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## BIDDER'S INFORMATIONAL PACKAGE

### 73 ELM STREET WESTFIELD, 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 Hampden County Registry of Deeds in Book 16858, Page 314, 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 **OCTOBER 1, 2010 at 3:00 P.M.**, at the mortgaged premises known as **73 ELM STREET, WESTFIELD, HAMPDEN COUNTY, MASSACHUSETTS**, all and singular the premises described in said mortgage, to wit:

“Property: 73 Elm Street, Westfield, Massachusetts

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

Beginning at a point on the easterly side of Elm Street at the southwest corner of land conveyed by Ferdinand J. Mashin to James J. Longs by deed dated April 24, 1924, and recorded in the Hampden County Registry of Deeds, book 1222, Page 460, then running

S. 65° 35' E. on land formerly of James J. Long about one hundred thirty-seven and 7/10 (137.7) feet to land now or formerly of Lambson Furniture Company, thence running

SOUTHERLY on land now or formerly of said Lambson Furniture Company to land formerly of Frederick Morand; thence running

WESTERLY on land formerly of said Frederick Morand to a point in the easterly side of Elm Street; thence running

NORTHERLY on Elm Street about thirty-one and 19/100 (31.19) feet to the place of beginning.

Being the same premises conveyed to the mortgagor herein by deed of Abdelhamed Moutan dated April 22, 2003 and recorded in the Hampden County Registry of Deeds in Book 13126, Page 597.”

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: September 7, 2010

UNITED BANK  
By: David W. Young, Esquire, Its Attorney  
62 Suffield Street  
Agawam, MA 01001

(09/09/10, 09/16/10, 09/23/10)

## 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 **73 ELM STREET, WESTFIELD, MASSACHUSETTS 01085**, 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 (\$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, 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 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 SIGNATURE

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

Buyer's Bid \$ \_\_\_\_\_

Initial Deposit \$ 10,000.00

Add'l. Deposit \$ \_\_\_\_\_ by 10/08/2010 (combined total = 10%)

Balance Due \$ \_\_\_\_\_ by 10/29/2010

+ 5% Buyer's Premium \$ \_\_\_\_\_

UNITED BANK

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

BY: \_\_\_\_\_

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

State Tax Form 290  
 Certificate: 23  
 Issuance Date: 09/10/2010

MUNICIPAL LIEN CERTIFICATE  
 CITY OF WESTFIELD  
 COMMONWEALTH OF MASSACHUSETTS

Requested by ATTORNEY DAVID W. YOUNG

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 09/09/2010 are listed below.

DESCRIPTION OF PROPERTY

Parcel ID: 0090000800000

73 ELM ST

WHITWAY, BRIAN E  
 2173 CAMINO DEL ESTE APT 6125  
 SAN DIEGO CA 92108-1552

Land area : 4,250 SF  
 Land Value : 37,200  
 Impr Value : 64,100  
 Land Use : 0  
 Exemptions : 0  
 Taxable Value: 101,300

Deed date: 04/23/2003 Book/Page: 13126/597  
 Class: 0101-MULTRES

FISCAL YEAR	2011	2010	2009
DESCRIPTION	(PRELIMINARY - 2 QTRS.)		
COMMUNITY PRESERVATION ACT	\$ .00	\$14.49	\$14.52
COMMERCIAL REAL ESTATE TAX	\$724.30	\$1,448.59	\$1,452.29
RESIDENTIAL REAL ESTATE TAX	\$371.77	\$743.54	\$733.24
BUSINESS IMPROVEMENT DISTRICT	\$ .00	\$303.25	\$526.00
COMM INTEREST SEWER LIEN	\$ .00	\$33.85	\$ .00
COMM INTEREST WATER LIEN	\$ .00	\$36.01	\$47.26
GAS & ELECTRIC DEPT. LIEN	\$ .00	\$178.11	\$ .00
SEWER LIEN	\$ .00	\$338.50	\$ .00
WATER LIEN	\$ .00	\$360.09	\$472.61
TOTAL BILLED:	\$1,096.07	\$3,456.43	\$3,245.92
Charges/Fees	\$ .00	\$5.00	\$5.00
Abatements/Exemptions	\$ .00	\$ .00	\$ .00
Payments/Credits	\$ .00	\$ .00	\$ .00
Interest to 09/10/2010	\$8.20	\$325.47	\$756.27
TOTAL BALANCE			
DUE TO 09/10/10:	\$556.24	\$3,786.90	\$4,007.19

NOTE: Actual 2011 taxes not yet issued.

TOTAL INTEREST PER DIEM: \$3.5273

OTHER UNPAID BALANCES:  
 2008 REAL ESTATE \$2,633.50  
 2010 UTILITY BILLING \$573.09  
 2011 UTILITY BILLING \$192.37

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

GAS & ELECTRIC: N/A  
 (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.



State Tax Form 290  
Certificate: 23  
Issuance Date: 09/10/2010

MUNICIPAL LIEN CERTIFICATE  
CITY OF WESTFIELD  
COMMONWEALTH OF MASSACHUSETTS

  
MICHAEL J. MCMAHON  
CITY COLLECTOR

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE