

**TOWN OF AGAWAM
PUBLIC AUCTION
2 HOUSES ON A 10,890± SF LOT
★★ SOLD TOGETHER ★★
3 SPRING ST. – 760± SF HOME
7 SPRING ST. – 1,623± SF HOME**



TUESDAY, NOV. 17 @ 3:00 PM

Auction held at Town Hall, 36 Main St., Agawam - outside

**TERMS: \$5,000 Deposit by bank check payable to
TOWN OF AGAWAM. 8% Buyer's Premium & closing to take place
in 30 days. Sold "AS IS". See web for Auction Info Package.**

Sullivan-Auctioneers.com • 617-350-7700

Wear a mask and social distance when attending our auctions.

Dear Prospective Bidder :

Sullivan & Sullivan Auctioneers, LLC and the Town of Agawam, MA want to thank you for your interest in our upcoming Public Auction of real estate on Tuesday, November 17, 2020 at 3:00 pm. The property will be sold at auction at the Agawam Town Hall, outside in the back parking lot, located at 36 Main Street, Agawam, MA.

The town is selling 1 lot with the 2 homes on the subject lot. The houses are being sold together only. property are known as #3 & #7 Spring Street, Agawam. The property are being sold by Public Auction to the highest bidder subject to confirmation by the Town.

The high bidder is NOT responsible for back taxes owed to the Town of Agawam!

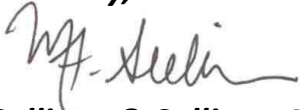
This Property Information Package contains essential auction highlights and information to help assist you in your evaluation of the property. Please remember, you are buying the property "as is" and with no warranty or representation. The information we are supplying to you is for informational purposes only.

At the auction, we will be following COVID-19 safety protocols. Please review the **COVID-19 Auction Safety Protocols** on Page 5 of this package.

For further information please visit us at www.Sullivan-Auctioneers.com or contact us at 617-350-7700.

Good luck at the auction!

Sincerely,



Sullivan & Sullivan Auction Team

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Disclaimer

DISCLAIMER:

All information contained within this package was derived from sources believed to be reliable & true. Information contained on the website, this information package, or auction flyers does not constitute a representation, warranty or guarantee of any kind by the Auctioneer and/or the Seller and/or their Attorneys, Agents or Employees of the exactness, accuracy or completeness of any information herein. The Auctioneer and/or the Seller and/or their Attorneys, Agents or Employees expressly disclaim any responsibility or accountability thereof. The Auctioneer and/or the Seller and/or their Attorneys, Agents or Employees shall have no liability whatsoever for any loss, cost or damage arising there from. Prospective buyers should rely solely on their own due diligence, inspection, consciousness and judgment. Announcements made on the auction block shall take precedence and supersede any previously printed material or any other oral statements made by any of the previously mentioned parties herein. Prospective bidders are encouraged to evaluate and perform their own due diligence. Bidders must rely on their own research and judgment.

Important Safety Protocols

Please Read and Adhere to The Following Public Auction COVID-19 Safety Protocols



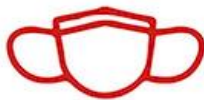
ALL AUCTIONS TO BE HELD OUTDOORS

All foreclosure auctions will be held outdoors on or about the property address.



DO NOT ATTEND IF SYMPTOMATIC

If you are sick or have recently experienced any symptoms of illness, please do not attend - send someone in your place.



BRING AND WEAR A MASK

All bidders and attendees should arrive on site with their own mask and plan to wear it throughout the event.



MAINTAIN SOCIAL DISTANCE OF 6 FEET

Adhere to social distancing standards of 6 feet from auctioneer and attendees (unless asked to approach by the auctioneer).



BIDDERS BRING THEIR OWN PEN AND GLOVES

All potential bidders must bring their own blue pen and a pair of gloves for signing paperwork, in the event you are a winning bidder.



DISPERSE IMMEDIATELY AT AUCTION'S END

All attendees except the winning bidder and auction staff are asked to disperse immediately after bidding ends.



MOST IMPORTANTLY: PLEASE BE PATIENT

We ask all attendees to be patient and courteous as we continue to adapt to the evolving needs of COVID Safety Compliance.

THE ABOVE PROTOCOLS ARE IN COMPLIANCE WITH APPLICABLE EXECUTIVE ORDERS

WHAT TO EXPECT ON AUCTION DAY...

Town Owned Auction Conducted Outside at Town Hall - 36 Main Street - Agawam, MA 2 Properties – Sold Together – 3 & 7 Spring Street Tuesday – November 17, 2020 at 3:00 PM

1. Auction will be held outside at the Agawam Town Hall, located at 36 Main Street, beginning at 3:00 PM.
2. **YOU WILL BE REQUIRED TO WEAR A MASK AT ALL TIMES.**
3. Registration will begin at 2:00 pm. Please bring your photo ID & your bank check to register.
 - a. Once you have registered, you will be handed a bidder package. The package will contain the following items: (1) bidder card; (2) sample of the Memorandum of Sale to be signed by winning bidders; and (3) Tax Foreclosure Auction Terms & Conditions.
 - b. The auction area will be set up to accommodate social-distancing guidelines.
4. The Memorandum of Sale and Tax Foreclosure Auction Terms & Conditions may not be read in the entirety at the auction, so please be sure to familiarize yourself with these items prior to bidding at the auction.
5. Please be patient and follow instructions to minimize any delays.
6. ***REQUIRED DEPOSIT: \$5,000 in the form of a bank check payable to “Town of Agawam or BIDDER NAME”. Personal or business checks will not be accepted.***

What To Bring:

- **BANK CHECK** for **\$5,000** payable to **“Town of Agawam, MA or BIDDER NAME”**.
- Property Information Package
- Mask
- Pen
- Umbrella if you feel it is going to rain.
- Please dress warm, as the auction will be conducted outside.

Paperwork will be completed immediately following the auction. Once the high bid is confirmed and accepted, the high bidder will tender their deposit and will be called upon immediately following the auction to complete their paperwork with Town Officials and their Attorney.

Valuable Info & Terms of Sale

AUCTION DATE: Tuesday, November 17, 2020 beginning at 3:00 PM

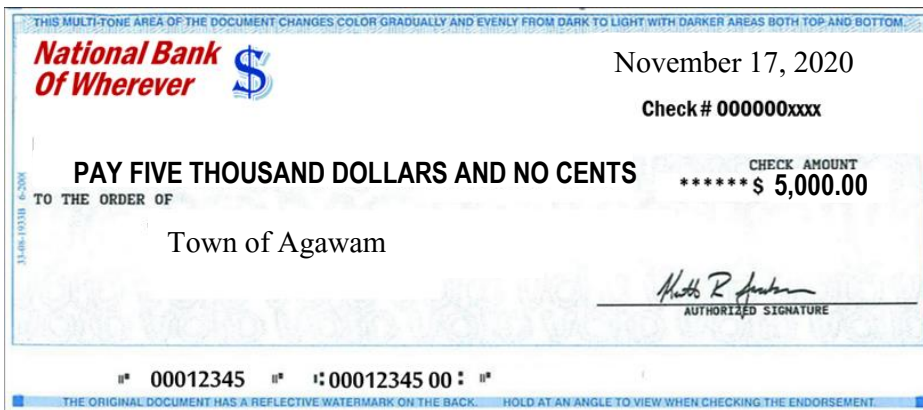
AUCTION LOCATION: *Agawam Town Hall – Back Parking Lot
36 Main Street - Agawam, Massachusetts*

SELLER: The property are owned by the Town of Agawam, MA

TYPE OF SALE: **Tax Possession Auction Per Order of the Town of Agawam**
All property is being sold and delivered to the BUYER in an “AS IS” condition without any representations or warranty whatsoever.

DEPOSIT: In order to qualify as a bidder and bid on the property, one must be present with a bank check in the amount of **\$5,000**. Your deposit must be in the form of a bank check made payable to the “TOWN OF AGAWAM”. NO PERSONAL or BUSINESS CHECKS WILL BE ACCEPTED. The remainder of the purchase price must be paid by December 17, 2020 by bank check, money order or attorney IOLTA check. There will also be an 8% Buyer's Premium added to the winning bid price.

Sample check below: PLEASE MAKE CHECKS PAYABLE TO “TOWN OF AGAWAM”



REGISTERING TO BID:

Registration will be on-site at Agawam Town Hall beginning at 2pm. *Specific details regarding auction registration and the conduct of the auction will be finalized one week prior to the auction, so please check back or use the “REQUEST AUCTION INFO” option on our web page. Any updates regarding the auction and registration will be provided by email to anyone that has signed up to receive updates about this auction.*

Valuable Info & Terms of Sale

WINNING BIDDERS:

property will be sold subject to confirmation by the Town's Tax Title Custodian. Bid will be confirmed immediately at the auction. Once the property is declared "Sold" the winning bidder will be required to tender their deposit to the Auctioneer; sign the Purchase & Sale Agreement (Memorandum of Sale); and go to Town Offices at a designated date & time for the closing(s). According to the Purchase & Sale Agreement, the **winning bidder will be required to close on the subject property by December 17, 2020**. property will be sold "as is". We make no representations, warranties, or guarantees as to the accuracy of the information provided and urge all bidders to rely entirely on their own inspection and investigation of the premises. Other terms, to be announced at the sale.

AUCTIONEER'S NOTE:

Announcements made on the auction block will take precedence over any previously written or published content. As noted above, winning bids are subject to confirmation; confirmation will be immediate. Auctioneer reserves the right to accept or reject any or all bids. Bidding increments shall be at the discretion of the Auctioneer. Any and all decisions of the Auctioneer regarding the order and conduct of the auction shall be final and absolute without liability to any party. Seller reserves the right to cancel or withdraw a property at any time.

BUYER'S PREMIUM:

There will be a Buyer's Premium (BP) of 8% added to the winning high bid of each property. The high bid amount plus a 8% Buyer's Premium shall constitute the Total Sale Price. The Total Sale Price is the total due from the buyer and is the amount that will be represented on the Purchase & Sale Agreement.

AGAWAM, MA

- **DETAILED PROPERTY INFORMATION**
 - **10,890± sf lot**
 - **2 houses on lot:**
 - **House #1** (currently occupied):
760± sf living space, 4 rooms, 2 bedrooms, 1 bath
 - **House #2:**
1,623± sf living space, 6 rooms, 3 bedrooms, 1 bath



PROPERTY LOCATION

No. 7
Dir: SPRING ST, AGAWAM

OWNERSHIP
Owner 1: TOWN OF AGAWAM
Owner 2:
Owner 3:
Street 1: 36 MAIN ST
Street 2:

Town/City: AGAWAM
S/Prov: MA
Postal: 01001-1825

PREVIOUS OWNER
Owner 1: NASCEMBENI - MARY
Owner 2:
Street 1: 7 SPRING ST
Town/City: AGAWAM
S/Prov: MA
Postal: 01001-1222

VARRATIVE DESCRIPTION

This Parcel contains .25 ACRES of land mainly classified as ONE FAM with a(n) OLD STYLE Building Built about 1885, with 1 Unit, 1 Baths, 0 HalfBaths, 0 3/4 Baths, 6 Rooms, and 3 3/4rms.

OTHER ASSESSMENTS

Code	Descrpt/No	Amount	Com. Int

PROPERTY FACTORS

Item Code	Descrpt	%	Item Code	Descrpt
Z	BA	100	U	1

LAND SECTION (First 7 lines only)

Use Code	LUC	No of Units	Depth/ Price/Units	Unit Type	Land Type	LT Factor	Base Value	Adj	Neigh Infl	Neigh Mod	Infl 1 %	Infl 2 %	Infl 3 %	Appraised Value	Alt %	Spec Land	J Code	Fact Use Value	Notes	
101	ONE FAM	10890		SQ.FT	SITE		0	1.87	3,550.4					72,293					72,300	

IN PROCESS APPRAISAL SUMMARY

Use Code	Building Value	Yard Items	Land Size	Land Value	Total Value
101	108,200	13,300	0.250	72,300	193,800

PREVIOUS ASSESSMENT

Tax Yr	Use	Cat	Bldg Value	Yrd Items	Land Size	Land Value	Total Value	Assess'd Value	Notes
2020	101	FV	103,500	12800	.25	71,500	187,800	187,800	Year End Roll
2019	101	FV	99,000	12800	.25	70,000	181,800	181,800	Year End Roll
2018	101	FV	91,100	11800	.25	70,000	172,900	172,900	VER
2017	101	FV	85,600	11100	.25	70,000	166,700	166,700	Year End Roll
2016	101	FV	85,600	11100	.25	70,000	166,700	166,700	YEAR END
2015	101	FV	82,000	10900	.25	70,000	162,900	162,900	Year End Roll
2014	101	FV	80,700	10900	.25	70,000	161,600	161,600	Year End Roll
2013	101	FV	80,700	10900	.25	70,000	161,600	161,600	Year End Roll

SALES INFORMATION

Grantor	Legal Ref	Type	Date	Sale Code	Sale Price	V	Tst	Verif	Assoc PCL Value	Notes
NASCEMBENI, MARY	22893-280		10/9/2019	INVOLVED GOV	0	No	No			JUDGEMENT IN TAX LIEN CASE
NASCEMBENI MARY	4854-173		10/26/1979			No	No			

BUILDING PERMITS

Date	Number	Descrpt	Amount	C/O	Last Visit	Fed Code	F. Descrpt	Comment

ACTIVITY INFORMATION

Date	Result	By	Name
5/6/2014	CYCL/MEASURE	311	JAMES KING
12/10/2007	MEAS&INSPECTD	311	JAMES KING
7/24/1996	MEAS&INSPECTD	211	CHET NICORA
10/15/1987	MEAS&INSPECTD	113	BRIAN KENT

USER DEFINED

Prior Id # 1	Prior Id # 2	Prior Id # 3	Prior Id # 1	Prior Id # 2	Prior Id # 3	Prior Id # 1	Prior Id # 2	Prior Id # 3
15790			0030			09:45:40		

PAT ACCT.

ASR Map	Fact Dist	Reval Dist	Year	Land Reason	Bld Reason
5822					

APPROPRIATE USES

Use Code	Depth/ Price/Units	Unit Type	Land Type	LT Factor	Base Value	Adj	Neigh Infl	Neigh Mod	Infl 1 %	Infl 2 %	Infl 3 %	Appraised Value	Alt %	Spec Land	J Code	Fact Use Value	Notes	
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PROPERTY FACTORS

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EXTERIOR INFORMATION

Type:	15 - OLD STYLE
Sty Ht:	2A - 2 w/Attic
(Liv) Units:	1 Total: 2
Foundation:	3 - MASONRY
Frame:	1 - WOOD
Prime Wall:	4 - VINYL
Sec Wall:	%
Roof Struct:	1 - GABLE
Roof Cover:	1 - ASPHALT
Color:	RED
View / Desir:	

BATH FEATURES

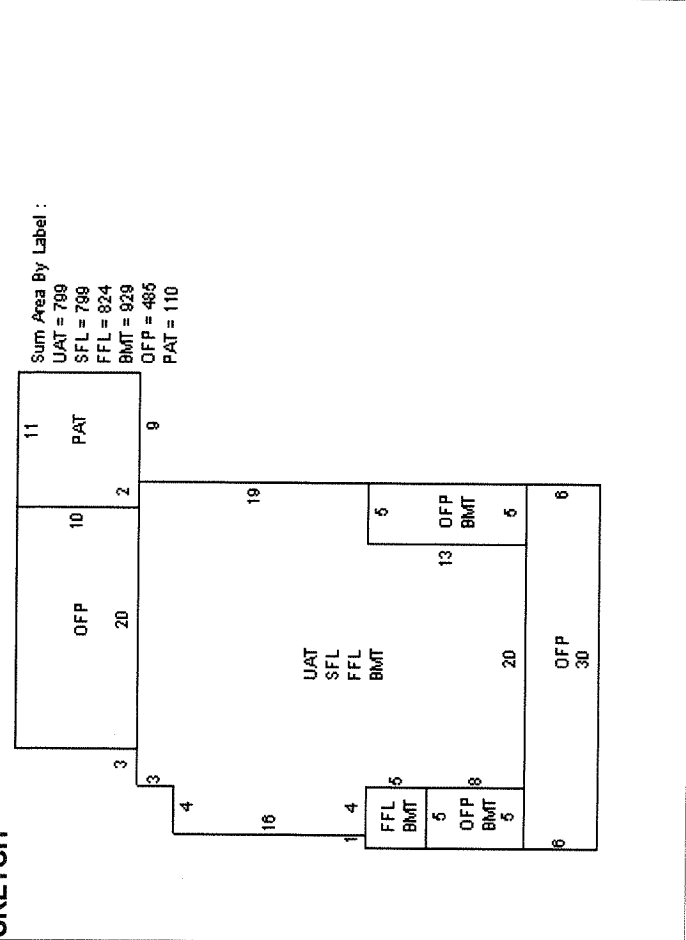
Full Bath:	1	Rating:	AVERAGE
A Bath:		Rating:	
3/4 Bath:		Rating:	
A.3QBth:		Rating:	
1/2 Bath:		Rating:	
A HBth:		Rating:	
Other Fix:		Rating:	

COMMENTS

RESIDENTIAL GRID

Level	FY	LR	DR	D	K	FR	RR	BR	FB	HB	L	O
Other												
Upper												
Lvl 2												
Lvl 1												
Lower												
Totals	RMS: 6	BRS: 3	Baths: 1	HB								

SKETCH



Sum Area By Label:
 UAT = 799
 SFL = 799
 FFL = 824
 BMT = 929
 OFFP = 486
 PAT = 110

OTHER FEATURES

Kits:	1	Rating:	GOOD
A Kits:		Rating:	
Fpri:		Rating:	
WSFlue:	1	Rating:	AVERAGE

CONDO INFORMATION

Location:	
Total Units:	
Floor:	
% Own:	
Name:	

REMODELING

Exterior:	
Interior:	
Additions:	
Kitchen:	
Baths:	
Plumbing:	
Electric:	
Heating:	
General:	

RES BREAKDOWN

No Unit	RMS	BRS	FL
1	6	3	M
Totals			
1	6	3	

DEPRECIATION

Phys Cond:	AV - Average	40.0%
Functional:		
Economic:		
Special:		
Override:		
Total:		40.5%

INTERIOR INFORMATION

Avg Ht/L:	STD
Prim Int Wall:	2 - PLASTER
Sec Int Wall:	%
Partition:	T - TYPICAL
Prim Floors:	3 - HARDWOOD
Sec Floors:	%

EXTERIOR INFORMATION

Bsmnt Fir:	12 - CONCRETE
Bsmnt Gar:	
Electric:	3 - TYPICAL
Insulation:	2 - TYPICAL
Int vs Ext:	S
Heat Fuel:	1 - OIL
Heat Type:	5 - STEAM
# Heat Sys:	1
% Heated:	100
Solar HW:	NO
Central Vac:	NO
% Corn Wall:	% Sprinkled

GENERAL INFORMATION

Grade:	C - AVERAGE
Year Blt:	1885
Eff Yr Blt:	
Alt %:	
Fact:	
Jurisdct:	
Const Mod:	
Lump Sum Adj:	

EXTERIOR INFORMATION

Size/Dim	Qual	Year	Unit Price	DIS	Dep	LUC	Fact	NB	Fa	Appr Value	Juris Value
119X20	A	FR	1920	34.45	T	43.8	101			7,400	7,400
113X19	A	FR	1950	39.27	T	43.8	101			5,500	5,500
16X16	A	AV	1970	10.10	T	60	101			400	400

EXTERIOR INFORMATION

Basic \$ / SQ:	75.00
Size Adj:	1.04362297
Const Adj:	1.00484943
Adj \$ / SQ:	78.651
Other Features:	27000
Grade Factor:	0.96
Neighborhood Inf:	1.00000000
LUC Factor:	1.00
Adj Total:	181769
Depreciation:	73616
Depreciated Total:	108152

EXTERIOR INFORMATION

Rate	Parcel ID	Typ	Date	Sale Price

EXTERIOR INFORMATION

WVA\$/SQ:	AVRate:	Incl Val	148400.0000
Juris Factor:	Val/Su Fin:	66.67	
Special Features:	Val/Su Net:	31.95	
Final Total:	108200	Val/Su SzAd:	66.67

EXTERIOR INFORMATION

Net Sketched Area:	3,387	Total:	162,341
Size Ad	1623	Gross Area	3946
		FinArea	1623

EXTERIOR INFORMATION

Code	Description	Area - SQ	Rate - AV	Undepr Value
BMT	BASEMENT	929	15.730	14,613
FFL	FIRST FLOOR	824	78.650	64,809
SFL	SECOND FLOOR	799	78.650	62,842
OFF	OPEN PORCH	485	18.220	8,836
UAT	UNF ATC	240	39.330	9,426
PAT	PATIO	110	16.500	1,815

EXTERIOR INFORMATION

Sub	%	Descr	%	Qu	Ten
Area	Usbl	Type			

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SFL	SECOND FLOOR	799	78.650	62,842
OFF	OPEN PORCH	485	18.220	8,836
UAT	UNF ATC	240	39.330	9,426
PAT	PATIO	110	16.500	1,815

EXTERIOR INFORMATION

Code	Description	Area - SQ	Rate - AV	Undepr Value
BMT	BASEMENT	929	15.730	14,613
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EXTERIOR INFORMATION

EXTERIOR INFORMATION Type: 15 - OLD STYLE Sty Ht: 1T - 1 3/4 (Liv) Units: 1 Total: 2 Foundation: 3 - MASONRY Frame: 1 - WOOD Prime Wall: 4 - VINYL Sec Wall: % Roof Struct: 1 - GABLE Roof Cover: 1 - ASPHALT Color: GREEN View / Desir: %

Full Bath: 1	Rating: AVERAGE
A Bath:	Rating:
3/4 Bath:	Rating:
A 3QBth:	Rating:
1/2 Bath:	Rating:
A HBth:	Rating:
OtherFix:	Rating:

OTHER FEATURES Kits: 1 Rating: AVERAGE A.Kits: Rating: Fpl: Rating: WSFlue: 1 Rating: AVERAGE

Location:	
Total Units:	
Floor:	
% Own:	
Name:	

GENERAL INFORMATION Grade: C - AVERAGE Year Bt: 1885 Efr Yr Bt: Alt %: Fact: Const Mod: Lump Sum Adj:

Avg Ht/FL: STD	
Prim Int Wall: 2 - PLASTER	
Sec Int Wall: 8 - PLYWD PA	50%
Partition: T - TYPICAL	
Prim Floors: 2 - SOFTWOOD	
Sec Floors: 5 - LINOVINYL	50%

INTERIOR INFORMATION Phys Cond: FR - Fair Functional: % Economic: % Special: % Override: % Total: 60.8%

Bsmnt Fir:	
Bsmnt Gar:	
Electric: 3 - TYPICAL	
Insulation: 2 - TYPICAL	
Int vs Ext: S	
Heat Fuel: 2 - GAS	
Heat Type: 3 - FORCED H/W	
# Heat Sys: 1	
% Heated: 100	% AC:
Solar HW: NO	Central Vac: NO
% Corn Wall	% Sprinkled

DEPRECIATION Calc Summary: Basic \$ / SQ: 75.00 Size Adj.: 1.54696965 Const Adj.: 0.90647882 Adj \$ / SQ: 105.172 Other Features: 24600 Grade Factor: 0.96 Neighborhood Inf: 1.00000000 LUC Factor: 1.00 Adj Total: 114282 Depreciation: 69483 Depreciated Total: 44799

Rate	Parcel ID	Typ	Date	Sale Price
COMPARABLE SALES				
Rate	Parcel ID	Typ	Date	Sale Price
RES BREAKDOWN				
Exterior:	No Unit	RMS	BRS	FL
Interior:	1	4	2	M
Additions:				
Kitchen:				
Baths:				
Plumbing:				
Electric:				
Heating:				
General:				
Totals				
1	4	2		

REMODELING Exterior: Interior: Additions: Kitchen: Baths: Plumbing: Electric: Heating: General: Totals

WAV\$/SQ:	AvRate:	Ind.Val
Juris. Factor:	Val/Su Fin:	58.95
Special Features: 0	Val/Su Net:	31.50
Final Total:	44800	Val/Su SzAd: 58.92

PARCEL ID 117 12 2

Code	Description	A	Y/S	Qty	Size/Dim	Qual	Con	Year	Unit Price	DIS	Dep	LUC	Fact	NB Fa	Appr Value	JCod	JFact	Juris. Value
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A HBth:	Rating:
OtherFix:	Rating:

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Location:	
Total Units:	
Floor:	
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Name:	

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Plumbing:				
Electric:				
Heating:				
General:				
Totals				
1	4	2		

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------	-------------	---	-----	-----	----------	------	-----	------	------------	-----	-----	-----	------	-------	------------	------	-------	--------------

COMMENTS

RESIDENTIAL GRID
1st Res Grid Desc: Line 1 # Units 1
Level FY LR DR D K FR RR BR FB HB L O
Other
Upper
Lvl 2
Lvl 1
Lower
Totals RMS: 4 BRS: 2 Baths: 1 HB

REMODELING Exterior: Interior: Additions: Kitchen: Baths: Plumbing: Electric: Heating: General: Totals

WAV\$/SQ:	AvRate:	Ind.Val
Juris. Factor:	Val/Su Fin:	58.95
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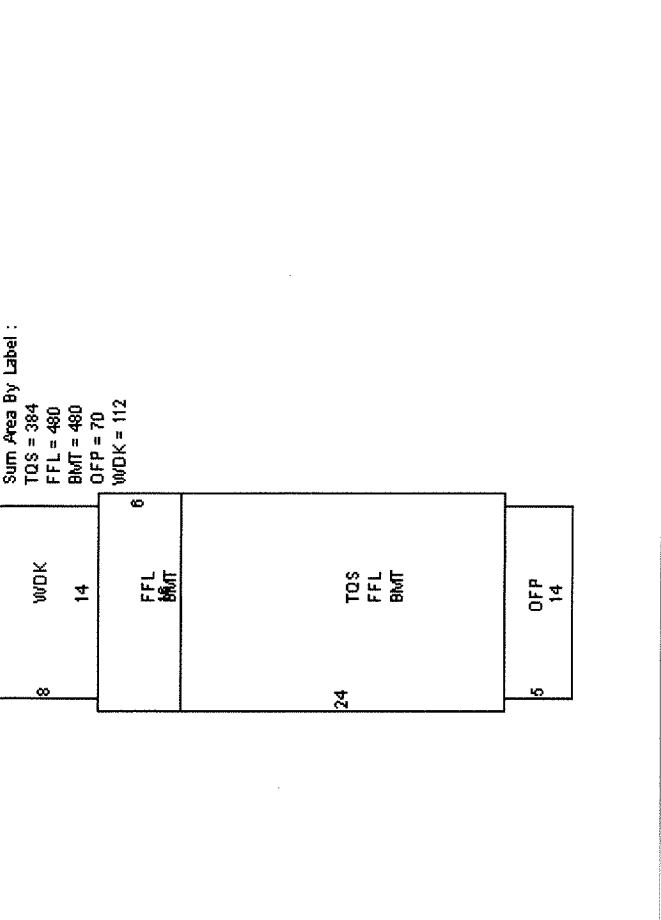
REMODELING Exterior: Interior: Additions: Kitchen: Baths: Plumbing: Electric: Heating: General: Totals

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------	-------------	---	-----	-----	----------	------	-----	------	------------	-----	-----	-----	------	-------	------------	------	-------	--------------

SKETCH



Sum Area By Label:
TQS = 384
FFL = 480
BMT = 460
OFF = 70
WDK = 112

SUB AREA DETAIL

Code	Description	Area - SQ	Rate - AV	Undepr. Value	Sub Area	% Usbl	Descr	% Type	# Qu Ten
BMT	BASEMENT	480	21.030	10,097					
FFL	FIRST FLOOR	480	105.170	50,483					
TQS	3/4 STORY	280	105.170	29,482					
WDK	WOOD DECK	112	20.250	2,268					
OFF	OPEN PORCH	70	30.210	2,115					
Net Sketched Area:		1,422		94,445					
Size Ad	760.32001	Gross Area	1526	FinArea	760				

IMAGE

AssessPro Patriot Properties, Inc

AGAWAM, MA

- CUSTODIAN'S NOTICES OF SALE
- AUCTION TERMS & CONDITIONS

**COMMONWEALTH OF MASSACHUSETTS
TOWN OF AGAWAM
OFFICE OF THE TREASURER
NOTICE OF MUNICIPAL AUCTION**

Notice is hereby given that on Tuesday November 17, 2020 at 3:00 PM at the Agawam Town Hall – back parking lot, 36 Main Street, Agawam, Massachusetts, **I SHALL OFFER FOR SALE AT PUBLIC AUCTION**, said parcel having been taken by the Town of Agawam for non-payment of the taxes due thereon, pursuant to the provisions of Massachusetts General Laws Chapter 60 § 77B, a certain parcel of land acquired by the Town of Agawam by foreclosure of the tax title thereon as follows:

- 1. PROPERTY ADDRESS: 3 AND 7 SPRING STREET (\$5,000.00 DEPOSIT)**
PROPERTY: LAND AND ANY BUILDINGS THEREON
CONTAINING: 10,890 SF (more or less)
LOCATION: 3 SPRING STREET AND 7 SPRING STREET
ASSESSORS: I17-12-002
REGISTRY: HAMPDEN COUNTY REGISTRY OF DEEDS BOOK 4854,
PAGE 173

The Tax Taking is recorded at the Hampden County Registry of Deeds in Book 20535, Page 154. The Judgment in Tax Lien Case (Docket No. 17 TL 000124) is recorded at said Registry in Book 22893, Page 280.

The attached Terms and Conditions apply to the sale of this parcel.



Laurel A. Placzek, Treasurer/Custodian
Town of Agawam

**TOWN OF AGAWAM
TAX POSSESSION AUCTION
TERMS AND CONDITIONS**

1. The TOWN OF AGAWAM, its Custodian, employees, representatives, auctioneer and/or agents make NO REPRESENTATIONS AS TO THE INSURABILITY OR MARKETABILITY OF THE TITLE OTHER THAN THE TITLE VESTS IN THE TOWN OF AGAWAM BY LAND COURT DECREE OF FORECLOSURE.
2. This parcel is sold "AS IS." The TOWN OF AGAWAM, its Custodian, employees, representatives, auctioneer and/or agents make NO REPRESENTATIONS AS TO WHETHER OR NOT THIS PARCEL IS SUITABLE FOR YOUR INTENDED USE AND MAKE NO REPRESENTATIONS AS TO THE CONDITION AND/OR HABITABILITY OF ANY STRUCTURE AND/OR BUILDING THAT CURRENTLY EXISTS ON THE PREMISES. Prospective purchasers are responsible for investigating the suitability of the parcel for its intended use prior to the auction.
3. This parcel is sold subject to any existing environmental or hazardous waste conditions, if any, including but not limited to lead paint, asbestos, underground oil tanks and/or mold, whether in or at the property, which may or may not be in compliance with any applicable laws, policies or regulations.
4. This parcel is sold subject to any applicable septic/disposal system inspection/upgrade requirements as set forth in the Department of Environmental Protection's Title 5 310 CMR, Section 15.301(f).
5. Any error, misstatement or omission in the description of the property will not annul the sale, or be grounds for any abatement or compensation.
6. The following person(s) will not qualify to be the successful bidder: (1) the prior owner of the property and/or his or her agent or straw; (2) any person or entity that was party to the foreclosure action pertaining to the property; and (3) any person currently delinquent in paying his/her own property taxes and/or other taxes or charges owed to the TOWN OF AGAWAM.
7. The successful buyer will be required to: 1) sign and file a disclosure statement pursuant to M.G.L. c. 7, § 40J giving the names and addresses of all persons who will have a beneficial interest in the property with the Commissioner of Capital Asset Management and Maintenance; and 2) sign under the penalties of perjury an affidavit indicating that no one who would gain equity in the property has been convicted of a crime involving the willful and malicious setting of a fire, or of aiding, counseling or procuring the willful and malicious setting of a fire, or of a crime involving the fraudulent filing of a claim for fire insurance.
8. Any and all structures on the property shall be brought up to code within six (6) months of the recording of the Treasurer's Deed. Any demolition must be completed in compliance with the TOWN OF AGAWAM Code Sections 78, 82, and 103, inclusive. All excess trash, brush, rubbish and debris shall be cleared from the property within (3) three months of the recording of the Treasurer's Deed. If the Buyer/Grantee violates these Protective Restrictions, the TOWN OF AGAWAM reserves the right to revert the property back to Town ownership at no cost and for no consideration. At closing, the Buyer/Grantee shall execute a Reverter Deed to the TOWN OF AGAWAM which shall be held in escrow by the Town pending satisfaction of the Protective Restrictions.
9. The balance of the contract sales price, a buyer's premium of 8%, pro forma taxes (to be calculated pursuant to M.G.L. c. 44, §63A), a processing fee of \$500.00 and the deed recording fee of \$155.00, all must be paid by **certified funds** within thirty (30) days of the auction. Failure to pay the remainder of the balance within thirty (30) days will result in the forfeiture of the deposit to the TOWN OF AGAWAM and the sale will be made to the second highest bidder.
10. The Custodian reserves the right to reject any bid at the auction or any adjournment thereof which, in his or her opinion, does not approximate the fair market value of the property.
11. A deposit in the amount of \$5,000.00 is required in order to register to bid at the auction. Visit sullivan-auctioneers.com for more details. The successful bidder's deposit will be held by the Town as a non-refundable deposit on the sale which shall be forfeited to the Town as liquidated damages in the event the high bidder fails to comply with the terms and conditions of the sale and/or is in default thereof.

AGAWAM, MA

- **SAMPLE MEMORANDUM OF SALE
(PURCHASE & SALE AGREEMENT)**

MEMORANDUM OF SALE OF REAL PROPERTY

Dated: _____

I hereby acknowledge that _____ has/have on this day been declared the highest bidder and purchaser of real property, together with any and all improvements thereon, located in Agawam, Hampden County, Massachusetts and known as: **3 and 7 Spring Street**

The total amount bid for this property is _____ Dollars (\$_____) of which _____ Dollars (\$_____) has paid to the Treasurer of the Town of Agawam as a deposit. The balance of _____ Dollars (\$_____) is to be paid in full within thirty (30) days or less.

Failure to tender such payment in full within thirty (30) days shall void the obligation of the Town of Agawam to transfer title to the subject parcel. The property may then be offered to the second highest bidder or resold at public auction with the aforementioned deposit forfeited to the Town as liquidated damages.

Transfer of said title will be a deed executed by the Town Treasurer on behalf of the Town of Agawam in accordance with and pursuant to Chapter 60, §77B or Chapter 60, §79.

Laurel Placzek, Tax Title Custodian
Town of Agawam

I agree to and accept the TERMS AND CONDITIONS of Sale as recited by the Tax Title Custodian and incorporated herein.

Signed this day as a sealed instrument.

Witness

Buyer's Signature

Address

Phone

Email Address

TOWN OF AGAWAM TAX TITLE AUCTION
TERMS AND CONDITIONS OF SALE

Purchase Price and Balance Due

1. The balance of the purchase price, including an 8% buyer's premium, a special assessment of \$500.00, pro forma taxes calculated pursuant to G.L. c. 44, §63A and all other fees due and payable under this Memorandum of Sale shall be paid at the time of delivery of the deed by certified, bank or attorney IOLTA check.
2. BUYER shall pay all costs and/or recording fees(s) of any documents required or needed to complete this transaction, including but not limited to the deed recording fee of \$155.00.

Time for Performance and Seller Obligations

3. The closing shall occur at the Agawam Town Hall, 36 Main St, Agawam, MA on or before the thirtieth (30th) day following the date of this Agreement (or if on that day the Worcester County Registry of Deeds is not open for business, then on the next day following said thirty (30) days when said Registry is so open), or earlier if the parties so agree. The acceptance of the deed by the BUYER shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed by the SELLER with the exception of statutory disclosures and affidavits as noted in Paragraph 18.
4. The parties agree that time is of the essence.
5. SELLER shall not be required to deliver at the closing a certificate of compliance from the fire department regarding smoke and carbon monoxide detectors.

Buyers Default

6. If BUYER shall fail to fulfill BUYER'S obligations herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be the SELLER'S sole and exclusive remedy at law or in equity for any default by the BUYER under this AGREEMENT, the BUYER and SELLER hereby further agree that (a) anticipated damages from a default by the BUYER are uncertain in amount and difficult to prove, (b) the parties wish to liquidate damages in advance and (c) the amount of the deposit bears a reasonable relationship to the damages that the SELLER would suffer.

Material Defect:

7. If a material defect in the SELLER'S title shall be claimed by the BUYER, the BUYER shall notify the SELLER thereof in writing at least ten (10) days prior to the date for delivery of the deed as stated above and the SELLER shall be entitled to elect to either terminate this agreement or perfect said title. If the SELLER elects to perfect said title but is unable to clear the record title or to make the conveyance as above stipulated, the deposit made hereunder shall be refunded to the BUYER and all obligations of all of the parties hereto shall cease and be null and void. Marketability of title shall not be defined by BUYER'S ability to obtain title insurance on the Property and/or properties, and the inability to insure title shall not be cause for termination of this agreement and the return of BUYER'S deposit. The BUYER

hereby understands and agrees that, other than the deed and settlement statement, SELLER will not be executing any documents, including customary conveyancing documents, in connection with the Closing.

BUYER Acknowledgement:

8. The BUYER acknowledges that he/she has not relied upon any warranties or representations expressed or implied that are not set forth in this Memorandum of Sale or TERMS AND CONDITIONS. The BUYER specifically acknowledges that the SELLER, its agents, auctioneer and/or employees, have not made any representations regarding the subject property in relation to licenses, permits, approvals, or as to the development potential of the subject property.

Condition of Premises:

9. The premises are sold and conveyed in "AS IS" condition. BUYER understands and acknowledges that SELLER makes no warranties or representations with respect to any matters related to the property, including but not limited to: the condition and/or potential use of the land and/or building(s); habitability and/or conformity with applicable state and/or local building, zoning, environmental and/or health codes. An assertion by the BUYER relating to any of the above shall not be cause for termination of this agreement and/or the return of BUYER'S deposit, nor for any subsequent cause of action, legal or equitable, against SELLER, prior to or after the recording of the deed.

Due Diligence:

10. By signing this MEMORANDUM OF SALE with attached TERMS AND CONDITIONS, the BUYER acknowledges and understands that the marketing materials used by the SELLER are offered for informational purposes only. The BUYER acknowledges that he/she has made such inspection of the premises as circumstances permit and have used his/her own due diligence in determining the condition thereof.
11. Information contained within the marketing materials was derived from sources believed to be reliable; however, nothing contained in the materials constitutes a representation or warranty of any kind by the SELLER of the accuracy or completeness of any information therein and the SELLER expressly disclaims any responsibility thereof. The SELLER shall have no liability whatsoever of any loss, cost or damage arising therefrom. Prospective BUYERs should rely entirely on their own due diligence, inspection and judgment. Announcements from the auction block shall take precedence over any previously printed material or any other oral statements made.
12. BUYER hereby acknowledges that the property is sold subject to any applicable Title V laws. SELLER has not inspected the septic/disposal system (if any) and does not make any representations as to the condition of the same. BUYER agrees to immediately schedule an inspection of the system and acknowledges that he/she is responsible for any upgrade requirements or repairs.
13. BUYER further acknowledges that the property is sold subject to the provisions of any and all applicable statutes.
14. The property shall be conveyed subject to tenants or occupants, if any. It will be the responsibility of the successful bidder, not the Town of Agawam or its Tax Title Custodian, to evict any former owner or any

other person who may be residing or conducting a business on the premises and to remove any personal property.

15. The property shall be conveyed subject to the right of redemption, if any, of the United States of America.

Risk of Loss

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

Contingencies:

17. This sale is not contingent on financing, a home inspection, a Title 5 inspection, smoke/carbon monoxide certificate, or any other event, occurrence or inspection.

Execution of Documents:

18. The BUYER agrees to execute the following documents:
 - a. Pursuant to Massachusetts General Laws Chapter 7, Section 40J, a statement disclosing whether or not he/she holds an elected public office in the Commonwealth and whether or not he/she is an employee of the Division of Capital Asset Management and Maintenance;
 - b. Pursuant to Massachusetts General Laws Chapter 60, Section 77B, an affidavit stating: (1) that he/she has never been convicted of the crime of arson or of aiding in the commission of the crime of arson or the fraudulent filing of a claim for fire insurance; (2) that he/she is not delinquent in the payment of real estate taxes to the Town; and (3) that he/she has never owned an interest in, nor is acting as an agent or straw for any person or entity who has ever owned an interest in, said property.

Hazardous Material:

19. The SELLER makes no warranties or representations of any kind regarding the existence and/or absence of any hazardous material, including but not limited to lead paint, asbestos, UFFI, Radon Gas, Chlordane, mold and/or underground or aboveground storage tanks, in or on the premises, which materials, if any, may be subject to the provisions of Massachusetts General Law Chapter 21E or Massachusetts General Laws Chapter 111 Section 190-199 and/or any regulations promulgated there under. The existence, if any, of the above-stated conditions shall not be cause for termination of this agreement and/or the return of BUYER'S deposit, or for any subsequent cause of action, legal or equitable, against SELLER, prior to or after recording of the deed.

Acceptance of the Deed:

20. The acceptance of the deed by the BUYER shall be deemed to be a full performance and discharge of

every agreement and obligation herein contained or expressed by SELLER.

Reservation of Right to Sell to Second Highest Bidder:

21. The SELLER reserves the right, in the event the highest bidder defaults, to sell to the second highest bidder or to the third highest bidder in the event the second highest bidder defaults. This reservation of rights does not require the SELLER to sell to the second highest bidder or the third highest bidder in the event of such defaults.
22. The SELLER reserves the right to cancel the sale to the BUYER and shall be entitled to retain the BUYER'S deposit if:
 - a. the BUYER owes any taxes, fees or municipal charges to the Town that are not the subject of a pending abatement application or appeal; and/or
 - b. the BUYER makes a false statement or fails to disclose required information on any documents submitted to the Town in connection with the purchase of this property.

Contract Acknowledgement & Acceptance:

23. This MEMORANDUM OF SALE and attached TERMS AND CONDITIONS are to be construed as a Massachusetts contract 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 the SELLER and BUYER. If two or more persons are named herein as BUYER, their obligations hereunder shall be joint and several. The BUYER and SELLER do hereby acknowledge they have read the foregoing and understand and agree to the TERMS AND CONDITIONS as set forth herein and they further acknowledge receipt of a copy of this Agreement.

Town of Agawam
/s/ Laurel Placzek
Laurel Placzek
Tax Title Custodian