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## **BIDDER'S INFORMATIONAL PACKAGE 331-339 STATE STREET SPRINGFIELD, 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 MORTGAGEES' SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage ("Mortgage") given by Praise & Glory Church of God in Christ, Inc. ("Mortgagor") to California Baptist Foundation ("Original Mortgagee") dated June 22, 2007, and recorded with the Hampden County Registry of Deeds in Book 16761, Page 137, as affected by Affidavit recorded with said Registry at Book 17576, Page 499, of which Mortgage the undersigned California Baptist Foundation Charitable Church Fund and California Baptist Foundation Church Bond Fund are the present holders (the "Mortgage Holders") by assignment dated October 5, 2007 and recorded in said Registry at Book 17142, Page 560 and a corrective and confirmatory assignment dated January 9, 2009 recorded in said Registry at Book 17604, Page 361 (the "Assignment"), for breach of the conditions of said Mortgage and for the purpose of foreclosing the same, the premises described in said Mortgage all and singular will be sold at Public Auction AT 11:00 a.m. on October 14, 2011 at the mortgaged premises known as 331-339 State Street, Springfield, MA, to wit:

"Certain real estate situated in SPRINGFIELD, Hampden County, Massachusetts, and bounded and described as follows:

Beginning at a point on the southeasterly line of State Street distant northeasterly by said line of said street one hundred fifty-two and 80/100 (152.80) feet from a stone bound at the intersection of said southeasterly line of said State Street and the northeasterly line of Myrtle Street at land now or formerly of Lillian Levine et als, thence running Northeasterly by said State Street one hundred thirty-four (134) feet to an iron pin at land of the Monarch Life Insurance Company conveyed to it by the Springfield Five Cents Savings Bank by deed dated January 3, 1938 and recorded in Hampden County Registry of Deeds, Book 1651, Page 315, thence turning at an interior angle of  $96^{\circ} 5'$  and running Southeasterly by said last named land two hundred fifty-six and 80/100 (256.80) feet to an iron pin at land now or formerly of Wesson Memorial Hospital; thence turning at an interior angle of  $91^{\circ} 17'$  and running Southwesterly by said last named land one hundred twenty-two and 2/100 (122.02) feet to land of said Lillian Levine et als; and thence turning at an interior angle of  $91^{\circ} 4'$  and running Northwesterly by last named land two hundred seventy-three and 80/100 (273.80) feet to the point of beginning and making an interior angle of  $81^{\circ} 34'$  with the said line of State Street and being shown on a plan made by Ross and Leander, Surveyors, dated July 1937 and recorded in said Registry of Deeds in Book of Plans 16, Page 109. Together with the right to use for all purposes of a way a strip of land (10) ten feet wide adjacent to and along the northeasterly line of the above described land running from said State Street to land now or formerly of said Wesson Memorial Hospital, and being the southwesterly ten (10) feet of the land so conveyed as aforesaid to the Monarch Life Insurance Company.

Being the same premises conveyed to the Mortgagors herein by deed of Springfield Masonic Temple, Inc., to be recorded herewith in Hampden County Registry of Deeds."

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,

assessments, 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.

Said premises will also be sold subject to and with the benefit of the following, to the extent the same are in force and applicable: Rights of way and other rights described in two documents dated June 8, 1967 and recorded in said Registry in Book 3292, Page 595 and Book 3292, Page 598 and shown on a plan entitled "Plan of Land in Springfield, Massachusetts, showing Rights of Way to Wesson Memorial Hospital and Springfield Masonic Temple, Inc., Durke, White, Towne and Chapdelaine, Civil Engineers and Land Surveyors" dated March 23, 1967 and recorded in said Registry of Deeds in Book of Plans 110, Page 128.

**TERMS OF SALE.** The successful bidder will be required to make a deposit at the sale as follows: an initial deposit shall be paid at the time and place of the foreclosure sale in the amount of \$50,000. Within five (5) business days after the sale an additional deposit shall be paid by the successful bidder sufficient to bring the aggregate deposit up to an amount equal to ten (10%) per cent of the auction price. 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. The successful bidder will be required to pay the balance of the purchase price plus a five (5%) per cent commission payment to the auctioneer in addition to the bid price, within thirty (30) days from the date of sale. **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 Mortgagees' Sale and/or the terms of the Memorandum of Sale executed at the public auction, the Mortgage Holders reserve all of their rights against such successful bidder and in addition, Mortgage Holders may, at their 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 Mortgage Holders in their 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 Mortgage Holders reserve the right to sell any parcel or any portion thereof separately, or in any order that Mortgage Holders 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.

California Baptist Foundation Charitable Church Fund and  
California Baptist Foundation Church Bond Fund  
Mortgage Holders  
By Shatz, Schwartz and Fentin, P.C.  
Their attorneys  
Gary S. Fentin, Esquire  
1441 Main Street  
Springfield, MA 01103  
(413) 737-1131

## MEMORANDUM OF SALE

This Memorandum of Sale is made this January 26, 2012, by and among California Baptist Foundation, as Fund Manager of the California Baptist Foundation Charitable Church Fund and as Fund Manager of the California Baptist Foundation Church Bond Fund, each formed pursuant to Agreements dated January 2, 2004 establishing the respective funds (referred to collectively, in the singular, as the "Mortgage Holder"), Aaron Posnik & Co., Inc. (the "Auctioneer") and \_\_\_\_\_ of \_\_\_\_\_ (the "Buyer").

1. **MORTGAGE HOLDER'S SALE AT PUBLIC AUCTION.** Pursuant to a public auction (the "Auction") conducted on January 26, 2012 by the Auctioneer on behalf of the Mortgage Holder as holder of a Mortgage, Assignment of Rents and Security Agreement (the "Mortgage") from Praise & Glory Church of God in Christ, Inc. ("Mortgagor") to California Baptist Foundation ("Original Mortgagee") dated June 22, 2007, and recorded with the Hampden County Registry of Deeds in Book 16761, Page 137, as affected by Affidavit recorded with said Registry at Book 17576, Page 499, of which Mortgage the Mortgage Holder is the present holder by assignment dated October 5, 2007 and recorded in said Registry at Book 17142, Page 560, as affected by corrective assignment recorded in said Registry at Book 17604, Page 361, and pursuant to the power of sale and security interest contained in the Mortgage, the Buyer, as the highest bidder, agrees to purchase the property described below (the "Property") in accordance with the terms hereof.

2. **DESCRIPTION OF THE PROPERTY.** The Property shall mean the following:

a. The Property includes (i) a certain parcel of land with the buildings thereon situated at Hampden County, Massachusetts, as more particularly described in the Mortgagees' Notice of Sale ("Mortgagees' Notice") attached to the form of Deed and Affidavit attached as Exhibit A and (ii) certain personal property (the "Personal Property") described in Exhibit B, each incorporated herein by reference, together with the property and subject to the terms and conditions set forth in said Mortgagees' Notice (the "Property").

b. Inaccuracy of the description of the Property and known and unknown defects SHALL NOT BE REASON FOR FAILURE ON THE PART OF THE BUYER TO COMPLETE THE SALE. The Buyer will consider the Property as sufficiently described by the descriptions available at the time of the Auction. Verbal qualifications by the Mortgage Holder or Auctioneer or their respective agents SHALL NOT INVALIDATE nor become part of this sale as THE BUYER HAS EXAMINED THE PROPERTY TO HIS/HER SATISFACTION.

3. **TRANSFER OF THE PROPERTY.** The real property portion of the Property shall be conveyed by mortgagees' 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 A. The personal property portion of the Property shall be conveyed by a Bill of Sale, to be substantially in the form set forth as attached in Exhibit B.

4. **PRICE, DEPOSIT, COMMISSION.** The bid price for which the Property has been sold to the Buyer is \$ \_\_\_\_\_, of which \$50,000.00 has been paid this day in escrow to

Shatz, Schwartz and Fentin, P.C. ("Escrow Agent") in accordance with the terms of the Mortgagees' Notice. Within five (5) business days after the date of this Agreement, the Buyer shall pay to Escrow Agent an additional deposit sufficient to bring the aggregate deposit up to an amount equal to ten (10%) per cent of the auction price. The Mortgage Holder shall be entitled to any interest earned on the deposit and the amount to be paid by the Buyer shall not be adjusted to reflect any interest earned on the deposit. IN ADDITION THE BUYER SHALL PAY AT CLOSING A FIVE (5%) PER CENT COMMISSION PAYMENT TO THE AUCTIONEER IN ADDITION TO THE BID PRICE. 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 BROKER'S INCENTIVE.

5. BALANCE OF PRICE; CLOSING. The deed and associated papers shall be delivered and the balance of the consideration and commission paid by certified or bank treasurer's check at the office of Shatz, Schwartz and Fentin, P.C., 1441 Main Street, Springfield, Massachusetts at two o'clock (2:00) P.M. on or before February 27, 2012, time being of the essence, unless Mortgage Holder otherwise agrees (the "Closing").

6. TITLE. Buyer acknowledges that it has reviewed this Memorandum of Sale, the Mortgagees' Notice, the Municipal Lien Certificate, 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.

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 and Bill of Sale 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 Property shall be delivered in 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.

8. ACCEPTANCE OF DEED. The acceptance of a Deed and Bill of Sale 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.

9. 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.

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 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.

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.

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.

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.

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.

MORTGAGE HOLDER  
CALIFORNIA BAPTIST FOUNDATION, as Fund Manager of the California Baptist  
Foundation Charitable Church Fund

By: \_\_\_\_\_  
Gary S. Fentin its  
Attorney-in-fact

CALIFORNIA BAPTIST FOUNDATION, as Fund Manager of the California Baptist  
Foundation Church Bond Fund

By: \_\_\_\_\_  
Gary S. Fentin its  
Attorney-in-fact

BUYER

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

AUCTIONEER  
Aaron Posnik & Co., Inc.

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

Received from Buyer the sum of \$ \_\_\_\_\_ as a deposit on account of the above Memorandum,  
subject to the terms and conditions of sale hereinabove set forth.

SHATZ, SCHWARTZ AND FENTIN, P.C.  
attorney for the Mortgage Holder

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

Exhibit

- A Form of Deed and Affidavit and attached Mortgagees' Notice
- B Bill of Sale

Exhibit A

Foreclosure Deed

California Baptist Foundation, as Fund Manager of the California Baptist Foundation Charitable Church Fund and as Fund Manager of the California Baptist Foundation Church Bond Fund, each formed pursuant to Agreements dated January 2, 2004 establishing the respective funds, such Agreements attached to the Corrective and Confirmatory Assignment of Mortgage, Assignment of Rents and Security Agreement dated January 9, 2009 and recorded in the Hampden County Registry of Deeds at Book 17604, Page 361, (the "Mortgage Holders"), each having a usual place of business at 7084 North Maple Avenue, Fresno, CA 93720-0101, holders of a mortgage

from Praise & Glory Church of God in Christ, Inc.

to California Baptist Foundation

dated June 22, 2007,

and recorded with the Hampden County Registry of Deeds in Book 16761, Page 137, as affected by Affidavit recorded with said Registry at Book 17576, Page 499,

which was assigned to the above-described Mortgage Holders by assignment recorded in said Registry at Book 17142, Page 560, as affected by corrective assignment recorded in said Registry at Book 17604 , Page 361,

by power conferred by said mortgage and every other power, for \$ \_\_\_\_\_, paid, grants to \_\_\_\_\_

the premises conveyed by said mortgage.

Executed under seal this \_\_\_\_\_, 2012.

CALIFORNIA BAPTIST FOUNDATION, as Fund Manager of the California Baptist Foundation Charitable Church Fund

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

CALIFORNIA BAPTIST FOUNDATION, as Fund Manager of the California Baptist Foundation Church Bond Fund

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

STATE OF CALIFORNIA  
COUNTY OF FRESNO

On \_\_\_\_\_, 2012, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Exhibit A-1  
Affidavit of Sale

\_\_\_\_\_, the \_\_\_\_\_ of California Baptist Foundation, as Fund Manager of the California Baptist Foundation Charitable Church Fund and as Fund Manager of the California Baptist Foundation Church Bond Fund, each formed pursuant to Agreements dated January 2, 2004 establishing the respective funds, such Agreements attached to the Corrective and Confirmatory Assignment of Mortgage, Assignment of Rents and Security Agreement dated January 9, 2009 and recorded in the Hampden County Registry of Deeds at Book 17604 , Page 361, named in the foregoing deed, make oath and say that the principal and interest mentioned in the above-described mortgage were not paid or tendered or performed when due prior to the sale and that

I caused to be published on September 23, 2011, September 30, 2011 and October 7, 2011, in the Springfield Republican, a newspaper published or by its title page purporting to be published in Springfield, MA or having a general circulation in such city/town, a notice of which a true copy is attached hereto as Exhibit A-2 and made a part hereof (the "Mortgagees' Notice").

I also complied with Chapter 244, Section 14 of the Massachusetts General Laws, as amended, by mailing the required notices by registered mail, return receipt requested.

At 2:00 pm on October 14, 2011, the date and time specified in the Mortgagees' Notice, the sale was postponed by public announcement to 2:00 pm on November 3, 2011; at 2:00 pm on November 3, 2011 the sale was postponed by public announcement to 2:00 pm November 22, 2011; and at 2:00 pm on November 22, 2011 the sale was postponed by public announcement to January 26, 2012 at 2:00 p.m.

Pursuant to said Mortgagee's Notice, at the place therein appointed, on January 26, 2012 at 2:00 p.m., California Baptist Foundation, as Fund Manager of the California Baptist Foundation Charitable Church Fund and as Fund Manager of the California Baptist Foundation Church Bond Fund, sold the mortgaged premises and all personal property contained therein at public auction by Aaron Posnik & Co., Inc. of Springfield, MA, a licensed auctioneer, to \_\_\_\_\_ for \_\_\_\_\_ bid, being the highest bid made therefor at said auction.

Executed under seal this \_\_\_\_\_, 2012.

CALIFORNIA BAPTIST FOUNDATION, as Fund Manager of the California Baptist Foundation Charitable Church Fund

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

CALIFORNIA BAPTIST FOUNDATION, as Fund Manager of the California Baptist Foundation Church Bond Fund

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

STATE OF CALIFORNIA  
COUNTY OF FRESNO

On \_\_\_\_\_, 2012, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Exhibit A-2  
Attach Tear Sheets

Exhibit B

Form Bill of Sale

Pursuant to a Memorandum of Sale (the "Memorandum") dated January 26, 2012 by and among California Baptist Foundation, as Fund Manager of the California Baptist Foundation Charitable Church Fund and as Fund Manager of the California Baptist Foundation Church Bond Fund, each formed pursuant to Agreements dated January 2, 2004 (referred to collectively, in the singular, as the "Mortgage Holder"), Aaron Posnik & Co., Inc. of 83 State Street, Springfield, MA (the "Auctioneer"), Shatz, Schwartz and Fentin, P.C. as escrow agent and \_\_\_\_\_ as buyer ("Buyer"), and subject to the terms and provisions therein and for consideration as described in said Memorandum paid by the Buyer to the Mortgage Holder, the receipt whereof is hereby acknowledged, the Mortgage Holder does hereby grant, sell, transfer, and deliver unto the said Buyer the items described below of repossessed personal property ("Personalty") of Praise & Glory Church of God in Christ, Inc. (the "Mortgagor").

The Personalty consists of: "All personal property of the Mortgagor including without limitation all furnishings, fixtures, equipment, furniture, musical instruments, church pews, chairs, pulpits, podiums, and all other items used in connection with the operation of the premises as a church and related church functions."

THE MORTGAGE HOLDER EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES AS TO TITLE, POSSESSION, QUIET ENJOYMENT, OR THE CONDITION, USE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR SEPARATENESS OF TRADE FIXTURES, OF THE FOREGOING GOODS AND CHATTELS SO SOLD ("DISCLAIMED MATTERS"), AND THE BUYER, BY THE ACCEPTANCE OF THIS BILL OF SALE ACKNOWLEDGES RECEIPT THEREOF AND AGREES THAT THE MORTGAGE HOLDER HAS MADE NO REPRESENTATIONS OR WARRANTIES AS TO SUCH DISCLAIMED MATTERS, AND THAT THE BUYER ACCEPTS THE SAME, WITHOUT COUNT, "IN PLACE", "AS IS", AND "WHERE IS", "WITH ALL FAULTS."

To have and to hold all and singular the said Personalty to the said Buyer, and any executors, administrators, and assigns to their own use and benefit forever.

The within Bill of Sale is tendered WITHOUT COVENANTS upon foreclosure of said Personalty by Mortgage Holder against Mortgagor.

EXECUTED under seal this \_\_\_\_ day of January 2012.

CALIFORNIA BAPTIST FOUNDATION, as Fund Manager of the California Baptist  
Foundation Charitable Church Fund

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

Signed and sealed  
in the presence of \_\_\_\_\_

CALIFORNIA BAPTIST FOUNDATION, as Fund Manager of the California Baptist  
Foundation Church Bond Fund

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

Signed and sealed  
in the presence of \_\_\_\_\_

Full receipt of said Personalty is hereby acknowledged by:

\_\_\_\_\_





Office of the Collector of Taxes  
(413) 787-6115

Certificate No. 270  
Issuance Date: 09/22/2011  
08:46:21

Municipal Lien Certificate  
City of Springfield  
Commonwealth of Massachusetts

Requested By  
**SHATZ SCHWARTZ & FENTIN PC**  
1441 MAIN ST  
STE 1100  
SPRINGFIELD, MA 01103

I hereby 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 09/15/2011 are listed below

**PAYMENTS MADE ON ISSUANCE DATE MAY NOT BE REFLECTED HERE**

DESCRIPTION OF PROPERTY		
Location: 339 STATE ST	Deed Date: 06/22/2007	
Parcel ID: 111100591	Book/Page: 16761/135	Impr Value:
Owner: PRAISE AND GLORY CHURCH OF GOD IN CHRIST INC	Land Area: 33,825 SF	Land Use:
339 STATE ST	Land Value: 257,100	Exemptions:
SPRINGFIELD MA 01105	Build Value:	Taxable Value: 257,100

**REAL ESTATE BILLS**

YEAR 2012 CHARGES		YEAR 2011 CHARGES		YEAR 2010 CHARGES	
RESIDENTIAL REAL ESTATE TAX	0.00	RESIDENTIAL REAL ESTATE TAX	\$0.00	RESIDENTIAL REAL ESTATE TAX	\$0.00

TOTAL BILLED			TOTAL BILLED			TOTAL BILLED		
Issue Date	Billed	Balance	Issue Date	Billed	Balance	Issue Date	Billed	Balance
1 07/11/2011	0.00	0.00	1	\$0.00	\$0.00	1	\$0.00	\$0.00
2 10/01/2011	0.00	0.00	2	\$0.00	\$0.00	2	\$0.00	\$0.00
3 01/01/2012	0.00	0.00	3	\$0.00	\$0.00	3	\$0.00	\$0.00
4 04/01/2012	0.00	0.00	4	\$0.00	\$0.00	4	\$0.00	\$0.00
Charges/Fees		0.00	Charges/Fees		\$0.00	Charges/Fees		\$0.00
Abatements/Exemptions		0.00	Abatements/Exemptions		\$0.00	Abatements/Exemptions		\$0.00
Payments/Credits		0.00	Payments/Credits		\$0.00	Payments/Credits		\$0.00
Interest to 09/22/2011		0.00	Interest to 09/22/2011		\$0.00	Interest to 09/22/2011		\$0.00
<b>BALANCE DUE</b>		<b>0.00</b>	<b>BALANCE DUE</b>		<b>***</b>	<b>BALANCE DUE</b>		<b>***</b>

\*Please note: The quarterly amounts billed may reflect Charges/Fees and Abatements/Exemptions.

\*Please contact the Water/Sewer Commission at 787-6060 for current water and sewer charges.

NOTE: Outstanding balance for Trash Bills, Code Violations, and/or Prior Year RE Bills in the amount of \$0.00

\*\*\*EXEMPT PER BOARD OF ASSESSORS

Stephen Lonergan  
Treasurer Collector  
For the City of Springfield