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BIDDER'S INFORMATIONAL PACKAGE

91 PINEVALE STREET

INDIAN ORCHARD (*SPRINGFIELD*), MASSACHUSETTS

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MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Pawprint Realty Corp. to Banknorth, N.A. dated March 17, 2003 and recorded with the Hampden County District Registry of Deeds in Book 13035, Page 54, of which mortgage the undersigned is the present holder, for breach of the conditions of said mortgage and for the purpose of foreclosing the same will be sold at Public Auction at 1:00 p.m. on the 25th day of October, 2011, at the mortgaged premises described below, being known as 91 Pinevale Street, Indian Orchard, Massachusetts, all and singular the premises described in said mortgage, to wit:

Parcel 1

Certain land located in Springfield, Hampden County, Massachusetts, bounded and described as follows:

Beginning at a point in the easterly line of Pinevale Street at the southwesterly corner of land conveyed to Irving Shapiro by Donald L. Gates by deed dated March 28, 1966, and recorded in Hampden County Registry of Deeds in Book 3176, Page 340, and running:

THENCE N 77° 54' 10"E by last named land, two hundred eleven and 29/100 (211.29) feet, more or less, to an iron pipe in the southwesterly corner of land now or formerly owned by Albert and Denise Pelletier; running

THENCE S 83° 23' 20"E by last named land now or formerly of Ida and Rose A. Douquette, a total distance of one hundred twenty-nine and 76/100 (129.76) feet to an iron pipe in the southwesterly corner of land now or formerly of the Roman Catholic Bishop of Springfield (known as St. Aloysius Parochial School; running

THENCE S 83° 15' 40"E by last named land, one hundred eighty-four and 94/100 (184.94) feet to an iron pipe in the westerly line of Moxon Street; running

THENCE S 9° 15' 50"E by Moxon Street, one hundred seventy-four and 78/100 (174.78) feet to another iron pipe at land of Crane Co.; running

THENCE S 81° 18' 10"E by last named land, two hundred eighty-five and 87/100 (285.87) feet to a bar at other land now or formerly of Mansfield Paper Company, Inc.; running

THENCE N 8° 41' 50"W by last named land, forty (40) feet to another iron pipe; running

THENCE S 81° 18' 10"W by last named land, two hundred thirty-nine and 04/100 (239.04) feet, more or less, to an iron pin in the easterly line of the aforesaid Pinevale Street; running

THENCE N 8° 45' W by said Pinevale Street, one hundred seventy-three and 75/100 (173.75) feet, more or less, to an angle in said street; running

THENCE N 6° 43' 00"E by said street, thirty-three and 16/100 (33.16) feet to the point of beginning.

Parcel 2

Certain real estate situated in that part of Springfield, Hampden County, Massachusetts, known as Indian Orchard, being shown as "12,579 S.F. from Crane to Goldman" on a plan entitled "Plan of Land – Pinevale & Moxon Street, Springfield, Mass., owner, Dana M. Goldman, Trustee, Pinevale Realty Trust" prepared by Smith Associates Surveyors, Inc. dated Jan. 1990, recorded in the Hampden County Registry of Deeds at Books of Plans 271, Page 116, and more particularly bounded and described as follows:

Beginning at an iron pin on the Westerly side of Moxon Street at the southeast corner of land now or formerly of Dana M. Goldman, Trustee of Pinevale Realty Trust, thence running:

S 9° 15' 50"E	a distance of twenty-nine and no one hundredths (29.00) feet to a point; thence turning and running
S 82° 25' 07"W	a distance of one hundred ninety-eight and ten one hundredths (198.10) feet along land now or formerly of Crane Co., to a point; thence turning and running
S 8° 40' 51"E	a distance of fifty-six and eighty-one one hundredths (56.81) feet along land now or formerly of Crane Co.; thence turning and running
S 81° 12' 56"W	a distance of eighty-eight and one one hundredth (88.01) feet along other land of grantor to a point; thence turning and running
N 8° 44' 50"W	a distance of thirty-four and eight one hundredths (34.08) feet along land now or formerly of Crane Co. to a point; thence running along the same course a distance of forty-eight and no one hundredths (48.00) feet along land now or formerly of William Rac to a P.K. nail; thence turning and running;
N 81° 18' 10"E	a distance of two hundred eighty-five and eighty-seven one hundredths (285.87) feet along land now or formerly of Dana M. Goldman, Trustee of Pinevale Realty Trust to the point of beginning.

Containing 12,579 square feet, all as shown on said plan.

Subject to the reservation by Crane Co. ("Crane"), on its own behalf and on behalf of its successors and assigns, of a perpetual easement to enter upon or underneath the above described property for the purpose of burning such soil and groundwater contamination as may be determined to be a legal obligation of Crane.

Subject to the reservation by Crane Co. ("Crane"), on its own behalf and on behalf of its successors and assigns, of a perpetual easement to enter upon or underneath the above

described property for the purpose of operating, maintaining, repairing and replacing the sewer drain line which passes under the above described property from Crane's retained adjoining property.

Subject to the reservation by Crane Co. ("Crane"), on its own behalf and on behalf of its successors and assigns, of a perpetual easement to enter upon the above described property for access to Crane's retained property known as Building #48 as shown on said plan.

The Mortgagee reserves the right to postpone the sale to a later date by public proclamation at the time and date appointed for the sale and to further postpone at any adjourned sale date by public proclamation at the time and date appointed for the adjourned sale date.

Said premises will be sold subject to and with the benefit of all restrictions, easements, improvements, outstanding tax titles, mortgages, liens, rights of tenants and parties in possession, unpaid taxes, municipal liens and other public taxes, assessments or liens, having priority over the mortgage described herein, if any.

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, the Mortgagee reserves the right to sell the property by Foreclosure Deed to the second highest bidder provided that the second highest bidder shall deposit with Mortgagee's attorneys the amount of the required deposit as set forth herein within three (3) business days after written notice of default of the previous highest bidder and title shall be conveyed to said second highest bidder within twenty (20) days of said written notice.

TERMS OF SALE: Fifteen Thousand Dollars (\$15,000.00) will be required to be bid and be paid in cash or by certified check at the time and place of sale as earnest money. An additional deposit necessary to bring the total deposit to ten percent (10%) of the winning bid shall be paid within five (5) business days of the sale. The balance is to be paid in cash or by certified check within forty five (45) days of the date of the sale at the offices of Grassia, Murphy & Lupan, P.A., 5 Commonwealth Road, Natick, Massachusetts 01760. The description of the premises contained in said mortgage shall control in the event of any typographical error in this publication.

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

TD BANK, N.A.

Present holder of said mortgage,
By its attorney,

Michael J. Murphy
Grassia, Murphy & Lupan, P.A.
5 Commonwealth Road
Natick, MA 01760
Tel: (508) 650-9252

MEMORANDUM OF SALE

This Memorandum of Sale is made this 25th day of October, 2011, by and among TD Bank, N.A., whose principal address is 15 Monument Square, Leominster, Massachusetts 01453 ("Seller"); Aaron Posnick Auctioneers ("Auctioneer") and _____ ("Buyer").

1. MORTGAGEE'S SALE AT PUBLIC AUCTION

Pursuant to a public auction duly advertised for October 25, 2011 at 1:00 p.m., on September 21, 2011, September 28, 2011 and October 5, 2011, in exercise of the Power of Sale contained in a Mortgage and Security Agreement from Pawprint Realty Corp. to Banknorth, N.A. dated March 17, 2003 and recorded with the Hampden County Registry of Deeds in Book 13035, Page 54, the Buyer as the highest bidder agrees to purchase the real and personal property described below ("Property") in accordance with the terms hereof.

2. DESCRIPTION OF THE PROPERTY

Parcel 1

Certain land located in Springfield, Hampden County, Massachusetts, bounded and described as follows:

Beginning at a point in the easterly line of Pinevale Street at the southwesterly corner of land conveyed to Irving Shapiro by Donald L. Gates by deed dated March 28, 1966, and recorded in Hampden County Registry of Deeds in Book 3176, Page 340, and running:

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Containing 12,579 square feet, all as shown on said plan.

Subject to the reservation by Crane Co. ("Crane"), on its own behalf and on behalf of its successors and assigns, of a perpetual easement to enter upon or underneath the above described property for the purpose of burning such soil and groundwater contamination as may be determined to be a legal obligation of Crane.

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Subject to the reservation by Crane Co. ("Crane"), on its own behalf and on behalf of its successors and assigns, of a perpetual easement to enter upon the above described property for access to Crane's retained property known as Building #48 as shown on said plan.

3. TRANSFER OF THE PROPERTY

The Property shall be conveyed by the usual mortgagee's deed under the statutory power of sale. The personal property, if any, shall be transferred by a Bill of Sale, without covenants, which shall transfer the right, title and interest in and to all the personal property located at 91 Pinevale Street, which is subject to the Seller's security interest pursuant to the Mortgage and Security Agreement described above.

The property shall be conveyed and transferred subject to any outstanding tenancies and/or leases, rights of parties in possession, tax title, prior liens and encumbrances having seniority over the mortgage being foreclosed, municipal taxes and

assessments, outstanding water or sewer bills or liens, the provisions of applicable state and local laws, including building codes, zoning ordinances and G.L. c. 21E.

The total bid price will be set forth as the consideration in the deed to the Property.

4. PRICE AND DEPOSIT

The bid price for which the Property has been sold to the Buyer is _____ Dollars (\$ _____) of which Fifteen Thousand Dollars (\$15,000.00) has been paid this day in accordance with the terms of the mortgagee's notice of sale. An additional deposit necessary to bring the total deposit to ten percent (10%) of the winning bid shall be paid within five (5) business days of the sale. The balance of the bid price is to be paid by certified check or bank check at the time of the delivery of the deed. The Seller 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.

5. CLOSING

The deed and associated papers shall be delivered and the balance of the consideration paid at the office of Grassia, Murphy & Lupan, P.A., 5 Commonwealth Road, Natick, Massachusetts on or before ten o'clock (10:00 a.m.) on the forty-fifth day following the date hereof, or such other time and place as may be mutually agreed upon by the Seller and the Buyer ("Closing").

6. TITLE

In the event the Seller cannot convey title to the Property as stipulated, the deposit, and if applicable, the balance of the purchase price, shall be refunded and all

rights hereunder shall cease, and the Buyer shall have no recourse against the Seller, or its employees, agents and representatives, whether at law or in equity; provided, however, that Buyer shall have the election to accept such title as the Seller can deliver to the Property in its then condition and to pay therefor the purchase price without deduction, in which event the Seller shall convey such title.

7. RISK OF LOSS

Buyer shall maintain casualty insurance covering the Property from and after the date hereof in a reasonable amount as determined in the sole discretion of the Buyer. If the Property is damaged by fire or other casualty prior to the closing, Buyer shall accept an assignment of rights to the Property and pay the full balance of the bid price.

8. ACCEPTANCE OF DEED

The acceptance of a deed to the Property by the Buyer or Buyer's nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed or arising out of said public auction on the part of the Seller to be performed or observed.

9. CONDITION OF THE PREMISES

The Property shall be conveyed in "as-is" condition, subject to the present manner of use and occupancy of the Property. The Buyer acknowledges that Buyer has not been influenced to enter this transaction by, nor has it relied upon, any warranties or representations of the Seller or the Auctioneer not set forth or incorporated in this Memorandum.

10. BUYER'S DEFAULT; DAMAGES

If the Buyer shall fail to fulfill the Buyer's agreements herein, all deposits made hereunder by the Buyer shall be retained by the Seller and the Buyer shall reimburse the Seller for all costs and expenses incurred by the Seller, in excess of the amount of the deposit, due to the Buyer's default, including the costs and expenses of subsequent sales of the Property or any portion thereof and attorneys' and auctioneers' fees in connection therewith. The Seller shall also be free to sell the Property to the second highest bidder at the public auction in accordance with the terms announced at the public auction.

11. DEED STAMPS AND RECORDING FEES

Buyer shall pay for and cancel for the benefit of the Seller the excise tax stamps required to be affixed to the foreclosure deed by the law of the Commonwealth of Massachusetts. The Buyer shall pay all recording fees in connection with the transfer of the property.

12. CONSTRUCTION OF AGREEMENT

This instrument, executed in triplicate, 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 inured 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 Seller 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 to it.

IN WITNESS WHEREOF, the parties have executed this Memorandum as a sealed instrument as of the date first written above.

TD BANK, N.A.

By _____
John Shea, Vice President

AARON POSNICK AUCTIONEERS

By _____

Buyer

BUYER STATEMENT OF NON-RELATEDNESS

I/We hereby state that I/we am/are not employed by The Toronto-Dominion Bank or any of its subsidiaries or affiliated corporations, including TD Bank, N.A. (the "Bank") nor am I related in any way with attorneys (solicitors) or agents retained by or on behalf of the Bank in relation to the property that is the subject of this transaction and confirm that I am dealing at arm's length with the aforementioned parties.

To the extent that any such relationships exist, the relationships are as follows:

Dated: October 25, 2011

BUYER:

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

Certificate No. 262
Issuance Date: 09/22/2011
08:49:18



Municipal Lien Certificate
City of Springfield
Commonwealth of Massachusetts

Requested By
GRASSIA MURPHY LUPAN
5 COMMONWEALTH RD
NATICK, MA 01760

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 09/14/2011 are listed below

PAYMENTS MADE ON ISSUANCE DATE MAY NOT BE REFLECTED HERE

DESCRIPTION OF PROPERTY

Location: 91 PINEVALE ST	Deed Date: 11/27/1996	
Parcel ID: 097550075	Book/Page: 09696/0581	Impr Value:
Owner: PAWPRINT REALTY CORP	Land Area: 124,073 SF	Land Use:
P O BOX 51468	Land Value: 117,500	Exemptions:
INDIAN ORCHARD MA 01151	Build Value: 680,100	Taxable Value: 797,600

REAL ESTATE BILLS

YEAR 2012 CHARGES	YEAR 2011 CHARGES	YEAR 2010 CHARGES
COMMERCIAL REAL ESTATE TAX 17536.50	COMMERCIAL REAL ESTATE TAX 35073.00	COMMERCIAL REAL ESTATE TAX 42397.85

TOTAL BILLED 17,536.50			TOTAL BILLED 35,073.00			TOTAL BILLED 42,397.85		
Issue Date	Billed	Balance	Issue Date	Billed	Balance	Issue Date	Billed	Balance
1 07/11/2011	8768.25	8768.25	1 07/01/2010	10604.47	0.00	1 07/01/2009	10662.54	0.00
2 10/01/2011	8768.25	0.00	2 10/01/2010	10599.46	0.00	2 10/01/2009	10662.53	0.00
3 01/01/2012	0.00	0.00	3 01/01/2011	6937.04	4.88	3 01/27/2010	10536.39	0.00
4 04/01/2012	0.00	0.00	4 04/01/2011	6937.03	6937.03	4 04/01/2010	10536.39	0.00
Charges/Fees		0.00	Charges/Fees		5.00	Charges/Fees		0.00
Abatements/Exemptions		0.00	Abatements/Exemptions		0.00	Abatements/Exemptions		0.00
Payments/Credits		0.00	Payments/Credits		28136.09	Payments/Credits		42397.85
Interest to 09/22/2011		144.62	Interest to 09/22/2011		380.93	Interest to 09/22/2011		0.00
BALANCE DUE		8912.87	BALANCE DUE		7322.84	BALANCE DUE		0.00

*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

A \$22.00 WARRANT FEE HAS BEEN ADDED TO THE 2011 BILL.

Stephen Lonergan
Treasurer Collector
For the City of Springfield