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BIDDER'S INFORMATIONAL PACKAGE

214-218 STATE STREET NORTHAMPTON, 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 214 STATE STREET LIMITED PARTNERSHIP, a Massachusetts limited partnership, to FLORENCE SAVINGS BANK, dated November 2, 2005, recorded at Hampshire County Registry of Deeds in Book 8504, Page 246, 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 Monday, the 1st day of November, 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:

214-218 STATE STREET, NORTHAMPTON, MA 01060

The land with the buildings thereon, in Northampton, Massachusetts, at the junction of State Street and Finn Street, formerly called Spring Street, more particularly bounded and described as follows:

NORTHERLY about one hundred and fifty-five (155) feet, more or less, by said Finn Street (formerly called Spring Street);

EASTERLY about one hundred fifty-five (155) feet, more or less, by said State Street;

SOUTHERLY about one hundred fifty-nine (159) feet, more or less, by land now or formerly of Jane Cliff; and

WESTERLY about one hundred fifty-six (156) feet, more or less, by land now or formerly of A. C. Matthews and being the same premises conveyed by deed of Adeline M. Berrick to George F. Brown and Eva C. Brown husband and wife, as tenants by the entirety, dated June 15, 1922, recorded in the Hampshire County Regis of Deeds in Book 780, Page 371, to which reference is made for further description. The said Eva C. Brown died on March 14, 1963.

EXCEPTING, however, if applicable, from the above-described premise that small portion of the same conveyed by deed of George F. Brown and Eva C. Brown to the City of Northampton dated March 6, 1946 recorded in said Registry in Book 1000, Page 214.

SUBJECT to a Notice of Special Permit issued by the City of Northampton, dated March 24, 1981 and recorded in the Hampshire County Registry of Deeds in Book 2214, Page 285.

SUBJECT to a Decision Regarding Special Permit issued by the City of Northampton, dated August 28, 2002 and recorded in the Hampshire County Registry of Deeds in Book 6763, Page 307.

Being the same premises conveyed to the herein named mortgagor (s) by deed recorded with Hampshire County Registry of Deeds in Book 6845, Page 88.

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 condominium common charges, 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) 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.

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.

FLORENCE SAVINGS 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 FLORENCE SAVINGS BANK, ("Seller or Mortgagee") as earnest money to be applied to the purchase price of real estate located at **214-218 STATE STREET, NORTHAMPTON, MASSACHUSETTS** sold this day under a power of sale contained in a mortgage given to FLORENCE SAVINGS 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) 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) days of the date of sale 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 FLORENCE SAVINGS 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, FLORENCE SAVINGS 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 FLORENCE SAVINGS 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 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 property.

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.

BUYER SIGNATURE

NAME: _____

ADDRESS: _____

Buyer's Bid \$ _____

Buyer's Premium \$ _____ (5%)

Initial deposit due \$ 20,000.00 (on 11/1/10)

Balance due \$ _____ (by 11/30/10)

FLORENCE SAVINGS BANK

BY: _____

DATED: _____

State Tax Form 290
 Certificate: 282
 Issuance Date: 10/04/2010

MUNICIPAL LIEN CERTIFICATE
 CITY OF NORTHAMPTON
 COMMONWEALTH OF MASSACHUSETTS

Requested by ATTORNEY 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 parcel of real estate specified in your application received on 10/04/2010 are listed below.

DESCRIPTION OF PROPERTY

Parcel ID: 24D-171-001

218 STATE ST

214 STATE ST LTD PARTNERSHIP
 10 DEWEY ST
 EASTHAMPTON MA 01027

Land area : 0.57 AC
 Land Value : 240,230
 Impr Value : 105,320
 Land Use : 0
 Exemptions : 0
 Taxable Value: 345,550

Deed date: 10/23/2002 Book/Page: 6845/88
 Class: 013-MIXED USE PRIM RESIDENTIAL

FISCAL YEAR	2011	2010	2009
DESCRIPTION			
2009 CPA TAX SURCHARGE	\$46.56	\$93.11	\$84.93
REAL ESTATE TAX PRINCIPAL	\$2,183.88	\$4,367.75	\$3,978.85
TOTAL BILLED:	\$2,230.44	\$4,460.86	\$4,063.78
Charges/Fees	\$0.00	\$0.00	\$0.00
Abatements/Exemptions	\$0.00	\$0.00	\$0.00
Payments/Credits	-\$1,115.22	-\$4,460.86	-\$4,063.78
Interest to 10/04/2010	\$0.00	\$0.00	\$0.00
TOTAL BALANCE DUE:	\$1,115.22	\$0.00	\$0.00

NOTE: Actual 2011 taxes not yet issued.

OTHER UNPAID BALANCES:
 2010 WATER REVENUE BILLING \$175.27
 2011 WATER REVENUE BILLING \$532.18

WATER/SEWER ACCOUNT CURRENT WATER DUE CURRENT SEWER DUE

36-40009330 \$258.23 \$449.22

I HAVE NO KNOWLEDGE OF ANY OTHER LIEN OUTSTANDING.

NOTE: ALL UNPAID BALANCES HAVE INTEREST COMPUTED TO THE DATE ON THE CERTIFICATE, PLUS DEMAND FEE.
 IF SOLD, CONTACT THE WATER DEPT. AT 587-1570 FOR A FINAL READING.

Melissa J. Lampron
 MELISSA J. LAMPROM
 Asst. CITY COLLECTOR

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE

PROPERTY : 16306

LOCATION: 214 STATE ST

CURRENT OWNER:

HAMPSHIRE FINANCIAL & INS SVCS
214 STATE ST
NORTHAMPTON MA 01060

CURRENT STATUS:

TAXABLE VALUATION : 1,750

Garth M. Desoto
Asst. Clk.
10/4/10

INTEREST DATE: 10/04/2010

YEAR	TYPE	BILL	INST CHARGE	BILLED	PRIN DUE	INT DUE	TOTAL DUE

2011	PP-R	602					
	1	PERS PROP		5.53	5.53	.13	5.66
	2	PERS PROP		5.53	5.53	.00	5.53

				11.06	11.06	.13	11.19

2009	PP-R	1623					
	1	DEMAND		15.00	15.00	.00	15.00
	3	PERS PROP		10.79	10.79	2.52	13.31
	4	PERS PROP		10.79	10.79	2.16	12.95

				36.58	36.58	4.68	41.26

GRAND TOTALS				47.64	47.64	4.81	52.45