

BIDDER'S INFORMATIONAL PACKAGE

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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 Helene Robbins Orsi, Trustee of The Helene Robbins Orsi Revocable Trust under Declaration of Trust dated January 2, 2003, to TD Banknorth, N.A. dated March 26, 2007 and recorded with the Hampden County Registry of Deeds in Book 16588, Page 525, as affected by a modification agreement dated April 4, 2008 and recorded with the aforesaid Registry of Deeds in Book 17277, Page 491 (said mortgage, as so affected, being hereinafter referred to as the "Mortgage"), of which Mortgage the undersigned (the "Mortgage Holder") 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 2:00 p.m. on March 4, 2011 at the mortgaged premises, being known as 912 Longmeadow Street, in Longmeadow, Massachusetts, all and singular the premises described in said Mortgage (the "Premises"), to wit:

"Beginning on the westerly side of Longmeadow Street at the northeasterly corner of land shown on a plan recorded with the Land Registration Office for the Registry District of Hampden County and noted on Certificate of Title No. 5106, thence running

N. 73°40'40" W. a distance of two hundred sixty-six and 73/100 (266.73) feet along said registered land to an angle in the northerly line shown on said plan at a stone bound; thence continuing along said registered land

N. 75°09'34" W. two hundred fifty and 93/100 (250.93) feet to land now or formerly of one Strople; thence running northeasterly along said land now or formerly of Strople sixty-seven (67) feet, more or less, to land now or formerly of Kathryn Brewer Christy; then running

EASTERLY on land now or formerly of said Christy four hundred fifty and 00/100 (450.00) feet, more or less, to the granite base of an old fence in said southerly land of said Christy; thence continuing easterly through five (5) or more granite bases to westerly side of Longmeadow Street, seventy-eight and 40/100 (78.40) feet thence;

SOUTHERLY on westerly side of Longmeadow Street sixty-six and 40/100 (66.40) feet to the point of beginning.

Being the same premises conveyed to The Helene Robbins Orsi Revocable Trust by Fiduciary Deed dated November 8, 2006 and recorded with the Hampden County Registry of Deeds at Book 16315, Page 199."

The Premises will be sold subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, outstanding tax titles, rights of tenants and parties in possession, unpaid taxes, municipal liens and other public taxes, assessments or liens and existing encumbrances having priority over the Mortgage, if any.

TERMS OF SALE: A deposit of Fifteen Thousand Dollars (\$15,000) will be required to be paid in cash or by certified or bank check by the successful bidder at the time and place of the sale. An additional deposit amount will be required to be paid by certified or bank check by the

successful bidder within five (5) business days from the date of the sale in an amount that increases the total deposit to not less than ten percent (10%) of the successful bid amount. The balance of the successful bid amount is to be paid by certified or bank check within thirty (30) days from the date of the sale, and the deed for the Premises shall be delivered contemporaneously with such payment.

The Mortgage Holder reserves the right to postpone or adjourn this sale to a later time or date by public proclamation at the time and date appointed for the sale and to further postpone or adjourn any postponed or adjourned sale by public proclamation at the time and date appointed for the postponed or adjourned sale.

The successful bidder at the sale will be required to sign a Memorandum of Sale containing the above terms, and other announced terms, at the sale.

The description for the Premises contained in the Mortgage shall control in the event of a typographical error in this notice.

Other terms to be announced at the sale.

TD BANK, N.A., formerly known as
TD Banknorth, N.A
Present Holder of said Mortgage

By: 

Its Attorney

John W. Davis, Esq.

Cooley, Shrair P.C.

1380 Main Street, 5th Floor

Springfield, MA 01103

AUCTIONEER'S MEMORANDUM OF SALE AT PUBLIC AUCTION

The undersigned _____ of _____ (the "BUYER") hereby acknowledges that BUYER has this day purchased at a Mortgagee's Sale of Real Estate at Public Auction from Aaron Posnik & Co., Inc. (the "AUCTIONEER"), as agent for TD Bank, N.A. (the "SELLER"), that certain real estate (the "Premises") known as 219 Longmeadow Street, Longmeadow, Massachusetts and more fully described in the Mortgagee's Sale of Real Estate notice attached hereto (the "Sale Notice"), for the sum of \$ _____ (the "Purchase Price").

No personal property of any nature is included in this sale.

BUYER agrees to be bound by, and to comply with, and that the Premises are being sold subject to, the terms and conditions as stated in this Memorandum of Sale and the Sale Notice and also the additional terms and conditions read by the Auctioneer at the sale, a copy of which is attached hereto (the "Additional Terms and Conditions").

BUYER has this day paid to SELLER \$15,000 as a non-refundable deposit on the sale, with an additional deposit in the amount of \$ _____ to be paid by BUYER to SELLER in accordance with the terms and conditions of the sale. Said deposit(s) shall be forfeited to the use of SELLER if BUYER fails to comply with any of the terms and conditions of the sale. Any such forfeiture shall not relieve BUYER of any liability under this agreement.

The balance of the Purchase Price is due and payable at the office of Cooley, Shrair P.C., at 1380 Main Street, Springfield, Massachusetts, as counsel for the SELLER, on or before April 14, 2011, by certified or bank check or other form acceptable to SELLER, and contemporaneous with a timely receipt by SELLER of such payment, SELLER shall convey the Premises to BUYER by delivery to BUYER of a statutory form foreclosure deed under the statutory power of sale (M.G.L. ch. 183, Appendix Form 11) from SELLER. Time is of the essence of this agreement.

In addition to the Purchase Price, BUYER assumes and agrees to pay all real estate taxes, water and sewer bills, municipal liens, tax titles, betterments, and assessments applicable to the Premises and, in addition to BUYER's own closing costs, all Massachusetts document tax stamps and recording charges applicable to this sale.

BUYER acknowledges that BUYER has not been influenced to enter into this transaction by, nor has BUYER relied upon, any warranty or representation of the SELLER or AUCTIONEER not expressly set forth or incorporated in this Memorandum of Sale.

BUYER also understands that SELLER will not accept any personal offer to purchase (i.e. any personal bid) from any individual that is an employee of TD Bank, N.A. or any of its subsidiaries or affiliated corporations and that BUYER, by signing below, hereby certifies to SELLER that BUYER is not employed by TD Bank, N.A. or any of its subsidiaries or affiliated corporations.

AUCTIONEER acknowledges that SELLER has this day received from BUYER the \$15,000 non-refundable deposit and that the Premises were this day sold by AUCTIONEER at public auction for the Purchase Price noted above, subject to the terms and conditions contained herein and in the attached Sale Notice and Additional Terms and Conditions.

Signed as a sealed instrument on this 4th day of March, 2011.

BUYER:

Buyer's Signature

AUCTIONEER:

Aaron Posnik & Co., Inc.

By: _____

Name:

Title:

ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions shall apply to the sale of the premises as described in the sale notice of TD Bank, N.A. (the "Mortgage Holder") that has just been read to you:

1. The successful bidder will be required to execute in duplicate a Memorandum of Sale upon acceptance of the bid. Copies of the Memorandum of Sale are here for anyone to inspect prior to the bidding.
2. The premises will be sold to the highest bidder who will be required to make the required deposit prior to signing the Memorandum of Sale.
3. If the successful bidder fails to pay the required deposit and sign the Memorandum of Sale and any other required document or if, after paying the deposit and signing the required documents, fails to perform its obligations thereunder, any deposit made, including any additional deposit made after today, shall be forfeited to the use of the Mortgage Holder. Such forfeiture shall not release the successful bidder from any of its obligations. The Mortgage Holder also reserves the right to convey the premises to the second highest bidder, at its last highest bid, under the same terms and conditions as are being offered at today's auction, and without further notice by publication or otherwise. Such second highest bidder will have five (5) days after notification by the Mortgage Holder to make the required deposit and sign the Memorandum of Sale and any other required documents.
4. No items of personal property are included in this sale, and the premises are being sold in "AS IS" condition, subject to all known and unknown defects, and subject to all applicable laws.
5. The premises may be subject to federal and state laws regarding lead-based paint. A standard information package issued by the Department of Public Health, including a form notice certificate, will be attached to the Memorandum of Sale. The successful bidder, prior to signing the Memorandum of Sale, will be required to sign the notice certificate as prepared by

the Mortgage Holder. Copies of such notice certificate and the information package are here for anyone to inspect prior to the bidding.

6. Except for the Mortgage Holder's representations contained in the lead paint notice certificate referred to above, no representations or warranties of any kind whatsoever are made by or on behalf of the Mortgage Holder with respect to the premises, including, without limitation, any warranty or representation as to (a) condition, construction, or fitness for habitation, (b) the presence or absence of asbestos, urea formaldehyde, lead paint, radon gas, oil or other hazardous materials, or aboveground or underground storage tanks, (c) compliance or non-compliance with any law, including, without limitation, any federal, state or local law relating to environmental, zoning, building or occupancy matters, or (d) zoning, state of title, utilities, tenants or occupants, or other matters.

7. The successful bidder shall be responsible for complying with all laws applicable to any on site sewage disposal system, including, without limitation, Title V of the State Environmental Code, and is specifically hereby notified of, and shall be responsible for complying with, the inspection and upgrade requirements contained in Sections 15.300 through 15.305 of Volume 310 of the Code of Massachusetts Regulations, if applicable.

8. A municipal lien certificate has been obtained from the city collector's office, and copies are available for inspection prior to the bidding. Based on the certificate and statement, the following amounts appear due and owing to the Town of Longmeadow with respect to the premises:

Real estate taxes, interest and other charges for fiscal years 2009 - 2010 in tax title, calculated through March 4, 2011	\$7,053.66
Legal fees related to tax title	\$1,091.33
Real estate taxes, interest and other charges for fiscal year 2011, calculated through March 4, 2011	\$6,384.94
Past due water and sewer charges	\$ 162.95

Total \$14,692.88

No representations or warranties are made by or on behalf of the Mortgage Holder as to the accuracy, completeness or usefulness of the foregoing or as to the extent to which such amounts constitute a lien against the premises. All municipal taxes and other municipal charges, together with all interest, fees and costs relating thereto through the date of payment, shall be the responsibility of the successful bidder.

9. The premises are also being sold subject to an instrument of taking by the Town of Longmeadow for unpaid real estate taxes dated February 4, 2010 and recorded with the Hampden County Registry of Deeds in Book 18223, Page 323 to the extent presently applicable and in effect against the premises and having priority over the mortgage being foreclosed upon today.

10. The Mortgage Holder, or its affiliate, may bid at this sale, and if either is the successful bidder, neither shall be required to pay any deposit.

11. All information as shown in the Auctioneer's circulars or published advertisements for this sale has been compiled for the convenience and assistance of the successful bidder, and while the information is assumed to be reasonably correct, it is not guaranteed or warranted by the Auctioneer or the Mortgage Holder or any of their representatives.

12. From and after this date, the successful bidder shall have the sole risk of loss and the Mortgage Holder shall have no responsibility for maintaining insurance on the premises. In the event the premises are hereafter damaged by fire or other casualty, the successful bidder shall remain obligated to consummate the sale without any reduction in the purchase price.

13. In the event the Mortgage Holder cannot convey title to the premises as stipulated, the deposit, including any additional deposit thereafter made, shall be refunded and all rights under the Memorandum of Sale shall cease and the successful bidder shall have no recourse against the Mortgage Holder or its employees, agents or representatives, whether at law or in equity.

14. The premises will be conveyed by the usual statutory form foreclosure deed under the statutory power of sale, such deed to be delivered contemporaneously with the Mortgage Holder's timely receipt of full payment pursuant to the Memorandum of Sale. No adjustments of any kind shall be made to the purchase price. The successful bidder will be responsible for its own closing costs and all Massachusetts document tax stamps and recording fees applicable to the purchase of the premises. The acceptance of the Mortgage Holder's foreclosure deed by the successful bidder, or any successor in interest, shall be deemed to be a full performance and discharge of all obligations of the Mortgage Holder to the successful bidder, and any successor in interest, in connection with this sale.

15. The successful bidder will be required to sign this document when signing the Memorandum of Sale and, by doing so, the successful bidder will be acknowledging that the successful bidder agrees to the foregoing terms and conditions.

Successful Bidder's signature

State Tax Form 290
 Certificate: 426
 Issuance Date: 03/04/2011

MUNICIPAL LIEN CERTIFICATE
 TOWN OF LONGMEADOW
 COMMONWEALTH OF MASSACHUSETTS

Requested by COOLEY, SHRAIR PC
 1380 MAIN STREET
 FIFTH FLOOR
 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 01/26/2011 are listed below.

DESCRIPTION OF PROPERTY

Parcel ID: 462-168-019-0

912 LONGMEADOW ST
 LONGMEADOW

THE HELENE ROBBINS ORSI REVOCABLE TRUST
 163 FOREST RD
 HANCOCK NH 03449

Land area : 34,792 S
 Land Value : 265,700
 Impr Value : 167,700
 Land Use : 0
 Exemptions : 0
 Taxable Value: 433,400

Deed date: 11/09/2006 Book/Page: 16315/199
 Class: 1010-RESIDNTL

FISCAL YEAR	2011	2010	200
DESCRIPTION			
COMMUNITY PRESERVATION ACT	\$62.51	\$.00	\$.0
REAL ESTATE TAX	\$8,126.25	\$.00	\$.0
TOTAL BILLED:	\$8,188.76	\$.00	\$.0
Charges/Fees	\$.00	\$.00	\$.0
Abatements/Exemptions	\$.00	\$.00	\$.0
Payments/Credits	-\$1,926.22	\$.00	\$.0
Interest to 03/04/2011	\$122.40	\$.00	\$.0
TOTAL BALANCE DUE:	\$6,384.94	\$.00	\$.00

TOTAL INTEREST PER DIEM: \$4.5668

OTHER UNPAID BALANCES:

Tax Title 2009 - 2010 \$7,053.66

2011 WATER&SEWER \$162.95

LEGAL FEES \$1,091.33

THRU METER READING 1/10/2011

PLEASE CONTACT WATER SEWER DEPARTMENT FOR ADJUSTMENT TO BE MADE AT CLOSING. (413) 567-3400

Mary Pequignot
 MARY PEQUIGNOT
 TOWN COLLECTOR