

TABLE OF CONTENTS

BIDDER'S INFORMATIONAL PACKAGE

25 SHEDD ROAD BERNARDSTON, MASSACHUSETTS

DESCRIPTION	PAGE #
MORTGAGEE'S SALE OF REAL ESTATE	1-2
MEMORANDUM OF TERMS AND CONDITIONS OF SALE	3-8
ANNOUNCEMENT OF OTHER TERMS AND CONDITIONS	9-11
FORECLOSURE DEED	12-13
MUNICIPAL LIEN CERTIFICATE	14

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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 John Meisner a/k/a John R. Meisner and Patricia Meisner a/k/a Patricia A. Meisner to Florence Savings Bank dated February 1, 2012, and recorded with the Franklin County Registry of Deeds in Book 6137 at Page 310, 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 June 16, 2014 at 25 Shedd Road, Bernardston, Franklin County, Massachusetts, all and singular the premises described in said mortgage,

To wit:

Beginning at an iron pin in the easterly line of Martindale Road at the intersection of the southerly line of the Martindale Branch Road, so called;

thence easterly in the southerly line of said Martindale Branch Road, a distance of 900 feet, more or less, to an iron pin at land now or formerly of Allan M. Shedd, et ux;

thence southerly along said land now or formerly of Allan M. Shedd, et ux, a distance of 359 feet, more or less, to an iron pin in the northerly line of land now or formerly of the Northfield Inn a distance of 900 feet, more or less, to the easterly line of said Martindale Road;

thence northerly in the easterly line of said Martindale Road a distance of 5 feet, more or less, to the place of beginning.

Containing 3 acres more or less.

Being the same premises conveyed to the mortgagors by deed and recorded in the Franklin County Registry of Deeds in Book 6137, Page 307.

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. This sale is subject to a 5% buyer's premium. 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.

Florence 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 \$_____ plus the 5% Buyer's Premium of \$_____ for a total amount of \$_____, the parcel of property in Bernardston, Franklin County, Massachusetts, located at 25 Shedd Road, as more particularly described in the Mortgage from John Meisner a/k/a John R. Meisner and Patricia Meisner a/k/a Patricia A. Meisner, (the "Mortgagors") to Florence Savings Bank (hereinafter the "Seller") dated February 1, 2012, and recorded in the Franklin County Registry of Deeds in Book 6137, Page 310. 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 \$_____ plus the 5% Buyer's Premium of \$_____ for a total amount 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

Memorandum of Terms and Conditions of Sale
25 Shedd Road, Bernardston, MA

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., Attn: Joseph J. Lange, Esq., 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 closing costs, state documentary/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

Memorandum of Terms and Conditions of Sale
25 Shedd Road, Bernardston, MA

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,

Memorandum of Terms and Conditions of Sale
25 Shedd Road, Bernardston, MA

any outstanding water or sewer bills or liens, the provisions of applicable state and local law, including building codes, sanitary 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 of a court with 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 in the premises.
14. Until the delivery of the Deed, Seller may maintain insurance on the premises against fire and other hazards as presently insured. If the Property is damaged by fire or casualty which is 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

Memorandum of Terms and Conditions of Sale
25 Shedd Road, Bernardston, MA

recovered or recoverable on account of such insurance, less any amounts reasonably expended by the Seller for partial restoration.

15. In the event the premise contains an on-site sewage system, the Seller shall not be responsible for complying with the Commonwealth of Massachusetts regulations pertaining thereto. The Buyer at its own cost is responsible for 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. This sale is subject to 5% buyer's premium which is a 5% charge in addition to the purchase

Memorandum of Terms and Conditions of Sale
25 Shedd Road, Bernardston, MA

price.

Executed under seal this _____ day of June, 2014.

Purchaser

(Print Name)

(Address)

(Telephone Number)

Seller, Florence Savings Bank,

By: _____

Its: _____

Auctioneer, Aaron Posnik & Co., Inc.

By: Corey J. Fisher

Its: Executive Vice President

83 State Street, 2nd Floor

Springfield, MA 01103

(413) 733-5238

ANNOUNCEMENT OF OTHER TERMS AND CONDITIONS OF FORECLOSURE SALE
AT PUBLIC AUCTION OF THE PREMISES DESCRIBED IN A MORTGAGE GIVEN BY
JOHN MEISNER A/K/A JOHN R. MEISNER AND PATRICIA MEISNER A/K/A PATRICIA
A. MEISNER TO FLORENCE SAVINGS BANK OF THE PREMISES DESCRIBED IN SAID
MORTGAGE AND KNOWN AS 25 SHEDD ROAD, BERNARDSTON, 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 John Meisner a/k/a John R. Meisner and Patricia Meisner a/k/a Patricia A. Meisner to Florence Savings Bank dated February 1, 2012 and recorded in the Franklin County Registry of Deeds in Book 6137, Page 310, of which mortgage, Florence 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 the Town of Bernardston dated May 15, 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 investigation of the property as desired, and the property is acceptable in its "As Is - Where 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, housing and sanitary 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 or its assignee 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 June 16, 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

FLORENCE SAVINGS BANK

By: _____
Its: _____

FORECLOSURE DEED

Florence Savings Bank,

a duly organized financial institution duly established under the laws of the Commonwealth of Massachusetts and having its usual place of business at 85 Main Street, Florence, Massachusetts 01062

the current holder of a mortgage,

from John Meisner a/k/a John R. Meisner and Patricia Meisner a/k/a Patricia A. Meisner

to it dated February 1, 2012 and recorded with the Franklin County Registry of Deeds in Book 6137, Page 310 on February 1, 2012, by the power conferred by said mortgage and every other power for _____ AND 00/100 (\$_____) DOLLARS paid, grants to _____, _____, MA _____, the premises conveyed by said mortgage.

Post Office Address of the Premises:

25 Shedd Road, Bernardston, MA 01337

WITNESS the execution and the corporate seal of said corporation this _____ day of _____, 2014.

FLORENCE SAVINGS BANK

Joseph G. Traczynski

Its: Senior Vice President

Duly Authorized

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

On this _____ day of _____, 2014 before me, the undersigned notary public, personally appeared Joseph G. Traczynski, proved to me through satisfactory identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and who acknowledged to me that he is the Senior Vice President of Florence Savings Bank and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed voluntarily on behalf of said corporation by authority of its by-laws and the Executive Committee of Florence Savings Bank and said Joseph G. Traczynski acknowledged said instrument to be the free act and deed of Florence Savings Bank.

_____, Notary Signature

My commission expires _____

TO: WEINER & LANGE, PC
95 STATE STREET, SUITE 918
SPRINGFIELD, MA 01103

MUNICIPAL LIEN CERTIFICATE
THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE COLLECTOR OF TAXES
Town Of Bernardston
P.O.Box 971
Bernardston, MA 01337
413 648-5410

Number: 1459
Issued: May 15, 2014

I certify from available information that all taxes, assessments and charges now payable that constitute liens as of the date of this certificate on the parcel of real estate specified in your application received on May 13, 2014 are listed below.

DESCRIPTION OF PROPERTY

Assessed Owners: MEISNER JOHN and MEISNER PATRICIA

Property Location: 25 SHEDD RD

Land Area: 3.9 Acres

Map / Lot: 029/017.0-0001-0005.0

Land Value: \$52,700.00

Building(s) Value: \$212,200.00

Total Valuation \$264,900.00

Franklin County Registry of Deeds

Book: 6137

Page: 307

	2014	2013	2012	2011
Real Estate Actual:	\$2,375.92	\$2,222.02	\$1,676.27	\$1,661.90
Real Estate Preliminary:	\$2,254.53	\$2,241.55	\$1,624.95	\$1,588.00
Sewer Tax:				
Betterments / Added To Tax:				
Water District Actual:				
Water District Preliminary:				
Interest Calc To: 11/30/2010				\$36.55
Charges and Fees:				
Total Billed:	\$4,630.45	\$4,463.57	\$3,301.22	\$3,286.45
Payments:	-\$4,630.45	-\$4,463.57	-\$3,301.22	-\$3,286.45
Abatements / Exemptions:				
Balance Due:	\$0.00	\$0.00	\$0.00	\$0.00
Interest Per Diem = \$0.00				

UNPAID BETTERMENTS / SPECIAL ASSESSMENT NOT YET ADDED TO TAX:

Interest from to be added

UNPAID UTILITY CHARGES:

OTHER UNPAID CHARGES:

☐ If this box is checked this property is in tax title. Contact the Treasurer for outstanding amounts.

All of the amounts listed above are to be paid to the Collector.

NOTATIONS & COMMENTS

I have no knowledge of any other outstanding amount that constitutes a lien.

14

Mona A. Wein

COLLECTOR OF TAXES