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BIDDER'S INFORMATIONAL PACKAGE

23-25 PORTLAND STREET SPRINGFIELD, MASSACHUSETTS

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

NOTICE OF RECEIVER 'S SALE OF REAL ESTATE

By virtue of an Order of the Western Division Housing Court in City of Springfield Code Enforcement, Housing Division v. Domingo Francisco, et al, Docket No. 09-CV-1863, the Court has granted the Receiver, Gregory Dewberry, authorization to sell the property located at 23-25 Portland Street, Springfield, Hampden County, Massachusetts to satisfy its priority lien pursuant to M.G.L. c. 111, §127I. The record owner of the premises is Domingo Francisco.

The same will be sold at Public Auction at 11:00 a.m. on May 16, 2014 on the premises located at 23-25 Portland Street, Springfield, Hampden County, Massachusetts which is described as follows:

The land in Springfield, Hampden County, Massachusetts, more particularly bounded and described as follows:

Beginning on the southerly line of Portland Street at a rod distant two hundred and eight (208) feet westerly, measuring by said southerly line, from North Main Street at land formerly of one Sullivan, and running thence: Westerly on Portland Street fifty (50) feet to a rod at land now or formerly of one Nesbitt; thence Southerly, at right angles with Portland Street, along said land of Nesbitt one hundred three (103) feet to a rod; thence Easterly parallel with Portland Street, fifty (50) feet to a rod at land formerly of said Sullivan; and thence Northerly at right angles with Portland Street, along land formerly of said Sullivan one hundred three (103) feet to a rod at Portland Street, the point of beginning. (the land and buildings are hereafter referred to as the "Property").

Being the same premises conveyed to Domingo Francisco and Dolores Francisco dated September 10, 2004 recorded in the Hampden County Registry of Deeds in Book 14507 Page 193.

The premises will 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, trash fee liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said receiver's lien, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.

TERMS OF SALE:

A deposit of \$5,000.00 by certified or bank check will be required to be paid by the purchaser at the time and place of sale. Subject to 5% Buyers Premium. The balance is to be paid by certified or bank check at Law Offices of Dennis P. Powers, P.C., 1391 Main Street, Suite 806 Springfield, Massachusetts 01103 within 60 days from the date of sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. Purchaser subject to the approval of the Housing Court. Other terms, if any, to be announced at the sale.

Gregory Dewberry Receiver
Dennis P. Powers, Esq., counsel for Receiver
1391 Main Street, St 806
Springfield, MA 01103
413 363 2269

Date: May 16, 2014

Springfield, Massachusetts

I hereby acknowledge to have this day purchased at Public Auction by Corey Fisher, Auctioneer, for the sum of

_____ (\$ _____),
certain real estate located at 23-25 Portland Street, Springfield, Hampden County, Massachusetts (hereinafter the "real estate"), now or formerly of Domingo and Dolores Francisco and described in the Auctioneer's Deed with Affidavit hereto attached, to be conveyed by a good and sufficient Auctioneer's Deed with Affidavit, 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, trash fee liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said receiver's lien, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed, and rights of persons under the Soldiers and Sailors Civil Relief Act of 1940, and further subject to any tenant, tenancies or occupants, if there be any, and all other matters provided for in G. L. c. 111, §127I.

I further acknowledge that I am purchasing the real estate "AS IS," subject to all known and unknown defects, with no representation or warranty of any kind, including, without limitation, any warranty or representation as to construction, fitness for habitation or condition. Purchaser further acknowledges that the real estate is sold subject to any occupants or tenants presently residing in said real estate.

I further acknowledge that the sale is subject to approval by the Western Division Housing Court. I also acknowledge that the sale is subject to the receivership and subject to approval by the Court under the terms of the receivership order.

The Purchaser acknowledges that no representations or warranties of any kind whatsoever have been made by or on behalf of the Seller concerning zoning, state of title, utilities, condition of the premises, including without limitation, the existence of any of the following on the auctioned premises: Lead paint, Urea Formaldehyde Foam Insulation, Hazardous Waste or Oil as defined by Massachusetts General Laws Chapter 21C, Asbestos and/or Radon Gas.

The Purchaser is advised that Massachusetts General Laws c. 148, § 26F requires that smoke detectors be installed in all residential structures. The Purchaser agrees to assume all costs relative to the purchase and installation, plus all costs dealing with inspection fees for such smoke detection equipment and that such equipment shall meet all of the minimum State and/or City or Town requirements.

If applicable, Purchaser agrees to assume all responsibility and costs relative to system inspection

and system compliance with the regulations and requirements of Title 5, 310 C.M.R. 15.000 et seq.

I AGREE TO COMPLY WITH THE TERMS OF SALE AS STATED BY THE AUCTIONEER AND HERETO ANNEXED, HAVING PAID FIVE THOUSAND (\$5,000.00) DOLLARS AS A NONREFUNDABLE DEPOSIT, BEING AGREEABLE TO THE TERMS OF SALE. A copy of the draft form of deed to be delivered is also hereto annexed.

The sum of Five Thousand (\$5,000.00) Dollars in cash or certified check or bank check has been paid into the hands of the Auctioneer at the time and place of sale to bind the sale to be forfeited to the use of the seller in case the purchaser shall fail to comply with the residue of the terms of sale, but a forfeiture of said sum shall not release the purchaser of his liability under the contract. The balance of the purchase money is to be paid in cash or certified check or bank check in accordance with the terms of the sale.

In the event the Seller cannot deliver title as stipulated or otherwise perform its obligations hereunder, the deposit shall be refunded to the Purchaser and all rights hereunder shall cease and this agreement shall be null and void without recourse to any party hereto or to the Seller or those acting on Seller's behalf. This shall be Purchaser's sole and exclusive remedy at law and in equity.

An Auctioneer's Deed is to be delivered to purchaser at the time and place of settlement, unless otherwise agreed in writing between Seller and Purchaser, to wit: at the Law Offices of Dennis P. Powers, 1391 Main Street, Suite 806, Springfield, Massachusetts 01103, on July 16, 2014 at 2:00 p.m. Purchaser shall pay a 5% Buyer's premium, all recording fees, stamp taxes, or other closing costs. **TIME IS OF THE ESSENCE IN REGARD TO THIS AGREEMENT.**

No personal property of any nature is included in this contract of sale. Rents, interest, and water rates are to be settled on the date of delivery of the deed. Any work done upon the premises or entry into possession before the conveyance of the deed, with or without permission of the Seller, shall be at the sole risk of the Purchaser.

In the event of a default by the high bidder at the auction sale, the Seller reserves the right to sell the real estate to the second highest bidder, at his or her last highest bid, under the same terms and conditions as were offered at today's auction and without re-offering the real estate at auction. Said second high bidder will have five (5) days, after notification by the Seller to make the required deposit and sign the memorandum of sale. In the event that the second highest bidder does not wish to purchase the premises, the holder of the lien reserves the right to purchase the premises at the amount bid by the second highest bidder. The rights of the successful bidder may be assigned with the consent of the Seller.

Prior to and at the time of this sale, the following liens and encumbrances are known to exist with

regard to this real estate:

- (A) The provisions of Massachusetts General Laws Chapter 111 § 127I and the Receiver's priority lien and any assignments of said Receiver's lien, pursuant to said statute.
- (B) A first mortgage to Bank of New York;
- (C) Municipal taxes, including water and sewer charges.
- (D) Matters as set forth in the Notice of Sale attached hereto.
- (E) Occupancy of the real estate by the former record owner(s) or tenant(s).
- (F) All other liens outstanding as of this date.

Verbal qualifications and/or statements by the Seller or Auctioneer or their representative agents shall not invalidate or become part of this sale as the Purchaser hereby acknowledges and agrees that he/she has not relied on such statements and has examined to his/her satisfaction the listed premises. This Memorandum of Sale shall constitute the entire agreement of the parties hereto.

I have read the above and agree to be bound by it and other terms of sale, as well as the additional terms that are attached to this Memorandum.

PURCHASER

Address

Telephone Number

The above sale is hereby confirmed.

COREY FISHER, AUCTIONIER

Office of the Collector of Taxes
(413) 787-6115



Certificate No. 2136
Issuance Date: 04/25/2014
11:35:08

Municipal Lien Certificate
City of Springfield
Commonwealth of Massachusetts

Requested By
POWERS DENNIS P ESQ
1391 MAIN ST
SPRINGFIELD, MA 01103

I hereby 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 04/09/2014 are listed below

PAYMENTS MADE ON ISSUANCE DATE MAY NOT BE REFLECTED HERE

DESCRIPTION OF PROPERTY			
Location: 25 23 PORTLAND ST	Deed Date: 09/23/2004		
Parcel ID: 098500026	Book/Page: 14507/0193	Impr Value:	
Owner: FRANCISCO DOMINGO & DOLORES	Land Area: 5,153 SF	Land Use:	
725 PLUMTREE RD	Land Value: 17,100	Exemptions:	
SPRINGFIELD MA 01118	Build Value: 56,200	Taxable Value:	73,300

REAL ESTATE BILLS											
YEAR 2014 CHARGES				YEAR 2013 CHARGES				YEAR 2012 CHARGES			
RESIDENTIAL REAL ESTATE TAX	1444.74			RESIDENTIAL REAL ESTATE TAX	1363.93			RESIDENTIAL REAL ESTATE TAX	1392.07		
TRASH LIEN INTEREST	16.30			TRASH LIEN INTEREST	16.22			TRASH LIEN INTEREST	0.00		
TRASH LIEN	85.00			TRASH LIEN	85.00			TRASH LIEN	0.00		
TOTAL BILLED			1,546.04	TOTAL BILLED			1,465.15	TOTAL BILLED			1,392.07
Issue Date	Billed	Balance		Issue Date	Billed	Balance		Issue Date	Billed	Balance	
1 07/01/2013	340.99	0.00		1 07/01/2012	363.02	0.00		1 07/11/2011	483.84	0.00	
2 10/01/2013	340.98	0.00		2 10/01/2012	348.02	0.00		2 10/01/2011	483.84	0.00	
3 01/01/2014	432.04	0.00		3 01/01/2013	384.56	0.00		3 01/01/2012	212.20	0.00	
4 04/01/2014	432.03	389.53		4 04/01/2013	384.55	15.99		4 04/01/2012	212.19	0.00	
Charges/Fees		0.00		Charges/Fees		15.00		Charges/Fees		0.00	
Abatements/Exemptions		0.00		Abatements/Exemptions		0.00		Abatements/Exemptions		0.00	
Payments/Credits		1156.51		Payments/Credits		1465.06		Payments/Credits		1392.07	
Interest to 04/25/2014		0.00		Interest to 04/25/2014		1.89		Interest to 04/25/2014		0.00	
BALANCE DUE		389.53		BALANCE DUE		16.98		BALANCE DUE		0.00	

*Please note: The quarterly amounts billed may reflect Charges/Fees and Abatements/Exemptions.
*Please contact the Water/Sewer Commission at 787-6060 for current water and sewer charges.

NOTE: Outstanding balance for Trash Bills, Code Violations, and/or Prior Year RE Bills in the amount of \$310.65

CITATIONS-ENCLOSED IS THE BILL
#V7491 \$50.00
ANY QUESTIONS, PLEASE CALL THE CLERKS OFFICE

Stephen Lonergan
Treasurer Collector
For the City of Springfield

File Edit Tools Help

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Year/Type/Bill No.
 2009 GB-242 414464

Customer Account Information
 345473

Property Information
 Parcel ID 098500026

FRANCISCO DOMINGO & DOLORES
 725 PLUMTREE RD
 SPRINGFIELD, MA 01118

Prop Loc

Special Conditions/Notes

Installment Information

Int Dt	Billed	Abt/Adj	Pmt/Crd	Interest	Unpaid bal
04/13/09	100.00		.00	95.33	.00 4.67
Fees/Pen	.00		.00	.00	.00
Totals	100.00		.00	95.33	.00 4.67

Notes/Alerts

Due 04/25/2014	4.67
Per Diem	.00
Int Paid	.00
Total Paid	95.33

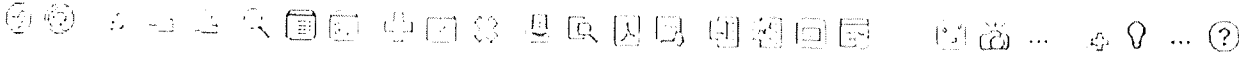
View prior unpaid bills

Navigation icons: Home, Previous, 7 of 24, Next, Stop, Search, Print

Display transaction history for the current bill.

OVR

My File Edit Tools Help



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Header

Year/period 2009 9 MAR Customer 345473 ... Addr no. 0 ...
 AR code 242 - HOUSING - CODE ENFORCEMENT FRANCISCO DOMINGO & DOLORES
 Invoice 414464 Project Accounting invoice 725 PLUMTREE RD
 Invoice date 03/23/2009 10:11:11 AM SPRINGFIELD, MA 01118
 Batch # 326
 Customer PO Contract
 Unpaid balance 4.67 For/loc 23-25 PORTLAND ST
 Discount % .00 3/20/09
 Department 242 - HOUSING-CODE ENFORCEMENT
 Parcel 093500026

Comments

Detail

Line	Description	Billed	Adjusted	Paid	Due	User De
1	LITTER - E	100.00	.00	.00	95.33	4.67

Totals

Billed	Adjusted	Paid	Due
100.00	.00	95.33	4.67



1 of 1

Access invoice detail lines.

My File Edit Tools Help



History

Year/Type/Bill No.
2009 GB-242 417460

Customer Account Information

345473

Detail

Property Information

FRANCISCO DOMINGO & DOLORES
725 PLUMTREE RD
SPRINGFIELD, MA 01118

Orig Bill

Parcel ID 098500026

Effective Date

Prop Loc

Special Conditions/Notes

Lien/Sale

Scan Bill

Installment Information

Quick Entry

Int Dt	Billed	Abt/Adj	Pmt/Crd	Interest	Unpaid bal
06/11/09		100.00	.00	.00	100.00
	Fees/Pen	.00	.00	.00	.00
	Totals	100.00	.00	.00	100.00

Utility Acct

Customer

Name

Notes/Alerts

Due 04/25/2014	100.00
Per Diem	.00
Int Paid	.00
Total Paid	.00

Parcel

Prop Code

Bill Dates

Bill Audits

Bill Events

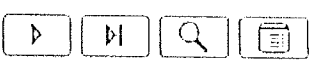
Reprint

Preferences

Diagnostics

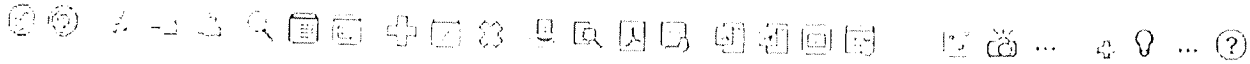


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Display original billing information for the current bill.

018



-
-
-
-

Header

Year/period 2009 11 MAY

AR code 242 - HOUSING - CODE ENFORCEMENT

Invoice 417460 Project Accounting invoice

Invoice date 05/21/2009 11:11

Batch # 400

Customer PO

Unpaid balance 100.00

Discount % .00

Department 242 - HOUSING-CODE ENFORCEMENT

Parcel 098500026

Customer 345473 ... Addr no. 0 ...

FRANCISCO DOMINGO & DOLORES
725 PLUMTREE RD
SPRINGFIELD, MA 01118

Contract

For loc 23-25 PORTLAND ST
5/20/09

Detail

Line	Description	Billed	Adjusted	Fee	Due	Unpaid
1	LITTER - E	50.00		.00	.00	50.00
2	PLACEMENT	50.00		.00	.00	50.00

Totals

Billed	Adjusted	Paid	Due
100.00	.00	.00	100.00



Access invoice detail lines.

My File Edit Tools Help



History

Year/Type/Bill No.
2014 UB-U 297945

Customer Account Information

345473

Detail

Property Information

FRANCISCO DOMINGO & DOLORES
725 PLUMTREE RD
SPRINGFIELD, MA 01113

Orig Bil

Parcel ID 098500026

Effective Date

UB Acct # 098500026

Special Conditions/Notes

Lien/Sale

Prop Loc 25 23 PORTLAND ST
SPRINGFIELD

Scan Bill

Installment Information

Quick Entry

Int Dt	Billed	Abt/Adj	Pmt/Crd	Interest	Unpaid bal
04/19/14		90.00	.00	.00	90.21
	Fees/Pen	.00	.00	.00	.00
	Totals	90.00	.00	.00	90.21

Utility Acct

Customer

Name

Notes/Alerts

Due 04/25/2014 90.21

Parcel

Per Diem .03

Prop Code

ACTIVE, Lien? Y

Int Paid .00

Bill Dates

View prior unpaid bills

Total Paid .00

Bill Audits

Bill Events

Reprint

Preferences

Diagnostics



Display original billing information for the current bill.

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- Parcel
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- Bill Events
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- Diagnostics

Year/Type/Bill No.
 2013 UB-U 264233

Customer Account Information

345473
 FRANCISCO DOMINGO & DOLORES
 725 PLUMTREE RD
 SPRINGFIELD, MA 01118

Property Information
 Parcel ID 098500026
 UB Acct # 098500026
 Prop Loc 25 23 PORTLAND ST
 SPRINGFIELD

Special Conditions/Notes

Installment Information

Int Dt	Billed	Abt/Adj	Pmt/Crd	Interest	Unpaid bal
04/27/13	90.00		.00	.00	100.77
Fees/Pen	.00		15.00	.00	15.00
Totals	90.00		15.00	.00	115.77

Notes/Alerts

Due 04/25/2014	115.77
Per Diem	.03
Int Paid	.00
Total Paid	.00

ACTIVE, Lien? Y

View prior unpaid bills

Display original billing information for the current bill.

OVR

Account Report (02053574)

Vehicle

License VIN Year Make Model Color

Registered Owner

Name Address

Citation Issue Date Officer ID Location

Violation

Date	Description	Amount
01/27/13	Unregistered motor vehicle	\$50.00
Amount Due		\$50.00

ACCOUNT SUMMARY			
Open Violations	1		
Closed Violations	0		
Total Violations	1	Account Balance	\$50.00

My File Edit Tools Help



History

Year/Type/Bill No.
2013 RE-R 13364

Customer Account Information

345473

Detail

Property Information

FRANCISCO DOMINGO & DOLORES
725 PLUMTREE RD
SPRINGFIELD, MA 01118

Orig Bill

Parcel ID 098500026

Effective Date

Alt Parc

Special Conditions/Notes

Lien/Sale

Prop Loc 25 23 PORTLAND ST

Scan Bill

Installment Information

Quick Entry

Int Dt	Billed	Abt/Adj	Pmt/Crd	Interest	Unpaid bal
08/02/12		348.02	.00	348.02	.00
11/02/12		348.02	.00	348.02	.00
02/02/13		384.56	.00	384.56	.00
05/02/13		364.55	.00	369.46	1.89
Fees/Pen		.00	15.00	15.00	.00
Totals		1,465.15	15.00	1,465.06	1.89

Utility Acct

Customer

Name

Parcel

Prop Code

Bill Dates

Notes/Alerts

Due 04/25/2014	16.93
Per Diem	.01
Int Paid	2.54
Total Paid	1,467.60

Bill Audits

JAN 1 Owner: FRANCISCO DOMINGO &

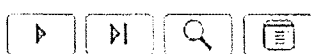
Bill Events

View all unpaid bills

Reprint

Preferences

Diagnostics



Display original billing information for the current bill.