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## **BIDDER'S INFORMATIONAL PACKAGE**

### **4-6 MAIN ROAD GILL, MASSACHUSETTS**

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## MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by 4-6 Main Road Realty Trust, LLC to Greenfield Co-operative Bank dated May 1, 2008 and recorded with the Franklin County Registry of Deeds in Book 5495 Page 196, 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 10:00 o'clock, A.M. on the 9th day of July, 2014, on the mortgaged premises described below, being known as 4-6 Main Road, Gill, Franklin County, Commonwealth of Massachusetts, all and singular the premises described in said mortgage, to wit:

The land in Gill, Franklin County, Commonwealth of Massachusetts, together with the buildings and structure there, bounded and described as follows:

### FIRST TRACT

Beginning at an iron pin on or near the northeasterly line of the road from Riverside to Gill Center, said iron pin being forty-four and three one-hundredths (44.03) feet northeasterly of a Massachusetts Highway Bound;  
thence northeasterly along said road one hundred seventy-five and thirty-six one-hundredths (175.36) feet to an iron pin;  
thence southeasterly with an interior angle of ninety degrees (90°) a distance of two hundred and zero tenths (200.0) feet along land now or formerly of Philip Stoughton to an iron pin;  
thence southwesterly with an interior angle of ninety degrees (90°) a distance of one hundred twenty-three and sixty-four one-hundredths (123.64) feet along land now or formerly of Philip Stoughton to an iron pin;  
thence northwesterly with an interior angle of one hundred four degrees, thirty minutes (104° 30') a distance of two hundred six and fifty-eight one-hundredths (206.58) feet along land now or formerly of Philip Stoughton and land now or formerly of Robert D. Stoughton to the place of beginning. The interior angle at this point being seventy-five degrees, thirty minutes (75° 30').  
Together with all right title and interest the said grantors may have in that strip of land between the premises described above and the new highway layout of said road from Riverside to Gill.

### SECOND TRACT

Beginning at a point on the highway running from Gill to Turners Falls, Massachusetts, which point is the northwesterly corner of land now or formerly of Henry F. Riel, et ux, and running thence easterly along land now or formerly of said Henry F. Riel, et ux, a distance of two hundred (200) feet to a point;  
thence northerly at right angles, along land now or formerly of Philip Stoughton a distance of fifty (50) feet;  
thence westerly a distance of two hundred (200) feet, along land now or formerly of Joseph A. Pogoda, et ux, to the said highway;  
thence southerly along said highway a distance of fifty (50) feet to the point of beginning.

Being the same premises conveyed by deed of Mitchell A. Lata, Jr. to 4-6 Main Road Realty Trust, LLC dated May 1, 2008 and recorded in Franklin Registry of Deeds in Book 5495, Page 194.

Said premises will be sold subject to and with the benefit of all restrictions, easements, improvements, outstanding tax titles, mortgages, liens, rights of tenants and parties in possession, unpaid taxes, municipal liens and other public taxes, assessments or liens, having priority over the mortgage described herein, if any, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.

TERMS OF SALE: Ten Thousand Dollars (\$10,000.00) will be required to be paid in cash or by certified check at the time and place of sale as earnest money. The balance is to be paid in cash or by certified check within thirty (30) days of the date of the sale at the offices of Attorney Kevin D. Parsons, 4 Deerfield Avenue, Shelburne Falls, MA. The deed shall be delivered at the closing, time being of the essence. The purchaser shall be responsible for all closing costs, Massachusetts deed excise stamps, and recording fees. 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 sale.

Greenfield Co-operative Bank  
present holder of said mortgage,  
By It's Attorney,  
Kevin D. Parsons, Esq.  
PO Box 133  
4 Deerfield Avenue  
Shelburne Falls, MA.  
Tel 413-625-9366

To be published: June 17, 2014, June 24, 2014 and July 1, 2014

## MEMORANDUM OF SALE

This memorandum of sale is made this 9th day of July, 2014 by and among Greenfield Co-operative Bank, of Greenfield, Massachusetts (the "Seller"), Aaron Posnik & Company, Inc. (the "Auctioneer") and \_\_\_\_\_ ("Buyer").

### MORTGAGEE'S SALE AT PUBLIC AUCTION

Pursuant to a public auction conducted on 9th day of July, 2014 by the Auctioneer on behalf of the Seller as foreclosing mortgagee, in exercise of the Power of Sale contained in a mortgage and security agreement from 4-6 Main Road Realty Trust, LLC dated May 1, 2008 and recorded with the Franklin County Registry of Deeds in Book 5495 Page 196, the Buyer as highest bidder agrees to purchase the real and personal property described below (the "Property") in accordance with the terms hereof.

### DESCRIPTION OF THE PROPERTY

The land in Gill, Franklin County, Commonwealth of Massachusetts, together with the buildings and structure there, bounded and described as follows:

#### FIRST TRACT

Beginning at an iron pin on or near the northeasterly line of the road from Riverside to Gill Center, said iron pin being forty-four and three one-hundredths (44.03) feet northeasterly of a Massachusetts Highway Bound;

thence northeasterly along said road one hundred seventy-five and thirty-six one-hundredths (175.36) feet to an iron pin;

thence southeasterly with an interior angle of ninety degrees (90°) a distance of two hundred and zero tenths (200.0) feet along land now or formerly of Philip Stoughton to an iron pin;

thence southwesterly with an interior angle of ninety degrees (90°) a distance of one hundred twenty-three and sixty-four one-hundredths (123.64) feet along land now or formerly of Philip Stoughton to an iron pin;

thence northwesterly with an interior angle of one hundred four degrees, thirty minutes (104° 30') a distance of two hundred six and fifty-eight one-hundredths (206.58) feet along land now or formerly of Philip Stoughton and land now or formerly of Robert D. Stoughton to the place of beginning. The interior angle at this point being seventy-five degrees, thirty minutes (75° 30').

Together with all right title and interest the said grantors may have in that strip of land between the premises described above and the new highway layout of said road from Riverside to Gill.

#### SECOND TRACT

Beginning at a point on the highway running from Gill to Turners Falls, Massachusetts, which point is the northwesterly corner of land now or formerly of Henry F. Riel, et ux, and running thence easterly along land now or formerly of said Henry F. Riel, et ux, a distance of two hundred (200) feet to a point;

thence northerly at right angles, along land now or formerly of Philip Stoughton a distance of fifty (50) feet;

thence westerly a distance of two hundred (200) feet, along land now or formerly of Joseph A. Pogoda, et ux, to the said highway;

thence southerly along said highway a distance of fifty (50) feet to the point of beginning.

Being the same premises conveyed by deed of Mitchell A. Lata, Jr. to 4-6 Main Road Realty Trust, LLC dated May 1, 2008 and recorded in Franklin Registry of Deeds in Book 5495, Page 194.

#### TRANSFER OF THE PROPERTY

The property shall be conveyed by the usual mortgagee's deed (Massachusetts General Laws, Chapter 183), under the statutory power of sale.

The property shall be conveyed and transferred subject to any outstanding tenancies and/or leases, the rights of the parties in possession, and to tax title, municipal taxes and assessments, any outstanding water or sewer bills or liens, the provisions of applicable state and local law, including building codes, zoning ordinances and Massachusetts General Laws Chapter 21E, and Title V (septic system regulations which may apply to the property).

The total bid price will be set forth as the consideration in the deed to the Property.

#### CLOSING

The deed and associated papers shall be delivered and the balance of the consideration paid at the office of Kevin D. Parsons, 4 Deerfield Avenue, Shelburne Falls Massachusetts on or before ten o'clock (10:00 A.M.) on the thirtieth day following the date hereof, or such other time and place as may be mutually agreed upon by the Seller and the Buyer (the "Closing"). TIME IS OF THE ESSENCE AS TO THE CLOSING DATE.

#### TITLE

In the event the Seller cannot convey title to the Property as stipulated, the deposit, and if applicable, the balance of the purchase price, shall be refunded and all rights hereunder shall cease, and the Buyer shall have no recourse against the Seller, or its employees, agents and representatives, whether at law or in equity; provided, however, that Buyer shall have the election to accept such title as the Seller can deliver to the Property in its then condition and to pay therefore the purchase price without deduction, in which event the Seller shall convey such title.

#### RISK OF LOSS

The Buyer acknowledges that from and after this date he or she shall have the sole risk of loss, and the mortgagee shall have no responsibility for maintain insurance on the premises. In the event that the premises is damaged by fire or other casualty from or after this dated, the Buyer shall remain obligated to consummate the sale without any reduction in the purchase price, and upon consummation of such sale, the mortgagee shall pay over or assign to the Buyer any amounts recovered or recoverable if and to the extent any such damage by fire or other casualty was insured against, less any amounts reasonably expected by the mortgagee in order to obtain such recover.

#### ACCEPTANCE OF DEED

The acceptance of a deed to the Property by the Buyer or Buyer's nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed or arising out of said public auction on the part of the Seller to be performed or observed.

#### CONDITION OF THE PREMISES

The property shall be conveyed in "as-is" condition, subject to the present manner or 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.

#### BUYER'S DEFAULT; DAMAGES

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 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.

#### DEED STAMPS, RECORDING FEES

Buyer shall be responsible for all closing costs, Massachusetts deed excise stamps, recording fees, and Buyers Premium of 5% of the Sale Price.

#### PERSONAL PROPERTY

No personal property of any nature is included in this contract of sale, except such as are mentioned in writing herein.

#### TENANTS IN POSSESSION

If, as of this date or hereafter, there is any tenant or occupant in residence, the Buyer, if he or she wishes to evict such tenant or occupant, must do so at his or her own expense.

#### LEAD PAINT

The Buyer is advised that Massachusetts General Laws provides for a program of lead poisoning prevention and control if a child under six years of age becomes a resident of the dwelling being purchased. The mortgagee assumes no risk as regards the lead poisoning prevention statute or regulations.

#### SMOKE DETECTOR AND CARBON MONOXIDE DETECTORS

Buyer is further advised Massachusetts General Laws requires smoke and carbon monoxide detectors be installed in all residential structures. Buyer agrees he or she will assume all costs of inspection fees for smoke or carbon monoxide detection equipment. Buyer further acknowledges such equipment shall meet all of the minimum State or Municipal requirements.

#### CONSTRUCTION OF AGREEMENT

This instrument, executed in triplicate, 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 Seller 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 to it.

The sale will not be invalidated by errors or mis-description of the size of the parcel or land sold, or the improvements thereon and the Buyer agrees to waive any claim or right he or she might otherwise have by reason of any such error or mis-description, and agrees that if the property sold can be identified by the description as given or any part thereof, he or she will accept same at the full price bid in complete satisfaction and fulfillment on the part of the foreclosing mortgagee and Auctioneer of each and all of their obligations of this contract.

The Buyer acknowledges that no representations or warranty of any kind whatsoever, other than those set forth herein, have been made by or on behalf of the mortgagee and that the premises are conveyed in "as is" condition.

I, the Buyer at this Public Auction Sale, do hereby acknowledge that I have read the foregoing Memorandum of Terms and Conditions of Sale and agree to the terms and conditions as set forth herein.

I further acknowledge that I have received a copy of said Memorandum.

At the sale held under the above notice terms, the premises have been sold to the undersigned

Buyer for : \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

of which Buyer has made the deposit of TEN THOUSAND DOLLARS AND 00/100

(\$10,000.00), and hereby agrees to pay the balance of the consideration as above provided.

IN WITNESS WHEREOF, the parties have executed this Memorandum as a sealed instrument as of the date first written above.

Greenfield Co-operative Bank

\_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_  
Auctioneer

\_\_\_\_\_

\_\_\_\_\_  
Buyer

**MUNICIPAL LIEN CERTIFICATE**  
**OFFICE OF THE COLLECTOR OF TAXES**  
**TOWN OF GILL**

24-Jun-14

Kevin D. Parsons, Attorney at Law  
 4 Deerfield Avenue  
 Shelburne Falls, Ma 01370

Certificate No. 2087

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 16-Jun-2014 are listed below

**DESCRIPTION OF PROPERTY**

Assessed Owner: 4-6 Main Road Reality LLC  
 Location of Property: 4 Main Road  
 Parcel Identification: 106/101.0-0000-0004.0  
 Land Area: 0.9 Acres

Valuation Land: \$77,600 Building \$160,900 Total: \$238,500

FRANKLIN COUNTY REGISTRY OF DEEDS Book 5495 Page 194

FISCAL YEAR	FY 2014 - 1	FY 2013 - 1	FY 2012 - 1
REAL ESTATE TAX			
Actual	\$2,013.97	\$2,022.79	\$2,039.22
Preliminary	\$1,988.06	\$1,953.34	\$1,867.46
DISTRICT TAX			
Actual			
Preliminary			
BETTERMENTS / SPECIAL ASSESSMENTS			
Committed Interest			
UTILITY LIENS			
Water			
Sewer	\$776.26	\$332.42	\$437.59
Electric			
Committed Interest	\$83.43	\$41.38	\$65.63
Collection Charges			
OTHER LIENS			
Committed Interest			
Collection Charges			
TOTAL BILLED	\$4,861.72	\$4,349.93	\$4,409.90
Payments	\$2,001.02	\$4,557.88	\$4,566.40
Abatements/Exemptions			
Charges and Fees	\$10.00	\$10.00	\$10.00
Interest to 6/24/2014	\$54.67	\$197.95	\$146.50
PER DIEM			
<b>BALANCE DUE</b>	<b>\$2,925.37</b>	<b>\$0.00</b>	<b>\$0.00</b>

PRELIMINARY TAXES generally represent no more than 50% of prior year's tax  
 UNPAID BETTERMENTS / SPECIAL ASSESSMENTS NOT YET ADDED TO TAX

Interest from \_\_\_\_\_ to be added

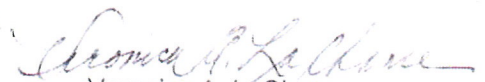
UNPAID UTILITY CHARGES

OTHER UNPAID CHARGES:

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

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



Veronica A. LaChance  
 Collector of Taxes  
 Town of Gill, Ma 01354