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## **BIDDER'S INFORMATIONAL PACKAGE**

# (8) PROPERTIES SOUTHBRIDGE, 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.

#### NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage and security agreement ("Mortgage") given by Joseph Roger Vincent a/k/a J. Roger Vincent a/k/a Roger Vincent ("Mortgager") and by Vincent Oil Company, Inc. to Leonard E. Belcher, Incorporated ("Mortgagee") dated May 27, 2010 and recorded on June 14, 2010 with the Worcester County Registry of Deeds at Book 45906, Page 314, for breach of the conditions of said Mortgage and for the purpose of foreclosing the same, the premises described in said Mortgage located in Southbridge, MA all and singular will be sold at Public Auction on Wednesday, September 21, 2011 as follows (parcel references refer to the parcel name given such parcel in the Mortgage):

First Sale: At 11:00 a.m. at 14 Country Club Place, Southbridge, the premises located at 14 Country Club Place, (Exhibit A in the Mortgage), will be sold;

Second Sale (Entirety Other Than Country Club Place): At 12:00 noon, at 34 Newman Avenue, Southbridge, all of the mortgaged premises other than 14 Country Club Place, will sold in their entirety, subject to the Third Sales below, namely, 34 Newman Avenue (parcel 1), 51 Guelphwood Road (parcel 8), 45 Guelphwood Road (parcel 7), 55 Guelphwood Road (parcels 4 & 5), 61 Guelphwood Road (parcel 6), George Street (parcel 3), George Street (parcel 2).

Third Sales (Individual): At 34 Newman Avenue, Southbridge, immediately after the completion of the Second Sale, the premises that were sold in their entirety will be sold individually, in the following order: 34 Newman Avenue (parcel 1), 51 Guelphwood Road (parcel 8), 45 Guelphwood Road (parcel 7), 55 Guelphwood Road (parcels 4 & 5), 61 Guelphwood Road (parcel 6), George Street (parcel 3), George Street (parcel 2).

If the Second Sale (Entirety Other Than Country Club Place) results in a greater sale price than the aggregate of the individual Third Sales, then the Second Sale shall prevail and the Third individual sales shall be voided. If the Third individual sales result in a greater aggregate sale price than the Second Sale, then the Third individual sales shall prevail and the Second Sale (Entirety) shall be voided.

The mortgaged premises as described in the Mortgage, are as follows:

## "EXHIBIT "A" 14 Country Club Place, Southbridge, MA 01550

The land in Southbridge with the buildings thereon and all privileges and appurtenances thereto belonging, situated on the westerly side of Country Club Place, bounded and described as follows:

BEGINNING at the northeasterly corner thereof, at an iron pin on the westerly line of Country Club Place, distance 130.25 feet southerly of the junction of the westerly line of said Country Club Place and the proposed southerly line of Durfee Street;

THENCE south 20° 30' west by the westerly line of Country Club Place 120.00 feet to an iron pin at land now or formerly of Allan L. Barker et ux;

THENCE north 68° 41' west by said Barker land 137.32 feet to an iron pin and continuing in the same course 1.5 feet, more or less, to stone wall at land formerly of Quinebaug Forestry Company;

THENCE northerly along stone wall by said land of Quinebaug Forestry Company, 125.11 feet to a point at land now or formerly of Southbridge Development Company;

THENCE south 66° 34' east by land of said Southbridge Development Company 2.5 feet, more or less, to an iron pin and continuing in the same course 139.45 feet to the point of beginning. BEING the same premises conveyed to me by deed of David M. LaFleche and Cathy A. LaFleche dated July 30, 1998 and recorded with the Worcester District Registry of Deeds in Book 20249, Page 27.

#### PARCEL ONE

the land in said Southbridge, on Fairlawn Heights, so-called, and bounded and described as follows:

LOTS numbered nine (9), ten (10), eleven (11), twelve (12), thirteen (13), fourteen (14) and fifteen (15) as shown on plan of Fairlawn Heights, filed with the Book of Plans, Worcester District Registry of Deeds in Worcester, Mass., to which reference may be had for a fuller description thereof.

SAID premises are conveyed subject to the right with others to pass or repass over the proposed street, called Newman Street as shown on plan.

BEING the same premises conveyed to us by deed from Georgiana Hebert dated January 16, 1967 and recorded in the Worcester District Registry of Deeds at Book 4749, Page 171.

#### PARCEL TWO

the land in said Southbridge situated at the southwesterly corner of George Street and Faulkner Avenue, being Lot 26 on Plan of Fairlawn Heights by John A. Whittaker, C.E., dated July, 1911, and filed with Worcester District Deeds, Plan Book 25, Plan 80, bounded as follows:

Northerly by Faulkner Avenue 100 feet;

Easterly by George Street 50 feet;

Southerly by Lot 27 on said plan 100 feet; and

Westerly by Lot 32 on said plan 50 feet.

Being the same premises conveyed to us by deed of Stanislas L. Poirier et ux. dated June 24, 1982 and recorded at Worcester District Registry of Deeds, Book 7495, Page 2.

#### PARCEL THREE

the land in said Southbridge situated on the westerly side of George Street, being Lots 27, 28, 29, 30 and 31 on a plan of Fairlawn Heights by John A. Whittaker, C.E., dated July, 1911, and filed with Worcester District Deeds, Plan Book 25, Plan 80, together bounded as follows:

Northerly by Lot 26 on said plan 100 feet;

Easterly by George Street 210 feet;

Southerly by land of Aurore B. Capistrand, formerly of Adolph Dupuis, 100 feet; and Westerly by lots 38, 37, 36, 35, and 34 on said plan 210 feet.

Reserving to the grantors, their heirs and assigns the right to install and maintain electric and telephone poles and wires on Lot 31.

Being the same premises conveyed to us by deed of Stanislas L. Poirier et ux. dated June 24, 1982 and recorded at Worcester District Registry of Deeds, Book 7495, Page 2.

#### PARCEL FOUR

the land with the dwellings thereon, situated on the northerly side of Guelphwood Road in said Southbridge bounded and described as follows:

Beginning at the southwesterly corner thereof at an iron pin on the northerly line of said Guelphwood Road, said iron pin being at the southeasterly corner of land owned by Valida Vincent and said pin being also ninety-four and five tenths (94.5) feet easterly of a stone bound as shown on plan of "Fairlawn Heights" recorded in Worcester District Registry of Deeds, Plan Book 25, Plan 80;

THENCE S. 25° 05′ W. fifty-three and Eighty-one hundredths (53.81) feet to an iron pin at land of mortgagees;

THENCE S. 28° 13' E. One Hundred Twenty-one and Eight hundredths (121.08) feet to an iron pin on the northerly line of said Guelphwood Road;

THENCE S. 61° 14' W. by the northerly line of said Guelphwood Road, Fifty (50) feet to the point of beginning.

Being the same premises conveyed to us by deed of Ercole Staffieri et ux. dated February 14, 1974 and recorded with Worcester District Registry of Deeds, Book 5455, Page 28.

<u>NOTE</u>: The following five (5) courses began the legal description in said deed, but were inadvertently omitted from the legal description in the aforesaid Mortgage:

"THENCE N. 26° 46' W. by the land of said Vincent for a distance of One Hundred (100) feet;

THENCE Southwesterly by land of said Vincent for a distance of Five and one tenth (5.1) feet;

THENCE Northwesterly by land of said Vincent, Eighty-eight (88) feet to the easterly line of Newman Avenue;

THENCE N. 25° 55' E. by the easterly line of Newman Avenue, One Hundred One and Five tenths (101.5) feet to other land of the mortgagees;

THENCE S. 66° 50' E. by land of the mortgagees, One Hundred (100) feet to an iron pin at land of the mortgagees."

#### PARCEL FIVE

the land with the dwellings thereon, situated on the northerly side of Guelphwood Road in said Southbridge bounded and described as follows:

Beginning at the southwesterly corner thereof at an iron pin on the northerly line of said Guelphwood Road, said iron pin being at the southeasterly corner of other land of Ercole Staffieri, et ux., said iron pin being one hundred forty-four and five tenths (144.5) feet easterly of a stone bound as shown on plan "Fairlawn Heights" recorded in Worcester District Registry of Deeds, Plan Book 25, Plan 80;

THENCE Northerly 28° 13' W. by other land of Staffieri, et ux., one hundred twenty-one and eight hundredths (121.08) feet to an iron pin at other land of Staffieri, et ux.;

THENCE Northerly 25° 5' E. along other land of Staffieri, et ux., a distance of twenty-eight and thirty-five hundredths (28.35) feet to an iron pin at land now or formerly of Roger Vincent;

THENCE Southerly 24° 1' E. along land of said Vincent, a distance of one hundred thirty-eight and twenty-five hundredths (138.25) feet to an iron pin in the northerly line of said Guelphwood Road at the south-westerly corner of other land of said Vincent;

THENCE Southerly 61° 14′ W. a distance of twelve and four tenths (12.4) feet back to the point of beginning.

Being the same premises conveyed to us by deed of Ercole Staffieri et ux. dated February 14, 1974 and recorded with Worcester District Registry of Deeds, Book 5455, Page 28.

### PARCEL SIX

the land in Southbridge on the northwesterly Line of Guelph Road being #61 thereon, also known as Guelphwood Road and Guelph Woods Road, and more particularly bounded and described as follows:

BEGINNING at an iron pin in the northerly line of said Guelph Road, said iron pin being at the southeasterly corner of premises of Ercole Staffieri, et ux, and at the southwesterly corner of the premises being conveyed;

THENCE North 24° 01' West along said Staffieri land 136.25 feet to an iron pin at other land of said Staffieri, et ux;

THENCE North 25° 05' East 25.46 feet to an iron pin;

THENCE North 66° 50' West 100 feet to the southeasterly line of proposed Newman Avenue;

THENCE northeasterly by the southeasterly line of said Newman Avenue 214.4 feet, more or less, to the southwesterly corner of Lot #38, as shown on Plan of Lots entitled "Fairlawn Heights" made by John A. Whittaker, C.E., July 1911, recorded with Worcester District Registry of Deeds, Plan Book 25, Plan 80;

THENCE in a southeasterly direction 216 feet, more or less, to the northwesterly line of proposed George Street;

THENCE southwesterly by the northwesterly line of said George Street 302.5 feet, more or less to its intersection with said Guelph Road;

THENCE southwesterly by the northwesterly line of said Guelph Road 61 feet, more or less, back to the point of beginning.

Also granting to said Grantee all appurtenant rights thereto as reserved by the said Lillian A. Robida and Aurore B. Capistrand in said deeds by them to the said Ercole Staffieri, et ux.

Being the same premises conveyed to us by deed of Aurore B. Capistrand dated March 29, 1973, recorded in Worcester District Registry of Deeds, Book 5323, Page 261.

### PARCEL SEVEN

A certain tract of land in said Southbridge situated on the Westerly side of the road leading to Charlton (said road also being known as Guelph Road and Guelph Wood Road, being part of the Faulkner tract commonly known as Fairlawn Heights, Lots 47 to 50, bounded and described as follows:

BEGINNING at the Northeasterly corner of the tract to be conveyed at an iron pin on the Westerly side of the Charlton Road and marking the Southeasterly corner of land now or formerly of Albert Vincent;

THENCE by the Westerly line of said road S. 60° 50′ W. Fourteen and five tenths (14.5) feet to a stone monument marking an angle in the road;

THENCE S. 58° 36' W. by the Westerly side of said road One hundred fifty-five and three tenths (155.3) feet to a stone monument marking an angle in the road;

THENCE by the Westerly side of said road S. 61° 54′ W. Forty-eight (48) feet to an iron pin marking the Easterly side of a way called Newman Avenue;

THENCE on the East side of said Newman Avenue, N. 18° 50' E. Sixty-four and five tenths (64.5) feet to a drill hole in ledge stone;

THENCE N. 27° 20' E. on East side of said Newman Avenue One hundred twenty (120) feet to an iron pin marking the Southwest corner of other land now or formerly of Albert Vincent;

THENCE by said land now or formerly of Albert Vincent S. 61° 15' E. One hundred twenty-six and five tenths (126.5) feet to an iron pin on the West side of said Charlton Road and point of beginning.

Together with the right-of-way over Newman Avenue for foot passengers, teams, sewer, gas and electric and telephone poles.

Being the same premises conveyed to us by deed of Richard A. Vincent and recorded at the Worcester District Registry of Deeds at Book 5838, Page 308.

### **PARCEL EIGHT**

A certain tract of land in said Southbridge on Fairlawn Heights, so-called, generally described as follows: Lots numbered 44, 45, 46, 51, and 52 according to a plan of lots of said Fairlawn Heights, made by John A. Whittaker, C.E., dated July, 1911, and recorded with Worcester District Deeds; said lots numbered 44, 45 and 46 are situated on Newman Avenue, so-called; and said lots numbered 51 and 52 are situated in rear of Lots 44, 45 and 46 on the road leading from Southbridge to Charlton Town; the said lots being bounded as follows:

BEGINNING at a stake on the Easterly line of a proposed street called Newman Avenue, on said plan;

THENCE on said line of said street in a Southerly direction One hundred twenty (120) feet to a stake at Lot No. 47 on said plan;

THENCE Easterly in a straight line One hundred twenty-six and five tenths (126.5) feet to the road leading from Southbridge to Charlton Town;

THENCE in a Northeasterly direction along the line of said road Eighty (80) feet to land now or formerly of Paul Capistrand;

THENCE in a Northwesterly direction One hundred (100) feet to an iron pin in the ground;

THENCE Southwesterly five and one tenth (5.1) feet more or less to a point;

THENCE Westerly in a straight line Eighty-eight and three tenths (88.3) feet to the point of beginning.

BEING the same premises conveyed to us by deed of Richard A. Vincent and recorded at the Worcester District Registry of Deeds, Book 5838, Page 308."

There is also included in the sale all equipment and fixtures situated on the above-described premises to the extent the same are part of the realty.

Said premises will be sold and conveyed subject to and with the benefit of the following, if any there be, insofar as in force and applicable and having priority over the Mortgage: any and all restrictions, easements, improvements, covenants, unpaid taxes, tax titles, municipal liens, oil and hazardous materials and environmental liens, other liens or claims in the nature of liens, rights of parties in possession, attachments and encumbrances, boundary line disputes, overlaps, encroachments and any matters which would be disclosed by an accurate survey and inspection of the premises.

Without limiting the generality of the foregoing, said premises will be sold subject to and with the benefit of the following specific items, to the extent the same are in force and applicable:

14 Country Club Place (Exhibit A): Agreement concerning a wall described at Book 2035, Page 59; Riparian rights described at Book 4079, Page 75; Easement for poles and wires described at Book 4231, Page 570.

45 Guelphwood Road (parcel 7) Mortgage to Southbridge Savings Bank for \$100,000 recorded Book 45064, Page 222.

<u>55 Guelphwood Road (parcels 4 & 5)</u>: Reservation of rights regarding cesspool, water, sewer and pipes described at Book 3667, Page 435.

61 Guelphwood Road (parcel 6): Reservation of rights regarding sewer lines described at Book 2725, Page 146 and at Book 2756, Page 518.

George Street (parcels 2 & 3): Reservation of easement for poles and wires described at Book 7495, Page 2; easement for poles and wires described at Book 44898, Page 115.

TERMS OF SALE. The following "terms of sale" shall apply to each property. To qualify as a bidder, an initial deposit shall be paid at the time and place of the foreclosure sale (as specified above) in the amounts set forth below (the "Initial Deposit"). Within five (5) business days after the sale, the successful bidder shall pay an additional deposit sufficient to bring the aggregate deposit up to an amount equal to ten (10%) per cent of the auction price. The Initial Deposit due from the high bidder at the First Sale of 14 Country Club Place is \$10,000. The Initial Deposit due for the Second Sale (Entirety) is \$30,000. The Initial Deposit due for each of the individual Third sales shall be \$5,000 per sale.

The deposit shall be paid by the successful bidder to Shatz, Schwartz and Fentin, P.C. ("Escrow Agent") as earnest money, by certified or bank cashier's check, unless otherwise announced at the sale. Said deposit shall be retained by the Escrow Agent as liquidated damages in the event that the successful bidder fails to perform and as a result does not consummate the sale. The successful bidder will be required to pay the balance of the purchase price plus a seven (7%) per cent buyer's premium payment, in addition to the bid price, within thirty (30) days from the date of sale. A properly registered real estate broker whose client is a successful bidder that closes on a property will receive a payment of two (2%) per cent of the property's auction price as a broker's incentive. In the event that no real estate broker is entitled to the incentive, said two (2%) per cent will be credited back to the Mortgagee as additional sale proceeds. TIME WILL BE OF THE ESSENCE.

In the event that the successful bidder at the public auction shall default in purchasing the within described property according to the terms of this Notice of Mortgagee's Sale and/or the terms of the Memorandum of Sale executed at the public auction, the Mortgagee reserves all of its rights against such successful bidder and in addition, the Mortgagee may, at its election, purchase the property for the amount bid by the successful bidder or sell the property to the second highest bidder at the public auction, provided that the Mortgagee in its discretion may require, (i) said second highest bidder to deposit with the Escrow Agent the amount of the required deposits as set forth herein within three (3) business days after written notice to the second highest bidder of the default of the previous highest bidder, (ii) the second highest bidder to execute a Memorandum of Sale and (iii) the closing to occur within twenty (20) days of said written notice time being of the essence.

The Mortgagee reserves the right to sell any parcel or any portion thereof separately, or in any order that the Mortgagee may choose and/or to postpone this sale to a later time or date by public proclamation at the time and date appointed for the sale and to further postpone any adjourned sale date by public proclamation at the time and date appointed for the adjourned sale date. The description for the premises contained in said Mortgage shall control in the event of a typographical error in this publication.

The successful bidder shall pay all recording fees and documentary stamps in connection with the transfer of the premises, any costs of obtaining smoke detectors, carbon monoxide detectors and smoke and carbon monoxide detector certificates and the transfer or issuance of any licenses, all real estate taxes, tax titles, and municipal charges due as of the date of sale and those due thereafter through the date of Closing, as well as all of its costs in connection with the transaction, including but not limited to title examinations and title premiums. No adjustments whatsoever will be made, whether for taxes, municipal charges, utilities or otherwise.

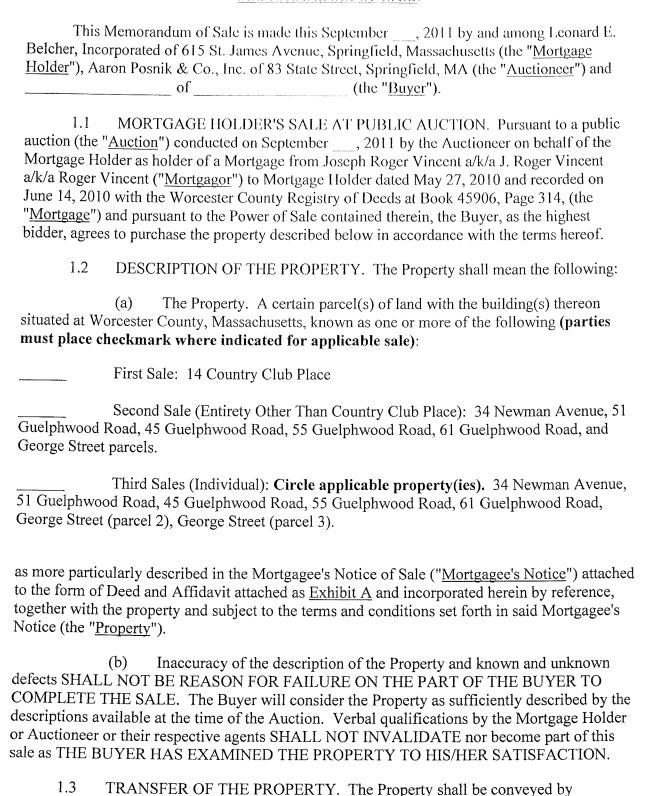
Other terms to be announced at the time and place of sale.

The successful bidder will be required to sign at the auction sale a Memorandum of Sale containing the terms of sale.

LEONARD E. BELCHER, INCORPORATED, Mortgagee By Shatz, Schwartz and Fentin, P.C., its attorneys Gary S. Fentin, Esquire 1441 Main Street Springfield, MA 01103 (413) 737-1131

Dated: August 30, 2011

### MEMORANDUM OF SALE



mortgagee's deed (Massachusetts General Laws, Chapter 183), under the statutory power of sale

and delivered together with an Affidavit, such Deed and Affidavit to be substantially in the form set forth in attached as  $Exhibit \Delta$ .

- 1.4 PRICE AND DEPOSIT. The bid price for which the Property has been sold to the Buyer is \$\_\_\_\_\_\_ of which \$\_\_\_\_\_ has been paid this day in escrow to Shatz, Schwartz and Fentin, P.C. ("Escrow Agent") in accordance with the terms of the Mortgagee's Notice. Within five (5) business days after the auction sale an additional deposit shall be paid by the Buyer sufficient to bring the aggregate deposit up to an amount equal to ten (10%) per cent of the auction price. The Buyer will be required to pay the balance of the purchase price plus a seven (7%) per cent buyer's premium in addition to the bid price, within thirty (30) days from the date of auction sale. The Mortgage Holder shall deposit such amount in a noninterest bearing account. TIME WILL BE OF THE ESSENCE.
- 1.5 BALANCE OF PRICE; CLOSING. The deed and associated papers shall be delivered and the balance of the consideration paid by certified or bank treasurer's check at the office of Shatz, Schwartz and Fentin, P.C., 1441 Main Street, Springfield, Massachusetts at ten o'clock (10:00) A.M. on or before October 21, 2011, time being of the essence, unless Mortgage Holder otherwise agrees (the "Closing").
- 1.6 TITLE. Buyer acknowledges that it has reviewed this Memorandum of Sale, the Mortgagee's Notice, the Municipal Lien Certificate(s), and all other materials delivered at the sale (referred to collectively as the "Bidder's Package"), and agrees to purchase the Property subject to the items disclosed in such Bidder's Package.

In the event the Mortgage Holder cannot convey title to the Property as stipulated, for any reason whatsoever except the fault of the Buyer, the deposit shall be refunded and all rights hereunder shall cease, and the Buyer shall have no recourse against the Mortgage Holder or Escrow Agent or their employees, agents and representatives, whether at law or in equity; provided, however, that at the election of the Buyer and the Mortgage Holder, Buyer may accept such title as the Mortgage Holder can deliver to the Property in its then condition and to pay therefor the purchase price without deduction.

### 1.7 RISK OF LOSS/INJURY.

(a) Mortgage Holder shall be under no obligation to maintain casualty insurance covering the Property after the execution of this Agreement. If the Property is damaged by fire or other casualty after the date hereof and prior to the Closing, Buyer shall nonetheless accept the deed to the Property and pay therefor the full balance of the bid price. Buyer may at its expense, obtain insurance on the Property upon the execution of this Agreement to insure itself against any loss or damage occurring prior to Closing. In the event of any loss or damage has occurred to the Property prior to the execution of this Agreement, any insurance proceeds now or hereafter received for such damage shall belong to the Mortgage Holder, it being acknowledged that, except as stated herein, the Premises shall be delivered in their AS IS condition.

- (b) Neither Buyer nor any of its agents or employees shall enter upon the Property prior to Closing for any purpose without obtaining the prior written authorization of the Mortgage Holder. In the event Mortgage Holder, in its sole and exclusive discretion, permits the Buyer or its agents to enter upon the Property, Buyer indemnifies Mortgage Holder for any loss, damage, liability or expense, including reasonable attorneys' fees, incurred on account of such entry and any activity conducted by Buyer, it being acknowledged that any entry or activity shall be at the sole risk and expense of the Buyer.
- 1.8 ACCEPTANCE OF DEED. The acceptance of a deed to the Property by the Buyer shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed or arising out of said Auction on the part of the Mortgage Holder to be performed or observed. The Mortgage Holder shall be under no obligation to provide any certifications or affidavits to the Buyer, Buyer's lender or title company with regard to the conduct of the sale or condition of the Property.
- CONDITION OF THE PROPERTY. THE PROPERTY IS BEING SOLD "AS IS", "WHERE IS", AND "WITH ALL FAULTS" AS OF THE DATE OF CLOSING. MORTGAGE HOLDER WILL MAKE NO AGREEMENT TO ALTER, REPAIR OR IMPROVE THE PROPERTY. MORTGAGE HOLDER AND AUCTIONEER SPECIFICALLY DISCLAIM ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY OR ITS OPERATION, OR ANY OF THE INFORMATION CONTAINED IN THE BIDDER'S PACKAGE, EXCEPT AS SPECIFICALLY SET FORTH IN THE MEMORANDUM OF SALE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION AS TO CONSTRUCTION, FITNESS FOR HABITATION, ZONING, USE, OR CONDITION OF THE PROPERTY, OR THE EXISTENCE ON OR UNDER THE PROPERTY OF ANY OIL, HAZARDOUS WASTE, SUBSTANCES, OR MATERIALS, ASBESTOS, UREA FORMALDEHYDE FOAM INSULATION, LEAD PAINT OR ABOVE GROUND OR UNDERGROUND STORAGE TANKS FOR OIL OR OTHER MATERIALS. BUYER SHOULD INDEPENDENTLY EXAMINE, OR HAVE ITS OWN CONSULTANTS EXAMINE, ALL FINANCIAL AND LEGAL DOCUMENTS, CONTRACTS, LICENSES, PERMITS, ENVIRONMENTAL MATTERS, AND INFORMATION RELATING TO THE PROPERTY. ALL PURCHASES OF THE PROPERTY WILL BE BASED SOLELY ON BUYER'S OWN INDEPENDENT INVESTIGATIONS AND FINDINGS AND NOT IN RELIANCE ON ANY INFORMATION PROVIDED BY MORTGAGE HOLDER OR AUCTIONEER. IN THE EVENT ANY INFORMATION CONTAINED IN THE BIDDER'S PACKAGE VARIES FROM DATA OBTAINED ELSEWHERE, THE INFORMATION CONTAINED IN THE BIDDER'S PACKAGE SHALL GOVERN, SUBJECT TO BEING UPDATED AT THE SALE.

Without limiting the generality of the foregoing, it is acknowledged as follows:

(a) No representation or warranty is made as to whether any contracts, leases, licenses or permits (including without limitation any licenses or permits needed to operate any aspect of the Property) are in full force and effect, whether the same are transferable or assumable, or whether they terminate upon sale of the Property.

- (b) No representation is made as to the zoning or permitted use of the Property, including without limitation, whether any of the Property can be used as a residence or a multi-family dwelling
- (c) No representation is made as to whether any Certificate of Municipal Liens or any tax information is accurate or complete or whether the Property can be used for any particular purpose. Buyer assumes full responsibility with regard to municipal charges, including without limitation, taxes and tax titles, outstanding as of the date of the foreclosure sale and those outstanding as of the Closing and for determining the proper uses for the Property.
- (d) THE BUYER, UPON EXECUTING THE MEMORANDUM OF SALE, SHALL EXECUTE THE LEAD PAINT PROPERTY TRANSFER NOTIFICATION FORM RECEIPT ATTACHED TO THE MEMORANDUM OF SALE IF THE PROPERTY INCLUDES RESIDENTIAL DWELLLING.
- (e) The Buyer agrees to investigate all of the foregoing prior to the sale to its satisfaction and indemnifies and holds the Mortgage Holder harmless from all liability and expenses, including reasonable attorney's fees, incurred by Mortgage Holder on account of the condition or use of the Property.
- 1.10 BUYER'S DEFAULT; DAMAGES. The Auction sale is not complete until the Buyer has executed this Memorandum of Sale and made the required deposit. Failure of the Buyer to execute this Memorandum of Sale or failure by the Buyer to fulfill the Buyer's agreements herein, shall constitute a default hereunder. Upon Buyer's default, Mortgage Holder shall be entitled, at its election, to either retain the deposit as liquidated damages or to hold Buyer responsible for all damages caused by its breach of contract, including, without limitation any deficiency resulting from a resale, whether to the second highest bidder, Mortgage Holder, or otherwise, together with costs of resale and any costs of maintaining or owning the Property. In the event Mortgage Holder resells the Property, Buyer shall have no claim to any excess of the eventual sale price over the amount bid.
- 1.11 ASSIGNMENT. The successful bidder may not assign the bid or its rights under this Memorandum of Sale without the prior written consent of the Mortgage Holder.
- 1.12 DEED STAMPS, DETECTORS, FEES, ADJUSTMENTS. The Buyer shall pay all recording fees and documentary stamps and sales tax in connection with the transfer of the Property, all costs of obtaining smoke detectors and carbon monoxide detectors and smoke and carbon monoxide detector certificates, any real estate taxes, tax titles, or tax lien, and municipal charges due as of the date of this Agreement and those due from the date of this Agreement to the date of the Closing, as well as all of Buyer's costs in connection with the transaction, including but not limited to title examinations and title premiums. There shall be no adjustments whatsoever, whether for taxes, municipal charges, rent, utilities or otherwise.
- 1.13 CONSTRUCTION OF AGREEMENT. This instrument is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be

canceled, modified or amended only by a written instrument executed by both the Mortgage Holder and the Buyer. If two or more persons are named herein as Buyer, their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Memorandum or to be used in determining the intent of the parties.

IN WITNESS WHEREOF, the parties have executed this Memorandum in multiple counterparts as of the date first written above.

|  | LEONARD E. BELCHER, INCORPORATED  |
|--|---|
|  | By:   |
|  | BUYER   |
|  | By:   |
|  | AUCTIONEER  |
|  | By:   |
| Received from Buyer the sum of \$_Memorandum, subject to the terms and con | as a deposit on account of the above ditions of sale hereinabove set forth. |
|  | SHATZ, SCHWARTZ AND FENTIN, P.C. attorney for the Mortgage Holder           |
|  | By:   |
| Exhibits   |   |

Α - Form of Deed and Affidavit and attached Mortgagee's Notice

- Lead Paint Notice

10\0490\Foreclosure\CDrafts FC & SP Sale\04 Memo of Sale, Deed, Affid Lead Paint.4803

## Exhibit A to Memorandum of Sale

#### Foreclosure Deed

Leonard E. Belcher, Incorporated, a Massachusetts corporation having a usual place of business at 615 St. James Avenue, Springfield, Massachusetts, holder of a mortgage from Joseph Roger Vincent a/k/a J. Roger Vincent a/k/a Roger Vincent to Leonard E. Belcher, Incorporated dated May 27, 2010 and recorded with the Worcester Registry of Deeds at Book 45906, Page 314 by power conferred by said mortgage and every other power, for \$ , paid, grants to the premises or portions thereof conveyed by said mortgage as more particularly described in Exhibit A-1 attached hereto and incorporated herewith. Executed under seal this October , 2011. LEONARD E. BELCHER, INCORPORATED By: Edward C. Hough Its President and Treasurer COMMONWEALTH OF MASSACHUSETTS County of Hampden On this \_\_\_\_\_\_, 2011 before me, the undersigned notary public, personally appeared Edward C. Hough, proved to me through satisfactory evidence of identification, namely the person was [known to me, identified by affirmation of a credible witness, or identified in , to be the person whose name is signed on the preceding or attached document and acknowledged to me that such person is the duly authorized President and Treasurer of Leonard E. Belcher, Incorporated and that such person signed such document voluntarily as such person's free act and deed for its stated purpose on behalf of such Leonard E. Belcher, Incorporated. sign and stamp 10\0490\Foreclosure\CDrafts FC & SP Sale\04 Deed & Affidavit

## Exhibit Δ-1 Insert Description of Premises Sold

## Exhibit $\Delta$ -2 Affidavit of Sale

Edward C. Hough, the President and Treasurer of Leonard E. Belcher, Incorporated named in the foregoing deed, make oath and say that the principal, interest and tax obligations mentioned in the above-described mortgage were not paid or tendered or performed when due prior to the sale,

that I complied with Chapter 244, Section 14 of the Massachusetts General Laws, as amended, the above-described mortgage and the Massachusetts statutory power of sale, by

causing to be published on August 30, 2011, September 6, 2011 and September 13, 2011 in the Southbridge Evening News, a newspaper published or by its title page purporting to be published in Southbridge, MA or having a general circulation in such city/town, a notice of which a true copy is attached hereto as <u>Exhibit A-3</u> and made a part hereof, and by mailing the required notices by registered mail, return receipt requested.

| Pursuant to said notice at the time and place therein appointed, Leonard E. Belcher, Incorporated sold the portion of the mortgaged premises described in <a href="Exhibit A-1">Exhibit A-1</a> at public auction by Aaron Posnik & Co., Inc., of 83 State Street, Springfield, Massachusetts, a licensed auctioneer, to              |
|---|
| for bid by said, being the highest bid  |
| made for such portion of the mortgaged premises at said auction.  |
| Executed under seal this  |
| LEONARD E. BELCHER, INCORPORATED  |
| By:   |
| Edward C. Hough   |
| Its President and Treasurer   |
| COMMONWEALTH OF MASSACHUSETTS   |
| County of Hampden   |
| On this, 2011 before me, the undersigned notary public, personally appeared Edward C. Hough, proved to me through satisfactory evidence of identification, namely the person was [known to me, identified by affirmation of a credible witness, or identified in], to be the person whose name is signed on the preceding or attached |
| document and acknowledged to me that such person is the duly authorized President and Treasurer of Leonard E. Belcher, Incorporated and that such person signed such document voluntarily as such person's free act and deed for its stated purpose on behalf of such Leonard E. Belcher, Incorporated.                               |
| sign and stamp  |
| 10\0490\Foreclosure\CDrafts FC & SP Sale\04 Deed & Affidavit.   |

## Exhibit A-3

Attach Tear Sheet of Mortgagee's Notice



MITT ROMNEY GOVERNOR KERRY HEALEY LIEUTENANT GOVERNOR TIMOTHY R. MURPHY SECRETARY PAUL J. COTE, JR.

COMMISSIONER

The Commonwealth of Massachusetts

Executive Office of Health and Human Services
Massachusetts Department of Public Health
Center for Environmental Health
Childhood Lead Poisoning Prevention Program
250 Washington Street, Boston, MA 02108-4619

#### Exhibit B

Lead Paint Property Transfer Notification Form Receipt

## CHILDHOOD LEAD POISONING PREVENTION PROGRAM (CLPPP) PROPERTY TRANSFER LEAD PAINT NOTIFICATION

Under Massachusetts and federal law, this notification package must be given to prospective purchasers of homes built before 1978. This package must be given in full to meet state and federal requirements. It may be copied, as long as the type size is not made smaller. Every seller and any real estate agent involved in the sale must give this package before the signing of a purchase and sale agreement, a lease with an option to purchase, or, under state law, a memorandum of agreement used in foreclosure sales. Sellers and agents must also tell the prospective purchaser any information they know about lead in the home. They must also give a copy of any lead inspection report, risk assessment report, Letter of Compliance or Letter of Interim Control. This package is for compliance with both state and federal lead notification requirements.

Real estate agents must also tell prospective purchasers that under the state Lead Law, a new owner of a home built before 1978 in which a child under six will live or continue to live must have it either deleaded or brought under interim control within 90 days of taking title. This package includes a check list to certify that the prospective purchaser has been fully notified by the real estate agent. This certification should be filled out and signed by the prospective purchaser before the signing of a purchase and sale agreement, a lease with an option to purchase or a memorandum of agreement used in a foreclosure sale. It should be kept in the real estate agent's files. After getting notice, the prospective purchaser has at least 10 days, or longer if agreed to by the seller and buyer, to have a lead inspection or risk assessment if he or she chooses to have one, except in cases of foreclosure sales. There is no requirement for a lead inspection or risk assessment before a sale. A list of private lead inspectors and risk assessors licensed by the Department of Public Health is attached and can also be found on the Childhood Lead Poisoning Prevention Program's website at <a href="https://www.state.ma.us/dph/clppp">www.state.ma.us/dph/clppp</a>.

Sellers and real estate agents who do not meet these requirements can face a civil penalty of up to \$1,000 under state law; a civil penalty of up to \$10,000 and possible criminal sanctions under federal law, as well as liability for resulting damages. In addition, a real estate agent who fails to meet these requirements may be liable under the Massachusetts Consumer Protection Act.

The property transfer notification program began in 1988 and has been very successful. It provides information you need to protect your child, or your tenants' child, from lead poisoning. Massachusetts has a tax credit of up to \$1,500 for each unit deleaded. There are also a number of grants and no-interest or low-interest loans available for deleading. It's up to you to do your part toward ending lead poisoning.

PLEASE TAKE THE TIME TO READ THIS DOCUMENT, LEAD POISONING IS THE NATION'S LEADING ENVIRONMENTAL HAZARD AFFECTING CHILDREN, DON'T GAMBLE WITH YOUR CHILD'S FUTURE.

CLPPP Form 94-2, 6/30/94, Rev. 2/03

## What is lead poisoning? How do children become lead poisoned?

Lead poisoning is caused by exposure to lead in the environment. It is most dangerous for children under six years old. In young children, too much lead in the body can cause permanent harm to the brain, kidneys, nervous system and red blood cells. Even at low levels, lead in children's bodies can slow growth and cause learning and behavioral problems. The main way children get lead poisoned is by swallowing lead paint dust. They do not have to chew on leaded surfaces or eat paint chips to become poisoned. Most childhood lead poisoning is caused by children's normal behavior of putting their hands or other things, such as toys, in their mouths. If their hands or these objects have touched lead dust, this may add lead to their bodies. Children can also be exposed to lead from such other sources as lead-contaminated soil or water, but these sources alone rarely cause lead poisoning. Lead can be found in soil near old, lead-painted houses. If children play in bare, leaded soil, or eat vegetables or fruit grown in such soil, or if leaded soil is tracked into the home and gets on children's hands or toys, lead may enter their bodies.

## What are the symptoms of lead poisoning? How is it detected?

Most lead poisoned children have no special symptoms. The only way to find out if a child is lead poisoned is to have his or her blood tested. The Massachusetts Lead Law requires all children between 9 months and 3 years old to be screened annually for lead, and again at age 4 if living in a high-risk community. If your child has been exposed to lead, or if you do not know if your child under age six has been screened for lead, ask your child's doctor, other health care provider or your local board of health for a simple screening test of your child.

## What is the treatment for lead poisoning?

Treatment of a lead poisoned child starts with finding and removing the lead hazards to which the child is exposed. This will include a lead inspection of the child's home, and if lead hazards are identified, deleading of the home. Medical treatment depends on the child's blood lead level and the child's response to the removal of the lead source. Parents will be taught about protecting their child from lead exposure. They will need to watch the child's progress through frequent blood tests. If necessary, the child may receive special drugs to help rid his body of excess lead. With this treatment, drugs are given daily for as long as several weeks. Sometimes this must be done more than once. A child who has been lead poisoned will need a lot of blood tests for a year or more. He or she should be tested for learning problems before starting school.

## Are children under six years old the only ones at risk of lead poisoning?

No. Young children are usually more easily and seriously poisoned than older children or adults, but lead is harmful to everyone. Lead in the body of a pregnant woman can hurt her baby before birth. Older children and adults who live in older housing with lead paint hazards may become exposed to lead and could potentially develop lead poisoning through home renovation. Most lead poisoning in adults is caused by work-related exposure or home renovation. Even hobby supplies, such as stained glass, bullets and fishing sinkers, can expose people to lead. Lead poisoning in adults can cause high blood pressure, problems having children for both men and women, digestive problems, nerve disorders, memory loss and problems concentrating, and muscle and joint pain. Adults who have any of these

symptoms and who have been exposed to lead should consider being screened for lead. Those who are regularly exposed to lead through their work are required by law to have their blood tested once a year for lead.

## What are the dangers of lead paint in homes, and when was it used?

Lead paint in homes causes almost all childhood lead poisoning. Lead is so harmful that even a small amount of fine lead dust that cannot be seen can poison a child. Lead paint covered by layers of nonleaded paint can still poison children, especially when it is disturbed, such as through normal wear and tear, or home repair work. When such lead paint is on moving surfaces, such as windows, fine lead dust is released through normal use. This dust settles, where it can be easily picked up on children's toys and fingers. Household paint with poisonous (now illegal) levels of lead was in use in Massachusetts from the 1690s until 1978. In 1978, the U.S. government banned lead from house paint. Lead can be found in all types of pre-1978 homes: homes in cities, suburbs or the countryside; private housing and state or federal public housing; single-family and multi-family homes. The older the house, the more likely it is to contain lead paint. The older the paint, the higher the likely lead content.

## Can routine home repairs cause lead poisoning?

There can be a danger of lead poisoning whenever painted surfaces inside or outside the home are scraped for repainting, or woodwork is stripped or removed, or windows or walls are removed. This is because lead paint is found in almost all Massachusetts homes built before 1978, and so many of Massachusetts' homes are old. Do not use power sanders, propane torches or heat guns to remove leaded paint, as these methods create a lot of lead dust and fumes. Temporarily move your family (especially children and pregnant women) out of the home while the work is being done and cleaned up, or at a minimum, tape up plastic sheets to completely seal off the work area. Get a lead inspection done, so that you will know which surfaces have lead paint and need extra care when preparing for and doing home repair work, and during cleanup afterwards. Do not do repairs in older homes without learning about safe ways to do the work to reduce the danger of lead dust. Hundreds of cases of childhood and adult lead poisoning result each year from do-it-yourself home projects.

## How does the owner of a home built before 1978 in which a child under six years old lives meet the requirements of the Massachusetts Lead Law?

The first step is to have a lead inspection or risk assessment done. A licensed lead inspector will test the surfaces of the home for lead and give the owner a written report that states where there is lead in amounts considered a violation by state law, and record any lead hazards that must be corrected. A risk assessor, who is a specially licensed lead inspector, will do a lead inspection plus a risk assessment, during which he or she checks the home for the most serious lead hazards that must be fixed for interim control. (See question about interim control, below.) Only a licensed deleader may do high-risk work, such as removing lead paint or repairing chipping and peeling lead paint. Either a deleader, the owner or someone who works for the owner (an agent) can do certain other deleading and interim control tasks. (See next question.) An owner or agent must get special training to perform the deleading tasks they may do. After the work is done, the lead inspector or risk assessor returns to check the home. He or she may take dust samples to test for lead and makes sure the home has been properly cleaned up. If everything is fine, he or she gives the owner a Letter of Compliance or a Letter of Interim Control. After getting one of these letters, the owner must take reasonable care of the property, mainly by making sure there is no peeling lead paint.

## Can I do some of the deleading myself?

In Massachusetts, the owner or someone who works for the owner (an agent) can do certain deleading activities. These include covering surfaces with certain materials; removing certain building parts; capping baseboards; installing vinyl siding on the exterior, and applying encapsulants. Encapsulants are special liquid coatings made to be long-lasting barriers over lead paint. Before any of these deleading tasks are done, the owner must first have a lead inspection done and whoever is going to do the work must get special training. Contact CLPPP for information about this training. In addition, owners or their agents can perform structural repairs and lead dust cleaning for interim control. Before doing this work, owners and agents should get and read CLPPP's interim control booklet.

## Is there financial help for deleading?

There is a state income tax credit of up to \$1,500 per unit for full deleading. A credit of up to \$500 per unit is available for interim control work that also contributes to full deleading. There are also grants and no-interest, deferred loans, or low-interest loans available to eligible property owners. These funds are available through the U.S. Department of Housing and Urban Development, the Massachusetts Executive Office of Communities and Development, the Massachusetts Housing Finance Authority, local city and town community development planning departments, and banks.

## Does deleading improve the value of my property?

Many homeowners have found that the benefits of deleading are not unlike the benefits of other home improvement projects. Replacement windows and doors can save the homeowner money because they are more energy efficient. Having a legally deleaded home, whether it is a single-family or multifamily, owner-occupied or rental unit, can make it easier to sell or rent, often at a better price.

## What surfaces must be deleaded for full compliance with the Massachusetts Lead Law?

Owners of homes built before 1978 where children under six years of age live must have the following lead hazards corrected to get a Letter of Compliance:

- \* any peeling, chipping or flaking lead paint, plaster or putty;
- \* intact lead paint, other coating or putty on moveable parts of windows with sills five feet or less from the floor or ground and those surfaces that come in contact with moveable parts;
- \* intact lead paint or other coating on "accessible mouthable surfaces." These surfaces generally include woodwork, such as doors, door jambs, stairs and stair rails, and window casings.

#### What is interim control?

Interim control is a set of temporary measures that property owners can take to correct urgent lead hazards, especially peeling or chipping lead paint and lead dust. These steps protect residents from lead poisoning until the home is fully deleaded. Homes in good condition may need little or no work to get interim control status. Owners then have up to two years before they have to fully delead the home. For that period, they are protected from strict liability under the state Lead Law should a child become lead poisoned in the home, as long as the home is maintained and the conditions for interim control are met. In addition to the repair of peeling and chipping lead paint and the cleaning of lead dust, other work may be necessary for interim control. This includes fixing water leaks or other damage that makes lead paint peel and chip; making window wells smooth and easy to clean; making windows work properly and deleading any badly chipping and peeling lead-painted surfaces.

Property owners interested in interim control must hire a licensed risk assessor. He or she will then decide what work, if any, needs to be done to get a Letter of Interim Control. The original Letter of Interim Control is good for one year. The property owner can have the home reinspected before the end of that year, and if all conditions are met, the home can be recertified for another year. By the end of the second year, the home must be deleaded, if a child under six still lives there, for the owner to remain free of strict liability.

## Does my family have to be out of the house during deleading or interim control work?

Residents must be out of the house for the entire time that a deleader is doing deleading work inside a home, and for some of the deleading work by owners and their agents. Residents may stay at home, but out of the work area, while a deleader, property owner or owner's agent without a deleader's license does certain other deleading tasks, or such interim control work as structural repairs or lead dust cleaning. Residents who have been out of the house may not return until the deleading work that made it necessary for them to leave is complete, the home is cleaned up, and a lead inspector or risk assessor has checked and found this work has been properly done and dust samples have passed. For complete details, contact CLPPP.

## Are there any exemptions to the Massachusetts Lead Law?

The Lead Law applies only to homes built before 1978 in which a child under six lives. Any home or apartment having fewer than 250 square feet of living space, or which is in a rooming house, is exempt, as long as no child under age six is living there. Finally, homes rented for 31 days or less for vacation or recreational purposes are also exempt, as long as there is no chipping or peeling lead paint in the home and the renter has received the Short-Term Vacation Rental Notification.

## What are the requirements of the state Lead Law if there is a lease with an option to buy?

When there is a lease with an option to buy a home built before 1978 in effect, the owner of the property must have it deleaded or brought under interim control if a child under six lives there. If the tenant with an option to buy such a home proceeds to purchase it, he or she becomes responsible for meeting the requirements of the Lead Law if a child under six lives there after the purchase.

## How can I find out about how lead inspections, risk assessments and deleading should be done?

All lead inspections, risk assessments and deleading must be done according to the Regulations for Lead Poisoning Prevention and Control, 105 Code of Massachusetts Regulations 460.000 and the Deleading Regulations, 454 CMR 22.00. For full information, homeowners may get these regulations at the State House Book Store, State House, Boston, MA 02133. The phone number is (617) 727-2834.

Lead inspectors and risk assessors licensed by the Department of Public Health have been trained and are experienced in using the state-approved methods for testing for lead paint. These methods are the following: use of a solution of sodium sulfide, a portable x-ray fluorescence machine or lab tests of paint samples removed from the home. Deleaders licensed by the Department of Labor and Workforce Development have been trained to use safe methods to prepare for and do deleading work, and clean up afterwards. They may delead using any of the following methods: removing paint, removing building parts, covering and encapsulating. When removing paint, they cannot use certain very dangerous methods, such as open flame burning, dry abrasive blasting or power sanding without a special vacuum attachment.

## How do I get a lead inspection or risk assessment?

Included as part of this notification package is a listing of private licensed lead inspectors organized alphabetically, and private licensed risk assessors, similarly organized. Ask to see the inspector or risk assessor's license, to make sure it is current. You should arrange for the inspection or risk assessment as quickly as possible after deciding you want one. If you do have an inspection or risk assessment, you must give the seller a copy of the report.

## What is the best time to delead or undertake interim control?

The best time to delead a home or bring it under interim control is when the home is vacant, so that residents will not be exposed to lead and household furnishings will not be contaminated with lead. In addition, it often is efficient, and reduces costs, to combine deleading with other repair work being done to a vacant home.

## What is a Letter of Compliance and a Letter of Interim Control?

Under the state Lead Law, a Letter of Compliance is a legal letter that says either that there are no lead paint hazards or that the home has been deleaded. The letter is signed and dated by a licensed lead inspector. A Letter of Interim Control is a legal letter that says work necessary to make a home temporarily safe from lead hazards has been done. It is signed and dated by a licensed risk assessor. A Letter of Interim Control is good for one year, but can be renewed for one more year. The owner must fully delead the home and get a Letter of Compliance by the end of the second year if a child under six still lives there. The Lead Law does not require the removal of all lead paint from a home. An owner who gets a Letter of Compliance or Letter of Interim Control must take reasonable care to keep up the home, mainly by making sure there is no chipping or peeling lead paint. If an owner fails to take reasonable steps to maintain the home, he or she may become liable for damages to a child lead poisoned as a result of the owner's breach of that duty of reasonable care.

#### RENTAL PROPERTY INFORMATION

## What liability do rental property owners have if they don't comply with the state Lead Law?

If a property owner of a home built before 1978 in which a child under six lives fails to delead or bring the home under interim control, and a child is lead poisoned as a result, the property owner is strictly liable for all damages. An owner is not strictly liable for lead poisoning if a Letter of Compliance or Letter of Interim Control is in effect. Strict liability means owners may be liable even if they did not know lead paint was in the home. Since harm to the kidneys and blood cells, delays in growth, learning disabilities and emotional and behavioral disturbances resulting from lead poisoning can have life-long effects, monetary damages awarded against an owner responsible for a child's lead poisoning can be substantial. Failing to delead or bring under interim control a home to which the Lead Law applies is also an emergency public health matter, and can carry criminal penalties. An owner who is notified by a public agency of Lead Law violation in a property he or she owns, and who willfully fails to correct the dangerous conditions, is also subject to punitive damages, which are three times the actual damages found. These provisions are in addition to any other legal rights the lead-poisoned child may have.

## Can I avoid state Lead Law requirements by not renting to a family with children under six?

The Massachusetts Lead Law makes it illegal to refuse to rent to families with children under six, or evicting or refusing to renew the lease of families with children under six, because of lead paint. Discrimination against families with young children is also a violation of the U.S. Fair Housing Act and the Massachusetts anti-discrimination statute. Parents cannot waive the rights of their children to live in

lead-safe housing or agree to assume to risks of lead exposure. Owners who violate these laws face heavy penalties. The Massachusetts Commission Against Discrimination investigates and prosecutes cases of discrimination against families with children because of lead paint.

It is also illegal for lenders to deny financing because a home has lead paint, or because financing could trigger future duties under the Lead Law. This does not restrict the right of a lender to process or deny a mortgage application in accordance with accepted underwriting practices and criteria.

## If I am considering buying a pre-1978 house to rent out, and a child under six lives in one of the apartments, should I have at least that unit and common areas inspected for lead now?

Yes. If there are children under six living in such an apartment and the apartment does not have a Letter of Compliance or Letter of Interim Control, buyers should find out whether or not the apartment has lead hazards and will have to be brought into compliance with the state Lead Law. This information will be important in deciding whether to buy the property and at what price. As noted above, new owners have 90 days from the date of taking title to have such an apartment deleaded or brought under interim control. Therefore, they should arrange deleading or interim control work to begin as soon as possible after taking title, to be sure the work is done within 90 days.

## Can a landlord delay a tenancy to bring a home into compliance with the state Lead Law?

A landlord who will be deleading a home or bringing it under interim control may delay the start of the tenancy up to 30 days. This can be done as long as a lease between the landlord and the new tenant does not exist. During this delay period, the new tenants are responsible for their living expenses. If there is a signed lease, however, the landlord is responsible for temporary housing during relocation necessary for deleading work.

## Must a landlord arrange temporary housing for a tenant while a rental home is being deleaded?

Under the state Lead Law, tenants have to be relocated for the time that certain deleading work is taking place inside the home. They may not return until that work is done, the home is cleaned up, and a licensed lead inspector or risk assessor checks and finds it is fine for residents to move back in.

The landlord and tenant are responsible for working out an acceptable plan for alternative housing if it is necessary. The landlord may move the tenant to another place to live, which may be another house, apartment, motel or hotel. The landlord is responsible for paying the tenant's reasonable moving costs and any temporary housing costs over and above the rent of the home being deleaded. During the time the home is being deleaded, the tenant remains responsible for paying the normal rent they would pay for this period as their share of the cost of temporary housing. The Lead Law states the temporary housing must not cause undue economic or personal hardship to the tenant.

## What is tenant notification?

The goal of the federal and state requirements for tenant notification is to help reduce lead poisoning by giving all tenants of homes built before 1978 information about lead in their home. The program also educates tenants and landlords about the dangers of lead poisoning, its prevention, and the Massachusetts Lead Law. Tenant notification applies to all tenants, whether or not they have a child under six living with them.

Before renting a home, landlords, managing agents or any real estate agent involved in the rental must give new tenants copies of any existing lead forms for the home. These include lead inspection reports, risk assessment reports, a Letter of Compliance (no matter how old) or a Letter of Interim Control. If the landlord or agent does not have any or all of these forms for the home, he or she simply

does not give them. In addition, the landlord or agent must give new tenants the Tenant Lead Law Notification. This form addresses lead poisoning, specific prevention tips for parents, the requirements of the Lead Law and an explanation of the lead forms. Attached to the Tenant Lead Law Notification is the Tenant Certification form. This is to be filled out and signed by both the tenant and the landlord or agent. Each party gets a copy to keep. **These forms have been approved to satisfy both state and federal lead notification requirements.** Landlords or agents may choose to include the Tenant Lead Law Notification/Tenant Certification form in a written lease, instead of using a separate form.

Landlords and agents who fail to carry out their tenant notification obligations are liable for all damages caused by their failure to do so, and are subject to a fine of up to \$1,000.

#### **INSURANCE INFORMATION**

How can an owner of rental housing in Massachusetts built before 1978 get insurance to cover potential lead liability?

The answer depends on the number of units that the property owner wishes to insure, and whether the property owner lives in the building for which insurance is sought. An owner-occupant who insures four or fewer units may be covered by homeowners insurance. Generally, the property owner who is not an owner-occupant will need to get commercial liability insurance, as will an owner-occupant who wishes to insure more than four units.

Homeowners insurance may be available from several different sources: the regular, "admitted" market, the FAIR Plan or the "surplus lines" market. The regular, "admitted" market is the usual market for insurance. The FAIR Plan offers homeowners insurance to property owners unable to find coverage in the regular market. The "surplus lines" market is a less regulated, and generally more expensive market. It provides insurance to those who cannot find coverage elsewhere.

Under state Division of Insurance regulations, if an insurer in the regular market decides to write homeowners insurance on rental housing for which a Letter of Compliance or Letter of Interim Control is in effect, the insurer must provide coverage of lead paint liability arising from those premises. Neither the state Lead Law nor the insurance regulations require a regular market insurer to write liability insurance, including homeowners insurance, on a particular property. If a Letter of Compliance or Letter of Interim Control is in effect for only part of a property, the coverage for lead liability will extend to only that part of the property. Such insurance will also apply to any common areas covered by the Letter of Compliance or Letter of Interim Control. It will not, however, extend to injuries resulting from gross or willful negligence. The FAIR Plan's coverage of lead liability is subject to the same regulations that apply to the regular market.

An insurer in the regular market, or the FAIR Plan, may ask the property owner to prove that there is a Letter of Compliance or a Letter of Interim Control for the home sought to be insured. Once the proof is provided, coverage for lead liability will apply as of the date of the Letter. If the Fair Plan determines that a given property is eligible for insurance, or if a regular market insurer elects to insure certain premises, either may exclude lead liability coverage on any part of the property it ensures to which no Letter of Compliance or Letter of Interim Control applies. If either the Fair Plan or a regular market insurer uses such an exclusion, it must offer the owner of the premises the chance to buy back the excluded coverage. There is an additional charge for the lead liability "buyback" coverage. The amount of this charge is regulated by the Division of Insurance.

In the surplus lines market, there is no requirement to cover lead liability arising from premises to which a Letter of Compliance or Letter of Interim Control applies. Surplus lines insurers generally

exclude coverage of lead liability, do not offer the buyback coverage, and charge higher prices than the regular market.

Since the FAIR Plan does not provide commercial liability insurance, property owners who need to get such coverage (as opposed to homeowners insurance) must get it from either the regular market or the surplus lines market. Commercial liability insurance from the surplus lines market, like homeowners insurance from that market, usually will exclude coverage of lead liability, will not include the buyback option, and will cost more than regular market coverage.

While a regular market insurer can decline to write commercial liability insurance on a given property, once such an insurer decides to write such coverage, it must then insure lead liability arising from any part of the property covered by a Letter of Compliance or Letter of Interim Control. If such an insurer chooses to insure a property, it may exclude coverage of lead liability on any part of the premises for which no Letter of Compliance or Letter of Interim Control is in effect. If such insurer applies such an exclusion, it must offer the property owner the opportunity to buy back the excluded coverage. The lead liability insurance regulations described above as applicable to regular market homeowners insurance also apply to commercial liability insurance from the regular market.

Owners of rental housing should try to get coverage for lead liability, whether they have met the requirements of the Lead Law or not, by seeking regular market coverage through insurance agents, or by contacting direct writing companies that are listed in the telephone directory, before resorting either to the FAIR Plan or the surplus lines market.

## If I own and occupy a single-family house, does my homeowners insurance cover lead liability?

Under the state lead liability insurance regulations, coverage of lead liability cannot be excluded from regular market and FAIR Plan homeowners insurance policies on single-family owner-occupied homes. Instead, lead liability coverage is included in such policies. However, a family member covered by a homeowners policy cannot make a lead liability claim against another family member covered by the same policy. The requirements of the lead liability insurance regulations do not apply to homeowners coverage from the surplus lines market.

## How are new owners affected by the lead liability insurance regulations?

If a buyer of rental housing built before 1978 meets the state Lead Law's requirements and gets a Letter of Compliance or Letter of Interim Control within 90 days after becoming the owner, then, under certain conditions, they will be able to get coverage for lead liability for the period they owned the property before they deleaded or brought it under interim control. This will happen if a regular market insurer chooses to provide liability coverage on the property. Such an insurer is required to provide lead liability coverage to a new owner who obtains a Letter of Compliance or Letter of Interim Control within 90 days after becoming the owner of the property. Such coverage will go back to the time that the new owner took title to the property, unless the liability insurance went into effect some time after the taking of title. In the latter case, the coverage of lead liability will extend back to the time that the liability insurance held by the new owner first went into effect on the premises. The rule for new owner lead liability insurance coverage for the FAIR Plan is the same as for the regular market. These special rules for lead liability insurance for new owners do not apply to insurance from the surplus lines market.

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That's up to you. At this point, you should be well informed about lead poisoning, the effects of lead hazards in the home, and your responsibilities under the Massachusetts Lead Law. In the past, the Department of Public Health has had to devote its childhood lead poisoning resources to provide services to the thousands of Massachusetts children who were poisoned, as well as to providing services to children whose blood lead levels are elevated, to prevent them from becoming lead poisoned. Between the Department's work and the preventive deleading carried out by property owners, we have been successful at reducing the number of lead poisonings among young children in Massachusetts. All of us at the Department are hopeful that we will continue that partnership, in which the correction of lead hazards in the homes of young children before those children are lead poisoned is so important.

## Where can I get more information on lead poisoning?

Massachusetts Department of Public Health Childhood Lead Poisoning Prevention Program (CLPPP) (For more copies of this form, and full range of information on owners' and tenants' rights and responsibilities under the state Lead Law, financial help owners, safe renovation work, and soil testing) 1-800-532-9571 www.state.ma.us/dph/clppp

Massachusetts Department of Labor and Workforce Development (List of licensed deleaders) 617-727-7047, 1-800-425-0004 www.state.ma.us/dos

Massachusetts Housing Finance Agency (Get the Lead Out loan program information) 617-854-1000 www.masshousing.org U.S. Environmental Protection Agency Region 1 (New England) (Information about federal laws on lead) http://www.epa.gov/region1/eco/ ne\_lead/organizations.html for 617-918-1524

National Lead Information Center (General lead poisoning information) 1-800-424-LEAD http://www.nsc.org/ehc/lead.htm

U.S. Consumer Product Safety Commission (Information about lead in consumer products) 1-800-638-2772 www.cpsc.gov

#### PROPERTY TRANSFER NOTIFICATION CERTIFICATION

This form is to be signed by the prospective purchaser before signing a purchase and sale agreement or a memorandum of agreement, or by the lessee-prospective purchaser before signing a lease with an option to purchase for residential property built before 1978, for compliance with federal and Massachusetts lead-based paint disclosure requirements.

## Required Federal Lead Warning Statement:

Every purchaser of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

| Schol & Disclosure  |
|---|
| (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):     |
| (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain) |

Seller's Disclosura

| (ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.  |
|---|
| (b) Records and reports available to the seller (check (i) or (ii) below):  |
| (i)Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (circle documents below). |
| Lead Inspection Report; Risk Assessment Report; Letter of Interim Control; Letter of Compliance   |
| (ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.  |
| Purchaser's or Lessee Purchaser's Acknowledgment (initial)  |
| (c) Purchaser or lessee purchaser has received copies of all documents circled above.   |
| (d) Purchaser or lessee purchaser has received no documents.  |
| (e) Purchaser or lessee purchaser has received the Property Transfer Lead Paint Notification.   |
| (f) Purchaser or lessee purchaser has (check (i) or (ii) below):  |
| (i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment   |
| or inspection for the presence of lead-based paint and/or lead-based paint hazards; or  |
| (ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-  |
| based paint and/or lead-based paint hazards.  |
| Agent's Acknowledgment (initial)  |
| (g) Agent has informed the seller of the seller's obligations under federal and state law for lead-   |
| based paint disclosure and notification, and is aware of his/her responsibility to ensure compliance.   |
| (h) Agent has verbally informed purchaser or lessee-purchaser of the possible presence of dangerous levels of   |
| lead in paint, plaster, putty or other structural materials and his or her obligation to bring a property into compliance   |
| with the Massachusetts Lead Law either through full deleading or interim control if it was built before 1978 and a  |

## Certification of Accuracy

child under six years old resides or will reside in the property.

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

| Seller                                   | Date | Seller    | Date |
|--|------|-----------|------|
| Purchaser                                | Date | Purchaser | Date |
| Agent CLPPP Form 94-3, 6/30/94, Rev 9/02 | Date | Agent     | Date |

SPRINGFIELD MA

#### TOWN OF SOUTHBRIDGE

#### MUNICIPAL LIEN CERTIFICATE Certificate Number 5089

Id: 278 065-053--00001 Location: 14 COUNTRY CLUB PLACE Requestor: Assessed Owner: SHĀTZ, SCHWARTZ AND FENTON VINCENT ROGER 1441 MAIN STREET C/O JOSEPH R VINCENT

> Current Status: 01103-

Acres: .39 Land Valuation: Building Valuation: 152,100 Exemptions:

Taxable Valuation: 186500.00

Book: 20249 Page: 27

Interest Date: 09/08/2011

| Year         | Type   | Due Date                 | Billed                           | Principal Due            | Int/Fees             | Tot Now Due              |
|--------------|--|--------------------------|----------------------------------|--------------------------|----------------------|--------------------------|
|              | REAL ESTAT<br>REAL PRELI<br>Total 2010       |                          | 1,476.64<br>1,631.16<br>3,107.80 | 0.00<br>0.00<br>0.00     | 0.00<br>0.00<br>0.00 | 0.00<br>0.00<br>0.00     |
|              | REAL ESTAT<br>REAL PRELI<br>Total 2011       |                          | 1,603.86<br>1,592.75<br>3,196.61 | 0.00<br>0.00<br>0.00     | 0.00<br>0.00<br>0.00 | 0.00<br>0.00<br>0.00     |
| 2012<br>2012 | REAL PRELI 01<br>REAL PRELI 02<br>Total 2012 | 08/01/2011<br>11/01/2011 | 819.13<br>819.13<br>1,638.26     | 0.00<br>819.13<br>819.13 | 0.00<br>0.00<br>0.00 | 0.00<br>819.13<br>819.13 |
|              | Grand Totals                                 |                          | 7,942.67                         | 819.13                   | 0.00                 | 819.13                   |

Water/Sewer Acct: 51-0001396-0

Water Due 132.49

Sewer Due 120.56

PLEASE CALL 508-764-3207 FOR FINAL WATER METER READING

SUPPLEMENTAL TAX MAY APPLY. PLEASE CALL ASSESSOR'S OFFICE AT 508-764-5404 FOR MORE INFORMATION.

IF CHECKED, WATER & SEWER PAST DUE. SHUT OFF FEES MAY APPLY. IF CHECKED, TAX TITLE IN PROCESS. ADDITIONAL FEES MAY APPLY.

IF CHECKED, CALL 508-764-5410.

MELINDA R. ERNST-FOURNIER TREASURER / COLLECTOR

### MUNICIPAL LIEN CERTIFICATE Certificate Number 5088

Id: 278

022-203--00001

Location: 34 NEWMAN AVENUE

Requestor:

SHATZ, SCHWARTZ AND FENTON

1441 MAIN STREET

SPRINGFIELD MA

Assessed Owner: VINCENT JOSEPH R

01103-

Current Status:

Acres: .70 Land Valuation: 79,900 Building Valuation: 131,700

Exemptions:

Taxable Valuation: 211600.00

Book: 17319 Page: 269

Interest Date: 09/08/2011

| Year Type  | Due Date                       | Billed                           | Principal Due            | Int/Fees             | Tot Now Due              |
|--|--------------------------------|----------------------------------|--------------------------|----------------------|--------------------------|
| 2010 REAL ESTAT<br>2010 REAL PRELI<br>Total 2010     |                                | 1,757.65<br>1,450.21<br>3,207.86 | 0.00<br>0.00<br>0.00     | 0.00<br>0.00<br>0.00 | 0.00<br>0.00<br>0.00     |
| 2011 REAL ESTAT<br>2011 REAL PRELI<br>Total 2011     |                                | 1,982.79<br>1,644.03<br>3,626.82 | 0.00<br>0.00<br>0.00     | 0.00<br>0.00<br>0.00 | 0.00<br>0.00<br>0.00     |
| 2012 REAL PRELI 0<br>2012 REAL PRELI 0<br>Total 2012 | 01 08/01/2011<br>02 11/01/2011 | 929.38<br>929.37<br>1,858.75     | 0.00<br>929.37<br>929.37 | 0.00<br>0.00<br>0.00 | 0.00<br>929.37<br>929.37 |
| Grand Totals   |                                | 8,693.43                         | 929.37                   | 0.00                 | 929.37                   |

Water/Sewer Acct: 51-0054791-0

Water Due 111.65 Sewer Due 99.90

PLEASE CALL 508-764-3207 FOR FINAL WATER METER READING

SUPPLEMENTAL TAX MAY APPLY. PLEASE CALL ASSESSOR'S OFFICE AT 508-764-5404 FOR MORE INFORMATION.

| hadrada da | IF | CHECKED, | WATE | ER & | SE  | WER  | PAST   | DUI | E. SHUT | OFF | FEES | MA3 | APPL: | Y. |
|------------|----|----------|------|------|-----|------|--------|-----|---------|-----|------|-----|-------|----|
|            | IF | CHECKED, | TAX  | TITI | Œ I | IN I | PROCES | S.  | ADDITIO | NAL | FEES | MAY | APPLY |    |

IF CHECKED, CALL 508-764-5410.

MELINDA R. ERNST-FOURNIER TREASURER / COLLECTOR

#### MUNICIPAL LIEN CERTIFICATE Certificate Number 5080

Id: 278 022-192--00001 Location: 45 GUELPHWOOD ROAD Requestor: Assessed Owner: SHATZ, SCHWARTZ AND FENTON VINCENT JOSEPH R 1441 MAIN STREET SPRINGFIELD MA Current Status: 01103-Acres: .32 27,700 Land Valuation: Building Valuation: 94,600 Exemptions: Taxable Valuation: 122300.00 Book: 17319 Page: 269 Interest Date: 09/08/2011 Year Type Due Date Billed Principal Due Int/Fees Tot Now Due 2010 REAL ESTAT 1,117.52 0.00 0.00 0.00 2010 REAL PRELI 0.00 0.00 0.00 935.14 Total 2010 2,052.66 0.00 0.00 0.00 2011 REAL ESTAT 0.00 1,044.23 0.00 0.00 2011 REAL PRELI 0.00 0.00 1,051.99 0.00 Total 2011 2,096.22 0.00 0.00 0.00 2012 REAL PRELI 01 08/01/2011 537.16 0.00 0.00 0.00 2012 REAL PRELI 02 11/01/2011 0.00 537.15 537.15 537.15 Total 2012 1,074.31 537.15 0.00 537.15 Grand Totals 5,223.19 0.00 537.15 537.15 Water/Sewer Acct: Water Due Sewer Due 51-0005519-2 110.23 122.07 PLEASE CALL 508-764-3207 FOR FINAL WATER METER READING SUPPLEMENTAL TAX MAY APPLY. PLEASE CALL ASSESSOR'S OFFICE AT 508-764-5404 FOR MORE INFORMATION.

TF CHECKED, CALL 508-764-5410.

MELINDA R. ERNST-FOURNIER
TREASURER / COLLECTOR

SHUT OFF FEES MAY APPLY.

IF CHECKED, TAX TITLE IN PROCESS. ADDITIONAL FEES MAY APPLY.

IF CHECKED, WATER & SEWER PAST DUE.

#### MUNICIPAL LIEN CERTIFICATE Certificate Number 5081

Id: 278 022-193--00001 Location: 51 GUELPHWOOD ROAD

Requestor: SHATZ,SCHWARTZ AND FENTON

Assessed Owner: VINCENT JOSEPH R

1441 MAIN STREET SPRINGFIELD MA

01103-

Current Status:

Acres: .41
Land Valuation: 54,300
Building Valuation: 124,900

Exemptions:

Taxable Valuation: 179200.00

Book: 17319 Page: 269

Interest Date: 09/08/2011

| Year Ty | V.be                                   | Due Date                 | Billed                           | Principal Due            | Int/Fees             | Tot Now Due              |
|---------|--|--------------------------|----------------------------------|--------------------------|----------------------|--------------------------|
| 2010 RI | EAL ESTAT<br>EAL PRELI<br>otal 2010    |                          | 1,666.69<br>1,248.58<br>2,915.27 | 0.00<br>0.00<br>0.00     | 0.00<br>0.00<br>0.00 | 0.00<br>0.00<br>0.00     |
| 2011 RE | EAL ESTAT<br>EAL PRELI<br>Stal 2011    |                          | 1,577.41<br>1,494.08<br>3,071.49 | 0.00<br>0.00<br>0.00     | 0.00<br>0.00<br>0.00 | 0.00<br>0.00<br>0.00     |
| 2012 RE | AL PRELI 01<br>AL PRELI 02<br>tal 2012 | 08/01/2011<br>11/01/2011 | 787.07<br>787.07<br>1,574.14     | 0.00<br>787.07<br>787.07 | 0.00<br>0.00<br>0.00 | 0.00<br>787.07<br>787.07 |
| Gr      | and Totals                             |                          | 7,560.90                         | 787.07                   | 0.00                 | 787.07                   |

Water/Sewer Acct: 51-0005521-1

Water Due 115.12

Sewer Due 103.34

PLEASE CALL 508-764-3207 FOR FINAL WATER METER READING SUPPLEMENTAL TAX MAY APPLY. PLEASE CALL ASSESSOR'S OFFICE AT 508-764-5404 FOR MORE INFORMATION.

| <br>T.F. | CHECKED, | WATER & SEWER PAST DUE. SHUT OFF FEES MAY APPLY. |  |
|----------|----------|--|--|
| <br>IF   | CHECKED, | TAX TITLE IN PROCESS. ADDITIONAL FEES MAY APPLY. |  |
| <br>IF   | CHECKED, | CALL 508-764-5410 Melinda R-Einst Durner         |  |

MELINDA R. ERNST-FOURNIER TREASURER / COLLECTOR

## MUNICIPAL LIEN CERTIFICATE Certificate Number 5082

Id: 278 022-194--00001 Location: 55 GUELPHWOOD ROAD

Requestor: SHATZ, SCHWARTZ AND FENTON

1441 MAIN STREET SPRINGFIELD MA Assessed Owner: VINCENT JOSEPH R

01103-

Current Status:

Acres: .41
Land Valuation: 29,200
Building Valuation: 116,100

Exemptions:

Taxable Valuation: 145300.00

Book: 17319 Page: 269

Interest Date: 09/08/2011

| Year | Type   | Due Date | Billed                           | Principal Due            | Int/Fees             | Tot Now Due              |
|------|--|----------|----------------------------------|--------------------------|----------------------|--------------------------|
| 2010 | REAL ESTAT<br>REAL PRELI<br>Total 2010       |          | 1,025.19<br>1,326.13<br>2,351.32 | 0.00<br>0.00<br>0.00     | 0.00<br>0.00<br>0.00 | 0.00<br>0.00<br>0.00     |
| 2011 | REAL ESTAT<br>REAL PRELI<br>Total 2011       |          | 1,285.39<br>1,205.05<br>2,490.44 | 0.00<br>0.00<br>0.00     | 0.00<br>0.00<br>0.00 | 0.00<br>0.00<br>0.00     |
| 2012 | REAL PRELI 01<br>REAL PRELI 02<br>Total 2012 |          | 638.18<br>638.17<br>1,276.35     | 0.00<br>638.17<br>638.17 | 0.00<br>0.00<br>0.00 | 0.00<br>638.17<br>638.17 |
|      | Grand Totals                                 |          | 6,118.11                         | 638.17                   | 0.00                 | 638.17                   |

Water/Sewer Acct: 51-0005522-0

Water Due 122.07

Sewer Due 110.23

PLEASE CALL 508-764-3207 FOR FINAL WATER METER READING SUPPLEMENTAL TAX MAY APPLY. PLEASE CALL ASSESSOR'S OFFICE AT 508-764-5404 FOR MORE INFORMATION.

IF CHECKED, CALL 508-764-5410

| IF     | CHECKED, | WATI | ER & | SE | EWER | PAST   | DUI | E. SHUT | OFF | FEES | MAY | APPLY  |
|--------|----------|------|------|----|------|--------|-----|---------|-----|------|-----|--------|
| <br>IF | CHECKED, | TAX  | TIT. | LE | IN   | PROCES | SS. | ADDITIO | NAL | FEES | MAY | APPLY. |

MELINDA R. ERNST-FOURNIER

TREASURER / COLLECTOR

### MUNICIPAL LIEN CERTIFICATE Certificate Number

Id: 278 022-196--00001 Location: 61 GUELPHWOOD ROAD Requestor: Assessed Owner:

SHATZ, SCHWARTZ AND FENTON 1441 MAIN STREET SPRINGFIELD MA

VINCENT JOSEPH R

Current Status: 01103-

Acres: 1.50 Land Valuation: 41,000 Building Valuation: 113,800

Exemptions:

Taxable Valuation: 154800.00 Book: 17319 Page: 269

Interest Date: 09/08/2011

| Year Type   | Due Date            | Billed   | Principal Due | Int/Fees | Tot Now Due |
|-------------|---------------------|----------|---------------|----------|-------------|
| 2010 REAL 1 | PRELI               | 1,191.87 | 0.00          | 0.00     | 0.00        |
| 2010 REAL 1 |                     | 1,312.56 | 0.00          | 0.00     | 0.00        |
| Total       |                     | 2,504.43 | 0.00          | 0.00     | 0.00        |
| 2011 REAL I | PRELI               | 1,369.75 | 0.00          | 0.00     | 0.00        |
| 2011 REAL I |                     | 1,283.52 | 0.00          | 0.00     | 0.00        |
| Total       |                     | 2,653.27 | 0.00          | 0.00     | 0.00        |
| 2012 REAL E | PRELI 01 08/01/2011 | 679.90   | 0.00          | 0.00     | 0.00        |
| 2012 REAL E | PRELI 02 11/01/2011 | 679.90   | 679.90        | 0.00     | 679.90      |
| Total       | 2012                | 1,359.80 | 679.90        | 0.00     | 679.90      |
| Grand       | Totals              | 6,517.50 | 679.90        | 0,00     | 679.90      |

Water/Sewer Acct: 51-0005523-0

Water Due 195.01 Sewer Due 182.53

PLEASE CALL 508-764-3207 FOR FINAL WATER METER READING

SUPPLEMENTAL TAX MAY APPLY. PLEASE CALL ASSESSOR'S OFFICE AT 508-764-5404 FOR MORE INFORMATION.

| ***                                     | IF | CHECKED, | WATE | ER & | S  | EWER | PAST   | DUI | ₃.  | SHU' | r off | FEES | MAY   | APPLY. |
|---|----|----------|------|------|----|------|--------|-----|-----|------|-------|------|-------|--------|
| , | IF | CHECKED, | TAX  | TIT  | LE | IN   | PROCES | SS. | ADI | )ITI | DNAL  | FEES | YAM   | APPLY. |
| ······································  | IF | CHECKED, | CALI | 50   | 8  | 764- | 5410.  | 10. |     | ,    | 00    | 1.   | ~ > 0 | •      |

Melinda R. ERNST-FOURNIER TREASURER / COLLECTOR

#### MUNICIPAL LIEN CERTIFICATE Certificate Number 5086

Id: 278 022-197--00001 Location: GEORGE STREET

Requestor: SHATZ, SCHWARTZ AND FENTON

1441 MAIN STREET SPRINGFIELD MA

Assessed Owner: VINCENT JOSEPH R

Current Status:

Acres: .11 7,400 Land Valuation:

Building Valuation:

Exemptions:

Taxable Valuation: 7400.00

Book: 17319 Page: 269

Interest Date: 09/08/2011

01103-

| Year Type  | Due Date                     | Billed                   | Principal Due          | Int/Fees             | Tot Now Due            |
|--|------------------------------|--------------------------|------------------------|----------------------|------------------------|
| 2010 REAL ESTAT<br>2010 REAL PRELI<br>Total 2010       |                              | 69.58<br>51.70<br>121.28 | 0.00<br>0.00<br>0.00   | 0.00<br>0.00<br>0.00 | 0.00<br>0.00<br>0.00   |
| 2011 REAL ESTAT<br>2011 REAL PRELI<br>Total 2011       |                              | 64.68<br>62.16<br>126.84 | 0.00<br>0.00<br>0.00   | 0.00<br>0.00<br>0.00 | 0.00<br>0.00<br>0.00   |
| 2012 REAL PRELI 0:<br>2012 REAL PRELI 0:<br>Total 2012 | 1 08/01/2011<br>2 11/01/2011 | 32.51<br>32.50<br>65.01  | 0.00<br>32.50<br>32.50 | 0.00<br>0.00<br>0.00 | 0.00<br>32.50<br>32.50 |
| Grand Totals   |                              | 313.13                   | 32.50                  | 0.00                 | 32.50                  |

| Water/ | Sewer | Acct: |
|--------|-------|-------|
|--------|-------|-------|

Water Due

Sewer Due

PLEASE CALL 508-764-3207 FOR FINAL WATER METER READING SUPPLEMENTAL TAX MAY APPLY. PLEASE CALL ASSESSOR'S OFFICE AT 508-764-5404 FOR MORE INFORMATION. \_\_\_\_\_ IF CHECKED, WATER & SEWER PAST DUE. SHUT OFF FEES MAY APPLY. \_\_\_\_\_ IF CHECKED, TAX TITLE IN PROCESS. ADDITIONAL FEES MAY APPLY. IF CHECKED, CALL 508-764-5410.

> MELINDA R. ERNST-FOURNIER TREASURER / COLLECTOR

#### MUNICIPAL LIEN CERTIFICATE Certificate Number 5087

Id: 278 022-198--00001 Location: GEORGE STREET

Requestor:

SHĀTZ, SCHWARTZ AND FENTON

1441 MAIN STREET SPRINGFIELD MA

Water/Sewer Acct:

Assessed Owner: VINCENT JOSEPH R

Current Status:

.48 Acres: 9,100

Land Valuation:
Building Valuation:
Exemptions:

Taxable Valuation: 9100.00

Book: 17319 Page: 269

Interest Date: 09/08/2011

01103-

| Year Type | Due Date            | Billed | Principal Due | Int/Fees | Tot Now Due |
|-----------|---------------------|--------|---------------|----------|-------------|
| 2010 REAL |                     | 86.10  | 0.00          | 0.00     | 0.00        |
| 2010 REAL |                     | 63.98  | 0.00          | 0.00     | 0.00        |
| Tota      |                     | 150.08 | 0.00          | 0.00     | 0.00        |
| 2011 REAL | ESTAT               | 79.05  | 0.00          | 0.00     | 0.00        |
|           | PRELI               | 76.92  | 0.00          | 0.00     | 0.00        |
|           | 1 2011              | 155.97 | 0.00          | 0.00     | 0.00        |
| 2012 REAL | PRELI 01 08/01/2011 | 39.97  | 0.00          | 0.00     | 0.00        |
|           | PRELI 02 11/01/2011 | 39.96  | 39.96         | 0.00     | 39.96       |
|           | L 2012              | 79.93  | 39.96         | 0.00     | 39.96       |
| Grand     | d Totals            | 385.98 | 39.96         | 0.00     | 39.96       |

| ter/Sewer          | Acct:                           |                                | Water Due   |            | Sewer Due      |
|--------------------|---------------------------------|--------------------------------|-------------|------------|----------------|
| PLEASE             | CALL 508-764-                   | 3207 FOR FINAL                 | WATER METE  | R READING  |                |
| SUPPLEM<br>508-764 | IENTAL TAX MAY<br>-5404 FOR MOR | APPLY. PLEAS<br>E INFORMATION. | E CALL ASSE | SSOR'S OFF | ICE AT         |
| -                  | IF CHECKED,                     | WATER & SEWER                  | PAST DUE.   | SHUT OFF F | EES MAY APPLY. |
| decide d           | IF CHECKED,                     | TAX TITLE IN P                 | ROCESS. ADD | ITIONAL FE | ES MAY APPLY.  |
|                    | IF CHECKED,                     |                                |             |            | st Durmer      |
|                    |                                 | MELI                           | NDA R. ERNS | T-FOURNIER | *              |

TREASURER / COLLECTOR