

MEMORANDUM OF SALE

8 Congress Place, Fitchburg, Massachusetts

10 Congress Place, Fitchburg, Massachusetts

It is hereby acknowledged that on **May 16, 2024**, the undersigned “**Purchaser**” has purchased by public auction conducted by Thomas Weitbrecht of Weitbrecht Auctioneers, Inc. DBA Strategic Auction Alliance (the “**Auctioneer**”) on behalf of Twin Pines Landscaping, Inc., (the “**Seller**”) the real estate located at 8 Congress Place, Fitchburg, MA and 10 Congress Place, Fitchburg, MA, (the “**Premises**”) described in the Receiver’s Notice of Sale of Real Estate at Public Auction Pursuant to Mass. Gen. Laws, c.111, §1271 (“the Receiver’s Notice”) published in the Fitchburg Sentinel and attached hereto and marked Exhibit A, for the sum of

Having paid into the hands of the Auctioneer the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) as a deposit (the “**Deposit**”) to bind such purchase, it is agreed that the Purchaser shall be bound by the terms of said sale which are set forth herein, and in the Receiver’s Notice attached hereto and Marked Exhibit A, and all terms and conditions announced at the auction. The required Deposit shall be retained by the Seller if the Purchaser shall refuse to sign this Memorandum of Sale.

If the Purchaser is unable to comply with any term of the sale, the Purchaser shall forfeit the Deposit to the Seller. If the Deposit is so forfeited, it shall become the property of the Seller. A forfeiture of the Deposit shall not relieve the Purchaser from liability under this Memorandum of Sale. Purchaser shall be responsible for all loses and expenses incurred by the Seller, as a result of Purchaser’s nonperformance, including, without limitation, attorney’s fees and other costs incurred in conducting another foreclosure sale on the Premises. Purchaser shall also be responsible for the difference between the amount of the Purchaser’s bid for the property at the foreclosure sale and the amount bid at any subsequent foreclosure sale, if the subsequent bid is lower than the Purchaser’s bid.

Title to the Premises shall be that which was conveyed by the mortgage to the mortgagee and the Purchaser shall take title to the Premises by the usual foreclosure deed without covenants.

The Premises are to be conveyed subject to and/or with the benefit of any and all restrictions, easements, improvements, covenants, outstanding tax titles, municipal or other public taxes, condominium fees, assessments, liens, or claims in the nature of liens having priority over the mortgage; and existing encumbrances of record created prior to the mortgage or to which the mortgage has of record been subordinated, if any; and rights of governmental entities to redeem, including without limitation, the rights if any of the Internal Revenue Service, the Federal Deposit Insurance Corporation, the United States Attorney’s Office, the Department of Justice, and/or Resolution Trust Corporation.

The Premises is being sold AS-IS”, “WHERE-IS” AND WITH ALL FAULTS, LATENT OR PATENT, AND SUBJECT TO ALL PRIOR ENCUMBRANCES and without representation

or warranty of any kind as to the condition, construction, fitness for habitation or whether they conform to applicable federal, state or local building or sanitary codes, including without limitation whether or not the septic system, if any, complies with Title 5 Regulations enacted by the Department of Environmental Protection and any and all State and local requirements for septic approval and inspections. Any and all septic system, approvals, certifications, inspections and upgrades shall be conducted and paid for by the Purchaser. The Purchaser hereby agrees to inspect the system, if any, and comply with all Title 5 requirements at his/her/their expense.

Said Premises will also be subject to all the leases, tenancies, occupancies of parties in possession, to right or claims on personal property now located on the Premises installed by tenants or former tenants, and also to all laws and ordinances including but not limited to, all building and zoning laws and ordinances. The Purchaser will also be responsible for and subject to any liability for security deposits or last month's rent. If, as of this date, there is any tenant or occupant in the Premises, the Purchaser, if he or she wishes to evict such tenant(s) or occupant(s), must do so at his own or her own expense. As the successful high bidder, it is your responsibility to keep the Premises insured and you are responsible for any tenants that may exist on the Premises.

Purchaser agrees that he or she will assume all costs of inspection fees for smoke detection equipment and carbon monoxide detection equipment. The Purchaser further acknowledges that all such equipment may not meet all of the minimum State or City requirements.

Purchaser shall be responsible for any and all taxes, water and sewer chargers, condo fees, assessments, liens or claims in the nature of liens having priority over the mortgage through and after the date of delivery of the foreclosure deed.

Purchaser also assumes any and all responsibility and/or liability for compliance with the Massachusetts Environmental Code. The Seller makes no representations or warranties regarding compliance with said state regulations or whether such state regulations apply to this property.

The sale will not be invalidated by errors or misdescription of the size of the parcel or land sold, or the improvements which may be thereon. The Purchaser agrees to waive any claim or right he or she might otherwise have by reason of any such error or misdescription.

Purchaser shall be responsible for the costs of all documentary recording stamps and other recording fees.

The acceptance of the foreclosure deed by the Purchaser shall be deemed to be a full performance and discharge of every agreement and obligation of the Seller.

If the Seller does not convey title to Purchaser for any reason, then the only obligations of Seller shall be to return the Deposit paid by Purchaser. Upon the return of the Deposit, all obligations between the parties hereto shall cease without further recourse of any kind either at law or in equity. The Purchaser shall have no further recourse against Seller, the Seller's attorney(ies) or the Seller's auctioneer.

The bid price for which the Premises has been sold is \$ _____ dollars, of which \$10,000.00 has been paid this day in accordance with the terms of the Receiver's

Notice. The sale shall not be deemed completed until the Purchaser has made his or her deposit and has signed this Memorandum of Sale. The balance of the purchase price shall be paid at Siden & Associates P.C., 20 Park Plaza, Suite 505, Boston, MA 02116, on or before 10:00AM, within thirty ("30") days hereafter, provided that such day is one on which the Worcester North District Registry of Deeds is open for business, and if not, then on the next business day on which said Registry is open for business. If the Registry of Deeds is not open then closing shall take place at Siden & Associates, P.C. or some other place mutually agreed to by Purchaser and Seller. Time is of the essence of this agreement.

The sale is made without any representation or warranty whether express, implied or imposed by the Law. Without limiting the foregoing total exclusions of representations and warranties, the sale is made without any representation or warranties as to title, or as to the validity, enforceability or perfection of the Seller/Receiver's right or interest.

No representation is made that the Purchaser shall be able to obtain title insurance (lender's or owner's policies) on the Premises, and the Purchaser shall be obligated to purchase the Premises notwithstanding the fact that the Purchaser may not be able to obtain said title insurance. Notwithstanding, anything contained herein, if Purchaser is unable to procure its own title insurance (lender's or owner's policies), Purchaser shall be required to obtain a title insurance policy (lender's or owner's policies) procured by the Seller.

Purchaser acknowledges that from and after this date he or she will have the sole risk of loss, and the Seller shall have no responsibility for maintaining insurance.

In the event that the Purchaser desires to assign his/her bid and rights as Purchaser under this Memorandum of Sale, Purchaser must cause written notice of any such assignment to be received by Seller's Attorneys, Siden & Associates P.C., Attention Post-Sale Attorney, within five (5) calendar days of the date of this Memorandum. In order to be effective, such notice must designate the name, address and telephone number of the assignee together with a description of tenancy, if the assignee consists of more than one person or entity. In the event notice is not provided by the time set forth in this paragraph or does not comply with the requirements herein, Seller shall have no obligation other than to convey title to the Purchaser.

In the event the successful bidder at the auction sale shall default in its purchaser obligations as described herein, or in the Notice of Sale, the Seller reserves the right to sell the property by Receiver's Deed to the second highest bidder, provided that the second highest bidder shall deposit the amount of the required deposit with Siden & Associates P.C. within three (3) business days after written notice of default by the highest bidder and title shall be conveyed to said second highest bidder within twenty (20) days of said written notice.

The owners of the Premises, the Auctioneers and all parties for whom the Auctioneer may be acting, shall not be liable to any/all persons while they are in or about the Premises. ALL PERSONS ARE UPON THESE PREMISES AT THEIR OWN RISK.

The Auctioneer reserves the following:

- (1) the right to re-offer the listed parcel, opening at the last bid, in the event two or more bidders claim to be the successful bidder;
- (2) the right to bid for and on behalf of any Purchaser and the Seller
- (3) the right to accept or reject any and all bids.

The Auctioneer requests that all qualified bidders please remain on the Premises even after the parcel is declared as sold, as the auction proceedings are not complete until the deposit as stipulated in the newspaper advertisement has been accepted by the Auctioneer, and this Memorandum of Sale has been executed by all interested parties.

ACCEPTANCE OF TERMS – ALL BIDDERS, BY BIDDING AT THIS AUCTION SALE SHALL BE DEEMED TO HAVE READ, HEARD AND UNDERSTOOD ALL THE AFOREMENTIONED TERMS AND CONDITIONS OF THIS ACUTION AND BY BIDDING, AGREE TO ABIDE BY SUCH RULES, REGULATIONS, TERMS AND CONDITIONS.

I/we the undersigned Purchaser at this public action sale, do hereby acknowledge that I/we have read the foregoing and understand and agree to the terms and conditions as set forth herein and I/we further acknowledge receipt of a copy of this Memorandum of Sale of Real Estate along with Exhibit A hereto.

[EXECUTION PAGE FOLLOWS]

EXECUTED this 16th day of May 2024 at _____.

Seller/Authorized Rep

Purchaser

Print Name

Print Name of Purchaser:

PURCHASER CONTACT INFORMATION	
Name:	
Phone:	

Email:	
Address:	

Auctioneer:

By: Weitbrecht Auctioneers, Inc. DBA Strategic Auction Alliance

Print Name: Thomas Weitbrecht of Weitbrecht Auctioneers, Inc. DBA Strategic Auction Alliance

License number: 222

LEGAL NOTICE
EXHIBIT A

Receiver's Notice of Sale of Real Estate at Public Auction
Pursuant to Mass. Gen. Laws, c.111, §1271
(8 Congress Place, Fitchburg, Massachusetts)
(10 Congress Place, Fitchburg, Massachusetts)

By virtue of the Orders of the Central Housing Court dated August 3, 2022 and (Civil Action No. 19H85CV000071) in favor of Twin Pines Landscaping, Inc. as Receiver, and against David Murphy as owners of the real estate known as and located at 8 Congress Place, Fitchburg, Massachusetts; and, the holder(s) of any and all mortgage(s) and lien(s) of record, establishing a lien under M.G.L. c. 111, §1271 on the premises known as and located at 24 Colbert Street, Leominster, Massachusetts, and for the purposes of satisfying such lien, said premises will be sold at public auction at 1:00 P.M. on the 16th day of May, 2024 on the premises being more fully described as follows:

The land situated on the easterly side of Congress Place, Fitchburg, Worcester County, Massachusetts and being more particularly bounded and described as follows:

BEGINNING at the Southeasterly corner thereof at a bound at land now or formerly of Joel Joel and at said Congress Place;

THENCE running South 70° 26' East by said Joel land, eighty five (85) feet to a bound at land late of David Boutelle, deceased;

THENCE North 19° 34' East by said Boutelle land, fifty one (51) feet to a corner at land now or formerly of the Fitchburg Mutual Fire Insurance Company;

THENCE North 70° 26' West by said last named land, eighty five (85) feet to said Congress Place;

THENCE South 19° 34' West by said Congress Place fifty one (51) feet to the point of beginning.

Being the same premises conveyed by Quitclaim Deed dated April 19, 1999 recorded with Worcester North District Registry of Deeds in Book 3373, page 61.

Included with the above sale at public auction are premises located at 10 Congress Place, Fitchburg, Massachusetts acquired by the Receiver upon the Court's allowance dated September 10, 2019, said premises being more fully described as follows:

A certain tract of land, with the buildings thereon, situated on the easterly side of Congress Place, in Fitchburg, Worcester County, Massachusetts, being bounded and described as follows:

BEGINNING: at the northwesterly corner thereof on the easterly side line of Congress Place and

at land formerly of F.H. Davis;

THENCE: running southerly by the easterly side line of Congress Place 81 feet to a corner at land formerly of Thomas Upton;

THENCE: s. 69° 50' E. by said Upton land 40 feet, more or less, to that point which was formerly the corner of land of Martha A. Culley and said Upton land;

THENCE: s. 69° 44' E. by said Upton land 7.91 feet, more or less, to a bound;

THENCE: s. 56° 54' E. by said Upton land 10 feet, more or less, to a bound at land now or late of Martha A. Culley;

THENCE: N. 29° 32' E. by said Culley land 44.6 feet, more or less, to that point which was the intersection of said line with the former boundary line between land of John W. Doherty and the said Culley land;

THENCE: northerly by said Culley land 40.4 feet, more or less, to a bound at land formerly of F.H. Davis;

THENCE: N. 69° 50' W. by said Davis land 68.57 feet, more or less, to the place of beginning.

Being the same premises acquired by the Grantor by Deed dated January 21, 2020 recorded with Worcester North District Registry of Deeds in Book 9532, page 316.

TERMS OF SALE: The highest bidder shall be required to pay TEN THOUSAND and No/100 (\$10,000.00) Dollars by bank, treasurer's or cashier's check at the time and place of the sale as a deposit. All bidders must exhibit said required deposit to the auctioneer immediately prior to the auction sale in order to qualify as a bidder. The balance of the purchase price is to be paid by bank, treasurer's or cashier's check within thirty (30) days after the date of the sale at the offices of Attorney Ryan C. Siden, Siden & Associates, P.C., 20 Park Plaza, Ste 505, Boston, MA 02116. The Deed will be provided to the purchaser/successful bidder for recording after receipt in full of the purchase price (with said purchase price to be held in escrow in a non-interest bearing account) and subsequent to the entry of an Order by the Worcester Housing Court in the above-referenced matter approving the sale, and ten (10) day period of appeal therefrom. The description of the premises contained in said deed shall control in the event of an error in this publication.

The Receiver reserves the right to postpone the sale to a later date by public proclamation at the time and date appointed for the sale, and to further postpone at any adjourned sale date by public proclamation at the time and date appointed for the adjourned sale date.

The successful bidder shall be required to execute a Memorandum of Sale and Terms and

Conditions of the Auction at the Auction Sale at the conclusion of the bidding. In the event the successful bidder at the Auction Sale shall default in purchasing the within described property according to the terms and conditions of this Notice of Sale and/or terms of the Memorandum of Sale executed at the time of the auction sale, the Receiver reserves the right to sell the property by deed to the second highest bidder, at its bid commitment which was made at the time of the auction sale, providing that said second highest bidder shall execute a Memorandum of Sale and Terms and Conditions of the Auction and deposit with the Receiver's attorney, Ryan C. Siden, Esq., the amount of the required deposit as set forth herein within five (5) business days after written notice of the default of the previous highest bidder. In the event the second highest bidder at the Auction Sale shall decline to proceed with said purchase or default in purchasing the within described property according to the terms and conditions of the Notice of Sale and/or terms of the Memorandum of Sale, the Receiver reserves the right to sell the property by deed to the third highest bidder, at its bid commitment which was made at the time of the Auction Sale, providing that said third highest bidder shall execute a Memorandum of Sale and Terms and Conditions of the Auction and deposit with the Receiver's attorney, Ryan C. Siden, Esq., the amount of the required deposit as set forth herein within five (5) business days after written notice of the default of the previous highest bidder.

If the premises are not serviced by a public sewage system, the purchaser will be solely responsible for compliance with all Title V Regulations, including, but not limited to, any inspection and upgrade requirements set forth in 310 CMR (Code of Massachusetts Regulations) 15.300 through 15.305.

The purchaser will be responsible for all closing costs, state documentary stamps, and recording fees.

Other terms and conditions to be announced at the time and place of sale. The successful bidders will be required to sign a Lead Paint Disclosure form.

RECEIVER,
Twin Pines Landscaping, Inc.
By its Attorney,
Ryan C. Siden
Siden & Associates P.C.
Boston, MA 02116
617-423-5999
BBO #646138

April 25 May 2 9