

MEMORANDUM OF TERMS AND CONDITIONS OF SALE

Property Address: 63 Columbus Street
Fitchburg, MA (hereinafter the "Property")

This Memorandum of Sale is made this 2nd day of May, 2017, by and among Scott D. Wolf of Brigs, LLC (the "Receiver"), James Regan (the "Auctioneer") and _____ of _____ (the "Buyer").

Subject to and in accordance with the terms and conditions set forth in that certain Notice of Receiver's Sale of Real Estate 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 Sale of Property Located at 63 Columbus Street, Fitchburg, Massachusetts to Satisfy Receiver's Statutory Priority Lien (the "Order") entered by the Commonwealth of Massachusetts Housing Court, Worcester Division, Worcester County in *Attorney General for the Commonwealth of Massachusetts and the City of Fitchburg, Petitioners v. Estate of Gloria E. Lozeau as owner of the property located at 63 Columbus Street, Fitchburg, Massachusetts; Carol A. Soltis as Trustee of the Viola E. Abramczyk Trust as owner of the Property located at 63 Columbus Street, Fitchburg Massachusetts, Respondents, and Roland H. Lozeau, Jr; David R. Lozeau; Janet K. Cameron; Susan Lozeau, Parties in Interest*, Docket No. 16 CV 599 (the "Receiver Action"). 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 the Receiver Action and subject to the approval of the Commonwealth of Massachusetts Housing Court, Worcester Division, Worcester County. The sale to the Buyer shall be subject to approval by the Court under the terms of the Order.

The Property shall be conveyed subject to any outstanding tenancies and/or leases, the rights of any parties in possession, any tax titles, municipal taxes or 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. c. 21E.

The bid price for which the Property has been sold to the Buyer is \$ _____. 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

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 ____ day of _____, 201_.

Buyer

Address

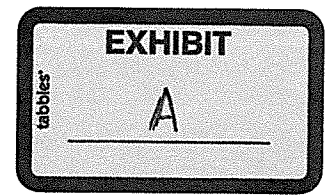
Telephone Number

Receiver By:

Scott Wolf

Auctioneer By:

James Regan, License No. AU331



NOTICE OF RECEIVER'S SALE OF REAL ESTATE

By virtue of an Order of the Housing Court, Worcester Division, Worcester County in ATTORNEY GENERAL FOR the COMMONWEALTH OF MASSACHUSETTS and THE CITY OF FITCHBURG, Petitioners v. ESTATE OF GLORIA E. LOZEAU as owner of the property located at 63 Columbus Street, Fitchburg, Massachusetts; CAROL A. SOLTIS AS TRUSTEE OF THE VIOLA E. ABRAMCZYK TRUST as owner of the property located at 63 Columbus Street, Fitchburg, Massachusetts, Respondents, and ROLAND H. LOZEAU, JR.; DAVID R. LOZEAU; JANET K. CAMERON; SUSAN LOZEAU; Parties in Interest, Docket No. 16-CV-599, the Court has granted the Receiver, Scott D. Wolf and Brigs, LLC, authorization to sell the property located at 63 Columbus Street, Fitchburg, Massachusetts, to satisfy its priority lien pursuant to M.G.L. c. 111, §127I. The record owners of the premises are the estate of Gloria Lozeau and the Viola E. Abramczyk Trust.

The same will be sold at Public Auction at 10:00 a.m. on May 2, 2017 on the premises located at 63 Columbus Street, Fitchburg, Massachusetts which is described as follows:

A certain tract of land, with the buildings thereon, situated in the westerly part of Fitchburg, Worcester County, Massachusetts, on the easterly side of Chester Street and southerly side of Columbus Street, bounded and described as follows: Beginning at the northwesterly corner thereof at the intersection of said streets; thence S 1° 17' W by said Chester Street sixty feet to a stone bound at land now or formerly of one Masse; thence S. 88° 43' E. by said Masse land fifty-five and 5/10 feet to a stone bound at land of one Boucher; thence N. 1° 17' E. by said Boucher land sixty feet to a stone bound at said Columbus Street; thence N. 88° 43' W. by said Columbus Street fifty-five and 5/10 feet to the place of beginning. Containing 3330 square feet of land. Being the same recorded with the Worcester Northern District Registry of Deeds Book 4393, Page 305 recorded October 31, 2002.

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 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 the offices of the Receiver's attorney, Turk & Quijano, LLP, 639 Granite Street, Suite 305, Braintree, MA 02184 within 30 days from the date of sale, or at such other time as may be designated by receiver. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. The description contained in the Deed recorded at Worcester District Registry of Deeds in Book 4393 Page 305 shall control in the event of a typographical error in this publication. Other terms to be announced at sale.

Scott Wolf, Receiver
Erica L. Belden, Esquire
Turk & Quijano, LLP
639 Granite Street, Suite 305
Braintree, MA 02184
Tel: (781) 356-4200
Email: ebelden@tqlawfirm.com

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, ss

HOUSING COURT DEPARTMENT
 WORCESTER DIVISION
 CIVIL ACTION NO. 16-CV-599

ATTORNEY GENERAL for the)
COMMONWEALTH OF MASSACHUSETTS,)
And the CITY OF FITCHBURG,)
Petitioners,)
)
v.)
)
ESTATE OF GLORIA E. LOZEAU as owner of)
The property located at 63 Columbus Street,)
Fitchburg, Massachusetts; CAROL A. SOLTIS AS)
TRUSTEE OF THE VIOLA E. ABRAMCZYK)
TRUST as owner of the property located at 63)
Columbus Street, Fitchburg, Massachusetts,)
Respondents,)
)
And)
)
ROLAND H. LOZEAU, JR.; DAVID R. LOZEAU;)
JANET K. CAMERON; SUSAN LOZEAU;)
Parties in Interest.)
)

**ORDER AUTHORIZING SALE OF PROPERTY LOCATED AT
 63 COLUMBUS STREET, FITCHBURG, MA BY PUBLIC AUCTION
 FOR THE PURPOSE OF SATISFYING THE RECEIVER’S LIEN**

Upon hearing and consideration of Receiver’s Motion for Authority to Sell 63 Columbus Street, Fitchburg, MA for the Purpose of Satisfying the Receiver’s Lien, and after notice and no opposition thereto; and the Court having reviewed the entire record and being sufficiently satisfied that good cause exists,

THE COURT HEREBY ORDERS THAT:

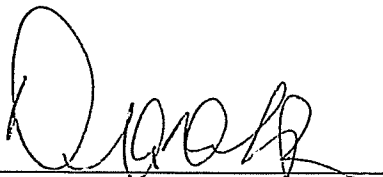
1. This Court has jurisdiction over this proceeding and the Receivership property affected thereby;

2. Scott D. Wolf was appointed as receiver and was given the authority to take possession of the property located at 63 Columbus Street, Fitchburg, MA, to repair and correct the Property and maintain it in a safe and healthful condition, and to remove the extensive accumulation of trash, rubbish, and debris at the Property.
3. The Receiver has incurred fees, costs and expenses in this Receivership for removing rubbish from and securing the premises.
4. The Receiver has a lien for all of the work it has done on the property, and all other costs and expenses of the receivership per the provisions of M.G.L. ch. 111, §127I.
5. Because the property produces no income, there is no means to satisfy the Receiver's statutory lien.
6. The Receiver is therefore authorized to sell the Receivership property by public auction for the purpose of satisfying the Receiver's lien.
7. For purposes of selling the property, the Receiver may pursue the following procedure:
 - a. The Receiver shall prepare a Notice of Sale which shall indicate the following:
 - a.1. The street address and legal description of the property to be offered for sale by public auction;
 - a.2. The name of the titled owner(s) of the property;
 - a.3. The date, time and place of the sale; and
 - a.4. That the Housing Court has granted the Receiver authorization to sell the property to satisfy its lien under M.G.L. ch. 111, §127I.
 - b. The Receiver's Notice of Sale to be served on the record owners of the property, and every junior lienholder, whose lien is of record 30 days prior to the auction sale date, by mailing each a copy by certified mail, RRR, at least 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, and the mortgage holder may bid in all or part of its debt. The Receiver reserves the right to reject all bids.
 - d. The Receiver shall arrange for the publication of the Notice of Sale. The Notice must be published once a week for three (3) successive weeks in the Sentinel & Enterprise, a newspaper of general circulation in the City of Fitchburg, the first publication being at least 21 days prior to the sale date. 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 the 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.
8. 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 5 day of April, 2017.



Hon.