

**COMMONWEALTH OF MASSACHUSETTS  
CITY OF SPRINGFIELD  
OFFICE OF THE TAX TITLE CUSTODIAN**

**CUSTODIAN'S NOTICE OF SALE OF PROPERTY  
ACQUIRED BY FORECLOSURE OF TAX TITLE**

To the former owners of record and to all others concerned:

Notice is hereby given that on May 24, 2011, commencing at 6:00 p.m. at Springfield City Hall, 36 Court Street, School Committee Chambers, 2<sup>nd</sup> Floor, Room 220, Springfield, Massachusetts, acting on behalf of the City of Springfield and in accordance with the provisions of Massachusetts General Laws Chapter 60, I shall offer for sale at public auction the hereinafter described properties acquired by said City by foreclosure of the tax title thereon:

**LOCATION & DESCRIPTION OF PROPERTIES TO BE SOLD:**

1. Land known as **East Side Ardmore Street, Part Lot 98 (Parcel-ID # 00595-0036)**, and being a portion of the premises described in a deed recorded July 16, 1926, in Hampden County Registry of Deeds, Book 1330, Page 13, and supposed to contain about 100 square feet; and being the same parcel described in an Instrument of Taking dated June 27, 1967, and recorded in Hampden County Registry of Deeds, Book 3269, Page 70; and also being the same parcel foreclosed by Judgment of the Land Court, entered June 4, 2007, in Case No.: 06 TL 133936, and recorded in Hampden County Registry of Deeds, Book 16768, Page 569.
2. Land known as **South Side Belmont Avenue (Parcel-ID # 01235-0002)**, and being a portion of the premises described in a deed recorded December 11, 1973, in Hampden County Registry of Deeds, Book 3891, Page 297, and supposed to contain about 864 square feet; and being the same parcel described in an Instrument of Taking dated September 10, 1991, and recorded in Hampden County Registry of Deeds, Book 7810, Page 395; and also being the same parcel foreclosed by Judgment of the Land Court, entered April 27, 2007, in Case No.: 05 TL 132651, and recorded in Hampden County Registry of Deeds, Book 16713, Page 560.
3. Land now known as **North Side Calhoun Street (Parcel-ID # 02226-0004)**, formerly with building thereon and formerly known as 24 Calhoun Street, and being Parcel II described in a deed recorded August 25, 1988, in Hampden County Registry of Deeds, Book 6944, Page 246, and supposed to contain about 2048 square feet; and being the same parcel described in an Instrument of Taking dated September 21, 1994, and recorded in Hampden County Registry of Deeds, Book 8951, Page 335; and also being the same parcel foreclosed by Final Judgment of the Land Court, dated August 14, 2001, in Case No. 117679 T.L., and recorded in Hampden County Registry of Deeds, Book 11904, Page 87.

4. Land now known as **South Side Carpenter Court (Parcel-ID # 02410-0002)**, formerly with building thereon and formerly known as 9 Carpenter Court, and being the parcel described in a deed recorded December 14, 1977, in Hampden County Registry of Deeds, Book 4257, Page 231, and supposed to contain about 2224 square feet; and being the same parcel described in an Instrument of Taking dated July 31, 1984, and recorded in Hampden County Registry of Deeds, Book 5663, Page 108; and also being the same parcel foreclosed by Judgment of the Land Court, entered June 12, 2009, in Case No.: 86 TL 079001, and recorded in Hampden County Registry of Deeds, Book 17873, Page 559.
5. Land now known as **West Side Clifton Avenue (Parcel-ID # 02880-0004)**, formerly with building thereon and formerly known as 14 Clifton Avenue, and being the parcel described in a deed recorded February 28, 2003, in Hampden County Registry of Deeds, Book 12983, Page 99, and supposed to contain about 3079 square feet; and being the same parcel described in an Instrument of Taking dated May 11, 2004, and recorded in Hampden County Registry of Deeds, Book 14296, Page 591; and also being the same parcel foreclosed by Judgment of the Land Court, entered December 8, 2006, in Case No.: 06 TL 134108, and recorded in Hampden County Registry of Deeds, Book 16447, Page 154.
6. Land now known as **North Side Corthell Street, Lot B, Indian Orchard (Parcel-ID # 03290-0015)**, formerly known as Lot 8, and being the parcel described in a deed recorded March 20, 1986, in Hampden County Registry of Deeds, Book 6037, Page 496, and supposed to contain about 689 square feet; and being the same parcel described in an Instrument of Taking dated September 10, 1991, and recorded in Hampden County Registry of Deeds, Book 7810, Page 426; and also being the same parcel foreclosed by Judgment of the Land Court, entered May 15, 2007, in Case No.: 06 TL 134209, and recorded in Hampden County Registry of Deeds, Book 16794, Page 225.
7. Land known as **East Side Dunn Street, Lots 323-324 (Parcel-ID # 04160-0022)**, and being the parcel described in a deed recorded July 14, 1944, in Hampden County Registry of Deeds, Book 1784, Page 55, and supposed to contain about 3200 square feet; and being the same parcel described in an Instrument of Taking dated March 29, 1988, and recorded in Hampden County Registry of Deeds, Book 6811, Page 296; and also being the same parcel foreclosed by Judgment of the Land Court, entered September 5, 2008, in Case No.: 08 TL 136298, and recorded in Hampden County Registry of Deeds, Book 17474, Page 400.
8. Land known as **East Side Dwight Street Extension (Parcel-ID # 04224-0022)**, and being the parcel described in a deed recorded April 21, 1998, in Hampden County Registry of Deeds, Book 10250, Page 343, and supposed to contain about 2774 square feet; and being the same parcel described in an Instrument of Taking dated December 14, 2000, and recorded in Hampden County Registry of Deeds, Book 11502, Page 470; and also being the same parcel foreclosed by Judgment of the Land Court, entered March 28, 2007, in Case No.: 06 TL 133998, and recorded in Hampden County Registry of Deeds, Book 16639, Page 237.

9. Land now known as **West Side Hancock Street (Parcel-ID # 06250-0004)**, formerly with building thereon and formerly known as 20-28 Hancock Street, and being Parcel I described in a deed recorded April 6, 1990, in Hampden County Registry of Deeds, Book 7427, Page 216, and supposed to contain about 3874 square feet; and being the same parcel described in an Instrument of Taking dated September 1, 1992, and recorded in Hampden County Registry of Deeds, Book 8185, Page 595; and also being the same parcel foreclosed by Final Judgment of the Land Court, dated February 27, 2003, in Case No. 98081 T.L., and recorded in Hampden County Registry of Deeds, Book 13101, Page 46.
10. Land now known as **West Side Hancock Street (Parcel-ID # 06250-0014)**, formerly with building thereon and formerly known as 70 Hancock Street, and being the parcel described in a deed recorded February 23, 1961, in Hampden County Registry of Deeds, Book 2793, Page 477, and supposed to contain about 2310 square feet; and being the same parcel described in an Instrument of Taking dated April 13, 1971, and recorded in Hampden County Registry of Deeds, Book 3581, Page 116; and also being the same parcel foreclosed by Judgment of the Land Court, entered February 4, 2009, in Case No.: 91 TL 091673, and recorded in Hampden County Registry of Deeds, Book 17663, Page 170.
11. Land now known as **South Side Lebanon Street (Parcel-ID # 07627-0063)**, formerly with building thereon and formerly known as 25 Lebanon Street, and being the parcel described in a deed recorded June 9, 1989, in Hampden County Registry of Deeds, Book 7190, Page 56, and supposed to contain about 3699 square feet; and being the same parcel described in an Instrument of Taking dated September 21, 1994, and recorded in Hampden County Registry of Deeds, Book 8951, Page 594; and also being the same parcel foreclosed by Judgment of the Land Court, entered December 23, 2009, in Case No.: 98 TL 118269, and recorded in Hampden County Registry of Deeds, Book 18145, Page 127.
12. Land known as **WS Lois Street, Lot 94 (Parcel-ID # 07870-0003)**, formerly with building thereon and formerly known as 14 Lois Street, and being the parcel described in a deed recorded June 14, 1979, in Hampden County Registry of Deeds, Book 4780, Page 159, and supposed to contain about 3200 square feet; and being the same parcel described in an Instrument of Taking dated May 6, 2003, and recorded in Hampden County Registry of Deeds, Book 13328, Page 123; and also being the same parcel foreclosed by Judgment of the Land Court, entered October 1, 2007, in Case No.: 06 TL 133856, and recorded in Hampden County Registry of Deeds, Book 16973, Page 55.
13. Land now known as **West Side Longhill Street (Parcel-ID # 07900-0004)**, formerly with building thereon and formerly known as 18-20 Longhill Street, and being the parcel described in a deed recorded July 1, 1988, in Hampden County Registry of Deeds, Book 6890, Page 169, and supposed to contain about 3197 square feet; and being the same parcel described in an Instrument of Taking dated September 1, 1992, and recorded in Hampden County Registry of Deeds, Book 8186, Page 95; and also being the same parcel foreclosed by Judgment of the Land Court, entered February 4, 2009, in Case No.: 05 TL 132251, and recorded in Hampden County Registry of Deeds, Book 17660, Page 565.

14. Land known as **East Side Massasoit Street, Part Lot 4 (Parcel-ID # 08357-0062)**, and being the parcel described in a deed recorded January 14, 1986, in Hampden County Registry of Deeds, Book 5989, Page 27, and supposed to contain about 3354 square feet; and being the same parcel described in an Instrument of Taking dated June 27, 1995, and recorded in Hampden County Registry of Deeds, Book 9225, Page 94; and also being the same parcel foreclosed by Judgment of the Land Court, entered March 12, 2007, in Case No.: 06 TL 133323, and recorded in Hampden County Registry of Deeds, Book 16660, Page 529.
15. Land now known as **North Side Melrose Street & South Side Marshall Street (Parcel-ID # 08520-0004)**, and being the parcel described in a deed recorded October 25, 1989, in Hampden County Registry of Deeds, Book 7302, Page 498, and supposed to contain about 3570 square feet; and being the same parcel described in an Instrument of Taking dated September 21, 1994, and recorded in Hampden County Registry of Deeds, Book 8954, Page 106; and also being the same parcel foreclosed by Final Judgment of the Land Court, dated January 2, 2003, in Case No. 118788 T.L., and recorded in Hampden County Registry of Deeds, Book 12912, Page 576.
16. Land known as **West Side Milton Street, Indian Orchard (Parcel-ID # 08710-0016)**, and being the parcel described in a deed recorded June 30, 1920, in Hampden County Registry of Deeds, Book 1061, Page 413, and supposed to contain about 3020 square feet; and being the same parcel described in an Instrument of Taking dated December 28, 1954, and recorded in Hampden County Registry of Deeds, Book 2359, Page 395; and also being the same parcel foreclosed by Final Judgment of the Land Court, dated August 27, 2009, in Case No.: 94 TL 102844, and recorded in Hampden County Registry of Deeds, Book 18004, Page 325.
17. Land known as **South Side Monroe Street (Parcel-ID # 08760-0031)**, and being the parcel described in a deed recorded July 8, 1996, in Hampden County Registry of Deeds, Book 9549, Page 200, and supposed to contain about 3581 square feet; and being the same parcel described in an Instrument of Taking dated December 14, 2000, and recorded in Hampden County Registry of Deeds, Book 11502, Page 468; and also being the same parcel foreclosed by Judgment of the Land Court, entered December 12, 2006, in Case No.: 06 TL 133169, and recorded in Hampden County Registry of Deeds, Book 16447, Page 153.
18. Land known as **South Side Monroe Street (Parcel-ID # 08760-0048)**, and being the parcel described in a deed recorded June 29, 1989, in Hampden County Registry of Deeds, Book 7205, Page 384, and supposed to contain about 3232 square feet; and being the same parcel described in an Instrument of Taking dated October 19, 1999, and recorded in Hampden County Registry of Deeds, Book 11033, Page 265; and also being the same parcel foreclosed by Judgment of the Land Court, entered March 20, 2007, in Case No.: 06 TL 133507, and recorded in Hampden County Registry of Deeds, Book 16628, Page 183.

19. Land now known as **West Side Pine Street (Parcel-ID # 09715-0052)**, formerly with building thereon and formerly known as 210 Pine Street, and being the parcel described in a deed recorded July 31, 1990, in Hampden County Registry of Deeds, Book 7514, Page 402, and supposed to contain about 3679 square feet; and being the same parcel described in an Instrument of Taking dated September 14, 1993, and recorded in Hampden County Registry of Deeds, Book 8583, Page 137; and also being the same parcel foreclosed by Final Judgment of the Land Court, dated December 10, 1996, in Case No. 108005 T.L., and recorded in Hampden County Registry of Deeds, Book 9747, Page 77.
20. Land now known as **South Side Queen Street (Parcel-ID # 10005-0021)**, formerly with building thereon and formerly known as 57 Queen Street, and being the parcel described in a deed recorded September 11, 1991, in Hampden County Registry of Deeds, Book 7803, Page 543, and supposed to contain about 1875 square feet; and being the same parcel described in an Instrument of Taking dated November 10, 1998, and recorded in Hampden County Registry of Deeds, Book 10603, Page 237; and also being the same parcel foreclosed by Judgment of the Land Court, entered August 17, 2009, in Case No.: 01 TL 126773, and recorded in Hampden County Registry of Deeds, Book 17968, Page 414.
21. Land known as **North Side Quincy Street (Parcel-ID # 10015-0003)**, and being the parcel described in a deed recorded January 23, 1964, in Hampden County Registry of Deeds, Book 3006, Page 378, and supposed to contain about 1743 square feet; and being the same parcel described in an Instrument of Taking dated November 10, 1998, and recorded in Hampden County Registry of Deeds, Book 10603, Page 40; and also being the same parcel foreclosed by Judgment of the Land Court, entered February 11, 2009, in Case No.: 01 TL 126774, and recorded in Hampden County Registry of Deeds, Book 17663, Page 169.
22. Land known as **South Side Quincy Street (Parcel-ID # 10015-0101)**, and being the parcel described in a deed recorded July 22, 1952, in Hampden County Registry of Deeds, Book 2187, Page 418, and supposed to contain about 2735 square feet; and being the same parcel described in an Instrument of Taking dated September 21, 1994, and recorded in Hampden County Registry of Deeds, Book 8953, Page 594; and also being the same parcel foreclosed by Final Judgment of the Land Court, dated June 4, 2002, in Case No. 126776, and recorded in Hampden County Registry of Deeds, Book 12444, Page 325.
23. Land known as **North Side Walnut Street (Parcel-ID # 11952-0120)**, and being the parcel described in a deed recorded September 19, 1974, in Hampden County Registry of Deeds, Book 4042, Page 165, and supposed to contain about 3591 square feet; and being the same parcel described in an Instrument of Taking dated June 27, 1989, and recorded in Hampden County Registry of Deeds, Book 7215, Page 425; and also being the same parcel foreclosed by Judgment of the Land Court, entered December 8, 2006, in Case No.: 06 TL 133543, and recorded in Hampden County Registry of Deeds, Book 16441, Page 422.

24. Land now known as **North Side Winthrop Street (Parcel-ID # 12400-0014)**, formerly with building thereon and formerly known as 54 Winthrop Street, and being the parcel described in a deed recorded February 16, 1988, in Hampden County Registry of Deeds, Book 6756, Page 531, and supposed to contain about 3041 square feet; and being the same parcel described in an Instrument of Taking dated September 9, 1997, and recorded in Hampden County Registry of Deeds, Book 10042, Page 499; and also being the same parcel foreclosed by Judgment of the Land Court, entered August 15, 2006, in Case No.: 06 TL 133091, and recorded in Hampden County Registry of Deeds, Book 16176, Page 128.

**All properties will be sold only to abutters.**

**All properties will be sold “as is”.**

**The properties may be used solely for open space and parking accessory to an immediately adjacent use under common ownership.**

Minimum deposit to qualify to bid will be \$100.00, payable in certified check, money order or bank check. If the City accepts your bid, said deposit shall be nonrefundable.

Any and all bids at such sale or any adjournment thereof may be rejected if, in my opinion, no bid is made which approximates the fair market value of the property.

All properties will be sold subject to the Terms and Conditions of Sale, a copy of which is attached hereto.

**STEPHEN J. LONERGAN,  
TAX TITLE CUSTODIAN  
May 10, 2011**

## CITY OF SPRINGFIELD ABUTTERS TAX TITLE AUCTION

MAY 24, 2011

### Terms and Conditions of Sale

1. Prior to the start of the auction, all bidders shall be required to provide verification of their deposit in the amount of One Hundred Dollars (\$100.00), in the form of a certified check, bank check or money order, per property, payable to the City of Springfield. The successful bidders' checks will be non-refundable. The successful bidders shall pay the balance of the purchase price at the time of the closing by certified check, bank check, money order or attorney's trustee check. Bids shall be made in a minimum of One Hundred Dollars (\$100.00) increments, or an amount as specified by the Auctioneer.
2. Any materials or documents concerning this auction prepared or furnished by the City of Springfield or the Auctioneer are solely for informational purposes. No warranty or representation is made as to the accuracy or completeness of the information. Prospective purchasers should make their own investigations and inspections and draw their own conclusions.
3. **All properties will be sold only to abutters.**
4. **All properties will be sold "as is".** The City of Springfield, its Tax Title Custodian, its employees, representatives, and/or agents make no warranties or representations as to the properties, including but not limited to, their condition, construction, fitness for habitation or whether they conform to applicable state or local building and sanitary codes.
5. In case of any damage to the premises by fire or other casualty, after the signing and delivery of the Memorandum of Sale of Real Property, the successful bidder shall bear the risk of loss.
6. The properties shall be conveyed subject to any environmental conditions, including, but not limited to, hazardous waste conditions which may or may not be in compliance with any applicable laws, policies or regulations.
7. **The properties may be used solely for open space and parking accessory to an immediately adjacent use under common ownership.**
8. The properties shall be conveyed subject to the right of redemption, if any, of the United States of America.
9. The Tax Title Custodian reserves the right to reject any bid from any bidder, cancel the sale to any bidder and retain the deposit from any bidder who:
  - a. In connection with a previous Tax Title Auction failed to:

1. Close on the purchase of a property;
    2. Perform, in a timely manner, any rehabilitation on a property; and/or
    3. Comply with or violated any terms and conditions of sale;
  - b. Was the owner of any property upon which the City foreclosed for failure to pay:
    1. Real Estate Taxes; and/or
    2. Any other indebtedness; or
  - c. Has current code or ordinance violations or has previously failed to comply with Orders issued by any code enforcement department including, but not limited to, housing, building, fire and zoning, as determined by the City's Code Enforcement Department. Any officer, director, member, or stockholder who holds ten percent (10%) or more of the outstanding stock of a corporation, limited liability company, trust, partnership, joint venture, or any other business entity, which has current code or ordinance violations or has previously failed to comply with Orders issued by any code enforcement department, as determined by the City's Code Enforcement Department, shall cause said corporation, limited liability company, trust, partnership, joint venture, or any other business entity to be subject to the provisions of this paragraph.
10. The Tax Title Custodian reserves the right to reject any and all bids at said auction and may adjourn the same if, in his opinion, no bid is made which approximates the fair market value of the property. Any adjournment thereof may be made from time to time for such periods as the Tax Title Custodian deems expedient giving notice thereof at the time and place appointed for the sale or for any adjournment thereof.
  11. Sale shall not be made to the prior owner or to an agent, representative or straw of the prior owner.
  12. **Sale shall not be made to any person who owes the City of Springfield any monies** in the form of previously incurred real estate taxes, rents, water and sewer charges, motor vehicle excise taxes, personal property taxes, parking tickets or any other indebtedness. A corporation, limited liability company, trust, partnership, joint venture, or any other business entity shall be deemed to be a person within the meaning of this paragraph. Any officer, director, member, or stockholder who holds ten percent (10%) or more of the outstanding stock of said corporation, limited liability company, trust, partnership, joint venture, or any other business entity, and who owes any monies to the City of Springfield as aforesaid shall cause said corporation, limited liability company, trust, partnership, joint venture, or any other business entity to be subject to the provisions of this paragraph.
  13. In the event a deposit is received from any person in violation of these Terms and Conditions of Sale, and the deed of transfer has passed, the purchaser will on demand re-convey to the City of Springfield, at no cost and for no consideration, all his/her right, title and interest in the purchased property. If such a violation of these Terms and Conditions of Sale should be determined to exist prior to the passing of the deed to the property, the sale shall be cancelled. All monies or deposits collected shall be forfeited and applied to any prior real estate taxes, rents,

water and sewer charges, motor vehicle excise taxes, personal property taxes, parking tickets or any other indebtedness owed by the purchaser, former owner, agent, representative, or straw to the City of Springfield on any property owned by the purchaser or the aforementioned.

14. The successful bidder shall be required to submit an Affidavit pursuant to M.G.L. c. 60, §77B. Also, the successful bidder will be required to submit an Affidavit of Disclosure of Property Owned in the City of Springfield. Copies of the aforementioned Affidavits are attached hereto and will also be available at the auction.
15. **The successful bidder shall submit landscaping, fencing, and paving plans to the Office of Planning & Economic Development, 70 Tapley St., Springfield, MA 01104, Attention: Phil Dromey (phone: 413-787-6020) for review and approval prior to transfer of title.** If the parcel is to be used as part of a larger development, plans for the larger development must also be submitted for review and approval.
16. After transfer of title, the timeline for completion of authorized work is as follows:
  - a. All excess trash, brush, rubbish, and debris shall be removed from the property within one (1) month of transfer of title; and
  - b. Any landscaping, fencing, and paving shall be completed within six (6) months of transfer of title.
17. All properties will be sold free and clear of any unpaid real estate taxes or municipal liens assessed prior to foreclosure by the City. However, the successful bidder is required, pursuant to M.G.L. c. 44, §63A, to make a payment in lieu of taxes from the date of the deed transferring title from the City to the successful bidder to **June 30, 2012** (the end of Fiscal Year 2012). Such tax shall be computed by applying the tax rate for such fiscal year to the sale price.
18. An annual "in lieu of tax" payment will be required of any tax-exempt entity purchasing property at this auction. The "in lieu of tax" payment will be calculated as follows:

(Assessed Value Per Thousand) x (Tax Rate) x (Fifty Percent).
19. Upon payment (by certified check, bank check, money order or attorney's trustee check) of the payment in lieu of taxes and the balance of the bid amount by the successful bidder, a duly authorized representative of the City of Springfield will deliver a Quitclaim Deed transferring title from the City to the successful bidder.
20. The City of Springfield will record such deed at the Hampden County Registry of Deeds after the execution thereof and the successful bidder, pursuant to M.G.L. c. 60, §77A, shall pay the expense of such recording. The recording fee for the deed payable to Hampden County Registry of Deeds is One Hundred Twenty-Five Dollars (\$125.00).
21. Each deed from the City conveying a property to a successful bidder shall contain the following conditions, restrictions, or covenants which are to be taken and construed as running with the land are to be binding upon the grantee, his/her successors, assignees, grantees, and lessees for a term of thirty (30) years after the date of the deed creating them unless released by the City of Springfield:

- a. The property may be used solely for open space and parking accessory to an immediately adjacent use under common ownership;
  - b. Any landscaping, fencing, and paving shall be completed within six (6) months of transfer of title; and
  - c. All excess trash, brush, rubbish, and debris shall be removed from the property within one (1) month from the transfer of title.
22. Time line for closing:
- a. The successful bidders must submit all plans to the Office of Planning & Economic Development within forty-five (45) days after auction;
  - b. The Office of Planning & Economic Development will have up to thirty (30) days to approve the plans; and
  - c. Closing will take place within thirty (30) days after the Office of Planning & Economic Development approves the plans.
23. The Tax Title Custodian reserves the right to sell to the second highest bidder in the event that the highest bidder defaults or to the third highest bidder in the event that the second highest bidder defaults. However, this reservation of rights should not be construed as requiring the Tax Title Custodian to sell to the second highest bidder or the third highest bidder in the event of such default.
24. These Terms and Conditions are incorporated into the Memorandum of Sale of Real Property attached hereto. The Tax Title Custodian, in his discretion, may announce additional terms and conditions with respect to the entire auction and/or specific properties at auction at the time of the sale, which terms and conditions are also incorporated into the Memorandum of Sale of Real Property.

**CITY OF SPRINGFIELD**

**By:**

\_\_\_\_\_  
**Stephen J. Lonergan**  
**Tax Title Custodian**

**AFFIDAVIT PURSUANT TO M.G.L. c. 60, §77B**

Re: \_\_\_\_\_, Springfield, MA

I, \_\_\_\_\_, **under the pains and penalties of perjury hereby swear that:**

1. On May 24, 2011, I signed a Memorandum of Sale of Real Property with the City of Springfield for the purchase of property located at \_\_\_\_\_, Springfield, Massachusetts (hereinafter referred to as the "property"); and
2. In signing said Memorandum of Sale of Real Property, I acted on my own behalf and not as an agent, representative or straw of the prior owner; and
3. Neither I, nor any person who would gain equity in the property as a result of the conveyance of the above-mentioned property from the City of Springfield to myself, have ever been convicted of or are currently under indictment for:
  - A) A crime involving the willful and malicious setting of a fire (M.G.L. c. 60, § 77B), or
  - B) Of a crime involving the aiding, counseling or procuring of a willful and malicious setting of a fire (M.G.L. c. 60, § 77B), or
  - C) Of a crime involving the fraudulent filing of a claim for fire insurance (M.G.L. c. 60, § 77B); and
4. I do not, as of this date, owe to the City of Springfield any monies in the form of previously incurred real estate taxes, rents, water and sewer charges, motor vehicle excise taxes, personal property taxes, parking tickets or any other indebtedness; or
  - A) I owe \$ \_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_

(Please state dollar amounts and source of debt, if nothing enter \$0.00)

B) And I have filed in good faith,

- i) An application for an abatement of such Tax which is pending (M.G.L. c. 60, § 77B), or
- ii) A petition before the Appellate Tax Board or the county commissioner which is pending, (M.G.L. c. 60, § 77B); and

- 5. Neither I, nor any person who would gain equity in the property as a result of the conveyance of the above-mentioned property from the City of Springfield to myself, have ever been convicted of violating any law, code, statute or ordinance regarding conditions of human habitation within the last three (3) years; and
- 6. Neither I, nor any person who would gain equity in the property as a result of the conveyance of the above-mentioned property from the City of Springfield to myself, have ever been the owners of any property upon which the City of Springfield foreclosed for failure to pay real estate taxes, rents, water and sewer charges, motor vehicle excise taxes, personal property taxes, parking tickets, or any other indebtedness; and
- 7. Neither I, nor any person who would gain equity in the property as a result of the conveyance of the above-mentioned property from the City of Springfield to myself, is employed by the City of Springfield; or if so,

A) In what capacity? \_\_\_\_\_,  
B) In what department? \_\_\_\_\_.

- 8. Neither I, nor any person who would gain equity in the property as a result of the conveyance of the above-mentioned property from the City of Springfield to myself, has current code or ordinance violations or has previously failed to comply with Orders issued by any code enforcement department including, but not limited to, housing, building, fire and zoning, as determined by the City's Code Enforcement Department.

**In the event that any of the above statements are untrue, I understand that this sale will be cancelled and that all monies collected shall be forfeited and applied to any prior real estate**

taxes, rents, water and sewer charges, motor vehicle excise taxes, personal property taxes, parking tickets or other indebtedness owed by me, the prior owner, agent, representative or straw, to the City of Springfield on any property owned by me or the aforementioned.

And further, I will, on demand, re-convey to the City of Springfield at no cost or consideration all my right, title and interest in and to the property.

Signed and subscribed to under the pains and penalties of perjury:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Witness: \_\_\_\_\_

Date: May 24, 2011

**AFFIDAVIT - DISCLOSURE OF PROPERTY OWNED**

Re: \_\_\_\_\_, Springfield, MA

I, \_\_\_\_\_, under the pains and penalties of perjury hereby swear that I own or have a current interest in the following:

1. List all property you presently own or owned within the last ten (10) years in the City of Springfield. Please denote "c" for property currently owned or "p" for property previously owned. Provide a complete property address.

2. List all property that is now owned or owned within the last ten (10) years in the City of Springfield by any corporation, limited liability company, trust, partnership, joint venture or any other entity which you have an interest in or are associated with. Please denote "c" for property currently owned or "p" for property previously owned. Provide the entity's complete name and complete property address.

The above information is true and correct to the best of my knowledge.

**Signed and subscribed to under pains and penalties of perjury:**

Dated: May 24, 2011

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Witness: \_\_\_\_\_

**MEMORANDUM OF SALE OF REAL PROPERTY**

Dated: May 24, 2011

I hereby acknowledge that \_\_\_\_\_ has/have been declared the highest bidder and purchaser of real property, together with any and all improvements thereon, in Springfield, Hampden County, Massachusetts known as \_\_\_\_\_ for the sum of \$ \_\_\_\_\_, and that s/he has paid into my hands \$100.00 as a deposit, and in part payment of purchase money.

The balance of \$ \_\_\_\_\_ is to be paid in full by August 1, 2011, at which time the purchaser shall receive a quitclaim deed executed by the City Treasurer on behalf of the City of Springfield transferring the title of said City to the above-described property in accordance with Chapter 60, Section 77B, of the Massachusetts General Laws.

The Terms and Conditions of Sale announced at the auction and attached hereto shall apply to this sale.

If the balance due is not paid by August 1, 2011, the above-described property may be resold at public auction and the sum paid as deposit shall be retained by the City in payment of liquidated damages.

\_\_\_\_\_  
Stephen J. Lonergan, Tax Title Custodian  
City of Springfield

I agree to accept the Terms and Conditions of Sale as recited by the Tax Title Custodian and incorporated herein. I agree to pay the balance of \$ \_\_\_\_\_, due on this sale to the Tax Title Custodian on behalf of the City of Springfield, on or before, but no later than August 1, 2011.

Signed this day as a sealed instrument.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Social Security Number