

COMMONWEALTH OF MASSACHUSETTS

WESTERN DIVISION, SS.

HOUSING COURT  
DEPARTMENT OF THE TRIAL COURT  
CIVIL ACTION No. 12-CV-966

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CITY OF SPRINGFIELD  
CODE ENFORCEMENT DEPARTMENT  
HOUSING DIVISION,

Plaintiff

v.

RUPERT W. WRIGHT (owner)  
Defendant

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Re: 98 Florence Street, Springfield, Massachusetts

**RECEIVER'S MOTION TO ENFORCE PRIORITY LIEN**  
**AND OBTAIN ORDER AUTHORIZING SALE OF**  
**PROPERTY LOCATED AT 98 FLORENCE STREET, SPRINGFIELD, MA**  
**TO SATISFY RECEIVER'S PRIORITY LIEN**

Pursuant to the Court's Order on Petition to Enforce the State Sanitary Code and M.G.L. c. 111, § 127I, Maxine Huang, as Receiver brings this motion to enforce its priority lien on the receivership property located at 98 Florence Street, Springfield, Hampden County, Massachusetts and seeks an order of the court authorizing it to sell the receivership property to satisfy her priority lien.

Due to serious violations of the State Sanitary Code and a documented inability to correct them, in 2013 the Court appointed Maxine Huang as Receiver for the property located at 98 Florence Street, Springfield, Hampden County, Massachusetts. Maxine Huang, as Receiver in conjunction with representatives of the Plaintiff conducted inspections of the receivership property to determine necessary emergency repairs, and identified major issues that need to be repaired at the receivership property. The Receiver filed and this Court approved a Rehabilitation Plan for the property.

In accordance with the Court approved Rehabilitation Plan, the Receiver has incurred significant expense, as outlined in her reports to the Court, to rehabilitate the receivership property. The Receiver currently believes that there is insufficient income potential from monthly rents to reimburse the Receiver within a reasonable time frame for the expense of rehabilitating the receivership property.

For these reasons, the Receiver respectfully requests the Court to enforce her priority lien pursuant to M.G.L. c. 111 § 127I and authorize the Receiver to sell the receivership property to satisfy her priority lien.

The Receiver,  
Maxine Huang,  
By her Attorney,

Date: May 16, 2014



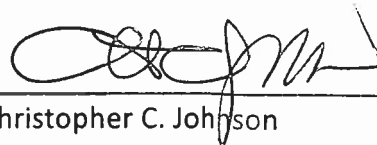
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Christopher C. Johnson, BBO#548416  
Johnson, Sclafani & Moriarty  
776 Westfield Street  
West Springfield, MA 01089  
(413) 732-8356 - telephone  
(413) 439-0480 - facsimile

**NOTICE OF HEARING**

Please be advised that the undersigned shall bring the Receiver's Motion To Enforce Priority Lien before the Hampden County Housing Court on **Tuesday, May 27, 2014** at **2:00 P.M.** or as soon thereafter as Counsel may be heard.

Date: May 16, 2014



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Christopher C. Johnson

CERTIFICATE OF SERVICE

I, Christopher C. Johnson, counsel for the Receiver hereby certify that on this 16<sup>th</sup> day of May, 2014, I served a copy of the foregoing Receiver's Motion to Enforce Priority Lien to the following:

1. Lisa C. deSousa, Esq., Associate City Solicitor, City of Springfield Law Department, 95 State Street, 6th floor, Springfield, MA 01103 (via e-mail);
2. Rupert W. Wright, 39 Hawthorne Street, Springfield, MA 01105 (via first class mail, postage prepaid);
3. The Bank of New York Mellon, 1800 Tapo Canyon Road, Simi Valley, CA 93063; (via first class mail, postage prepaid); and
4. Midland Funding LLC c/o Law Offices of Howard Lee Schiff, PC, 340 Main Street, Suite 959, Worcester, MA 01608 (via first class mail, postage prepaid).

Date: May 16, 2014

  
\_\_\_\_\_  
Christopher C. Johnson

COMMONWEALTH OF MASSACHUSETTS

WESTERN DIVISION, SS.

HOUSING COURT  
DEPARTMENT OF THE TRIAL COURT  
CIVIL ACTION No. 12-CV-966

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CITY OF SPRINGFIELD  
CODE ENFORCEMENT DEPARTMENT  
HOUSING DIVISION,

Plaintiff

v.

RUPERT W. WRIGHT (owner)  
Defendant

---

Re: 98 Florence Street, Springfield, Massachusetts

**ORDER AUTHORIZING ENFORCEMENT OF  
RECEIVER'S PRIORITY LIEN AND AUTHORIZING  
THE RECEIVER TO SELL THE PROPERTY LOCATED AT  
98 FLORENCE STREET, SPRINGFIELD, MA  
TO SATISFY ITS PRIORITY LIEN**

This matter coming to be heard on the Receiver's Motion to Enforce Priority Lien and Obtain Order Authorizing Sale of Property located at 98 Florence Street, Springfield, Hampden County, Massachusetts (hereinafter the "Receivership Property") to Satisfy Receiver's Priority Lien (hereinafter the "Receiver's Motion"); and it appearing that notice of the Receiver's Motion was appropriately provided under the circumstances and that no other or further notice is necessary; and after final hearing before this court on June 23, 2014; and upon the entire record of these proceedings; and the Court being sufficiently advised and after due deliberation thereon; and good and sufficient cause appearing therefore:

THE COURT HEREBY FINDS, ORDERS, ADJUDGES AND DECREES THAT:

1. This Court has personal and subject matter jurisdiction over this proceeding and the Receivership Property affected thereby.

2. Maxine Huang (hereinafter the "Receiver") acknowledges and the Court finds that Rupert W. Wright (owner) is indebted to The Bank of New York Mellon f/k/a The Bank of New York, as Trustee for the Certificateholders of the CWABS Inc., Asset-Backed Certificates, Series 2006-19 under a promissory note which is secured by valid, enforceable, perfected and non-avoidable first mortgage on the Receivership Property which is recorded in the Hampden County Registry of Deeds in Book 16205, Page 98 (see Assignment of Mortgage recorded as aforesaid in Book 19628, Page 133), subject only to statutory municipal liens and the Receiver's priority lien granted pursuant to M.G.L. c. 111 § 127I.
3. Maxine Huang (hereinafter the "Receiver") acknowledges and the Court finds that Rupert W. Wright (owner) is indebted to Midland Funding LLC under an Execution on the Receivership Property which is recorded in the Hampden County Registry of Deeds in Book 18039, Page 287, subject only to statutory municipal liens and the Receiver's priority lien granted pursuant to M.G.L. c. 111 § 127I.
4. Maxine Huang (hereinafter the "Receiver") acknowledges and the Court finds that Rupert W. Wright (owner) is indebted to Katrina Wills under an Execution on the Receivership Property which is recorded in the Hampden County Registry of Deeds in Book 20159, Page 5, subject only to statutory municipal liens and the Receiver's priority lien granted pursuant to M.G.L. c. 111 § 127I
5. There exists insufficient income potential, including revenue from rents, to repay the Receiver in a reasonable period of time for the cost of rehabilitating the Receivership Property. Accordingly, an immediate need exists for the Receiver to sell the Receivership Property to satisfy its priority lien.
6. The Receiver is hereby authorized to sell the Receivership Property to satisfy its priority lien, subject to the following procedure:

- A. The Receiver shall prepare a Notice of Sale which shall indicate the following:
  - a. the street address and legal description of the property to be offered for sale by public auction;
  - b. the name of the titled owner(s) of the property;
  - c. the date, time and place of the sale; and
  - d. that the Western Division Housing Court has granted the Receiver authorization to sell the property to satisfy its priority lien under M.G.L. c. 111, § 127I.
  
- B. The Receiver shall serve the Notice of Sale on all owners and/or holder(s) of equity of redemption and all other parties having an interest in the real estate, including lenders, mortgagees and lien holders, as of thirty (30) days prior to the date of sale by certified mail, return receipt requested, at least fourteen (14) days prior to the date of sale.
  
- C. The Receiver shall engage a duly licensed auctioneer to conduct the public auction. The property shall be sold to the highest bidder. The Receiver reserves the right to reject all bids.
  
- D. The Receiver shall arrange for publication of the Notice of Sale. The Notice must be published once a week for three (3) successive weeks in The Republican, a newspaper of general circulation in the City of Springfield, the first publication being no later than twenty-one (21) days prior to the sale. The Receiver shall collect tear sheets of the newspaper advertisements to be filed with the Court.
  
- E. The Receiver shall prepare a Memorandum of Sale.
  
- F. The Receiver shall execute the Memorandum of Sale with the prospective purchaser after completion of public auction sale.
  
- G. The sale shall be subject to approval by the Court.

- H. The sale shall be subject to the receivership and the prospective new owner shall be subject to approval by the Court under the terms of the receivership order.
7. The Receiver, nor any principal, officer or owner thereof, shall not be prohibited from purchasing the Receivership Property, provided they are the high bidder at public auction.

So entered this 24<sup>th</sup> day of June, 2014.

Rebecca J. Crampton Kamukala  
Hon. Rebecca J. Crampton Kamukala

## NOTICE OF RECEIVER'S SALE OF REAL ESTATE

By virtue of an Order of the Western Division Housing Court in City of Springfield Code Enforcement v. Rupert W. Wright, et al, Docket No. 12-CV-966, the Court has granted the Receiver, Maxine Huang, authorization to sell the property located at **98 Florence Street, Springfield, MA** to satisfy its priority lien pursuant to M.G.L. c. 111, §127I. The record owner of the premises is Rupert W. Wright.

The same will be sold at Public Auction at **3:00 PM on September 9, 2014** on the premises located at 98 Florence Street, Springfield, MA which is described as follows: Certain real estate situated in Springfield, Hampden County, Massachusetts, with the buildings thereon on the Northerly side of Florence Street at the Southwesterly corner of land formerly of Massachusetts Mutual Life Insurance Company later of one West, and believed to be now or formerly of one Grimaldi, and running thence Westerly on Florence Street three (3) rods to land formerly of Lucy Young, believed to be now or formerly of one Circosta, thence Northerly at right angles to Florence Street and on land formerly of said Young, believed to be now or formerly of Circosta, about one hundred forty-eight (148) feet to land now or formerly of one Saucier; thence Easterly on last-named land and on land now or formerly of one Parker and on land now or formerly of one Barry about three (3) rods to said land formerly of one West, believed to be now or formerly of one Grimaldi; thence Southerly on last-named land about one hundred forty-eight (148) feet to the point of beginning.

The premises will be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens, trash fee liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said receiver's lien, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.

### TERMS OF SALE:

A deposit of \$5,000.00 by certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by certified or bank check at Johnson, Sclafani & Moriarty, 776 Westfield Street, West Springfield, MA, within 30 days from the date of sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. Other terms to be announced at the sale.

Maxine Huang, Receiver  
Christopher C. Johnson, Esq.  
776 Westfield Street  
West Springfield, MA 01089  
(413) 732-8356



COMMONWEALTH OF MASSACHUSETTS

WESTERN DIVISION, SS.

HOUSING COURT  
DEPARTMENT OF THE TRIAL COURT  
CIVIL ACTION No. 12-CV-966

---

CITY OF SPRINGFIELD  
CODE ENFORCEMENT DEPARTMENT  
HOUSING DIVISION,

Plaintiff

v.

RUPERT W. WRIGHT (owner)  
Defendant

---

Re: 98 Florence Street, Springfield, Massachusetts

**MOTION TO APPROVE RECEIVER'S SALE AND TO REMOVE**  
**98 FLORENCE STREET, SPRINGFIELD, MASSACHUSETTS**  
**FROM THE RECEIVERSHIP**

WHEREAS, the Court approved an Order Authorizing Enforcement of Receiver's Priority Lien and Authorizing the Receiver to Sell the property located at 98 Florence Street, Springfield, Massachusetts (hereinafter the Property) to Satisfy the Receiver's Priority Lien;

WHEREAS, the Receiver prepared a Notice of Sale, a copy of which is attached hereto and marked Exhibit A, and served said Notice of Sale on all owners and/or holder(s) of equity of redemption and all other parties having an interest in the Property, including mortgagees and lienors, as of thirty (30) days prior to the date of sale by certified, return receipt requested, mail at least (fourteen) 14 days prior to the date of sale;

WHEREAS, the Receiver engaged the services of David W. Young, a duly licensed auctioneer to conduct the auction of the Property;

WHEREAS, the Receiver arranged for publication of the Notice of Sale in The Republican in Springfield, Massachusetts once a week for three (3) successive weeks, the first publication being no later than twenty-one (21) days prior to the sale. A copy of the tear sheet of the newspaper advertisement is attached hereto and marked Exhibit B;

WHEREAS, in preparation for the sale and in addition to service and publication of the Notice of Sale, an electronic mailing notification was sent to local real estate and legal professionals on September 9, 2014;

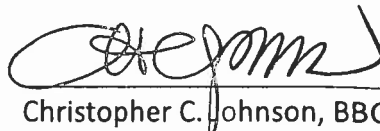
WHEREAS, the auction was held on Tuesday, September 9, 2014 at 3:00 P.M. at the Property;

WHEREAS, the Property was sold to Lifang Luo-Cayode, Ming Tsang and Lisa Cassidy for the sum of One Hundred Five Thousand and 00/100 (\$105,000.00) dollars, being the highest bidder;

WHEREAS, the Receiver prepared a Memorandum of Sale and executed it with the successful bidder, a copy of which is attached hereto and marked Exhibit C; and

NOW THEREFORE, here comes Maxine Huang, the Receiver and requests the Court to: (1) approve the Receiver's sale and transfer of title to the property located at 98 Florence Street, Springfield, Hampden County, Massachusetts to Lifang Luo-Cayode, Ming Tsang and Lisa Cassidy; (2) dissolve the receivership as it relates to the property located at 98 Florence Street, Springfield, Hampden County, Massachusetts; and (3) grant any other relief it deems appropriate and just.

The Receiver,  
Maxine Huang,  
By Her Attorney,



Christopher C. Johnson, BBO#548416  
Johnson, Sciafani & Moriarty  
776 Westfield Street  
West Springfield, MA 01089  
(413) 732-8356 - telephone  
(413) 439-0480 - facsimile

#### NOTICE OF HEARING

Please be advised that the undersigned shall bring the Motion To Approve Receiver's Sale and to Remove 98 Florence Street, Springfield, MA from the Receivership before the Hampden County Housing Court on Tuesday, September 23, 2014 at 2:00 P.M. or as soon thereafter as Counsel may be heard.

Date: September 10, 2014



Christopher C. Johnson

CERTIFICATE OF SERVICE

I, Christopher C. Johnson, counsel for the Receiver hereby certify that on this 10<sup>th</sup> day of September, 2014, I served a copy of the foregoing Receiver's Motion to the following:

1. Lisa C. deSousa, Esq., Associate City Solicitor, City of Springfield Law Department, Department, 233 Allen Street, Bldg A, Springfield, MA 01108 (via e-mail);
2. Rupert W. Wright, 39 Hawthorne Street, Springfield, MA 01105-1511 (via first class mail, postage prepaid);
3. The Bank of New York Mellon, Trustee, 1800 Tapo Canyon Road, Simi Valley, CA 93063; (via first class mail, postage prepaid);
4. Mortgage Electronic Registration Systems, Inc., P.O. Box 2026, Flint, MI 48501-2026; and
5. Midland Funding LLC c/o Law Offices of Howard Lee Schiff, PC, 25 Southbridge Street, Building 2, Suite 2, Auburn, MA 01501 (via first class mail, postage prepaid).

Date: September 10, 2014

  
\_\_\_\_\_  
Christopher C. Johnson

# EXHIBIT A

## NOTICE OF RECEIVER'S SALE OF REAL ESTATE

By virtue of an Order of the Western Division Housing Court in City of Springfield Code Enforcement v. Rupert W. Wright, et al, Docket No. 12-CV-966, the Court has granted the Receiver, Maxine Huang, authorization to sell the property located at **98 Florence Street, Springfield, MA** to satisfy its priority lien pursuant to M.G.L. c. 111, §127I. The record owner of the premises is Rupert W. Wright.

The same will be sold at Public Auction at **3:00 PM on September 9, 2014** on the premises located at 98 Florence Street, Springfield, MA which is described as follows: Certain real estate situated in Springfield, Hampden County, Massachusetts, with the buildings thereon on the Northerly side of Florence Street at the Southwesterly corner of land formerly of Massachusetts Mutual Life Insurance Company later of one West, and believed to be now or formerly of one Grimaldi, and running thence Westerly on Florence Street three (3) rods to land formerly of Lucy Young, believed to be now or formerly of one Circosta, thence Northerly at right angles to Florence Street and on land formerly of said Young, believed to be now or formerly of Circosta, about one hundred forty-eight (148) feet to land now or formerly of one Saucier; thence Easterly on last-named land and on land now or formerly of one Parker and on land now or formerly of one Barry about three (3) rods to said land formerly of one West, believed to be now or formerly of one Grimaldi; thence Southerly on last-named land about one hundred forty-eight (148) feet to the point of beginning.

The premises will be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens, trash fee liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said receiver's lien, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.

### TERMS OF SALE:

A deposit of \$5,000.00 by certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by certified or bank check at Johnson, Sclafani & Moriarty, 776 Westfield Street, West Springfield, MA, within 30 days from the date of sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. Other terms to be announced at the sale.

Maxine Huang, Receiver  
Christopher C. Johnson, Esq.  
776 Westfield Street  
West Springfield, MA 01089  
(413) 732-8356

# EXHIBIT B

## NOTICE OF RECEIVER'S SALE OF REAL ESTATE

By virtue of an Order of the Western Division Housing Court in City of Springfield Code Enforcement v. Rupert W. Wright, et al. Docket No. 12-CV-866, the Court has granted the Receiver, Maxine Huang, authorization to sell the property located at 98 Florence Street, Springfield, MA to satisfy its priority lien pursuant to M.G.L. c. 111, § 127I. The record owner of the premises is Rupert W. Wright.

The same will be sold at Public Auction at 3:00 PM on September 3, 2014 on the premises located at 98 Florence Street, Springfield, MA which is described as follows: Certain real estate situated in Springfield, Hampden County, Massachusetts, with the buildings thereon on the northerly side of Florence Street at the Southwesterly corner of land formerly of Massachusetts Mutual Life Insurance Company later of one West, and believed to be now or formerly of one Grimaldi, and running thence Westerly on Florence Street three (3) rods to land formerly of Lucy Young, believed to be now or formerly of one Circoeta, thence Northerly at right angles to Florence Street and on land formerly of said Young, believed to be now or formerly of Circoeta, about one hundred forty-eight (148) feet to land now or formerly of one Saucier, thence Easterly on last-named land and on land now or formerly of one Parker and on land now or formerly of one Barry about three (3) rods to said land formerly of one West, believed to be now or formerly of one Grimaldi, thence Southerly on last-named land about one hundred forty-eight (148) feet to the point of beginning.

The premises will be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens, trash fee liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said receiver's lien, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.

### TERMS OF SALE:

A deposit of \$5,000.00 by certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by certified or bank check at Johnson, Solafani & Moriarty, 776 Westfield Street, West Springfield, MA, within 30 days from the date of sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. Other terms to be announced at the sale.

Maxine Huang, Receiver  
Christopher C. Johnson,  
Esq.

776 Westfield Street  
West Springfield, MA 01089  
(413) 732-0355  
(August 3, 12, 13)

# EXHIBIT C

## MEMORANDUM OF TERMS AND CONDITIONS OF SALE

Property Address: 98 Florence Street  
Springfield, MA (hereinafter "the Property")

This Memorandum of Sale is made this 9<sup>th</sup> day of September, 2014, by and among Maxine Huang, with a principal place of business at 39 Wilcox Street, Springfield, MA (the "Receiver"), David W. Young, of Agawam, MA (the "Auctioneer") and Lifang Lwo Cayode, Ming Tsang + Lisa Cassidy of PO Box 814, E. Longmeadow, MA 01028 (the "Buyer").

Subject to and in accordance with the terms and conditions set forth in that certain Notice of Sale attached hereto as **Exhibit A** and incorporated herein by reference, and as supplemented by further terms set forth below, the Buyer hereby agrees to purchase the Property more fully described in said Exhibit A.

The Property shall be conveyed by a Receiver's deed pursuant to Massachusetts General Laws Chapter 111, Section 127I and the Order Authorizing Enforcement of Receiver's Priority Lien and Authorizing the Receiver to Sell the Property Located at 98 Florence Street, Springfield, MA to Satisfy its Priority Lien entered by the Commonwealth of Massachusetts Housing Court Department, Western Division in City of Springfield Code Enforcement v. Rupert W. Wright, et al, Docket No. 12-CV-966. A copy of the Order is attached hereto as **Exhibit B** and incorporated herein by reference.

**The Property shall be conveyed subject to the receivership order in City of Springfield Code Enforcement v. Rupert Wright, et al, Docket No. 12-CV-966, and subject to the approval of the Commonwealth of Massachusetts Housing Court Department, Western Division. The Buyer shall be subject to approval by the Court under the terms of the receivership order. A copy of the receivership order is attached hereto as Exhibit C and incorporated herein by reference.**

The Property shall be conveyed subject to any outstanding tenancies and/or leases, the rights of parties in possession, any tax titles, municipal taxes and assessments, municipal trash fees, any outstanding water or sewer bills or liens, and the provisions of applicable state and local law, including building codes, zoning ordinances and M.G.L. Chapter 21E.

The bid price for which the Property has been sold to the Buyer is \$ 105,000.00. The sale shall not be deemed completed until the Buyer has signed this Memorandum of Sale. The balance of the purchase price shall be paid at the Law Offices of Johnson, Sclafani & Moriarty, 776 Westfield Street, West Springfield, MA by certified or bank check on or before 2:00 P.M. on the thirtieth (30<sup>th</sup>) day following the sale, provided that such day is one on which the Registry of Deeds is open for business, and if not, then on the next day on which said Registry is open for business.

The Buyer shall pay all recording costs, including, but not limited to, all recording fees and excise tax stamps. In the event the Receiver cannot convey title to the Property as stipulated or the Court fails to approve the sale, the deposit shall be refunded and all rights hereunder shall cease, and the Buyer shall have no recourse against the Receiver, or its employees, agents and representatives, whether at law or in equity.

The Buyer acknowledges that from and after this date he or she shall have the sole risk of loss, and the Receiver shall have no responsibility for maintaining insurance on the Property. In the event the Property 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.


The Property shall be conveyed in "as is" condition. The Buyer acknowledges that Buyer has not been influenced to enter this transaction by, nor has it relied upon, any warranties or representations of the Receiver or the Auctioneer not set forth or incorporated in this Memorandum. No personal property of any nature is included in this conveyance except as expressly set forth herein. If, as of this date, there is any tenant or occupant in residence, the Buyer, if he or she wishes to evict such tenant or occupant, must do so at his or her own expense.

The Buyer shall assume responsibility for and costs relating to compliance with Title 5 of the State Environmental Code, state and city requirements regarding smoke detection and carbon monoxide detection equipment, and lead paint regulations, all as applicable. Receiver makes no warranties or representations regarding the Property's current compliance with any state or local regulations or laws.

In the event that the successful bidder at the sale shall default in purchasing the within described Property according to the terms of the Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of the sale, the Receiver reserves the right to sell the property to the second highest bidder provided that the second highest bidder shall deposit the amount of the required deposit with the Law Offices of Johnson, Sclafani & Moriarty within three (3) business days after written notice of default of the previous highest bidder and title shall be conveyed to said second highest bidder within thirty (30) days of said written notice.

I, the undersigned Buyer at this public auction sale, do hereby acknowledge that I have read the foregoing Memorandum of Terms and Conditions of Sale and agree to the terms and conditions set forth herein. I further acknowledge that I have been given a copy of this Memorandum.

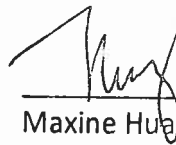
Executed under seal this 9<sup>th</sup> day of September, 2014.

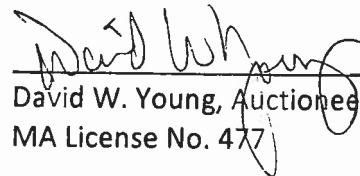
  
\_\_\_\_\_  
Buyer

P.O. Box 814  
\_\_\_\_\_  
Address

East Longmeadow, MA

\_\_\_\_\_  
Telephone Number

  
\_\_\_\_\_  
Maxine Huang, Receiver

  
\_\_\_\_\_  
David W. Young, Auctioneer  
MA License No. 477



COMMONWEALTH OF MASSACHUSETTS

WESTERN DIVISION, SS.

HOUSING COURT  
DEPT OF THE TRIAL COURT  
CIVIL ACTION No. 12-CV-966

---

CITY OF SPRINGFIELD  
CODE ENFORCEMENT DEPARTMENT  
HOUSING DIVISION,  
Plaintiff

v.

RUPERT W. WRIGHT (owner)  
Defendant

---

Re: 98 Florence Street, Springfield, Massachusetts

ORDER

It is hereby, ORDERED that the following entries be made:

1. Lifang Luo-Cayode, Ming Tsang and Lisa Cassidy are hereby approved as the successful bidder following the Receiver's Sale of the property located at 98 Florence Street, Springfield, Massachusetts.
2. Lifang Luo-Cayode, Ming Tsang and Lisa Cassidy may proceed accordingly with recording documents evidencing their ownership of 98 Florence Street, Springfield, Massachusetts.
3. The Receivership as to 98 Florence Street, Springfield, Massachusetts shall be dissolved upon Lifang Luo-Cayode, Ming Tsang and Lisa Cassidy becoming the record owners of the property. Lifang Luo-Cayode, Ming Tsang and Lisa Cassidy shall employ a local property manager, post the property with emergency contact information, and notify existing tenants of the change of ownership and property management.
4. The Order on Petition to Enforce the State Sanitary Code and for Appointment of a Receiver at 98 Florence Street, Springfield which is recorded at the Hampden County Registry of Deeds at Book \_\_\_\_\_, Page \_\_\_\_\_ is hereby dissolved.

So Entered this 24<sup>th</sup> day of September, 2014.

Hon. 

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