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## **BIDDER'S INFORMATIONAL PACKAGE**

### **399 PARKER STREET EAST LONGMEADOW, 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 MARK C. DiFRANCO, TRUSTEE of the 399 PARKER STREET REALTY TRUST to UNITED BANK, dated October 12, 2006, recorded at Hampden County Registry of Deeds in Book 16255, Page 119, 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 **11:00 a.m., on Monday, the 4<sup>th</sup> day of June, 2012**, on the premises below described all and singular the premises described in said mortgage, said premises being therein described substantially as follows, to wit:

### **399 PARKER STREET, EAST LONGMEADOW, MA 01028**

The following real estate located in East Longmeadow, Hampden County, Massachusetts known and designated as Lot A as shown on a plan of lots entitled "Parker Street & Peachtree Road, East Longmeadow, MA for Cabot Real Estate, LLC-Owner" dated June 2006 and recorded in Hampden County Registry of Deeds in Book of Plans 342, Page 46, to which plan reference is made for a more particular description. Said lot contains 25,012 square feet of area, more or less.

Being the same premises conveyed to the grantors by deed of Cabot Real Estate, LLC dated October 12, 2006 and recorded October 13, 2006 simultaneously herewith.

Including all rents, issues and profits thereof (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues and profits until default hereunder), and all fixtures now or hereafter attached to or used in connection with the premises herein described.

The above premises will be sold subject to and with the benefit of all restrictions, easements, improvements, outstanding tax titles, municipal or other public taxes, assessments, liens, or claims in the nature of liens and condominium common charges, and existing encumbrances of record created prior to the mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed, if any.

Five Thousand Dollars (\$5,000) will be required to be paid in cash or by certified check by the purchaser at the time and place of sale as earnest money, the balance to be paid in cash within twenty (20) business days of the date of 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, the Mortgagee reserves the right to sell the property by Foreclosure Deed to the next highest qualified bidder provided that the next highest qualified bidder shall deposit with Mortgagee's attorneys, Doherty, Wallace, Pillsbury and Murphy, P.C., the amount of the required deposit as set forth herein within three (3) business days after receiving written notice of default of the previous highest bidder and title shall be conveyed to said next highest qualified bidder within twenty (20) business days of said written notice. The Mortgagee further reserves the right, at its option, and within its sole discretion, to

purchase the property for the amount of the next highest qualified bid, or to reschedule the foreclosure sale under its power of sale contained in the mortgage.

Other terms to be announced at the sale.

UNITED BANK,

BY Gary P. Shannon  
Its Attorney

Doherty, Wallace, Pillsbury  
and Murphy, P.C., Attorneys  
One Monarch Place, Suite 1900  
Springfield, MA 01144-1900

## MEMORANDUM OF SALE

Five Thousand Dollars (\$5,000) received from Buyer by UNITED BANK, as earnest money to be applied to the purchase price of real estate located at **399 PARKER STREET, EAST LONGMEADOW, MASSACHUSETTS 01028**, sold this day under a power of sale contained in a mortgage given to UNITED BANK, which power of sale provides that the premises are sold subject to and with the benefit of all restrictions, easements, improvements, outstanding tax titles, mortgages, liens, right of tenants and parties in possession, unpaid taxes, municipal liens and other public taxes, assessments or liens, if any, including outstanding condominium common expense assessments or liens, if applicable.

The Buyer understands that this sale is pursuant to a public foreclosure sale; UNITED BANK has no knowledge as to the condition of the premises and makes no representations or warranties relating to the premises, and the Buyer agrees to take the premises in its "AS IS" condition.

In the event the premises contains on on-site sewage system, the Buyer shall be responsible for complying with the Commonwealth of Massachusetts regulations pertaining thereto at its own cost by obtaining an inspection of the system and, if necessary, repairing and/or replacing the sewage system components in order to bring the system into compliance with the Code of Massachusetts Regulations Ch. 310.

In the event that the premises contain underground storage tank(s), the Buyer shall be responsible for complying with the applicable regulations issued by the Massachusetts Board of Fire Prevention as set forth in 527 CMR 9.00 et seq which may require removal of any existing tank(s).

Buyer acknowledges that Seller has advised Buyer that the Premises may contain lead paint and that whenever a child under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner is required by law to remove or encapsulate said paint, plaster or other material so as to make it inaccessible to a child under six years of age. Consumption of lead is poisonous and may cause serious personal injury. Whenever such residential premises containing dangerous levels of lead undergoes a change of ownership and, as a result, a child under six years of age

will become a resident, the new owner is required by law to comply with the Massachusetts lead paint laws. The Buyer, by signing this Agreement, acknowledges the receipt of the attached Lead Paint Rider.

It shall be the obligation of the Buyer to install smoke detectors and to obtain smoke detector certificates pursuant to M.G.L. Chapter 148, Section 26E.

The Buyer agrees to pay the balance of said purchase price shown below within twenty (20) business days from the date of this agreement at the offices of Doherty, Wallace, Pillsbury and Murphy, 1414 Main Street, Springfield, Massachusetts. If said balance is not paid within twenty (20) days, as herein provided, said earnest money shall be forfeited and become the property of the UNITED BANK.

Buyer shall also pay directly to the auctioneer, AARON POSNIK & CO., INC., a buyer's premium equal to Five percent (5%) of the purchase price.

In the event that the Buyer at the foreclosure sale shall default in purchasing the within described property according to the terms of the Notice of Sale and/or the terms of this Memorandum of Sale executed at the time of the foreclosure, UNITED BANK reserves the right to sell the property by Foreclosure Deed to the next highest qualified bidder provided that the next highest qualified bidder shall deposit with UNITED BANK's attorneys, Doherty, Wallace, Pillsbury and Murphy, P.C., the amount of the required deposit as set forth herein within three (3) business days after receiving written notice of default of the Buyer and title shall be conveyed to said next highest qualified bidder within twenty (20) days of said written notice. The Mortgagee further reserves the right, at its option, and within its sole discretion, to purchase the property for the amount of the next highest qualified bid, or to reschedule the foreclosure sale under its power of sale contained in the mortgage.

If at the time for closing, the bank, as seller, is unable to convey title, this agreement shall terminate, the seller shall return the deposit to the buyer, and the seller and the buyer shall have no further obligations to one another under this agreement. However, the buyer shall have the right, by written notice to the seller at closing, to elect to perform this agreement, accepting such title as the seller may be able to give for the premises in their then condition and paying the purchase price without reduction.

Buyer shall pay and be responsible for Seller's closing attorney's fees and costs, excise tax stamps required to be affixed to the Foreclosure Deed by the Law of the Commonwealth and all recording fees in connection with the transfer of the property.

\_\_\_\_\_  
BUYER SIGNATURE  
NAME: \_\_\_\_\_  
ADDR: \_\_\_\_\_  
\_\_\_\_\_  
TEL: \_\_\_\_\_

Buyer's Bid \$ \_\_\_\_\_  
Earnest Money \$ \_\_\_\_\_  
Balance Due \$ \_\_\_\_\_ (by 7/2/12)  
+5% Buyer's Premium \_\_\_\_\_

UNITED BANK,

DATED: \_\_\_\_\_ BY: \_\_\_\_\_

State Tax Form 290  
 Certificate: 229  
 Issuance Date: 05/15/2012

MUNICIPAL LIEN CERTIFICATE  
 Town of East Longmeadow  
 COMMONWEALTH OF MASSACHUSETTS

Requested by DOHERTY, WALLACE, PILLSBURY & MURPHY P C  
 1414 MAIN ST  
 1 MONARCH PLACE - 1ST FLOOR  
 SPRINGFIELD, MA 01144-1002

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 05/10/2012 are listed below.

DESCRIPTION OF PROPERTY

Parcel ID: 62-27-A

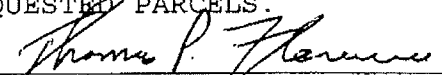
399 PARKER ST

DIFRANCO MARK C TRUSTEE	Land area :	0.57 AC
75 MARCI AVE	Land Value :	91,300
EAST LONGMEADOW MA 01028	Impr Value :	182,900
	Land Use :	0
	Exemptions :	0
	Taxable Value:	274,200

Deed date: 10/12/2006 Book/Page: 16255-116  
 Class: 101-SINGLE FAMILY

FISCAL YEAR	2012	2011	2010
DESCRIPTION			
2012 COMMUNITY PRESERVATION	\$32.84	\$30.43	\$29.72
2012 RE TAXES-RESIDENTIAL	\$5,168.67	\$4,809.77	\$4,709.98
TOTAL BILLED:	\$5,201.51	\$4,840.20	\$4,739.70
Charges/Fees	\$ .00	\$5.00	\$5.00
Abatements/Exemptions	\$ .00	\$ .00	\$ .00
Payments/Credits	\$ .00	-\$2,420.11	-\$4,744.70
Interest to 05/28/2012	\$280.31	\$393.57	\$ .00
TOTAL BALANCE DUE:	\$5,481.82	\$2,818.66	\$ .00
TOTAL INTEREST PER DIEM:	\$2.9233		
OTHER UNPAID BALANCES:			
2012 UTILITY BILLING	\$47.21		

WATER/SEWER BILL DATED: 3/6/12 \$47.21 NOT PAID  
 REAL ESTATE PARCELS IN EAST LONGMEADOW ARE SUBJECT TO SUPPLEMENTAL TAX ASSESSMENTS UNDER G.L. CH. 59, S2D.  
 PLEASE NOTE: TAX LIEN INFORMATION IS GIVEN ONLY ON REQUESTED PARCELS.

  
 THOMAS P. FLORENCE  
 TREASURER / COLLECTOR / CLERK

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE