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**BIDDER'S INFORMATIONAL PACKAGE
199 EAST MAIN STREET (RT. 2A)
ERVING, 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 Gail A. Beauregard and Nicol B. Wander to The Bank of Western Massachusetts, said mortgage being dated October 8, 2004 and recorded with the Franklin County Registry of Deeds in Book 4714, Page 227, of which mortgage the undersigned is the present holder, for breach of the conditions of said mortgage and for the purpose of foreclosing same, will be sold at public auction at 2:00 p.m. on the 23rd day of April, 2010, upon the premises located at 199 East Main Street, Erving, Franklin County, Massachusetts, all and singular, the premises described in said mortgage, to wit:

EXHIBIT "A"

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

Beginning at the northeasterly corner of the said tract of land and on the south side of the State Highway and the line between Orange and said Erving; thence running westerly on the south side of said State Highway to land now or formerly of James Murphy; thence southerly by land now or formerly of said James Murphy to land now or formerly of the Boston and Maine Railroad Company; thence easterly by land of said Railroad Company to said Orange and Erving line; thence northerly on said line to the first mentioned bound.

Also a certain spring of water on the north side of said State Highway which has formerly supplied the dwelling house herein conveyed with water, with the right to enter and make repairs and a radius of four rods from said spring to improve the supply of water if necessary.

Subject to certain drainage rights conveyed by Elwin Canedy et ux to the Commonwealth of Massachusetts by two deeds, respectively recorded with Franklin County Registry of Deeds, Book 751, Page 279 and Book 751, Page 280.

Subject to an easement to Massachusetts Electric Company recorded with said Registry in Book 3681, Page 38.

Excepting therefrom the parcel of land conveyed to Russell A. Dexter by deed of Lillian E. Alden dated July 27, 1971 and recorded in said Registry in Book 1279, Page 46; and also excepting therefrom all land situated westerly of said parcel conveyed to Russell A. Dexter by said deed of Lillian E. Alden.

Being the same premises conveyed to Gail A. Beauregard and Nicol B. Wander by deed of Ronald A. Mooradian and Carolyn Connerat, Trustees of the RMCC Realty Trust dated Setember 22, 2004 and recorded in the Franklin County Registry of Deeds in Book 4714, Page 225.

TERMS OF SALE:

Said premises will be sold and conveyed subject to all unpaid taxes, tax titles, municipal liens and assessments and other liens and encumbrances of record, if any, which may take precedence over the said mortgage described.

TEN THOUSAND AND 00/100 (\$10,000.00) DOLLARS must be paid in cash, certified check, bank treasurer's check or cashier's check at the time and place of sale by the purchaser, and the balance of the purchase price shall be paid in cash, certified check, bank treasurer's check or cashier's check within twenty-one (21) days after the sale date, and shall be deposited in escrow with Peter D. Jordan, Esq., 95 State Street, Springfield, Massachusetts. The deed shall be delivered and recorded on or before the thirtieth (30th) day following the sale. The purchaser will be responsible for all closing costs, state documentary stamps and recording fees.

The Mortgagee reserves the right to sell the property to the second highest bidder at the sale in the event of a default by the successful bidder.

The time for performance hereunder may be extended by the Mortgagee, in its sole and exclusive discretion whether as to the obligations of the Purchaser or the Mortgagee.

Other terms and conditions will be announced at the sale.

The Bank of Western Massachusetts,
A Division of People's United Bank
Present Holder of Said Mortgage
By Its Attorney-In-Fact

By: Peter D. Jordan, Esq.
95 State Street, Ste. 1010
Springfield, MA 01103
Tel. (413) 737-8266

MEMORANDUM OF SALE

The other terms to be announced at the sale are as follows:

The auctioneer may require the successful bidder, other than the mortgagee to deposit the required deposit with the auctioneer, which deposit shall be retained by the mortgagee if the successful bidder shall refuse to sign this Memorandum of Sale or if, after signing, the successful bidder does not perform his or her obligations hereunder. If the deposit is so retained, it shall become the property of the mortgagee as seller under this agreement and shall not be applied on the mortgage debt and such retention of the deposit shall not release the successful bidder from his or her obligations hereunder, should the mortgagee decide to pursue the same, the mortgagee reserving the right to pursue and/or cease to pursue any and all other rights, remedies, and courses from time to time available, with the purchaser being liable for all costs incurred by the mortgagee in pursuit of said rights and/or remedies, including without limitation, reasonable attorney's fees.

The premises shall be conveyed by the usual mortgagee's deed under the statutory power of sale, subject to the foregoing, and in addition, subject to any and all unpaid taxes, tax titles, tax liens, water and sewer rates and any other municipal assessments or liens, and any prior liens and encumbrances of record. The successful bidder shall be responsible for compliance with all health, safety and environmental laws and regulations, including without limitation and to the extent applicable, compliance with Title V of the Code of Massachusetts Regulations (the "Septic Regulations") and Massachusetts General Laws Chapter 111 (the "Lead Paint Statute"). The purchaser shall be responsible for obtaining a smoke and carbon monoxide detector certificate of compliance, if applicable.

The premises are being sold subject to outstanding taxes and municipal liens owing to the Town of Erving, Massachusetts. Without providing warranties as to the extent of the taxes owing, on information and belief, there are a total of approximately \$3,191.00 owing in municipal liens, plus accrued interest to date of sale.

The sale shall not be deemed complete until the successful bidder shall have made his or her deposit and signed this Memorandum of Sale. Papers are to be passed and the balance of the consideration is to be paid at the offices of Peter D. Jordan, Esq., 95 State Street, Springfield, Massachusetts 01103, on or before 11:00 a.m. on the twenty-first (21st) day following the sale, provided that such day is one on which the Franklin County Registry of Deeds is open for business, and if not, then on the next day on which such Registry is open for business. Time is of the essence of this agreement, with respect to the obligations of the purchaser hereunder.

This memorandum shall constitute the entire agreement of the parties, and no modifications, waivers or alterations of the terms hereof shall be valid and enforceable, unless in writing and executed by the party to be charged.

The undersigned purchaser acknowledges that no representations or warranties of any kind whatsoever, other than as set forth in the foregoing advertisement, have been made by or on behalf of the mortgagee concerning zoning, state of title, utilities, permits, condition of the premises, or otherwise.

At the sale held under the above notice and terms, the premises have been sold to the undersigned purchaser for _____ DOLLARS, which purchaser has made the deposit and hereby agrees to pay the balance of the consideration, as above provided.

Executed under seal this _____ day of April, 2010.

Purchaser

Address

By:
Auctioneer, for and on behalf
of The Bank of Western
Massachusetts, a Division of
People's United Bank

The Commonwealth of Massachusetts
Office of the Collector of Taxes
Town of Erving
Municipal Lien Certificate

Number: 85
4/5/2010

Peter D. Jordan
95 State Street Suite 1010
Springfield, MA 01103

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 4/5/2010 are listed below:

DESCRIPTION OF PROPERTY

Parcel Identifier	6-0-37	Assessed Owner	BEAUREGARD GAIL
Account	915	Additional Owner	WANDER NICOLE
Location of Property	199 EAST MAIN ST	Supposed Present Owner	
Acreage	3.6 Acres	Legal Reference	Book 4714 Page 225 Deed Date 10/8/2004

VALUATION

FY 2010	Residential	Rate1	Open Space	Rate 2	Commercial	Rate 3	Industrial	Rate 4	Exempt
	0	7.01	0	7.01	240,600	12.14	0	12.14	0

ASSESSMENT

	2010 1st Half	2010 2nd Half	FY 2009	FY 2008
Actual Tax	\$1,460.44	\$1,460.44	\$2,831.88	\$3,073.67
Interest To Date	\$88.51	\$0.00	\$200.40	\$0.00
Charges and Fees			\$5.00	
Credits			\$1,415.93	\$3,073.67
Interest Credit			\$0.00	\$20.04
Per Diem	\$0.58	\$0.00	\$0.54	\$0.00
Balance Due	\$1,548.95	\$1,460.44	\$1,621.33	\$0.00

Property Tax Interest Per Diem \$1.10
Committed Tax Balance \$4,630.72

All of the amounts listed above are to be paid to the Collector. I have no knowledge of any other lien outstanding.
INFORMATION ON THIS CERTIFICATE IS COMPLETE AS OF 4/5/2010

Shirley A. Deane
Shirley A. Deane Collector of Taxes