# **TABLE OF CONTENTS**

## **BIDDER'S INFORMATIONAL PACKAGE**

# 199 PINE STREET FLORENCE, MASSACHUSETTS

DESCRIPTION	PAGE#
MORTGAGEE'S SALE OF REAL ESTATE	1-4
MEMORANDUM OF SALE	5-15
MUNICIPAL LIEN CERTIFICATE	16-17

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#### MORTGAGEE'S SALE OF REAL ESTATE

Premises: 199 PINE STREET

FLORENCE, MASSACHUSETTS

By virtue and in execution of the Power of Sale contained in a certain mortgage given by SUGAR HILL HOLDINGS, LLC to CHICOPEE SAVINGS BANK, said mortgage dated July 7, 2011, and recorded with the HAMPSHIRE COUNTY REGISTRY OF DEEDS in Book 10597, Page 65, of which mortgage the undersigned is the present holder, for breach of the conditions in said mortgage contained and for the purpose of foreclosing the same will be sold at Public Auction at 10:00 a.m. on May 21, 2014, upon the mortgaged premises at 199 Pine Street, Florence, Massachusetts, bounded and described as follows:

The land in Florence, Hampshire County, Massachusetts, bounded and described as follows:

#### TRACT I:

That certain tract or parcel of land, together with all improvements thereon, situate on the Northwesterly line of Pine Street, the Southerly line of Meadow Street and the Southwesterly line of Corticelli Street, bounded and described as follows:

Beginning at an iron pipe set at the intersection of said Northwesterly line of Pine Street with said Southwesterly line of Corticelli Street, the same being the most Easterly corner of the parcel hereby conveyed and thence running:

S. 62° 04' 46" W. 188.56 feet to an iron pipe; thence running

SOUTHWESTERLY following the arc of a curve to the right, having a radius of 673.83 feet, an arc length of 101.92 feet to an iron pipe; thence running

S. 71° 08' 26" W. 139.75 feet to an iron pipe; thence running

S. 78° 03' 11" W. 31.19 feet to an iron pipe set at Lot "2" shown on the plan of land first hereinafter referred to (the last four courses and distance being along said

Northwesterly line of Pine Street); thence running

N. 06° 46' 42" W. 332.39 feet to an iron pipe; thence running

S. 83° 13' 18" W. 100.00 feet to an iron pipe; thence running

N. 63° 08' 30" W. 30 feet to an iron pipe; thence continuing

N. 63° 08' 30" W. 8 feet, more or less, to a point on the Easterly edge of Mill River; thence

running

NORTHEASTERLY along said Easterly edge of the Mill River 767 feet, more or less, to a point on said Southerly line of Meadow Street (the last five courses and distance being long said Lot "2"); thence running N. 75° 47' 05" E. along said Southerly line of Meadow Street 42 feet, more or less, to an iron pipe set at the intersection of said Southerly line of Meadow Street with said Southwesterly line of Corticelli Street; thence running S. 03° 28' 50" W. along said Southwesterly line of Corticelli Street 297.55 feet to an iron pipe at land now or formerly of Michael J. Behrens & Pamela J. Behrens; thence running S. 84° 38' 30" W. 75.00 feet to an iron pipe; thence running S. 10° 44; 45" W. 160.00 feet to an iron pipe; thence running N. 86° 56' 42" E. 37.40 feet to an iron pipe set at land now or formerly of Douglas R. Hood (the last three courses and distances being along said land now or forermly of Michael J. Behrens & Pamela J. Behrens); thence running along said land now or formerly of Douglas R. Hood 180.50 feet to an iron S. 24° 11' 57" W. pipe at land now or formerly of Stanley Koczajowski & Joanne E. Koczajowski; thence running S. 24° 16' 15" W. along said land now or formerly of Stanley Koczajowski & Joanne E. Koczajowski 36.75 feet to a corner of a fence; thence running S. 29° 21' 59" E. along said land now or formerly of Stanley Koczajowski & Joanne E. Koczajowski and along land now or formerly of Joseph A. Kozlakowski & Veronica T. Kozlakowski, land now or formerly of the Northampton Housing Authority and land now or formerly of Ruth E. Melville & Herbert Melville 199.68 feet to a corner of a fence; thence running along said land now or formerly of Ruth E. Melville & Herbert Melville N. 59° 47' 41" E. 195.28 feet to an iron pipe on said Southwesterly line of Corticelli Street; thence running S. 29° 33' 30" E. along said Southwesterly line of Corticelli Street 301.94 feet to the iron

The above described TRACT I is the same parcel shown and described as Lot "1" on a plan of land entitled "PLAN OF LAND IN NORTHAMPTON, MASSACHUSETTS PREPARED FOR THE PRO CORPORATION", dated June 28, 1988, prepared by Almer Huntley, Jr. & Associates, Inc., recorded in the Hampshire County Registry of Deeds in Plan Book 158, Page 96.

pipe set at the place of beginning.

Subject to easement rights in favor of Massachusetts Electric Company as set forth under instrument dated June 10, 1996 and recorded as aforesaid in Book 4921, Page 117;

Subject to Easement rights granted and reserved in deed to Pine Street Enterprises, Inc. as set forth under instrument dated November 28, 1994 and recorded as aforesaid in Book 4597, Page 149; (between Lots 1 and 2 on Book of Plans 158, Page 96);

Subject to Easement rights in Meadow Street in favor of the City of Northampton as set forth under instrument dated October 13, 1976 and recorded as aforesaid in Book 1927, Page 244.

Subject to Agreement regarding tunnel under the street with Lester E. Anderson, et al, as set forth under instrument dated January 2, 1973 and recorded as aforesaid in Book 1680, Page 252;

Subject to Easement rights in favor of Massachusetts Electric Company as set forth under instrument dated March 14, 1968 and recorded as aforesaid in Book 1528, Page 550.

TERMS OF SALE: Said premises will be sold and conveyed subject to all unpaid taxes, tax titles, municipal liens and assessments, if any, which take precedence over the said mortgage above described. It shall be the bidder's sole responsibility to ascertain all items described in this paragraph and no representations are made concerning compliance with applicable zoning, building, sanitary or other state and/or municipal regulations.

To qualify as a bidder, an initial deposit of Fifty Thousand (\$50,000.00) Dollars (the "Deposit") of the purchase price must be paid in cash, certified check, bank treasurer's or cashier's check at the time and place of the sale.

The Deposit shall be paid by the successful bidder to Murphy McCoubrey ("Escrow Agent") as earnest money, by certified or bank cashier's check, unless otherwise announced at the sale. Said deposit shall be retained by the Escrow Agent as liquidated damages in the event that the successful bidder fails to perform and as a result does not consummate the sale. The successful bidder will be required to pay the balance of the purchase price plus a five (5%) percent buyer's premium payment, in addition to the bid price, within thirty (30) days from the date of sale. TIME WILL BE OF THE ESSENCE.

In the event that the successful bidder at the public auction shall default in purchasing the within described property according to the terms of this Notice of Mortgagee's Sale and/or the terms of the Memorandum of Sale executed at the public auction, the Mortgagee reserves all of its rights against such successful bidder and in addition, the Mortgagee may, at its election, purchase the property for the amount bid by the successful bidder or sell the property to the second highest bidder at the public auction, provided that the Mortgagee in its discretion may require, (i) said second highest bidder to deposit with the Escrow Agent in the amount of the required deposits as set forth herein within three (3) business days after written notice to the second highest bidder of the default of the previous highest bidder, (ii) the second highest bidder to execute a Memorandum of Sale and (iii) the closing to occur within twenty (20) days of said written notice time being of the essence.

The successful bidder shall pay all recording fees and documentary stamps in connection with the transfer of the premises, and the transfer or issuance of any licenses, all real estate taxes, tax titles, and municipal charges due as of the date of sale and those due thereafter through the date of Closing, as well as all of its costs in connection with the transaction, including but not limited to title examinations and title premiums. No adjustments whatsoever will be made, whether for taxes, municipal charges, utilities or otherwise.

The successful bidder will be required to sign at the auction sale a Memorandum of Sale containing the terms of sale.

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

By

Other terms to be announced at the time and place of sale.

CHICOPEE SAVINGS BANK Present Holder of Said Mortgage

By its Aftorney-In-Fact

Dated: April 17, 2014

Norman LGuz, Ir., Esq.

MURPHY McCOUBREY

272 Exchange Street Chicopee, MA 01013

(413) 592-6106

# MEMORANDUM OF SALE

This Memorandum of Sale is made this 21st day of May, 2014, by and among Chicopee Savings Bank, a Massachusetts financial institution, having a usual place of business at 70 Center Street, Chicopee, Massachusetts (the "Mortgage Holder"), Aaron Posnik & Co., Inc. of 83 State Street, Springfield, MA (the "Auctioneer") and of
1.1 MORTGAGE HOLDER'S SALE AT PUBLIC AUCTION. Pursuant to a public auction (the "Auction") conducted on May 21, 2014 by the Auctioneer on behalf of the Mortgage Holder as holder of a Mortgage from Sugar Hill Holdings, LLC ("Mortgagor") to Mortgage Holder dated July 7, 2011, as amended, and recorded with the Hamdpen County Registry of Deeds at Book 10597, Page 65, (the "Mortgage") and pursuant to the Power of Sale contained therein, the Buyer, as the highest bidder, agrees to purchase the property described below in accordance with the terms hereof.
1.2 DESCRIPTION OF THE PROPERTY. The Property shall mean the following:
(a) The Property. A certain parcel of land situated at Hampshire County, Massachusetts, known as 199 Pine Street, Florence, MA, as more particularly described in the Mortgagee's Notice of Sale ("Mortgagee's Notice") attached as Exhibit A and incorporated herein by reference, together with the property and subject to the terms and conditions set forth in said Mortgagee's Notice (the "Property").
(b) 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 Mortgage Holder or Auctioneer or their respective agents SHALL NOT INVALIDATE nor become part of this sale as THE BUYER HAS EXAMINED THE PROPERTY TO HISIHER SATISFACTION.
1.3 TRANSFER OF THE PROPERTY. The Property shall be conveyed by mortgagee's deed (Massachusetts General Laws, Chapter 183), under the statutory power of sale and delivered together with an Affidavit, such Deed and Affidavit to be substantially in the form set forth in attached as Exhibit A.
1.4 PRICE AND DEPOSIT. The bid price for which the Property has been sold to the Buyer is \$ of which \$50,000.00 has been paid this day in escrow to Murphy McCoubrey ("Escrow Agent") in accordance with the terms of the Mortgagee's Notice. The Buyer will be required to pay the balance of the purchase price plus a five (5%) percent buyer's premium in addition to the bid price, within thirty (30) days from the date of auction sale. The Mortgage Holder shall deposit such amount in a non-interest bearing account. TIME WILL BE OF THE ESSENCE.

- 1.5 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 Murphy McCoubrey, 272 Exchange Street, Chicopee, Massachusetts at ten o'clock (10:00) A.M. on or before June 21, 2014, time being of the essence, unless Mortgage Holder otherwise agrees (the "Closing").
- 1.6 TITLE. Buyer acknowledges that it has reviewed this Memorandum of Sale, the Mortgagee's Notice, the Municipal Lien Certificate(s), and all other materials delivered at the sale (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 Mortgage Holder 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 Mortgage Holder or Escrow Agent or their employees, agents and representatives, whether at law or in equity; provided, however, that at the election of the Buyer and the Mortgage Holder, Buyer may accept such title as the Mortgage Holder can deliver to the Property in its then condition and to pay therefor the purchase price without deduction.

#### 1.7 RISK OF LOSS/INJURY.

- (a) Mortgage Holder 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 Mortgage Holder, 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 Mortgage Holder. In the event Mortgage Holder, in its sole and exclusive discretion, permits the Buyer or its agents to enter upon the Property, Buyer indemnifies Mortgage Holder 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 sale risk and expense of the Buyer.
- 1.8 ACCEPTANCE OF DEED. The acceptance of a deed to the Property by the Buyer shall be deemed to be a full performance and discharge or every agreement and obligation herein contained or expressed or arising out of said Auction on the part or the Mortgage Holder to be performed or observed. The Mortgage Holder 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.
- 1.9 CONDITION OF THE PROPERTY. THE PROPERTY IS BEING SOLD "AS IS", "WHERE IS", AND "WITH ALL FAULTS" AS OF THE DATE OF CLOSING.
  MORTGAGE HOLDER WILL MAKE NO AGREEMENT TO ALTER, REPAIR OR IMPROVE THE PROPERTY. MORTGAGE HOLDER 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 MORTGAGE HOLDER OR AUCTIONEER. IN THE EVENT ANY INFORMATION CONTAINED IN THE BIDDER'S PACKAGE V ARIES 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 any of the Property can be used as a residence or a multi-family dwelling
- (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 lo 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 Mortgage Holder harmless from all liability and expenses, including reasonable attorney's fees, incurred by Mortgage Holder on account of the condition or use of the Property.
- 1.10 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, Mortgage Holder 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, Mortgage Holder, or otherwise, together with costs of resale and any costs of maintaining or owning the Property. In the event Mortgage Holder resells the Property, Buyer shall have no claim to any excess of the eventual sale price over the amount bid.

- 1.11 ASSIGNMENT. The successful bidder may not assign the bid or its rights under this Memorandum of Sale without the prior written consent of the Mortgage Holder.
- 1.12 DEED STAMPS, DETECTORS, FEES, ADJUSTMENTS. The Buyer shall pay all recording fees and documentary stamps and sales tax in connection with the transfer of the Property, any real estate taxes, tax titles, 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.
- 1.13 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 Mortgage Holder 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.

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

CHICOPEE SAVINGS BANK	
Ву:	_
BUYER	
By:	_
AUCTIONEER	
Ву:	

OUTCODER GAMBICO DANIA

Received from the Buyer the sum of \$	as a deposit on account
of the above Memorandum, subject to the terms and conforth.	nditions of the sale hereinabove set
	MURPHY McCOUBREY
	Attorney for the Mortgage Holder
	Ву:
	Exhibits

- Form of Deed and Affidavit and attached Mortgagee's Notice

A

# Exhibit A to Memorandum of Sale

# Foreclosure Deed

Chicopee Savings Bank, a Massachusetts financial institution having a usual place of business at 70 Center Street, Chicopee, Massachusetts, holder of a mortgage

### Exhibit A-1

The land in Florence, Hampshire County, Massachusetts, bounded and described as follows:

#### TRACT I:

That certain tract or parcel of land, together with all improvements thereon, situate on the Northwesterly line of Pine Street, the Southerly line of Meadow Street and the Southwesterly line of Corticelli Street, bounded and described as follows:

Beginning at an iron pipe set at the intersection of said Northwesterly line of Pine Street with said Southwesterly line of Corticelli Street, the same being the most Easterly corner of the parcel hereby conveyed and thence running:

S. 62° 04' 46" W. 188.56 feet to an iron pipe; thence running

SOUTHWESTERLY following the arc of a curve to the right, having a radius of 673.83 feet, an

arc length of 101.92 feet to an iron pipe; thence running

S. 71° 08' 26" W. 139.75 feet to an iron pipe; thence running

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N. 06° 46' 42" W. 332.39 feet to an iron pipe; thence running

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N. 63° 08' 30" W. 30 feet to an iron pipe; thence continuing

N. 63° 08' 30" W. 8 feet, more or less, to a point on the Easterly edge of Mill River; thence running

NORTHEASTERLY along said Easterly edge of the Mill River 767 feet, more or less, to a point on said Southerly line of Meadow Street (the last five courses and distance being long said Lot "2"); thence running

N. 75° 47' 05" E. along said Southerly line of Meadow Street 42 feet, more or less, to an iron pipe set at the intersection of said Southerly line of Meadow Street with said Southwesterly line of Corticelli Street; thence running

S. 03° 28' 50" W.	along said Southwesterly line of Corticelli Street 297.55 feet to an iron pipe at land now or formerly of Michael J. Behrens & Pamela J. Behrens; thence running
S. 84° 38' 30" W.	75.00 feet to an iron pipe; thence running
S. 10° 44; 45" W.	160.00 feet to an iron pipe; thence running
N. 86° 56' 42" E.	37.40 feet to an iron pipe set at land now or formerly of Douglas R. Hood (the last three courses and distances being along said land now or forermly of Michael J. Behrens & Pamela J. Behrens); thence running
S. 24° 11' 57" W.	along said land now or formerly of Douglas R. Hood 180.50 feet to an iron pipe at land now or formerly of Stanley Koczajowski & Joanne E. Koczajowski; thence running
S. 24° 16' 15" W.	along said land now or formerly of Stanley Koczajowski & Joanne E. Koczajowski 36.75 feet to a corner of a fence; thence running
S. 29° 21' 59" E.	along said land now or formerly of Stanley Koczajowski & Joanne E. Koczajowski and along land now or formerly of Joseph A. Kozlakowski & Veronica T. Kozlakowski, land now or formerly of the Northampton Housing Authority and land now or formerly of Ruth E. Melville & Herbert Melville 199.68 feet to a corner of a fence; thence running
N. 59° 47' 41" E.	along said land now or formerly of Ruth E. Melville & Herbert Melville 195.28 feet to an iron pipe on said Southwesterly line of Corticelli Street; thence running
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Subject to Easement rights granted and reserved in deed to Pine Street Enterprises, Inc. as set forth under instrument dated November 28, 1994 and recorded as aforesaid in Book 4597, Page 149; (between Lots 1 and 2 on Book of Plans 158, Page 96);

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Subject to Agreement regarding tunnel under the street with Lester E. Anderson, et al, as set forth under instrument dated January 2, 1973 and recorded as aforesaid in Book 1680, Page 252;

Subject to Easement rights in favor of Massachusetts Electric Company as set forth under instrument dated March 14, 1968 and recorded as aforesaid in Book 1528, Page 550.

## Exhibit A-2 Affidavit of Sale

Elizabeth Maroney, the Senior Vice-President of Chicopee Savings Bank, named in the foregoing deed, make oath and say that the principal, interest and tax obligations mentioned in the above-described mortgage were not paid or tendered or performed when due prior to the sale,

That I complied with Chapter 244, Section 14 of the Massachusetts General Laws, as amended, the above-described mortgage and the Massachusetts statutory power of sale, by causing to be published on April 21 and 28, and May 5, 2014 in The Daily Hampshire Gazette, a newspaper published or by its title page purporting to be published in Springfield, Massachusetts and having a general circulation in Northampton, Massachusetts, a notice of which a true copy is attached hereto as Exhibit A-3 and made a part hereof, and by mailing the required notices by registered mail, return receipt requested.

Pursuant to said notice at the time and place therein appointed, Chicopee Savings Bank, sold the portion of the mortgaged premises described in <a href="Exhibit A-1">Exhibit A-1</a> at public auction by Aaron Posnik & Co., Inc., of 83 State Street, Springfield, Massachusetts, a licensed auctioneer, to for bid by said, being the highest bid made for such portion of the mortgaged premises at said auction.
mortgaged premises at said auction.
Executed under seal this
CHICOPEE SAVINGS BANK
By:
On thisday of May, 2014 before me, the undersigned notary public, personally appeared Elizabeth Maroney, proved to me through satisfactory evidence of identification, namely the person was known to me to be the person whose name is signed on the preceding or attached document and acknowledged to me that such person is the duly authorized Senior Vice-President of Chicopee Savings Bank and that such person signed such document voluntarily as such person's free act and deed for its stated purpose on behalf of such Chicopee Savings Bank.
Notary Public My Commission Expires:

# Exhibit A-3 Attach Tear Sheet of Mortgagee's Notice

# MORTGAGEE'S SALE OF PIKAL BUTATE Printing: 199 PINE STREET FEMILICE, MASSACHUSETTS PLINTERS. MARSANCHUSE: 118 By Wittle and in execution of the Power of Sale contained in a certain mortgage given by SUGAR HILL HOLDINGS, LLC to CHICOPEE SAVINGS BANK, said mortgage deteild July 7, 2011, and recorded with the HAMPSHRE COUNTY REGISTRY OF DEEDS in Book 1086/r, Page 85, of which mortgage the undersigned is the present holder, for breach of the conditions in said mortgage contained and for the purpose of foreclosing the same will be said at Public Austien at 10:00 a.m. on May 21, 2014, upon the mortgaged premises, at 199 Pine Street, Research senting by production of described as follows: nce. Massachusetts, bounded and described as follows: The land in Florence, Hampshire County, Massachusetts, bounded and described as That certain tract or percel of land, together with all improvements thereon, situate on the Northwesterly line of Pine Street, the Southerly line of Meadow Street and the Southwesterly line of Corticelli Street, bounded and described as follows: Beginning at an iron pipe set at the intersection of said Northwesterly line of Pine Street with said Southwesterly line of Corticelli Street, the same being the most Easterly corner of the pancel heribby conveyed and thence running: 2. a29 04 48" W. 188.56 feet to an iron pipe; thence running SOUTH-WESTERLY following the arc of a curve to the right, having a radius of 673.83 feet, an arc length of 101.92 feet to an iron pipe; thence running S, 719.05 25 W. 139.75 feet to an iron pipe; thence running 31.19 feet to an iron pipe set at Lot "2" shown on the pian of land S. 78º 03',11" W. because and to the last four courses and distance being along said. Northwesterly line of Pine Street); thence running 11; ope 46" 32" W. 332:39 Teet to all iron pipe; thence running 18; ope 46" 32" W. 332:39 Teet to all iron pipe; thence running 100.00 feet to an iron pipe; thence continuing N, 63° 08" 80" W. 30 feet to an iron pipe; thence continuing 100.00 feet to an iron pipe; theroe running 30 feet to an iron pipe; thence continuing 8 feet, more or less, to a point on the Easterly edge of Mill River; N. 63º 08' 30" W. thence running NORTHEASTERLY NORTHEASTERLY along said Easterly edge of the Mill River 767 feet, more or less, to a point on said Southerly line of Meadow Street (the lest five courses and distance biging long iron pipe at lend now or formerly of Michael J. Behrens a. Pamera. J. Behrens; wherea submining S. 84° 38′ 30″ W. 75.00 feet to an iron pipe; thence running S. 16° 42′ E. 37.40 feet to an iron pipe set at lend now or formerly of Deuglas R. Hood (the last three courses and distance being along said land now or foreignly of Michael J. Behrens); thence running S. 24° 11′ 57″ W. along said land now or formerly of Douglas R. Hood 199.50 feet to an iron pipe at land now or formerly of Stanley Koczajowaki & Joanne E. Koczajowaki, Stanley running S. 24\* 16' 15" W. \* along said land now or formerly of Stanley Koczajoweki & Jeisten E. Koczajowski 38.75 feet to a corper of a fence; thence running S, 29°21'59° E. along said land now or formerly of Stanley Koczajowski & Joanna E. Koczejowski and along land now or formerly of Joseph A. Kozlekowski & Marchiga E. Koczejowski, and along land now or formerly of Joseph A. Kozlekowski, and now or formerly of the Northempton Housing Authority and land now or formerly of Ruth E. Melville & Herbert Melville 198,68 feet to a corner of a fence; themps N, 59# 47" 41" E. along said land now or formerly of Ritth E. Melville & Herbert Mit 195.29 feet to an iron pipe on said Southwesterly line of Corticelli Street; thence running along said Southwesterly line of Corticelli Street 301.94 feet to the S. 29º 33' 30" E. S. 297 337 307 E. along said Southwestern into the controls street 301.59 less than the place of beginning. The above described TRACT I is the saide parasit sheart and described as Lot "1" op. a. plan of land entitled "PLAN OF LAND IN NORTH-MARTICIN, MISSACH-UBETTS PROPERTIES PROPERTIE

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Subject to exservent rights, in favor of Massachusetts Blackto Company as set forth under instrument dated June 10; 1505 and reserved to abbitional in Black sits 21, Page 117; Subject to Esserved three principles and reserved to dead to Fine Street Enterprises, Inc.; as set forth under instrument dated November 28, 1604 and recorded as aforeseld in Book 4007, Page 100; Töblyrein Lots 1 and 2 on 1505k of Plane 156, Page 100; Northernpton as set forth under instrument rights in Meadow, Street in favor of the City of Northernpton as set forth under instrument idead October 12, 1978 and recorded as aforeseld in Book 1897, Page 104.
    Subject to Agreement reparding tunnet under the street with Lester E. Anderson, et al., as set forth funder instrument dated Jenuery 2, 1973 and recorded as aforesaid in Book 1680, Page 1975.
   202;
Subject to Essement rights in fewor of Massachusette Electric Company se set forth under instrument total March 14, 1968 and geodred as soveseld in Book 1528, Page 550.
THISINE OF SALE: Said premises will be sold and journeyed subject to all unpaid texas, tax, then in the passachuse of the said sessements, if any, which take precedence over the said reortogge abits described. It shall be the bidder's sole responsibility to ascertain all terms deputited in this passachuse and no representations are made denoeming compliance with applicable in this passachuse and no representations are made denoeming compliance with applicable in this passachuse in the passachuse of the states and/or municipal regulations.
To quality as a bidder, art initial deposit of Fifty Thousand ($50,000,00). Dollars (the "Deposit") of the purchase price must be paid in ossit, certified check, benk treasurer's or cashier's chants at the time and place of the sale.

The Deposit shall be paid by the successful bidder to Murchy McCoubrey ("Escrivi linenting the purchase of the sale.
            The Deposit shall be paid by the successful bidder to Murphy McCoulbrey ("Escrow Agent")
       The Deposit shall be paid by the successful bidder to Murphy McCoubrey ("Escrow Agent") as earnest money, by certified or ben's pastner's check, unless otherwise shorounded at the safe. Baid deposit shall be retained by the Escrow Agent as liquidated demages in the event that the successful bidder talls to perform and as a yeart does not consummate the safe. The successful bidder will be required to pay the belience of the purchase price plus a flar ($16) percent buyer's premium payment, in addition to the bid price, within thirty (30) design from the date of seet. TIME WILL BE OF THE ESSENCE.
       percent buyer's premium payment, in addition to the bid price, within thirty (30) desertion the date of sale. TIME WILL BE OF THE ESSENCE. In the sixtent that the successful bidder at the public aucition shall default in purchasing the within described properly according to the terms of this Notice of Mortgages's Sale sand the terms of the Notice of Mortgages's Sale sand the terms of the Notice of Mortgages in Sale sand the terms of the Notice of Mortgages in the sale sand of the rights against such successful bidder that in addition, the Mortgages may, at this bledder, purchase the property for the amount bid by the successful bidder or sell the property to the second highest bidder at the public sudden, provided that the Mortgages in its discession may require. (I) said second highest bidder to deposit with the Escrow Agent in the amount of the required deposits as selt forth herein within three (S), business days after written redise to the second highest bidder to execute a Morrorandum of Sale and (III) the closing to deposit within twenty (III) days of the second. The sale may to close the bidder at the being of the essence.

The sale may be considered to the premisers and the transfer or issuance of any increase, all real sales the other of the close said those due thereafter through the days of Closing, as well as all of its goats in connection with the transaction, installing but not limited to title examinations and title transaction of otherwise.

The successful bidder at selection of the date of otherwise.

The sale may be postponed or additioned from time to three, it receives, by the attornity for the property of the terms of eate.
                   The sale may be postponed of adjourned from time to time, if recessary, by the attornity for the moderate and the scheduled time and place of sale. The description for the premises controlled in the event of a typographical error in this publication.
                        Other terms to be announced at the time and place of sale.
                                                                                                                                                                                                                                                                                                                                                                                              CHICOPEE SAVINGS IN
                                                                                                                                                                                                                                                                                                                                                                    Present Holder of Said Miles
By ite Attorney in The
Dated: April 17, 2014
                                                                                                                                                                                                                                                                                                                                                                                                                               Norman J. Guzidir. Bi
                                                                                                                                                                                                                                                                                                                                                                                                                          MURPHY McCOU
                                                                                                                                                                                                                                                                                                                                                                                                                                        272 Exchange Street
Chicopee, MA 01013
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                (413)692-6108
April 21 38
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tate Tax Form 290

ertificate: 578 ssuance Date: 04/08/2014

MUNICIPAL LIEN CERTIFICATE City of Northampton COMMONWEALTH OF MASSACHUSETTS

equested by ATTORNEY NORMAN J. GUZ, JR.

certify from available information that all taxes, assessments and charges ow payable that constitute liens as of the date of this certificate on the arcel of real estate specified in your application received on 04/08/2014 are isted below.

#### DESCRIPTION OF PROPERTY

'arcel ID: 22B-109-001

199 PINE ST

SUGAR HILL HOLDINGS .57 MAIN ST HATFIELD	LLC MA 0103	3	Land area Land Value Impr Value Land Use Exemptions Taxable Valu	4.67 AC 558,230 1,175,770 0 0 1,734,000
Deed date: 12/01/20		age: 8967/149		

Deed	date:	12/01/	2006	Book/	Page:	8967/149
17		TATIOTOR	ד ת ד כדי			

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FISCAL YEAR	2014	2013	2012
DESCRIPTION 2014 CPA TAX SURCHARGE REAL ESTATE TAX PRINCIPAL	\$800.59	\$741.81	\$505.95
	\$26,686.26	\$24,726.84	\$16,865.06
FOTAL BILLED: Charges/Fees Abatements/Exemptions Payments/Credits Interest to 04/08/2014	\$27,486.85	\$25,468.65	\$17,371.01
	\$.00	\$.00	\$.00
	\$.00	\$.00	\$.00
	-\$12,734.33	-\$25,468.65	-\$17,371.01
	\$181.07	\$.00	\$.00
TOTAL BALANCE DUE:	\$14,933.59	\$.00	\$.00

TOTAL INTEREST PER DIEM:

A Company of the Section

\$2.8292

WATER/SEWER ACCOUNT CURRENT WATER DUE

CURRENT SEWER DUE

21-30052680

PAID

PAID

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 CITY COLLECTOR

Elberac

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE

4/08/2014 11:06 281bkap

City of Northampton PERSONAL PROPERTY TAX STATEMENT

PG txtaxstm

ROPERTY: 16280

OCATION: 199 PINE ST

URRENT OWNER:
NEW ENGLAND METAL PROCESSING
1 CORTICELLI ST

FLORENCE MA 01062-

CURRENT STATUS:

TAXABLE VALUATION :

INTEREST DATE: 04/08/2014

EAR	TYPE INST	BILL CHARGE	BILLED	PRIN DUE	INT DUE	TOTAL DUE
:008	PP-R 1 3 4	1536 DEMAND FEE PERS PROP PERS PROP	5.00 118.44 118.44	5.00 .00 118.44	.00 .00 98.49	5.00 PAID 216.93
			241.88	123.44	98.49	221.93
3RANI	TOT	ALS	241.88	123.44	98.49	221.93