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## BIDDER'S INFORMATIONAL PACKAGE

### 104 BALL ROAD

### GOSHEN (*WILLIAMSBURG*), MASSACHUSETTS

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THE FOLLOWING MATERIALS ARE FURNISHED SOLELY FOR INFORMATIONAL PURPOSES. NO WARRANTIES OR REPRESENTATIONS ARE MADE BY EITHER THE TRUSTEE, 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 SALE.

TRUSTEE'S MEMORANDUM OF SALE

This Memorandum of Sale is made this 25<sup>th</sup> day of March, 2014 by and among Steven Weiss, in his capacity as Trustee for the bankruptcy estate of Sean P. McElligot and Amy L. McElligot, Case No. 13-30710-HJB, with a place of business c/o Shatz, Schwartz and Fentin, P.C., 1441 Main Street, Springfield, Massachusetts (the "Trustee"), Aaron Posnik and Co., Inc. (the "Auctioneer") and \_\_\_\_\_ of \_\_\_\_\_ (the "Buyer").

1. TRUSTEE'S SALE AT PUBLIC AUCTION. Pursuant to a public auction (the "Auction") conducted on March 25, 2014 by the Auctioneer on behalf of the Trustee pursuant to an order issued by the United States Bankruptcy Court for the District of Massachusetts dated February 26, 2014 (the "Order") a copy of which is annexed hereto as Exhibit A, the Buyer, as the highest bidder, agrees to purchase the property described below (the "Property") in accordance with the terms hereof.

2. DESCRIPTION OF THE PROPERTY. The Property shall mean the following:

a. The Realty. A certain parcel of land with the buildings thereon situated at 104 Ball Road, Goshen, Hampshire County, Massachusetts, as more particularly described in Exhibit B annexed hereto.

b. The Personalty. The Trustee's right, title and interest in and to any equipment and fixtures which may be situated on the Property to the extent they are part of the realty.

c. 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 Trustee or Auctioneer or their respective agents SHALL NOT INVALIDATE nor become part of this sale as THE BUYER HAS EXAMINED THE PROPERTY TO HIS/HER SATISFACTION.

3. TRANSFER OF THE PROPERTY. The Realty /Property shall be conveyed by Trustee's deed, substantially in the form set forth in attached Exhibit B.

4. PRICE AND DEPOSIT. The bid price for which the Property has been sold to the Buyer is \_\_\_\_\_ of which \$7,500.00 has been paid this day in escrow to the Trustee. The Trustee shall be entitled to any interest earned on the deposit and the amount to be paid by the Buyer shall not be adjusted to reflect any interest earned on the deposit.

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 Shatz, Schwartz and Fentin, P.C., 1441 Main Street, Springfield, Massachusetts at ten

o'clock (10:00) A.M. on or before the thirtieth day following the date hereof, time being of the essence, unless the Trustee otherwise agrees (the "Closing").

6. TITLE. Buyer acknowledges that it has reviewed the contents of the Bidder's Package with respect to the Property and the materials contained therein, including, without limitation, this Memorandum of Sale, the Municipal Lien Certificate (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 Trustee 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 Trustee or his employees, agents and representatives, whether at law or in equity; provided, however, that at the election of the Buyer and the Trustee, Buyer may accept such title as the Trustee can deliver to the Property in its then condition and to pay therefor the purchase price without deduction.

7. RISK OF LOSS/INJURY.

a. The Trustee 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 Trustee, 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 Trustee. In the event the Trustee, in its sole and exclusive discretion, permits the Buyer or its agents to enter upon the Property, Buyer indemnifies the Trustee 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 sole risk and expense of the Buyer.

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 of every agreement and obligation herein contained or expressed or arising out of said Auction on the part of the Trustee to be performed or observed. The Trustee 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.

9. CONDITION OF THE PROPERTY. THE PROPERTY IS BEING SOLD "AS IS", "WHERE IS", AND "WITH ALL FAULTS" AS OF THE DATE OF CLOSING. TRUSTEE WILL MAKE NO AGREEMENT TO ALTER, REPAIR OR IMPROVE THE PROPERTY. TRUSTEE 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 TRUSTEE OR AUCTIONEER. IN THE EVENT ANY INFORMATION CONTAINED IN THE BIDDER'S PACKAGE VARIES 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 the Property can be used as a residence.
- 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 to 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 Trustee harmless from all liability and expenses, including reasonable attorney's fees, incurred by the Trustee on account of the condition or use of the Property.

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, the Trustee 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 or otherwise, together with costs of resale and any costs of maintaining or owning the Property. In the event the Trustee resells the Property, Buyer shall have no claim to any excess of the eventual sale price over the amount bid.

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 Trustee.

12. DEED STAMPS AND FEES/ADJUSTMENTS. The Buyer shall pay all recording fees and documentary stamps and sales tax in connection with the transfer of the Property, all costs of obtaining smoke detector certificates, any condominium fees, real estate taxes, tax titles, any agricultural or recreational tax 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.

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 Trustee 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. The parties agree that the Bankruptcy Court shall have jurisdiction to adjudicate any disputes under this Agreement.

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

STEVEN WEISS, TRUSTEE

By: \_\_\_\_\_

BUYER

By: \_\_\_\_\_

AUCTIONEER

By: \_\_\_\_\_

Received from Buyer the sum of \$7,500.00 as a deposit on account of the above Memorandum, subject to the terms and conditions of sale hereinabove set forth.

Exhibits

- A - Court Order
- B - Form of Deed

14\0023\Sale Documents\Memo sale 1601

Above for Registry Use Only

**TRUSTEE DEED**

Know all by these present that Steven Weiss of Springfield, Massachusetts, the duly appointed Trustee in Bankruptcy for the bankruptcy estate of Sean McElligott and Amy McElligott (the "Debtors"), United States Bankruptcy Court for the District of Massachusetts (the "Court"), Case No. 13-30710-HJB, pursuant to an order (the "Order") from the Court dated February 26, 2014, herewith grants to \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, Massachusetts, for consideration paid of \_\_\_\_\_ and 00/100 (\$ \_\_\_\_\_) Dollars, without covenants of title, the interest of the Trustee in the property in Goshen, Hampshire County, Massachusetts, as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Premises").

For the Trustee's authority to sell the Premises, see the Order recorded prior hereto.

Executed as a sealed instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Steven Weiss, Trustee as aforesaid  
but not individually

COMMONWEALTH OF MASSACHUSETTS

County of Hampden

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014 before me, the undersigned notary public, personally appeared Steven Weiss, proved to me through satisfactory evidence of identification, namely he was known to me to be the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily as his free act and deed for its stated purpose as Trustee for Sean McElligott and Amy McElligott.

\_\_\_\_\_  
Notary Public  
My commission expires:

Property: 104 Ball Road, Goshen, Massachusetts

EXHIBIT A

Lot 2 as shown on plans entitled "Definitive Subdivision Plan of Lilly Pond Lane in Goshen, Mass.", dated March 10, 1988 and recorded in Hampshire County Registry of Deeds in Plan Book 154, Page 94 and in Plan Book 158, Page 33 *et seq.*, which Lot 2 is more particularly bounded and described as follows:

BEGINNING at a point in a stone wall in the northwesterly line of Ball Road at the southeasterly corner of the parcel herein conveyed and the southwesterly corner of Lot 1 as shown on said plan; thence running

S. 79° 13' 02" W. a distance of 178.91 feet to a point; thence turning and running

SOUTHWESTERLY on a curve to the right having a radius of 180.00 feet a distance of 21.09 feet to a point at the southwesterly corner of the parcel herein conveyed and the southeasterly corner of Lot 3 as shown on said plan, the last two courses and distances being along the said stone wall and the northwesterly line of Ball Road; thence turning and running

N. 18° 52' 53" E. a distance of 557.89 feet to a point; thence turning and running

S. 71° 07' 07" E. a distance of 174.36 feet to a point at the said Lot 1, the last two courses and distances being along the said Lot 3; thence turning and running

S. 18° 52' 53" W. along the said Lot 1 a distance of 460.00 feet to the point of beginning.

SUBJECT TO and with the benefit of all of the terms, conditions, covenants, obligations and privileges as set forth in an instrument entitled "Declaration of Restrictions", dated 5 August 1988 and recorded in said Registry in Book 3250, Page 46, and also recorded in Book 3263, Page 50, insofar as the same may be in force and effect.

SUBJECT TO the terms and conditions of an Agreement between the Goshen Planning Board and Properties of America, Inc. dated 24 May 1988 and recorded in said Registry in Book 3203, Page 100, insofar as the same may be in force and effect.

Being the same premises conveyed to the Debtors by deed of Janice R. Barcomb and Julie A. Pavia dated July 16, 2007 and recorded in the Hampshire County Registry of Deeds July 31, 2007 at Book 9218, Page 186.



MUNICIPAL LIEN CERTIFICATE  
 THE COMMONWEALTH OF MASSACHUSETTS  
 OFFICE OF THE COLLECTOR OF TAXES  
 TOWN OF GOSHEN  
 PO BOX 423  
 GOSHEN MA 01032  
 413-268-8236

NUMBER: 2014-38

- Quarterly Billing -

Issued: March 09, 2014

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 March 09, 2014 are listed below.

TO:

ATTNY CAREY  
 PO BOX 750  
 203 NORTHAMPTON ST  
 EASTHAMPTON MA 01027

| DESCRIPTION OF PROPERTY                                    |
|--|
| Parcel Id: Map 4 Block: 0 Lot 73-0                         |
| Location: 104 BALL RD                                      |
| Acreage: 2.040   |
| Legal Reference: 9218-186                                  |
| Assessed Owner(s): McELLOGOTT AMY L.<br>McELLOGOTT SEAN P. |
| Supposed Owner:  |

| MISCELLANEOUS UNPAIDS | VALUATION DETAIL      | TAX/\$1000 |
|-----------------------|-----------------------|------------|
|                       | Residential 270,100 @ | 14.52      |
|                       | Open Space 0 @        | 14.52      |
|                       | Commercial 0 @        | 14.52      |
|                       | Industrial 0 @        | 14.52      |
|                       | Exempt 0 @            | 0.00       |
|                       | Agr. Credits 0        |            |


| BETTERMENT / LIEN DETAIL |        |         |         |        |         |         |        |         |
|--------------------------|--------|---------|---------|--------|---------|---------|--------|---------|
| 2 0 1 4                  | Amount | Com Int | 2 0 1 3 | Amount | Com Int | 2 0 1 2 | Amount | Com Int |
| CPA                      | 117.66 | 0.00    | CPA     | 111.34 | 0.00    | CPA     | 109.15 | 0.00    |
| N/A                      | 0.00   | 0.00    | N/A     | 0.00   | 0.00    | N/A     | 0.00   | 0.00    |
| N/A                      | 0.00   | 0.00    | N/A     | 0.00   | 0.00    | N/A     | 0.00   | 0.00    |
| N/A                      | 0.00   | 0.00    | N/A     | 0.00   | 0.00    | N/A     | 0.00   | 0.00    |

| ASSESSMENT DETAIL - Quarterly Billing - |                        |                        |                        |  |
|---|------------------------|------------------------|------------------------|--|
|   | 2 0 1 4                | 2 0 1 3                | 2 0 1 2                |  |
| <b>ASSESSMENTS</b>                      |                        |                        |                        |  |
| Preliminary 1st Due: 08/01/2013         | 927.79                 | 909.56                 | 960.83                 |  |
| Preliminary 2nd Due: 11/01/2013         | 927.79                 | 909.56                 | 960.83                 |  |
| Actual 1st/3rd Due: 02/03/2014          | 1,033.14               | 946.03                 | 858.30                 |  |
| Actual 2nd/4th Due: 05/01/2014          | 1,033.13               | 946.02                 | 858.29                 |  |
| District/Supl/Revised                   | 117.66                 | 111.34                 | 109.15                 |  |
| Betterment and Liens                    | 0.00                   | 0.00                   | 0.00                   |  |
| Committed Interest                      | 0.00                   | 0.00                   | 0.00                   |  |
| Interest To: 03/09/2014                 | 13.88                  | 266.51                 | 311.20                 |  |
| Charges and Fees                        | 0.00                   | 5.00                   | 5.00                   |  |
| <b>DEFERRALS</b>                        |                        |                        |                        |  |
| DEFERRAL                                | 0.00                   | 0.00                   | 0.00                   |  |
| <b>PAYMENTS</b>                         |                        |                        |                        |  |
| Preliminary                             | 0.00                   | 0.00                   | 0.00                   |  |
| Actual                                  | 1,855.58               | 1,819.12               | 2,698.20               |  |
| District/Supl/Revised                   | 55.67                  | 54.58                  | 83.40                  |  |
| Betterments/Liens                       | 0.00                   | 0.00                   | 0.00                   |  |
| Committed Interest                      | 0.00                   | 0.00                   | 0.00                   |  |
| Interest Paid                           | 0.00                   | 0.00                   | 61.08                  |  |
| Charges and Fees                        | 0.00                   | 0.00                   | 0.00                   |  |
| Abatement/Exemption                     | 0.00                   | 0.00                   | 0.00                   |  |
| Deferral, Tax Title Transfer            | 0.00                   | 0.00                   | 0.00                   |  |
| <b>CURRENT UNPAID TAXES (PER DIEM)</b>  | <b>2,142.14 (0.41)</b> | <b>2,220.32 (0.74)</b> | <b>1,220.92 (0.37)</b> |  |

TOTAL AMOUNT DUE \$ 5,583.38 (1.52)

NOTATIONS & COMMENTS

APPORTIONED BETTERMENT ASSESSMENTS NOT YET DUE \$ 0.00 WITH INTEREST TO BE ADDED.

  
 SUSAN WARRINER, Collector of Taxes  
 TOWN OF GOSHEN

I have no knowledge of any other lien outstanding.