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BIDDER'S INFORMATIONAL PACKAGE
12 HEBERT AVENUE
NORTHAMPTON, MASSACHUSETTS

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MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by James W. Bardwell (the "Mortgagor") to People's United Bank, successor by merger with The Bank of Western Massachusetts (the "Mortgagee") dated June 6, 2003 and recorded in the Hampshire County Registry of Deeds at Book 7259, Page 23, 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 on **Wednesday, November 20, 2013, at 11:00 A.M.**, on the mortgaged premises below described, being known and numbered as 12 Hebert Avenue, Northampton, Massachusetts, more particularly described as follows:

That certain tract or parcel of land, with the buildings thereon situate on the southerly or southwesterly side of Hebert Avenue, in Northampton, Hampshire County, Massachusetts, bounded and described as follows:

Beginning on said Hebert Avenue at the northwesterly corner of the tract to be conveyed, at an iron pin and land now or formerly of the City of Northampton, thence running in an easterly direction along the southerly line of Hebert Avenue ninety-nine (99) feet more or less to land now or formerly of one Landry; thence southerly along land of said Landry sixty-one (61) feet more or less to a corner and land now or formerly of one Wade; thence westerly along land of said Wade eighty-five (85) feet more or less to a corner and land now or formerly of the City of Northampton; thence easterly along land of the City of Northampton one hundred sixteen (116) feet more or less to Hebert Avenue and the place of beginning.

Intending hereby to convey to the grantee all the land, with the buildings thereon, which I now own on the southerly or southwesterly side of Hebert Avenue however the same may be bounded and described. Together with the right to pass and repass over said Hebert Avenue in common with others.

Being the same premises conveyed in a deed from Alma V. Bardwell to James W. Bardwell dated December 11, 1995, recorded in the Hampshire County Registry of Deeds in Book 4789, Page 183.

TERMS OF SALE:

A deposit of FIVE THOUSAND AND 00/100 (\$5,000.00) DOLLARS will be required to be paid in cash or by certified check by the purchaser at the time and place of sale as an initial deposit in escrow with O'Connell, Plumb & MacKinnon, P.C., 75 Market Place, Springfield, Massachusetts 01103. The purchaser shall within 5 business days of the sale increase the deposit to a sum equal to 10% of the purchase price by delivering the amount necessary to O'Connell, Plumb & MacKinnon, P.C. in cash or certified check. The balance is to be paid in cash, or by certified check, within thirty (30) days thereafter and the Deed transferred contemporaneously therewith. The successful bidder at the sale shall be required to sign a Memorandum of Terms of Sale containing the above terms, as well as additional terms, at the Auction Sale.

The purchaser will be responsible for all closing costs, Massachusetts deed excise stamps and all recording fees. Other terms, if any, to be announced at the sale.

The Seller reserves the right to sell to the second highest bidder in the event that the highest bidder defaults. However, this reservation of rights should not be construed as requiring the Seller to sell to the second highest bidder in the event of such a default.

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

PEOPLE'S UNITED BANK
The Present Holder of said Mortgage

By: _____

Jerry B. Plumb, Jr., its Attorney
O'Connell, Plumb, & MacKinnon P.C.
75 Market Place
Springfield, MA 01103
(413) 733-9111

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MEMORANDUM OF SALE

1. People's United Bank, successor by merger with The Bank of Western Massachusetts (the "Seller"), hereby sells the parcel of property in Northampton, Massachusetts, known and numbered as 12 Hebert to the Purchaser, or to the Assignee designated by the Purchaser, on the thirtieth (30th) day following the date of this Agreement (or if on that day the Registry of Deeds is not open for business, then on the next day following said thirtieth day when the Registry of Deeds is open), or earlier if the parties so agree, by a good and sufficient Foreclosure Deed conveying a good, marketable title of record to the Premises as described in the notice entitled "Mortgagee's Notice of Sale of Real Estate" (the "Notice of Sale"), a copy of which is attached hereto as Exhibit "A", subject to all restrictions, easements, prior mortgages, improvements, outstanding tax titles, municipal or other encumbrances of record created prior to the Mortgage, condominium fees, rights of parties in possession, tenants, building codes, zoning ordinances, and G.L.c. 21E, and all other claims in the nature of liens having priority over the Mortgage, if any there be. The property shall also be transferred subject to the right of redemption of the United States of America, if any there be.

2. The purchase price of _____ DOLLARS (\$ _____), plus a five percent (5.0%) Purchaser's Premium in the Amount of \$ _____, for a total of \$ _____ is to be paid in cash or by certified bank check(s) to the order of People's United Bank within 30 days of the date of this Agreement.

3. The delivery of a deposit of FIVE THOUSAND and no/100 DOLLARS (\$5,000.00), plus so much paid within 5 business days hereof to make the deposit equal to 10.0% of the purchase price, which has been made to bind this purchase, shall be applied against the purchase price or otherwise accounted for, and shall be forfeited to the use of the Seller in the event that the Purchaser shall fail to comply with the terms of this Agreement, but such a forfeiture shall not relieve the Purchaser from the Purchaser's obligations hereunder. The Seller shall be entitled to any interest earned on the deposit and the amount to be paid to the Purchaser shall not be adjusted to reflect any such interest.

4. The Purchase Price shall be paid at the office of Jerry B. Plumb, Jr., O'Connell, Plumb & MacKinnon, 75 Market Place, Springfield, Massachusetts 01103 at 10:00 a.m. on the date fixed for conveyance, or at such other place or hour as the parties hereto shall in writing agree, it being understood that Time is of the Essence of this Agreement.

5. If the Seller shall be unable to give title or make conveyance as above stipulated, or, if for any reason, including, without limiting the generality of the foregoing, the existence of a bankruptcy proceeding of any kind, whether voluntary or involuntary, or any order or requirement in connection therewith, or any requirement of a court of competent jurisdiction, impairs the authority of the Seller to give title or to make conveyance hereunder, said deposit shall be refunded and thereupon all obligations of the parties hereunder shall cease, and this Agreement shall be void and the Buyer shall have no recourse against the Seller, its employees, agents, attorneys and representatives, whether at law or in equity, provided, however:

(a) If, on the date fixed for _____ conveyance, a period of thirty (30)

days shall not have expired after written notice from the Purchaser of a defect in title, the time for performance shall, if the Seller so elects in its absolute and sole discretion, be extended for a period of time not to exceed an additional sixty (60) days to enable the Seller to make reasonable efforts to cure such defect; and

- (b) If the Purchaser so elects, at either the original or extended time for performance, to pay said purchase price without deductions for defects in title, the Seller shall convey such title as the Seller has to the Premises.

6. Until the delivery of the deed, Seller shall continue to maintain insurance on the Premises against fire and other hazards as presently insured. If the Premises shall have been damaged by fire or casualty insured against, the Seller shall, unless the Seller has previously restored the Premises to their former condition, pay over or assign to Purchaser, on delivery of the deed, all amounts recovered or recoverable on account of such insurance less any amounts reasonably expended by the Seller for partial restoration.

7. The Purchaser will be responsible for all closing costs, Massachusetts deed excise stamps, all recording fees, real estate taxes, condominium fees and all other charges.

8. If the Purchaser shall fail to fulfill the Purchaser's agreements herein all deposits made hereunder by the Purchaser shall be retained by the Seller and the Purchaser shall remain liable for the full amount of the Purchase Price, plus all of the Seller's damages, costs and expenses of the Seller due to the Purchaser's default, including attorneys' and auctioneers' fees. In the event that the Seller sells to the second highest bidder after such default, the Purchaser shall remain liable for the difference between the Purchase Price plus the above described damages and the second highest bid.

9. The property shall be conveyed in an "AS-IS" condition. The Purchaser acknowledges that the Purchaser has not been influenced to enter this transaction by, nor has the Purchaser relied upon, any warranties or representations of the Seller or the Auctioneer not set forth or incorporated herein, and that no such warranties and representations have been made. Moreover, the Seller specifically disclaims any applicable warranties, whether express or implied. It shall be the obligation of the Purchaser to obtain and pay for any required Smoke Detector Certificates. Further, the Purchaser assumes all legal responsibility and costs in the event that the property does not conform to the requirements of Title 5 of the State Environmental Code. The Seller makes no warranties or representations with respect to any septic system or its compliance with Title 5.

10. The acceptance of the foreclosure deed by Purchaser or its nominee shall be deemed to be a full performance and discharge of every Agreement and obligation of the Seller herein contained or expressed or arising out of said public auction.

11. This agreement shall be construed in accordance with the law of the Commonwealth of Massachusetts, is to take effect as a sealed instrument, sets forth the entire agreement between the parties, is binding upon the parties and inures to the benefit of the parties, their heirs, executors, successors and assignees, and may be modified or amended only by a written instrument executed by both the Seller and the Buyer.

PURCHASER:

SELLER:

People's United Bank
By: Kevin M. Bowler
Title: Vice President

Date: January 22, 2014

RECEIVED of _____
the sum of FIVE THOUSAND AND 00/100 DOLLARS (\$5,000.00) as a deposit on account of
the above Agreement subject to the terms and conditions of sale hereinabove set forth.

Licensed Auctioneer

I hereby acknowledge that I have on January 22, 2014 purchased at the auction of
Aaron Posnik & Associates (Auctioneer), a duly licensed auctioneer, for the sum of
_____ DOLLARS (\$ _____), plus a Buyer's premium in the
amount of \$ _____, for a total of \$ _____, the property described in the
Notice of Sale attached hereto.

I hereby agree to comply with the above Agreement entitled "Memorandum of Sale",
as well as any additional terms attached hereto and, having paid as a deposit to bind the
bargain the sum of FIVE THOUSAND AND 00/100 DOLLARS (\$5,000.00), and agreeing to
pay the additional deposit amounts, if any, required by this Agreement, understand that
according to this Agreement, I will forfeit said sum to the use of the Seller should I fail to
comply with said terms and conditions of sale set forth therein, and will not be relieved by
said forfeiture of the obligation to purchase the Premises according to said Agreements.

PURCHASER:

Print Name:
Address: