

Mortgagee's Foreclosure AUCTION

698+/- SF, 1-BEDROOM, 1-BATH RESIDENTIAL CONDO

In "Brush Hill Condominiums"

80 BRUSH HILL AVE. UNIT 61, W. SPRINGFIELD, MA Thursday, November 6 at 11:00 am On-site

MA Auc. Lic. #111





The following information is provided to you as a matter of convenience only, and no representation or warranty, expressed or implied, is made as to its accuracy or completeness.

Prospective purchasers of the auction property are responsible for conducting such due diligence of their own as they consider appropriate, prior to bidding at the auction sale.

All information contained within this Property
Information Packet was derived from reliable sources and
is believed to be correct, but is not guaranteed. Buyers
shall rely entirely on their own judgment and inspection.

Announcements from the Auction Block will take precedence over any previously printed material or any other oral statements made.

TERMS AND CONDITIONS OF SALE

MORTGAGEE: Stage Point Fund, LLC

MORTGAGOR: Elim Enterprises

LOCATION: 80 Brush Hill Avenue, #61, West Springfield, MA

DATE: November 6, 2025

TERMS OF SALE:

- 1. All the right, title and interest in conveyed by Mortgagor to Mortgagee in that certain "Mortgage" recorded in the Hampden County Registry of Deeds in Book 24649 Page 276 will be sold, subject to the terms and conditions in the published Notice of Sale, a copy of which is attached hereto, and those hereinafter set forth. The terms and conditions herein shall be collectively referred to as the "Agreement".
- 2. The right, title, and interest conveyed to the Mortgagee in the Mortgage and sold under these terms is hereinafter referred to as the "Property". The Property is commonly known as 80 Brush Hill Avenue, #61, West Springfield, MA and consists of the land and buildings described in the legal description attached to the Mortgage.
- 3. A deposit of **10% of the Purchase Price** (as defined in Paragraph 6 below) (the "Deposit") in certified check or bank check shall be paid within two business days to the Auctioneer or Counsel for Mortgagee, with Ten Thousand (\$10,000) of the Deposit (the "Initial Deposit") immediately payable by certified check or bank check to the Auctioneer. The payment of the Initial Deposit shall be payable by any bidder who submits the winning bid.
- 4. If a bidder who appears to have submitted the winning bid does not, at the conclusion of the auction, pay the Initial Deposit, the Property may, at the discretion of the Auctioneer,

be immediately re-auctioned, upon these terms and conditions, or offered to the next highest bidder or subsequent high bidder(s) without further notice. In such an event, said defaulting bidder is not released from any claims the Mortgagee might have against said defaulting bidder, including, but not limited to said bidder's failure to tender the entire Deposit, or for economic damages in the form of the Mortgagee's forced acceptance of a lower Purchase Price on account of said bidder's default.

- 5. Upon submission of the Initial Deposit, the winning bidder shall become known as the "Purchaser" under this Agreement.
- 6. The winning bid is subject to an auctioneer's fee of 3% in the form of a buyer's premium payable at closing. The winning bid and the 3% premium constitute the "Purchase Price."
- 7. The balance of the Purchase Price shall be paid in cash or by certified or bank check payable to the Mortgagee in or within thirty (30) days from the date of the auction.

 Mortgagee may elect to extend the closing date for an additional thirty (30) days in its sole discretion.
- 8. At the time of the closing described in Paragraph 7, a Foreclosure Deed, in the usual form, without covenants or warranties, will be delivered to the Purchaser on receipt of the full balance of the Purchase Price.
- 9. If the Purchaser fails to tender the balance of the Deposit, or the Purchase Price at the times and places above provided, the Purchaser shall be in breach of this Agreement and the Mortgagee, at its option, may take any action it deems suitable to dispose of the Property, including, but limited to, offering the Property to the next highest bidder or subsequent high bidder(s) at the original sale which is ready, willing, and able to comply

- with this Agreement, without notice to the Purchaser and without previously tendering a deed to the Purchaser.
- 10. Any action taken by Mortgagee in response to a breach of this Agreement by the Purchaser shall not, however, release the Purchaser from liability for breach of contract. In case of such default, Mortgagee shall have the right, whether or not the Property is resold, to retain the Deposit, or any portion thereof, either as liquidated damages, or as security for the payment by the Purchaser of additional damages to which the Mortgagee may be entitled by reason of Purchaser's default, as the Mortgagee may elect, without prejudice to any right to other or further damage or to pursue any remedy, legal or equitable, which shall accrue by reason of such default.
- 11. The risk of loss shall pass to the Purchaser upon payment of the Initial Deposit and, therefore, it is the Purchaser's obligation to produce fire and casualty insurance on the Property effective as of the time of the acceptance of the Initial Deposit. In the event of loss or damage to the Property by fire or other casualty between the time of sale and the tender of the deed, the Purchaser shall remain obligated to pay the full balance of the Purchase Price.
- 12. This sale is made without representations, warranties, or guaranties in regard to the title or any liens, encumbrances, attachments, levies, mortgages, easements, rights of way, occupancies, leases or other defects concerning said title.
- 13. This sale is subject to any and all restrictions, easements and existing encumbrances of record prior to the Mortgage, if any there be, insofar as the same are still in force and

applicable to the premises, and to all taxes, tax liens, municipal betterments and

assessments, if any.

14. The Purchaser shall be responsible for the documentary deed stamps which are required

to be affixed to the deed.

15. The Property is sold AS IS. The sale is made without representations, warranties or

guaranties concerning the condition of the Property. The Purchaser has not relied upon

any purported representations by Auctioneer or Mortgagee of any sort whatsoever

concerning the Property. Any personal property remaining on the Property is the

responsibility of the successful bidder.

16. The Purchaser shall assume responsibility for and costs relating to compliance with Title

5 of the State Environmental Code, state and city requirements regarding smoke detection

equipment, and lead paint regulations, all as applicable. Mortgagee makes no warranties

or representations regarding the property's current compliance with any state or local

regulations or laws.

17. Should Mortgagee elect not to convey the Property in its sole discretion, Purchaser's sole

remedy under this Agreement shall be the return of any Deposit it has paid at the time of

Mortgagee's election.

18. Time is of the essence with respect to the closing provided herein.

AUCTIONEER

WEST SPRINGFIELD, MASSACHUSETTS

November 5, 2025

4

In consideration of the accep	tance of my bid	by JJ Manning, Auctio	oneer, I hereby agree to
pay the sum of (Dollars) (\$	00), which is my
winning bid of	Dollars (\$	00) plus a b	ouyer's premium of 3%,
which is Dollars (\$.00) for the real estate do	escribed in the attached
Notice of Sale, purchased by me this	s 6 th day of Nove	ember, 2025 at Public	Auction, of which sum
I agree to pay to Auctioneer or Mort	gagee 10% as a	Deposit within the nex	at two business days, of
which Deposit Ten Thousand Dolla	rs (\$10,000.00)	I have paid this day;	and I agree to comply
with the terms and conditions of sale	e set forth above	and in the notice of sa	ale.
		PURCHASER:	
		COUNSEL FOR MO	RTGAGEE:
IN THE PRESENCE OF:			
_			
Purchaser Information:			

Name:
Address:
Email:
Phone:
Title will vest in:

MORTGAGEE'S SALE OF REAL ESTATE

80 Brush Hill Ave #61

West Springfield, Massachusetts 01809

By virtue and in execution of the Power of Sale contained in a certain mortgage given by

ELIN Enterprises, Inc. to Stage Point Fund, LLC dated July 21, 2022 and recorded with the

Hampden County Registry of Deeds, Book 24649, Page 276 of which mortgage the undersigned

is the present holder, for breach of the conditions of said mortgage and for the purpose of

foreclosing the same will be sold at Public Auction at November 6, 2025 at 11:00 a.m., on the

mortgaged premises at 80 Brush Hill Ave, Apt. 61, West Springfield, Massachusetts hereinafter

described all and singular the premises described in said mortgage,

To wit:

The premises described as Unit No. 61, 80 Brush Hill Avenue, the Condominiums

at Brush Hill, Situated in West Springfield, Hampden County, Massachusetts, a condominium established pursuant to Massachusetts General Laws Chapter 183A

by a Master Deed Dated July 15, 1987 and recorded in Hampden County Registry

of Deeds in Book 6560, Page 254 as amended, together with interest in the common

areas and facilities appurtenant thereof, said Unit being more particularly described and designated in the Condominiums at Brush Hill documents recorded in said

Registry of Deeds, in accordance with the terms thereof.

Subject to conditions, reservations, easements, and restrictions of record, insofar as

the same may be now in force and applicable.

PROPERTY ADDRESS:

80 BRUSH HILL AVE, #61

WEST SPRINGFIELD, MA 01809

PARCEL ID: C03-00003-61-001

Said premises will be sold subject to any and all restrictions, easements, and existing

encumbrances of record prior to the mortgage, if any there be, insofar as the same are still in force

and applicable to the premises, and to all taxes, tax liens, municipal betterments and assessments,

if any.

Terms of Sale:

Ten Thousand Dollars (\$10,000) initial deposit in certified check, or bank check is

required to bid at time and place of sale with an additional Ten Percent (10%) deposit due within

two business days of the sale. The balance of the purchase price shall be paid in or within thirty

(30) days from the date of sale. A mortgagee's deed in the usual form, without covenants or

warranty, will be delivered on receipt of the full balance of the purchase price. The successful

bidder shall be required to sign a Memorandum of Terms of Sale containing the above terms at

the auction sale. In the event of error in this publication, the description of the premises contained

in said mortgage shall control.

Other terms to be announced at the sale.

Respectfully submitted, STAGE POINT FUND, LLC

By: Its Attorney

/s/ Patrick J. McDonald

Patrick J. McDonald, Bar No. 8661

Hinshaw & Culbertson LLP

56 Exchange Terrace Providence, RI 02903

617-213-7032

401-751-0072 (facsimile)

pmcdonald@hinshawlaw.com

Dated: , 2025

(Publish: <u>Springfield Republican</u>, and _____, 2025)

STATE TAX FORM 290 GEN. LAWS CHAP. 60,SEC. 23 AS AMENDED,CHAP. 250, 1987

MUNICIPAL LIEN CERTIFICATE THE COMMONWEALTH OF MASSACHUSETTS

Town of West Springfield Office of the Collector of Taxes

Requested By:

HINSHAW & CULBERTSON LLP 53 STATE STREET, 27th FLR BOSTON, MA 02109

I certify from available information that all taxes, assessments and charges now payable that constitute liens as of the date of this certificate on the parcel of real estate specified in your application received on 10/27/2025 are listed below

DESCRIP	TION	OF	REAL	ES	TATE	

Map/Parcel C	03-00003-61-001	Land	0	Land Area	0	Book	24.649
Unit		Building	122200	Cert #	0	Page	0274
District	0	Other	0	Doc#	0	Deed Date	07/22/2022
		Total	122200			Certificate #	26000187
						Cert Date	10/27/2025

Name of person assessed

ELIM ENTERPRISES INC

Location of Property

80 BRUSH HILL AVE U61

Interest thru 10/27/2025

-common or reporty	oo Brobit tiibb t	BRODIT THEE TIVE COT						
Year Description	Total Billed	Balance	Interest	Demand & Fees	Total Due	PerDiem		
2026 RE Q2	455.11	455.11	0.00	0.00	455.11	0.00		
2026 RE Q1	455.11	455.11	15.19	0.00	470.30	0.17		
2025 RE	1,820.41	1,820.41	216.48	5.00	2,041.89	0.70		
2024 RE	1,736.78	0.00	0.00	0.00	0.00	0.00		
Total Taxes	4,467.41	2,730.63	231.67	5.00	2,967.30	0.87		
2024 TT	2,067.22	2,067.22	162.21	0.00	2,229.43	0.91		
2023 TT	1,265.58	1,265.58	269.62	0.00	1,535.20	0.55		
Total Tax Title	3,332.80	3,332.80	431.83	0.00	3,764.63	1,46		
Property Total	7,800.21	6,063.43	663.50	5.00	6,731.93	2.33		

For uncommitted water, sewer and misc charges, please contact the water department.

For Tax Title amount, please contact the Collector's office at 413-263-3004.

RE Bill Number:

3475

Pls advise your client to unsubscribe ebillings for Real Estate and Water and Sewer, as new owner will not receive future bills. Pls call if you have any questions.

Unpaid utility and other charges

PER DIEM AFTER 10/27/2025

2.33

TOTAL RE TAXES 2,967.30

TOTAL MISC

3,764.63

TOTAL DUE

6,731.93

Collector of taxes for

Town of West Springfield

NAME OF CITY OR TOWN

Tocho Hovo

698± sf 1-BR, 1-BA Residential Condo

In Brush Hill Condominiums 80 Brush Hill Ave Unit 61, W Springfield, MA



AUCTION: Thursday, November 6 at 11am On-site

Convenient to shopping, restaurants, schools & recreation. Close to Route 5 & bus service with easy access to I-91. 16± miles to Bradley International Airport.

Complex: 74± units in 3 detached brick & vinyl sided 2-story buildings built in 1969 featuring a central entry circle with landscaped grounds & paved parking surrounding comprise "The Condominiums at Brush Hill"

Master Deed: Hampden County 6560/254 as amended

Unit Deed: Hampden County 24649/274

Terms of Sale:

10% ccertified deposit of which \$10,000 in certified or bank check at this Mortgagee's Foreclosure auction & remainder within 2 business days. Balance in 30 days. Other terms, if any, announced at the sale. All information derived from reliable sources believed correct,

Unit Locus: Building 3, Level 2, Unit 61 Gross Living Area: 698± sf with 1 bedroom, 1 bath, living room, kitchen

Heat: Gas-fired forced hot air Water & Sewer: Municipal Monthly HOA Fee: \$358.50 Parcel ID: C03-00003-61-001

Zoning: RC

but not quaranteed. Buvers shall rely entirely on their own judgment and inspection. Announcements from the Auction Block take precedence over any previously printed material or any other oral statements made. JJManning Auctioneers is acting exclusively on behalf of Seller in this transaction.



Property Information & Full Terms at:

JJManning.com 800.521.0111

179 Old King's Hwy, Yarmouth Port, MA 02675









MA Auc Lic 111 • MA Broker Lic 5850 Brochure 1854 · Ref 25-2163

80 BRUSH HILL AVE #U61 Property Location C0/3 3/61// Bldg Name State Use 1021 Map ID Vision ID 426 Account # C03-00003-61-00 Blda # 1 Sec # 1 of 1 Card # 1 of 1 Print Date 11/25/2024 11:26:59 A **CURRENT OWNER CURRENT ASSESSMENT** TOPO UTILITIES STRT/ROAD LOCATION Description Code Assessed Assessed ELIM ENTERPRISES INC 1022 RESIDNTL 1021 122,200 122,200 WEST SUPPLEMENTAL DATA ATTN: MARLON HOLMES SPRINGFIELD, MA Alt Prcl ID 040-001-003 80 BRUSH HILL AVE #U61 SUB-DIV 040 РНОТО MAP WEST SPRINGFIELD MA 01089 WARD BLOCK 001 VISION 003 PREC. LOT GIS ID F 349448 2880175 Assoc Pid# 122,200 Total 122.200 RECORD OF OWNERSHIP BK-VOL/PAGE | SALE DATE | SALE PRICE VC Q/U V/I PREVIOUS ASSESSMENTS (HISTORY) Code Assessed Year Code Assessed V Year Code Assessed Year ELIM ENTERPRISES INC U 1U 24649 0274 07-22-2022 78.500 1021 122,200 2024 1021 117.100 1021 95.900 GLOVER, CARL E 13327 0300 06-27-2003 Q 60,500 00 2025 2023 SMALL MALISSA J 11217 0365 06-01-2000 Q 41,000 00 MAHONEY DONALD 06871 0505 06-17-1988 Q 62,000 00 PERRINE JAMES J 06560 0254 07-16-1987 U 1N Total 122,200 Total 117,100 Total 95.900 **EXEMPTIONS** OTHER ASSESSMENTS This signature acknowledges a visit by a Data Collector or Assessor Number Year Code Description Amount Code Description Amount Comm Int APPRAISED VALUE SUMMARY 122,200 Appraised Bldg. Value (Card) Total 0.00 ASSESSING NEIGHBORHOOD Appraised Xf (B) Value (Bldg) Nbhd Name Nbhd В Tracing Batch 0 Appraised Ob (B) Value (Bldg) 0001 Appraised Land Value (Bldg) NOTES Special Land Value **BRUSH HILL CONDOS** Total Appraised Parcel Value 122,200 **BLDG3 UNIT61 LEVEL2** С CA%=1.22% SIZE=698SF Valuation Method ADJ SIZE=1250\$ UNIT#61 Total Appraised Parcel Value 122,200 **BUILDING PERMIT RECORD VISIT/CHANGE HISTORY** Issue Date Date Comp Purpost/Result Permit Id Type Description Amount Insp Date % Comp Comments Date Id Type Is Cd 07-27-2022 SK 47 ChangeLegal Ownership PRC REQUEST RE 07-23-2003 HL 26 07-23-2003 47 ChangeLegal Ownership HL ChangeLegal Ownership 08-02-2000 47 KA BO 01-01-1988 Α LAND LINE VALUATION SECTION В Use Code Dist Land Units Unit Price Site Index Nbhd. Nbhd. Adi Location Adjustmen Adi Unit P Land Value Description Zone Land Type Size Adj Cond. Notes 1021 CONDO NL RC 0 SF 42.81 0.89000 3 1.000 38.1 1.00 0.0000 0| SF Total Card Land Units Parcel Total Land Area 0 Total Land Value 0

80 BRUSH HILL AVE #U61 State Use 1021 Property Location C0/3 3/61// Bldg Name Vision ID 426 Account # C03-00003-61-00 Blda # 1 Sec # 1 of 1 Card # 1 of 1 Print Date 11/25/2024 11:27:00 A **CONSTRUCTION DETAIL CONSTRUCTION DETAIL (CONTINUED)** Element Description Element Cd Description Style: 55 Condominium Model 05 Res Condo Grade 03 Average Stories: 1 Story CONDO DATA Occupancy C 03 Owne 0.0 Parcel Id 111461 Interior Wall 1: Drywall/Sheet 05 BRUSH HILL CON B 1 S 1 Interior Wall 2: Factor% Adjust Type Code Description Interior Floor 1 Carpet 14 Condo Flr 100 Interior Floor 2 Condo Unit 100 Heat Fuel: Gas 03 COST / MARKET VALUATION Forced Hot Air Heat Type: 04 (698 sf) AC Type: Central 03 **Building Value New** 169,754 Ttl Bedrms: 1 Bedroom 01 Ttl Bathrms: 1 Full Ttl Half Bths: 1969 Year Built Xtra Fixtres 1969 Effective Year Built Total Rooms: Depreciation Code Α Bath Style: Remodel Rating Kitchen Style: Year Remodeled Depreciation % 28 lo Functional Obsol External Obsol Trend Factor Condition Condition % Percent Good 72 122.200 Cns Sect Rcnld Dep % Ovr Dep Ovr Comment Misc Imp Ovr Misc Imp Ovr Comment Cost to Cure Ovr Cost to Cure Ovr Comment OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B) L/B Units Unit Price Yr Blt Cond. Cd % Gd Grade Grade Adj. Appr. Value Code Description **BUILDING SUB-AREA SUMMARY SECTION** Code Description Living Area | Floor Area Eff Area Unit Cost Undeprec Value BAS 169.754 First Floor 698 698 243.20 698

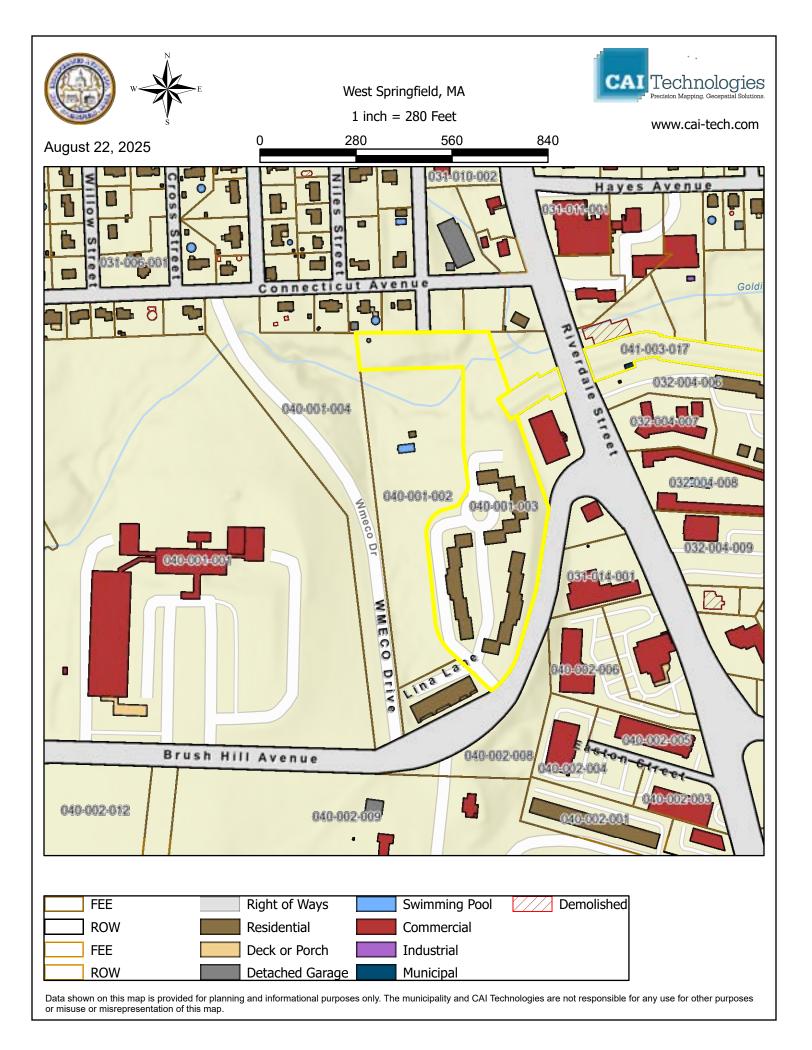
169,754

Ttl Gross Liv / Lease Area

698

698

698





THANK YOU FOR REVIEWING THE ENTIRE PROPERTY INFORMATION PACKAGE. WE LOOK FORWARD TO SEEING YOU AT THE AUCTION. IF YOU HAVE ANY QUESTIONS PLEASE DON'T HESITATE TO CONTACT US.



Justin Manning, CAI, AARE
President
Phone: 800-521-0111

Fax: 508-362-1073

JJManning.com

auctions@JJManning.com

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JJManning Auctioneers specializes in the accelerated marketing of residential and commercial real estate. We work with progressive sellers and real estate brokers to offer dynamic and award-winning marketing solutions.

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