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BIDDER'S INFORMATIONAL PACKAGE 10 EAST MAIN STREET HUNTINGTON, 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 Michael J. Curry and Deborah E. Curry to The Bank of Western Massachusetts, said mortgage being dated August 10, 2005 and recorded with the Hampshire County Registry of Deeds in Book 8386, Page 82, of which mortgage the undersigned is the present holder, for breach of the conditions of said mortgage and for the purpose of foreclosing same, will be sold at public auction at 11:00 a.m. on the 23rd day of August, 2012, upon the premises located at 10 East Main Street, Huntington, Hampshire County, Massachusetts, all and singular, the premises described in said mortgage, to wit:

Exhibit "A"

Certain real estate situated in Huntington, County of Hampshire, Massachusetts, together with the improvements thereon and bounded and described as follows:

Northerly	by Crescent Street, so-called;
Easterly	by land now or formerly of one Axtell;
Southerly	by the highway leading from Huntington to Worthington and
Westerly	by a street called Pleasant Street, running from highway to and past the residence formerly occupied by Helen Cole;

Being the same premises described in deed of Westfield Savings Bank to Gene E. Washburn and Lorna S. Washburn, dated October 16, 1986 and recorded in Hampshire County Registry of Deeds, Book 2827, Page 144. See also Book 3497, Page 30; Book 3666, Page 136; Book 5367, Page 218; Book 5713, Page 295 and deed of Gene E. Washburn and Lorna S. Washburn to Donald E. Washburn, dated January 7, 2000 and recorded in Hampshire County Registry of Deeds, Book 5867, Page 38.

Terms of Sale:

Said premises will be sold and conveyed subject to all unpaid taxes, tax titles, municipal liens and assessments and other liens and encumbrances of record, if any, which may take precedence over the said mortgage described.

TEN THOUSAND AND 00/100 (\$10,000.00) DOLLARS must be paid in cash, certified check, bank treasurer's check or cashier's check at the time and place of sale by the purchaser, and the balance of the purchase price shall be paid in cash, certified check, bank treasurer's check or cashier's check within twenty-one (21) days after the sale date, and shall be deposited in escrow with Peter D. Jordan, Esq., 95 State Street, Springfield, Massachusetts. The deed shall be delivered and recorded on or before the thirtieth (30th) day following the sale. The purchaser will be responsible for all closing costs, state documentary stamps and recording fees.

The Mortgagee reserves the right to sell the property to the second highest bidder at the sale in the event of a default by the successful bidder.

The time for performance hereunder may be extended by the Mortgagee, in its sole and exclusive discretion whether as to the obligations of the Purchaser or the Mortgagee.

Other terms and conditions will be announced at the sale.

PEOPLE'S UNITED BANK, SUCCESSOR
TO THE BANK OF WESTERN
MASSACHUSETTS
Present Holder of Said Mortgage
By Its Attorney-In-Fact

By: _____
Peter D. Jordan, Esq.
95 State Street, Ste. 1010
Springfield, MA 01103
Tel. (413) 737-8266

MEMORANDUM OF SALE

SEE EXHIBIT A ATTACHED HERETO AND MADE PART HEREOF
FOR LEGAL PUBLICATION

The other terms to be announced at the sale are as follows:

The auctioneer may require the successful bidder, other than the mortgagee to deposit the required deposit with the auctioneer, which deposit shall be retained by the mortgagee if the successful bidder shall refuse to sign this Memorandum of Sale or if, after signing, the successful bidder does not perform his or her obligations hereunder. If the deposit is so retained, it shall become the property of the mortgagee as seller under this agreement and shall not be applied on the mortgage debt and such retention of the deposit shall not release the successful bidder from his or her obligations hereunder, should the mortgagee decide to pursue the same, the mortgagee reserving the right to pursue and/or cease to pursue any and all other rights, remedies, and courses from time to time available, with the purchaser being liable for all costs incurred by the mortgagee in pursuit of said rights and/or remedies, including without limitation, reasonable attorney's fees.

The premises shall be conveyed by the usual mortgagee's deed under the statutory power of sale, subject to the foregoing, and in addition, subject to any and all unpaid taxes, tax titles, tax liens, water and sewer rates and any other municipal assessments or liens, and any prior liens and encumbrances of record. The successful bidder shall be responsible for compliance with all health, safety and environmental laws and regulations. The purchaser shall be responsible for obtaining a smoke detector certificate of compliance, if applicable.

The premises are being sold subject to outstanding taxes and municipal liens owing to the Town of Huntington, Massachusetts. Without providing warranties as to the extent of the taxes owing, on information and belief, there are a total of approximately \$630.00 owing in municipal liens, plus accrued interest to date of sale.

The sale shall not be deemed complete until the successful bidder shall have made his or her deposit and signed this Memorandum of Sale. Papers are to be passed and the balance of the consideration is to be paid at the offices of Peter D. Jordan, Esq., 95 State Street, Springfield, Massachusetts 01103, on or before 11:00 a.m. on the twenty-first (21st) day following the sale, provided that such day is one on which the Hampden County Registry of Deeds is open for business, and if not, then on the next day on which such Registry is open for business. Time is of the essence of this agreement, with respect to the obligations of the purchaser hereunder.

The mortgagee expressly reserves the right to terminate this memorandum of sale prior to the date of closing in its sole discretion for any reason, including without limitation, defects in the chain of title, account status or balance, foreclosure procedure, missing documentation, invalidity of sale under applicable law or otherwise, and in such event, the memorandum of sale shall be terminated by the mortgagee without recourse to the parties hereto, and the successful bidder's full deposit will be refunded.

This memorandum shall constitute the entire agreement of the parties, and no modifications, waivers or alterations of the terms hereof shall be valid and enforceable, unless in writing and executed by the party to be charged.

The undersigned purchaser acknowledges that no representations or warranties of any kind whatsoever, other than as set forth in the foregoing advertisement, have been made by or on behalf of the mortgagee concerning zoning, state of title, utilities, permits, condition of the premises, or otherwise.

At the sale held under the above notice and terms, the premises have been sold to the undersigned purchaser for _____ DOLLARS, which purchaser has made the deposit and hereby agrees to pay the balance of the consideration, as above provided.

Executed under seal this 23rd day of August, 2012.

By: _____
Purchaser

Address

By: _____
Auctioneer, for and on behalf of
People's United Bank, Successor to
The Bank of Western Massachusetts

STATE TAX
FORM 290

THE COMMONWEALTH OF MASSACHUSETTS
Town of Huntington
Office of the Collector of Taxes

Certificate of Municipal Liens
GEN. LAWS CHAP. 60, SEC. 23
AS AMENDED, CHAP. 250, 1987

Requested By:
Peter D. Jordan, Attorney at Law
95 State Street, Suite 1010
Springfield, MA 01103

Certificate # 486
Cert Date 08/07/2012

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 08/07/2012 are listed below

DESCRIPTION OF REAL ESTATE

Map/Parcel	Land	38,700	Land Area	21,780	Book	8386
H2 94 0	Building	115,400	Cert #	0	Page	80
	Other	11,200	Doc #	0	Deed Date	08/10/2005
Unit	Total	165,300				
District	0					

Name of person assessed CURRY MICHAEL J
Location of Property 10 E MAIN ST

Interest thru 08/07/2012

Year	Description	Total Billed	Balance	Interest	Demand & Fees	Total Due	PerDiem
2013	RE Q2	624.84	624.84	0.00	0.00	624.84	0.00
2013	RE Q1	624.84	0.00	0.00	5.00	5.00	0.00
2012	RE	2,745.91	0.00	0.00	0.00	0.00	0.00
2011	RE	2,201.93	0.00	0.00	0.00	0.00	0.00
	Total Taxes	6,197.52	624.84	0.00	5.00	629.84	0.00
	Property Total	6,197.52	624.84	0.00	5.00	629.84	0.00

I have no knowledge of any other lien outstanding. All of the amounts listed are to be paid to the Collector.

RE Bill Number: 953

Unpaid utility and other charges

PER DIEM AFTER 08/07/2012 0.00 TOTAL DUE 629.84


Andrea McKinnick

Collector of taxes for Town of Huntington

NAME OF CITY OR TOWN