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## BIDDER'S INFORMATIONAL PACKAGE

### 37-39 ALEXANDER ROAD LEYDEN, MASSACHUSETTS

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## MORTGAGEE'S SALE OF REAL ESTATE

**Premises: 37-39 Alexander Road  
Leyden, Franklin County, Massachusetts**

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by **Charles V. Casale and Natacha E. Casale** to **GREENFIELD SAVINGS BANK**, said Mortgage dated October 5, 2005 and recorded with the **Franklin County Registry of Deeds in Book 4962, Page 96**, of which Mortgage the undersigned is the present holder, for breach of the conditions in said Mortgage contained and for the purpose of foreclosing the same will be sold at **Public Auction at 11:00 a.m. on Monday, October 17, 2011, upon the mortgaged premises at 37-39 Alexander Road, Leyden, Franklin, Massachusetts**, all and singular the premises described in said Mortgage, to wit:

A certain parcel of land in Leyden, Franklin County, Massachusetts, located on the northeasterly side of Alexander Road, and shown as Lot A on a plan of land entitled, "Plan of Land in Leyden MA. Surveyed for Charles N. Koch et. als.," Edward C. Muszynski, P.L.S. and Mary Ann R. Milewski, P.L.S., dated September 22, 1993, and recorded in the Franklin County Registry of Deeds in Plan Book 87, Page 18.

Lot A is more particularly bounded and described as follows:

Beginning at an iron pin on the northeasterly line of said Alexander Road, said iron pin being the southerlymost corner of the parcel conveyed herein; thence

N. 34° 55' 20" W. along said Alexander Road a distance of 906.46 feet to a point; thence

N. 35° 40' 09" W. along said Alexander Road a distance of 751.08 feet to an iron pin; thence turning and running

N. 74° 54' 19" E. along land now or formerly of Charles N. Koch et. al. a distance of 895.87 feet to a point; thence turning and running

S. 36° 11' 33" E. along land now or formerly of Hugh L. Sloane and Mary H. Sloane a distance 513.03 feet to a point; thence

S. 34° 06' 03" E. along said land now or formerly of said Hugh L. Sloane and Mary H. Sloane a distance of 623.20 feet to an iron pin; thence turning and running

S. 40° 28' 49" W. along land now or formerly of Patricia A. Martin a distance of 863.28 feet to the point of beginning.

Containing 26.932 acres, more or less.

**SUBJECT TO** a Conservation Restriction dated October 7, 1993 and recorded in the Franklin County Registry of Deeds at Book 2826, Page 138, as amended by Conservation Restriction dated September 21, 1994 and recorded in the Franklin County Registry of Deeds at Book 2940, Page 292.

**SUBJECT TO** a Recreational Tax Lien to the Town of Leyden dated February 15, 1994 and recorded in the Franklin County Registry of Deeds at Book 2876, Page 275.

Being the same premises conveyed to the Mortgagors herein by deed of Caleb Kissling dated October 4, 2002 and recorded in the Franklin County Registry of Deeds in Book 4097, Page 98.

Said premises will be sold and conveyed subject to all unpaid taxes, tax titles, municipal liens and assessments, if any. Said premises will also be sold and conveyed subject to prior liens or other enforceable encumbrances of record entitled to priority over this Mortgage, and subject to and with the benefit of all easements, restrictions, reservations and conditions of record, if any there be, insofar as such are in force and applicable. Said premises will also be sold subject to all leases and tenancies having priority over said Mortgage, to tenancies or occupation by persons on the premises now or at the time of said auction, which tenancies or occupation are subject to said Mortgage, to rights or claims in personal property installed by tenants or former tenants on the premises, and also will be sold subject to all laws and ordinances, including, but not limited to, all building and zoning laws and ordinances. It shall be the bidder's sole responsibility to ascertain all items described in this paragraph and no representations are made concerning compliance with applicable zoning, building, sanitary or other state and/or municipal regulations.

Said premises will also be sold and conveyed subject to 1) the terms of a Second Amendment to Conservation Restriction dated May 19, 1995 and recorded in the Franklin county Registry of Deeds in Book 2998, Page 337 and 2) to a Recreational Land Tax Lien dated November 2, 2005 and recorded in said Registry in Book 4984, Page 57.

TERMS OF SALE: Twenty-Five Thousand Dollars (\$25,000) will be required to be paid in cash or by certified or bank cashier's check by the purchaser at the time and place of sale. The balance of the purchase price shall be paid in cash or by certified or bank cashier's check, and the deed shall be delivered at the closing, which shall be held at Greenfield Savings Bank, 400 Main Street, Greenfield, Massachusetts within thirty (30) days after the foreclosure sale, unless the Mortgage Holder otherwise agrees, time being of the essence. The purchaser will be responsible for all closing costs, Massachusetts deed excise stamps, and all recording fees.

This sale may be postponed or adjourned from time to time, if necessary, by an attorney for the Mortgagee at the scheduled time and place of sale. The description for the premises, as such is contained and set forth in the Mortgage, shall control in the event of a typographical error in this publication.

The successful bidder shall be required to sign a Memorandum of Terms of Sale at the auction sale.

In the event that the successful bidder at the foreclosure sale shall default in purchasing the within-described property according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of the foreclosure auction, the Mortgagee reserves the right, but shall not have an obligation, to sell the property by foreclosure deed to the second highest bidder, providing that the second highest bidder shall execute a Memorandum of Sale and deposit with Mortgagee's attorney, Alan H. Blanker, Senior Vice President and General Counsel, Greenfield Savings Bank, 400 Main Street, Greenfield, Massachusetts, the amount of

the required deposit as set forth herein within five (5) business days after written notice of the default of the previous highest bidder. The balance of the purchase price shall be paid by and title shall be conveyed to the said second highest bidder within thirty (30) days of said notice.

Other terms to be announced at the sale.

GREENFIELD SAVINGS BANK  
Present Holder of said Mortgage

By \_\_\_\_\_  
Lori A. Grover  
Its Vice President

Auctioneer: Aaron Posnik & Co.  
MA Lic. No. 161  
(9/15, 9/22, 9/29)

**MEMORANDUM OF SALE BY AUCTIONEER**

**PREMISES:**                   **37-39 ALEXANDER ROAD  
LEYDEN, MASSACHUSETTS**

**DATED:**                   **MONDAY, OCTOBER 17, 2011 at 11:00 A.M.**

I hereby acknowledge to have this day purchased at mortgagee's sale, at public auction of Aaron Posnik & Co., 83 State Street, Springfield, Massachusetts, an auctioneer, for the sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), a certain parcel of land with the buildings thereon situated at 37-39 Alexander Road, Leyden, Franklin County, Massachusetts, and described in printed Notice of Mortgagee's Sale of Real Estate hereto attached, and I hereby agree to comply with the terms of sale and the Memorandum of Other Terms and Conditions of Sale as stated by the Auctioneer and hereto annexed, having paid into the hands of the Auctioneer the sum of Twenty-Five Thousand Dollars (\$25,000), agreeable to the terms of the sale. I hereby agree to forfeit said sum to the use of seller should I fail to comply with the residue of the terms. The balance of the purchase money plus the commission is to be paid in cash or by certified or bank cashier's check, in accordance with the terms of sale.

I have read the above and agree to be bound by it, by the Notice of Mortgagee's Sale of Real Estate and by the Memorandum of Other Terms and Conditions of Sale attached hereto and made a part hereof.

I acknowledge that I have been advised of my obligation to determine if an onsite subsurface exists and, if so to undertake an inspection of the on-site subsurface sewage disposal system in accordance with 310 CMR 15.300 through 15.305 (attached) and to undertake any needed repairs or upgrades to said system. If one does not exist I acknowledge it is my responsibility to install one.

\_\_\_\_\_  
Purchaser

The above sale is confirmed:

\_\_\_\_\_  
Aaron Posnik, Auctioneer

**MEMORANDUM OF  
OTHER TERMS AND CONDITIONS OF SALE**

The other terms to be announced are as follows:

1. Each bidder must identify himself or herself when a bid is made, and the successful bidder shall be required to sign a Memorandum of Sale.

2. The successful bidder shall deposit the required deposit with the Auctioneer, which shall be retained by the seller as liquidated damages if, after the premises are sold to him or her, the bidder shall refuse to sign the Memorandum of Sale, or if, after signing, the purchaser does not perform his or her part of the Agreement. In case of retention, the deposit shall become the property of the seller as liquidated damages unless within thirty (30) days after the time for performance the seller notifies the purchaser in writing and any retained sums shall not be applied toward the mortgage debt.

3. The title to the premises shall be that which was conveyed by mortgage deed to the mortgagee, and the purchaser shall take title to the premises by the usual deed under power of sale.

4. Twenty-Five Thousand Dollars (\$25,000) in cash, certified check or bank check, to be paid into the hands of the Auctioneer at the time and place of the sale to bind the bargain, and the balance of the purchase money to be paid by certified or bank cashier's check upon delivery of the deed. The successful bidder will, in addition to the bid price, be required to pay a five per cent (5%) commission payment to the auctioneer within 30 days from the date of sale.

5. The premises will be sold subject to the following:

According to municipal lien certificate No 2012-6, issued by the Town of Leyden, Massachusetts on September 26, 2011, there are past due real estate taxes for FY 2011 in the amount of \$3,995.35. According to said certificate FY 2012 taxes in the amount of \$7,455.48 are currently past due. The total past due and interest as of September 26, 2011 is \$11,450.83. Additional interest and other fees are owing from September 26, 2011 until the date of payment. Of this amount, the sum of \$7,762.70 has been paid. The successful bidder will be responsible for any and all unpaid taxes, interest and other fees.

Greenfield Savings Bank does not warrant the accuracy or completeness of the above, and the sale is subject to any other outstanding tax titles, municipal or other public taxes, assessments and liens, if any, which take precedence over said mortgage.

6. No items of personal property are included in this sale, and the seller makes no warranties or representations relating to the legal status of any property affixed to the buildings or structures on said premises.

7. The premises shall be conveyed by the usual mortgagee's foreclosure deed under the statutory power of sale, subject as aforesaid, papers to be passed and the balance of the purchase price plus the commission payment to be paid by cash, certified check, or bank check on or before thirty (30) days after the date of sale upon delivery of the deed at the office of Greenfield Savings Bank, 400 Main Street, Greenfield, Massachusetts. The purchaser will be responsible for all closing costs, Massachusetts deed excise stamps, and all recording fees.

8. The premises shall be conveyed subject to any tenants or other occupants.

9. Said premises shall be sold and conveyed without representation or warranty as to their condition, construction or fitness for habitation; whether they conform to applicable state or local building and sanitary codes; or whether the premises contains lead or lead-based paint.

10. On information and belief, the property is served by an on-site septic system. Title 5 of the State Sanitary Code (310 CMR 15.000) requires that an inspection of the system must occur within two (2) years before or six (6) months after the execution of the Memorandum of Sale. The Bank has not undertaken an inspection of the system and it shall be the obligation of the purchaser to undertake an inspection of the system within six (6) months of this date and to be responsible for any repairs or upgrade as set forth in 310 CMR 15.300 through 15.305.

No representation is made as to the condition, suitability or location of the septic system.

11. At the closing of the bidding, the sale will be adjourned for a short period of time until the successful bidder makes the required deposit and signs the Memorandum of Sale. If the successful bidder fails to sign the Memorandum of Sale and make the deposit, the sale will be resumed, so please do not leave until it is announced by me that the sale is completed.

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Aaron Posnik, Auctioneer

**MUNICIPAL LIEN CERTIFICATE  
OFFICE OF THE COLLECTOR OF TAXES  
TOWN OF LEYDEN**

Certificate No. 2012-6

**Greenfield Savings Bank**  
**400 Main St. PO BOX 1537**  
**Greenfield Ma 01302**

I certify from available information that all taxes, assessments and charges now payable that constitute liens as of the date of this certificate on the parcel of real estate specified in your application received on **September 26, 2011** are listed below.

Assessed Owner: **Charles Casale**  
Location of Property: **37-39 Alexander Rd Leyden Ma 01337**  
Parcel Identification: **MAP 2 LOT 49.2**  
Land Area: **26.93**  
Valuation: Land: **101,900** Building: **765,300** Total: **867,200**  
FRANKLIN COUNTY REGISTRY OF DEEDS: Book Page

FISCAL YEAR	FY2012	FY2011	FY2010
<b>REAL ESTATE TAX</b>			
Preliminary 1st Due Aug 1,2011	<b>3,688.13</b>	<b>3,598.88</b>	<b>3,555.52</b>
Preliminary 2nd Due Nov 1,2011	<b>3,688.13</b>	<b>3,598.88</b>	<b>3,555.52</b>
Actual 3rd Due Feb 1, 2012		<b>3,777.37</b>	<b>3,642.24</b>
Actual 4th Due May 1, 2012		<b>3,777.37</b>	<b>3,642.24</b>
<b>BETTERMENTS / SPECIAL ASSESSMENTS</b>			
Committed Interest			
<b>UTILITY LIENS</b>			
Water			
Sewer			
Electric			
Committed Interest			
Collection Charges			
<b>OTHER LIENS</b>			
Land Chapter 61/61A/61b			
Committed Interest			
Collection Charges			
<b>TOTAL BILLED</b>	<b>7,376.26</b>	<b>14,752.50</b>	<b>14,395.52</b>
Payments		<b>10,975.13</b>	<b>14,395.52</b>
Abatements/Exemptions			
Charges and Fees		<b>5.00</b>	
Interest	<b>79.22</b>	<b>212.98</b>	
<b>PER DIEM</b>	<b>1.41</b>	<b>1.45</b>	
<b>BALANCE DUE TOTAL</b>	<b>11,450.83</b>	<b>7,455.48</b>	<b>3,995.35</b>
			<b>0.00</b>

PRELIMINARY TAXES generally represent no more than 50% of prior year's tax.

UNPAID BETTERMENTS / SPECIAL ASSESSMENTS NOT YET ADDED TO TAX:

Interest from \_\_\_\_\_ to be added

UNPAID UTILITY CHARGES:

OTHER UNPAID CHARGES:

This property is in tax title. Contact the Treasurer for outstanding amounts.

All of the amounts listed above are to be paid to the Collector.

I have no knowledge of any other outstanding amount that constitutes a lien

*[Signature]*  
Collector