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BIDDER'S INFORMATIONAL PACKAGE

619 RYAN ROAD FLORENCE, MASSACHUSETTS

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THE FOLLOWING MATERIALS ARE FURNISHED SOLELY FOR INFORMATIONAL PURPOSES. NO WARRANTIES OR REPRESENTATIONS ARE MADE BY EITHER THE MORTGAGE HOLDER, 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 FORECLOSURE SALE.

MORTGAGEE'S SALE OF REAL ESTATE

Premises: 619 RYAN ROAD, FLORENCE, MASSACHUSETTS

By virtue and in execution of the Power of Sale contained in a certain mortgage given by MICHAEL HOGAN, JAMES HOGAN and PATRICIA HOGAN to CHICOPEE SAVINGS BANK, said mortgage dated June 7, 2011, and recorded with the HAMPSHIRE COUNTY REGISTRY OF DEEDS in Book 10597, Page 47, 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 11:00 a.m. on June 19, 2014, upon the mortgaged premises at 619 Ryan Road, Florence, Massachusetts, bounded and described as follows:

TRACT 1:

A certain parcel of land in Northampton, Hampshire County, Massachusetts situated on Ryan Road, more particularly bounded and described as follows:

Beginning at an iron pin on the Southwesterly corner of the land herein conveyed on the Northwesterly side of Ryan Road; thence N 42° 01' 23" E a distance of 178.40 feet to a point; thence N 57° 46' 24" E a distance of 294.50 feet to a point; thence along a curve having a radius of 600.00 feet and an arc length of 27.10 feet to a point, the last three courses being along Ryan Road; thence N 11° 53' 26" W along land now or formerly of Edward B. LaValley and Theresa D. LaValley a distance of 450.47 feet to a point; thence S 81° 06' 40" W a distance of 223.74 feet to a 24" Pine; thence Westerly 138 feet to the Northeast corner of land now or formerly of Donald J. Burdo and Marie D. Burdo, the last two courses being along land now or formerly of Eleanor M. Burdo; thence S 09° 01' 47" E along land now or formerly of Donald J. Burdo and Marie D. Burdo a distance of 671.478 feet to the point of beginning.

Also conveying all rights of way, privileges and easements, if any.

For further reference see plan of land entitled "Northampton, Mass. Plan of Land to be Conveyed to Edward LaValley for Harvey J. and Eleanor Burdo", dated December 30, 1974, prepared by Pharmer Engineering Corporation and recorded in Hampshire County Registry of Deeds, Plan Book 102, Page 63.

Except and excluding Parcels 1, 2 and 3 as shown on a plan of land entitled "Plan of Land in Northampton, Massachusetts Surveyed for the Estate of Eleanor M. Burdo & Donald J. & Marie D. Burdo", dated September 11, 1987, revised November 13, 1987, prepared by Heritage Surveys and recorded in Hampshire County Registry of Deeds, Plan Book 150, Page 90.

Also excluding a certain parcel of land described as follows:

Beginning at a point on the Northwesterly corner of Parcel 1 described in Plan Book 150 Page 90 recorded in the Hampshire County Registry of Deeds and said point being the Northeasterly corner of land herein described; thence S 81° 06' 40" W to a 40" White Pine a distance of 123.61 feet to a point; thence S 75° 23' 22" W a distance of 60 feet to a point; thence S 14° 36' 38" E a distance of 60 feet to a point; thence N 75° 23' 22" E a distance of 57.00 feet to a point; thence N 81° 06' 40" E a distance of 123.76 feet to a point; thence N 11° 53' 26" W a distance of 60.08 feet to the point of beginning.

TRACT 2:

The land in Northampton, Hampshire County, Massachusetts. A certain parcel of land situated on the northerly side of Ryan Road, Northampton, Massachusetts, bounded and described as follows:

Beginning at an iron pin on the northerly side of Ryan Road at the southwest corner of the tract herein conveyed and the southeast corner of land now or formerly of John F. Skibiski, Jr.;

Thence N 09° 01' 47" W. a distance of nine hundred four and one hundred nineteen one thousandths (904.119) feet along land now or formerly of John F. Skibiski, Jr. to an iron pin;

Thence N 80° 58' 13" E. a distance of four hundred (400) feet along land now or formerly of Joseph F. Kupka;

Thence S 09° 01' 47" E. a distance of six hundred seventy one and four hundred seventy eight one thousandths (671.478) feet along land now or formerly of Harvey J. Burdo et ux. to the northerly side of Ryan Road.

Thence S 42° 01' 23" W. a distance of one hundred fifty three and seventy eight one thousandths (153.078) feet along the northerly side of Ryan Road;

Thence S 55° 04' 17" W. a distance of three hundred twelve and three hundred fifteen one thousandths (312.315) feet along the northerly side of Ryan Road to an iron pin and the place of beginning. Containing 7.358 acres.

Being the same premises as shown on a plan of land entitled "Northampton Plan of Lot for Harvey J. Burdo", Scale 1"-100', Date July 26, 1974, Pharmer Engineering Corporation, Holyoke, Massachusetts recorded in the Hampshire County Registry of Deeds in Plan Book 116, Page 51.

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.

Ten Thousand (\$10,000.00) Dollars 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 by the purchaser and the balance of the purchase price shall be paid in cash, certified check, bank treasurer's or cashier's check within 30 days after the date of sale to the offices of Murphy McCoubrey and the Deed transferred contemporaneously therewith. 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. The purchaser will be responsible for all closing costs, Massachusetts deed excise stamps and all recording fees.

In the event that the successful bidder at the foreclosure sale shall default in purchasing the within described property according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of the foreclosure, the Mortgagee reserves the right to sell the property by Foreclosure Deed to the second highest bidder provided the second highest bidder shall deposit with Mortgagee's attorneys, the amount of the required deposit as set forth herein within three (3) business days after written notice of default of the previous highest bidder and the title shall be conveyed to said second highest bidder within twenty (20) days of said written notice.

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.

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

CHICOPEE SAVINGS BANK
Present Holder of Said Mortgage
By its Attorney-In-Fact

By: 

Norman J. Guz, Jr., Esq.
MURPHY McCOUBREY
272 Exchange Street
Chicopee, MA 01013
(413) 592-6106

Dated: May 12, 2014

MEMORANDUM OF SALE

This Memorandum of Sale is made this 19th day of June, 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 _____ (the "Buyer").

1.1 **MORTGAGE HOLDER'S SALE AT PUBLIC AUCTION.** Pursuant to a public auction (the "Auction") conducted on June 19, 2014 by the Auctioneer on behalf of the Mortgage Holder as holder of a Mortgage from Michael Hogan, James Hogan, and Patricia Hogan ("Mortgagor") to Mortgage Holder dated June 7, 2011, as amended, and recorded with the Hampshire County Registry of Deeds at Book 10597, Page 47, (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 619 Ryan Road, 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 HIS/HER 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 \$10,000.00 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 July 19, 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 of every agreement and obligation herein contained or expressed or arising out of said Auction on the part of 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 VARIES 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 to 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

By: _____

BUYER

By: _____

AUCTIONEER

By: _____

Received from the Buyer the sum of \$_____ as a deposit on account of the above Memorandum, subject to the terms and conditions of the sale hereinabove set forth.

MURPHY McCOUBREY

Attorney for the Mortgage Holder

By: _____

Exhibits

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

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

from Michael Hogan, James Hogan and Patricia Hogan

to Chicopee Savings Bank

dated June 7, 2011, and recorded with the Hampshire County Registry of Deeds

at Book 10597, Page 47

by power conferred by said mortgage and every other power, for \$ _____,
paid, grants to _____

the premises conveyed by said mortgage as more particularly described in Exhibit A-1 attached hereto and incorporated herewith.

Executed under seal this _____ day of June, 2014.

CHICOPEE SAVINGS BANK

By: _____
Elizabeth Maroney
Its Senior Vice President

COMMONWEALTH OF MASSACHUSETTS
County of Hampden

On this _____ day of June, 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-1

TRACT 1:

A certain parcel of land in Northampton, Hampshire County, Massachusetts situated on Ryan Road, more particularly bounded and described as follows:

Beginning at an iron pin on the Southwesterly corner of the land herein conveyed on the Northwesterly side of Ryan Road; thence N 42° 01' 23" E a distance of 178.40 feet to a point; thence N 57° 46' 24" E a distance of 294.50 feet to a point; thence along a curve having a radius of 600.00 feet and an arc length of 27.10 feet to a point, the last three courses being along Ryan Road; thence N 11° 53' 26" W along land now or formerly of Edward B. LaValley and Theresa D. LaValley a distance of 450.47 feet to a point; thence S 81° 06' 40" W a distance of 223.74 feet to a 24" Pine; thence Westerly 138 feet to the Northeast corner of land now or formerly of Donald J. Burdo and Marie D. Burdo, the last two courses being along land now or formerly of Eleanor M. Burdo; thence S 09° 01' 47" E along land now or formerly of Donald J. Burdo and Marie D. Burdo a distance of 671.478 feet to the point of beginning.

Also conveying all rights of way, privileges and easements, if any.

For further reference see plan of land entitled "Northampton, Mass. Plan of Land to be Conveyed to Edward LaValley for Harvey J. and Eleanor Burdo", dated December 30, 1974, prepared by Pharmer Engineering Corporation and recorded in Hampshire County Registry of Deeds, Plan Book 102, Page 63.

Except and excluding Parcels 1, 2 and 3 as shown on a plan of land entitled "Plan of Land in Northampton, Massachusetts Surveyed for the Estate of Eleanor M. Burdo & Donald J. & Marie D. Burdo", dated September 11, 1987, revised November 13, 1987, prepared by Heritage Surveys and recorded in Hampshire County Registry of Deeds, Plan Book 150, Page 90.

Also excluding a certain parcel of land described as follows:

Beginning at a point on the Northwesterly corner of Parcel 1 described in Plan Book 150 Page 90 recorded in the Hampshire County Registry of Deeds and said point being the Northeasterly corner of land herein described; thence S 81° 06' 40" W to a 40" White Pine a distance of 123.61 feet to a point; thence S 75° 23' 22" W a distance of 60 feet to a point; thence S 14° 36' 38" E a distance of 60 feet to a point; thence N 75° 23' 22" E a distance of 57.00 feet to a point; thence N 81° 06' 40" E a distance of 123.76 feet to a point; thence N 11° 53' 26" W a distance of 60.08 feet to the point of beginning.

TRACT 2:

The land in Northampton, Hampshire County, Massachusetts. A certain parcel of land situated on the northerly side of Ryan Road, Northampton, Massachusetts, bounded and described as follows:

Beginning at an iron pin on the northerly side of Ryan Road at the southwest corner of the tract herein conveyed and the southeast corner of land now or formerly of John F. Skibiski, Jr.;

Thence N 09° 01' 47" W. a distance of nine hundred four and one hundred nineteen one thousandths (904.119) feet along land now or formerly of John F. Skibiski, Jr. to an iron pin;

Thence N 80° 58' 13" E. a distance of four hundred (400) feet along land now or formerly of Joseph F. Kupka;

Thence S 09° 01' 47" E. a distance of six hundred seventy one and four hundred seventy eight one thousandths (671.478) feet along land now or formerly of Harvey J. Burdo et ux. to the northerly side of Ryan Road.

Thence S 42° 01' 23" W. a distance of one hundred fifty three and seventy eight one thousandths (153.078) feet along the northerly side of Ryan Road;

Thence S 55° 04' 17" W. a distance of three hundred twelve and three hundred fifteen one thousandths (312.315) feet along the northerly side of Ryan Road to an iron pin and the place of beginning. Containing 7.358 acres.

Being the same premises as shown on a plan of land entitled "Northampton Plan of Lot for Harvey J. Burdo", Scale 1"-100', Date July 26, 1974, Pharmer Engineering Corporation, Holyoke, Massachusetts recorded in the Hampshire County Registry of Deeds in Plan Book 116, Page 51.

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 May 15th, 22nd, and 29th, 2014 in The Daily Hampshire Gazette, a newspaper published or by its title page purporting to be published in Northampton, Massachusetts and having a general circulation in Florence (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 Exhibit A-1 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.

Executed under seal this _____.

CHICOPEE SAVINGS BANK

By: _____
Elizabeth Maroney,
It's Senior Vice-President

COMMONWEALTH OF MASSACHUSETTS
County of Hampden

On this _____ day of June, 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 REAL ESTATE
Premises: 619 RYAN ROAD, FLORENCE, MASSACHUSETTS

By virtue and in execution of the Power of Sale contained in a certain mortgage given by MICHAEL HOGAN, JAMES HOGAN and PATRICIA HOGAN to CHICOPEE SAVINGS BANK, said mortgage dated June 7, 2011, and recorded with the HAMPSHIRE COUNTY REGISTRY OF DEEDS in Book 10597, Page 47, 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 11:00 a.m., on June 19, 2014, upon the mortgaged premises at 619 Ryan Road, Florence, Massachusetts, bounded and described as follows:

TRACT 1:

A certain parcel of land in Northampton, Hampshire County, Massachusetts situated on Ryan Road, more particularly bounded and described as follows:

Beginning at an iron pin on the Southwesterly corner of the land herein conveyed on the Northwesterly side of Ryan Road; thence N 42° 01' 23" E a distance of 178.40 feet to a point; thence N 57° 46' 24" E a distance of 294.50 feet to a point; thence along a curve having a radius of 600.00 feet and an arc length of 27.10 feet to a point, the last three courses being along Ryan Road; thence N 11° 53' 26" W along land now or formerly of Edward B. LaValley and Theresa D. LaValley a distance of 450.47 feet to a point; thence S 81° 06' 40" W a distance of 223.74 feet to a 24" Pine; thence Westerly 138 feet to the Northeast corner of land now or formerly of Donald J. Burdo and Marie D. Burdo, the last two courses being along land now or formerly of Eleanor M. Burdo; thence S 09° 01' 47" E along land now or formerly of Donald J. Burdo and Marie D. Burdo a distance of 671.478 feet to the point of beginning.

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Also excluding a certain parcel of land described as follows:

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TRACT 2:

The land in Northampton, Hampshire County, Massachusetts, a certain parcel of land situated on the northern side of Ryan Road, Northampton, Massachusetts, bounded and described as follows:

Beginning at an iron pin on the northerly side of Ryan Road at the southwest corner of the tract herein conveyed and the southeast corner of land now or formerly of John F. Skibiak, Jr.

Thence N 09° 01' 47" W a distance of nine hundred four and one hundred nineteen one thousandths (904.119) feet along land now or formerly of John F. Skibiak, Jr. to an iron pin.

Thence N 80° 58' 13" E a distance of four hundred (400) feet along land now or formerly of Joseph F. Kupka.

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Ten Thousand (\$10,000.00) Dollars 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 by the purchaser and the balance of the purchase price shall be paid in cash, certified check, bank treasurer's or cashier's check within 30 days after the date of sale to the offices of Murphy

McCoubrey and the Deed transferred contemporaneously therewith. 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. The purchaser will be responsible for all closing costs. Massachusetts deed excise stamps and all recording fees.

In the event that the successful bidder at the foreclosure sale shall default in purchasing the within described property according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of the foreclosure, the Mortgagee reserves the right to sell the property by Foreclosure Deed to the second highest bidder provided the second highest bidder shall deposit with Mortgagee's attorneys, the amount of the required deposit as set forth herein within three (3) business days after written notice of default of the previous highest bidder and the title shall be conveyed to said second highest bidder within twenty (20) days of said written notice.

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.

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

CHICOPEE SAVINGS BANK
Present Holder of Said Mortgage

By its Attorney-In-Fact

Dated: May 12, 2014

By: Norman J. Guz, Jr., Esq.

MURPHY MCCOUBREY

272 Exchange Street

Chicopee, MA 01013

(413) 592-6106

May 15, 2014

3294438

State Tax Form 290
 Certificate: 645
 Issuance Date: 05/08/2014

MUNICIPAL LIEN CERTIFICATE
 City of Northampton
 COMMONWEALTH OF MASSACHUSETTS

Requested by ATTORNEYS MURPHY & MCCOUBREY

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 05/08/2014 are listed below.

DESCRIPTION OF PROPERTY

Parcel ID: 028-062-001

619 RYAN RD

HOGAN PATRICIA A & JAMES L &
 MICHAEL W
 22 SCHOOL ST
 HATFIELD MA 01038

Land area : 6.60 AC
 Land Value : 185,400
 Impr Value : 126,600
 Land Use : 0
 Exemptions : 0
 Taxable Value: 312,000

Deed date: Book/Page: 3617/092
 Class: 101-SINGLE FAMILY RESIDENTIAL

FISCAL YEAR	2014	2013	2012
DESCRIPTION			
2014 CPA TAX SURCHARGE	\$97.88	\$90.69	\$90.47
REAL ESTATE TAX PRINCIPAL	\$4,801.68	\$4,449.12	\$4,350.77
TOTAL BILLED:	\$4,899.56	\$4,539.81	\$4,441.24
Charges/Fees	\$0.00	\$0.00	\$0.00
Abatements/Exemptions	\$0.00	\$0.00	\$0.00
Payments/Credits	-\$2,269.91	-\$4,539.81	-\$4,441.24
Interest to 05/08/2014	\$50.94	\$0.00	\$0.00
TOTAL BALANCE DUE:	\$2,680.59	\$0.00	\$0.00
TOTAL INTEREST PER DIEM:	\$1.0886		
OTHER UNPAID BALANCES:			
2014 WATER REVENUE BILLING	\$222.64		

WATER/SEWER ACCOUNT	CURRENT WATER DUE	CURRENT SEWER DUE
46-50008960	\$105.94	\$116.70

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
 MELISSA J. LAMPROM
 ASSISTANT CITY COLLECTOR

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE