

## BIDDER'S INFORMATIONAL PACKAGE

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### Table of Contents

1. Mortgagee's Notice of Sale of Real Estate
2. Additional Terms and Conditions
3. Municipal Lien Certificate
4. Auctioneer's Memorandum Of Sale At Public Auction

## NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Edward Arroyo, Jr. to TD Bank, N.A., f/k/a TD Banknorth, N.A., dated March 9, 2006 and recorded with the Hampden County Registry of Deeds (the "Registry") in Book 15748, Page 334 (the "Mortgage"), of which Mortgage the undersigned (the "Mortgage Holder") 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 June 28, 2012 at 80 Springfield Street, which is an address assigned to a portion of the mortgaged premises located in Agawam, Hampden County, Massachusetts, all and singular the premises described in said Mortgage (the "Premises"), including all land and buildings, to wit:

The land in Agawam, Hampden County, Massachusetts, with the buildings thereon, bounded and described as follows:

### TRACT I:

Beginning at a stake in the Northerly line of Springfield Street in the center of the brook at the Southeasterly corner of land now or formerly of the Turners Falls Power and Electric Company; and turning thence SOUTH 87 48' EAST along Springfield Street, three hundred fifty and 04/100 (350.04) feet to an iron pin at land now or formerly of Laura S. Worden; thence NORTH 12 00' 50" WEST along last-named land, two hundred eighty-six and 79/100 (286.69) feet to an iron pin at land now or formerly of Joseph J. Borgatti and Anna F. Borgatti; thence SOUTH 77 59' 10" WEST along last-named land, two hundred eighty-three and 43/100 (283.43) feet to a stake in the center of the brook at land of said Turners Falls Power & Electric Company; and thence SOUTHERLY following the center line of the brook along last-named land, about two hundred fourteen (214) feet to the stake at the place of beginning.

SAID premises are subject to certain easements grated to the Turners Falls Power & Electric Company and Water Pipe Line Rights of record.

### TRACT II:

Beginning at a point in the Northerly line of land now or formerly of Nelson e. Travallion and Nettie R. Travallion, said point being at the Northwest corner of land conveyed on June 14, 1962, by Nelson E. Trevallion and Nettie R. Trevallion to Phillip T. Keefe and Minnie W. Keefe, said point of beginning also being distant SOUTH 77 59' 10" WEST forty (40) feet from the Northwest corner of land now or formerly of S. Bottaro, formerly of Laura S. Worden; and running thence NORTH 12 0' 50" WEST along land now or formerly of Philip T. Keefe and Minnie W. Keefe, three and 53/100 (3.53) feet to an iron pin; thence turning an interior angle of 92 2' 36" and running WESTERLY along land now or formerly of Philip T. Keefe and Minnie W. Keefe, two hundred forty-four and 38/100 (244.38) feet, more or less, to the middle of a brook; thence running SOUTHERLY by said brook, twenty-five (25) feet, more or less, to a point at the Northwesterly corner of land now or formerly of Nelson E. Travallion and Nettie

R. Trevallion; thence running NORTH 77 59' 10" EAST along last-named land, two hundred forty-three and 43/100 (243.43) feet, more or less, to the point of beginning.

SUBJECT to restrictions of record.

BEING the same premises conveyed to the Mortgagor herein by deed of WORTH FINANCIAL GROUP, LLC, dated March 9, 2006 and recorded in the Hampden County Registry of Deeds in Book 15748, Page 331.

The Premises will be sold and conveyed subject to and with the benefit of any and all restrictions, easements, improvements, covenants, unpaid taxes, tax titles, municipal liens, assessments, other liens or claims in the nature of liens, rights of parties in possession, attachments and encumbrances, if any there be insofar as in force and applicable and having priority over the Mortgage.

Said Premises will also be sold subject to all leases and tenancies having priority over said Mortgage (if any), to tenancies or occupation by persons on the Premises now or at the time of said auction which tenancies or occupation are subject to the 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 Dollars (\$10,000.00) will be required to be paid in cash or by certified or bank cashier's check by the purchaser to Cooley, Shrair P.C., as attorneys for the Mortgage Holder, at the time and place of sale as initial earnest money. Additional earnest money will be required to be paid by certified or bank cashier's check by the purchaser to Cooley, Shrair P.C., as attorneys for the Mortgage Holder, within five (5) business days after the date of the sale, in an amount that increases the total earnest money to ten percent (10%) of the purchase price. The balance of the purchase price will be required to be paid by certified or bank cashier's check within thirty (30) days after the date of the sale, and the deed for the Premises shall be delivered contemporaneously with such payment.

The Mortgage Holder reserves the right to postpone or adjourn this sale to a later time or date by public proclamation at the time and date appointed for the sale and to further postpone or adjourn any postponed or adjourned sale by public proclamation at the time and date appointed for the postponed or adjourned sale.

The successful bidder at the sale will be required to sign a Memorandum of Sale containing the above terms, and other announced terms, at the sale.

The description for the Premises contained in the Mortgage shall control in the event of a typographical error in this notice.

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

TD Bank, N.A. f/k/a TD Banknorth, N.A.  
Present Holder of said Mortgage  
By Its Attorney:

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Michael S. Gove, Esq.  
Cooley, Shrair P.C.  
1380 Main Street, 5th Floor  
Springfield, MA 01103

## ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions shall apply to the sale of the premises as described in the sale notice of TD Bank, N.A. (the "Mortgage Holder") that has just been read to you:

1. The successful bidder will be required to execute in duplicate a Memorandum of Sale upon acceptance of the bid. Copies of the Memorandum of Sale are here for anyone to inspect prior to the bidding.
2. The premises will be sold to the highest bidder who will be required to make the required deposit prior to signing the Memorandum of Sale.
3. If the successful bidder fails to pay the required deposit and sign the Memorandum of Sale and any other required document or if, after paying the deposit and signing the required documents, fails to perform its obligations thereunder, any deposit made, including any additional deposit made after today, shall be forfeited to the use of the Mortgage Holder. Such forfeiture shall not release the successful bidder from any of its obligations. The Mortgage Holder also reserves the right to convey the premises to the second highest bidder, at its last highest bid, under the same terms and conditions as are being offered at today's auction, and without further notice by publication or otherwise. Such second highest bidder will have five (5) days after notification by the Mortgage Holder to make the required deposit and sign the Memorandum of Sale and any other required documents.
4. No items of personal property are included in this sale, and the premises are being sold in "AS IS" condition, subject to all known and unknown defects, and subject to all applicable laws.
5. The premises may be subject to federal and state laws regarding lead-based paint. A standard information package issued by the Department of Public Health, including a form notice certificate, will be attached to the Memorandum of Sale. The successful bidder, prior to signing the Memorandum of Sale, will be required to sign the notice certificate as prepared by

the Mortgage Holder. Copies of such notice certificate and the information package are here for anyone to inspect prior to the bidding.

6. Except for the Mortgage Holder's representations contained in the lead paint notice certificate referred to above, no representations or warranties of any kind whatsoever are made by or on behalf of the Mortgage Holder with respect to the premises, including, without limitation, any warranty or representation as to (a) condition, construction, or fitness for habitation, (b) the presence or absence of asbestos, urea formaldehyde, lead paint, radon gas, oil or other hazardous materials, or aboveground or underground storage tanks, (c) compliance or non-compliance with any law, including, without limitation, any federal, state or local law relating to environmental, zoning, building or occupancy matters, or (d) zoning, state of title, utilities, tenants or occupants, or other matters.

7. The successful bidder shall be responsible for complying with all laws applicable to any onsite sewage disposal system, including, without limitation, Title V of the State Environmental Code, and is specifically hereby notified of, and shall be responsible for complying with, the inspection and upgrade requirements contained in Sections 15.300 through 15.305 of Volume 310 of the Code of Massachusetts Regulations, if applicable.

8. A municipal lien certificate dated June 8, 2012, has been obtained from the city collector's office, and copies are available for inspection prior to the bidding.

No representations or warranties are made by or on behalf of the Mortgage Holder as to the accuracy, completeness or usefulness of the foregoing or as to the extent to which such amounts constitute a lien against the premises. All municipal taxes and other municipal charges, together with all interest, fees and costs relating thereto through the date of payment, shall be the responsibility of the successful bidder.

9. The premises are also being sold subject to the following matters of record with the Hampden County Registry of Deeds, to the extent presently applicable and in effect against the premises and having priority over the mortgage being foreclosed upon today:

- a. Rights and easements granted to Turner Falls Power & Electric Company, as set forth in instrument dated 7/10/41 and recorded with said Registry at Book 1717, Page 502.
  - b. Rights and easements granted to United Electric Light Company, as set forth in instrument dated 7/10/41 and recorded with said Registry at Book 1717, Page 504.
  - c. Rights and easements granted to Amherst Power Company, as set forth in instrument dated 7/31/12 and recorded with said Registry at Book 863, Page 42.
  - d. Rights and easements granted to Agawam Electric Company, as set forth in instrument dated 6/30/16 and recorded with said Registry at Book 955, Page 145.
  - e. Rights and easements granted to Agawam Electric Company, as set forth in instrument dated 9/17/16 and recorded with said Registry at Book 955, Page 459.
  - f. Water pipeline rights as shown in deed recorded as Book 1792, Page 562.
  - g. Highway taking by the Town of Agawam as set forth in instrument dated 10/4/49 and recorded with said Registry in Book 2013, Page 337.
  - h. Discontinuance of Springfield Street by Town of Agawam as set forth in instrument dated 8/28/53 and recorded with said Registry in Book 2262, Page 139.
10. This sale includes a 5% Buyer's Premium, which means the successful bidder, other than the Mortgage Holder or its affiliate, will be responsible for paying, in addition to the amount bid, a Buyer's Premium equal to 5% of such bid amount.
11. The Mortgage Holder, or its affiliate, may bid at this sale, and if either is the successful bidder, neither shall be required to pay any deposit. The Mortgage Holder, or its affiliate, may also withdraw its bid at any time.
12. All information as shown in the Auctioneer's circulars or published advertisements for this sale has been compiled for the convenience and assistance of the successful bidder, and while the information is assumed to be reasonably correct, it is not guaranteed or warranted by the Auctioneer or the Mortgage Holder or any of their representatives.
13. From and after this date, the successful bidder shall have the sole risk of loss and the Mortgage Holder shall have no responsibility for maintaining insurance on the premises. In the

event the premises are hereafter damaged by fire or other casualty, the successful bidder shall remain obligated to consummate the sale without any reduction in the purchase price.

14. In the event the Mortgage Holder cannot convey title to the premises as stipulated, the deposit, including any additional deposit thereafter made, shall be refunded and all rights under the Memorandum of Sale shall cease and the successful bidder shall have no recourse against the Mortgage Holder or its employees, agents or representatives, whether at law or in equity.

15. The premises will be conveyed by the usual statutory form foreclosure deed under the statutory power of sale, such deed to be delivered contemporaneously with the Mortgage Holder's timely receipt of full payment pursuant to the Memorandum of Sale. No adjustments of any kind shall be made to the purchase price. The successful bidder will be responsible for its own closing costs and all Massachusetts document tax stamps and recording fees applicable to the purchase of the premises. The acceptance of the Mortgage Holder's foreclosure deed by the successful bidder, or any successor in interest, shall be deemed to be a full performance and discharge of all obligations of the Mortgage Holder to the successful bidder, and any successor in interest, in connection with this sale.

16. The successful bidder will be required to sign this document when signing the Memorandum of Sale and, by doing so, the successful bidder will be acknowledging that the successful bidder agrees to the foregoing terms and conditions.

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Successful Bidder's signature



State Tax Form 290  
 Certificate: 11312  
 Issuance Date: 06/08/2012

MUNICIPAL LIEN CERTIFICATE  
 Town of Agawam  
 COMMONWEALTH OF MASSACHUSETTS

Requested by MICHAEL S. GOVE

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 are listed below. I have no knowledge of any other outstanding amount that constitutes a lien.  
 NOTE: Real estate taxes are subject to the Community Preservation Act Surcharge under MGL Ch 44B S 4 (C); MGL Ch 60. All unpaid balances are subject to interest to date received by Collector, plus demand fee. Water & Sewer charges beyond the six month period ending stated below are not available. Please contact Water Dept. For current charges. Please contact Collector's Office for updated figures.

DESCRIPTION OF PROPERTY

Parcel ID: J15-02-0002

80 SPRINGFIELD ST

ARROYO EDUARDO JR  
 80 SPRINGFIELD ST  
 AGAWAM MA 01001

Land area : 1.80 AC  
 Land Value : 252,100  
 Impr Value : 297,600  
 Land Use : 0  
 Exemptions : 0  
 Taxable Value: 549,700

Deed date: 03/09/2006 Book/Page: 15748-331  
 Class: 101-RES

FISCAL YEAR	2012	2011	2010
DESCRIPTION			
CPA SURCHARGE	\$79.16	\$0.00	\$0.00
RESIDENTIAL REAL ESTATE TAX	\$7,915.68	\$0.00	\$0.00
SEWER LIEN INTEREST	\$449.06	\$0.00	\$0.00
SEWER LIEN PRINCIPAL	\$3,961.44	\$0.00	\$0.00
WATER LIEN INTEREST	\$397.92	\$0.00	\$0.00
WATER LIEN PRINCIPAL	\$3,517.54	\$0.00	\$0.00
TOTAL BILLED:	\$16,320.80	\$0.00	\$0.00
Charges/Fees	\$5.00	\$0.00	\$0.00
Abatements/Exemptions	\$0.00	\$0.00	\$0.00
Payments/Credits	\$0.00	\$0.00	\$0.00
Interest to 06/08/2012	\$936.09	\$0.00	\$0.00
TOTAL BALANCE DUE:	\$17,261.89	\$0.00	\$0.00
TOTAL INTEREST PER DIEM:	\$15.4293		
OTHER UNPAID BALANCES:			
Tax Title 2011-2011	\$23,353.62		

WATER/SEWER ACCOUNT 22900080 WATER DUE 1701.80 SEWER DUE 2141.28 FINES DUE 681.58 AND WATER/SEWER ACCOUNT 22900081 WATER DUE 181.80 SEWER DUE 221.48 FINES DUE 61.96 AND WATER/SEWER ACCOUNT 22900083 WATER DUE 941.80 SEWER DUE 1179.36 FINES DUE 367.34 THROUGH SIX MONTH PERIOD ENDING 03/31/2012. PLEASE CALL THE WATER DEPT FOR A FINAL READING.

*Laurel A. Placzek*

LAUREL A PLACZEK  
 TREASURER/COLLECTOR

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE

AUCTIONEER'S MEMORANDUM OF SALE AT PUBLIC AUCTION

The undersigned \_\_\_\_\_ of \_\_\_\_\_ (the "BUYER") hereby acknowledges that BUYER has this day purchased at a Mortgagee's Sale of Real Estate at Public Auction from Aaron Posnik & Co., Inc. (the "AUCTIONEER"), as agent for TD Bank, N.A. (the "SELLER"), that certain real estate (the "Premises") known as 80 Springfield Street, Agawam, Massachusetts and more fully described in the Mortgagee's Notice of Sale of Real Estate notice attached hereto (the "Sale Notice"), for the sum of \$ \_\_\_\_\_ (the "Purchase Price"), which amount represents the BUYER's successful bid of \$ \_\_\_\_\_ (the "Bid Amount") plus a five percent (5%) Buyer's Premium of \$ \_\_\_\_\_ (the "Buyer's Premium Amount")

No personal property of any nature is included in this sale.

BUYER agrees to be bound by, and to comply with, and that the Premises are being sold subject to, the terms and conditions as stated in this Memorandum of Sale and the Sale Notice and also the additional terms and conditions read by the Auctioneer at the sale, a copy of which is attached hereto (the "Additional Terms and Conditions").

BUYER has this day paid to SELLER \$10,000 as a non-refundable deposit on the sale, with an additional deposit in the amount of \$ \_\_\_\_\_ to be paid by BUYER to SELLER in accordance with the terms and conditions of the sale. Said deposit(s) shall be forfeited to the use of SELLER if BUYER fails to comply with any of the terms and conditions of the sale. Any such forfeiture shall not relieve BUYER of any liability under this agreement.

The balance of the Purchase Price is due and payable at the office of Cooley, Shrair P.C., at 1380 Main Street, Springfield, Massachusetts, as counsel for the SELLER, on or before July 30, 2012, by certified or bank check or other form acceptable to SELLER, and contemporaneous with a timely receipt by SELLER of such payment, SELLER shall convey the Premises to BUYER by delivery to BUYER of a statutory form foreclosure deed under the statutory power of sale (M.G.L. c. 183, Appendix Form 11) from SELLER. Time is of the essence of this agreement.

In addition to the Purchase Price, BUYER assumes and agrees to pay all real estate taxes, water and sewer bills, municipal liens, tax titles, betterments, and assessments applicable to the Premises and, in addition to BUYER's own closing costs, all Massachusetts document tax stamps and recording charges applicable to this sale.

BUYER acknowledges that BUYER has not been influenced to enter into this transaction by, nor has BUYER relied upon, any warranty or representation of the SELLER or AUCTIONEER not expressly set forth or incorporated in this Memorandum of Sale.

BUYER also understands that SELLER will not accept any personal offer to purchase (i.e. any personal bid) from any individual that is an employee of TD Bank, N.A. or any of its subsidiaries or affiliated corporations and that BUYER, by signing below, hereby certifies to

SELLER that BUYER is not employed by TD Bank, N.A. or any of its subsidiaries or affiliated corporations.

AUCTIONEER acknowledges that SELLER has this day received from BUYER the \$10,000 non-refundable deposit and that the Premises were this day sold by AUCTIONEER at public auction for the Purchase Price noted above, subject to the terms and conditions contained herein and in the attached Sale Notice and Additional Terms and Conditions.

Signed as a sealed instrument on this 28<sup>th</sup> day of June, 2012.

BUYER:

\_\_\_\_\_  
Buyer's Signature

AUCTIONEER:

AARON POSNIK & CO., INC.

By: \_\_\_\_\_  
Name:  
Title: