

TABLE OF CONTENTS

BIDDER'S INFORMATIONAL PACKAGE 62 TEMPLE STREET SPRINGFIELD, MASSACHUSETTS

DESCRIPTION	PAGE #
RECEIVER'S SALE OF REAL ESTATE	1
MUNICIPAL LIEN CERTIFICATE	2
MEMORANDUM OF SALE	3-5
FORECLOSURE DEED.....	6
AFFIDAVIT	7

THE FOLLOWING MATERIALS ARE FURNISHED SOLELY FOR INFORMATIONAL PURPOSES. NO WARRANTIES OR REPRESENTATIONS ARE MADE BY EITHER THE MORTGAGE HOLDER, OR THE AUCTION COMPANY AS TO THE ACCURACY, COMPLETENESS OR USEFULNESS OF THESE MATERIALS OR THE INFORMATION CONTAINED THEREIN. PROSPECTIVE PURCHASERS SHOULD MAKE THEIR OWN INVESTIGATIONS AND INSPECTIONS AND DRAW THEIR OWN INDEPENDENT CONCLUSIONS. THESE MATERIALS AND THE INFORMATION CONTAINED THEREIN ARE ALSO SUBJECT TO POSSIBLE CHANGE PRIOR TO OR AT THE TIME OF THE SCHEDULED FORECLOSURE SALE.

EXHIBIT 'A'

RECEIVER'S SALE OF REAL ESTATE

By virtue of the Hampden County Housing Court having appointed The Living Stone, LLC the Receiver of certain property located in Springfield, Massachusetts which property is currently owned by Leonard J. Factor, and having granted the Receiver, the power of sale pursuant to M.G.L. c. 111, §1271, shall sell at public auction at 11:00 a.m. on February 4, 2011, upon the premises located at 62 Temple Street, Springfield, Massachusetts. Said premises is described as:

The land in Springfield, beginning at a point in the southerly line of Temple Street, seventy-five (75) feet westerly from the northwesterly corner of land now or formerly of one Seeger, and running thence SOUTHERLY to and by the center of the division wall and in the same line produced about eighty-seven (87) feet to land formerly of one Foster; thence WESTERLY by said land of Foster, twenty-five (25) feet to land formerly of one Beals; thence NORTHERLY by said land of Beals about eighty-seven (87) feet to Temple Street and thence EASTERLY by Temple Street, twenty-five (25) feet to the place of beginning.

Being the same premises conveyed to Leonard J. Factor as described in a deed dated June 29, 2005 and recorded in the Hampden County Registry of Deeds at Book 15233, Page 218. See also Court Order Appointing The Living Stone, LLC as Receiver dated April 7, 2009, Western Division Housing Court, Docket No.: 08-CV-1580.

Ten Thousand and 00/100 (\$10,000.00) Dollars deposit must be paid in cash, certified check, bank check or cashier's check. Amount to be increased to an amount equal to ten (10%) percent of the purchase price within five (5) business days and shall be deposited in escrow by V. Van Johnson III, Esquire, 265 State Street, Springfield, Massachusetts 01103. The deed shall be delivered and recorded on or before the twentieth (20th) day following the sale. The purchaser will be responsible for all closing costs, state documentary stamps and recording fees.

Other terms and conditions will be announced at the sale.

The Living Stone, LLC
Receiver
By its attorney-in-fact

V. Van Johnson III, Esq.
265 State Street, Springfield, MA 01103
(413) 746-4400
January 11, 18, 25, 2011

Office of the Collector of Taxes
(413) 787-6115

Certificate No. 6886
Issuance Date: 02/01/2011
11:39:31



Municipal Lien Certificate
City of Springfield
Commonwealth of Massachusetts

Requested By
DENNER PELLEGRINO LLP
265 STATE ST
SPRINGFIELD, MA 01103-1950

I hereby 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 01/31/2011 are listed below

PAYMENTS MADE ON ISSUANCE DATE MAY NOT BE REFLECTED HERE

DESCRIPTION OF PROPERTY

Location: 62 TEMPLE ST	Deed Date: 08/02/2005	
Parcel ID: 114500016	Book/Page: 15223/0218	Impr Value:
Owner: FACTOR LEONARD J	Land Area: 2,151 SF	Land Use:
62 TEMPLE ST	Land Value: 13,100	Exemptions:
SPRINGFIELD MA 01105	Build Value: 207,500	Taxable Value: 220,600

REAL ESTATE BILLS

YEAR 2011 CHARGES

RESIDENTIAL REAL ESTATE TAX	4299.49
TRASH LIEN INTEREST	21.63
TRASH LIEN	90.00

YEAR 2010 CHARGES

RESIDENTIAL REAL ESTATE TAX	2642.25
TRASH LIEN INTEREST	13.26
TRASH LIEN	90.00

YEAR 2009 CHARGES

RESIDENTIAL REAL ESTATE TAX	2790.84
TRASH LIEN INTEREST	0.00
TRASH LIEN	0.00

TOTAL BILLED 4,411.12

Issue Date	Billed	Balance
1 07/01/2010	660.57	0.00
2 10/01/2010	660.56	0.00
3 01/01/2011	1545.00	1545.00
4 04/01/2011	1544.99	0.00
Charges/Fees		0.00
Abatements/Exemptions		0.00
Payments/Credits	1321.13	
Interest to 02/01/2011		0.00

BALANCE DUE -1545.00

TOTAL BILLED 2,745.51

Issue Date	Billed	Balance
1 07/01/2009	766.79	0.00
2 10/01/2009	766.78	0.00
3 01/27/2010	605.97	0.00
4 04/01/2010	605.97	0.00
Charges/Fees		0.00
Abatements/Exemptions		0.00
Payments/Credits	2745.51	
Interest to 02/01/2011		0.00

BALANCE DUE 0.00

TOTAL BILLED 2,790.84

Issue Date	Billed	Balance
1 07/01/2008	735.28	0.00
2 10/01/2008	735.27	0.00
3 01/01/2009	660.15	0.00
4 04/01/2009	660.14	0.00
Charges/Fees		0.00
Abatements/Exemptions		0.00
Payments/Credits	2790.84	
Interest to 02/01/2011		0.00

BALANCE DUE 0.00

*Please note: The quarterly amounts billed may reflect Charges/Fees and Abatements/Exemptions.

*Please contact the Water/Sewer Commission at 787-6060 for current water and sewer charges.

NOTE: Outstanding balance for Trash Bills, Code Violations, and/or Prior Year RE Bills in the amount of \$97.39

CITY ORDINANCE VIOLATIONS
CALL CITY CLERKS OFFICE
AMOUNT DUE \$450.00

Stephen Lonergan
Treasurer Collector
For the City of Springfield

MEMORANDUM OF SALE

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE PART HEREOF
FOR LEGAL PUBLICATION

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. In the event of default by the successful bidder, the mortgagee reserves the right to assume for itself any of the bids made at the auction in its sole discretion.

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, condominium fees, tax liens, water and sewer rates and any other municipal assessments or liens, and any prior liens and encumbrances of record. The purchaser shall be responsible for compliance with all health, safety and environmental laws and regulations. The purchaser shall be responsible for obtaining any smoke detector and carbon monoxide certificates required by law.

The premises are being sold subject to outstanding taxes and municipal liens owing to the City of Springfield, Massachusetts. Without providing warranties as to the extent of the taxes and municipal liens owing, on information and belief, there are a total of \$1,642.39 owing in taxes and 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 V. Van Johnson III, Esquire, 265 State Street, Springfield, Massachusetts, 01103, on or before 11:00 a.m. on the twentieth (20th) day following the sale, provided that such day 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.

The sale shall be subject to approval by the Court.

The sale shall be subject to the receivership and the prospective new owner shall be subject to approval by the Court under the terms of the receivership order.

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 February 2011.

By: _____
Purchaser

Address

By: _____
Auctioneer, for and on behalf of
The Living Stone, LLC

EXHIBIT "A"

RECEIVER'S SALE OF
REAL ESTATE

By virtue of the Hampden County Housing Court having appointed The Living Stone, LLC the Receiver of certain property located in Springfield, Massachusetts which property is currently owned by Leonard J. Factor, and having granted the Receiver, the power of sale pursuant to M.G.L.C. 111A §127, shall sell at public auction at 11:00 a.m. on February 4, 2011, upon the premises located at 62 Temple Street, Springfield, Massachusetts. Said premises is described as:

The land in Springfield, beginning at a point in the southerly line of Temple Street, seventy-five (75) feet westerly from the northwesterly corner of land now or formerly of one Seeger, and running thence SOUTHERLY to and by the center of the division wall and in the same line produced about eighty-seven (87) feet to land formerly of one Foster thence WESTERLY by said land of Foster twenty-five (25) feet to land formerly of one Beals thence NORTHERLY by said land of Beals about eighty-seven (87) feet to Temple Street and thence EASTERLY by Temple Street twenty-five (25) feet to the place of beginning.

Being the same premises conveyed to Leonard J. Factor as described in a deed dated June 25, 2005 and recorded in the Hampden County Registry of Deeds at Book 15234, Page 218. See also Court Order Appointing The Living Stone, LLC as Receiver dated April 7, 2009, Western Division Housing Court, Docket No. 09-CV-1590.

Ten Thousand and 00/100 (\$10,000.00) Dollars deposit must be paid in cash, certified check, bank check or cashier's check. Amount to be increased to an amount equal to ten (10%) percent of the purchase price within five (5) business days and shall be deposited in escrow by V. Van Johnson III, Esquire, 265 State Street, Springfield, Massachusetts 01103. The deed shall be delivered and recorded on or before the twentieth (20th) day following the sale. The purchaser will be responsible for all closing costs, state documentary stamps and recording fees.

Other terms and conditions will be announced at the sale.

The Living Stone, LLC
Receiver
By its attorney in fact
V. Van Johnson III, Esq.
265 State Street, Springfield, MA 01103
(413) 746-4400
January 11, 11, 25, 2011
(January 11, 11, 16, 25)

FORECLOSURE DEED

The Living Stone, LLC, a Massachusetts limited liability company, with offices at 265 State Street, Springfield, Massachusetts, having been duly appointed receiver of certain property in Springfield, Hampden County, Massachusetts by Order of the Western Division Housing Court on April 7, 2009 hereby grants to _____ the premises located in Springfield, Hampden County, Massachusetts, being described as follows:

62 Temple Street, Springfield, Massachusetts 01030

And being further described in Exhibit 'A' attached hereto and incorporated herein.

Executed as a sealed instrument this _____ day of February 2011.

The Living Stone, LLC

By: Kathleen Pellegrino,
Manager

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

On this _____ day of February 2011, before me the undersigned notary public, personally appeared the above named Kathleen Pellegrino, as Manager for The Living Stone, LLC, a limited liability company, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and that she signed it voluntarily for its stated purpose.

V. Van Johnson III, Esq.
Notary Public
My commission expires:

AFFIDAVIT

I hereby certify under oath that on January 6, 2011, I mailed by certified mail, postage pre-paid, and return receipt requested, the notices, copies of which are hereto attached and marked "NOTICE OF INTENTION TO FORECLOSE", directed to the person or persons at the addresses therein named which were the last addresses of such persons known to me at the time of mailing.

V. Van Johnson III, Esq.
Attorney for Receiver:
The Living Stone, LLC

Signed and sworn to before me this _____ day of _____ 2011.

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss

On this _____ day of _____ 2011, before me, the undersigned notary public, personally appeared **V. VAN JOHNSON III, ESQUIRE**, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public:
Commission Expires: