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BIDDER'S INFORMATIONAL PACKAGE

309-311 RIVERSIDE DRIVE FLORENCE, MASSACHUSETTS

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NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Stanley J. Rys a/k/a Stanley J. Rys, Jr. and Judith M. Jones-Rys to Easthampton Savings Bank dated June 30, 2006 and recorded with the Hampshire County Registry of Deeds in Book 8777 at Page 107, of 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 at 2:00 P.M. on April 23, 2014 at 309-311 Riverside Drive, Florence, Hampshire County, Massachusetts, all and singular the premises described in said mortgage,

To wit:

Those tracts of land, situated on the northerly side of Main Street, in the Village of Bay State, in said Northampton, bounded and described as follows:

TRACT 1

Beginning at the Southeasterly corner of the premises at a stake on the Northerly line of said Main Street five (5) rods, more or less, West from the Southwesterly corner of land now or formerly of William R. Holliday; thence

WESTERLY on line of said Main Street to the center of a driveway facing Easterly between the store building on said lot and brick wall; thence

EASTERLY in the center of said driveway as far as the Northwest corner of said store building to a point eleven (11) feet, more or less, Northwest from the said corner; thence

NORTHERLY to a stake five and eighty-six hundredths (5.86) rods, more or less, Northerly from the first mentioned stake; thence

SOUTHERLY five and eighty-six hundredths (5.86) rods, more or less, to the place of beginning. Being the Store Lot.

TRACT 2

Adjoining first tract on the Northerly side of said Main Street, beginning at the Southeasterly corner of said Store Lot; thence running

EASTERLY on said Main Street one (1) rod, more or less, to an iron stake; thence

NORTHERLY on the line of land now or formerly of Mary E. Cantwell eight and one-half (8 ½) rods, more or less, to an iron stake; thence

WESTERLY seventeen and one-half (17 ½) feet, more or less on land now or formerly of Northampton Cutlery Co. to an iron stake; thence

SOUTHERLY one hundred thirty-four and six-tenths (134.6) feet, more or less, to the place of beginning.

Being a part of Lot No. 2 of Bay State Village lots recorded with the Hampshire County Registry of Deeds in Book 240, Page 190. Subject to the right of way deeded to Mary E. Cantwell over said lot, recorded with the Hampshire County Registry of Deeds in Book 483, Page 208.

Being all the same premises conveyed to the mortgagors herein by deed of Robert E. Jones, dated June 28, 2005 and recorded in Book 8323, Page 67.

Premises to be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.

Terms of sale: A deposit of five thousand dollars (\$5,000) by certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by certified or bank check at the law offices of Weiner & Lange, P.C., 95 State Street, Suite 918, Springfield, MA 01103 within thirty (30) days from the date of sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. In the event of an error in this publication, the description of the premises contained in said mortgage shall control.

Other terms, if any, to be announced at the sale.

Easthampton Savings Bank,
Present holder of said mortgage,
By its Attorneys,

Joseph J. Lange, Esq.
Weiner & Lange, P.C.
95 State Street, Suite 918
Springfield, MA 01103
(413) 732-6840
jlange@weinerlegal.com

MEMORANDUM
OF
TERMS AND CONDITIONS OF SALE

1. The undersigned Purchaser (jointly and severally if more than one) hereby acknowledges having purchased at a Mortgagee's Foreclosure Sale, at public auction of Aaron Posnik & Co., Inc., Auctioneer, for the sum of \$ _____, the parcel of property in Florence, Hampshire County, Massachusetts, located at 309-311 Riverside Drive, as more particularly described in the Mortgage from Stanley J. Rys a/k/a Stanley J. Rys, Jr. and Judith M. Jones-Rys, (the "Mortgagors") to Easthampton Savings Bank (hereinafter the "Seller") dated June 30, 2006, and recorded in the Hampshire County Registry of Deeds in Book 8777, Page 107. The premises shall be conveyed to the undersigned (the "Purchaser"), or to the nominee designated by the Purchaser, within thirty (30) days following the date of sale, (or if on that day said Registry of Deeds is not open, on the first day thereafter that the Registry of Deeds is open) or earlier if the parties so agree, by good and sufficient Foreclosure Deed under the statutory power of sale conveying the premises as described in the Notice entitled "Notice of Mortgagee's Sale of Real Estate," (the "Notice of Sale") a copy of which is attached hereto as Exhibit "A", subject to all restrictions, easements, improvements, outstanding tax titles, municipal or other public tax titles, assessments, liens, claims, or existing encumbrances of record created prior to the Mortgage, all set forth or referred to in the Notice of Sale.

2. The undersigned Purchaser acknowledges and agrees to comply with all of the terms of the sale as stated by the Auctioneer, and the Additional Terms of Sale which is attached hereto and made a part hereof as well as with any other terms set forth in this Memorandum.

3. The purchase price of \$ _____ is to be paid in cash or by certified check or bank check, drawn on funds payable directly (and not by way of endorsement) to the order of the Seller as hereinafter described. The delivery of a deposit of \$5,000.00, which has been made to bind the bargain, the receipt of which, subject to collection, which is hereby acknowledged, shall be applied against the purchase price, or otherwise accounted for at the time and place of delivery of the Deed, 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 purchase or obligations hereunder.

4. The balance is to be paid as aforesaid within thirty (30) days of the date of sale, thereafter to be deposited in escrow with the law firm of Weiner & Lange, P.C., 95 State Street, Suite 918, Springfield, Massachusetts 01103, pending recording of the Deed which is to be delivered, accepted and recorded within three (3) days thereafter. The Purchaser shall be responsible for all reasonable closing costs, state documentary stamps, excise tax stamps and recording fees.
5. The Deed shall be delivered and the consideration paid at the offices of Weiner & Lange, P.C., 95 State Street, Suite 918, Springfield, Massachusetts 01103, on a date fixed for conveyance, or at such other place or hour as the parties hereto shall in writing agree, it being agreed that time is of the essence of this agreement.
6. The Property shall be conveyed by the Seller's usual Mortgagee's Deed (Massachusetts General Laws Chapter 183, Appendix Form 11) under the statutory power of sale.
7. The property including any personal property and fixtures shall be conveyed "as is" and "where is" and with all faults subject to the present manner of use and occupancy of the Property, and the Seller makes no representation or warranty as to the condition of the same.
8. Buyer acknowledges and agrees with the Seller that with respect to the Property, Seller has not, does not, and will not make any warranties or representations, express or implied, or arising by operation of law, including, but in no way limited to, any warranty of condition, merchantability, habitability or fitness for a particular use, or with respect to the value, profitability or marketability of the Property.
9. Buyer acknowledges that Seller does not and will not make any representation or warranty with regard to compliance with any environmental protection, pollution and

land use laws, rules, regulations, orders or requirements, including but not limited to those pertaining to the handling, generating, treating, storing, or disposing of any hazardous waste or substance.

10. Notwithstanding the foregoing, the Seller shall not be required to take any action or to comply with any law or municipal ordinance, orders or requirements noted in or issued by any department of building, fire, labor, health, or other federal, state, county, municipal or other governmental agencies having jurisdiction over or affecting the Property on the date hereof. Specifically, but not in limitation of the foregoing, Seller shall not be responsible pursuant to M.G.L. c. 148, § 26F for the provision of smoke detectors. Any and all costs incurred pursuant to the foregoing shall be borne by the Buyer and not by the Seller.
11. The Buyer acknowledges that the Buyer has been informed of the existence and the provision of the so-called Massachusetts Lead Paint Statute, Massachusetts General Laws, Chapter 111, Section 197 et seq., and has been provided with a so-called “lead paint modification package” with respect to the removal of lead paint from residential premises occupied by a child or children under six years of age if applicable. The Buyer acknowledges that the Seller has made no representation or warranty with respect to the presence or absence of lead paint in the property and the Buyer agrees that the responsibility and cost, if any, of complying with said statute shall be borne solely by the Buyer.
12. The Property shall be conveyed and transferred subject to any outstanding tenancies and/or leases, the rights of parties in possession, and to tax title, municipal taxes and assessments, any outstanding water or sewer bills or liens, the provisions of applicable state and local law, including building codes, zoning ordinances and M.G.L. c. 21E.
13. 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 a court competent jurisdiction, impairs the authority of the Seller to give title or make conveyance hereunder, said deposit shall be refunded and thereupon all obligations of either party hereunder shall cease, and this agreement shall be void and without recourse to either party, provided, however:

- A. If, on the date fixed above 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, be extended until the expiration of such period 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.

14. Until the delivery of the Deed, Seller shall continue to maintain insurance on the premises against fire and other hazards are presently insured. If the Property 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.

15. In the event the premises contains an on-site sewage system, the Seller shall not be responsible for complying with the Commonwealth of Massachusetts regulations pertaining thereto at its own cost by obtaining an inspection of the system, and if necessary, repairing and/or replacing the sewage system components in order to bring the system into compliance with the Code of Massachusetts Regulations Ch. 310 CMR 15.00.

16. The property including any personal property shall be conveyed in “as is” “where is” condition, subject to the present manner of use and occupancy of the Property. The Buyer acknowledges that Buyer has not been influenced to enter this transaction by, nor has it relied upon, any warranties or representations of the Seller or the Auctioneer not set forth or incorporated in this Memorandum.
17. If the Buyer shall fail to fulfill the Buyer’s agreements herein, all deposits made hereunder by the Buyer shall be retained by the Seller and the Buyer shall reimburse the Seller for all costs and expenses incurred by the Seller, in excess of the amount of the deposit, due to the Buyer’s default, including the costs and expenses of subsequent sales of the Property or any portion thereof and attorneys’ and auctioneers’ fees in connection with therewith. The Seller shall also be free to sell the Property to the second highest bidder at the public auction in accordance with the terms announced at the public auction.
18. The acceptance of the Foreclosure Deed by Purchaser shall be deemed to be a full performance and discharge of every agreement and obligation of Seller.
19. A Bill of Sale will be provided for any personal property at the Time of the Closing.
20. This sale is subject to 5% buyer’s premium which is a 5% charge in addition to the purchase price.

Executed under seal this _____ day of April, 2014.

Purchaser

Seller, Easthampton Savings Bank,

By: _____

Its: _____

Auctioneer, Aaron Posnik & Co., Inc.

By: Corey J. Fisher

Its: Executive Vice President

ANNOUNCEMENT OF OTHER TERMS AND CONDITIONS OF FORECLOSURE SALE
AT PUBLIC AUCTION OF THE PREMISES DESCRIBED IN A MORTGAGE GIVEN BY
STANLEY J. RYS A/K/A STANLEY J. RYS, JR. AND JUDITH M. JONES-RYS TO
EASTHAMPTON SAVINGS BANK OF THE PREMISES DESCRIBED IN SAID
MORTGAGE AND KNOWN AS 309-311 RIVERSIDE DRIVE,
FLORENCE, MASSACHUSETTS

You have heard the reading of the Mortgagee's Sale of Real Estate.

This real estate is being sold at public auction for the purpose of foreclosing the mortgage given by Stanley J. Rys a/k/a Stanley J. Rys, Jr. and Judith M. Jones-Rys to Easthampton Savings Bank dated June 20, 2006 and recorded in the Hampshire County Registry of Deeds in Book 8777, Page 107, of which mortgage, Easthampton Savings Bank, is the present holder as specified in the Notice of Mortgagee's Sale of Real Estate, and will be sold to the highest bidder who complies with the terms of that notice and of this Announcement, and makes the required deposit of \$5,000.00 Dollars, and signs the Memorandum of Terms and Conditions of Sale. This Announcement, the Notice of Mortgagee's Sale of Real Estate, and the Memorandum of Terms and Conditions of Sale of Real Estate are referred to throughout this announcement as the "Sale Documents".

The premises described in the mortgage are being sold:

1. Subject to any facts that would be disclosed by an accurate survey of the premises.
2. Subject to any facts disclosed by an environmental survey of the premises pursuant to Massachusetts General Laws Chapter 21E, and to all laws, rules and regulations relating to environmental matters and hazardous waste material.
3. Subject to all pertinent state or municipal rules, regulations, codes and bylaws applicable to the premises.
4. Subject to and with the benefit of all restrictions, rights of way, easements, riparian rights and rights of flowage of record to the extent the same are in force and applicable, improvements, outstanding tax titles, municipal or other public taxes, assessments, liens or claims in the nature of liens, and existing encumbrances of record created prior to the mortgage and having preference over the mortgage, if any.

We have obtained a Municipal Lien Certificate from City of Northampton dated April 2, 2014 which is provided in the Bidder's Informational Package.

There may be additional taxes, interest and water and sewer charges due on this amount as of the day of closing. Neither the Mortgagee or the Auctioneer make any warranty or representation as to the accuracy or completeness of this tax information, and the payment of any municipal liens will be the sole responsibility of the high bidder. The actual lien certificate is available for inspection at this time.

The high bidder will be responsible for all recording costs, for the cost of Massachusetts revenue documentary tax stamps, and for all of its closing costs. This sale is subject to a 5% Buyer's Premium which is a 5% charge in addition to the purchase price. Title to the property will be conveyed by Foreclosure Deed under the statutory power of sale, subject to all matters of record and matters specified in the Sale Documents. The high bidder shall also be responsible for the costs of recording all entries, decrees or judgments, orders, affidavits, etc. to convey title.

The property including any personal property, if any, is being sold in "As Is" "Where Is" condition and as presently occupied, and the high bidder has made such inspection of the property as desired, and the property is acceptable in its "As Is" condition. The Mortgagee makes no representations or warranties as to the following matters: the condition of the property; compliance of the property with applicable state or local building and housing codes, regulations or ordinances; zoning or planning board regulations or ordinances; state of title; outstanding charges for water and sewer or other utilities; compliance with federal, state or local environmental laws and regulations, and the amount owed to the holder of a senior mortgage, if any. If the property is occupied, the high bidder shall be responsible for obtaining occupancy of the property after the sale.

The Mortgagee may bid at the sale through its authorized agent, who will not be required to pay the deposit specified in the Mortgagee's Sale of Real Estate. The sale shall not be complete until the high bidder has paid the required deposit and signed the Sale Documents where necessary.

The high bidder shall forfeit its deposit if it defaults in its purchase of the property according to the terms of the Sale Documents. The Mortgagee may then, at its option, sell the property to the second high bidder, provided that the second high bidder pays the required deposit to the Mortgagee's attorney within three (3) business days of being notified in writing of the default of the high bidder. The second high bidder shall then be required to complete its purchase of the property within thirty (30) days of the date of the notice, and in accordance with the terms of the Sale Documents.

All bidders should take into consideration that this sale is subject to all of the foregoing, and that time is of the essence of this Announcement and of each and every term of the Sale Documents.

Executed as a sealed instrument on April _____, 2014.

BUYER/HIGH BIDDER

Signature

Name (print)

Address

Telephone No.

AUCTIONEER

Corey J. Fisher
Executive Vice President
Aaron Posnik & Co., Inc.
83 State Street, 2nd Floor
Springfield, MA 01103
(413) 733-5238 – Fax (413) 731-5946

EASTHAMPTON SAVINGS BANK

By: _____

Its: _____

State Tax Form 290
 Certificate: 577
 Issuance Date: 04/02/2014

MUNICIPAL LIEN CERTIFICATE
 City of Northampton
 COMMONWEALTH OF MASSACHUSETTS

Requested by WEINER & LANGE, P.C.

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 04/02/2014 are listed below.

DESCRIPTION OF PROPERTY

Parcel ID: 30B-041-001

311 RIVERSIDE DR

RYAN STANLEY J JR &
 JUDITH M JONES-RYS
 109 RIVERSIDE DR
 FLORENCE

MA 01062

Land area : 0.23 AC
 Land Value : 65,000
 Impr Value : 208,100
 Land Use : 0
 Exemptions : 0
 Taxable Value: 273,100

Deed date: Book/Page: 8323/67
 Class: 031-MIXED USE PRIMARY COMMERCIAL

FISCAL YEAR	2014	2013	2012
DESCRIPTION			
2014 CPA TAX SURCHARGE	\$126.09	\$116.83	\$109.94
REAL ESTATE TAX PRINCIPAL	\$4,203.01	\$3,894.41	\$3,664.58
TOTAL BILLED:	\$4,329.10	\$4,011.24	\$3,774.52
Charges/Fees	\$.00	\$.00	\$.00
Abatements/Exemptions	\$.00	\$.00	\$.00
Payments/Credits	-\$1,002.82	-\$4,011.24	-\$3,774.52
Interest to 04/02/2014	\$84.30	\$.00	\$.00
TOTAL BALANCE DUE:	\$3,410.58	\$.00	\$.00
TOTAL INTEREST PER DIEM:	\$1.1902		
OTHER UNPAID BALANCES:			
2014 WATER REVENUE BILLING	\$1,004.88		

WATER/SEWER ACCOUNT	CURRENT WATER DUE	CURRENT SEWER DUE
27-30063200	\$482.11	\$522.77

I HAVE NO KNOWLEDGE OF ANY OTHER LIEN OUTSTANDING.
 NOTE: ALL UNPAID BALANCES HAVE INTEREST COMPUTED TO THE DATE ON THE CERTIFICATE, PLUS DEMAND FEE.
 IF SOLD, CONTACT THE WATER DEPT. AT 587-1570 FOR A FINAL READING.

Melissa J. Lampron
 ASSISTANT
 MELISSA J. LAMPRON
 CITY COLLECTOR

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE

PROPERTY : 16824

LOCATION: 311 RIVERSIDE DR

CURRENT OWNER:
 SAMANTHA ROSS
 311 RIVERSIDE DR
 FLORENCE MA 01062-

CURRENT STATUS:

TAXABLE VALUATION : 4,360

INTEREST DATE: 04/02/2014

YEAR	TYPE	BILL INST CHARGE	BILLED	PRIN DUE	INT DUE	TOTAL DUE

2014	PP-R	1255				
	1	PERS PROP	15.55	15.55	1.46	17.01
	2	PERS PROP	15.54	15.54	.91	16.45
	3	PERS PROP	18.01	18.01	.40	18.41
	4	PERS PROP	18.00	18.00	.00	18.00
			-----	-----	-----	-----
			67.10	67.10	2.77	69.87

2013	PP-R	1295				
	1	PERS PROP	17.43	17.43	4.07	21.50
		DEMAND	25.00	25.00	.00	25.00
			-----	-----	-----	-----
			42.43	42.43	4.07	46.50
	2	PERS PROP	17.42	17.42	3.45	20.87
	3	PERS PROP	13.66	13.66	2.23	15.89
	4	PERS PROP	13.66	13.66	1.76	15.42
			-----	-----	-----	-----
			87.17	87.17	11.51	98.68

2012	PP-R	1728				
	1	DEMAND	25.00	25.00	.00	25.00
	3	PERS PROP	34.85	34.85	10.57	45.42
	4	PERS PROP	34.84	34.84	9.37	44.21
			-----	-----	-----	-----
			94.69	94.69	19.94	114.63

GRAND TOTALS			248.96	248.96	34.22	283.18