

BIDDER'S INFORMATIONAL PACKAGE

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AUCTIONEER'S MEMORANDUM OF SALE AT PUBLIC AUCTION

The undersigned _____ of _____ (the "BUYER") hereby acknowledges that BUYER has this day purchased at a Mortgagee's Sale of Real Estate at Public Auction from Aaron Posnik & Co., Inc. (the "AUCTIONEER"), as agent for TD Bank, N.A. (the "SELLER"), that certain real estate (the "Premises") known as 44 Maple Street, Easthampton, Massachusetts and more fully described in the Mortgagee's Sale of Real Estate notice attached hereto (the "Sale Notice"), for the sum of \$_____ (the "Purchase Price"), which amount represents the BUYER's successful bid of \$_____, plus a 5% Buyer's Premium of \$_____.

No personal property of any nature is included in this sale.

BUYER agrees to be bound by, and to comply with, and that the Premises are being sold subject to, the terms and conditions as stated in this Memorandum of Sale and the Sale Notice and also the additional terms and conditions read by the Auctioneer at the sale, a copy of which is attached hereto (the "Additional Terms and Conditions").

BUYER has this day paid to SELLER \$5,000 as a non-refundable deposit on the sale, with an additional deposit in the amount of \$_____ to be paid by BUYER to SELLER, in accordance with the terms and conditions of the sale. Said deposit(s) shall be forfeited to the use of SELLER if BUYER fails to comply with any of the terms and conditions of the sale. Any such forfeiture shall not relieve BUYER of any liability under this agreement.

The balance of the Purchase Price is due and payable at the office of Cooley, Shrair P.C., at 1380 Main Street, Springfield, Massachusetts, as counsel for the SELLER, on or before September 11, 2016, by certified or bank check or other form acceptable to SELLER, and contemporaneous with a timely receipt by SELLER of such payment, SELLER shall convey the Premises to BUYER by delivery to BUYER of a statutory form foreclosure deed under the statutory power of sale (M.G.L. ch. 183, Appendix Form 11) from SELLER. Time is of the essence of this agreement.

In addition to the Purchase Price, BUYER assumes and agrees to pay all real estate taxes, water and sewer bills, municipal liens, tax titles, betterments, and assessments applicable to the Premises and, in addition to BUYER's own closing costs, all Massachusetts document tax stamps and recording charges applicable to this sale.

BUYER acknowledges that BUYER has not been influenced to enter into this transaction by, nor has BUYER relied upon, any warranty or representation of the SELLER or AUCTIONEER not expressly set forth or incorporated in this Memorandum of Sale.

BUYER also understands that SELLER will not accept any personal offer to purchase (i.e. any personal bid) from any individual that is an employee of The Toronto-Dominion Bank or any of its subsidiaries or affiliated corporations and that BUYER, by signing below, hereby certifies to SELLER that the BUYER is not employed by The Toronto-Dominion Bank or any of its subsidiaries or affiliated corporations.

AUCTIONEER acknowledges that SELLER has this day received from BUYER the \$5,000 non-refundable deposit and that the Premises were this day sold by AUCTIONEER at public auction for the Purchase Price noted above, subject to the terms and conditions contained herein and in the attached Sale Notice and Additional Terms and Conditions.

Signed as a sealed instrument on this 11th day of August, 2016.

BUYER:

Buyer's Signature

AUCTIONEER:

Aaron Posnik & Co., Inc.

By: _____
Name: Corey J. Fisher
Title: Executive Vice President

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage (the "Mortgage") given by Alan M. Wiernasz to TD Bank, N.A. dated December 2, 2015 and recorded with the Hampshire County Registry of Deeds in Book 12150, Page 90, of which Mortgage the undersigned (the "Mortgage Holder") 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 August 11, 2016 at the mortgaged premises, being known as 44 Maple Street, Easthampton, Massachusetts, all and singular the premises described in said Mortgage (the "Premises"),

To wit:

"A certain parcel of land together with all buildings and other improvements thereon, situated in Easthampton, Hampshire County, Massachusetts, and bounded and described as follows:

The land with buildings thereon, situated on Maple Street in said Easthampton, bounded North 119 links by Maple Street, East 328 links by land now or formerly of Michael Kienle; Southerly 123 links by land formerly S. Eberg; and Westerly 328 links by land formerly of Elizabeth Carr; containing 63½ rods, more or less, as described last in the deed of Helen A. and Albert J. Latka to Edward M. and Stella D. Wiernasz on July 28, 1943, as recorded in the Hampshire County Registry of Deeds, Book 1036, Page 38.

Being the same premises described in a deed from Stella D. Wiernasz to Stella D. Wiernasz and Alan M. Wiernasz dated September 7, 1990 and recorded with the Hampshire County Registry of Deeds in Book 3617, Page 15."

The Premises will be sold subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, outstanding tax titles, rights of tenants and parties in possession, unpaid taxes, municipal liens and other public taxes, assessments or liens and existing encumbrances having priority over the Mortgage, if any.

TERMS OF SALE: A deposit of Five Thousand Dollars (\$5,000) will be required to be paid in cash or by certified or bank check by the successful bidder at the time and place of the sale. An additional deposit amount will be required to be paid by certified or bank check by the successful bidder within five (5) business days from the date of the sale in an amount that increases the total deposit to ten percent (10%) of the successful bid amount. The balance of the successful bid amount, plus a Buyer's Premium equal to 5% of the successful bid amount, is to be paid by certified or bank check within thirty (30) days from the date of the sale, and the deed for the Premises shall be delivered contemporaneously with such payment.

The Mortgage Holder reserves the right to postpone or adjourn this sale to a later time or date by public proclamation at the time and date appointed for the sale and to further postpone or adjourn any postponed or adjourned sale by public proclamation at the time and date appointed for the postponed or adjourned sale.

The successful bidder at the sale will be required to sign a Memorandum of Sale containing the above terms, and other announced terms, at the sale.

The description for the Premises contained in the Mortgage shall control in the event of a typographical error in this notice.

Other terms to be announced at the sale.

TD BANK, N.A.
Present Holder of said Mortgage

By: 

Its Attorney

John W. Davis, Esq.

Cooley, Shrair P.C.

1380 Main Street, 5th Floor

Springfield, MA 01103

ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions shall apply to the sale of the premises as described in the sale notice of TD Bank, N.A. (the "Mortgage Holder") that has just been read to you:

1. The successful bidder will be required to execute in duplicate a Memorandum of Sale upon acceptance of the bid. Copies of the Memorandum of Sale are here for anyone to inspect prior to the bidding.
2. The premises will be sold to the highest bidder who will be required to make the required deposit prior to signing the Memorandum of Sale.
3. If the successful bidder fails to pay the required deposit and sign the Memorandum of Sale and any other required document or if, after paying the deposit and signing the required documents, fails to perform its obligations thereunder, any deposit made, including any additional deposit made after today, shall be forfeited to the use of the Mortgage Holder. Such forfeiture shall not release the successful bidder from any of its obligations. The Mortgage Holder also reserves the right to convey the premises to the second highest bidder, at its last highest bid, under the same terms and conditions as are being offered at today's auction, and without further notice by publication or otherwise. Such second highest bidder will have five (5) days after notification by the Mortgage Holder to make the required deposit and sign the Memorandum of Sale and any other required documents.
4. No items of personal property are included in this sale, and the premises are being sold in "AS IS" condition, subject to all known and unknown defects, and subject to all applicable laws.
5. The premises may be subject to federal and state laws regarding lead-based paint. A standard information package issued by the Department of Public Health, including a form notice certificate, will be attached to the Memorandum of Sale. The successful bidder, prior to signing the Memorandum of Sale, will be required to sign the notice certificate as prepared by

the Mortgage Holder. Copies of such notice certificate and the information package are here for anyone to inspect prior to the bidding.

6. Except for the Mortgage Holder's representations contained in the lead paint notice certificate referred to above, no representations or warranties of any kind whatsoever are made by or on behalf of the Mortgage Holder with respect the premises, including, without limitation, any warranty or representation as to (a) condition, construction, or fitness for habitation, (b) the presence or absence of asbestos, urea formaldehyde, lead paint, radon gas, oil or other hazardous materials, or aboveground or underground storage tanks, (c) compliance or non-compliance with any law, including, without limitation, any federal, state or local law relating to environmental, zoning, building or occupancy matters, or (d) zoning, state of title, utilities, tenants or occupants, or other matters.

7. The successful bidder shall be responsible for complying with all laws applicable to any on site sewage disposal system, including, without limitation, Title V of the State Environmental Code, and is specifically hereby notified of, and shall be responsible for complying with, the inspection and upgrade requirements contained in Sections 15.300 through 15.305 of Volume 310 of the Code of Massachusetts Regulations, if applicable.

8. A municipal lien certificate has been obtained from the city collector's office, and copies are available for inspection prior to the bidding. Based on the certificate, the following amounts appear due and owing to the City of Easthampton with respect to the premises:

Real estate taxes, interest and other charges for fiscal years 2014 to 2017, calculated through August 11, 2016	\$9,787.09
Past due water charges	\$637.21
Total	\$10,424.30

No representations or warranties are made by or on behalf of the Mortgage Holder as to the accuracy, completeness or usefulness of the foregoing or as to the extent to which such amounts constitute a lien against the premises. All municipal taxes and other municipal charges, together with all interest, fees and costs relating thereto through the date of payment, shall be the responsibility of the successful bidder.

9. The premises are also being sold subject to a Special Permit issued by the Easthampton Zoning Board on August 29, 1995 and recorded with the Hampshire County Registry of Deeds in Book 4740, Page 96, to the extent presently applicable and in effect against the premises and having priority over the mortgage being foreclosed upon today.

10. This sale includes a 5% Buyer's Premium, which means the successful bidder, other than the Mortgage Holder or its affiliate, will be responsible for paying, in addition to the amount bid, a Buyer's Premium amount equal to 5% of such bid amount.

11. The Mortgage Holder, or its affiliate, may bid at this sale, and if either is the successful bidder, neither shall be required to pay any deposit. The Mortgage Holder may at any time, and from time-to-time, even after the commencement of bidding, adjourn this sale to a later time or date by public proclamation.

12. All information as shown in the Auctioneer's circulars or published advertisements for this sale has been compiled for the convenience and assistance of the successful bidder, and while the information is assumed to be reasonably correct, it is not guaranteed or warranted by the Auctioneer or the Mortgage Holder or any of their representatives.

13. From and after this date, the successful bidder shall have the sole risk of loss and the Mortgage Holder shall have no responsibility for maintaining insurance on the premises. In the event the premises are hereafter damaged by fire or other casualty, the successful bidder shall remain obligated to consummate the sale without any reduction in the purchase price.

14. In the event the Mortgage Holder cannot convey title to the premises as stipulated, the deposit, including any additional deposit thereafter made, shall be refunded and all rights under the Memorandum of Sale shall cease and the successful bidder shall have no recourse against the Mortgage Holder or its employees, agents or representatives, whether at law or in equity.

15. The premises will be conveyed by the usual statutory form foreclosure deed under the statutory power of sale, such deed to be delivered contemporaneously with the Mortgage Holder's timely receipt of full payment pursuant to the Memorandum of Sale. No adjustments of any kind shall be made to the purchase price. The successful bidder will be responsible for its own closing costs and all Massachusetts document tax stamps and recording fees applicable to the purchase of the premises. The acceptance of the Mortgage Holder's foreclosure deed by the successful bidder, or any successor in interest, shall be deemed to be a full performance and discharge of all obligations of the Mortgage Holder to the successful bidder, and any successor in interest, in connection with this sale.

16. The successful bidder will be required to sign this document when signing the Memorandum of Sale and, by doing so, the successful bidder will be acknowledging that the successful bidder agrees to the foregoing terms and conditions.

Successful Bidder's signature

CITY OF EASTHAMPTON
MUNICIPAL LIEN CERTIFICATE

Certificate Number: 19

ID: 065 54-23

Location: 44 MAPLE ST

Requestor:

C00LEY, SHRAIR
 ATTORNEYS AT LAW
 1380 MAIN ST
 SPRINGFIELD MA,01103

Assessed Owner:

WIERNASZ STELLA & ALAN,
 C/O WIERNASZ ANDREW

Current Status:

Acres: .4000
Land Valuation: 76,700
Building Valuation: 110,100
Exemptions: 0
Taxable Valuation: 186,800

Book: 3617 **Page:** 15

Interest Date: 08/11/2016

<u>Year</u>	<u>Type</u>	<u>Due Date</u>	<u>Billed</u>	<u>Principal Due</u>	<u>Interest Due</u>	<u>Total Now Due</u>
2014	PRESERVATION TAX		38.70	0.00	0.00	0.00
2014	FY2014 PRELIMINAR		1,337.82	0.00	0.00	0.00
2014	FY 2014 ACTUAL		1,438.03	92.40	0.00	92.40
2014	SEWER LIEN		247.25	0.00	0.00	0.00
2014	WATER LIEN		168.96	0.00	0.00	0.00
2014	INTEREST		0.00	0.00	2.02	2.02
Total 2014			3,230.76	92.40	2.02	94.42
2015	PRESERVATION TAX		39.45	39.45	0.00	39.45
2015	FY2015 ACTUAL		1,442.09	1,442.09	0.00	1,442.09
2015	FY2015 PRELIMINAR		1,387.93	1,387.93	0.00	1,387.93
2015	SEWER LIEN		545.70	545.70	0.00	545.70
2015	WATER LIEN		351.45	351.45	0.00	351.45
2015	CITY DEMAND		0.00	0.00	15.00	15.00
2015	INTEREST		0.00	0.00	843.23	843.23
2015	PRES INT		0.00	0.00	9.08	9.08
Total 2015			3,766.62	3,766.62	867.31	4,633.93

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IF SOLD, CONTACT THE WATER DEPARTMENT AT 529-1410 WITH FINAL READING.

CURRENT PAST DUE WATER OWED TO DPW \$ 637.21

IT IS HEREBY CERTIFIED FROM AVAILABLE INFORMATION THAT LISTED ABOVE ARE ALL TAXES AND ASSESSMENTS. WATER RATES AND SEWER RATES ON THE PARCEL SPECIFIED IN YOUR APPLICATION DATED MAY JULY 13, 2016 HAVE NO KNOWLEDGE OF ANY OTHER LIEN OUTSTANDING.

NOTE: ALL UNPAID BALANCES HAVE INTEREST COMPUTED TO THE DATE ON THE CERTIFICATE, PLUS DEMAND FEE.

ELIZABETH A. GENDRON

COLLECTOR OF TAXES
 FOR THE CITY OF EASTHAMPTON MA
 FORM APPROVED BY COMMISSIONER OF REVENUE

CITY OF EASTHAMPTON
MUNICIPAL LIEN CERTIFICATE

Certificate Number: 19

ID: 065 54-23

Location: 44 MAPLE ST

Requestor:

COOLEY, SHRAIR
ATTORNEYS AT LAW
1380 MAIN ST
SPRINGFIELD MA, 01103

Assessed Owner:

WIERNASZ STELLA & ALAN,
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<u>Year</u>	<u>Type</u>	<u>Due Date</u>	<u>Billed</u>	<u>Principal Due</u>	<u>Interest Due</u>	<u>Total Now Due</u>
2016	PRESERVATION TAX		40.60	40.60	0.00	40.60
2016	FY2016 PRELIMINAR		1,415.01	1,415.01	0.00	1,415.01
2016	FY 2016 ACTUAL		1,497.20	1,497.20	0.00	1,497.20
2016	SEWER LIEN		597.34	597.34	0.00	597.34
2016	WATER LIEN		412.10	412.10	0.00	412.10
2016	CITY DEMAND		0.00	0.00	15.00	15.00
2016	INTEREST		0.00	0.00	336.79	336.79
2016	PRES INT		0.00	0.00	3.66	3.66
Total 2016			3,962.25	3,962.25	355.45	4,317.70
2017	PRESERVATION TAX 1	08/01/2016	10.15	10.15	0.00	10.15
2017	FY2017 PRELIMINAR 1	08/01/2016	728.06	728.06	0.00	728.06
2017	INTEREST 1	08/01/2016	0.00	0.00	2.79	2.79
2017	PRES INT 1	08/01/2016	0.00	0.00	0.04	0.04
2017	PRESERVATION TAX 2	11/01/2016	10.15	10.15	0.00	10.15
2017	FY2017 PRELIMINAR 2	11/01/2016	728.05	728.05	0.00	728.05
Total 2017			1,476.41	1,476.41	2.83	1,479.24
Grand Totals			12,436.04	9,297.68	1,227.61	10,525.29

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NOTE: ALL UPAD BALANCES HAVE INTEREST COMPUTED TO THE DATE ON THE CERTIFICATE, PLUS DEMAND FEE.

Elizabeth A. Gendron
ELIZABETH A. GENDRON

COLLECTOR OF TAXES
FOR THE CITY OF EASTHAMPTON MA
FORM APPROVED BY COMMISSIONER OF REVENUE