

TABLE OF CONTENTS

BIDDER'S INFORMATIONAL PACKAGE

UNIT 28, ECHO HILL TOWNHOUSE CONDOMINIUM 28 WEBSTER COURT AMHERST, MASSACHUSETTS

DESCRIPTION	PAGE #
MORTGAGEE'S SALE OF REAL ESTATE	1-2
MEMORANDUM OF SALE	3-5
MUNICIPAL LIEN CERTIFICATE	6

THE FOLLOWING MATERIALS ARE FURNISHED SOLELY FOR INFORMATIONAL PURPOSES. NO WARRANTIES OR REPRESENTATIONS ARE MADE BY EITHER THE MORTGAGE HOLDER, OR THE AUCTION COMPANY AS TO THE ACCURACY, COMPLETENESS OR USEFULNESS OF THESE MATERIALS OR THE INFORMATION CONTAINED THEREIN. PROSPECTIVE PURCHASERS SHOULD MAKE THEIR OWN INVESTIGATIONS AND INSPECTIONS AND DRAW THEIR OWN INDEPENDENT CONCLUSIONS. THESE MATERIALS AND THE INFORMATION CONTAINED THEREIN ARE ALSO SUBJECT TO POSSIBLE CHANGE PRIOR TO OR AT THE TIME OF THE SCHEDULED FORECLOSURE SALE.

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 Bernard E. Rerri (the "Mortgagor") to People's United Bank, successor by merger with Chittenden Trust Co., d/b/a Chittenden Mortgage Services (the "Mortgagee") dated January 31, 2008 and recorded with the Hampshire County Registry of Deed in Book 9385, Page 1, 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 Tuesday, March 11, 2014, at 11:00 A.M., on the mortgaged premises below described, being known and numbered as Unit 28, Echo Hill Townhouse Condominium, 28 Webster Court, Amherst, Massachusetts more particularly described as follows:

Unit #28 Webster Court, Echo Hill Townhouse Condominium, Amherst, Massachusetts as described in that Master Deed, dated August 24, 1973 and recorded in the Hampshire County Registry of Deeds ("Registry") at Book 1726, Page 135 (the "Master Deed").

The post office address of the Condominium is Unit 28 Webster Court, Echo Hill Townhouse Condominium, Amherst, Massachusetts. This Deed and the Condominium are subject to the provision of Massachusetts General Laws, Chapter 183A ("Condominiums").

For further reference, see the following Plan recorded in the Hampshire County Registry of Deeds:

"Webster Court, Amherst, MA Unit #28 Plan"

Said Unit 28 Webster Court is hereby conveyed together with a .80 per cent interest in the Common Areas and Facilities appurtenant thereto as describe in the Master Deed.

Subject to the provisions, easements and restrictions contained in the Master Deed.

Subject also to the By-Laws as set forth in a Declaration of Trust and By-Laws, Echo Hill Townhouse Condominium Trust dated August 24, 1973 recorded in the Registry at Book 1726, Page 165.

Being the same premises conveyed to Bernard E. Rerri by deed of Jerald H. Gates and Richard O. Johnson recorded in the Hampshire County Registry of Deeds in Book 9384, Page 336.

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 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

H:\clients\People's United Bank\Rerri\Mortgagee's Notice of Sale.doc

MEMORANDUM OF SALE

1. People's United Bank, successor by merger with Chittenden Trust Co., d/b/a Chittenden Mortgage Services (the "Seller"), hereby sells the real estate known and numbered as Unit 28, Echo Hill Townhouse Condominium, 28 Webster Court, Amherst, Massachusetts to the undersigned 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: March 11, 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 March 11, 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:

Certificate Number: 2014291

MUNICIPAL LIEN CERTIFICATE
Office of the Collector of Taxes
TOWN OF AMHERST
The Commonwealth of Massachusetts

O'Connell, Plumb & MacKinnon, P.C.
Attorneys at Law
75 Market Place
Springfield, MA 01103

Issued: 04-Mar-14

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.

App Date: 24-Feb-14

DESCRIPTION OF PROPERTY

Assessed owner: Rerri, Bernard E
Location of Property: 28 Webster Court Book 9384 Page 336
Parcel Identification: 18B-028-056 Land Area: 0.00 Value: \$155,900

	Fiscal Year	FY14	FY13	FY12
Actual Tax				
Betterments/Spec Ass'ts.				
Utility Liens	Committed Interest			
	Water			
	Sewer			
	Committed Interest			
	Collection Charges			
Others Liens	Committed Interest			
	Collection Charges			
Total billed	Taxes	3,269.22	3,178.80	3,077.47
	CPA	17.58	17.10	16.55
	Payments	2,462.35	3,195.90	3,094.02
	Abatements/Exemptions			
	Charges and Fees			
	Interest to 3/4/14			
	Balance Due May 1, 2014	824.45	0.00	0.00

UNPAID BETTERMENTS/SPECIAL ASSESSMENTS NOT YET ADDED TO TAX:

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

UNPAID UTILITY CHARGES: \$0.00 Billed Through: 11/18/2013 OTHER UNPAID CHARGES:

In accordance with the provisions of General Laws, Chapter 183A, Section 14, the unit(s) identified on the Certificate of Municipal Lien are subject to a lien for the payment of unpaid water and sewer charges in proportion to the percentage, set forth in the master deed on record, of the undivided interest of the units(s) in the common areas and facilities. Unpaid water and sewer charges for all units in the condominium listed above; later charges are not yet ascertained, but are also subject to said lien.

Real estate taxes in the Town of Amherst are subject to the Community Preservation Surcharge under G.L.Ch. 44B. Real estate parcels in the Town of Amherst are subject to supplemental tax assessments under G.L. Ch. 59 Section 2D.

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


Claire McGinnis, Treasurer/Collector