

## 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 Hooligans, Inc. to TD Bank, N.A. f/k/a Banknorth, N.A., dated June 13, 2003 and recorded with the Worcester County Northern District Registry of Deeds (the "Registry") in Book 4904, Page 158 (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 12:00 p.m. on April 4, 2011 at 29 Blossom Street, which is an address assigned to a portion of the mortgaged premises located in Fitchburg, Worcester County, Massachusetts, all and singular the premises described in said Mortgage (the "Premises"), including all land and buildings, to wit:

"A certain parcel of land, together with any buildings or improvements thereon, situated on the easterly side of Blossom Street in Fitchburg, Worcester County, Massachusetts, bounded and described as follows:

Beginning at the northwesterly corner thereof, at a stone set in the ground on said Blossom Street, and at land now or formerly of Charles G. Cushing;

THENCE easterly on said Cushing land one hundred two and 71/100 (102.71) feet, more or less, to a stone set in the ground;

THENCE southerly on said Cushing land and on land now or formerly of Henry A. Goodrich seventy-five (75) feet, more or less to a stone bound at a passway;

THENCE in the same direction six (6) feet, more or less, to a stone set in the ground;

THENCE westerly thirty-five (35) feet, more or less, to a stone set in the ground;

THENCE southerly seventeen (17) feet, more or less, to a stone set in the ground;

THENCE westerly sixty-five (65) feet, more or less, on the center of said passway to a stone set in the ground at said Blossom Street;

THENCE northerly on said Blossom Street ninety-eight (98) feet, more or less, to the place of beginning.

Together with all rights of passing over the said adjoining land from Blossom Street out to Day Street and subject to all rights of others in said passway.

Subject to the right of the Day Street Realty Corporation, its successors and assigns, to pass and repass for all purposes over a twelve (12) foot strip of land on the easterly end of the granted premises and over the passway to Blossom Street.

BEING the same premises conveyed to the mortgagor by Quitclaim Deed from 860 Realty Trust, by Trustee, dated \_\_\_\_\_ and recorded herewith as Instrument Number \_\_\_\_\_."

Where "mortgagor" refers to Hooligans, Inc., and where the description contained in the mortgage left the conveyancing deed information blank.

The Premises will be sold and conveyed subject to and with the benefit of any and all restrictions, easements, improvements, covenants, unpaid taxes, tax titles, municipal liens, assessments, other liens or claims in the nature of liens, rights of parties in possession, attachments and encumbrances, if any there be insofar as in force and applicable and having priority over the Mortgage.

Said Premises will also be sold subject to all leases and tenancies having priority over said Mortgage (if any), to tenancies or occupation by persons on the Premises now or at the time of said auction which tenancies or occupation are subject to the Mortgage, to rights or claims in personal property installed by tenants or former tenants now located on the Premises, and also to laws and ordinances including, but not limited to, all building and zoning laws and ordinances.

Terms of Sale: A deposit of Five-Thousand Dollars (\$5,000.00) will be required to be paid in cash or by certified or bank cashier's check by the purchaser to Cooley, Shrair P.C., as attorneys for the Mortgage Holder, at the time and place of sale as initial earnest money. Additional earnest money will be required to be paid by certified or bank cashier's check by the purchaser to Cooley, Shrair P.C., as attorneys for the Mortgage Holder, within five (5) business days after the date of the sale, in an amount that increases the total earnest money to ten percent (10%) of the purchase price. The balance of the purchase price will be required to be paid by certified or bank cashier's check within thirty (30) days after 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 time and place of the sale.

TD Bank, N.A. f/k/a Banknorth, N.A.  
Present Holder of said Mortgage

By: 

Its Attorney  
Michael S. Gove  
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 29 Blossom Street, Fitchburg, Massachusetts and more fully described in the Mortgagee's Notice of Sale of Real Estate notice attached hereto (the "Sale Notice"), for the sum of \$ \_\_\_\_\_ (the "Purchase Price"), plus a Five Percent (5%) buyer's premium of \$ \_\_\_\_\_ (the "Buyer's Premium Amount").

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 \$5,000 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 August 29, 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 \$5,000 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 29<sup>th</sup> day of July, 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 Mortgage Holder is in possession of a Phase I Environmental Site Assessment prepared by ECS, Inc. on or about May 26, 2011 with respect to the premises, copies of which are here for anyone to inspect prior to the bidding. This report is being made available for information purposes only and is not to be relied upon by you, or anyone else, for any purpose,

and the Mortgage Holder makes no representations or warranties regarding the accuracy, completeness or usefulness of the report or any of the information contained therein.

6. 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 onsite 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 dated July 8, 2011 has been obtained from the city collector's office, and copies are available for inspection prior to the bidding. Based on the certificate and other information provided by the collector's office and by the city's water/sewer department, the following amounts appear due and owing to the City of Fitchburg with respect to the premises:

Real estate taxes, interest and other charges for fiscal year 2010, calculated through July 29, 2011	\$ 1,479.74
Real estate taxes, interest and other charges for fiscal year 2011, calculated through July 29, 2011	\$ 3,873.78
Real estate taxes, interest and other charges for 1st half of fiscal year 2012 calculated through July 29, 2011	\$ 1,430.08

Unpaid water and sewer charges, including any interest,  
for fiscal year 2010. \$ 240.71

Unpaid water and sewer charges, including any interest,  
for fiscal year 2011. \$ 716.64

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 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.

10. This sale includes a 5% Buyer's Premium, which means the successful bidder, other than the Mortgage Holder or its affiliate, will be responsible for paying, in addition to the amount bid, a Buyer's Premium amount equal to 5% of such bid amount.

11. The premises are also being sold subject to the following matters of record with the Worcester County Northern District Registry of Deeds, to the extent presently applicable and in effect against the premises and having priority over the mortgage being foreclosed upon today: Rights of ways as set forth in deeds in Book 663, page 638, in Book 2235, page 114, and in Book 4149, page 277.

12. 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.



13. 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.

14. 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.

15. 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.

16. 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.

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Successful Bidder's signature

State Tax Form 290  
 Certificate: 23812  
 Issuance Date: 07/08/2011

MUNICIPAL LIEN CERTIFICATE  
 CITY OF FITCHBURG, MA  
 COMMONWEALTH OF MASSACHUSETTS

Requested by COOLEY SHRAIR

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 07/08/2011 are listed below.

DESCRIPTION OF PROPERTY

Parcel ID: 0043-0106-0

29 BLOSSOM ST

HOOLIGANS, INC.,  
 C/O KIRBY, ERIKA M.  
 60 PUTNAM PARK  
 FITCHBURG MA 01420

Land area : 0.22 AC  
 Land Value : 52,800  
 Impr Value : 70,300  
 Land Use : 0  
 Exemptions : 0  
 Taxable Value: 123,100

Deed date: 03/28/2011 Book/Page: 7382-/261  
 Class: 326-

FISCAL YEAR	2012	2011	2010
DESCRIPTION			
COMMERCIAL REAL ESTATE TAX	\$1,362.72	\$2,615.76	\$2,522.29
SEWER LIEN FEE	\$0.00	\$25.00	\$25.00
SEWER LIEN INTEREST	\$0.00	\$388.71	\$559.05
WATER LIEN FEE	\$0.00	\$42.67	\$66.51
WATER LIEN INTEREST	\$0.00	\$50.00	\$50.00
	\$0.00	\$277.38	\$360.24
	\$0.00	\$29.54	\$42.42
TOTAL BILLED:	\$1,362.72	\$3,429.06	\$3,625.51
Charges/Fees	\$0.00	\$15.00	\$15.00
Abatements/Exemptions	\$0.00	\$0.00	\$0.00
Payments/Credits	\$0.00	\$0.00	\$0.00
Interest to 07/08/2011	\$0.00	\$247.32	-\$2,334.21
			\$103.72
TOTAL BALANCE DUE:	\$1,362.72	\$3,691.38	\$1,410.02

NOTE: Actual 2012 taxes not yet issued.

TOTAL INTEREST PER DIEM: \$1.7874

OTHER UNPAID BALANCES:  
 2010 WATER AND SEWER \$240.71  
 2011 WATER AND SEWER \$716.64

  
 BRIAN J. DOHERTY  
 TREASURER & COLLECTOR

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE