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BIDDER'S INFORMATIONAL PACKAGE 85 ST. GEORGE ROAD SPRINGFIELD, MASSACHUSETTS

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MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the POWER OF SALE contained in a certain Mortgage given by **Robert P. Weithofer and Robert G. Weithofer** to **SIS, a Division of Family Bank, FAB** dated March 13, 2000 and recorded with the Hampden County Registry of Deeds at Book 11124, Page 323 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, all and singular the premises described in said Mortgage will be sold at Public Auction at **11:00 A.M. on Friday, March 16, 2012**, on the Premises, located at **85 St. George Road, Springfield, Hampden County, Massachusetts.**

To wit:

A certain parcel of land known and numbered as 85 St. George Road, Springfield, Massachusetts, Hampden County, Massachusetts, more particularly bounded and described as follows:

Beginning at a point situated in the northerly line of Seventh Street, Springfield, Hampden County, Massachusetts, said point being 264.26 feet from where the northerly line of Seventh Street intersects with the westerly line of Main Street; said point of beginning being the southeasterly corner of the parcel herein described and the southwesterly corner of Disposition Parcel 8-304-C; thence running,

- | | |
|-----------------|---|
| S 44° 11' 59" W | along the northerly line of Seventh Street, a distance of 219.31 feet to a point; thence |
| NORTHWESTERLY | By a curve to the right having a radius of 25.00 feet, a distance of 42.23 feet along the easterly line of a cross street leading from Seventh Street to St. George's Way, formerly Sargeant Street; thence |
| N 39° 01' 37" W | Along the easterly line of a cross street, a distance of 88.17 feet to a point situated in the southerly line of Disposition Parcel 8-304-A1; thence |
| N 45° 17' 03" E | Along Disposition Parcel 8-304-A, and Disposition Parcel 8-304-D, a distance of 233.78 feet to a point at Disposition Parcel 8-304-C; thence |
| S 45° 48' 01" E | Along Disposition Parcel 8-304-C, a distance of 111.08 feet to a point situated in the northerly line of Seventh Street, the point of beginning. |

The above described parcel of land contains 27,097 square feet, more or less, and being all of Disposition Parcel 8-304-B, as shown on a plan made by DURKEE, WHITE, TOWNE & CHAPDELAINÉ, Drawing #84-4516, Sheet 4bJ, dated February 18, 1981 and recorded in the Hampden County Registry of Deeds, Book of Plans 196, Page 34.

Being the same premises conveyed to Robert P. Weithofer and Robert G. Weithofer by deed dated January 9, 1995 and recorded in said Registry at Book 9037, Page 388.

Said premises will be sold subject to any and all valid superior or prior liens on the said premises, including liens, encumbrances, attachments, levies, unpaid taxes, mortgages, easements, rights-of-way, occupancies, leases, municipal charges or other defects of title, federal, state, district and municipal taxes, liens and assessments and rights of redemption under applicable law, and will be conveyed subject to any of the above and shall, notwithstanding this sale, constitute valid superior prior liens or encumbrances thereon after said sale. Further, in the event that the proceeds of this sale are not sufficient to pay all sums due to the Mortgagee, the Mortgagee reserves the right and power under said Mortgage to foreclose any and all other property mortgaged thereunder or under any other Mortgage or Security Agreement. Mortgagee reserves the right to bid at the auction.

Mortgagee reserves the right to adjourn the sale from time to time. In the event that the successful bidder at the foreclosure sale shall default in purchasing the premises 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, exercisable at its sole option, to sell the premises by foreclosure deed to the second highest bidder for an amount equal to such second highest bidder's highest bid, provided that such second highest bidder shall deposit with Mortgagee's attorney the amount of the required deposit as set forth herein and shall execute and deliver the Memorandum of Sale within five (5) business days after written notice of the default of the previous highest bidder, and title shall be conveyed to such second highest bidder within thirty (30) days of such written notice. In the event that such second highest bidder does not execute and deliver the Memorandum of Sale within such period of five (5) business days, or defaults in purchasing the premises according to the terms of a Memorandum of Sale, the Mortgagee reserves the right, exercisable at its sole option, to sell the premises by foreclosure deed to itself for the amount of such second highest bid.

TERMS OF SALE shall include a down-payment in the amount of Twenty Thousand and 00/100 (\$20,000.00) Dollars upon the acceptance of the successful bidder's bid, payable in cash or by bank or by certified check. The successful bidder will be required to sign a Memorandum of Sale at the conclusion of the auction in the form provided by the Mortgagee. The Memorandum of Sale requires that the deposit be increased to ten (10%) percent of the purchase price within five (5) business days after the auction. In addition to the successful bid amount, the successful bidder will be responsible for a Buyer's Premium

in the amount of five (5%) percent of said bid amount. The balance of the purchase price shall be due and payable within thirty (30) days of said sale; successful bidder to pay costs of transfer, including recording fees and documentary stamps.

This 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 of 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 sale.

Signed:
TD BANK, N.A.,
SUCCESSOR IN INTEREST TO
SIS, A DIVISION OF FAMILY BANK, FSB,
present holder of said Mortgage,
By Its Attorneys,
Thomas E. Pontes, Esquire
WYNN & WYNN, P.C.
90 New State Highway
Raynham, MA 02767
Tel. No. (508) 823-4567

MEMORANDUM OF MORTGAGEE'S

SALE OF REAL ESTATE

By virtue and in execution of the POWER OF SALE contained in a certain Mortgage given by **Robert P. Weithofer and Robert G. Weithofer** to **SIS, a Division of Family Bank, FAB** (the "Seller") dated March 13, 2000 and recorded with the Hampden County Registry of Deeds at Book 11124, Page 323, 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, sold at Public Auction by _____, Auctioneer of Aaron Posnik & Co., Inc. _____ (the "Buyer") at Springfield, Hampden County, Massachusetts on the 4th day of May, 2012, on the premises described in said Mortgage, all and singular the premises described in said Mortgage.

To wit:

A certain parcel of land known and numbered as 85 St. George Road, Springfield, Massachusetts, Hampden County, Massachusetts, more particularly bounded and described as follows:

Beginning at a point situated in the northerly line of Seventh Street, Springfield, Hampden County, Massachusetts, said point being 264.26 feet from where the northerly line of Seventh Street intersects with the westerly line of Main Street; said point of beginning being the southeasterly corner of the parcel herein described and the southwesterly corner of Disposition Parcel 8-304-C; thence running,

S 44° 11' 59" W along the northerly line of Seventh Street, a distance of 219.31 feet to a point; thence

NORTHWESTERLY By a curve to the right having a radius of 25.00 feet, a distance of 42.23 feet along the easterly line of a cross street leading from Seventh Street to St. George's Way, formerly Sargeant Street; thence

N 39° 01' 37" W Along the easterly line of a cross street, a distance of 88.17 feet to a point situated in the southerly line of Disposition Parcel 8-304-A1; thence

N 45° 17' 03" E	Along Disposition Parcel 8-304-A, and Disposition Parcel 8-304-D, a distance of 233.78 feet to a point at Disposition Parcel 8-304-C; thence
S 45° 48' 01" E	Along Disposition Parcel 8-304-C, a distance of 111.08 feet to a point situated in the northerly line of Seventh Street, the point of beginning.

The above described parcel of land contains 27,097 square feet, more or less, and being all of Disposition Parcel 8-304-B, as shown on a plan made by DURKEE, WHITE, TOWNE & CHAPDELAINÉ, Drawing #84-4516, Sheet 4bJ, dated February 18, 1981 and recorded in the Hampden County Registry of Deeds, Book of Plans 196, Page 34.

Said premises will be sold subject to any and all valid superior or prior liens on the said premises, including liens, encumbrances, attachments, levies, unpaid taxes, mortgages, easements, rights-of-way, occupancies, leases, municipal charges or other defects of title, federal, state, district and municipal taxes, liens and assessments and rights of redemption under applicable law, and will be conveyed subject to any of the above and shall, notwithstanding this sale, constitute valid superior prior liens or encumbrances thereon after said sale.

Said premises is to be conveyed to the Buyer by a good and sufficient deed conveying all of the Seller's right, title, and interest in and to said premises and subject to any and all encumbrances as set forth above and including all zoning laws or regulations insofar as now in force and applicable and affect the said premises or rights of present occupants, if any, of said premises.

Purchase Price for said Premises is \$_____ which is the sum of \$_____ (Bid Price) plus a 5% buyer's premium in the amount of \$_____. A \$20,000.00 deposit toward the Purchase Price has been paid this day in cash or by certified or bank check payable to the order of the Seller. The additional deposit as required by the Notice of Sale in an amount sufficient to increase the deposit amount to ten (10%) percent of the Purchase Price) is due to the Seller on or before May 11, 2012. The balance of the Purchase Price is to be paid in cash or by bank or certified check payable to the order of the

Seller at the time and place of closing, together with all costs of transfer, including recording fees and documentary stamps, whereupon Seller shall obtain final approval of the deed to said premises and deliver the same to Buyer.

The additional terms of sale attached hereto as Exhibit "A", which additional terms of sale were read prior to the auction of the within premises, are hereby incorporated by reference and made a part of this Memorandum of Sale.

The balance of the Purchase Price in the amount of \$ _____, together with all costs of transfer, including recording fees and documentary stamps, shall be due and payable on or before June 4, 2012 at the offices of Seller's counsel, Wynn & Wynn, P.C., 90 New State Highway, Raynham, Massachusetts and upon tender of payment of said Purchase Price the Seller hereby agrees to deliver the Deed to said premises.

IT IS AGREED THAT TIME IS OF THE ESSENCE OF THIS AGREEMENT.

The acceptance of Seller's Deed by the Buyer shall be deemed to be of full performance and discharge of all of the obligations of the Seller hereunder.

The Buyer acknowledges that the Seller has made no representations or warranties to the Buyer in connection with said premises, whether express or implied, and has made no agreements with the Buyer except such as are contained herein. The premises are sold in an "as is" basis and condition.

If the Seller shall be unable to give title or to make conveyance of said premises as herein agreed, in such events, any payments made under this Agreement shall be refunded to the Buyer and all other obligations of the parties hereto shall cease and this agreement shall be void and without recourse to the parties hereto; unless the Seller elects to use reasonable efforts to give such in title or make such conveyance, in which event the Seller shall give written notice to the Buyer at or before the time for performance hereunder, and thereupon the time for performance shall be extended for a period of sixty (60) days.

This Agreement, executed in duplicate, 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, executors, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the Seller and the Buyer. If two (2) or more persons are named herein as Buyer, their obligations hereunder shall be joint and several.

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:

IN WITNESS WHEREOF, the parties hereunto set their hands and seals as of the date first above written.

TD BANK, N.A.,
Successor in Interest to SIS,
a Division of Family Bank, FAB

By: _____
Teall Gerrett, Vice President

BUYER:

AUCTIONEER:
AARON POSNIK & CO., INC.

By: _____

EXHIBIT "A"

TERMS TO BE ANNOUNCED AT AUCTION

1. Successful bidder will be responsible for an additional five (5%) percent buyer's premium in addition to the successful bid amount.
2. Successful bidder will be required to execute a memorandum of this sale which memorandum evidences the successful bidder's obligation to purchase the premises for the bid amount.
3. If the successful bidder does not close on the sale and tender the balance of the bid price within the scheduled time for closing which is in or within thirty (30) days from the date hereof, the bidder will forfeit his/her deposit. Time is of the essence of this agreement.
4. The Mortgagee will agree to convey the auctioned property by a standard foreclosure deed.
5. At the closing of this sale, no adjustments or credits will be made for taxes, assessments, betterments or other municipal charges. The Mortgagee has obtained from the City of Springfield current municipal lien certificates, which, according to the records of the City of Springfield, set forth the status of outstanding real estate taxes and other municipal charges. We make no representation or warranty with respect to the accuracy of the information provided in these lien certificates.
6. The Mortgagee makes no representations or warranties to the successful bidder in connection with these premises whether expressed or implied and will make no agreements with the successful bidder except such as are announced today and contained in the memorandum of this sale to be executed by the successful bidder. The premises are sold in an "as is" basis and condition.
7. The Mortgagee makes no representations or warranties to the successful bidder as to the compliance of the premises with any federal, state or local laws and regulations, including those relating to environmental, health, sanitation, zoning, rent control or safety laws and regulations.
8. The Mortgagee reserves the right to accept the bid of the second highest bidder should the highest bidder not perform in accordance with the terms of his/her bid.

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



Certificate No. 1719
Issuance Date: 03/02/2012
13:35:44

Municipal Lien Certificate
City of Springfield
Commonwealth of Massachusetts

Requested By
WYNN & WYNN
90 NEW STATE HIGHWAY
RAYNHAM, MA 02767

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 03/01/2012 are listed below

PAYMENTS MADE ON ISSUANCE DATE MAY NOT BE REFLECTED HERE

DESCRIPTION OF PROPERTY		
Location: 85 ST GEORGE RD	Deed Date: 01/11/1995	
Parcel ID: 111650017	Book/Page: 09037/0388	Impr Value:
Owner: WEITHOFER ROBERT G & ROBERT P	Land Area: 27,097 SF	Land Use:
20 WINDINGBROOK LA	Land Value: 61,700	Exemptions:
EAST LONGMEADOW MA 01028	Build Value: 264,500	Taxable Value: 326,200

REAL ESTATE BILLS		
YEAR 2012 CHARGES	YEAR 2011 CHARGES	YEAR 2010 CHARGES
COMMERCIAL REAL ESTATE TAX 13044.74	COMMERCIAL REAL ESTATE TAX 15513.96	COMMERCIAL REAL ESTATE TAX \$0.00

TOTAL BILLED 13,044.74			TOTAL BILLED 15,513.96			TOTAL BILLED		
Issue Date	Billed	Balance	Issue Date	Billed	Balance	Issue Date	Billed	Balance
1 07/11/2011	3878.49	0.00	1 07/01/2010	3911.36	0.00	1	\$0.00	\$0.00
2 10/01/2011	3878.49	0.00	2 10/01/2010	3906.36	0.00	2	\$0.00	\$0.00
3 01/01/2012	2643.88	543.36	3 01/01/2011	3850.62	0.00	3	\$0.00	\$0.00
4 04/01/2012	2643.88	0.00	4 04/01/2011	3850.62	0.00	4	\$0.00	\$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		9857.50	Payments/Credits		15518.96	Payments/Credits		\$0.00
Interest to 03/02/2012		0.63	Interest to 03/02/2012		0.00	Interest to 03/02/2012		\$0.00
BALANCE DUE		543.99	BALANCE DUE		0.00	BALANCE DUE		***

* 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

Stephen Lonergan
Treasurer Collector
For the City of Springfield