## **TABLE OF CONTENTS**

### BIDDER'S INFORMATIONAL PACKAGE

## 59 PARSONAGE ROAD PLYMPTON, MASSACHUSETTS

DESCRIPTION	PAGE#
MORTGAGEE'S SALE OF REAL ESTATE	1-5
MEMORANDUM OF SALE	6-10
EXHIBITS TO MEMORANDUM OF SALE	11-18
MUNICIPAL LIEN CERTIFICATE	19

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### MORTGAGEE'S SALE OF REAL ESTATE

Premises: 59 PARSONAGE ROAD, PLYMPTON, MASSACHUSETTS

By virtue and in execution of the Power of Sale contained in a certain mortgage given by PATRICIA R. PINA and KAC ASSOCIATES, LLC to HENRY LEWANDOWSKI and LAURANCE WOLLANIN, said mortgage dated October 10, 2002 and recorded with the PLYMOUTH COUNTY REGISTRY OF DEEDS in Book 23164, Page 259, and registered with the Plymouth County Registry District of the Land Court as Document No. 517166, and noted on Certificate of Title No. 102238, of which mortgage the undersigned is the present holder, for breach of the conditions in said mortgage contained and for the purpose of foreclosing the same will be sold at Public Auction at 11:00 a.m. on February 10, 2012, upon the mortgaged premises at 59 Parsonage Road, Plympton, Massachusetts, bounded and described as follows:

Those certain parcels of land on the Easterly side of Parsonage Road in Plympton, Plymouth County, Massachusetts bounded and described as follows:

### Parcel I (Registered Land):

That certain parcel of land situate in Plympton, in the County of Plymouth, and said Commonwealth of Massachusetts, bounded and described as follows:

Northwesterly by Parsonage Road two hundred twenty-four and 98/100 (224.98) feet;

Northeasterly by land now or formerly of Nathaniel A. Sherman, et al, Trustees, four hundred sixty-six and 48/100 (466.48) feet;

Southeasterly by a line crossing the Winnetuxet River about forty (40) feet;

Southerly and Southeasterly by land now or formerly of the Town of Plympton, being the southerly and southeasterly bank of said Winnetuxet River;

Easterly by a Brook on said Town of Plympton land;

Southeasterly about fifty-two and 45/100 (52.45) feet;

Southwesterly thirty-three (33) feet; and

Easterly fifteen and 12/100 (15.12) feet by land now or formerly of Walter B. Blanchard; and

Southwesterly by said Blanchard land and by land now or formerly of Roy L. Keith three hundred ninety-eight and 63/100 (398.63) feet.

All of said boundaries except the water lines are determined by the Court to be located as shown on Plan No. 15474A, which is filed with Certificate of Title No. 7369, the same being compiled from a plan drawn by W. G. Ford, Civil Engineer, Dated June 1933, and additional date on file in the Land Registration Office, all as modified and approved by the Court; and the above described land is shown as Parcel A on sheet 1 of said plan.

### PARCEL II (Unregistered Land):

The land in said Plympton, Plymouth County, Massachusetts, with the buildings thereon, situated on the Easterly side of Parsonage Road, containing about twenty acres, bounded and described as follows:

On the north by land now or formerly of Morse Brothers;

East by land now or formerly of John Raymond and Bullock Thread & Twine Co.;

South by land now or formerly of Gustavus Ellis; and

West by Parsonage Road.

Also, a certain lot of land situated in said Plympton and bounded and described as follows:

Beginning by the highway between the dwelling house now or formerly of William Fuller and the Winnetuxet River at a point where the wall which is the Northerly and Easterly bound of said lot of land meets the highway;

Thence South 69 1/2 degrees east by said wall to a corner;

Thence North 28 degrees East by said wall to a corner;

Thence South 67 degrees East by said wall;

Thence South 58 degrees East by said wall;

Thence South 64 ½ degrees East by said wall to corner;

Thence South 12 degrees West by said wall;

Thence by said wall, South to a stone monument, standing on the bank of the Winnetuxet River, which is a corner bound of land formerly owned by Jenkins Brothers and Co.;

Thence in the line of said Jenkins Brothers & Co. on the bank of said river downstream to a stone monument standing on the bank of the River, thence North 75 degrees West to the highway;

Thence by the highway North 33 1/2 degrees East to the bound first mentioned and containing by estimation seven acres, more or less.

### Parcel III (Unregistered Land):

A certain parcel of land in Plympton, Plymouth County, Massachusetts, bounded and described as follows:

A certain piece of pasture land in Plympton, containing eight and three-quarters (8 3/4) acres, more or less, and bounded as follows:

Beginning at the Northwest corner of said lot by the highway leading from Plympton Green to North Carver, on the Northerly side of Winnetuxet River, near Jenkins factory at a stake in the fence in William Ellis' line;

Thence by William Ellis' land Westerly to land now for formerly of heirs of Joshua Thompson;

Thence Southerly by said land of said Thompson heirs to the Factory Pond;

Thence Northerly and Easterly by said pond and land now or formerly of Gustavus Ellis to the aforesaid highway and by said highway to the point of beginning.

### Parcel IV (Unregistered Land):

A certain parcel of land in said Plympton, Plymouth County, Massachusetts, bounded and described as follows:

Beginning at a stake on the Westerly side of Main Street;

Thence South 14 degrees and 5' West part of the way in the line of an old wall 42 rods and 9 links to stake for a corner in a wall;

Thence South 87 degrees West, 6 rods and 16 links in line of an old wall to the pond;

Thence running to the bound first mentioned and beginning anew-running North 73 degrees and 12' West, 12 rods and 2 links to a stake;

Thence South 19 degrees West part of the way in line of an old wall, 35 rods, to the pond;

Thence by the shore of the pond, Southeasterly to the end of the line hereinbefore described as running South 87 degrees West, 6 rods and 16 links and containing 3 acres and 55 rods more or less.

### Parcel V (Unregistered Land):

A certain parcel of land on the Easterly sideline of Parsonage Road in Plympton, Plymouth County, Massachusetts and shown on a Plan entitled "Land of Marjorie J. Wiseman, Parsonage Road and Main St., Plympton, Massachusetts, Scale 1" = 80', Dated April 4, 1997,

Norfolk/SNB, Consulting Engineers & Land Surveyors, 128 Main Street, Unit A.A., Carver Square, Carver, MA.", said parcel being bounded and described as follows:

Beginning at a concrete bound with a drill hole, which concrete bound is situated North 48 degrees 55' 47" East, a distance of 82.24 feet from a Concrete Highway Bound on the Southeasterly side of Parsonage Road;

Thence running South 55 degrees 06' 23" East, a distance of 466.48 feet, by Lot A and land of Marjorie Wiseman, to the Winnetuxet River;

Thence turning and running South 33 degrees 17' 47" West a distance of 40 feet more or less, crossing the Winnetuxet River to the Southerly bank of said River;

Thence turning and running in a general Northeasterly direction along the Bank of a Waistway, so called, belonging to the Winnetuxet River, a distance of 327 feet more or less;

Thence turning and running in a Northerly direction, a distance of 43 feet more or less to the Northerly bank of the Winnetuxet River;

Thence turning and running North 69 degrees 21' 59" West, along a stone wall and land of Marjorie J. Wiseman, a distance of 607.12 feet to the Southeasterly sideline of Parsonage Road;

Thence turning and running South 41 degrees 15' 38" West, a distance of 98.91 feet to the point of beginning, and containing 2.40 acres, more or less.

TERMS OF SALE: Said premises will be sold and conveyed subject to all unpaid taxes, tax titles, municipal liens and assessments, if any, which take precedence over the said mortgage above described. It shall be the bidder's sole responsibility to ascertain all items described in this paragraph and no representations are made concerning compliance with applicable zoning, building, sanitary or other state and/or municipal regulations.

To qualify as a bidder, an initial deposit of Twenty-Five Thousand (\$25,000.00) Dollars (the "Initial Deposit") of the purchase price must be paid in cash, certified check, bank treasurer's or cashier's check at the time and place of the sale. Within five (5) business days after the sale, the successful bidder shall pay an additional deposit sufficient to bring the aggregate deposit up to an amount equal to ten (10%) per cent of the auction price.

The deposit shall be paid by the successful bidder to Murphy McCoubrey ("Escrow Agent") as earnest money, by certified or bank cashier's check, unless otherwise announced at the sale. Said deposit shall be retained by the Escrow Agent as liquidated damages in the event that the successful bidder fails to perform and as a result does not consummate the sale. The successful bidder will be required to pay the balance of the purchase price plus a five (5%) percent buyer's premium payment, in addition to the bid price, within thirty (30) days from the date of sale. TIME WILL BE OF THE ESSENCE.

In the event that the successful bidder at the public auction shall default in

purchasing the within described property according to the terms of this Notice of Mortgagee's Sale and/or the terms of the Memorandum of Sale executed at the public auction, the Mortgagee reserves all of its rights against such successful bidder and in addition, the Mortgagee may, at its election, purchase the property for the amount bid by the successful bidder or sell the property to the second highest bidder at the public auction, provided that the Mortgagee in its discretion may require, (i) said second highest bidder to deposit with the Escrow Agent in the amount of the required deposits as set forth herein within three (3) business days after written notice to the second highest bidder of the default of the previous highest bidder, (ii) the second highest bidder to execute a Memorandum of Sale and (iii) the closing to occur within twenty (20) days of said written notice time being of the essence.

The successful bidder shall pay all recording fees and documentary stamps in connection with the transfer of the premises, and the transfer or issuance of any licenses, all real estate taxes, tax titles, and municipal charges due as of the date of sale and those due thereafter through the date of Closing, as well as all of its costs in connection with the transaction, including but not limited to title examinations and title premiums. No adjustments whatsoever will be made, whether for taxes, municipal charges, utilities or otherwise.

The successful bidder will be required to sign at the auction sale a Memorandum of Sale containing the terms of sale.

The sale may be postponed or adjourned from time to time, if necessary, by the attorney for the mortgagee at the scheduled time and place of sale. The description for the premises contained in said mortgagee shall control in the event of a typographical error in this publication.

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

Henry Lewandowski

Present Holder of Said Mortgage

By his Attorney In-Fact

Dated: December 30, 2011

By: \_\_\_\_\_\_\_ Sabino Bilotti, Esq.

MURPHY McCOUBREY, LLP

272 Exchange Street Chicopee, MA 01013

(413) 592-6106

### MEMORANDUM OF SALE

This Memorandum of Sale is made this day of February, 2012, by and among Henry Lewandowski, an individual residing at 92 Champagne Avenue, Chicopee (the "Mortgage Holder"), Aaron Posnik & Co., Inc. of 83 State Street, Springfield, MA (the "Auctioneer") and of (the
" <u>Buyer</u> ").
1.1 MORTGAGE HOLDER'S SALE AT PUBLIC AUCTION. Pursuant to a public auction (the "Auction") conducted on February 10, 2012 by the Auctioneer on behalf of the Mortgage Holder as holder of a Mortgage Patricia R. Pina and KAC ASSOCIATES, LLC ("Mortgagor") to Mortgage Holder dated October 10, 2002, and recorded with the Plymouth County Registry of Deeds in Book 23164, Page 259, and registered with the Plymouth County Registry District of the Land Court as Document No. 517166, and noted on Certificate of Title No. 102238 (the "Mortgage") and pursuant to the Power of Sale contained therein, the Buyer, as the highest bidder, agrees to purchase the property described below in accordance with the terms hereof.
1.2 DESCRIPTION OF THE PROPERTY. The Property shall mean the following:
(a) The Property. A certain parcel of land situated at Plymouth County, Massachusetts, known as 59 Parsonage Road, Plympton, MA, as more particularly described in the Mortgagee's Notice of Sale ("Mortgagee's Notice") attached to the form of Deed and Affidavit attached as Exhibit A and incorporated herein by reference, together with the property and subject to the terms and conditions set forth in said Mortgagee's Notice (the "Property").
(b) Inaccuracy of the description of the Property and known and unknown defects SHALL NOT BE REASON FOR FAILURE ON THE PART OF THE BUYER TO COMPLETE THE SALE. The Buyer will consider the Property as sufficiently described by the descriptions available at the time of the Auction. Verbal qualifications by the Mortgage Holder or Auctioneer or their respective agents SHALL NOT INVALIDATE nor become part of this sale as THE BUYER HAS EXAMINED THE PROPERTY TO HISIHER SATISFACTION.
1.3 TRANSFER OF THE PROPERTY. The Property shall be conveyed by mortgagee's deed (Massachusetts General Laws, Chapter 183), under the statutory power of sale and delivered together with an Affidavit, such Deed and Affidavit to be substantially in the form set forth in attached as Exhibit A.
1.4 PRICE AND DEPOSIT. The bid price for which the Property has been sold to the Buyer is \$ of which \$ has been paid this day in escrow to Murphy McCoubrey ("Escrow Agent") in accordance with the terms of the Mortgagee's Notice. Within five (5) business days after the auction sale an additional deposit shall be paid by the Buyer sufficient to bring the aggregate deposit up to an amount equal to ten (10%) per cent of the auction price. The Buyer will be required to pay the balance of the purchase price plus a five (5%) percent buyer's premium in addition to the bid price, within thirty (30) days from the date of auction sale. The Mortgage Holder shall deposit such amount in a non-interest bearing account. TIME WILL BE OF THE ESSENCE.

- 1.5 BALANCE OF PRICE; CLOSING. The deed and associated papers shall be delivered and the balance of the consideration paid by certified or bank treasurer's check at the office of Murphy McCoubrey, 272 Exchange Street, Chicopee, Massachusetts at ten o'clock (10:00) A.M. on or before March 10, 2012, time being of the essence, unless Mortgage Holder otherwise agrees (the "Closing").
- 1.6 TITLE. Buyer acknowledges that it has reviewed this Memorandum of Sale, the Mortgagee's Notice, the Municipal Lien Certificate(s), and all other materials delivered at the sale (referred to collectively as the "Bidder's Package"), and agrees to purchase the Property subject to the items disclosed in such Bidder's Package.

In the event the Mortgage Holder cannot convey title to the Property as stipulated, for any reason whatsoever except the fault of the Buyer, the deposit shall be refunded and all rights hereunder shall cease, and the Buyer shall have no recourse against the Mortgage Holder or Escrow Agent or their employees, agents and representatives, whether at law or in equity; provided, however, that at the election of the Buyer and the Mortgage Holder, Buyer may accept such title as the Mortgage Holder can deliver to the Property in its then condition and to pay therefor the purchase price without deduction.

#### 1.7 RISK OF LOSS/INJURY.

- (a) Mortgage Holder shall be under no obligation to maintain casualty insurance covering the Property after the execution of this Agreement. If the Property is damaged by fire or other casualty after the date hereof and prior to the Closing, Buyer shall nonetheless accept the deed to the Property and pay therefor the full balance of the bid price. Buyer may at its expense, obtain insurance on the Property upon the execution of this Agreement to insure itself against any loss or damage occurring prior to Closing. In the event of any loss or damage has occurred to the Property prior to the execution of this Agreement, any insurance proceeds now or hereafter received for such damage shall belong to the Mortgage Holder, it being acknowledged that, except as stated herein, the Premises shall be delivered in their AS IS condition.
- (b) Neither Buyer nor any of its agents or employees shall enter upon the Property prior to Closing for any purpose without obtaining the prior written authorization of the Mortgage Holder. In the event Mortgage Holder, in its sole and exclusive discretion, permits the Buyer or its agents to enter upon the Property, Buyer indemnifies Mortgage Holder for any loss, damage, liability or expense, including reasonable attorneys' fees, incurred on account of such entry and any activity conducted by Buyer, it being acknowledged that any entry or activity shall be at the sale risk and expense of the Buyer.
- 1.8 ACCEPTANCE OF DEED. The acceptance of a deed to the Property by the Buyer shall be deemed to be a full performance and discharge or every agreement and obligation herein contained or expressed or arising out of said Auction on the part or the Mortgage Holder to be performed or observed. The Mortgage Holder shall be under no obligation to provide any certifications or affidavits to the Buyer, Buyer's lender or title company with regard to the conduct of the sale or condition of the Property.
- 1.9 CONDITION OF THE PROPERTY. THE PROPERTY IS BEING SOLD "AS IS", "WHERE IS", AND "WITH ALL FAULTS" AS OF THE DATE OF CLOSING.

  MORTGAGE HOLDER WILL MAKE NO AGREEMENT TO ALTER, REPAIR OR IMPROVE THE PROPERTY. MORTGAGE HOLDER AND AUCTIONEER SPECIFICALLY DISCLAIM ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR

PRESENT, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY OR ITS OPERATION, OR ANY OF THE INFORMATION CONTAINED IN THE BIDDER'S PACKAGE, EXCEPT AS SPECIFICALLY SET FORTH IN THE MEMORANDUM OF SALE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION AS TO CONSTRUCTION, FITNESS FOR HABITATION, ZONING, USE, OR CONDITION OF THE PROPERTY, OR THE EXISTENCE ON OR UNDER THE PROPERTY OF ANY OIL, HAZARDOUS WASTE, SUBSTANCES, OR MATERIALS, ASBESTOS, UREA FORMALDEHYDE FOAM INSULATION, LEAD PAINT OR ABOVE GROUND OR UNDERGROUND STORAGE TANKS FOR OIL OR OTHER MATERIALS. BUYER SHOULD INDEPENDENTLY EXAMINE, OR HAVE ITS OWN CONSULTANTS EXAMINE, ALL FINANCIAL AND LEGAL DOCUMENTS, CONTRACTS, LICENSES, PERMITS, ENVIRONMENTAL MATTERS, AND INFORMATION RELATING TO THE PROPERTY. ALL PURCHASES OF THE PROPERTY WILL BE BASED SOLELY ON BUYER'S OWN INDEPENDENT INVESTIGATIONS AND FINDINGS AND NOT IN RELIANCE ON ANY INFORMATION PROVIDED BY MORTGAGE HOLDER OR AUCTIONEER. IN THE EVENT ANY INFORMATION CONTAINED IN THE BIDDER'S PACKAGE V ARIES FROM DATA OBTAINED ELSEWHERE, THE INFORMATION CONTAINED IN THE BIDDER'S PACKAGE SHALL GOVERN, SUBJECT TO BEING UPDATED AT THE SALE.

Without limiting the generality of the foregoing, it is acknowledged as follows:

- (a) No representation or warranty is made as to whether any contracts, leases, licenses or permits (including without limitation any licenses or permits needed to operate any aspect of the Property) are in full force and effect, whether the same are transferable or assumable, or whether they terminate upon sale of the Property.
- (b) No representation is made as to the zoning or permitted use of the Property, including without limitation, whether any of the Property can be used as a residence or a multi-family dwelling
- (c) No representation is made as to whether any Certificate of Municipal Liens or any tax information is accurate or complete or whether the Property can be used for any particular purpose. Buyer assumes full responsibility with regard lo municipal charges, including without limitation, taxes and tax titles, outstanding as of the date of the foreclosure sale and those outstanding as of the Closing and for determining the proper uses for the Property.
- (d) The Buyer agrees to investigate all of the foregoing prior to the sale to its satisfaction and indemnifies and holds the Mortgage Holder harmless from all liability and expenses, including reasonable attorney's fees, incurred by Mortgage Holder on account of the condition or use of the Property.
- 1.10 BUYER'S DEFAULT; DAMAGES. The Auction sale is not complete until the Buyer has executed this Memorandum of Sale and made the required deposit. Failure of the Buyer to execute this Memorandum of Sale or failure by the Buyer to fulfill the Buyer's agreements herein, shall constitute a default hereunder. Upon Buyer's default, Mortgage Holder shall be entitled, at its election, to either retain the deposit as liquidated damages or to hold

Buyer responsible for all damages caused by its breach of contract, including, without limitation any deficiency resulting from a resale, whether to the second highest bidder, Mortgage Holder, or otherwise, together with costs of resale and any costs of maintaining or owning the Property. In the event Mortgage Holder resells the Property, Buyer shall have no claim to any excess of the eventual sale price over the amount bid.

- 1.11 ASSIGNMENT. The successful bidder may not assign the bid or its rights under this Memorandum of Sale without the prior written consent of the Mortgage Holder.
- 1.12 DEED STAMPS, DETECTORS, FEES, ADJUSTMENTS. The Buyer shall pay all recording fees and documentary stamps and sales tax in connection with the transfer of the Property, any real estate taxes, tax titles, or tax lien, and municipal charges due as of the date of this Agreement and those due from the date of this Agreement to the date of the Closing, as well as all of Buyer's costs in connection with the transaction, including but not limited to title examinations and title premiums. There shall be no adjustments whatsoever, whether for taxes, municipal charges, rent, utilities or otherwise.
- 1.13 CONSTRUCTION OF AGREEMENT. This instrument is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the Mortgage Holder and the Buyer. If two or more persons are named herein as Buyer, their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Memorandum or to be used in determining the intent of the parties.

IN WITNESS WHEREOF, the parties have executed this Memorandum in multiple counterparts as of the date first written above.

HENRY LEWANDOWSKI
BUYER
AUCTIONEER
ACCHONEER
By:

Received from the Buyer the sum of \$	as a deposit on account
of the above Memorandum, subject to the terms and c forth.	conditions of the sale hereinabove set
	MURPHY McCOUBREY
	Attorney for the Mortgage Holder
	Ву:
	<u>Exhibits</u>

A

### Exhibit A to Memorandum of Sale

### Foreclosure Deed

Henry Lewandowski and Laurance Wollanin, individuals with an address of 92 Champage Avenue, Chicopee, Massachusetts, holders of a mortgage

HENRY LEWANDOWSKI

LAURANCE WOLLANIN

# COMMONWEALTH OF MASSACHUSETTS County of Hampden

On this day of February, 2012 before me, the u appeared Henry Lewandowski, proved to me through identification, namely the person was known to me t signed on the preceding or attached document and act is duly authorized that such person signed such document and deed for its stated purpose.	h satisfactory evidence of o be the person whose name is cknowledged to me that such person
	, Notary Public
	My Commission Expires:
COMMONWEALTH OF MAS County of Hampo	
On this day of February, 2012 before me, the use appeared Laurance Wollanin, proved to me through identification, namely the person was known to me to signed on the preceding or attached document and as is duly authorized that such person signed such document and deed for its stated purpose.	satisfactory evidence of o be the person whose name is cknowledged to me that such person
	, Notary Public My Commission Expires:

## Exhibit A-1 Insert Description of Premises Sold

Those certain parcels of land on the Easterly side of Parsonage Road in Plympton, Plymouth County, Massachusetts bounded and described as follows:

### Parcel I (Registered Land):

That certain parcel of land situate in Plympton, in the County of Plymouth, and said Commonwealth of Massachusetts, bounded and described as follows:

Northwesterly by Parsonage Road two hundred twenty-four and 98/100 (224.98) feet;

Northeasterly by land now or formerly of Nathaniel A. Sherman, et al, Trustees, four hundred sixty-six and 48/100 (466.48) feet;

Southeasterly by a line crossing the Winnetuxet River about forty (40) feet;

Southerly and Southeasterly by land now or formerly of the Town of Plympton, being the southerly and southeasterly bank of said Winnetuxet River;

Easterly by a Brook on said Town of Plympton land;

Southeasterly about fifty-two and 45/100 (52.45) feet;

Southwesterly thirty-three (33) feet; and

Easterly fifteen and 12/100 (15.12) feet by land now or formerly of Walter B. Blanchard; and

Southwesterly by said Blanchard land and by land now or formerly of Roy L. Keith three hundred ninety-eight and 63/100 (398.63) feet.

All of said boundaries except the water lines are determined by the Court to be located as shown on Plan No. 15474A, which is filed with Certificate of Title No. 7369, the same being compiled from a plan drawn by W. G. Ford, Civil Engineer, Dated June 1933, and additional date on file in the Land Registration Office, all as modified and approved by the Court; and the above described land is shown as Parcel A on sheet 1 of said plan.

### PARCEL II (Unregistered Land):

The land in said Plympton, Plymouth County, Massachusetts, with the buildings thereon, situated on the Easterly side of Parsonage Road, containing about twenty acres, bounded and described as follows:

On the north by land now or formerly of Morse Brothers;

East by land now or formerly of John Raymond and Bullock Thread & Twine Co.;

South by land now or formerly of Gustavus Ellis; and

West by Parsonage Road.

Also, a certain lot of land situated in said Plympton and bounded and described as follows:

Beginning by the highway between the dwelling house now or formerly of William Fuller and the Winnetuxet River at a point where the wall which is the Northerly and Easterly bound of said lot of land meets the highway;

Thence South 69 ½ degrees east by said wall to a corner;

Thence North 28 degrees East by said wall to a corner;

Thence South 67 degrees East by said wall;

Thence South 58 degrees East by said wall;

Thence South 64 ½ degrees East by said wall to corner;

Thence South 12 degrees West by said wall;

Thence by said wall, South to a stone monument, standing on the bank of the Winnetuxet River, which is a corner bound of land formerly owned by Jenkins Brothers and Co.;

Thence in the line of said Jenkins Brothers & Co. on the bank of said river downstream to a stone monument standing on the bank of the River, thence North 75 degrees West to the highway;

Thence by the highway North 33 1/2 degrees East to the bound first mentioned and containing by estimation seven acres, more or less.

### Parcel III (Unregistered Land):

A certain parcel of land in Plympton, Plymouth County, Massachusetts, bounded and described as follows:

A certain piece of pasture land in Plympton, containing eight and three-quarters (8 <sup>3</sup>/<sub>4</sub>) acres, more or less, and bounded as follows:

Beginning at the Northwest corner of said lot by the highway leading from Plympton Green to North Carver, on the Northerly side of Winnetuxet River, near Jenkins factory at a stake in the fence in William Ellis' line;

Thence by William Ellis' land Westerly to land now for formerly of heirs of Joshua Thompson;

Thence Southerly by said land of said Thompson heirs to the Factory Pond;

Thence Northerly and Easterly by said pond and land now or formerly of Gustavus Ellis to the aforesaid highway and by said highway to the point of beginning.

### Parcel IV (Unregistered Land):

A certain parcel of land in said Plympton, Plymouth County, Massachusetts, bounded and described as follows:

Beginning at a stake on the Westerly side of Main Street;

Thence South 14 degrees and 5' West part of the way in the line of an old wall 42 rods and 9 links to stake for a corner in a wall;

Thence South 87 degrees West, 6 rods and 16 links in line of an old wall to the pond;

Thence running to the bound first mentioned and beginning anew-running North 73 degrees and 12' West, 12 rods and 2 links to a stake;

Thence South 19 degrees West part of the way in line of an old wall, 35 rods, to the pond;

Thence by the shore of the pond, Southeasterly to the end of the line hereinbefore described as running South 87 degrees West, 6 rods and 16 links and containing 3 acres and 55 rods more or less.

### Parcel V (Unregistered Land):

A certain parcel of land on the Easterly sideline of Parsonage Road in Plympton, Plymouth County, Massachusetts and shown on a Plan entitled "Land of Marjorie J. Wiseman, Parsonage Road and Main St., Plympton, Massachusetts, Scale 1" = 80', Dated April 4, 1997, Norfolk/SNB, Consulting Engineers & Land Surveyors, 128 Main Street, Unit A.A., Carver Square, Carver, MA.", said parcel being bounded and described as follows:

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Thence running South 55 degrees 06' 23" East, a distance of 466.48 feet, by Lot A and land of Marjorie Wiseman, to the Winnetuxet River;

Thence turning and running South 33 degrees 17' 47" West a distance of 40 feet more or less, crossing the Winnetuxet River to the Southerly bank of said River;

Thence turning and running in a general Northeasterly direction along the Bank of a Waistway, so called, belonging to the Winnetuxet River, a distance of 327 feet more or less;

Thence turning and running in a Northerly direction, a distance of 43 feet more or less to the Northerly bank of the Winnetuxet River;

Thence turning and running North 69 degrees 21' 59" West, along a stone wall and land of Marjorie J. Wiseman, a distance of 607.12 feet to the Southeasterly sideline of Parsonage Road;

Thence turning and running South 41 degrees 15' 38" West, a distance of 98.91 feet to the point of beginning, and containing 2.40 acres, more or less.

### Exhibit A-2 Affidavit of Sale

Henry Lewandowski named in the foregoing deed, make oath and say that the principal, interest and tax obligations mentioned in the above-described mortgage were not paid or tendered or performed when due prior to the sale,

	d the Massachusetts statutory power of sale,
by causing to be published on	, 2011,, 2011 and ony Memorial, a newspaper published or by
its title page purporting to be published in I	Plymouth, Massachusetts and having a general
	notice of which a true copy is attached hereto
	by mailing the required notices by registered
mail, return receipt requested.	
Pursuant to said notice at the time and place	e therein appointed, Henry Lewandowski, sold
the portion of the mortgaged premises desc	
Aaron Posnik & Co., Inc., of 83 State Stree	t, Springfield, Massachusetts, a licensed
auctioneer, to	for \$ bid by
said,1	for \$ bid by being the highest bid made for the mortgaged
premises at said auction.	
Executed under seal this day of Februa	ry 2012
Executed under sour this day of reorda	1, 2012.
	Henry Lewandowski
COMMONWEALTH	OF MASSACHUSETTS
	of Hampden
·	•
	me, the undersigned notary public, personally
appeared Henry Lewandowski, proved to n	·
identification, namely the person was know	
voluntarily as such person's free act and de	ent and that such person signed such document
votamarily as such person's free act and ac	ed for its stated purpose.
	N-4 D. 1.1'
	, Notary Public My Commission Expires:
	wry Commission Expires.

## Exhibit A-3

## Attach Tear Sheet of Mortgagee's Notice

State Tax Form 290 (Rev. 11/92)

CERTIFICATE NO. 779 01/17/2012

### MUNICIPAL LIEN CERTIFICATE

OFFICE OF THE COLLECTOR OF TAXES TOWN OF PLYMPTON THE COMMONWEALTH OF MASSACHUSETTS

MURPHY MCCOUBREY, ATTORNEYS AT LAW P.O.BOX 237 CHICOPEE, MA. 010114-0237

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 01/13/2012 are listed below.

DESCRIPTION OF PROPERTY - TAXES SEMI-ANNUAL
Assessed Owner: PINA PATRICIA R & KAC ASSOCIATES LLC
Location of Property: 59 PARSONAGE RD
Parcel Identification: ASSESSORS' MAP 21, BLOCK 3, LOT 10; [21/3/10/A], [21/3/10/Land Area: 36.51 Acres
Valuation: \$587,300 Class 101 Residence - Single Family
RECORDED IN LAND COURT, BOOK 23164, PAGE 249, CERTIFICATE OF TITLE# 102238

FISCAL YEAR:	2010	2011	2012
TAX  *Preliminary Actual Personal Prop DISTRICT *Preliminary Actual BETTERMENTS/SA	9,361.75	9,427.09	9,543.62
Committed Int. UTILITY LIENS Water Sewer Electric Committed Int. Collection Chg OTHER LIENS			
Community Pres Committed Int.	117.91	117.45	118.78
Collection Chg TOTAL BILLED Payments	9,479.66	9,544.54	9,662.40
Payments Abatements/Exm Charges/Fees Int. to 01/17 14.69 per diem	62.15 2,716.12	25.00 1,398.47	200.13
BALANCE DUE	12,257.93	10,968.01	9,862.53

<sup>\*</sup>PRELIMINARY TAXES generally represent no more than 50% of prior year's tax. ---->Real Estate taxes in this community are subject to the community preservation surcharge under G.L. Ch. 44B.<---

UNPAID BETTERMENTS/SPECIAL ASSESSMENTS NOT YET ADDED TO TAX: to be added. Interest from

IMPROVEMENTS VOTED FOR WHICH THERE WILL PROBABLY BE BETTERMENTS/SPECIAL ASSESSMENTS:

UNPAID UTILITY CHARGES:

OTHER UNPAID CHARGES: 2009 Tax Bal=13,702.05

	] Tl	nis	proper	ty i	s in	tax	titl	e.	Contac	t I	reasur	er for	outstanding	g (	amounts.
Al I	l o:	E the no	ne amou knowl	nts edge	list of	ed al	oove other	are out	to be standi	pai ng	ld to the amount	he Col that	lector. constitutes	a	lien.

collector of Taxes

This form approved by The Commissioner of Revenue