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## **BIDDER'S INFORMATIONAL PACKAGE**

### **130 WARD STREET NORTH BROOKFIELD, 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 Dominic Kirchner II, as Trustee of Draward Realty Trust to PENSICO Trust Company Custodian FBO Louis Bedard IRA, PENSICO Trust Company Custodian FBO Donald O'Sullivan IRA, and PENSICO Trust Company Custodian FBO Tamberlaine Harris IRA, said mortgage being dated July 17, 2012, and recorded in the Worcester County Registry of Deeds in Book 49325, Page 72, 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 11:00 A.M. on Thursday, May 22, 2014, upon the premises described in said mortgage, namely 130 Ward Street, North Brookfield, Worcester County, Massachusetts, all and singular the premises described in said mortgage, to wit:

The land in North Brookfield, Worcester County, Massachusetts, known and designated as follows:

The land in North Brookfield on the Southerly side of Ward Street, being shown on a plan entitled "Plan of Lots in North Brookfield, Mass. Owned by Jacob Byczek and Rosa L. Byczek, dated July 17, 1974, Theodore P. Drazek, R.L.S. North Brookfield, Mass." Said plan being recorded with the Worcester District Registry of Deeds, Plan Book 403 Plan 3, said land being more particularly bounded and described as follows:

BEGINNING at an iron pin in the southerly line of Ward Street, said iron pin being the Northwestern corner of the lot herein described, and being the northeastern corner of a Roadway as shown on said plan;

THENCE S. 6° 06' E. 200.00 feet along said Roadway to an iron pin also in the Easterly line of said Roadway; Thence S. 6° 06' E. 124.83 feet along said Roadway to a point;

THENCE S. 63° 24' E. 94.52 feet also along said Roadway to a point at other land of Jacob Byczek and Rosa L. Byczek;

THENCE N. 77° 53' E. 216.48 feet along said Byczek land to an iron pin at other land of Jacob Byczek and Rosa L. Byczek;

THENCE N. 17° 32' W. 200.00 feet along said Byczek land to an iron pin;

THENCE N. 74° 15' W. 129.50 feet to an iron pin;

THENCE N. 11° 42' W. 200.00 feet to an iron pin in the southerly line of Ward Street;

THENCE S. 69° 43' W. 24.60 feet along the southerly line of Ward Street; Thence S. 79° 32' W. 85.40 feet along the southerly line of Ward Street to the point of beginning.

Containing 75,600 sq. ft. of land, more or less.

SUBJECT to pole and line rights granted Western Massachusetts Electric Company and New England Telephone and Telegraph Company as set forth in instrument dated June 13, 1958 and recorded as aforesaid in Book 2613, Page 155.

SUBJECT to RESTRICTIONS as set forth in instrument recorded as aforesaid in Book 2717, Page 161.

BEING the premises most commonly known as 130 Ward Street, North Brookfield, MA.

Being the same premises conveyed to the grantors herein by Deed recorded in Worcester District Registry of Deeds at Book 48953, Page 36.

Subject to restrictions of record if the same are in force and applicable.

Said premises will be sold subject to and/or with the benefit of any and all restrictions, easements, improvements, covenants, outstanding tax title, municipal or other public taxes, assessments, liens or claims in the nature of liens, rights of parties in possession, and existing encumbrances of record created prior to the mortgage, if any there be.

No representations, express or implied, are made with respect to any matter concerning the premises which will be sold "as is".

The successful high bidder will be responsible for paying the Massachusetts State Documentary Tax Stamps, all closing costs and all recording fees.

**TERMS OF SALE:** The highest bidder in the sale shall be required to deposit cash, bank treasurer's check or certified check in the amount of **FIVE THOUSAND DOLLARS (\$5,000.00)** at the time and the place of the sale of the premises to qualify as a bidder (the present holder of the mortgage is exempt from this requirement) to be held by the Mortgagee. The successful bidder will also be required to deposit a sum equal to ten percent (10%) of the amount bid (less the \$5,000.00 deposit) with the Mortgagee's auctioneer, Aaron Posnik & Co., Inc., 83 State Street, Springfield, Massachusetts 01103 within five (5) days of the date of the sale at the time and place of the sale of the premises to be held by the Mortgagee, and the balance of the purchase price shall be paid in cash, certified or bank treasurer's check at the closing which shall occur within thirty (30) days after the date of foreclosure sale, time being of the essence, unless the Mortgagee agrees otherwise. The successful bidder at the sale shall be required to sign a Memorandum of Terms of Sale containing the above terms at the auction sale.

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 the right, at its election, to sell the property to the second highest bidder at the public auction provided that Mortgagee, in its discretion, may require (1) said second highest bidder to deposit the amount of the required deposit 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, (2) the second highest bidder to execute a Memorandum of Sale, and (3) the closing to occur within twenty (20) days of said written notice, time being of the essence unless the Mortgagee agrees otherwise. The Mortgagee reserves the right to sell any parcel or any portion thereof separately, or in any order that Mortgagee may choose and/or to postpone this sale to a later time or date by public proclamation at the time and date appointed for the sale and to further postpone any adjourned sale date by public proclamation at the time and date appointed for the adjourned sale date.

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

The description for the premises contained in said mortgage shall control in the event of a typographical error in this publication.

PENSCO Trust Company Custodian FBO Louis Bedard  
IRA, PENSCO Trust Company Custodian FBO Donald  
O'Sullivan IRA and PENSCO Trust Company Custodian  
FBO Tamberlaine Harris IRA,  
Present Holder of said Mortgage

By \_\_\_\_\_  
Francis R. Mirkin, Its Attorney  
BACON WILSON, P.C.  
33 State Street  
Springfield, MA 01103

April 25, May 2, May 9

**MEMORANDUM OF SALE OF REAL PROPERTY BY AUCTIONEER**  
**(FORECLOSURE OF MORTGAGE)**

PENSCO Trust Company Custodian FBO Louis Bedard IRA, PENSCO Trust  
Company Custodian FBO Donald O'Sullivan IRA, and PENSCO Trust Company  
Custodian FBO Tamberlaine Harris IRA

vs.

Dominic Kirchner II, as Trustee of Draward Realty Trust

Date: May 22, 2014

North Brookfield, Massachusetts

I hereby acknowledge to have this day purchased at a Mortgagee's Sale at Public Auction of Aaron Posnik & Co., Inc., Auctioneers that certain parcel of land with buildings thereon

known and numbered as 130 Ward Street, North Brookfield, Massachusetts

now or formerly of Dominic Kirchner II, as Trustee of Draward Realty Trust

and described in the printed notice of the Mortgagee's Sale of Real Estate hereto attached and I agree to comply with the terms of sale as stated by the Auctioneer such being part of this Memorandum of Sale.

I have made the required deposit to bind the sale, to be forfeited to the use of the mortgagee in the event I fail to comply with the residue of the terms of sale, but a forfeiture of said sum shall not release me from my liability under this contract. The balance of the purchase money is to be paid in cash, certified bank check or bank cashiers check in accordance with the terms of sale.

Settlement is to be made at the Law Offices of BACON WILSON, P.C., 33 State Street, Springfield, MA by 12:00 P.M. (NOON) on or before the thirtieth (30th) day following the execution of this Memorandum. This date and place may however be altered by agreement by the parties of the sale.

I agree to comply with the Terms and Conditions of the Auction as by the Auctioneer such being part of this Memorandum of Sale.

Time is of the essence of this Agreement.

\_\_\_\_\_  
SOLD FOR

\_\_\_\_\_  
AUCTIONEER

\_\_\_\_\_  
DEPOSIT

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
BALANCE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
CITY/TOWN

\_\_\_\_\_  
STATE

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
MORTGAGEE

## TERMS & CONDITIONS OF THE AUCTION

This auction is for the property known as 130 Ward Street, North Brookfield, Massachusetts.

Verbal descriptions by the Mortgagee, the Auctioneer or anyone connected with this sale shall not invalidate nor become part of this sale, as the Purchaser, by bidding here today acknowledges that he/she has examined these premises to his/her satisfaction and accepts all known and unknown defects.

The Mortgagee and all parties for whom the Auctioneer may be acting shall not be liable for any reason whatsoever as to the accuracy of the description of the listed premises, the bounds, area involved, building and or buildings, taxes and encumbrances of every name and nature.

The Purchaser shall deposit the required deposit with the Auctioneer. Failure on the part of the Purchaser to execute a Memorandum of Sale after the premises are sold to him/her or failure on the part of the Purchaser to perform within the specified time, as stated here today, will result in a forfeiture of deposits as liquidated damages and not as a penalty for not completing this sale.

The Purchaser is buying subject to "GUARANTEED PERFORMANCE" of the amount bid and entered on the Memorandum of Sale. Guaranteed performance is understood to mean that in the event of default, by Purchaser, necessitating a resale at public auction for any lesser amount, Purchaser will pay the difference between his/her bid and that of the resale bid, if any, and further agrees to pay all costs of collecting said deficiency, if such is needed, to include reasonable attorneys fees, court costs and witness fees. The Purchaser shall have no claim to any excess that may be created by a resale.

The owners of the premises, the Auctioneers and all parties for whom the Auctioneer may be acting, shall not be liable to any/all persons while you are in, on or about the premises. ALL PERSONS ARE UPON THESE PREMISES AT THEIR OWN RISK.

Where a deposit has been made, only the refund of such deposit will be made to the Purchaser and this shall be Purchaser's sole remedy at law or in equity if (1) this parcel cannot be delivered in accordance with the terms as specified; or, (2) the foreclosure is rendered void or voidable due to a defect including, but not limited to, inadequate notice to lienholders, inadequate publication or defective judgment. The Purchaser agrees to accept as full settlement the refund of such deposit and to create no liability against the Mortgagee, the Auctioneer and all parties involved in this sale.

The Auctioneer reserves the following:

- (1) the right to re-offer the listed parcel, opening at the last bid, in the event two or more bidders claim to be the successful Bidder.
- (2) the right to bid for and on behalf of any Purchaser and the Mortgagee.
- (3) the right to accept or reject any and all bids.

No personal property within, on or about the listed premises is included in this sale unless specifically listed in an attached sheet as an addendum.

The Purchaser shall take the property subject to all real estate taxes, water and sewer charges, utility obligations, assessments and liens or claims in the nature of liens up to the time of the recording of the foreclosure deed.

The Purchaser shall pay all costs of recording and required documentary stamps. In addition, the Purchaser shall be responsible for any attorney's fees and costs relative to title examination, document preparation and closing as well as any real estate broker's commissions which may be due, if any.

The title to the premises shall be that which was conveyed by the mortgage deed to the mortgagee and the purchaser shall take title to the premises by the usual foreclosure deed without covenants.

The premises are being sold "AS IS" and without representation or warranty of their condition, construction, fitness for habitation or whether they conform to applicable federal, state or local building and sanitary codes, including but not limited to whether or not the septic system, if any, complies with Title 5 Regulations enacted by the Department of Environmental Protection and any and all state and local requirements for septic approval and inspection. Any and all septic system approvals, certifications, inspections and upgrades shall be conducted and paid for by Purchaser. Purchaser hereby agrees to inspect the septic system, if any, and comply with Title 5 requirements at his/her own expense. Purchaser agrees to indemnify and hold harmless the foreclosing mortgagee concerning any and all ramifications arising from Title 5 septic requirements. THE FORECLOSING MORTGAGEE SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY APPROVALS, CERTIFICATIONS, INSPECTIONS AND UPGRADES OF THE SEPTIC SYSTEM, IF ANY.

Purchaser acknowledges that the Premises are being sold in an "AS IS" and "WHERE IS" condition, without any representation or warranty whether express, implied, or imposed by law. Without limiting the foregoing total exclusion of representations and warranties, the sale is made without any representations or warranties as to the title, or as to the validity,

enforceability, or perfection of MORTGAGEE'S right or interest. Purchaser also acknowledges that Purchaser has not been influenced to enter into this transaction nor has it relied upon any warranties or representations of any kind, whether express or implied, including, without limitation, warranties as to merchantability of fitness for any particular purpose. In addition, Purchaser acknowledges that Purchaser shall be obligated to obtain all necessary certificates, permits or approvals in connection with the sale, construction, development, use or occupancy of the Premises.

The premises are being sold subject to the rights of all existing tenants, occupants, and others claiming possession, if any. No representation is made by the mortgage holder as to whether the present tenancies are subject to rent control, or what, if any, the monthly income rental income is from such tenancies.

The Purchaser, if needed, will be responsible for installation of fire and smoke detector devices in compliance with Massachusetts General Laws.

The Purchaser will be required to sign a notification certification that he/she has been properly advised as to the fact that the structure being sold, if built prior to January 1, 1978, may have lead paint contamination. The Purchaser will be responsible for compliance with Massachusetts lead paint laws and regulations. In addition, the mortgagee makes no representation of the premises contains asbestos, radon or any other contaminant. Purchaser shall take the premises AS-IS.

Copies of the Memorandum of Sale and any certificates as announced are available for inspection.

The acceptance of the foreclosure deed by the Purchaser shall be deemed to be a full performance and discharge of every agreement and obligation of the mortgagee.

The Auctioneer requests that all qualified bidders, please remain on the premises even after the parcel is declared as sold, as the auction proceedings are not complete until the deposit as stipulated in the newspaper advertisement has been accepted by the Auctioneer, the Attorney and/or the Parties in Interest and the Memorandum of Sale has been signed.

ACCEPTANCE OF TERMS - ALL BIDDERS, BY BIDDING AT THIS AUCTION SALE SHALL BE DEEMED TO HAVE READ, HEARD AND UNDERSTOOD ALL THE AFOREMENTIONED TERMS AND CONDITIONS OF THIS AUCTION AND BY BIDDING, AGREE TO ABIDE BY SUCH RULES, REGULATIONS, TERMS AND CONDITIONS.

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DATE

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PURCHASER

MUNICIPAL LIEN CERTIFICATE  
THE COMMONWEALTH OF MASSACHUSETTS  
OFFICE OF THE COLLECTOR OF TAXES  
TOWN OF NORTH BROOKFIELD  
215 NORTH MAIN ST  
NORTH BROOKFIELD MA 01535  
508-867-0202

NUMBER: 2014-87

- Quarterly Billing -

Issued: September 18, 2013

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 September 18, 2013 are listed below.

TO:

BACON WILSON, P.C.  
33 STATE ST  
SPRINGFIELD MA 01103

DESCRIPTION OF PROPERTY

Parcel Id: Map 0330 Block: 0100 Lot 01300  
Location: 130 WARD ST  
Acreage: 1.740  
Legal Reference: 48953 36  
Assessed Owner(s): KIRCHNER, DOMINIC II, TRUSTEE  
DRAHARD REALTY TRUST  
Supposed Owner:

MISCELLANEOUS UNPAIDS

VALUATION DETAIL TAX/\$1000

|              |         |   |      |
|--------------|---------|---|------|
| Residential  | 221,300 | 0 | 0.00 |
| Open Space   | 0       | 0 | 0.00 |
| Commercial   | 0       | 0 | 0.00 |
| Industrial   | 0       | 0 | 0.00 |
| Exempt       | 0       | 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 |
|---------|--------|---------|---------|--------|---------|----------|--------|---------|
| N/A     | 0.00   | 0.00    | N/A     | 0.00   | 0.00    | LANDFILL | 158.00 | 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    | N/A      | 0.00   | 0.00    |

ASSESSMENT DETAIL Quarterly Billing

| ASSESSMENTS                     | 2 0 1 4         | 2 0 1 3         | 2 0 1 2     |
|---------------------------------|-----------------|-----------------|-------------|
| Preliminary 1st Due: 08/01/2013 | 816.04          | 812.03          | 815.63      |
| Preliminary 2nd Due: 11/01/2013 | 816.04          | 812.03          | 815.63      |
| Actual 1st/3rd Due: 02/01/2014  | 0.00            | 820.06          | 808.42      |
| Actual 2nd/4th Due: 05/01/2014  | 0.00            | 820.06          | 808.42      |
| District/Supplemental           | 0.00            | 0.00            | 0.00        |
| Betterment and Liens            | 0.00            | 0.00            | 158.00      |
| Committed Interest              | 0.00            | 0.00            | 0.00        |
| Interest To: 09/18/2013         | 15.02           | 216.05          | 195.68      |
| Charges and Fees                | 0.00            | 30.00           | 30.00       |
| DEFERRALS                       |                 |                 |             |
| DEFERRAL                        | 0.00            | 0.00            | 0.00        |
| PAYMENTS                        |                 |                 |             |
| Preliminary                     | 0.00            | 0.00            | 0.00        |
| Actual                          | 0.00            | 812.03          | 3,248.10    |
| District/Supplemental           | 0.00            | 0.00            | 0.00        |
| Betterments/Liens               | 0.00            | 0.00            | 158.00      |
| Committed Interest              | 0.00            | 0.00            | 0.00        |
| Interest Paid                   | 0.00            | 0.00            | 195.68      |
| Charges and Fees                | 0.00            | 0.00            | 30.00       |
| Abatement/Exemption             | 0.00            | 0.00            | 0.00        |
| Deferral, Tax Title Transfer    | 0.00            | 0.00            | 0.00        |
| CURRENT UNPAID TAXES (PER DUE)  | 1,647.10 (0.31) | 2,698.20 (0.93) | 0.00 (0.00) |

TOTAL AMOUNT DUE \$ 4,345.30 (1.24)

NOTATIONS & COMMENTS

\$634.71 WATER CHARGES OVERDUE

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

I have no knowledge of any other lien outstanding.

*Donna M. Gauthier*  
DONNA M GAUTHIER, Collector of Taxes  
TOWN OF NORTH BROOKFIELD