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## **BIDDER'S INFORMATIONAL PACKAGE**

### **650C MEMORIAL DRIVE CHICOPEE, MASSACHUSETTS**

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## 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 **TOPOR REALTY, LLC** (the "Mortgagor") to **PEOPLE'S UNITED BANK**, formerly known as The Bank of Western Massachusetts, successor by merger with The Bank of Western Massachusetts (the "Mortgagee") dated August 29, 2002 and recorded in the Hampden County Registry of Deeds at Book 12557, Page 99, 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 **Thursday, June 9, 2011, at 11:00 A.M.**, on the mortgaged premises below described, being known and numbered as **650C Memorial Drive, Chicopee, Hampden County, Massachusetts** more particularly described as follows:

A certain parcel of land shown as "LOT 20, AREA = 277,516 S.F. =/-, 6.37089 ACRES =/-: on a plan of land entitled "Approval Not required Subdivision, Subdivision of Lots 16 and 17 Montgomery Str into Lots 18, 19 20 and 21 Montgomery Str, Plan of Land in the City of Chicopee, Massachusetts, Hampden County-Prepared for Ralph Sheese and Bonita Sheese" by Durkee, White, Towne and Chapdelaine, Civil Engineers and Land Surveyors, 356 Front Street, Chicopee, Massachusetts 01113 and recorded in the Hampden County Registry of Deeds at Book of Plans 326, Page 13.

Being a the premises conveyed to the Mortgagor by Warranty Deed of Ralph Sheese and Bonita Sheese dated July 2, 2002 and recorded in the Hampden County Registry of Deeds at Book 12468, Page 303

Said premises will also be sold subject to all restrictions and easements of record, leases and tenancies having priority over said mortgage, to tenancies or occupation by persons on the premises now or at the time of said auction which tenancies or occupations are subject to said 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 TWENTY-FIVE THOUSAND AND 00/100 (\$25,000.00) 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 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.

PEOPLE'S UNITED 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: 4/29/11; 5/6/11; 5/13/11

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## MEMORANDUM OF SALE

1. The parcel of property in Chicopee, Hampden County, Massachusetts, with buildings thereon located at 650C Memorial Drive ("the Premises"), as more particularly described in the Mortgage to People's United Bank, successor by merger to The Bank of Western Massachusetts (the "Seller"), dated August 29, 2002 and recorded in the Hampden County Registry of Deeds at Book 12557, Page 99, 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, and G.L.c. 21E, and all other claims in the nature of liens having priority over the Mortgage, 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 The Savings Institute Bank and Trust Company within 30 days of the date of this Agreement.

3. The delivery of a deposit of TWENTY FIVE THOUSAND and no/100 DOLLARS (\$20,000.00), plus so much paid within 5 business days hereof to make the deposit equal to 10.0% of the purchase price, which has been made to bind this purchase, 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 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 will be responsible for all closing costs, Massachusetts deed excise stamps and all recording fees.

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 damages, costs and expenses of the Seller in excess of the amount of the deposit, due to the Buyer's default, including attorneys' and auctioneers' fees.

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.

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:

\_\_\_\_\_

People's United Bank  
By: Kevin M. Bowler  
Title: Vice President

Date: June 9, 2011

RECEIVED of \_\_\_\_\_  
the sum of TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00) 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 June 9, 2011 purchased at the auction of Aaron Posnik & 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 TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00), and agreeing to pay the additional deposit amounts, if any, required by this Agreement, understand that according to this Agreement, 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:

\_\_\_\_\_

Print Name:  
Address:

State Tax Form 290  
Certificate: 392  
Issuance Date: 05/12/2011

MUNICIPAL LIEN CERTIFICATE  
CITY OF CHICOPEE  
COMMONWEALTH OF MASSACHUSETTS

Requested by ATTYS. O'CONNELL, PLUMB & MACKINNON, P.C  
75 MARKET PLACE  
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 05/10/2011 are listed below.

DESCRIPTION OF PROPERTY

Parcel ID: 0396-00002	650 MEMORIAL DR CITY OF CHICOPEE	Land area : 6.37 AC
TOPOR REALTY L L C		Land Value : 695,400
PO BOX 512		Impr Value : 1,997,400
CHICOPEE MA 01021-0512		Land Use : 0
		Exemptions : 0
		Taxable Value: 2,692,800

Deed date: 07/30/2002 Book/Page: 12468/303  
Class: 330-AUTO SALES & SERVICE-GENERAL

FISCAL YEAR	2011	2010	2009
DESCRIPTION			
COMMERCIAL RE TAX	\$81,591.84	\$78,214.22	\$75,971.80
Charges/Fees	\$ .00	\$ .00	\$ .00
Abatements/Exemptions	-\$14,498.55	\$ .00	\$ .00
Payments/Credits	-\$40,795.92	-\$78,214.22	-\$75,971.80
Interest to 05/12/2011	\$527.55	\$ .00	\$ .00
<b>TOTAL BALANCE DUE:</b>	<b>\$26,824.92</b>	<b>\$ .00</b>	<b>\$ .00</b>
<b>TOTAL INTEREST PER DIEM:</b>	<b>\$12.8671</b>		

NOTE: F/Y 2011 TAXES 1ST HALF DUE 12/01/2010  
2ND HALF DUE 05/02/2011

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2011 UTILITY BILLING

\$ 331.15

CALL THE UTILITY AND ELECTRIC LIGHT DEPTS. FOR FINAL READINGS

All utility payments to be paid to the Collector.

Electric: 04/27/11 \$1,183.46 NOT PAID ACCT. 91012 - 00

Electric payments to be paid to the Chicopee Electric Light.

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CAROLE J. HARMS  
CITY COLLECTOR

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE

**FORECLOSURE DEED**

AFFECTED PREMISES:  
650C Memorial Drive  
Chicopee, Massachusetts

**PEOPLE'S UNITED BANK**, formerly known as The Bank of Western Massachusetts, successor by merger with The Bank of Western Massachusetts (the "Bank"), the present holder of a mortgage from Topor Realty, LLC, dated August 29, 2002 and recorded in the Hampden County Registry of Deeds at Book 12557, Page 99, by the power conferred by said mortgage and every other power,

For consideration paid of \_\_\_\_\_ Dollars

grants to,

, the premises conveyed by said mortgage:

A certain parcel of land shown as "LOT 20, AREA = 277,516 S.F. +/-, 6.37089 ACRES +/-: on a plan of land entitled "Approval Not Required Subdivision, Subdivision of Lots 16 and 17 Montgomery Str into Lots 18, 19, 20 and 21 Montgomery Str, Plan of Land in the City of Chicopee, Massachusetts, Hampden County-Prepared for Ralph Sheese and Bonita Sheese" by Durkee, White, Towne and Chapdelaine, Civil Engineers and Land Surveyors, 356 Front Street, Chicopee, Massachusetts 01113 and recorded in the Hampden County Registry of Deeds at Book of Plans 326, Page 13.

Being a the premises conveyed to the Topor realty, LLC by Warranty Deed of Ralph Sheese and Bonita Sheese dated July 2, 2002 and recorded in the Hampden County Registry of Deeds at Book 12468, Page 303

IN WITNESS WHEREOF, the Bank has caused its corporate seal to be hereto affixed and these presents to be signed, in its name and behalf, this \_\_\_\_ day of July, 2011.

People's United Bank, f/k/a The Bank of Western  
Massachusetts, successor by merger with The Bank  
of Western Massachusetts

\_\_\_\_\_  
By:  
Title:

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss

July \_\_, 2011

On this day, before me, the undersigned notary public, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of People's United Bank, f/k/a The Bank of Western Massachusetts, successor by merger with The Bank of Western Massachusetts, 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 People's United Bank as aforesaid.

\_\_\_\_\_, Notary Public

My commission expires: