

# **TABLE OF CONTENTS**

## **BIDDER'S INFORMATIONAL PACKAGE**

### **11-15 WALNUT STREET PALMER, MASSACHUSETTS**

<b>DESCRIPTION</b>	<b>PAGE #</b>
<b>MORTGAGEE'S SALE OF REAL ESTATE .....</b>	<b>1-3</b>
<b>MEMORANDUM OF SALE .....</b>	<b>4-6</b>
<b>FORECLOSURE DEED .....</b>	<b>7-8</b>
<b>MUNICIPAL LIEN CERTIFICATE.....</b>	<b>9</b>

**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 NOTICE OF SALE OF REAL ESTATE**

By virtue and in execution of the Power of Sale contained in a certain mortgage given by **RAYMOND R. RICHARDSON** (the "Mortgagor") to **PEOPLE'S UNITED BANK**, formerly known as The Bank of Western Massachusetts, successor by merger with The Bank of Western Massachusetts (the "Mortgagee") dated June 18, 2008 and recorded in the Hampden County Registry of Deeds at Book 17351, Page 544, 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 on **Friday, APRIL 6, 2012, at 11:00 A.M.**, on the mortgaged premises below described, being known and numbered as **11-15 Walnut Street, Palmer, Hampden County, Massachusetts** more particularly described as follows:

The land in Palmer, Hampden County, Massachusetts, on the southerly side of Walnut Street, and more particularly bounded and described as follows:

BEGINNING at a point on the southerly side of Walnut Street at the northwesterly corner of land formerly of John P. Shaw, said point of beginning also being the northeasterly corner of the within described premises, and running thence

- S. 27° 24' 30' E. by land formerly of said Julia P. Shaw, one hundred sixteen and 14/100 (116.14) feet to a stone; running thence
- S. 61° 21' 10" W. by land now or formerly of John Feeney, fifty-one and 35/100 (51.35) feet to an iron pipe; thence running
- S. 60° 47' 40" W. by last named land, fifty-two and 19/100 (52.19) feet to a stone bound at the southeasterly corner of land conveyed to David F. Dillon and Frances C. Dillon by deed dated January 16, 1913 and recorded with Hampden County Registry of Deeds in Book 857, Page 52, thence running
- N. 30° 49' 50" W. by last named land thirty-two and 90/100 (32.90) feet to a stone at the northeasterly corner of said Dillon's land; thence running
- N. 28° 09' W. by land now or formerly of Lena Ecker et al eighty-four and 86/100 (84.86) feet to an iron pin set in the southerly side of Walnut Street; thence running
- N. 61° 50' E. by said Walnut Street one hundred six and 64/100 (106.64) feet to the point of beginning.

Together with the right to use a certain drain for sewer as reserved in deed of Lizzie M. Strong et al to David P. Dillon and Frances C. Dillon dated January 16, 1913 and recorded in said Registry in Book 857, Page 528.

Said premise are conveyed subject to a certain right of way and other rights and easements and subject to the duties and obligations relative to said drain for sewer all as described in said deed to David F. Dillon and Frances C. Dillon.

Also granting the right to use, in common with others entitled thereto, the driveway adjoining the premises herein conveyed.

Being the same premises as conveyed by deed of Steven R. Hall and Janet C. Hall to Raymond R. Richardson dated March 23, 2006 and recorded in the Hampden County Registry of Deeds in Book 15811, Page 340.

Said premises will also be sold subject to all restrictions and easements of record, 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 occupations are subject to said mortgage, to rights or claims in personal property installed by tenants or former tenants now located on the premises, and also to laws and ordinances including, but not limited to, all building and zoning laws and ordinances.

**TERMS OF SALE:**

A deposit of TEN THOUSAND AND 00/100 (\$10,000.00) DOLLARS will be required to be paid in cash or by certified check by the purchaser at the time and place of sale as an initial deposit in escrow with O'Connell, Plumb & MacKinnon, P.C., 75 Market Place, Springfield, Massachusetts 01103. The purchaser shall within 5 business days of the sale increase the deposit to a sum equal to 10% of the purchase price by delivering the amount necessary to O'Connell, Plumb & MacKinnon, P.C. in cash or certified check. The balance is to be paid in cash, or by certified check, within thirty (30) days thereafter and the Deed transferred contemporaneously therewith. The successful bidder at the sale shall be required to sign a Memorandum of Terms of Sale containing the above terms at the Auction Sale.

The purchaser will be responsible for all closing costs, Massachusetts deed excise stamps and all recording fees. Other terms, if any, to be announced at the sale.

The Seller reserves the right to sell to the second highest bidder in the event that the highest bidder defaults. However, this reservation of rights should not be construed as requiring the Seller to sell to the second highest bidder in the event of such a default.

This sale may be postponed or adjourned by public proclamation from time to time, if necessary, 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.

PEOPLE'S UNITED BANK  
The Present Holder of said Mortgage

By: \_\_\_\_\_  
Jerry B. Plumb, Jr., its Attorney  
O'Connell, Plumb, & MacKinnon P.C.  
75 Market Place  
Springfield, MA 01103  
(413) 733-9111

Publication Dates: 3/2/12; 3/9/12 and 3/16/12

H:\clients\bwm\Richardson\Mortgagee's Notice of Sale.doc

## MEMORANDUM OF SALE

1. The parcel of property in Palmer, Hampden County, Massachusetts, with buildings thereon located at 11-15 Walnut Street, Palmer, Hampden County, Massachusetts ("the Premises"), as more particularly described in the Mortgage to People's United Bank, successor by merger to The Bank of Western Massachusetts (the "Seller"), dated June 18, 2008 and recorded in the Hampden County Registry of Deeds at Book 17351, Page 544, shall be conveyed as hereinafter provided to the undersigned (the "Purchaser"), or to the Assignee designated by the Purchaser, on the thirtieth (30th) day following the date of this Agreement (or if on that day the Registry of Deeds is not open for business, then on the next day following said thirtieth day when the Registry of Deeds is open), or earlier if the parties so agree, by a good and sufficient Foreclosure Deed conveying a good, marketable title of record to the Premises as described in the notice entitled "Mortgagee's Notice of Sale of Real Estate" (the "Notice of Sale"), a copy of which is attached hereto as Exhibit "A", subject to all restrictions, easements, prior mortgages, improvements, outstanding tax titles, municipal or other encumbrances of record created prior to the Mortgage, rights of parties in possession, tenants, building codes, zoning ordinances, and G.L.c. 21E, and all other claims in the nature of liens having priority over the Mortgage, if any there be. The property shall also be transferred subject to the right of redemption of the United States of America, if any there be.

2. The purchase price of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), plus a buyer's premium of 5.0% for a total of \$ \_\_\_\_\_ is to be paid in cash or by certified bank check(s) to the order of People's United Bank within 30 days of the date of this Agreement.

4. The delivery of a deposit of TEN THOUSAND and no/100 DOLLARS (\$10,000.00), plus so much paid within 5 business days hereof to make the deposit equal to 10.0% of the purchase price, which has been made to bind this purchase, shall be applied against the purchase price or otherwise accounted for, and shall be forfeited to the use of the Seller in the event that the Purchaser shall fail to comply with the terms of this Agreement, but such a forfeiture shall not relieve the Purchaser from the Purchaser's obligations hereunder. The Seller shall be entitled to any interest earned on the deposit and the amount to be paid to the Buyer shall not be adjusted to reflect any such interest.

5. The Purchase Price shall be paid at the office of Jerry B. Plumb, Jr., O'Connell, Plumb & MacKinnon, 75 Market Place, Springfield, Massachusetts 01103 at 10:00 a.m. on the date fixed for conveyance, or at such other place or hour as the parties hereto shall in writing agree, it being understood that Time is of the Essence of this Agreement.

6. If the Seller shall be unable to give title or make conveyance as above stipulated, or, if for any reason, including, without limiting the generality of the foregoing, the existence of a bankruptcy proceeding of any kind, whether voluntary or involuntary, or any order or requirement in connection therewith, or any requirement of a court of competent jurisdiction, impairs the authority of the Seller to give title or to make conveyance hereunder, said deposit shall be refunded and thereupon all obligations of the parties hereunder shall cease, and this Agreement shall be void and the Buyer shall have no recourse against the Seller, its employees, agents, attorneys and representatives, whether at law or in equity, provided, however:

- (a) If, on the date fixed for conveyance, a period of thirty (30) days shall not have expired after written notice from the Purchaser of a defect in title, the time for performance shall, if the Seller so elects in its absolute and sole discretion, be extended for a period of time not to exceed an additional sixty (60) days to enable the Seller to make reasonable efforts to cure such defect; and
- (b) If the Purchaser so elects, at either the original or extended time for performance, to pay said purchase price without deductions for defects in title, the Seller shall convey such title as the Seller has to the Premises.

7. Until the delivery of the deed, Seller shall continue to maintain insurance on the Premises against fire and other hazards as presently insured. If the Premises shall have been damaged by fire or casualty insured against, the Seller shall, unless the Seller has previously restored the Premises to their former condition, pay over or assign to Purchaser, on delivery of the deed, all amounts recovered or recoverable on account of such insurance less any amounts reasonably expended by the Seller for partial restoration.

8. The Purchaser will be responsible for all closing costs, Massachusetts deed excise stamps and all recording fees.

9. If the Purchaser shall fail to fulfill the Purchaser's agreements herein all deposits made hereunder by the Purchaser shall be retained by the Seller and the Purchaser shall reimburse the Seller for all damages, costs and expenses of the Seller in excess of the amount of the deposit, due to the Purchaser's default, including attorneys' and auctioneers' fees.

10. The property shall be conveyed in an "AS-IS" condition. The Purchaser acknowledges that the Purchaser has not been influenced to enter this transaction by, nor has the Purchaser relied upon, any warranties or representations of the Seller or the Auctioneer not set forth or incorporated herein, and that no such warranties and representations have been made. Moreover, the Seller specifically disclaims any applicable warranties, whether express or implied. It shall be the obligation of the Purchaser to obtain and pay for any required Smoke Detector Certificates. Further, the Purchaser assumes all legal responsibility and costs in the event that the property does not conform to the requirements of Title 5 of the State Environmental Code. The Seller makes no warranties or representations with respect to any septic system or its compliance with Title 5.

11. The acceptance of the foreclosure deed by Purchaser or its nominee shall be deemed to be a full performance and discharge of every Agreement and obligation of the Seller herein contained or expressed or arising out of said public auction.

12. This agreement shall be construed in accordance with the law of the Commonwealth of Massachusetts, is to take effect as a sealed instrument, sets forth the entire agreement between the parties, is binding upon the parties and inures to the benefit of the parties, their heirs, executors, successors and assignees, and may be modified or amended only by a written instrument executed by both the Seller and the Buyer.

PURCHASER:

SELLER:

\_\_\_\_\_

\_\_\_\_\_  
People's Untied Bank  
By: Kevin M. Bowler  
Title: Vice President

Date: April 6, 2012

RECEIVED of \_\_\_\_\_  
the sum of TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00) as a deposit on account  
of the above Agreement subject to the terms and conditions of sale hereinabove set forth.

\_\_\_\_\_  
Licensed Auctioneer

I hereby acknowledge that I have on April 6, 2012 purchased at the auction of Aaron  
Posnik & Associates (Auctioneer), a duly licensed auctioneer, for the sum of  
\_\_\_\_\_ DOLLARS (\$) (inclusive of the Buyer's  
Premium) the property described in the Notice of Sale attached hereto.

I hereby agree to comply with the above Agreement entitled "Memorandum of Sale",  
as well as any additional terms attached hereto and, having paid as a deposit to bind the  
bargain the sum of TEN FIVE THOUSAND AND 00/100 DOLLARS (\$10,000.00), and  
agreeing to pay the additional deposit amounts, if any, required by this Agreement,  
understand that according to this Agreement, I will forfeit said sum to the use of the Seller  
should I fail to comply with said terms and conditions of sale set forth therein, and will not  
be relieved by said forfeiture of the obligation to purchase the Premises according to said  
Agreements.

PURCHASER:

\_\_\_\_\_  
Print Name:  
Address:

**FORECLOSURE DEED**

AFFECTED PREMISES:  
11-15 Walnut Street  
Palmer, Massachusetts

**PEOPLE'S UNITED BANK**, formerly known as The Bank of Western Massachusetts, successor by merger with The Bank of Western Massachusetts (the "Bank"), the present holder of a mortgage from Raymond R. Richardson, dated June 18, 2008 and recorded in the Hampden County Registry of Deeds at Book 17351, Page 544, by the power conferred by said mortgage and every other power,

For consideration paid of \_\_\_\_\_ Dollars

grants to,

\_\_\_\_\_, the premises conveyed by said mortgage:

The land in Palmer, Hampden County, Massachusetts, on the southerly side of Walnut Street, and more particularly bounded and described as follows:

BEGINNING at a point on the southerly side of Walnut Street at the northwesterly corner of land formerly of John P. Shaw, said point of beginning also being the northeasterly corner of the within described premises, and running thence

- S. 27° 24' 30" E. by land formerly of said Julia P. Shaw, one hundred sixteen and 14/100 (116.14) feet to a stone; running thence
- S. 61° 21' 10" W. by land now or formerly of John Feeney, fifty-one and 35/100 (51.35) feet to an iron pipe; thence running
- S. 60° 47' 40" W. by last named land, fifty-two and 19/100 (52.19) feet to a stone bound at the southeasterly corner of land conveyed to David F. Dillon and Frances C. Dillon by deed dated January 16, 1913 and recorded with Hampden County Registry of Deeds in Book 857, Page 52, thence running
- N. 30° 49' 50" W. by last named land thirty-two and 90/100 (32.90) feet to a stone at the northeasterly corner of said Dillon's land; thence running
- N. 28° 09' W. by land now or formerly of Lena Ecker et al eighty-four and 86/100 (84.86) feet to an iron pin set in the southerly side of Walnut Street; thence running
- N. 61° 50' E. by said Walnut Street one hundred six and 64/100 (106.64) feet to the point of beginning.

Together with the right to use a certain drain for sewer as reserved in deed of Lizzie M. Strong et al to David P. Dillon and Frances C. Dillon dated January 16, 1913 and



recorded in said Registry in Book 857, Page 528.

Said premise are conveyed subject to a certain right of way and other rights and easements and subject to the duties and obligations relative to said drain for sewer all as described in said deed to David F. Dillon and Frances C. Dillon.

Also granting the right to use, in common with others entitled thereto, the driveway adjoining the premises herein conveyed.

Being the same premises as conveyed by deed of Steven R. Hall and Janet C. Hall to Raymond R. Richardson dated March 23, 2006 and recorded in the Hampden County Registry of Deeds in Book 15811, Page 340.

IN WITNESS WHEREOF, the Bank has caused its corporate seal to be hereto affixed and these presents to be signed, in its name and behalf, this \_\_\_\_ day of May, 2012.

People's United Bank, f/k/a The Bank of Western Massachusetts, successor by merger with The Bank of Western Massachusetts

\_\_\_\_\_  
By: Kevin M. Bowler  
Title: Vice President

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss

May\_\_, 2012

On this day, before me, the undersigned notary public, personally appeared Kevin M. Bowler, Vice President of People's United Bank, f/k/a The Bank of Western Massachusetts, successor by merger with The Bank of Western Massachusetts, proved to me through satisfactory evidence of identification to be the person whose name is signed hereinabove in my presence and acknowledged to me that he signed the document voluntarily, for its stated purpose and with authority on behalf of People's United Bank as aforesaid.

\_\_\_\_\_  
, Notary Public  
My commission expires:

State Tax Form 290  
 Certificate: 5225  
 Issuance Date: 03/27/2012

MUNICIPAL LIEN CERTIFICATE  
 TOWN OF PALMER  
 COMMONWEALTH OF MASSACHUSETTS

Requested by O'CONNELL, PLUMB & MACKINNON, P.C.

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 03/27/2012 are listed below.

DESCRIPTION OF PROPERTY

Parcel ID: 5808600

11 WALNUT ST  
 FIRE DISTRICT 1

RICHARDSON RAYMOND R  
 1007 OAK ST  
 PALMER MA 01069

Land area : 12,180 SF  
 Land Value : 103,200  
 Impr Value : 85,000  
 Land Use : 0  
 Exemptions : 0  
 Taxable Value: 188,200

Deed date: 04/06/2006 Book/Page: 15811/340  
 Class: 3220-COMMERC.

FISCAL YEAR	2012	2011	2010
DESCRIPTION			
REAL ESTATE FDI	\$227.72	\$222.08	\$.00
REAL ESTATE TAX	\$2,937.80	\$2,982.97	\$.00
SEWER LIEN COMM. INT.	\$.00	\$38.66	\$.00
Demand - Sewer Principal	\$.00	\$10.00	\$.00
SEWER LIEN	\$.00	\$1,200.00	\$.00
TOTAL BILLED:	\$3,165.52	\$4,453.71	\$.00
Charges/Fees	\$.00	\$.00	\$.00
Abatements/Exemptions	\$.00	\$.00	\$.00
Payments/Credits	-\$801.27	-\$4,453.71	\$.00
Interest to 03/27/2012	\$61.67	\$.00	\$.00
TOTAL BALANCE DUE:	\$2,425.92	\$.00	\$.00

TOTAL INTEREST PER DIEM: \$.6071

OTHER UNPAID BALANCES:  
 FY2012 UTILITY BILLING (FULL YEAR SEWER) \$1,249.71  
 WATER LIEN (PALMER WATER DEPARTMENT) \$186.58 (413)283-8411

REAL ESTATE PARCELS ARE SUBJECT TO SUPPLEMENTAL TAX ASSESSMENTS UNDER G.L. CHAPTER 59, SECTION 2D.  
 TOWN SEWER BILLED THROUGH PERIOD ENDING 6/30/12.  
 CONTACT THE WATER DEPARTMENT FOR WATER BILLS DUE.

  
 PAUL A NOWICKI  
 TAX COLLECTOR

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE