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BIDDER'S INFORMATIONAL PACKAGE

125-137 Armory Street & 21-26 Agnew Street SPRINGFIELD, MASSACHUSETTS

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THE FOLLOWING MATERIAL IS FURNISHED SOLEY FOR INFORMATIONAL PURPOSES. NO WARRANTIES OR REPRESENTATIONS ARE MADE BY EITHER THE MORTGAGEE, SECURED PARTY OR THE AUCTION COMPANY, AS TO THE ACCURACY OR THE COMPLETENESS OF THE INFORMATION CONTAINED HEREIN.

PROSPECTIVE PURCHASERS SHOULD MAKE THEIR OWN INVESTIGATIONS AND INSPECTIONS, AND DRAW THEIR OWN INDEPENDENT CONCLUSIONS.

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Springfield BMS Realty, LLC (the "Mortgagor") to People's United Bank, N.A., formerly known as People's United Bank (the "Mortgagee") dated July 29, 2010 and recorded on July 30, 2010 in the Hampden County Registry of Deeds at Book 18391, Page 193, 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 on June 8, 2017, at 11:00 A.M., on the mortgaged premises below described, being known and numbered as 127 and 137 Armory Street and 21 and 26 Agnew Street, Springfield, Massachusetts more particularly described as follows:

Parcel 1

The premises commonly known as 127 Armory Street, 125 Armory Street, 26 Agnew Street and 137 Armory Street, all in Springfield, Hampden County, Massachusetts more specifically described below.

The land and improvements located in Springfield, Hampden County, Massachusetts more particularly bounded and described as follows:

Beginning at Southwesterly corner of the intersection of Armory Street and Agnew Street:

Thence N 51° 55' 40" E along Agnew Street a distance of two hundred twenty-five and 08/100 (225.08) feet;

Thence S 39° 39′ 50" E along land now or formerly owned by Maurice A. and Patricia A Boyer a distance of one hundred nineteen (119.00) feet;

Thence N 47° 20' 50" E along land now or formerly owned by Maurice A. and Patricia A Boyer a distance of fifty-four and 03/100 (54.03) feet;

Thence S 42° 25' 30" E along land now or formerly owned by James B. Punderson a distance of ninety-seven and 57/100 (97.57) feet;

Thence S 47° 26' 32" W along Hannon Street a distance of two hundred thirty-four and 04/100 (234.04) feet;

Thence N 39° 38' 48" W along Armory Street a distance of two hundred thirty and 32/100 (230.32) feet to the point of beginning.

Total Land Area, Area = 1.0242 Acres +/-.

Being a parcel described on a plan entitled "Plan of Land in the City of Springfield, Massachusetts, Hampden County, Prepared for Maurice A. Boyer, Prepared by Durkee, White, Towne and Chapdelaine Civil Engineers & Land Surveyors" dated July 7, 1997 and recorded in the Hampden County Registry of Deeds at Book of Plans 304, Page 57.

Parcel 2

The premises commonly known as 21 Agnew Street, Springfield, Hampden County, Massachusetts more specifically described below.

The land and improvements located in Springfield, Hampden County, Massachusetts more particularly bounded and described as follows:

Beginning at a point along Agnew Street which is two hundred twenty-five and 08/100 (225.08) feet from the Southwesterly corner of the intersection of Armory Street and Agnew Street:

Thence N 51° 55' 40" along Agnew Street a distance of fifty and 00/100 (50.00) feet;

Thence S 39° 39' 50" E along land now or formerly owned by James B. Punderson a distance of one hundred and fifteen and 00/100 (115.00) feet;

Thence S 47° 20' 50" W along now or formerly owned by Maurice A. Boyer a distance of fifty-four and 03/100 (54.03) feet;

Thence N 39° 39′ 50″ E along now or formerly owned by Maurice A. Boyer a distance of one hundred nineteen and 00/100 (119.00) feet to the point of beginning.

Being a parcel described (Maurice A. & Patricia A. Boyer) on a plan entitled "Plan of Land in the City of Springfield, Massachusetts, Hampden County, Prepared for Maurice A. Boyer, Prepared by Durkee, White, Towne & Chapdelaine Civil Engineers & Land Surveyors" dated July 7, 1997 and recorded in the Hampden County Registry of Deeds at Book of Plans 304, Page 57.

See deed to Mortgagor recorded in Book 18391, Page 189. See deed to Mortgagor recorded in Book 18391, Page 191.

TERMS OF SALE:

A deposit of TEN THOUSAND AND 00/100 (\$10,000.00) DOLLARS will be required to be paid in cash or by certified check by the purchaser at the time and place of sale as an initial deposit in escrow with O'Connell & Plumb, P.C., 75 Market Place, Springfield, Massachusetts 01103. The purchaser shall within 5 business days of the sale increase the deposit to a sum equal to 10% of the purchase price by delivering the amount necessary to O'Connell & Plumb, P.C. in cash or certified check. The balance is to be paid in cash, or by certified check, within thirty (30) days thereafter 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. Other terms, if any, to be announced at the sale.

The Seller reserves the right to sell to the second highest bidder in the event that the highest bidder defaults. However, this reservation of rights should not be construed

as requiring the Seller to sell to the second highest bidder in the event of such a default.

This sale may be postponed or adjourned by public proclamation from time to time, if necessary, at the scheduled time and place of sale. The description of the premises contained in said Mortgage shall control in the event of a typographical error in this publication.

PEOPLE'S UNITED BANK, N.A. The Present Holder of said Mortgage

Publication Dates: 4/21/17; 4/28/17; 5/5/17

 $H:\clients\People's\ United\ Bank\Baystate\ Metals\Foreclosure\Mortgagee's\ Notice\ of\ Sale.docx$

MEMORANDUM OF SALE

1. People's United Bank, N.A., formerly known as People's United Bank (the "Seller") hereby sells the real property in Springfield, Massachusetts, known and numbered as 127 and 137 Armory Street and 21 and 26 Agnew Street, Springfield, Massachusetts (the "Premises"), to the Purchaser, or to the Assignee designated by the Purchaser, on the thirtieth (30th) day following the date of this Agreement (or if on that day the Registry of Deeds is not open for business, then on the next day following said thirtieth day when the Registry of Deeds is open), or earlier if the parties so agree, by a good and sufficient Foreclosure Deed conveying a good, marketable title of record to the Premises as described
in the notice entitled "Mortgagee's Notice of Sale of Real Estate" (the "Notice of Sale"), a copy of which is attached hereto as Exhibit "A", subject to all restrictions, easements, prior mortgages, improvements, outstanding tax titles, municipal or other encumbrances of
record created prior to the Mortgage, condominium fees, rights of parties in possession, tenants, building codes, zoning ordinances, and G.L.c. 21E, and all other claims in the nature of liens having priority over the Mortgage, if any there be. The property shall also be transferred subject to the right of redemption of the United States of America, if any there
be.

	2. The pu	archase price of			DO	LLARS
(\$), plus a f	ive percent (5.0%) Pu	ırchaser's Pı	remium in	the Amount of	
\$, for	a total of \$	is to	be paid in	cash or by cer	tified bank
check	(s) to the orde	r of People's United E	Bank within	30 days of	the date of thi	is Agreement.

- 3. The delivery of a deposit of TEN THOUSAND and no/100 DOLLARS (\$10,000.00), plus so much paid within 5 business days hereof to make the deposit equal to 10.0% of the purchase price, which has been made to bind this purchase, shall be applied against the purchase price or otherwise accounted for, and shall be forfeited to the use of the Seller in the event that the Purchaser shall fail to comply with the terms of this Agreement, but such a forfeiture shall not relieve the Purchaser from the Purchaser's obligations hereunder. The Seller shall be entitled to any interest earned on the deposit and the amount to be paid to the Purchaser shall not be adjusted to reflect any such interest.
- 4. The Purchase Price shall be paid at the office of Jerry B. Plumb, Jr., O'Connell & Plumb, P.C., 75 Market Place, Springfield, Massachusetts 01103 at 10:00 a.m. on the date fixed for conveyance, or at such other place or hour as the parties hereto shall in writing agree, it being understood that Time is of the Essence of this Agreement.
- 5. If the Seller shall be unable to give title or make conveyance as above stipulated, or, if for any reason, including, without limiting the generality of the foregoing, the existence of a bankruptcy proceeding of any kind, whether voluntary or involuntary, or any order or requirement in connection therewith, or any requirement of a court of competent jurisdiction, impairs the authority of the Seller to give title or to make conveyance hereunder, said deposit shall be refunded and thereupon all obligations of the parties hereunder shall cease, and this Agreement shall be void and the Buyer shall have no recourse against the Seller, its employees, agents, attorneys and representatives, whether at law or in equity, provided, however:
 - (a) If, on the date fixed for conveyance, a period of thirty (30)

days shall not have expired after written notice from the Purchaser of a defect in title, the time for performance shall, if the Seller so elects in its absolute and sole discretion, be extended for a period of time not to exceed an additional sixty (60) days to enable the Seller to make reasonable efforts to cure such defect; and

- (b) If the Purchaser so elects, at either the original or extended time for performance, to pay said purchase price without deductions for defects in title, the Seller shall convey such title as the Seller has to the Premises.
- 6. Until the delivery of the deed, Seller shall continue to maintain insurance on the Premises against fire and other hazards. If the Premises shall have been damaged by fire or casualty insured against, the Seller shall, unless the Seller has previously restored the Premises to their former condition, pay over or assign to Purchaser, on delivery of the deed, all amounts recovered or recoverable on account of such insurance less any amounts reasonably expended by the Seller for partial restoration.
- 7. The Purchaser will be responsible for all closing costs, Massachusetts deed excise stamps, all recording fees, real estate taxes, condominium fees and all other charges.
- 8. If the Purchaser shall fail to fulfill the Purchaser's agreements herein all deposits made hereunder by the Purchaser shall be retained by the Seller and the Purchaser shall remain liable for the full amount of the Purchase Price, plus all of the Seller's damages, costs and expenses of the Seller due to the Purchaser's default, including attorneys' and auctioneers' fees. In the event that the Seller sells tot eh second highest bidder after such default, the Purchaser shall remain liable for the difference between the Purchase Price plus the above described damages and the second highest bid.
- 9. The property shall be conveyed in an "AS-IS" condition. The Purchaser acknowledges that the Purchaser has not been influenced to enter this transaction by, nor has the Purchaser relied upon, any warranties or representations of the Seller or the Auctioneer not set forth or incorporated herein, and that no such warranties and representations have been made. Moreover, the Seller specifically disclaims any applicable warranties, whether express or implied. It shall be the obligation of the Purchaser to obtain and pay for any required Smoke Detector Certificates. Further, the Purchaser assumes all legal responsibility and costs in the event that the property does not conform to the requirements of Title 5 of the State Environmental Code. The Seller makes no warranties or representations with respect to any septic system or its compliance with Title 5.
- 10. The acceptance of the foreclosure deed by Purchaser or its nominee shall be deemed to be a full performance and discharge of every Agreement and obligation of the Seller herein contained or expressed or arising out of said public auction.
- 11. This agreement shall be construed in accordance with the law of the Commonwealth of Massachusetts, is to take effect as a sealed instrument, sets forth the entire agreement between the parties, is binding upon the parties and inures to the benefit of the parties, their heirs, executors, successors and assignees, and may be modified or amended only by a written instrument executed by both the Seller and the Buyer.

PURCHASER:	SELLER:
	People's United Bank, N.A. By: Kevin M. Bowler Title: Vice President
Date: June 8, 2017	
	0 00/100 DOLLARS (\$10,000.00) as a deposit on account of the terms and conditions of sale hereinabove set forth.
	Licensed Auctioneer
Posnik & Associates (Auctioneer) amount of \$, for a Notice of Sale attached hereto. I hereby agree to comply w as well as any additional terms a bargain the sum of FIVE THOUS, pay the additional deposit amoun according to this Agreement, I wi comply with said terms and cond	I have on June 8, 2017 purchased at the auction of Aaron, a duly licensed auctioneer, for the sum of DOLLARS (\$), plus a Buyer's premium in the total of \$
	PURCHASER:
	Print Name: Address:

State Tax Form 290

Office of the Collector of Taxes (413) 787-6115

Certificate No.

704710

Issuance Date:

05/09/2017

13:44:20



Municipal Lien Certificate

City of Springfield Commonwealth of Massachusetts

Requested By

OCONNELL PLUMB AND MACKINNON PC 75 MARKET PLACE SPRINGFIELD, MA 01103-1640

I hereby 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 05/09/2017 are listed below

PAYMENTS MADE ON ISSUANCE DATE MAY NOT BE REFLECTED HERE

3363.93

DESCRIPTION OF PROPERTY

Parcel ID: Owner:

Location: 21 AGNEW ST 001350005

SPRINGFIELD BMS REALTY LLC 137 ARMORY ST SPRINGFIELD MA 01105

Deed Date: 07/30/2010

Book/Page: 18391/191

3311.88

Land Area: 5,848 SF

Land Value: 19,900 Build Value: 66,200

Impr Value: Land Use:

Exemptions:

Taxable Value:

86,100

REAL ESTATE BILLS

YEAR 2017 CHARGES

COMMERCIAL REAL ESTATE TAX

YEAR 2016 CHARGES

COMMERCIAL REAL ESTATE TAX

YEAR 2015 CHARGES

COMMERCIAL REAL ESTATE TAX

3338.10

				Later	***************************************			
TOTAL B	BILLED	3,363.93	TOTAL BI	LLED	3,311.88	TOTAL BIL	LED	3,338.10
Issue Date	Billed	Balance	Issue Date	Billed	Balance	Issue Date	Billed	Balance
1 07/01/2016 2 10/01/2016 3 01/01/2017 4 04/01/2017	827.97 827.97 854.00 853.99	0.00 0.00 0.00 853.99	1 07/01/2015 2 10/01/2015 3 01/01/2016 4 04/01/2016	834.53 834.52 821.42 821.41	0.00 0.00 0.00 0.00	1 07/01/2014 2 10/01/2014 3 01/01/2015 4 04/01/2015	872.55 872.54 796.51 796.50	0.00 0.00 0.00 0.00
Charges/Fees Abatements/Exemp Payments/Credits Interest to 05/09/2		0.00 0.00 2509.94 2.62	Charges/Fees Abatements/Exemp Payments/Credits Interest to 05/09/2		0.00 0.00 3311.88 0.00	Charges/Fees Abatements/Exemp Payments/Credits Interest to 05/09/20		0.00 0.00 3338.10 0.00
BALANCE DUE		856.61	BALANCE DUE		0.00	BALANCE DUE	***************************************	0.00

^{*}Please note: The quarterly amounts billed may reflect Charges/Fees and Abatements/Exemptions.

NOTE: Outstanding balance for Trash Bills, Code Violations, and/or Prior Year RE Bills in the amount of \$0.00

Stephen Lonergan Treasurer Collector For the City of Springfield

^{*}Please contact the Water/Sewer Commission at 787-6060 for current water and sewer charges.

State Tax Form 290

Office of the Collector of Taxes (413) 787-6115

Certificate No.

704711

Issuance Date:

05/09/2017

13:44:47



Municipal Lien Certificate

City of Springfield Commonwealth of Massachusetts

Requested By

OCONNELL PLUMB AND MACKINNON PC 75 MARKET PLACE SPRINGFIELD, MA 01103-1640

I hereby 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 05/09/2017 are listed below

PAYMENTS MADE ON ISSUANCE DATE MAY NOT BE REFLECTED HERE

DESCRIPTION OF PROPERTY

Location: 125 ARMORY ST Parcel ID:

Owner:

006450274

SPRINGFIELD BMS REALTY LLC 137 ARMORY ST SPRINGFIELD MA 01105

Deed Date: 07/30/2010

Book/Page: 18391/189

Land Area: 11,276 SF

Land Value: 24,300 Build Value: 96,200

Impr Value:

Land Use:

Exemptions: Taxable Value:

120,500

REAL ESTATE BILLS

YEAR 2017 CHARGES

COMMERCIAL REAL ESTATE TAX 4707.94 YEAR 2016 CHARGES

COMMERCIAL REAL ESTATE TAX

YEAR 2015 CHARGES

4493.04

COMMERCIAL REAL ESTATE TAX

4512.83

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TOTAL E	BILLED	4,707.94	TOTAL B	ILLED	4,493.04	TOTAL BI	LLED	4,512.83
Issue Date	Billed	Balance	Issue Date	Billed	Balance	Issue Date	Billed	Balance
1 07/01/2016 2 10/01/2016 3 01/01/2017 4 04/01/2017	1123.26 1123.26 1230.71 1230.71	0.00 0.00 0.00 1230.71	1 07/01/2015 2 10/01/2015 3 01/01/2016 4 04/01/2016	1128.21 1128.21 1118.31 1118.31	0.00 0.00 0.00 0.00	1 07/01/2014 2 10/01/2014 3 01/01/2015 4 04/01/2015	1258.07 1258.06 998.35 998.35	0.00 0.00 0.00 0.00
Charges/Fees Abatements/Exemp Payments/Credits Interest to 05/09/2		0.00 0.00 3477,23 3.78	Charges/Fees Abatements/Exemp Payments/Credits Interest to 05/09/2		0.00 0.00 4493.04 0.00	Charges/Fees Abatements/Exemp Payments/Credits Interest to 05/09/2		0.00 0.00 4512.83 0.00
BALANCE DUE		1234.49	BALANCE DUE		0.00	BALANCE DUE		0.00

^{*}Please note: The quarterly amounts billed may reflect Charges/Fees and Abatements/Exemptions.

NOTE: Outstanding balance for Trash Bills, Code Violations, and/or Prior Year RE Bills in the amount of \$0.00

Stephen Lonergan Treasurer Collector For the City of Springfield

^{*}Please contact the Water/Sewer Commission at 787-6060 for current water and sewer charges.

State Tax Form 290

Office of the Collector of Taxes (413) 787-6115

Certificate No.

704712

Issuance Date:

05/09/2017

13:45:14



Municipal Lien Certificate City of Springfield Commonwealth of Massachusetts

Requested By

OCONNELL PLUMB AND MACKINNON PC 75 MARKET PLACE SPRINGFIELD, MA 01103-1640

I hereby 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 05/09/2017 are listed below

PAYMENTS MADE ON ISSUANCE DATE MAY NOT BE REFLECTED HERE

DESCRIPTION OF PROPERTY

Location: 137 ARMORY ST Parcel ID:

006450272

Owner:

SPRINGFIELD BMS REALTY LLC 137 ARMORY ST SPRINGFIELD MA 01105

Deed Date: 07/30/2010

Book/Page: 18391/189 Land Area: 33,350 SF

8480.42

Land Value: 29,600

Build Value: 194,300

Impr Value:

Land Use: Exemptions:

Taxable Value:

223,900

REAL ESTATE BILLS

YEAR 2017 CHARGES

COMMERCIAL REAL ESTATE TAX

8747.77

YEAR 2016 CHARGES

COMMERCIAL REAL ESTATE TAX

YEAR 2015 CHARGES

COMMERCIAL REAL ESTATE TAX

8517.77

	Partie constructive (supplements)	NAME OF TAXABLE PARTY OF THE PA		P-MP Perfective de construir de			to the same of the	
TOTAL	BILLED	8,747.77	TOTAL B	ILLED	8,480.42	TOTAL BI	LLED	8,517.77
Issue Date	Billed	Balance	Issue Date	Billed	Balance	Issue Date	Billed	Balance
1 07/01/2016 2 10/01/2016 3 01/01/2017 4 04/01/2017	2120.11 2120.10 2253.78 2253.78	0.00 0.00 0.00 2253.78	1 07/01/2015 2 10/01/2015 3 01/01/2016 4 04/01/2016	2129.45 2129.44 2110.77 2110.76	0.00 0.00 0.00 0.00	1 07/01/2014 2 10/01/2014 3 01/01/2015 4 04/01/2015	2082.79 2082.78 2176.10 2176.10	0.00 0.00 0.00 0.00
Charges/Fees Abatements/Exem Payments/Credits Interest to 05/09/2	•	0.00 0.00 6493.99 6.92	Charges/Fees Abatements/Exemp Payments/Credits Interest to 05/09/2		0.00 0.00 8480.42 0.00	Charges/Fees Abatements/Exemp Payments/Credits Interest to 05/09/2		0.00 0.00 8517.77 0.00
BALANCE DUE		2260.70	BALANCE DUE		0.00	BALANCE DUE		0.00

^{*}Please note: The quarterly amounts billed may reflect Charges/Fees and Abatements/Exemptions.

NOTE: Outstanding balance for Trash Bills, Code Violations, and/or Prior Year RE Bills in the amount of \$50.00

Stephen Lonergan Treasurer Collector For the City of Springfield

^{*}Please contact the Water/Sewer Commission at 787-6060 for current water and sewer charges.

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