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BIDDER'S INFORMATIONAL PACKAGE

13 WORCESTER ROAD CHARLTON, 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 TDW REALTY, INC., a Massachusetts corporation, to SOUTHBRIDGE CREDIT UNION, dated November 21, 2013, recorded at Worcester District Registry of Deeds in Book 51786, Page 140, 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 Wednesday, the 30th day of November, 2016**, on the premises below described all and singular the premises described in said mortgage, said premises being therein described substantially as follows, to wit:

13 WORCESTER ROAD, CHARLTON, MA 01508

The land with all buildings and structures thereon, situated in CHARLTON, Worcester County, Massachusetts, and bounded and described as follows:

PARCEL 1:

The land in CHARLTON, aforesaid, on the Northerly side of U.S. Route 20 and the Southerly side of County Road, bounded and described as follows:

BEGINNING at a point at the Southwest corner of land now or formerly of Ovide C. Soucy et ux (now of Charlton Woolen Co.) on the Northerly line of Route 20 at the Southwest corner of the parcel herein described;

THENCE South 82 degrees 51' 40" West, four hundred four and forty-one hundredths (404.41) feet by said Northerly line of Route 20 to land of Joseph P. Breen, now or formerly;

THENCE North 7 degrees 08' 20" West, seventy-six and fifty hundredths (76.50) feet by land now or formerly of said Breen to a point;

THENCE South 68 degrees 17' 10" West, one hundred fifty-four and ninety-nine (154.99) feet by land now or formerly of Breen to a point;

THENCE South 7 degrees 08' 20" East, twenty-four and fifty hundredths (24.50) feet by land now or formerly of said Breen to a point at U.S. Highway (Route 20);

THENCE South 82 degrees 51' 40" West, forty-one and forty-seven hundredths (41.47) feet by said Northerly line of said highway to a point;

THENCE North 7 degrees 08' 20" West, thirty-three and sixty-two hundredths (33.62) feet by land of owners now shown on plan to a point;

THENCE North 6 degrees 45' 20" East, one hundred thirty-nine and twenty-two hundredths (139.22) feet by land of Webster and Southbridge Gas And Electric Company to an iron pipe on the South line of County Road;

THENCE North 64 degrees 51' 30" East, two hundred twenty-nine and twenty hundredths (229.20) feet by said County Road to an iron pipe;

THENCE North 67 degrees 13' 40" East, two hundred seventeen and fifty-eight hundredths (217.58) feet by said County Road to an iron pipe at land of Frank Ronzo, now or formerly;

THENCE South 12 degrees 18' 10" East, two hundred nine and sixty-three hundredths (209.63) feet by the line of the former dam to a drill hole;

THENCE North 74 degrees 41' 00" East, fifteen and twenty-nine hundredths (15.29) feet to a drill hole;

THENCE South 14 degrees 28' 10" East, sixteen and thirty-seven hundredths (16.37) feet to a drill hole;

THENCE South 46 degrees 04' 20" East, forty-four and eighteen hundredths (44.18) feet by a concrete wall to an iron pipe;

THENCE North 69 degrees 11' 40" East, seventy-three and twenty-two hundredths (73.22) feet to an iron pipe;

THENCE South 7 degrees 08' 00" East, sixty-seven and twenty-seven hundredths (67.27) feet to the highway, Route 20 and the point of beginning.

CONTAINING 2.6 acres as shown on Plan of Land in Charlton City, Massachusetts owned by Charlton Woolen Company, dated April 29, 1957 and recorded with the Worcester District Registry of Deeds, Plan Book 225, Plan 25.

EXCEPTING from the foregoing parcel (Parcel I) that portion of the premises conveyed to Joseph P. Breen by deed dated 24 July 1957 and recorded with said Deeds, Book 3879, Page 332.

EXCEPTING from the foregoing parcel the premises conveyed to Herbert S. Gale by deed recorded with said Deeds, Book 2310, Page 385.

The premises are conveyed subject to flowage rights in brook running through the premises.

PARCEL II:

The land in Charlton with the buildings thereon, situated on the Northerly side of the State Highway to Sturbridge, known as Route 20, bounded and described as follows:

Beginning at a point on the Northerly side of State Highway to Sturbridge, at land of Ronzo, formerly of George H. Bergmark et ux;

THENCE Westerly by the Northerly side of said Highway about 125 feet to a post set in cement at land of grantee Charlton Woolen Company;

THENCE Northerly in a line approximately at right angles to said highway by land of grantee Charlton Woolen Company about 57 feet 6 inches to a post set in cement at a point one foot Southerly from the high water mark of former pond;

THENCE Easterly along the high water mark of said pond, at a distance one foot Southerly therefrom by land of grantee to said Ronzo land;

THENCE Southerly by said Ronzo land to the point of beginning.

Subject to any rights as to gutters and drains from said State Highway, which may affect the granted premises.

Being the same premises conveyed by deed from Adelard Boulanger et ux, dated February 3, 1940 and recorded with Worcester District Deeds, Book 2766, Page 552.

PARCEL III:

The land in Charlton City, in said Charlton, situated on the Northerly side of Stafford Street, being the former Worcester and Stafford Turnpike, a short distance Southwesterly of Power House Station Road, bounded and described as follows:

Beginning at the Southeasterly corner thereof, at an iron pipe in the ground on the Northerly side of Stafford Street at land now or formerly of the Town of Charlton, formerly of Salem Pratt;

THENCE Westerly by the Northerly side of Stafford Street 110 feet more or less to land of Mildred J. Mahan, formerly of Marcus W. Carpenter, at the Southwesterly side a driveway;

THENCE Northwesterly along said driveway by said Mahan land 87 feet more or less to an iron pin;

THENCE Westerly by said Mahan land 110 feet to an iron pin at land now or formerly of George Bergmark et ux, formerly of Harry E. March;

THENCE about North 23 degrees West by said Bergmark land 175 feet more or less to a point at the edge of Spring Brook, which runs through the premises, at land now or formerly of John Luukko;

THENCE North 65 degrees East, over the location of former dam, by said Luukko land 160 feet to a cut stone marker now or formerly standing in the edge of pond by land now or formerly of Everett E. Fitts;

THENCE North 84 degrees East, by said Fitts land, crossing the mill pond, 104 feet more or less to a stone bound in an old wall at land of said Town of Charlton;

THENCE Southeasterly by said land of the Town of Charlton 50 feet more or less to a stone bound;

THENCE South 4 degrees 36' West, by said land of the Town of Charlton 83.73 feet along an old wall to an angle;

THENCE South 32 + - 42' West, in part along an old wall by said land of the Town of Charlton, 52.69 feet;

THENCE South 51 degrees East, by said land of the Town of Charlton about 12.45 feet to the point of beginning.

However bounded and described, being the same premises conveyed by deed from Arthur E. Gauthier et ux, dated September 11, 1951 and recorded with Worcester District Deeds Book 3379, Page 471.

Together with all rights of flowage which may be appurtenant to the premises, and subject to all rights of others in said Spring Brook, and subject to possible flowage rights.

EXCEPTING from the foregoing parcel the premises conveyed to Roger J. Ashe by deed recorded with said Deeds, Book 6706, Page 346.

PARCEL IV

The land in said Charlton City located in the Southerly side of Sturbridge County Road, and bounded and described as follows, to wit:

Beginning at an iron pin set in the Southerly line of said road at an angle thereof and at land of one Ronzo;

THENCE North 55 degrees 27' 30" East, by said road line one hundred and seventy-five (175) feet to an iron pipe set in the ground therein;

THENCE South 41 degrees 02' 30" East, by land of Everett E. Fitts one hundred and forty-eight (148) feet;

THENCE two courses by land of the grantee, formerly of Howard Ranks, et al, South 51 degrees 27' 30" West, one hundred and sixty (160) feet to the Easterly face of the dam, nearly half of which extends Northerly into the granted premises; and North 86 degrees 02' 30" West seventy-five and sixty-five hundredths (75.65) feet;

THENCE North 20 degrees 51' 20" West, by said Ronzo land one hundred and fourteen and thirty-seven hundredths (114.37) feet to the point of beginning.

Containing seven tenths (0.7) acres more or less.

Also all our tight and title in and to abutting portions of said road to the center line.

Said land is the same conveyed by deed of John Luukko dated November 13, 1951, and recorded in the Worcester District Registry of Deeds, Book 3379, Page 488.

Together with all rights of flowage which may be appurtenant to the premises, and subject to all rights of others in said Spring Brook, and subject to possible flowage rights.

Subject to rights of New England Tel. & Tel. Co. under grant recorded in Book 2057, Page 112, and subject to highway taking referred to in Book 3379, Page 471.

PARCEL V:

A certain parcel of land situated on the Southerly side of Old Southbridge Street in Charlton, Worcester County, Massachusetts and shown on a plan entitled; "New England Power Service Company Part of New England Electric System, Boston, Mass. Plan Showing Land in Charlton, Massachusetts To Be Conveyed to Charlton Woolen Co. by new England Power Company Scale 1" = 20' Date June 5, 1970 L-8821" and is recorded in Plan Book 337, Page 107, and is bounded and described according to said Plan as follows:

Beginning at an iron pin set on the Southerly side of said Old Southbridge Street at land of the Grantor and being the Northwesterly corner of the herein described premises:

THENCE running North 69 degrees 17' 35" East by said Old Southbridge Street, 42.01 feet to an iron pin set at land of the Grantee;

THENCE turning and running South 2 degrees 55' 25" East, by land of the Grantee, 101.10 feet to an iron pin set;

THENCE turning and running South 44 degrees 59' 25" West, 19.29 feet to an iron pin set;

THENCE turning and running North 50 degrees 08' 25" West, 34.99 feet to an iron pin set;

THENCE turning and running North 2 degrees 55' 25" West, 77.44 feet to the point of beginning at an iron pin set – said last three (3) courses and distances being by land of the Grantor herein.

Containing according to said plan Three Thousand Nine Hundred Seven (3,907) square feet of land and being a portion of the premises conveyed to New England Power Company by deed dated February 1, 1955 from Clarence I. Kelley et ux and recorded with Worcester District Registry of Deeds in Book 3657, Page 481.

Premises are subject to all takings, easements, restrictions, reservations, conditions and agreements of record, if any, insofar as the same are now in force and applicable.

Subject to flowage rights in brook running through premises.

PARCEL VI:

Also the granting and hereby conveying all the grantor's right, title and interest in and to the area shown as "Appurtenant Location of Lower Mill Pond before 1955 Flood 1.7a +-" as shown on Plan recorded in Plan Book 225, Plan 25, and also granting of the Grantor's right in a certain easement in deed of Joseph Ronzo to Charlton Woolen Co. dated 5 May 1961 recorded in Worcester District Registry of Deeds, Book 4190, Page 279.

All of the foregoing parcels are conveyed subject to all restrictions, conditions, and reservations in Book 1859, Page 47 as referred to in Book 2104, Page 309, so far as still in force and applicable; drain rights to Commonwealth of Massachusetts recorded in Book 2558, Page 418 and Permanent Brook Channel Easement and temporary Book Channel Easement as in Book 3777, Page 367.

Together with and subject to rights, easements, restrictions, and obligations in water lines, and appurtenances thereto, and waste-water treatment plant as described in the deed to the MORTGAGER.

EXCEPTIONS: Deed out to Stanley and recorded in W.D.R.D. Book 12318 Page 370 and to Fitts in W.D.R.D. Book 12318 Page 375.

Being the same premises conveyed to the Mortgagor by Deed recorded in Book 20150, Page 123.

Including all rents, issues and profits thereof (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues and profits until default hereunder), and all fixtures now or hereafter attached to or used in connection with the premises herein described.

The above premises will be sold subject to and with the benefit of all restrictions, easements, improvements, outstanding tax titles, municipal or other public taxes, assessments, liens, or claims in the nature of liens and condominium common charges, and existing encumbrances of record created prior to the mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed, if any.

Twenty-Five Thousand Dollars (\$25,000) ("Initial Deposit") will be required to be paid in cash or by certified check by the purchaser at the time and place of sale as earnest money, and an additional sum ("Additional Deposit"), also in cash or by certified check, in an amount such that the total deposits, including the initial deposit, totals Ten percent (10%) of the purchase price, shall be due and payable within Five (5) business days of the sale. The balance to be paid in cash or by certified check within Twenty (20) business days of the date of sale.

Buyer shall also pay directly to the auctioneer, Aaron Posnik & Co., Inc., a buyer's premium equal to Five percent (5%) of the purchase price.

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 next highest qualified bidder provided that the next highest qualified bidder shall deposit with Mortgagee's attorneys, Doherty, Wallace, Pillsbury and Murphy, P.C., the amount of the required deposit as set forth herein within three (3) business days after receiving written notice of default of the previous highest bidder and title shall be conveyed to said next highest qualified bidder within thirty (30) days of said written notice. The Mortgagee further reserves the right, at its option, and within its sole discretion, to purchase the property for the amount of the next highest qualified bid, or to reschedule the foreclosure sale under its power of sale contained in the mortgage.

Other terms to be announced at the sale.

SOUTHBRIDGE CREDIT UNION,

BY Gregory M. Schmidt
Its Attorney

Doherty, Wallace, Pillsbury
and Murphy, P.C., Attorneys
One Monarch Place, Suite 1900
Springfield, MA 01144-1900

The Commonwealth of Massachusetts
Office of the Collector of Taxes
Town of Charlton
Municipal Lien Certificate

Number: 6260
11/3/2016

DOHERTY WALLACE PILLSBURY AND MURPHY
ONE MONARCH PLACE SUITE 1900
SPRINGFIELD, MA 01144-1900

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 10/31/2016 are listed below:

DESCRIPTION OF PROPERTY

Parcel Identifier	27C-A-7	Assessed Owner	TDW REALTY INC (7/98)
Account	27C-A-7	Additional Owner	
Location of Property	13 WORCESTER RD	Supposed Present Owner	
Acreage	3.217 Acres	Legal Reference	Book 20150 Page 123 Deed Date 7/3/1998

VALUATION

FY	Residential	Rate1 Open Space	Rate 2 Commercial	Rate 3 Industrial	Rate 4	Exempt
2017	0	13.78	0	0.00	0	13.78
				435,200		13.78
						0

ASSESSMENT

	2017 1st Quarter	2017 2nd Quarter	2017 3rd Quarter	2017 4th Quarter	FY 2016	FY 2015
Preliminary Tax	\$1,499.27	\$1,499.26	N/A	N/A	\$2,920.19	\$3,854.34
Actual Tax					\$3,076.87	\$1,986.04
Water Bett					\$741.10	\$741.10
Water Bett CI					\$520.25	\$574.50
Sewer Lien					\$718.84	\$5.29
Sewer Lien Int					\$66.58	\$0.30
Interest To Date	\$54.06	\$1.15			\$915.01	\$0.00
Charges and Fees					\$10.00	\$10.00
Tax Title/Tax Deferral						\$7,652.15
Per Diem	\$0.58	\$0.58			\$3.09	\$0.00
Balance Due	\$1,553.33	\$1,500.41			\$8,968.84	\$0.00

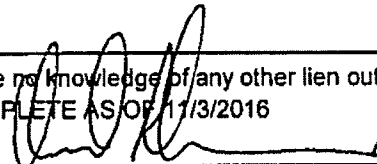
Property Tax Interest Per Diem \$4.25
Committed Tax Balance \$12,022.58

Misc Receivable	Balance	Interest	Per Diem
Demand	\$0.00	\$0.00	\$0.00
Sewer	\$1,529.81	\$20.76	\$0.57
Misc. Totals	\$1,529.81	\$20.76	\$0.57

THIS PROPERTY MAY BE SUBJECT TO SUPPLEMENTAL BILLING.

Unpaid betterments not yet added to tax are \$12,598.70 with interest to be added. Please contact the Office of the Assessor at 5082482233 for payoff amounts.

All of the amounts listed above are to be paid to the Collector. I have no knowledge of any other lien outstanding.
INFORMATION ON THIS CERTIFICATE IS COMPLETE AS OF 11/3/2016


Interim Coll. Keith Arsenault Collector of Taxes

MEMORANDUM OF SALE

Twenty-Five Thousand Dollars (\$25,000) ("Initial Deposit") received from Buyer by SOUTHBRIDGE CREDIT UNION, ("Seller or Mortgagee") as earnest money to be applied to the purchase price of real estate located at **13 WORCESTER ROAD, CHARLTON, MASSACHUSETTS 01508**, sold this day under a power of sale contained in a mortgage given to SOUTHBRIDGE CREDIT UNION which power of sale provides that the premises are sold subject to and with the benefit of all restrictions, easements, improvements, outstanding tax titles, mortgages, liens, right of tenants and parties in possession, unpaid taxes, municipal liens and other public taxes, assessments or liens, if any, including outstanding condominium common expense assessments or liens, if applicable.

The Buyer understands that this sale is pursuant to a public foreclosure sale; that the Seller has no knowledge as to the physical condition or use of the Premises or the compliance of the Premises with the provisions of any Federal, state or local rule, regulation, statute or ordinance, including, without limitation, Title V; and the Seller makes no representations or warranties expressed or implied of any type, kind, character or nature whatsoever relating to the Premises, including as to condition, use, zoning or environmental matters; and the Buyer agrees to accept the Premises in its "AS IS" condition. Environmental Site Assessment is the responsibility of the Buyer.

In the event the premises contains on on-site sewage system, the Buyer shall be responsible for complying with the Commonwealth of Massachusetts regulations pertaining thereto at its own cost by 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.

In the event that the premises contain underground storage tank(s), the Buyer shall be responsible for complying with the applicable regulations issued by the Massachusetts Board of Fire Prevention as set forth in 527 CMR 9.00 et seq. which may require removal of any existing tank(s).

The Buyer acknowledges that there may have occurred the use, storage, disposal, transportation, release or threat of release of hazardous or toxic materials or substances on, or

in connection with, the Premises and that the Premises may not be in compliance with applicable environmental laws, including, without limitation, the Massachusetts Oil and Hazardous Material Release Prevention Response Act (M.G.L.c.21E), Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. §9601 et. seq.) and other federal, state and local laws and regulations, and any judicial or administrative decree or decisions. The Buyer hereby releases the Mortgagee from any and all liability in connection with any environmental claims, of any kind or nature, which may arise in connection with, or relating to the Premises and agrees to indemnify and defend the Mortgagee in connection with any such claim which may be asserted against the Mortgagee hereinafter.

Twenty-Five Thousand Dollars (\$25,000) ("Initial Deposit") will be required to be paid in cash or by certified check by the purchaser at the time and place of sale as earnest money, and an additional sum, also in cash or by certified check, in an amount such that the total deposits, including the initial deposit, totals ten percent (10%) of the purchase price, shall be due and payable within five (5) business days of the sale. The Buyer agrees to pay the balance of said purchase price shown below within twenty (20) business days from the date of this agreement at the offices of Doherty Wallace, Pillsbury and Murphy, One Monarch Place, Suite 1900, Springfield, Massachusetts. If said balance is not paid within said twenty (20) business days, as herein provided, said earnest money shall be forfeited and become the property of SOUTHBRIDGE CREDIT UNION.

Buyer shall also pay directly to the auctioneer, AARON POSNIK & CO., INC., a buyer's premium equal to Five percent (5%) of the purchase price.

In the event that the Buyer at the foreclosure sale shall default in purchasing the within described property according to the terms of the Notice of Sale and/or the terms of this Memorandum of Sale executed at the time of the foreclosure, SOUTHBRIDGE CREDIT UNION reserves the right to sell the property by Foreclosure Deed to the next highest qualified bidder provided that the next highest qualified bidder shall deposit with SOUTHBRIDGE CREDIT UNION's attorneys, Doherty, Wallace, Pillsbury and Murphy, P.C., the amount of the required deposit as set forth herein within three (3) business days after receiving written notice of default of the Buyer and title shall be conveyed to said next highest qualified bidder within thirty (30) days of said written notice. The Seller further reserves the right, at its option,

and within its sole discretion, to purchase the property for the amount of the next highest qualified bid, or to reschedule the foreclosure sale under its power of sale contained in the mortgage.

If at the time for closing, the bank, as Seller, is unable to convey title in accordance with the terms hereof and the notice of Sale, this Agreement shall terminate, the Seller shall return the deposit to the Buyer, and the Seller and the Buyer shall have no further obligations to one another under this Agreement. However, the Buyer shall have the right, by written notice to the Seller at closing, to elect to perform this agreement, accepting such title as the Seller may be able to give for the premises in their then condition and paying the purchase price without reduction.

Buyer shall pay and be responsible for Seller's closing attorney's fees and costs, including but not limited to excise tax stamps required to be affixed to the Foreclosure Deed by the Law of the Commonwealth and all recording fees in connection with the transfer of the property.

BUYER SIGNATURE

PRINT NAME: _____

ADDRESS _____

TEL # _____

Buyer's Bid _____

Initial Deposit \$ 25,000.00 _____

Add'l. Deposit \$ _____ by 2/9/17 (combined total 10%)

Balance Due \$ _____ by 3/2/17

+5% Buyer's Premium _____

SOUTHBRIDGE CREDIT UNION,

BY: _____

DATED: _____