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BIDDER'S INFORMATIONAL PACKAGE

27 & 25 CANDLEWOOD DRIVE HOLLAND, MASSACHUSETTS

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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.

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by **WARREN D. KENNISTON and LINDA J. KENNISTON** (collectively, the "Mortgagor") to **HAMPDEN BANK** (the "Mortgagee") dated October 3, 2005 and recorded in the Hampden County Registry of Deeds in Book 15380, Page 117, 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 on **Friday, April 8, 2011, at 11:00 A.M.**, on the mortgaged premises below described, being known and numbered as **25 Candlewood Drive and 27 Candlewood Drive, Holland, Hampden County, Massachusetts**, in the order in which the parcels appear below and at each such parcel, as more particularly described below. The parcels may be sold separately or together.

PARCEL I (27 Candlewood Drive, Holland, MA):

The land in Holland, Hampden County, Massachusetts, situated at the southerly end of Candlewood Drive at the intersection of Candlewood Court, and on the northwesterly shore of Lake Hamilton, being Lot #14 on plan of Hamilton West by Robert F. Para, Land Surveyor, dated August, 1969, and filed with Hampden County Registry of Deeds Book of Plans 120, Page 64, and Lot #15 on plan of revision of a portion thereof by said Para dated February 18, 1974, and filed with said Registry of Deeds Book of Plans 152, Page 10, together bounded as follows:

Beginning at the most northerly corner thereof, at an iron pin on the easterly line of Candlewood Drive, at a corner of Lot #13 on said plan in Plan Book 120, Page 64; thence by said Lot #13

S. 53° 56' E. ninety-two and 94/100 (92.94) feet and S. 45° 18' E. sixty-four and 64/100 feet to an iron pin, and continuing in the same course four (4) feet, more or less, to Lake Hamilton; thence by Lake Hamilton

SOUTHWESTERLY fifty and 35/100 (50.35) feet more or less and S. 80° 58' W. fifty and 08/100 (50.08) feet to Lot #16 as shown on said plan in Book of Plans 152, Page 10; thence by said Lot #16;

N. 58° 21' W. eighty and 83/100 (80.83) feet to an iron pin; N. 11° 24' E. twenty-three and 16/100 (23.16) feet to an iron pin; N. 63° 20' W. fifty-three and 54/100 (53.54) feet to an iron pin; N. 12° 15' E. ten (10) feet to an iron pin; N. 63° 20' W. five (5) feet to an iron pin; and N. 12° 15' E. thirty-nine and 62/100 (39.62) feet to an iron pin on the southerly line of Candlewood Court; thence

S. 72° 17' E. by the southerly line of Candlewood Court thirty (30) feet to the intersection of the westerly line of Candlewood Drive; thence around the southerly end of Candlewood Drive

S. 11° 24' E. fifty and 06/100 (50.06) feet to an iron pin; S. 81° 21' E. fifty-four and 90/100 (54.90) feet to an iron pin; and N. 1° 47' W. fifty-one

and 57/100 (51.57) feet to the point of beginning.

Together with all interests in the fee in Candlewood Drive and Candlewood Court to the center lines thereof.

Together with exclusive rights appurtenant to Lot Nos. 14 and 15 respectively, to take water from two wells located on Lot #11 as shown on plan of a portion of Hamilton West by Robert F. Para, Land Surveyor dated July, 1970, and filed with said Registry of Deeds Plan Book 123, Page 33, and to maintain pipes therefrom across the southeasterly portion of Lot Nos. 12 and 13 on said Plan, and subject to like right to maintain pipe across the southeasterly portions of the premises to Lot #16 or said plan.

Subject to right of way across the northwesterly portions of Lot No. 14 extending twenty-four and 83/100 (24.83) feet southeasterly from the easterly corner of the southerly end of Candlewood Drive and a total of fifty-one and 59/100 (51.59) feet southeasterly from the most northerly point of the premises hereby conveyed, and together with a right of way along the westerly lines of Lot Nos. 13 and 12 to Candlewood Drive, as shown on said plan filed in Book of Plans 123, page 33.

Subject to rights of flowage in Hamilton Reservoir and rights to maintain poles and wires in Candlewood Drive.

Both parcels of land Lot Nos. 14 and 15, subject to rights of flowage in Hamilton Reservoir, rights to maintain poles and wires in Candlewood Drive and to the following restrictions:

1. No structure shall be erected or maintained nearer than ten (10) feet from any street or seven (7) feet from the boundary of premises owned by another person.
2. No building other than one structure for private residential use by one family and garage and other buildings in connection and in keeping therewith shall be erected or maintained on this lot.
3. No Quonset hut, trailer, tent or building with exterior finish of tarpaper shall be erected or maintained on said lot.
4. Second-hand material cannot be used on the outside of any building without the written permission of Robert C. Barry or Alfred R. Williams.
5. The premises shall not be used for any trade or business.
6. No outside toilet shall be erected or maintained on said lot and septic tank shall be placed at least seventy-five (75) feet from any existing well.
7. No dwelling shall have less than four hundred eighty square feet of inside floor space.
8. No livestock, poultry or animals of any kind other than household pets shall be kept on the premises.

9. Garbage and rubbish shall be placed in cans and taken away to the dump at frequent intervals.
10. Any cottage, outbuilding or dock must be of safe construction and the plans for same must be approved in writing by Robert C. Barry or Alfred R. Williams.
11. Buildings must be completed on the outside within one year after the framing is started.
12. No signs for advertising purposes and no dwellings costing less than \$1,000.00 shall be erected.

Being the same premises as conveyed by deed of David C. VanSickle and Jean M. VanSickle to the Mortgagor dated October 29, 1976 and recorded in the Hampden County Registry of Deeds in Book 4344, Page 126.

PARCEL II (25 Candlewood Drive Holland, MA):

The land in said Holland with the buildings thereon, situated on the easterly side of Candlewood Drive and the westerly shore of Lake Hamilton or Hamilton Reservoir, being lot 13 on plan of Hamilton West by Robert F. Para Land Surveyor dated August 1969 and filed with Hampden County Registry of Deeds, Book of Plans 120, Page 64, bounded as follows:

- Northerly by lot 12 on said plan in two courses 92.27 feet and about 118.49 feet;
Easterly by Hamilton Reservoir 42 feet more or less;
Southerly by lot 14 on said plan in two courses 68.64 feet and 92.94 feet; and
Westerly by Candlewood Drive 52.88 feet.

Together with the abutting portion of Candlewood Drive to the center line thereof, as shown on said plan, and the right to use Lot 11 on said plan as a beach.

Together with a right of way over the westerly end of Lot 12 as shown on plan by Robert F. Para Land Surveyor dated July 1970 and filed with said Registry of Deeds herewith and reserving a right of way over the continuation of said way along the westerly end of the premises to said lot 14 and back across the premises sixteen feet in width to said lot 12, and reserving the right to maintain water pipes across the easterly portion of the premises parallel to said Reservoir and also in a ten foot strip from lot 12 on said plan westerly across the premises to Candlewood Drive, as shown on said plan.

Subject to rights of flowage in Hamilton Reservoir and rights to maintain poles and wires in Candlewood Drive and to the following restrictions:

1. No structure shall be erected or maintained nearer than ten (10) feet from any street or seven (7) feet from the boundary of premises owned by another person.

2. No building other than one structure for private residential use by one family and garage and other buildings in connection and in keeping therewith shall be erected or maintained on this lot.
3. No Quonset hut, trailer, tent or building with exterior finish of tarpaper shall be erected or maintained on said lot.
4. Second-hand material cannot be used on the outside of any building without the written permission of Robert C. Barry or Alfred R. Williams.
5. The premises shall not be used for any trade or business.
6. No outside toilet shall be erected or maintained on said lot and septic tank shall be placed at least seventy-five (75) feet from any existing well.
7. No dwelling shall have less than four hundred eighty square feet of inside floor space.
8. No livestock, poultry or animals of any kind other than household pets shall be kept on the premises.
9. Garbage and rubbish shall be placed in cans and taken away to the dump at frequent intervals.
10. Any cottage, outbuilding or dock must be of safe construction and the plans for same must be approved in writing by Robert C. Barry or Alfred R. Williams.
11. Buildings must be completed on the outside within one year after the framing is started.
12. No signs for advertising purposes and no dwellings costing less than \$1,000.00 shall be erected.

Being the same premises as conveyed by deed of Joan Keville and Doris L. Schoppmann to Warren D. Kenniston dated May 15, 1996 and recorded in the Hampden County Registry of Deeds in Book 9485, Page 418.

TERMS OF SALE:

A deposit of TEN THOUSAND (\$10,000.00) DOLLARS will be required to be paid in cash or by certified check by the purchaser at the time and place of sale as an initial deposit in escrow with O'Connell, Plumb & MacKinnon, P.C., 75 Market Place, Springfield, Massachusetts 01103. The purchaser shall within 5 business days of the sale increase the deposit to a sum equal to 10% of the purchase price by delivering the amount necessary to O'Connell, Plumb & MacKinnon, P.C. in cash or certified check. The balance is to be paid in cash, or by certified check, within thirty (30) days thereafter and the Deed transferred contemporaneously therewith. The successful bidder at the sale shall be required to sign a Memorandum of Terms of Sale containing

the above and additional terms at the Auction Sale.

The purchaser will be responsible for all closing costs, Massachusetts deed excise stamps and all recording fees. Other terms, if any, to be announced at the sale.

The Seller reserves the right to sell to the second highest bidder in the event that the highest bidder defaults. However, this reservation of rights should not be construed as requiring the Seller to sell to the second highest bidder in the event of such a default.

This sale may be postponed or adjourned by public proclamation from time to time, if necessary, at the scheduled time and place of sale. The description of the premises contained in said Mortgage shall control in the event of a typographical error in this publication.

HAMPDEN BANK
The Present Holder of said Mortgage

By: _____
Jerry B. Plumb, Jr., its Attorney
O'Connell, Plumb, & MacKinnon P.C.
75 Market Place
Springfield, MA 01103
(413) 733-9111

Publication Dates: 4/11/11; 4/18/11; and 4/25/11

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MEMORANDUM OF SALE

1. The parcel of property in known as **27 Candlewood Drive, Holland, Hampden County, Massachusetts** ("the Premises"), as more particularly described in the Mortgage to Hampden Bank (the "Seller") from Warren D. Kenniston and Linda J. Kenniston dated October 3, 2005 and recorded in the Hampden County Registry of Deeds in Book 15380, Page 117, shall be conveyed as hereinafter provided to the undersigned (the "Purchaser"), or to the Assignee designated by the Purchaser, on the thirtieth (30th) day following the date of this Agreement (or if on that day the Registry of Deeds is not open for business, then on the next day following said thirtieth day when the Registry of Deeds is open), or earlier if the parties so agree, by a good and sufficient Foreclosure Deed conveying a good, marketable title of record to the Premises as described in the notice entitled "Mortgagee's Notice of Sale of Real Estate" (the "Notice of Sale"), a copy of which is attached hereto as Exhibit "A", subject to all restrictions, easements, prior mortgages, improvements, outstanding tax titles, municipal or other encumbrances of record created prior to the Mortgage, rights of parties in possession, tenants, building codes, zoning ordinances, Court Orders, orders of conditions, town or other governmental requirements and G.L.c. 21E, and all other claims in the nature of liens having priority over the Mortgage, covenants running with the land and affirmative obligations, if any there be. The property shall also be transferred subject to the right of redemption of the United States of America, if any there be.

2. The purchase price of _____ DOLLARS (\$) is to be paid in cash or by certified bank check(s) to the order of Hampden Bank within 30 days of the date of this Agreement.

3. The delivery of a deposit of TEN THOUSAND and no/100 DOLLARS (\$10,000.00) which has been made to bind this purchase (and which shall be increased within 5 business days be increased to 10% of the purchase price), shall be applied against the purchase price or otherwise accounted for, and shall be forfeited to the use of the Seller in the event that the Purchaser shall fail to comply with the terms of this Agreement, but such a forfeiture shall not relieve the Purchaser from the Purchaser's obligations hereunder. The Seller shall be entitled to any interest earned on the deposit and the amount to be paid to the Buyer shall not be adjusted to reflect any such interest.

4. The Purchase Price shall be paid at the office of Jerry B. Plumb, Jr., O'Connell, Plumb & MacKinnon, 75 Market Place, Springfield, Massachusetts 01103 at 10:00 a.m. on the date fixed for the conveyance, or at such other place or hour as the parties hereto shall in writing agree, it being understood that Time is of the Essence of this Agreement.

5. If the Seller shall be unable to give title or make conveyance as above stipulated, or, if for any reason, including, without limiting the generality of the foregoing, the existence of a bankruptcy proceeding of any kind, whether voluntary or involuntary, or any order or requirement in connection therewith, or any requirement of a court of competent jurisdiction, impairs the authority of the Seller to give title or to make conveyance hereunder, said deposit shall be refunded and thereupon all obligations of the parties hereunder shall cease, and this Agreement shall be void and the Buyer shall have no recourse against the Seller, its employees, agents, attorneys and representatives, whether at law or in equity, provided, however:

- (a) If, on the date fixed for conveyance, a period of thirty (30) days shall not have expired after written notice from the Purchaser of a defect in title, the time for performance shall, if the Seller so elects in its absolute and sole discretion, be extended for a period of time not to exceed an additional sixty (60) days to enable the Seller to make reasonable efforts to cure such defect; and
- (b) If the Purchaser so elects, at either the original or extended time for performance, to pay said purchase price without deductions for defects in title, the Seller shall convey such title as the Seller has to the Premises.

6. Until the delivery of the deed, Seller shall continue to maintain insurance on the Premises against fire and other hazards as presently insured. If the Premises shall have been damaged by fire or casualty insured against, the Seller shall, unless the Seller has previously restored the Premises to their former condition, pay over or assign to Purchaser, on delivery of the deed, all amounts recovered or recoverable on account of such insurance less any amounts reasonably expended by the Seller for partial restoration.

7. The Purchaser shall be responsible for all closing costs, including, but not necessarily limited to, all attorneys' fees, Massachusetts deed excise stamps and all recording fees, taxes and other adjustments.

8. If the Buyer shall fail to fulfill the Buyer's agreements herein all deposits made hereunder by the Buyer shall be retained by the Seller and the Buyer shall reimburse the Seller for all costs and expenses of the Seller in excess of the amount of the deposit, including all advertising costs, publications costs, attorneys' and auctioneers' fees and costs.

9. The property shall be conveyed in an "AS-IS" condition. The Purchaser acknowledges that the Purchaser has not been influenced to enter this transaction by, nor has the Purchaser relied upon, any warranties or representations of the Seller or the Auctioneer not set forth or incorporated herein, and that no such warranties and representations have been made. Moreover, the Seller specifically disclaims any applicable warranties, whether express or implied. It shall be the obligation of the Purchaser to obtain and pay for any required Smoke Detector Certificates. Further, the Purchaser assumes all legal responsibility and costs in the event that the property does not conform to the requirements of Title 5 of the State Environmental Code. The Seller makes no warranties or representations with respect to any septic system or its compliance with Title 5, other services, compliance with any outstanding orders of notice, with the Subdivision Control

Act or any other applicable statute or ordinance relating to subdivision approvals, zoning or building requirements or approvals and permits.

10. The acceptance of the foreclosure deed by Purchaser or its nominee shall be deemed to be a full performance and discharge of every Agreement and obligation of the Seller herein contained or expressed or arising out of said public auction.

11. This agreement shall be construed in accordance with the law of the Commonwealth of Massachusetts, is to take effect as a sealed instrument, sets forth the entire agreement between the parties, is binding upon the parties and inures to the benefit of the parties, their heirs, executors, successors and assignees, and may be modified or amended only by a written instrument executed by both the Seller and the Buyer.

PURCHASER:

SELLER:

Hampden Bank
By: Glenn S. Welch
Title: Executive Vice President

Date: April 8, 2011

RECEIVED of _____
the sum of TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00) as a deposit on account of the above Agreement subject to the terms and conditions of sale hereinabove set forth.

Licensed Auctioneer

I hereby acknowledge that I have on April 8, 2011 purchased at the auction of Aaron Posnik and Associates (Auctioneer), a duly licensed auctioneer, for the sum of _____ DOLLARS (\$)) the property described in the Notice of Sale attached hereto.

I hereby agree to comply with the above Agreement entitled "Memorandum of Sale", as well as any additional terms attached hereto and, having paid as a deposit to bind the bargain the sum of TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00), understand that according to said Agreements I shall increase the deposit to 10% of the purchase price within 5 business days hereof and that I will forfeit said sum to the use of the Seller should I fail to comply with said terms and conditions of sale set forth therein, and will not be relieved by said forfeiture of the obligation to purchase the Premises according to said Agreements.

PURCHASER:

MEMORANDUM OF SALE

1. The parcel of property in known as **25 Candlewood Drive, Holland, Hampden County, Massachusetts** ("the Premises"), as more particularly described in the Mortgage to Hampden Bank (the "Seller") from Warren D. Kenniston and Linda J. Kenniston dated October 3, 2005 and recorded in the Hampden County Registry of Deeds in Book 15380, Page 117, shall be conveyed as hereinafter provided to the undersigned (the "Purchaser"), or to the Assignee designated by the Purchaser, on the thirtieth (30th) day following the date of this Agreement (or if on that day the Registry of Deeds is not open for business, then on the next day following said thirtieth day when the Registry of Deeds is open), or earlier if the parties so agree, by a good and sufficient Foreclosure Deed conveying a good, marketable title of record to the Premises as described in the notice entitled "Mortgagee's Notice of Sale of Real Estate" (the "Notice of Sale"), a copy of which is attached hereto as Exhibit "A", subject to all restrictions, easements, prior mortgages, improvements, outstanding tax titles, municipal or other encumbrances of record created prior to the Mortgage, rights of parties in possession, tenants, building codes, zoning ordinances, Court Orders, orders of conditions, town or other governmental requirements and G.L.c. 21E, and all other claims in the nature of liens having priority over the Mortgage, covenants running with the land and affirmative obligations, if any there be. The property shall also be transferred subject to the right of redemption of the United States of America, if any there be.

2. The purchase price of _____ DOLLARS (\$))
is to be paid in cash or by certified bank check(s) to the order of Hampden Bank within 30 days of the date of this Agreement.

3. The delivery of a deposit of TEN THOUSAND and no/100 DOLLARS (\$10,000.00) which has been made to bind this purchase (and which shall be increased within 5 business days be increased to 10% of the purchase price), shall be applied against the purchase price or otherwise accounted for, and shall be forfeited to the use of the Seller in the event that the Purchaser shall fail to comply with the terms of this Agreement, but such a forfeiture shall not relieve the Purchaser from the Purchaser's obligations hereunder. The Seller shall be entitled to any interest earned on the deposit and the amount to be paid to the Buyer shall not be adjusted to reflect any such interest.

4. The Purchase Price shall be paid at the office of Jerry B. Plumb, Jr., O'Connell, Plumb & MacKinnon, 75 Market Place, Springfield, Massachusetts 01103 at 10:00 a.m. on the date fixed for the conveyance, or at such other place or hour as the parties hereto shall in writing agree, it being understood that Time is of the Essence of this Agreement.

5. If the Seller shall be unable to give title or make conveyance as above stipulated, or, if for any reason, including, without limiting the generality of the foregoing, the existence of a bankruptcy proceeding of any kind, whether voluntary or involuntary, or any order or requirement in connection therewith, or any requirement of a court of competent jurisdiction, impairs the authority of the Seller to give title or to make conveyance hereunder, said deposit shall be refunded and thereupon all obligations of the parties hereunder shall cease, and this Agreement shall be void and the Buyer shall have no recourse against the Seller, its employees, agents, attorneys and representatives, whether at law or in equity, provided, however:

- (a) If, on the date fixed for conveyance, a period of thirty (30) days shall not have expired after written notice from the Purchaser of a defect in title, the time for performance shall, if the Seller so elects in its absolute and sole discretion, be extended for a period of time not to exceed an additional sixty (60) days to enable the Seller to make reasonable efforts to cure such defect; and
- (b) If the Purchaser so elects, at either the original or extended time for performance, to pay said purchase price without deductions for defects in title, the Seller shall convey such title as the Seller has to the Premises.

6. Until the delivery of the deed, Seller shall continue to maintain insurance on the Premises against fire and other hazards as presently insured. If the Premises shall have been damaged by fire or casualty insured against, the Seller shall, unless the Seller has previously restored the Premises to their former condition, pay over or assign to Purchaser, on delivery of the deed, all amounts recovered or recoverable on account of such insurance less any amounts reasonably expended by the Seller for partial restoration.

7. The Purchaser shall be responsible for all closing costs, including, but not necessarily limited to, all attorneys' fees, Massachusetts deed excise stamps and all recording fees, taxes and other adjustments.

8. If the Buyer shall fail to fulfill the Buyer's agreements herein all deposits made hereunder by the Buyer shall be retained by the Seller and the Buyer shall reimburse the Seller for all costs and expenses of the Seller in excess of the amount of the deposit, including all advertising costs, publications costs, attorneys' and auctioneers' fees and costs.

9. The property shall be conveyed in an "AS-IS" condition. The Purchaser acknowledges that the Purchaser has not been influenced to enter this transaction by, nor has the Purchaser relied upon, any warranties or representations of the Seller or the Auctioneer not set forth or incorporated herein, and that no such warranties and representations have been made. Moreover, the Seller specifically disclaims any applicable warranties, whether express or implied. It shall be the obligation of the Purchaser to obtain and pay for any required Smoke Detector Certificates. Further, the Purchaser assumes all legal responsibility and costs in the event that the property does not conform to the requirements of Title 5 of the State Environmental Code. The Seller makes no warranties or representations with respect to any septic system or its compliance with Title 5, other services, compliance with any outstanding orders of notice, with the Subdivision Control

Act or any other applicable statute or ordinance relating to subdivision approvals, zoning or building requirements or approvals and permits.

10. The acceptance of the foreclosure deed by Purchaser or its nominee shall be deemed to be a full performance and discharge of every Agreement and obligation of the Seller herein contained or expressed or arising out of said public auction.

11. This agreement shall be construed in accordance with the law of the Commonwealth of Massachusetts, is to take effect as a sealed instrument, sets forth the entire agreement between the parties, is binding upon the parties and inures to the benefit of the parties, their heirs, executors, successors and assignees, and may be modified or amended only by a written instrument executed by both the Seller and the Buyer.

PURCHASER:

SELLER:

Hampden Bank
By: Glenn S. Welch
Title: Executive Vice President

Date: April 8, 2011

RECEIVED of _____
the sum of TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00) as a deposit on account of the above Agreement subject to the terms and conditions of sale hereinabove set forth.

Licensed Auctioneer

I hereby acknowledge that I have on April 8, 2011 purchased at the auction of Aaron Posnik and Associates (Auctioneer), a duly licensed auctioneer, for the sum of _____ DOLLARS (\$)) the property described in the Notice of Sale attached hereto.

I hereby agree to comply with the above Agreement entitled "Memorandum of Sale", as well as any additional terms attached hereto and, having paid as a deposit to bind the bargain the sum of TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00), understand that according to said Agreements I shall increase the deposit to 10% of the purchase price within 5 business days hereof and that I will forfeit said sum to the use of the Seller should I fail to comply with said terms and conditions of sale set forth therein, and will not be relieved by said forfeiture of the obligation to purchase the Premises according to said Agreements.

PURCHASER:

FORECLOSURE DEED

AFFECTED PREMISES:
27 Candlewood Drive
Holland, Massachusetts

HAMPDEN BANK of Springfield, Hampden County, Massachusetts, the present holder of a mortgage from

WARREN D. KENNISTON and LINDA J. KENNISTON to **HAMPDEN BANK**, dated October 3, 2005 and recorded in the Hampden County Registry of Deeds in Book 15380, Page, by the power conferred by said mortgage and every other power,

For consideration paid of _____ Dollars

grants to,

the premises conveyed by said mortgage:

The land in Holland, Hampden County, Massachusetts, situated at the southerly end of Candlewood Drive at the intersection of Candlewood Court, and on the northwesterly shore of Lake Hamilton, being Lot #14 on plan of Hamilton West by Robert F. Para, Land Surveyor, dated August, 1969, and filed with Hampden County Registry of Deeds Book of Plans 120, Page 64, and Lot #15 on plan of revision of a portion thereof by said Para dated February 18, 1974, and filed with said Registry of Deeds Book of Plans 152, Page 10, together bounded as follows:

Beginning at the most northerly corner thereof, at an iron pin on the easterly line of Candlewood Drive, at a corner of Lot #13 on said plan in Plan Book 120, Page 64; thence by said Lot #13

S. 53° 56' E. ninety-two and 94/100 (92.94) feet and S. 45° 18' E. sixty-four and 64/100 feet to an iron pin, and continuing in the same course four (4) feet, more or less, to Lake Hamilton; thence by Lake Hamilton

SOUTHWESTERLY fifty and 35/100 (50.35) feet more or less and S. 80° 58' W. fifty and 08/100 (50.08) feet to Lot #16 as shown on said plan in Book of Plans 152, Page 10; thence by said Lot #16;

N. 58° 21' W. eighty and 83/100 (80.83) feet to an iron pin; N. 11° 24' E. twenty-three and 16/100 (23.16) feet to an iron pin; N. 63° 20' W. fifty-three and 54/100 (53.54) feet to an iron pin; N. 12° 15' E. ten (10) feet to an iron pin; N. 63° 20' W. five (5) feet to an iron pin; and N. 12° 15' E. thirty-nine and 62/100 (39.62) feet to an iron pin on the southerly line of Candlewood Court; thence

S. 72° 17' E. by the southerly line of Candlewood Court thirty (30) feet to the intersection of the westerly line of Candlewood Drive; thence

around the southerly end of Candlewood Drive

S. 11° 24' E. fifty and 06/100 (50.06) feet to an iron pin; S. 81° 21' E. fifty-four and 90/100 (54.90) feet to an iron pin; and N. 1° 47' W. fifty-one and 57/100 (51.57) feet to the point of beginning.

Together with all interests in the fee in Candlewood Drive and Candlewood Court to the center lines thereof.

Together with exclusive rights appurtenant to Lot Nos. 14 and 15 respectively, to take water from two wells located on Lot #11 as shown on plan of a portion of Hamilton West by Robert F. Para, Land Surveyor dated July, 1970, and filed with said Registry of Deeds Plan Book 123, Page 33, and to maintain pipes therefrom across the southeasterly portion of Lot Nos. 12 and 13 on said Plan, and subject to like right to maintain pipe across the southeasterly portions of the premises to Lot #16 or said plan.

Subject to right of way across the northwesterly portions of Lot No. 14 extending twenty-four and 83/100 (24.83) feet southeasterly from the easterly corner of the southerly end of Candlewood Drive and a total of fifty-one and 59/100 (51.59) feet southeasterly from the most northerly point of the premises hereby conveyed, and together with a right of way along the westerly lines of Lot Nos. 13 and 12 to Candlewood Drive, as shown on said plan filed with Book of Plans 123, page 33.

Subject to rights of flowage in Hamilton Reservoir and rights to maintain poles and wires in Candlewood Drive.

Both parcels of land Lot Nos. 14 and 15, subject to rights of flowage in Hamilton Reservoir, rights to maintain poles and wires in Candlewood Drive and to the following restrictions:

1. No structure shall be erected or maintained nearer than ten (10) feet from any street or seven (7) feet from the boundary of premises owned by another person.
2. No building other than one structure for private residential use by one family and garage and other buildings in connection and in keeping therewith shall be erected or maintained on this lot.
3. No Quonset hut, trailer, tent or building with exterior finish of tarpaper shall be erected or maintained on said lot.
4. Second-hand material cannot be used on the outside of any building without the written permission of Robert C. Barry or Alfred R. Williams.
5. The premises shall not be used for any trade or business.
6. No outside toilet shall be erected or maintained on said lot and septic tank shall be placed at least seventy-five (75) feet from any existing well.
7. No dwelling shall have less than four hundred eighty square feet of inside floor space.

8. No livestock, poultry or animals of any kind other than household pets shall be kept on the premises.
9. Garbage and rubbish shall be placed in cans and taken away to the dump at frequent intervals.
10. Any cottage, outbuilding or dock must be of safe construction and the plans for same must be approved in writing by Robert C. Barry or Alfred R. Williams.
11. Buildings must be completed on the outside within one year after the framing is started.
12. No signs for advertising purposes and no dwellings costing less than \$1,000.00 shall be erected.

Being the same premises as conveyed by deed of David C. VanSickle and Jean M. VanSickle to the Warren D. Kenniston and Linda J. Kenniston dated October 29, 1976 and recorded in the Hampden County Registry of Deeds in Book 4344, Page 126.

IN WITNESS WHEREOF, HAMPDEN BANK has caused its corporate seal to be hereto affixed and these presents to be signed, in its name and behalf this ____ day of May, 2011.

HAMPDEN BANK

By:

Title:

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss

_____, 2011

On this day, before me, the undersigned notary public, personally appeared_____, the _____ of Hampden Bank, proved to me through satisfactory evidence of identification to be the person whose name is signed hereinabove in my presence and acknowledged to me that he signed the document voluntarily, for its stated purpose and with authority on behalf of Hampden Bank.

_____, Notary Public

My commission expires:

FORECLOSURE DEED

AFFECTED PREMISES:
25 Candlewood Drive
Holland, Massachusetts

HAMPDEN BANK of Springfield, Hampden County, Massachusetts, the present holder of a mortgage from **WARREN D. KENNISTON and LINDA J. KENNISTON** to **HAMPDEN BANK**, dated October 3, 2005 and recorded in the Hampden County Registry of Deeds in Book 15380, Page, by the power conferred by said mortgage and every other power,

For consideration paid of _____ Dollars

grants to,

the premises conveyed by said mortgage:

The land in said Holland with the buildings thereon, situated on the easterly side of Candlewood Drive and the westerly shore of Lake Hamilton or Hamilton Reservoir, being lot 13 on plan of Hamilton West by Robert F. Para Land Surveyor dated August 1969 and filed with Hampden County Registry of Deeds, Book of Plans 120, Page 64, bounded as follows:

Northerly by lot 12 on said plan in two courses 92.27 feet and about 118.49 feet;

Easterly by Hamilton Reservoir 42 feet more or less;

Southerly by lot 14 on said plan in two courses 68.64 feet and 92.94 feet; and

Westerly by Candlewood Drive 52.88 feet.

Together with the abutting portion of Candlewood Drive to the center line thereof, as shown on said plan, and the right to use Lot 11 on said plan as a beach.

Together with a right of way over the westerly end of Lot 12 as shown on plan by Robert F. Para Land Surveyor dated July 1970 and filed with said Registry of Deeds herewith and reserving a right of way over the continuation of said way along the westerly end of the premises to said lot 14 and back across the premises sixteen feet in width to said lot 12, and reserving the right to maintain water pipes across the easterly portion of the premises parallel to said Reservoir and also in a ten foot strip from lot 12 on said plan westerly across the premises to Candlewood Drive, as shown on said plan.

Subject to rights of flowage in Hamilton Reservoir and rights to maintain poles and wires in Candlewood Drive and to the following restrictions:

1. No structure shall be erected or maintained nearer than ten (10) feet from any street or seven (7) feet from the boundary of premises owned by another person.

2. No building other than one structure for private residential use by one family and garage and other buildings in connection and in keeping therewith shall be erected or maintained on this lot.
3. No Quonset hut, trailer, tent or building with exterior finish of tarpaper shall be erected or maintained on said lot.
4. Second-hand material cannot be used on the outside of any building without the written permission of Robert C. Barry or Alfred R. Williams.
5. The premises shall not be used for any trade or business.
6. No outside toilet shall be erected or maintained on said lot and septic tank shall be placed at least seventy-five (75) feet from any existing well.
7. No dwelling shall have less than four hundred eighty square feet of inside floor space.
8. No livestock, poultry or animals of any kind other than household pets shall be kept on the premises.
9. Garbage and rubbish shall be placed in cans and taken away to the dump at frequent intervals.
10. Any cottage, outbuilding or dock must be of safe construction and the plans for same must be approved in writing by Robert C. Barry or Alfred R. Williams.
11. Buildings must be completed on the outside within one year after the framing is started.
12. No signs for advertising purposes and no dwellings costing less than \$1,000.00 shall be erected.

Being the same premises as conveyed by deed of Joan Keville and Doris L. Schoppmann to Warren D. Kenniston dated May 15, 1996 and recorded in the Hampden County Registry of Deeds in Book 9485, Page 418.

IN WITNESS WHEREOF, HAMPDEN BANK has caused its corporate seal to be hereto affixed and these presents to be signed, in its name and behalf this ____ day of May, 2011.

HAMPDEN BANK

By:

Title:

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss

_____, 2011

On this day, before me, the undersigned notary public, personally appeared _____, the _____ of Hampden Bank, proved to me through satisfactory evidence of identification to be the person whose name is signed hereinabove in my presence and acknowledged to me that he signed the document voluntarily, for its stated purpose and with authority on behalf of Hampden Bank.

_____, Notary Public
My commission expires: