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BIDDER'S INFORMATIONAL PACKAGE

199 SERVISTAR INDUSTRIAL WAY WESTFIELD, MASSACHUSETTS

N/K/A UNIT 1 OF SAGE AMERICAN COMMERCIAL CONDOMINIUM

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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 LYMAN C. CONRAD and JUDITH D. CONRAD, to UNITED BANK, dated, September 18, 2006, recorded at Hampden County Registry of Deeds in Book 16196, Page 583, 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 8th day of November, 2010**, upon a portion of the premises described in said mortgage, EXCEPTING and EXCLUDING so much that has been partially released of record, said premises being therein described substantially as follows, to wit:

**199 SERVISTAR INDUSTRIAL WAY, WESTFIELD, MA 01085,
N/K/A UNIT 1 of SAGE AMERICAN COMMERCIAL CONDOMINIUM**

The land in Westfield, Hampden County, Massachusetts, more particularly as Parcel "C" on a plan by D.L. Bean, Inc., Surveyors & Engineers, which plan is recorded with the Hampden County Registry of Deeds in Book of Plans 329, Page 126.

Said premises are also further conveyed subject to rights of record in favor of Ampad, and rights in favor of Western Massachusetts Electric Company recorded with the Hampden County Registry of Deeds in Book 1618, Page 138, as most recently amended, and any other rights, easements, restrictions, covenants or matters of record.

Being the same premises conveyed to the Mortgagors herein by deed of Lyman Conrad recorded in Hampden County Registry of Deeds Book 16196, Page 583.

The Unit known as Unit 1 of the condominium known as Sage American Commercial Condominium (hereinafter the Unit). Said Unit having been established by Lyman Conrad and Judith D. Conrad pursuant to the Master Deed of Sage American Commercial Condominium dated 3/14/07, and recorded with the Hampden County Registry of Deeds in Book 166562, Page 252 on 3/15/07 (hereinafter the Master Deed). The unit's post office mailing address is 199 Servistar Industrial Way, Suite 1, Westfield, MA 01085

The Unit is shown on the Building Plans labeled SAGE AMERICAN COMMERCIAL CONDOMINIUM, SERVISTAR INDUSTRIAL WAY WESTFIELD, MASSACHUSETTS, 01085 BUILDING PLANS prepared by Sage Engineering recorded with the Hampden County Registry of Deeds in Book of Plans 345 Page 82, a portion of which showing the Unit is attached hereto and made a part hereof, to which is affixed the verified statement of a Professional Land Survey in the form required by Massachusetts General Laws Chapter 183A Section 9.

The Unit is conveyed together with:

- 1) An undivided 50% interest in the common areas and facilities of the property as described in said Master Deed subject to the easements as set forth in said Master Deed and any unit deed of said Sage American Commercial Condominium;
- 2) An easement for the use of the following areas and facilities:
 - a) Such air conditioning, utilities and other equipment which is appurtenant to and services the Buildings.
 - b) All heating equipment and other apparatus and installations existing in the Buildings, or necessary or convenient for the existence, maintenance or safety of the Buildings, if any.

c) Unit 1 shall have an Exclusive Use Easement for all lawful purposes to that area shown on the Site Plan referred to in the Master Deed as LYMAN CONRAD BUILDABLE AREA AND PRIVATE YARD subject to a right of way for Unit 2 over the area shown on said plan as ROW PASSAGE EASEMENT TO BENEFIT SAGE ENGINEERING.

d) Each unit shall have an easement in common with other units to common areas of the condominium, including but not limited to, the airlock common entryway to the building and common stairways.

The right to use, in common with the owners of other units served thereby, all utility lines and other common facilities located in any of the other units or in the common area described in said Master Deed hereof, and serving that unit. Nothing herein shall be construed to limit the right of any owner of a unit to use other nonexclusive common areas and facilities in accordance with their intended purposes. All of the units shall have appurtenant thereto, in common with each other, the right and easement to use the remaining land, driveways, lawn area and walkways of said premises, subject to and in accordance with restrictions, limitations, provisions, and conditions as hereinbefore and hereinafter set forth in this Master Deed and the provisions of the By-Laws of the Association, and the Rules and Regulations promulgated under the By-Laws.

Pursuant to the Master Deed the owner of Unit 1 shall have the right to expand Unit 1 into the FUTURE ADDITION area shown on the Site Plan referred to in the Master Deed by expanding the building into that area and the right to expand the mezzanine level in the unit. In the event that either (of both) Unit 1 or Unit 2 are expanded by expanding the building, the Right of Way Passage Easement for the benefit of Unit 2 will be moved to the area designated on the Site Plan referred to in the Master Deed.

The unit is conveyed subject to the following:

1) If any Unit, now or hereafter, encroaches upon any other unit or upon a portion of the Common Areas and Facilities, or if any portion of the Common Areas and Facilities, now or hereafter encroaches upon any unit as a result of the alteration or repair of such building or unit, the settling of a building, or a unit therein, as a result of repair or restoration of a building or any unit after damage by fire or other casualty, or as a result of condemnation or eminent domain proceedings. A valid easement for the encroachment and the maintenance of the same shall exist so long as the buildings stand.

2) Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title, created by the Massachusetts General Laws, Chapter 183A, set forth in the Master Deed for the Sage American Commercial Condominium dated 3/14/07 and recorded with the Hampden County Registry of Deeds in Book 16562 Page 252; as amended in the related By-Laws and Declaration of Trust creating the estate in any of the aforesaid instruments.

3) Other restrictions and easements of record.

Each unit is hereby restricted to non-residential commercial use and an ancillary use allowed by the zoning and other laws and regulations of the City of Westfield.

Said Sage American Commercial Condominium is located on the premises conveyed to the grantor by a Deed recorded with the Hampden County Registry of Deeds in Book 16196 Page 582.

Premises *being sold* described as Unit #1 of Sage American Commercial Condominium, 199 Servistar Industrial Way, Westfield, Hampden County, Massachusetts; and Premises released of record and *NOT being sold* described as Unit #2 of Sage American Commercial Condominium, 199 Servistar Industrial Way, Westfield, Hampden County, Massachusetts. Partial release of Mortgage recorded at Book 16626, Page 68.

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) ("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 ten (10) business days of the sale. The balance to be paid in cash or by certified check within twenty (20) business days of the date of sale.

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 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.

UNITED 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) (“Initial Deposit”) received from Buyer by UNITED BANK, (“Seller or Mortgagee”) as earnest money to be applied to the purchase price of real estate located at **199 SERVISTAR INDUSTRIAL WAY, WESTFIELD, MASSACHUSETTS 01085, n/k/a UNIT 1 of SAGE AMERICAN COMMERCIAL CONDOMINIUM**, 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.

Twenty Thousand Dollars (\$20,000) ("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 ten (10) 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 Doherty Wallace, Pillsbury and Murphy, One Monarch Place, Suite 1900, Springfield, Massachusetts. 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 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
NAME: _____
ADDRESS: _____

Buyer's Bid _____

Initial Deposit \$ 20,000.00

Add'l. Deposit \$ _____ by 11/22/10 (combined total 10%)

Balance Due \$ _____ by 12/06/10

+5% Buyer's Premium _____

UNITED BANK

BY: _____

DATED: _____

State Tax Form 290
 Certificate: 87
 Issuance Date: 10/21/2010

MUNICIPAL LIEN CERTIFICATE
 CITY OF WESTFIELD
 COMMONWEALTH OF MASSACHUSETTS

Requested by DOHERTY, WALLACE, PILLSBURY AND
 MURPHY, P.C.

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 10/20/2010 are listed below.

DESCRIPTION OF PROPERTY

Parcel ID: 056R00300002A

199 SERVISTAR IND WY

CONRAD, LYMAN C & JUDITH D
 199 SERVISTAR IND WY
 WESTFIELD MA 01085

Land area : 0.00 AC
 Land Value : 0
 Impr Value : 265,400
 Land Use : 0
 Exemptions : 0
 Taxable Value: 265,400

Deed date: 03/15/2007 Book/Page: 16562/0285
 Class: 4021-INDUSTR.

FISCAL YEAR	2011	2010	2009
DESCRIPTION	(PRELIMINARY - 2 QTRS.)		
COMMERCIAL REAL ESTATE TAX	\$3,795.22	\$4,072.64	\$4,748.92
COMM INTEREST SEWER LIEN	\$0.00	\$26.20	\$26.20
COMM INTEREST WATER LIEN	\$0.00	\$12.66	\$13.38
SEWER LIEN	\$0.00	\$262.00	\$262.00
WATER LIEN	\$0.00	\$126.62	\$133.76
TOTAL BILLED:	\$3,795.22	\$4,500.12	\$5,184.26
Charges/Fees	\$0.00	\$5.00	\$5.00
Abatements/Exemptions	\$0.00	\$0.00	\$0.00
Payments/Credits	\$0.00	-\$1,921.66	-\$5,184.26
Interest to 10/21/2010	\$58.23	\$325.12	\$0.00
TOTAL BALANCE DUE:	\$3,853.45	\$2,908.58	\$0.00

NOTE: Actual 2011 taxes not yet issued.

TOTAL INTEREST PER DIEM: \$1.7169

OTHER UNPAID BALANCES:
 2010 UTILITY BILLING \$395.65
 2011 UTILITY BILLING \$93.51

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

GAS & ELECTRIC: \$481.98 DUE NOT A FINAL BILL
 (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

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE