ROAD, SOUTHAMPTON, HAMPSHIRE COUNTY, MASSACHUSETTS**, all and singular the premises described in said mortgage, to wit:

“Certain real estate situated in Southamton, Hampshire County, Massachusetts, bounded and described as follows:

PARCEL I: Beginning at an iron pipe on the Westerly side of Pequot road forty-seven feet (47') and forty-three one hundredths (43/100) inches Northerly of a stone bound at the Northeasterly corner of land now or formerly of William Otto; thence running

NORTHEASTERLY along the said Westerly side of Pequot road one hundred fifty feet (150') to an iron pipe; thence running

NORTHWESTERLY at a right angle and along land now or formerly of Michael J. Lielasus two hundred (200') to other land of said Lielasus; thence running

SOUTHWESTERLY along other land of said Lielasus at a right angle two hundred seventy-six and ninety-one one hundredths feet (276.91') to an iron pin at the Northerly side of a private way leading to the said Lielasus residence; thence running

SOUTHEASTERLY along the Northerly side of said private way at an included angle of fifty-seven degrees (57°) seventy-eight (78) minutes two hundred thirty-six and ninety-four one hundredths (236.94') feet to the Westerly side of Pequot Road and forming an included angle of one hundred twenty-two degrees (122°) twenty-two minutes with the first described bound.

Reference is hereby made to plan of “land of Pequot Lake Civic League of Southamton, Inc., Southamton, Mass.” Dated October, 1954, recorded in said Hampshire County Registry of Deeds.

A right of Way of Anna M. Laporte and her heirs and assigns over a private road running from the Easthamton Road to her property and also over an old road running along the Westerly wide of the property to the Southamton Road. See deed of Julie L. Laporte to Anna M. Laporte dated August 17, 1917, recorded in the Hampshire County Registry of Deeds in Book 734, Page 177.

Subject to water or spring privileges as described in a deed dated February 13, 1861, recorded as aforesaid in Book 199, Page 178.

Subject to a Notice of Special Permit issued by the Town of Southamton Board of Appeals on January 25, 1999 and recorded as aforesaid in Book 5634, Page 58, and one recorded as aforesaid in

Book 5899, Page 304, and another issued on June 28, 1969 and recorded as aforesaid in Book 1555, Page 85.

Subject to easement rights in favor of Western Massachusetts Electric Company as set forth under instrument dated October 31, 1940 and recorded in Hampshire county Registry of Deeds in Book 955, Page 64.

Being the same premises conveyed to the mortgagor herein by deed of Master Wardens and Members of the Grand Lodge of Mason in Massachusetts dated March 3, 1999 and recorded in the Hampshire County Registry of Deeds in Book 5631, Page 336.”

Terms of Sale: The premises will be sold subject to all outstanding tax titles, municipal or other public taxes, assessments or liens, if any.

TEN THOUSAND DOLLARS (\$10,000) (“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 five (5) business days of the sale. The balance to be paid at the office of Mortgagee’s attorney, David W. Young, Esquire, 62 Suffield St., Agawam, MA, in cash or by certified check within twenty (20) business days of the date of sale, unless the Mortgage Holder otherwise agrees, time being of the essence. The purchaser will be responsible for all closing costs, Massachusetts deed excise stamps and recording fees.

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 attorney, David W. Young, Esquire, 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.

The sale may be postponed or adjourned from time to time, if necessary, by the attorney for the mortgagee at the scheduled time and place of sale. The description for the premises contained in said mortgage shall control in the event of a typographical error in this publication. Other terms, if any, to be announced at the time and place of sale.

Dated: July 20, 2010

UNITED BANK  
By: David W. Young, Esquire, Its Attorney  
62 Suffield Street  
Agawam, MA 01001  
(July 23, July 30 and August 6, 2010)

## MEMORANDUM OF SALE

Ten Thousand Dollars (\$10,000) (“Initial Deposit”) received from Buyer by UNITED BANK, [f/k/a UNITED COOPERATIVE BANK] (“Mortgagee”) as earnest money to be applied to the purchase price of real estate located at **18 PEQUOT ROAD, SOUTHAMPTON, MASSACHUSETTS 01073** 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.

Ten Thousand Dollars (\$00,000) ("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 five (5) business days of the sale. 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 David W. Young, Esquire, 62 Suffield Street, Agawam, Massachusetts 01001. If

said balance is not paid within said twenty (20) days, as herein provided, said earnest money shall be forfeited and become the property of UNITED BANK.

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 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 attorney, David W. Young, Esquire, 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 \$ 10,000.00

Add'l. Deposit \$ \_\_\_\_\_ by 00/00/00 (combined total 10%)

Balance Due \$ \_\_\_\_\_ by 00/00/00

+X% Buyer's Premium \_\_\_\_\_

UNITED BANK

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
David W. Young, Esquire, Its Attorney  
62 Suffield Street  
Agawam, MA 01001  
Telephone: (413) 786-1360

MUNICIPAL LIEN CERTIFICATE  
 THE COMMONWEALTH OF MASSACHUSETTS  
 OFFICE OF THE COLLECTOR OF TAXES  
 TOWN OF SOUTHAMPTON  
 8 EAST ST PO BOX 157  
 SOUTHAMPTON MA 01073  
 413-527-4920

NUMBER: 2011-27

- Quarterly Billing -

Issued: August 04, 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 July 22, 2010 are listed below.

TO:

DAVID W. YOUNG  
 62 SUFFIELD STREET  
 PO BOX 322  
 AGAWAM MA 01001-0322

DESCRIPTION OF PROPERTY
Parcel Id: Map 41 Block: 24 Lot 0
Location: 18 PEQUOT RD
Acreage: 0.970
Legal Reference: 5631 336
Assessed Owner(s): WHITEWAY BRIAN E
Supposed Owner:

MISCELLANEOUS UNPAIDS	VALUATION DETAIL	TAX/\$1000
WATER BILL 168.00	Residential 0 @ 0.00	
HOLYOKE GAS & ELECTRIC 67.06	Open Space 0 @ 0.00	
	Commercial 214,000 @ 0.00	
	Industrial 0 @ 0.00	
	Exempt 0 @ 0.00	
Miscellaneous Unpaid Total 235.06 0.00	Aggr. Credits 0	

BETTERMENT / LIEN DETAIL									
2 0 1 1	Amount	Com Int	2 0 1 0	Amount	Com Int	2 0 0 9	Amount	Com Int	
CPA	39.68	0.00	CPA	79.35	0.00	CPA	77.43	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 1	2 0 1 0	2 0 0 9						
Preliminary 1st Due: 08/02/2010	661.26	645.21	628.63						
Preliminary 2nd Due: 11/01/2010	661.26	645.21	628.63						
Actual 1st/3rd Due: 02/01/2011	0.00	677.31	661.79						
Actual 2nd/4th Due: 05/02/2011	0.00	677.31	661.79						
District/Supl/Revised	39.68	79.35	77.43						
Betterment and Liens	0.00	0.00	0.00						
Committed Interest	0.00	0.00	0.00						
Interest To: 08/04/2010	0.52	0.00	0.00						
Charges and Fees	0.00	0.00	0.00						
DEFERRALS									
DEFERRAL	0.00	0.00	0.00						
PAYMENTS									
Preliminary	0.00	0.00	0.00						
Actual	0.00	0.00	0.00						
District/Supl/Revised	0.00	0.00	0.00						
Betterments/Liens	0.00	0.00	0.00						
Committed Interest	0.00	0.00	0.00						
Interest Paid	0.00	0.00	0.00						
Charges and Fees	0.00	0.00	0.00						
Abatement/Exemption	0.00	0.00	0.00						
Deferral, Tax Title Transfer	0.00	2,724.39	2,658.27						
CURRENT UNPAID TAXES (PER DIEM)	1,362.72 (0.26)	0.00 (0.00)	0.00 (0.00)						

TOTAL AMOUNT DUE \$ 1,362.72 (0.26) + MISCELLANEOUS UNPAIDS AS DESCRIBED ABOVE

**NOTATIONS & COMMENTS**

THIS PROPERTY IS IN TAX TITLE. CONTACT TREASURER FOR PAYOFF.  
 PRELIMINARY TAXES GENERALLY REPRESENT NO MORE THAN 50% OF PRIOR YEAR'S TAX.

WATER BILL OWED \$168.00 HOLYOKE GAS & ELECTRIC OWED \$67.06 AS OF 7/2/10

PLEASE BE ADVISED THAT CERTAIN REAL ESTATE TAXES IN THIS TOWN ARE SUBJECT TO THE COMMUNITY PRESERVATION SURCHARGE

PLEASE NOTE: CPA SURCHARGE SHOWN IN DISTRICT SECTION IS NOT INCLUDED IN THE TAX FIGURE TOTAL IN THE ASSESSMENTS SECTION  
 REAL ESTATE PARCELS IN THIS COMMUNITY ARE SUBJECT TO SUPPLEMENTAL TAX ASSESSMENTS UNDER G.L. CH 59/2D

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

*Kristie Ann P. Slattery*  
 KRISTIE-ANN P. SLATTERY, Collector of Taxes  
 TOWN OF SOUTHAMPTON

I have no knowledge of any other lien outstanding.