

TABLE OF CONTENTS

BIDDER'S INFORMATIONAL PACKAGE

OFF WASHINGTON ROAD & KINGS BRIDGE ROAD BRIMFIELD, MASSACHUSETTS

DESCRIPTION	PAGE #
MORTGAGEE'S SALE OF REAL ESTATE	1-5
MEMORANDUM OF SALE	6-14

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.

MORTGAGEE'S SALE OF REAL ESTATE

Premises: OFF WASHINGTON STREET, BRIMFIELD, MASSACHUSETTS

By virtue and in execution of the Power of Sale contained in a certain mortgage given by B & C GRAVEL COMPANY, INC. to CHICOPEE SAVINGS BANK, said mortgage dated September 10, 2010, as amended, and recorded with the HAMPDEN COUNTY REGISTRY OF DEEDS in Book 18307, Page 3, 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 October 26, 2011, upon the mortgaged premises at Off Washington Street, Brimfield, Massachusetts, bounded and described as follows:

The land in Brimfield, Hampden County, Massachusetts, bounded and described as follows:

Bounded: Easterly on land of the Boston & Albany Railroad two thousand three hundred fifty-four (2354.00) feet; Southerly by land now or formerly of Ina Lamb about one hundred eighty (180.00) feet; Westerly by the Quabog River; and Northerly by land now or formerly of Delton Learned about two hundred eighty-two (282.00) feet. Iron pins mark all four corners of the above described premises.

Together with the right to use, for all purposes for which public streets may now or hereinafter commonly be used, a strip of land thirty (30) feet in width across the remaining land of the grantor which lies easterly of the above described premises and westerly of Washington Street, said thirty (30) foot strip running easterly from the above described premises to said Washington Street and is a continuation easterly of the present right-of-way existing over said land of the Boston & Albany Railroad extended in a straight line to the westerly line of said Washington Street. The grantee shall have the right to improve said thirty (30) foot strip by scraping, grading, hardening or otherwise.

Including all of the rights and title of the Mortgagor in the Easement granted by Ina Lamed dated December 27, 1967 and recorded in Hampden County Registry of deeds in Book 3310, Page 509.

TERMS OF SALE: Said premises will be sold and conveyed subject to all unpaid taxes, tax titles, municipal liens and assessments, if any, which take precedence over the said mortgage above described. 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.

To qualify as a bidder, an initial deposit of Twenty-Five Thousand (\$25,000.00) Dollars (the "Initial Deposit") of the purchase price must be paid in cash, certified check, bank treasurer's or cashier's check at the time and place of the sale. 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 deposit shall be paid by the successful bidder to Murphy McCoubrey ("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 five (5%) percent buyer's premium payment, 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 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 in 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 successful bidder shall pay all recording fees and documentary stamps in connection with the transfer of the premises, 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.

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

The sale may be postponed or adjourned from time to time, if necessary, by the attorney for the mortgagee at the scheduled time and place of sale. The description for the premises contained in said mortgagee shall control in the event of a typographical error in this publication.

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

CHICOPEE SAVINGS BANK
Present Holder of Said Mortgage
By its Attorney-In-Fact

Dated: September 23, 2011

By: _____
Norman J. Guz, Jr., Esq.
MURPHY McCoubrey, LLP
272 Exchange Street
Chicopee, MA 01013
(413) 592-6106

NOTICE OF INTENTION TO FORECLOSE AND OF
DEFICIENCY AFTER FORECLOSURE OF MORTGAGE

To: B & C GRAVEL COMPANY, INC.
c/o Louis Bruschi, Resident Agent
1060 East Street
Ludlow, MA 01056

LOUIS BRUSCHI
1060 East Street
Ludlow, MA 01056

JOSEPH A. GALLO
44 Third Street
Brimfield, MA 01010

You are hereby notified, in accordance with Massachusetts General Laws, Chapter 244 § 14 and Chapter 244 § 17B of the intention of Chicopee Savings Bank, on or after October 26, 2011, to foreclose by sale under Power of Sale for breach of condition of the mortgage held by the Bank, on property situated at Off Washington Street, Brimfield, Massachusetts, dated September 10, 2010, as amended, and recorded with HAMPDEN COUNTY REGISTRY OF DEEDS in Book 18307, Page 3, said mortgage given to secure a certain Promissory Note given by B & C Gravel Company, Inc., for the whole or part of which you may be liable to the Bank in case of a deficiency in the proceeds of the foreclosure sale.

Sincerely,

Dated: September 23, 2011

Norman J. Guz, Jr. Attorney for
Chicopee Savings Bank

CERTIFIED MAIL NO.: 70110470000184002388; 70110470000184002456;
and 70110470000184002463
RETURN RECEIPT REQUESTED

AFFIDAVIT

I hereby certify on oath that on the ____ day of September, 2011, I mailed by certified mail, postage prepaid, and return receipt requested, the notice, a copy of which is attached hereto and marked "NOTICE OF INTENTION TO FORECLOSE AND OF DEFICIENCY AFTER FORECLOSURE OF MORTGAGE", directed to the person or persons at the addresses therein named which were the last addresses known to me at the time of mailing.

Norman J. Guz, Jr.
Attorney for the Mortgage Holder
Chicopee Savings Bank

Signed and sworn before me this ____ day of September, 2011.

Pamela M. Adamski,
Notary Public
My Commission Expires: 8/5/2016

MEMORANDUM OF SALE

This Memorandum of Sale is made this _____ day of October, 2011, by and among Chicopee Savings Bank, a Massachusetts financial institution, having a usual place of business at 70 Center Street, Chicopee, Massachusetts (the "Mortgage Holder"), Aaron Posnik & Co., Inc. of 83 State Street, Springfield, MA (the "Auctioneer") and _____ of _____ (the "Buyer").

1.1 MORTGAGE HOLDER'S SALE AT PUBLIC AUCTION. Pursuant to a public auction (the "Auction") conducted on October 26, 2011 by the Auctioneer on behalf of the Mortgage Holder as holder of a Mortgage from B & C Gravel Company, Inc. ("Mortgagor") to Mortgage Holder dated May 21, 2010, as amended, and recorded with the Hampden County Registry of Deeds at Book 18307, Page 3, (the "Mortgage") and pursuant to the Power of Sale contained therein, the Buyer, as the highest bidder, agrees to purchase the property described below in accordance with the terms hereof.

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

(a) The Property. A certain parcel of land situated at Hampden County, Massachusetts, known as Off Washington Street, Brimfield, MA, as more particularly described in the Mortgagee's Notice of Sale ("Mortgagee's Notice") attached to the form of Deed and Affidavit attached as Exhibit A and incorporated herein by reference, together with the property and subject to the terms and conditions set forth in said Mortgagee's 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.

1.3 TRANSFER OF THE PROPERTY. The Property shall be conveyed by 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 A.

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 Murphy McCoubrey ("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 five (5%) percent 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 non-interest 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 Murphy McCoubrey, 272 Exchange Street, Chicopee, Massachusetts at ten o'clock (10:00) A.M. on or before November 25, 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 sale 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.

1.9 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, 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 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, 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.

CHICOPEE SAVINGS BANK

By: _____

BUYER

By: _____

AUCTIONEER

By: _____

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

MURPHY McCOUBREY

Attorney for the Mortgage Holder

By: _____

Exhibits

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

Exhibit A to Memorandum of Sale

Foreclosure Deed

Chicopee Savings Bank, a Massachusetts financial institution having a usual place of business at 70 Center Street, Chicopee, Massachusetts, holder of a mortgage

from B & C Gravel Company, Inc.

to Chicopee Savings Bank

dated May 21, 2010, as amended, and recorded with the Hampden County Registry of Deeds at Book 18307, Page 3

by power conferred by said mortgage and every other power, for \$ _____, paid, grants to _____ the premises conveyed by said mortgage as more particularly described in Exhibit A-1 attached hereto and incorporated herewith.

Executed under seal this November ____, 2011.

CHICOPEE SAVINGS BANK

By: _____
Guida Sajdak
Its Senior Vice President

COMMONWEALTH OF MASSACHUSETTS
County of Hampden

On this _____, 2011 before me, the undersigned notary public, personally appeared Guida Sajdak, proved to me through satisfactory evidence of identification, namely the person was known to me 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 Senior Vice-President of Chicopee Savings Bank and that such person signed such document voluntarily as such person's free act and deed for its stated purpose on behalf of such Chicopee Savings Bank.

_____ sign and stamp

Exhibit A-1
Insert Description of Premises Sold

The land in Brimfield, Hampden County, Massachusetts, bounded and described as follows:

Bounded: Easterly on land of the Boston & Albany Railroad two thousand three hundred fifty-four (2354.00) feet; Southerly by land now or formerly of Ina Lamb about one hundred eighty (180.00) feet; Westerly by the Quabog River; and Northerly by land now or formerly of Delton Learned about two hundred eighty-two (282.00) feet. Iron pins mark all four corners of the above described premises.

Together with the right to use, for all purposes for which public streets may now or hereinafter commonly be used, a strip of land thirty (30) feet in width across the remaining land of the grantor which lies easterly of the above described premises and westerly of Washington Street, said thirty (30) foot strip running easterly from the above described premises to said Washington Street and is a continuation easterly of the present right-of-way existing over said land of the Boston & Albany Railroad extended in a straight line to the westerly line of said Washington Street. The grantee shall have the right to improve said thirty (30) foot strip by scraping, grading, hardening or otherwise.

Including all of the rights and title of the Mortgagor in the Easement granted by Ina Lamed dated December 27, 1967 and recorded in Hampden County Registry of deeds in Book 3310, Page 509.

Exhibit A-2
Affidavit of Sale

Guida Sajdak, the Senior Vice-President of Chicopee Savings Bank, 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 September 20, 2011, September 27, 2011, and October 4, 2011, in The Republican, a newspaper published or by its title page purporting to be published in Springfield, Massachusetts and having a general circulation in Brimfield, Massachusetts, a notice of which a true copy is attached hereto as Exhibit A-3 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, Chicopee Savings Bank, sold the portion of the mortgaged premises described in Exhibit A-1 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 _____.

CHICOPEE SAVINGS BANK

By: _____
Guida Sajdak
It's Senior Vice-President

COMMONWEALTH OF MASSACHUSETTS
County of Hampden

On this _____, 2011 before me, the undersigned notary public, personally appeared Guida Sajdak, proved to me through satisfactory evidence of identification, namely the person was known to me 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 Senior Vice-President of Chicopee Savings Bank and that such person signed such document voluntarily as such person's free act and deed for its stated purpose on behalf of such Chicopee Savings Bank.

_____ sign and stamp

Exhibit A-3
Attach Tear Sheet of Mortgagee's Notice

Brimfield, Wales, Holland,
Brookfields & East

MORTGAGEE'S SALE OF
REAL ESTATE

Premises: OFF WASHINGTON STREET,
BRIMFIELD, MASSACHUSETTS

By virtue and in execution of the Power of Sale contained in a certain mortgage given by B & C GRAVEL COMPANY, INC. to CHICOPEE SAVINGS BANK, said mortgage dated May 21, 2010, as amended, and recorded with the HAMPDEN COUNTY REGISTRY OF DEEDS in Book 18307, Page 3, 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 October 26, 2011, upon the mortgaged premises at Off Washington Street, Brimfield, Massachusetts, bounded and described as follows:

The land in Brimfield, Hampden County, Massachusetts, bounded and described as follows:

Bounded: Easterly on land of the Boston & Albany Railroad two thousand three hundred fifty-four (2354.00) feet; Southerly by land now or formerly of Ina Lamb about one hundred eighty (180.00) feet; West-erly by the Quabog River; and Northerly by land now or formerly of J. Delton Learned about two hundred eighty-two (282.00) feet. Iron pins mark all four corners of the above described premises.

Together with the right to use, for all purposes for which public streets may now or hereinafter commonly be used, a strip of land thirty (30) feet in width across the remaining land of the grantor which lies easterly of the above described premises and westerly of Washington Street, said thirty (30) foot strip running easterly from the above described premises to said Washington Street and is a continuation easterly of the present right-of-way existing over said land of the Boston & Albany Railroad extended in a straight line to the westerly line of said Washington Street. The grantee shall have the right to improve said thirty (30) foot strip by scraping, grading, hardening or otherwise.

Including all of the rights and title of the Mortgagee in the Easement granted by Ina Lamb dated December 27, 1967 and recorded in Hampden County Registry of deeds in Book 3310, Page 509.

THE SAID PREMISES WILL BE SOLD AND CONVEYED SUBJECT TO ALL EN-DEBTD TAXES, TAX LIES, MUNICIPAL LIENS AND ASSESS-MENTS OF ANY KIND OR KINDS, WHICH MAKE PRECEDENCE OVER THE SAID MORTGAGE. THE BIDDER SHALL BE RESPONSIBLE FOR AS-SESSING ALL ITEMS DESCRIBED IN THIS PARAGRAPH AND NO REPRESENTATIONS ARE MADE CONCERNING COMPLIANCE WITH APPLICABLE FEDERAL, STATE AND MUNICIPAL REGULATIONS.

To qualify as a bidder, an initial deposit of twenty

Brimfield, Wales, Holland,
Brookfields & East

Dollars (the "Initial Depos-
it") of the purchase price must be paid in cash, certified check, bank treasurer's or cashier's check at the time and place of the sale. 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 deposit shall be paid by the successful bidder to Murphy McCoubrey ("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 five (5%) percent buyer's premium payment, 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 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 in 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 successful bidder shall pay all recording fees and documentary stamps in connection with the transfer of the premises, 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.

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

The sale may be postponed or adjourned from time to time, if necessary, by the attorney for the mortgagee at the scheduled time and place of sale. The description for the premises contained in said mortgage shall control in the event of a typographical error in this publication.

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

CHICOPEE SAVINGS BANK
Present Holder of Said
Mortgage

By: Norman J. Guy, Jr., Esq.
MURPHY MCCOUBREY, LLP
272 Exchange Street
Chicopee, MA 01013
(413) 592-6106

Dated: September 23, 2011
(September 27; Oct. 4, 11)