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BIDDER'S INFORMATIONAL PACKAGE

785 NORTH ROAD WESTFIELD, 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 F. LAVALLEY d/b/a THE AUCTION HOUSE, to BERKSHIRE BANK, dated January 30, 2008, recorded at Hampden County Registry of Deeds in Book 17137, Page 2, 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 Friday, the 27th day of July, 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:

785 NORTH ROAD, WESTFIELD, MA 01085

PROPERTY ADDRESS: 785 North Road, Westfield, Massachusetts

Certain real estate situated in Westfield, Hampden County, Massachusetts, consisting of 3.10 acres more or less, shown on a plan entitled "Land of Eugene D. and Janet M. Bryan" recorded in Hampden County Registry of Deeds in Plan Book 146, Page 31; said lot being more particularly bounded and described as follows:

Beginning at a point on the southerly side of a highway leading to Holyoke, called North Road, said point being twenty-nine and 11/100 (29.11) feet northwest of a Massachusetts Highway Bound (MHB) situate along said North Road; thence running

N. 76° 31' 08" W. along said North Road, a distance of Three Hundred Nine and 58/100 (309.58) feet to a point; thence

S. 08° 34' 06" E. a distance of Eight Hundred Seventy-Seven and 66/100 (877.66) feet by land now or formerly of DEC Realty Trust; thence

S. 79° 30' 00" E. a distance of Twenty-Two and 43/100 (22.43) feet by land of the City of Westfield, Barnes Municipal Airport, to a point; thence

N. 10° 30' 00" E. a distance of Eight Hundred Thirteen and 40/100 (813.40) feet by land of the City of Westfield Barnes Municipal Airport, to the place of beginning.

SUBJECT to avigation rights in City of Westfield as set forth in an instrument dated June 28, 1951 and recorded in Hampden County Registry of Deeds in Book 2122, Page 78.

SUBJECT to rights of Turners Falls Power and Electric Company as set forth in instrument dated March 31, 1917 and September 20, 1919 and recorded as aforesaid in Book 979, Page 141 and Book 1029, Page 458, respectively insofar as the same may be In force and applicable.

SUBJECT to easement rights to Western Mass Electric Company under instrument dated March 17, 1943 recorded as aforesaid in Book 1757, Page 45, if applicable.

BEING the same premises conveyed to Mark LaValley by Deed of David Gruszka dated January 18, 2007 and recorded in Hampden County Registry of Deeds on January 18, 2007 in Book 16454, Page 200.

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.

Seven Thousand Five Hundred Dollars (\$7,500) ("Initial Deposit") 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, and an additional sum ("Additional Deposit"), also in cash or by certified check, in an amount such that the total deposits, including the initial deposit, totals Ten percent (10%) of the purchase price, shall be due and payable within five (5) business days of the sale. The balance to be paid in cash or by certified check within twenty (20) business days of the date of sale.

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 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 thirty (30) 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.

BERKSHIRE 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

Seven Thousand Five Hundred Dollars (\$7,500) received from Buyer by **BERKSHIRE BANK**, as earnest money to be applied to the purchase price of real estate located at **785 NORTH ROAD, WESTFIELD, MASSACHUSETTS 01085**, sold this day under a power of sale contained in a mortgage given to Berkshire 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; BERKSHIRE BANK, has no knowledge as to the physical condition or use of the Premises or the compliance of the Premises with the provisions of any Federal, state or local rule, regulation, statute or ordinance, including, without limitation, Title V; and the Seller makes no representations or warranties expressed or implied of any type, kind, character or nature whatsoever relating to the Premises, including as to condition, use, zoning or environmental matters; and the Buyer agrees to accept the Premises in its "AS IS" condition. Environmental Site Assessment is the responsibility of the Buyer.

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).

The Buyer acknowledges that there may have occurred the use, storage, disposal, transportation, release or threat of release of hazardous or toxic materials or substances on, or in connection with, the Premises and that the Premises may not be in compliance with applicable environmental laws, including, without limitation, the Massachusetts Oil and Hazardous Material Release Prevention Response Act (M.G.L.c.21E), Comprehensive Environmental Response

Compensation and Liability Act (42 U.S.C. §9601 et. seq.) and other federal, state and local laws and regulations, and any judicial or administrative decree or decisions. The Buyer hereby releases the Mortgagee from any and all liability in connection with any environmental claims, of any kind or nature, which may arise in connection with, or relating to the Premises and agrees to indemnify and defend the Mortgagee in connection with any such claim which may be asserted against the Mortgagee hereinafter.

Seven Thousand Dollars (\$7,500) ("Initial Deposit") 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, and an additional sum, also in cash or by certified check, in an amount such that the total deposits, including the initial deposit, totals ten percent (10%) of the purchase price, shall be due and payable within five (5) business days of the sale. The Buyer agrees to pay the balance of said purchase price shown below within twenty (20) days from the date of this agreement at the offices of Doherty Wallace, Pillsbury and Murphy, One Monarch Place, Suite 1900, 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 BERKSHIRE 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, BERKSHIRE 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 BERKSHIRE 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 thirty (30) days of said written notice. The Seller 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

PRINT NAME: _____

ADDRESS _____

TEL # _____

Buyer's Bid \$ _____

Initial Deposit \$ 7,500.00

Add'l. Deposit \$ _____ by 8/3/12 (combined total 10%)

Balance Due \$ _____ by 8/24/12

+5% Buyer's Premium _____

BERKSHIRE BANK,

BY: _____

DATED: _____

State Tax Form 290
Certificate: 33
Issuance Date: 07/10/2012

MUNICIPAL LIEN CERTIFICATE
CITY OF WESTFIELD
COMMONWEALTH OF MASSACHUSETTS

Requested by DOHERTY, WALLACE, PILLSBURY AND MURPHY

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 07/09/2012 are listed below.

DESCRIPTION OF PROPERTY

Parcel ID: 072R006700000

785 NORTH RD

ROMAN, MATTHEW W, TRUSTEE OF THE
MATTHEW W ROMAN RESULTING TRUST
1291 EAST MOUNTAIN RD
WESTFIELD MA 01085

Land area : 3.10 AC
Land Value : 141,300
Impr Value : 325,300
Land Use : 0
Exemptions : 0
Taxable Value: 466,600

Deed date: 03/16/2011 Book/Page: 18706/0110
Class: 3220-DEPT STORE

FISCAL YEAR	2013	2012	2011
DESCRIPTION	(PRELIMINARY 2 QTRS)		
COMMUNITY PRESERVATION ACT	\$.00	\$141.66	\$135.92
COMMERCIAL REAL ESTATE TAX	\$7,082.99	\$14,165.98	\$13,592.06
STORMWATER LIEN	\$.00	\$640.00	\$.00
TOTAL BILLED:	\$7,082.99	\$14,947.64	\$13,727.98
Charges/Fees	\$.00	\$5.00	\$5.00
Abate ments/Exemptions	\$.00	\$.00	\$.00
Payments/Credits	\$.00	\$.00	\$.00
Interest to 07/17/2012	\$.00	\$1,187.53	\$3,031.36
TOTAL BALANCE			
DUE TO 07/17/12:	\$3,541.50	\$16,140.17	\$16,764.34

NOTE: Actual 2013 taxes not yet issued.

TOTAL INTEREST PER DIEM: \$23.8529

OTHER UNPAID BALANCES:
Tax Title 2009-2010 \$29,651.77
2012 UTILITY BILLING \$640.00

For all SEWER, WATER and WASTE MANAGEMENT billing information and/or FINAL READS, please call WATER RESOURCES DEPARTMENT at (413)572-6269.

GAS & ELECTRIC: \$1,461.88 DUE NOT FINAL BILLS
(Payable to Westfield Gas & Electric, 100 Elm Street, Westfield, MA)

REAL ESTATE PARCELS are subject to SUPPLEMENTAL TAX ASSESSMENTS under M.G.L. Chapter 59 Sec 2D.

All other amounts listed above are to be paid to the Collector. I have no knowledge of any other outstanding amount that constitutes a lien.



MICHAEL J. MCMARON
CITY COLLECTOR

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUES