

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MASSACHUSETTS
WESTERN DIVISION**

In re:
GREENFIELD SILVER, INC.
f/k/a Lunt Silversmiths, Inc.

Debtor

Chapter 11
Case No. 09-32228-HJB

**APPLICATION TO EMPLOY H. CLARK ABBOTT AS CONSULTANT AND EXPERT
WITNESS IN ADVERSARY PROCEEDING**

(REQUEST TO LIMIT NOTICE)

Now comes the debtor-in-possession, Greenfield Silver, Inc. f/k/a Lunt Silversmiths, Inc. (the "Debtor"), by and through counsel, and hereby respectfully prays that it be granted authority to employ H. Clark Abbott ("Abbott") as a consultant and expert witness in an adversary proceeding to be filed by the Debtor and S&W Realty Corporation ("Realty") to establish title to real estate by adverse possession. In support thereof, the Debtor respectfully states as follows:

BACKGROUND

1. On December 18, 2009, the Debtor filed a petition for relief under Chapter 11 of the Bankruptcy Code with this Court.
2. The matters set forth herein constitute core proceedings, pursuant to 28 U.S.C. §157(b)(2)(A).
3. Prior to the filing of the petition the Debtor operated a silver flatware and giftware manufacturing and retail business. The Debtor has ceased operations and intends to liquidate all of its assets.

THE PREMISES

4. The last significant asset the Debtor intends to liquidate is its real estate known as Unit B of the 298 Federal Street Commercial Condominium, a condominium created by a Master Deed recorded in the Franklin County Registry of Deeds in Book 3812, Page 4 (the "Condominium"). The Debtor also owns 60% of the common area of the Condominium. Unit B consists of office space and a manufacturing facility, now vacant, which the Debtor used in the operation of its business.

5. The Condominium consists of one other unit, Unit A, which is owned by Realty, a corporation organized under the laws of Massachusetts. Realty is not a bankruptcy debtor. Unit A is commercial retail space. Realty owns 40% of the common area of the Condominium.

6. James H. Lunt ("Lunt") owns 100% of Realty and is a majority owner of the Debtor.

7. The two units in the Condominium, Unit A and Unit B are from time to time hereinafter collectively referred to as the "Premises."

THE PREMISES' TITLE ISSUES/ADVERSE POSSESSION

8. Title to portions of the Premises is clouded, which affects Unit B and the common area of both units. The Debtor and Realty intend to file a complaint in this case requesting an order declaring that they own their respective units and fractional proportions of the common area, to the extent they are clouded, by adverse possession (the "Adversary Proceeding").

9. Upon information and belief, a portion of the Unit B Premises lacks record title. More specifically, a deed from David Banks to T. Morey & Son, a New Jersey corporation dated December 21, 1910 is recorded in the Franklin County Registry of Deeds in Book 570, Page 340 conveying a portion of Unit B known as the "T. Morey & Son Building." No deed appears on

record granting the T. Morey & Son Building to Rogers, Lunt & Bowlen, the Debtor's predecessor ("RLB").

10. However, the Debtor believes that RLB took possession of the Premises at least 20 years ago and continued to occupy and possess the Premises up until it sold Unit B to the Debtor on July 31, 2001, by deed recorded in Franklin County Registry of Deeds, Book 3894, Page 34 and sold Unit A to Realty on July 16, 2001 by deed recorded in Franklin County Registry of Deeds, Book 3812, Page 40. See Exhibit A.

11. Prior to RLB's conveyance to the Debtor and Realty, RLB openly and notoriously occupied and possessed said Premises as evidenced by the granting of a real estate mortgage on the Premises to USTrust, recorded in the Franklin County Registry of Deeds, Book 3486, Page 236 dated April 21, 1999. A copy of the mortgage is attached as Exhibit B.

12. Said mortgage was discharged on March 29, 2004. The discharge is recorded in the Franklin County Registry of Deeds, Book 4708, Page 142. A copy of the discharge of mortgage is attached as Exhibit C.

13. Upon information and belief, a portion of the Unit A Premises also lacks record title, namely a fraction of the Premises' common area which resulted when the Premises was declared as a Condominium and the units and common areas were so designated.

14. The Debtor and Realty will establish that the affected portions of the Premises belong to them by virtue of adverse possession because the Premises have been openly, exclusively and continuously in the uninterrupted possession of the Debtor and Realty and their predecessor RLB for nearly a century.

SCOPE OF EMPLOYMENT

15. The Debtor wishes to employ Abbott as its consultant and to testify as an expert in the Adversary Proceeding and to perform all services necessary to enable him to establish adverse possession as an expert and consultant, including the following:

- (a) Conduct and prepare a title examinations for the Premises;
- (b) For notice purposes, perform due diligence to determine whether T. Morey & Son is still an active corporation and its notice address; if not active, then determine when it ceased operations;
- (c) Conduct research of historical records, archives and/or newspapers for evidence as to why T. Morey & Son vacated and why a deed was never recorded;
- (d) Conduct research of the City of Greenfield's building and tax records to determine when RLB took possession of the Premises; and
- (e) Perform any other services necessary to prove title by adverse possession.

COMPENSATION

16. The Debtor seeks to compensate Abbott at a rate of \$150.00 per hour for his services relating to the Adversary Proceeding and pay Abbott's necessary expenses for items including, but not limited to, certification of title, travel, photocopies, cost of obtaining certified documents, research database fees, etc.

17. If this application is approved by this Court, Abbott will seek compensation of the above-referenced services and expenses incurred in the Adversary Proceeding related to both the Debtor and Realty, a non-debtor, as is justified by the following facts.

18. The City of Greenfield (the "City") is interested in purchasing both Unit A and B, including all of the Condominium's common area, and will not consider a purchase of only a portion of the Condominium. The Debtor and Realty have entered into an agreement granting the City the exclusive option to purchase the Premises ("OTP"), approved by this Court January 20, 2011. Under the terms of the OTP, the City will pay a fee directly to the Debtor in consideration of the grant of an option to purchase the entire Premises, including that portioned owned by the non-debtor, Realty. Use of the fee by the Debtor is the subject of a companion agreement by and between the Debtor and Realty, which is discussed immediately below.

19. The Debtor and Realty have entered into an Agency Agreement, approved by this Court on January 20, 2011, whereby the Debtor will act as the agent of Realty. The Debtor will have complete control of the negotiations and sale of the Premises to the City including Realty's Unit A, which is not an asset of the bankruptcy estate. In the Agency Agreement, Realty also grants the Debtor the right to receive the fees paid under the OTP by the City. Among other things, the fee is to be utilized to pay any professionals who are necessary in the Adversary Proceeding to clear title for the entire Premises, such as title experts and attorneys, so that the Premises may ultimately be sold with clear and marketable title.

20. In addition, the Creditor's Committee in this case has alleged that the Debtor has claims against Realty and Lunt, owner of Realty and majority owner of the Debtor. Realty and Lunt contend they have claims against the Debtor, including without limitation, administrative priority claims and general unsecured claims previously filed with the Clerk of this Court. To resolve this issue, Lunt, the Debtor and Realty have entered into an agreement for releases of claims (the "Agreement for Releases"), approved by the Committee, and this Court on January 20, 2011. In consideration for a release of the claims, Realty has agreed to receive a lesser

portion of the proceeds of the potential sale with the City than it would be otherwise entitled (Realty to receive 38% and the Debtor to receive 62%).

21. Realty has relinquished a significant amount of control to the Debtor in the OTP and Agency Agreement, as well as agreed to take a reduced amount of the potential sale proceeds in the Agreement for Releases. In return, among other things, the Debtor seeks to employ Abbott as a consultant and expert to clear title to the entire Premises, which benefits both Realty and the Debtor, but is paramount to enable the Debtor to liquidate the Premises at its highest potential value. Abbott will request this Court to approve his compensation for his services performed for the Debtor, but which also will have benefited Realty. Abbott's compensation will be paid from the fee provided to the Debtor by the City under the OTP, as anticipated in the Agency Agreement.

ABBOTT'S QUALIFICATIONS

22. Abbott is an experienced, reputable and licensed Land Court Examiner within this community.

23. On information and belief, Abbott is disinterested, and does not hold or represent any interests adverse to the estate.

24. To the best of the Debtor's knowledge, Abbott has no connections with the Debtor, its creditors, any other party in interest, their respective attorneys and accountants, the United States Trustee, or any person employed in the Office of the United States Trustee.

25. An Affidavit in support of this Application and in accordance with Local Rule 2014-1 is attached as Exhibit D.

REQUEST TO LIMIT NOTICE

26. Request is hereby made to limit notice regarding this Application upon the individuals and entities served with this Application, which are as follows: the U.S. Trustee, the Debtor, the top twenty unsecured creditors, the creditors committee, Gary Weiner, Esquire as counsel to the creditors committee, S&W Realty Corporation and its counsel Joseph Collins, Esquire, and all attorneys who have filed appearances in this case.

27. The Debtor submits that due to the nature of this Application, no further service is necessary.

WHEREFORE, the Debtor respectfully prays:

1. That this Court authorize the Debtor to employ H. Clark Abbott on behalf of both the Debtor and Realty, according to the terms herein with allowance of fees and expenses to be subject to further application with this Court;
2. That this Court approve the limited notice requested herein; and
3. For such further relief as this Court deems just and proper.

Respectfully submitted this 24th day of January, 2011.

SHATZ, SCHWARTZ AND FENTIN, P.C.

By: /s/ Edward V. Sabella

Edward V. Sabella, Esquire

esabella@ssfpc.com

BBO #436820

L. Alexandra Hogan, Esquire

lahogan@ssfpc.com

BBO #672561

1441 Main Street – Suite 1100

Springfield, MA 01103

Telephone - (413) 737-1131

Facsimile - (413) 736-0375

For the Debtor



2001 NOV 27 PM 12:36

UNIT DEED

ROGERS, LUNT AND BOWLEN COMPANY, a Massachusetts corporation ("Grantor"), for nominal consideration paid of less than One Hundred Dollars grants to **LUNT SILVERSMITHS, INC.**, a Massachusetts corporation having a principal place of business at 298 Federal Street, Greenfield, Massachusetts 01301 ("Grantee"),

with **QUITCLAIM COVENANTS**,

the Unit in Greenfield, Franklin County, Massachusetts, known as Unit #B of the 298 Federal Street Commercial Condominium (the "Unit") and located at 298 Federal Street, Greenfield, Massachusetts, created pursuant to Chapter 183A of the Massachusetts General Laws by a Master Deed, recorded in Franklin County Registry of Deeds in Book 3812, Page 4 (the "Registry").

The Unit is conveyed together with an undivided 60% percentage interest in the common areas and facilities of the Condominium as described in said Master Deed.

The post office address of the Unit is P.O Box 1010, Greenfield, Massachusetts 01302.

Said Unit is shown on a plan filed with said Master Deed and on the copy of a portion of said plans showing the Unit attached hereto to which is affixed the verified statement in the form required by G.L.c. 183A.

Said Unit is conveyed subject to and together with easements and restrictions of record, including, without limitation, the organization of Unit owners dated and recorded herewith.

Said Unit is to be used only for the purposes set out in the Master Deed.

For Grantor's title, see the following deeds recorded with the Registry in Book 542, Page 55, Book 756, Page 132 and Book 915, Page 196.

Unit B 298 Federal St, Greenfield

BOB_JONES_UPCLARK

Executed under seal this 31st day of July, 2001.

ROGER, LUNT AND BOWLEN COMPANY

By: *Robert E. Ryan*
Robert E. Ryan, Treasurer

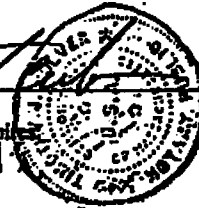
COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

July 31, 2001

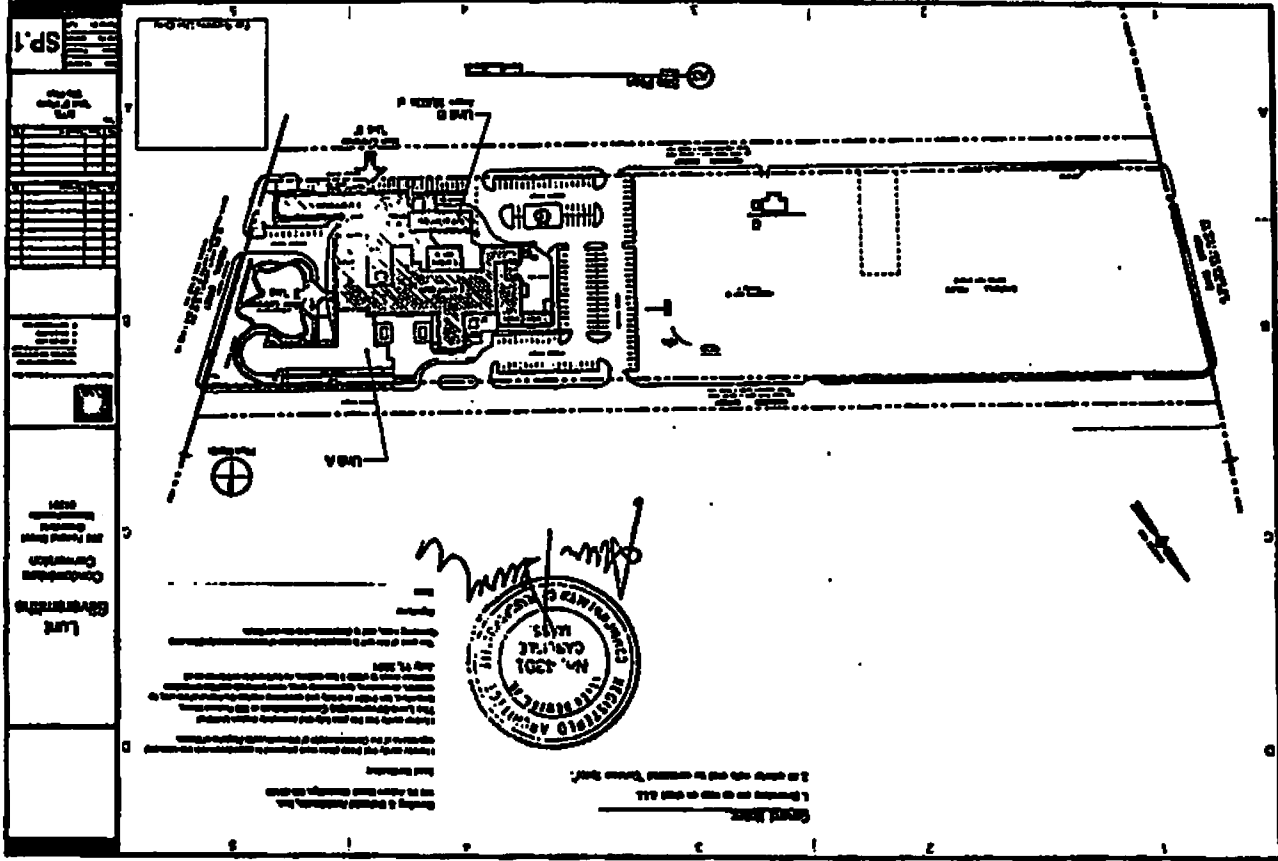
Then personally appeared the above-named Robert E. Ryan, Treasurer and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation, before me,

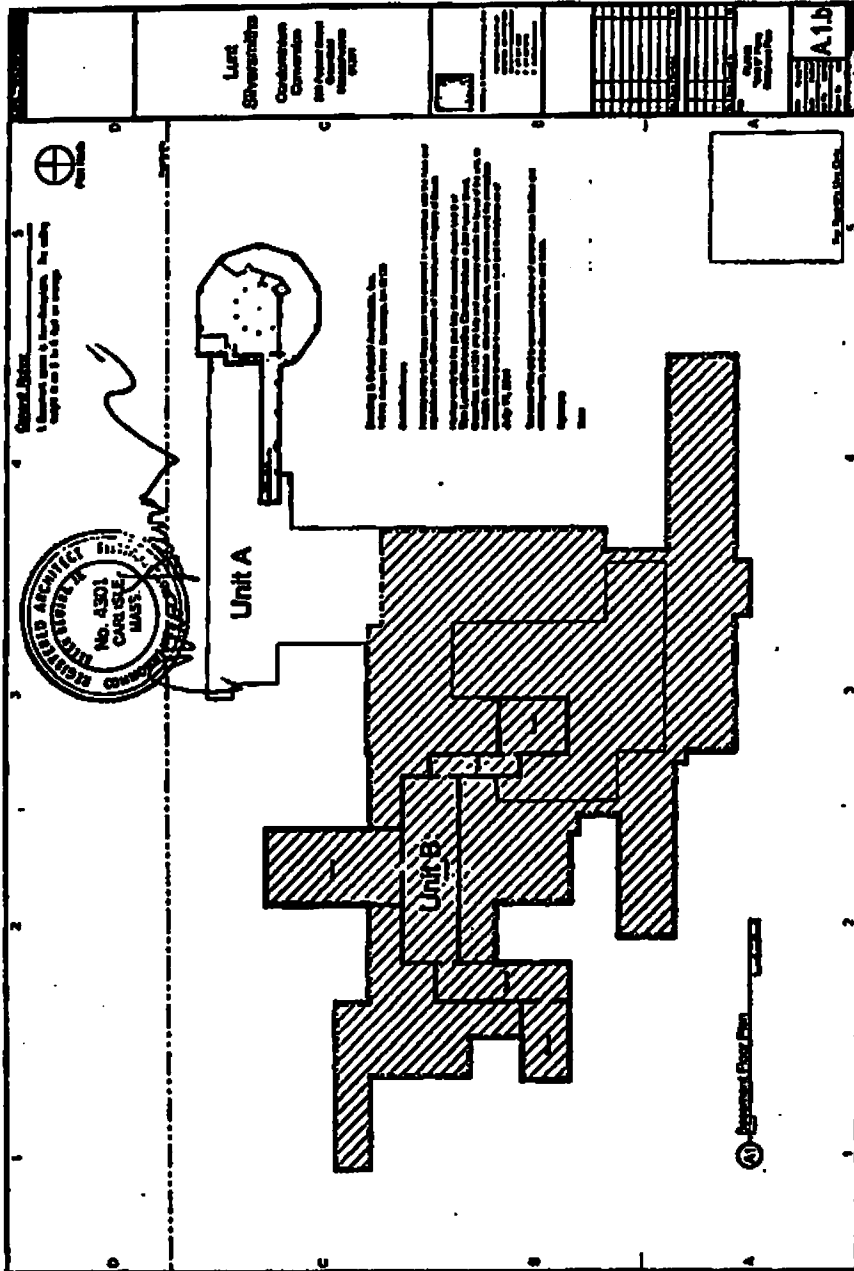
[Signature]
Notary Public
My Commission Expires
1-1-04

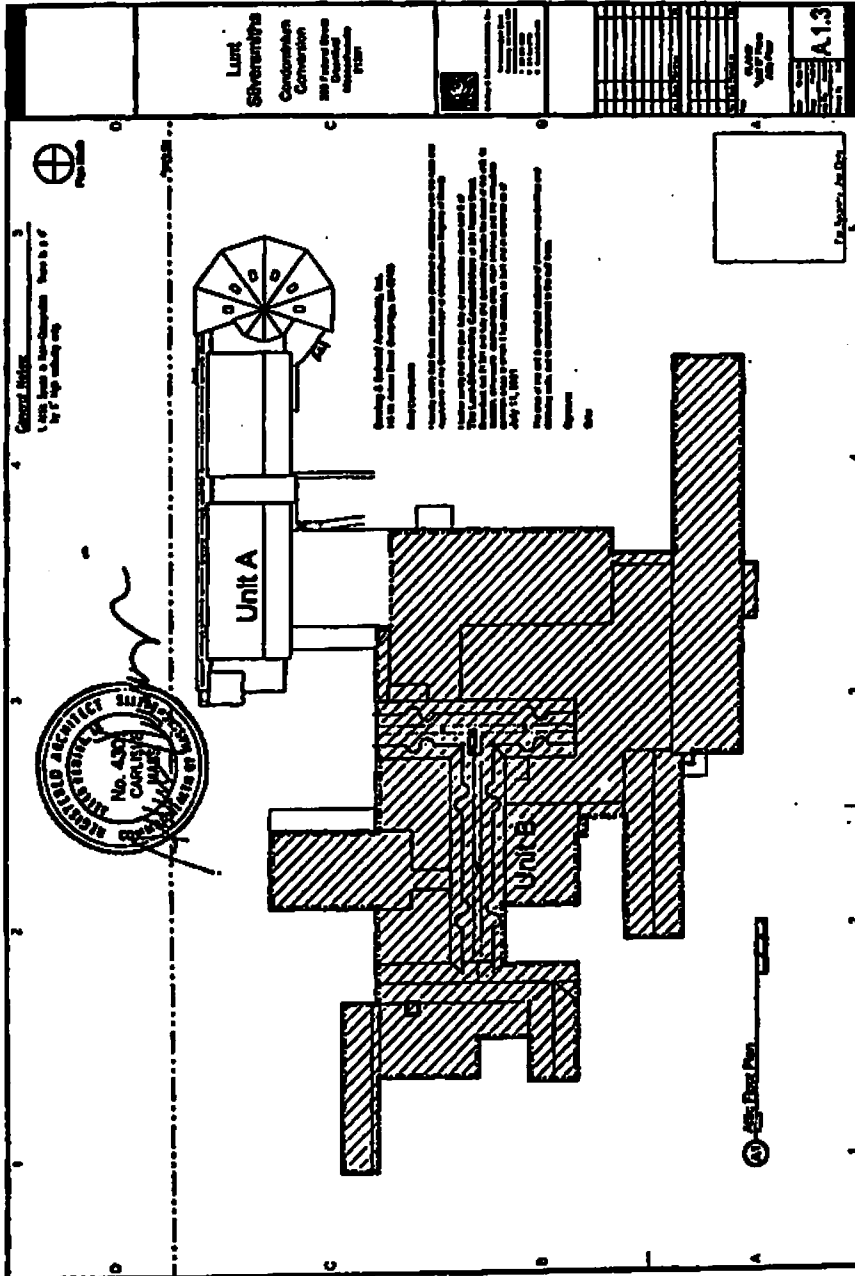


AFTER RECORDING RETURN TO:

Timothy J. Culver, Esq.
Edwards & Angell, LLP
101 Federal Street
Boston, MA 02110







ATTEST: FRANKLIN COUNTY, MASS. H. Peter Wood, Registrar

3812



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Page 1 of 7 07/18/2001 11:38AM

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UNIT DEED

ROGERS, LUNT AND BOWLEN COMPANY, a Massachusetts corporation ("Grantor"), for consideration paid of Nine Hundred Thousand and 00/100 (\$900,000) Dollars grants to S&W REALTY CORP., a Massachusetts corporation, c/o Mr. Alan Cabot, P.O. Box 15442, Springfield, Massachusetts 01115 ("Grantee").

with QUITCLAIM COVENANTS,

the Unit in Greenfield, Franklin County, Massachusetts, known as Unit A of 298 Federal Street Commercial Condominium (the "Unit") and located at 298 Federal Street, Greenfield, Massachusetts, created pursuant to Chapter 183A of the Massachusetts General Laws by a Master Deed, dated and recorded in Franklin County Registry of Deeds (the "Registry"), herewith.

The Unit is conveyed together with an undivided 40% percentage interest in the common areas and facilities of the Condominium as described in said Master Deed.

The post office address of the Unit is P.O. Box 1010, Greenfield, Massachusetts 01302.

Said Unit is shown on a plan filed with said Master Deed and on the copy of a portion of said plans showing the Unit attached hereto to which is affixed the verified statement in the form required by G.L.c. 183A.

Said Unit is conveyed subject to and together with easements and restrictions of record, including, without limitation, the organization of Unit owners dated and recorded herewith.

Said Unit is to be used only for the purpose set out in the Master Deed.

For Grantor's title, see the following deeds recorded with the Registry in Book 542, Page 55, Book 756, Page 132 and Book 915, Page 196

[SIGNATURES CONTINUED ON THE NEXT PAGE]

Unit A 298 Federal St
Greenfield
2001 JUL 18 AM 11:38

GREENFIELD
DEEDS REG 11
FRANKLIN
07/18/01 11:38 AM
00000 2001
FEE \$410.00
CASH \$4104.00

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Executed under seal this 14 day of July, 2001.

ROGER, LUNT & BOWLEN COMPANY

By: Robert E. Ryan
Robert E. Ryan, Treasurer

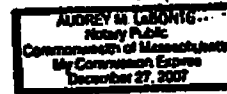
COMMONWEALTH OF MASSACHUSETTS

Franklin
Suffolk, ss.

July 16 2001

Then personally appeared the above-named Robert E. Ryan, Treasurer and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation, before me,

Audrey M. Labonte
Notary Public
My Commission Expires: 12/27/2007

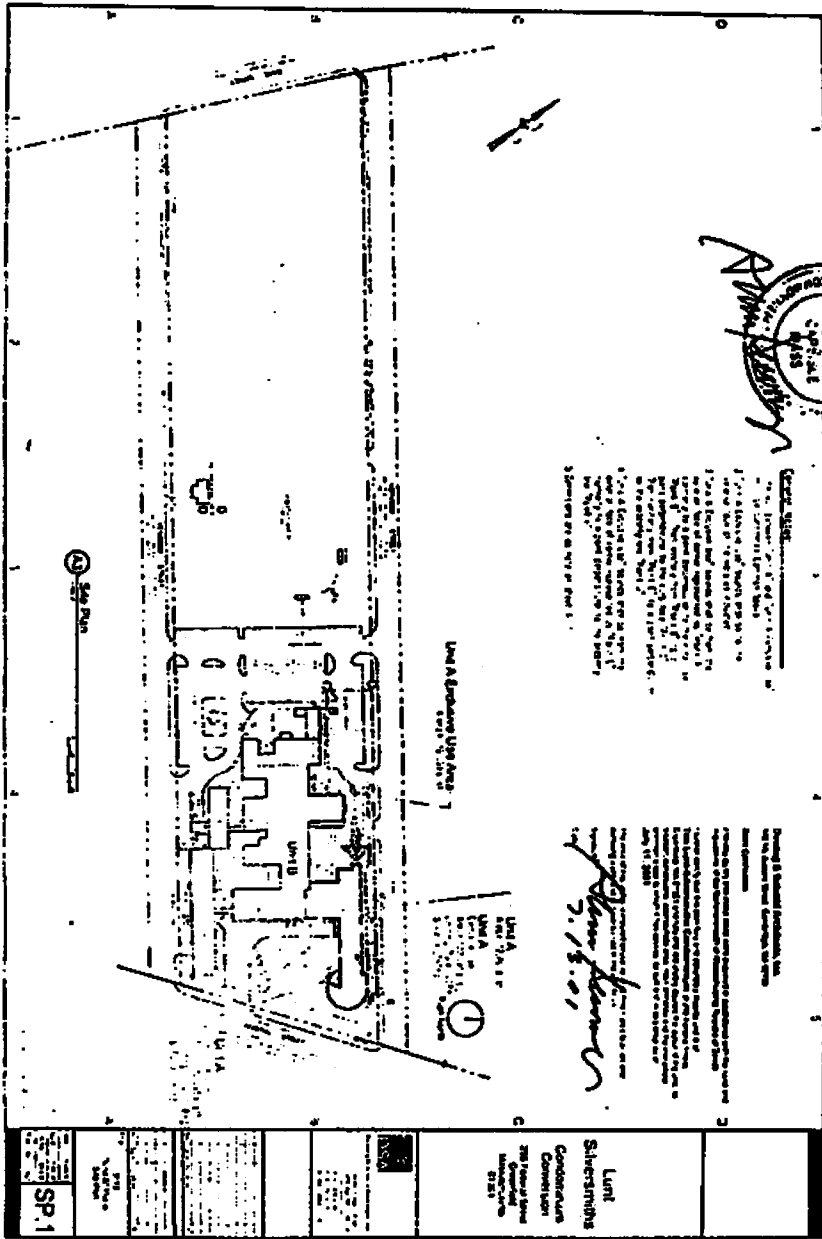


RETURN TO:

Timothy J. Culver, Esq.
Edwards & Angell, LLP
101 Federal Street
Boston, MA 02110

3812

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Ann [Signature]

REGISTERED ARCHITECT
 No. 4201
 2015
 MASS

General Note:

1. The owner is responsible for the accuracy of the information provided in the contract documents and for the accuracy of the information provided in the contract documents.

2. The architect is not responsible for the accuracy of the information provided in the contract documents.

3. The architect is not responsible for the accuracy of the information provided in the contract documents.

Ann [Signature]

3/16/01

<p>Unit 1010 1010 sq. ft. 1010 sq. ft.</p>	<p>Unit 1010 1010 sq. ft. 1010 sq. ft.</p>	<p>Unit 1010 1010 sq. ft. 1010 sq. ft.</p>	<p>Unit 1010 1010 sq. ft. 1010 sq. ft.</p>	<p>Unit 1010 1010 sq. ft. 1010 sq. ft.</p>	<p>Unit 1010 1010 sq. ft. 1010 sq. ft.</p>
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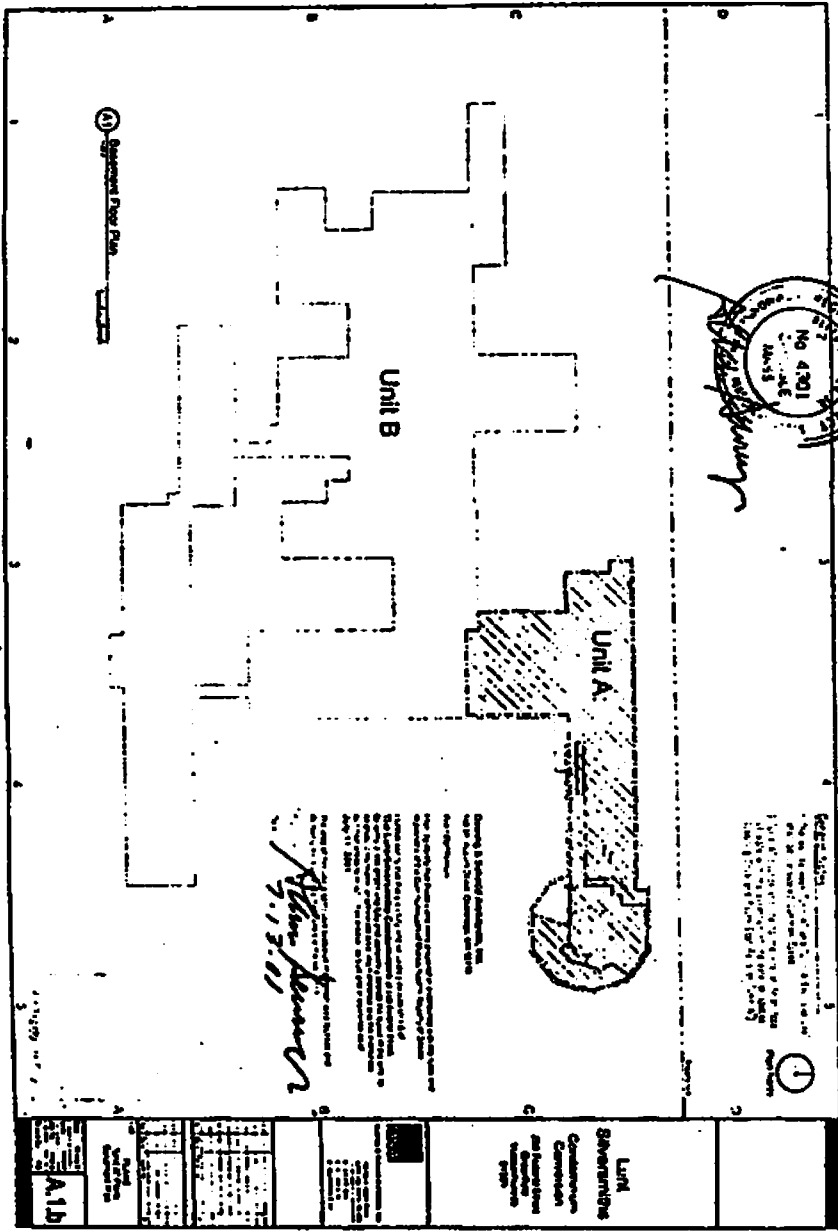
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Unit 1010
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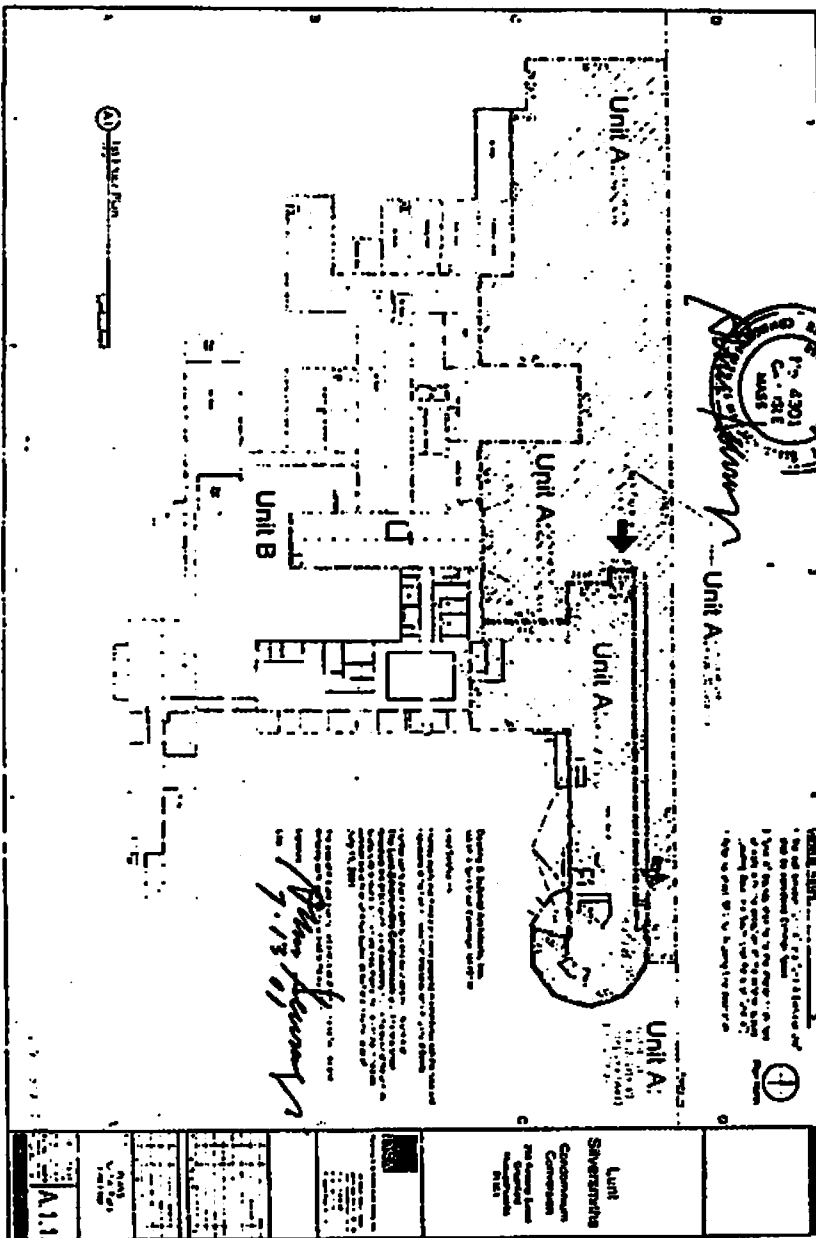
Unit 1010
 1010 sq. ft.
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Unit 1010
 1010 sq. ft.
 1010 sq. ft.



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Sherry & Robert Johnson, Inc.
 7-13-03
 William Johnson

Unit A	Sherry & Robert Johnson, Inc.
Unit A-1	Sherry & Robert Johnson, Inc.
Unit A-2	Sherry & Robert Johnson, Inc.
Unit B	Sherry & Robert Johnson, Inc.
Unit C	Sherry & Robert Johnson, Inc.
Unit D	Sherry & Robert Johnson, Inc.
Unit E	Sherry & Robert Johnson, Inc.
Unit F	Sherry & Robert Johnson, Inc.
Unit G	Sherry & Robert Johnson, Inc.
Unit H	Sherry & Robert Johnson, Inc.
Unit I	Sherry & Robert Johnson, Inc.
Unit J	Sherry & Robert Johnson, Inc.
Unit K	Sherry & Robert Johnson, Inc.
Unit L	Sherry & Robert Johnson, Inc.
Unit M	Sherry & Robert Johnson, Inc.
Unit N	Sherry & Robert Johnson, Inc.
Unit O	Sherry & Robert Johnson, Inc.
Unit P	Sherry & Robert Johnson, Inc.
Unit Q	Sherry & Robert Johnson, Inc.
Unit R	Sherry & Robert Johnson, Inc.
Unit S	Sherry & Robert Johnson, Inc.
Unit T	Sherry & Robert Johnson, Inc.
Unit U	Sherry & Robert Johnson, Inc.
Unit V	Sherry & Robert Johnson, Inc.
Unit W	Sherry & Robert Johnson, Inc.
Unit X	Sherry & Robert Johnson, Inc.
Unit Y	Sherry & Robert Johnson, Inc.
Unit Z	Sherry & Robert Johnson, Inc.

3812

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298 FEDERAL STREET COMMERCIAL CONDOMINIUM

6d Certificate

The undersigned, comprising all of the Trustees of the 298 Federal Street Commercial Condominium pursuant to the By-Laws of 298 Federal Street Commercial Condominium Trust dated and recorded herewith hereby certify in accordance with Massachusetts General Law Chapter 183A, § 6(d) that there are no unpaid common charges assessed against Unit A in said Condominium as of the date hereof.

EXECUTED as a sealed instrument this 14 day of July, 2001.

Rogers, Lunt and Bowen Company

Robert E. Ryan
Robert E. Ryan, Treasurer

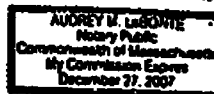
COMMONWEALTH OF MASSACHUSETTS

County of Franklin

July 16, 2001

Then personally appeared the above named Robert E. Ryan, Treasurer and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation, before me.

Audrey M. Lisdonte
Notary Public
My commission expires: December 27, 2007



2001_107011/ATCL/VER

ATTEST: FRANKLIN COUNTY, MASS. H. Peter Wood, Register



MORTGAGE SECURITY AGREEMENT AND FINANCING STATEMENT

Rogers, Lunt and Bowlen Company, a Massachusetts corporation with a principal place of business at 298 Federal Street, Greenfield, Franklin County, Massachusetts 01301, hereinafter referred to as the "Mortgagor", FOR CONSIDERATION PAID, HEREBY GRANTS to USTRUST, a Massachusetts trust company, with a usual place of business at 3040 Court Street, Boston, Massachusetts 02108, hereinafter referred to as the "Mortgagee", with MORTGAGE COVENANTS, to secure the payment of \$10,550,000 with interest thereon, as provided in the Mortgagor's notes of even date; and to secure the performance of, or payment to the Mortgagee pursuant to, all covenants and agreements contained or set forth herein, in a certain Loan and Security Agreement between Mortgagor, Mortgagee and certain subsidiaries of Mortgagee (the "Loan Agreement") and in said notes; and to secure payment of or performance of all other debts, covenants and agreements of or by the Mortgagor to or for the benefit of the Mortgagee now existing or hereafter accruing while this mortgage is still undischarged of record, the land in Greenfield, Franklin County, Massachusetts, all as described in Exhibit "A" annexed hereto, which is incorporated herein by this reference, together with any and all improvements now or hereafter situated thereon.

Also, the Mortgagor hereby grants to the Mortgagee a security interest in all equipment and goods (as defined in the Uniform Commercial Code), appliances, furnishings and fixtures now or hereafter placed on the above described premises, or used in connection therewith, and the proceeds therefrom, and agrees to execute on demand of the Mortgagee all instruments necessary to perfect or continue such security interest, and the event of default hereunder the Mortgagor hereby grants the Mortgagee full power and authority as attorney irrevocable of the mortgagor to execute, deliver and record and/or file such instruments.

Said land, improvements, equipment, appliances, furnishings and fixtures are hereinafter referred to as the "premises".

The Mortgagor hereby covenants and agrees to the following as conditions of this mortgage:

- (1) to perform all of the covenants and agreements contained in said note;
- (2) to pay when due all taxes, charges for water, sewer and other municipal services, and assessments, whether or not assessed against the Mortgagor, if applicable or related in any way to the premises, or any interest of the Mortgagor, the Mortgagee, or any other person or organization therein, or the debt, obligations or performance secured hereby, or the disbursement or application of the proceeds therefrom, excluding, however, any income or corporation excise tax of the Mortgagee; on the demand of the Mortgagee to pay to the Mortgagee on each day that payments are required by the terms of the note secured hereby, in addition to the payments of principal and/or interest provided in said note, a sum equal to such fraction of the real estate taxes, charges, and betterment assessments for each year as shall be estimated by the Mortgagee to be sufficient for the Mortgagee to provide in the aggregate, a sum equal to said taxes, charges and assessments

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BOOK 3812
PAGE 11

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BOOK 3894
PAGE 41

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BOOK 3894
PAGE 50



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Page 1 of 10 04/23/1999 12:33PM

as and when they become due and payable, and in addition, to pay to the mortgagee any balance necessary to account in full for the amount of said taxes, charges and assessments prior to the date when they become due and payable; it being understood and agreed that such sums shall not bear interest and may be commingled with the general assets of the mortgagee, that the Mortgagee shall not be required to account for any profits resulting from its use thereof, and that said sums are held by the mortgagee for payment on account of such taxes, charges and assessments and/or any other obligations of the mortgagor hereunder; to forward to the Mortgagee receipted real estate tax bills as soon as the same have been paid by the Mortgagor or, in case tax payments are required to be made to the Mortgagee, to forward to the Mortgagee real estate tax bills as soon as the same have been received by the Mortgagor;

(3) to keep the premises insured against fire and all such other casualties and contingencies as the Mortgagee may from time to time require; to deposit at the demand of the Mortgagee all insurance policies or memoranda thereof with the Mortgagee forthwith after the binding of such insurance, and to deliver to the Mortgagee new policies or memoranda thereof for any insurance about to expire at least seven (7) days before such expiration, all such insurance to be first payable in case of loss to the Mortgagee and to be written by such companies, on such terms, in such form and for such periods and amounts as the Mortgagee shall from time to time designate or approve, and the Mortgagor hereby grants the Mortgagee in the event of a default hereunder full power and authority as attorney irrevocable of the Mortgagor to cancel or transfer such insurance and to retain any premium or proceeds and to apply the same to the debt secured hereby;

(4) to put, maintain and keep the premises at all times in as good repair and condition as the same now are or hereafter may be put, damage from casualty expressly not excepted, permitting and suffering no waste or strip of the same to occur, nor any violation of any law, by-law, ordinance, restriction, regulation, order, or code affecting the premises or the use thereof; and not to remove or alter any of the improvements, equipment, appliances, furnishings, and fixtures constituting part of the premises without the consent of the Mortgagee;

(5) to occupy the entire premises, or cause the same to be occupied by lessees (which term shall include licensees and concessionaires) and to assign and deliver to the Mortgagee on demand any or all leases of the premises or any part thereof, or at the Mortgagee's election, to assign and deliver any or all rents and other income reserved in such leases, said assignments to be in form and substance satisfactory to the Mortgagee, and the mortgagor hereby grants the Mortgagee full power and authority as attorney irrevocable of the Mortgagor to make, execute, acknowledge, deliver and record such assignments, and not in limitation of the foregoing, to provide that after any default by the mortgagor hereunder or under the terms of such assignments, the Mortgagee shall be entitled to modify and otherwise deal with all such leases with the same power and discretion which the Mortgagee would have if it were the lessor thereof, and the Mortgagee shall be entitled to collect all of the rents and other income reserved in such leases and to apply the same to the debt secured hereby, and after foreclosure the Mortgagee shall not be liable to account to the Mortgagor for rents or other income thereafter accruing, provided however, that any such assignments shall also provide that the Mortgagor may have and retain such rents and other income until such default occurs; and the Mortgagee shall further have the

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right to subordinate this mortgage and its rights hereunder to any lease or leases of the premises now or hereafter in force, and upon execution and recording of any instruments by the Mortgagee which purports to effect such subordination, this mortgage shall be subordinate to the lease or leases referred to in such instruments with the same force and effect as if such lease or leases had been executed and delivered prior to the execution, delivery and recording of this Mortgage;

(6) to observe and perform all the obligations imposed upon the Mortgagor under any leases of the premises, and not to do or permit to be done anything which would impair the security of such leases to the Mortgagee, nor to cancel or change any terms, conditions or covenants of any leases of the premises or any part thereof without the prior written consent of the Mortgagee, nor to execute any leases providing for payment of rent for more than one month in advance, nor to receive rent from all or any part of the premises for more than one month in advance without the prior written consent of the Mortgagee, and any such advance rent in excess of one month received shall be held by the Mortgagor in trust for the benefit of the Mortgagee;

(7) to furnish the Mortgagee, from time to time, within a reasonable time after its demand, a true and complete statement of the annual operating expenses and income of the premises (in the event the premises are leased or occupied by a third party), and financial statements of the principal owners and any guarantors, or endorsers, such statements to be in form satisfactory to the Mortgagee;

(8) that if the premises or any part thereof shall be damaged or destroyed by fire or other hazard against which insurance is held, or if the premises or any portion thereof shall be taken by eminent domain, no settlement on account of any loss or damage shall be made without the consent of the Mortgagee, and any proceeds from insurance or damages for such taking, as the case may be, shall be paid to the Mortgagee, and the Mortgagor hereby irrevocably assigns the same to the Mortgagee; the Mortgagee at its discretion may either apply such proceeds against the debt secured hereby (in which case the Mortgagor's obligations hereunder to restore such damage to the premises as may have been caused by such fire, other hazard or taking, shall terminate), or release such portion of the proceeds to the Mortgagor as is necessary to restore the premises to their prior condition insofar as is practicable, upon such terms and conditions as the Mortgagee deems appropriate, and apply the balance thereof, if any, to the debt secured hereby; provided, however, that if any insurer of the premises denies liability, the mortgagor shall not be relieved of its obligation to restore the premises;

(9) if the Mortgagor shall default in the performance or observance of any covenant or agreement herein or in said note contained, the Mortgagee may apply toward the debt secured hereby any deposit, payment or any sum due from the Mortgagee to the Mortgagor without first enforcing any other rights of the Mortgagee against the Mortgagor, or against any endorser or guarantor of the note secured hereby or against the premises;

(10) if the Mortgagee shall become involved in any action or course of conduct with respect to the premises, or other security for the debt secured hereby, in order to protect its interest therein, including without limitation: the Mortgagee's commencement and prosecution of foreclosure proceedings; its involvement in bankruptcy proceedings concerning the Mortgagor;

the Mortgagee's entering the premises, care and management thereof; or its defending or participation as a party in any action at law or in equity brought by the Mortgagor or any other person or organization with respect to the premises (or other security for the debt secured hereby), the Mortgagor shall reimburse the Mortgagee for all charges, costs and expenses incurred by the Mortgagee in connection therewith, including without limitation reasonable attorneys' fees;

(11) that at any foreclosure sale of the premises, the premises and any combination or all of the other security for the debt secured hereby may be offered for sale for one total price, and the proceeds of such sale may be accounted for in one account without distinction between the items of security or without assigning to them any proportion of such proceeds, the Mortgagor hereby waiving the application of any doctrine of marshalling; and the Mortgagee may in the exercise of the power of sale herein given, sell the premises and said other security in parts or parcels, said sales may be held from time to time, and the power shall not be fully executed until all of the premises and said other security not previously sold shall have been sold; if surplus proceeds are realized from a foreclosure sale, the Mortgagee shall not be liable for any interest thereon pending distribution of such proceeds by the Mortgagee;

(12) to notify the Mortgagee promptly of the existence of and the exact details of any other security interest in the premises, now, existing or hereafter arising, to make all payments that become due to any secured party having such security interests, and at the request of the Mortgagee to assign to the Mortgagee all its right, title and interest in and to any, and all agreements evidencing such security interest covering any of said security, and the Mortgagor hereby grants the Mortgagee full power and authority as attorney irrevocable of the Mortgagor to make, execute, acknowledge and deliver such assignments. The Mortgagor represents that no security interest presently exists in any of said security except as has heretofore been disclosed in writing to the Mortgagee;

(13) that the Mortgagee shall be entitled, but not obligated, to cure any default of the Mortgagor hereunder, and shall be reimbursed by the Mortgagor for all costs, charges and expenses, including without limitation attorneys' fees, incurred in connection therewith, and that all sums for which the Mortgagee may be entitled to reimbursement shall be added to the principal sum of the debt secured hereby, shall earn interest at the rate set forth in said note, shall be secured by this mortgage, and shall be payable on demand of the Mortgagee, whether or not the remaining principal balance of said note has been declared due and payable;

(14) in the event the legal or beneficial ownership of said Premises, or any portion thereof or interest therein, becomes vested in anyone other than the Mortgagor, or upon the death of, or appointment of a guardian or conservator for, the Mortgagor or any guarantors or endorsers (other than an endorser without recourse) of the note secured hereby, the entire mortgage debt shall, at the option of the Mortgagee, become due and payable on demand, provided, however, that the Mortgagee may, without notice to the Mortgagor, deal with the Mortgagor's successor or successors in interest with reference to the mortgage and the debt secured hereby in the same manner as with the Mortgagor without in any way vitiating or discharging the Mortgagor's liability or obligations with respect to this mortgage or the debt secured hereby. No sale of the premises hereby mortgaged and no forbearance on the part of the Mortgagee or extension of the

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time for the payment of the debt secured hereby or any other indulgence given by the mortgagor shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor, nor the priority of this mortgage either in whole or in part, notice of such forbearance, extension or other indulgence being hereby expressly waived;

(15) that the Mortgagor shall not:

(a) create or permit to be created any encumbrance to attach to the premises (except for the payment of real estate taxes and betterment assessments prior to) the commencement of interest and penalties thereon, and if such encumbrance is attached upon the premises without the consent of the Mortgagor, to discharge the same within thirty (30) days of the date of such attachment;

(b) if the Mortgagor is a corporation, liquidate or dissolve or permit its liquidation or dissolution; if the Mortgagor is a trustee or trustees, terminate or dissolve or permit its termination or dissolution;

(c) file a petition or application under any state or federal bankruptcy, insolvency or debtor's relief law, nor consent to an assignment or composition for the benefit of the Mortgagor's creditors, nor consent to appointment of a receiver for any of the Mortgagor's property; if such petition, application or receivership proceedings are instituted against the Mortgagor by any third party or parties, the Mortgagor shall not permit the same to remain undischarged for more than sixty (60) days after the commencement thereof;

(16) if this mortgage is at any time subject or subordinate to another mortgage, the Mortgagor shall not modify, amend, or extend such prior mortgage, or the debt or other obligation secured thereby, without the consent of the Mortgagee; any default under said prior mortgage or the obligations secured thereby shall be a default hereunder, and the Mortgagee shall be entitled but not obligated to cure said default, as provided in Paragraph 13 hereof;

(17) that Mortgagor hereby warrants and covenants that it has never: occupied or operated a site or vessel on which any hazardous material, hazardous waste, hazardous or toxic substance or oil was stored or transported without compliance with all statutes, regulations, ordinances, directives and orders of every federal, state, municipal and other governmental authority which has or claims jurisdiction relative thereto; disposed of, transported or arranged for the transport of any hazardous material, hazardous waste, hazardous or toxic substance or oil without compliance with all such statutes, regulations, ordinances, directives and orders; released or been responsible for any release or threat of release of any hazardous material, hazardous waste, hazardous or toxic substance or oil; received notification of any potential or known release or threat of release of any hazardous material, hazardous waste, hazardous or toxic substance or oil from any site or vessel occupied or operated by the Mortgagor or of the incurrence of any expense or loss by any governmental authority in connection with the assessment, containment or removal of any release, or threat of release, of any hazardous material, hazardous waste, hazardous or toxic substance or oil from any such site or vessel;

(18) that Mortgagor covenants that it shall: not release any hazardous material, hazardous waste, hazardous or toxic substance or oil on any site or vessel occupied or operated by the Mortgagor; not store on any site or vessel occupied or operated by the Mortgagor, nor transport or arrange for the transport of any hazardous material, hazardous waste, hazardous or toxic substance or oil, unless such storage or transport is in compliance with all such statutes, regulations, ordinances, directives and orders; and take all such action, including, without limitation, the conducting of engineering tests to determine whether or not hazardous material, hazardous waste, hazardous or toxic substance or oil is or ever was disposed of on any site or vessel occupied or operated by the Mortgagor;

(19) that the Mortgagor covenants that it provide the Mortgagee with written notice: (i) of the intended storage or transport of any hazardous material, hazardous waste, hazardous or toxic substance or oil by the Mortgagor; (ii) immediately upon the Mortgagor's obtaining knowledge or notice of any potential or known release or threat of release of any hazardous material, hazardous waste, hazardous or toxic substance or oil at or from any site or vessel occupied or operated by the Mortgagor; and (iii) immediately upon the Mortgagor's obtaining knowledge of any incurrence of any expense or loss by any governmental authority in connection with the assessment, containment or removal of any hazardous material, hazardous waste, hazardous or toxic substance or oil for which expense or loss the Mortgagor may be liable. As used herein, the terms "hazardous waste", "hazardous or toxic substance" or "hazardous material" shall have the same meanings as defined and used in any of the following (the "Acts"): the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., the Federal Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; M.G.L.A. c. 21E (Massachusetts Oil and Hazardous Material Release Prevention Act); and/or the regulations adopted and publications promulgated pursuant to any of the Acts, as the same may be amended from time to time;

(20) that the Mortgagor shall indemnify the Mortgagee and hold the Mortgagee harmless from and against all loss, liability, damage and expense, including reasonable attorneys' fees, suffered or incurred by the Mortgagee, whether as holder of this mortgage, as Mortgagee in possession or as successor in interest to the Mortgagor as owner of the premises by virtue of foreclosure or acceptance of a deed in lieu of foreclosure: (i) under or on account of M.G.L.A. c. 21E, as amended, or related regulations, or any similar applicable federal laws or regulations, including the assertion of any lien thereunder; (ii) with respect to any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing or releasing into the environment of any oil or hazardous material or the threat of same (hereinafter referred to as a "Release") for which the investigation, assessment, containment and/or removal by or under the direction of the Commonwealth of Massachusetts and/or the Commissioner of the Massachusetts Department of Environmental Protection (hereinafter called the "DEP") would give rise to a lien under M.G.L.A. c. 21E affecting the premises, including any loss of value of the premises as a result of such Release; and (iii) with respect to any other matter affecting the premises and governed by the provisions of M.G.L.A. c. 21E or related regulations or any similar applicable federal laws or regulations; and

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(21) that in the event of any Release affecting the premises, the Mortgagor shall take all actions necessary to assess, contain, remove or mitigate same immediately and in accordance with any directives of the DEP or any other governmental authority asserting jurisdiction over such Release. If the mortgagor shall fail to remedy such Release or otherwise comply with any of the requirements of M.G.L.A. c. 21E or related regulations, any other environmental law or regulation, or the directives of the DEP or any other governmental authority asserting jurisdiction over such Release, the Mortgagee may at its election, but without the obligation to do so, make such assessments, give such notices and/or cause such work to be performed as Mortgagee shall deem necessary or advisable in order to remedy the Release or cure such failure of compliance (and promptly provide Mortgagor with written notice of same), and any amounts paid as a result thereof shall be reimbursed by the Mortgagor upon demand by the Mortgagee, shall bear interest at the highest rate provided in any instrument secured by this mortgage, and all such expenses shall be secured by the lien of this mortgage; and

(22) any notice, demand or other communication from the Mortgagee to the mortgagor shall be deemed satisfactorily given upon depositing the same in writing in the United States mail by postage prepaid, registered or certified mail, addressed to the Mortgagor (or any one of them if there be more than one) at the Mortgagor's latest address in the mortgage records maintained by the Mortgagee.

THE MORTGAGOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS MORTGAGE OR THE OBLIGATIONS SECURED HEREBY. THE MORTGAGOR ACKNOWLEDGES THAT THE FOREGOING WAIVER OF TRIAL BY JURY IS INFORMED AND VOLUNTARY, AND THAT NO REPRESENTATIVE OR AGENT OF MORTGAGEE HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT MORTGAGEE WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION.

Any breach in the covenants, conditions or agreements contained in this mortgage or in any instrument given in connection with the note and debt secured hereby, or in any other mortgage, debt or obligation of or from the Mortgagor to the Mortgagee shall constitute a default hereunder, and upon such default the entire debt secured hereby, together with all prepayment penalties to which the Mortgagee would be entitled under said note or by law if said note were prepaid in full at the time of such default, shall become due and payable at the option of the Mortgagee, and the Mortgagee shall have the Statutory Power of Sale as hereinafter provided.

In case any provision of said note, this mortgage, or any instrument executed by any person or organization in connection therewith shall be found unenforceable or invalid for any reason, the enforcement of any other provision hereof shall not be impaired thereby, and such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable, shall be deleted from this mortgage.

This mortgage is upon the STATUTORY CONDITION and upon the further condition that all covenants and agreements of the Mortgagor in said note, this mortgage, the Loan Agreement, all other instruments executed in connection therewith and in all other mortgages, debts and obligations of or from the Mortgagor to the Mortgagee shall be kept and fully performed, and upon any breach of the same Mortgagee shall have the STATUTORY POWER OF SALE and any other powers given by statute.

The word "Mortgagor" as used herein means the Mortgagor named herein, whether one or several, and also means any subsequent owner or owners of the equity of redemption of the premises, and all of the covenants and agreements of the Mortgagor herein contained shall be binding upon the Mortgagor, its heirs, executors, administrators, successors and assigns and shall be joint and several if more than one person constitute the Mortgagor. The word "Mortgagee" as used herein means the Mortgagee named herein and any subsequent holder or holders of this mortgage.

WITNESS the execution hereof under seal this 21st Day of April, 1999

ROGERS LUNT AND BOWLEN COMPANY

By: [Signature]
President


By: [Signature]
Treasurer

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

April 21, 1999

Then personally appeared the above named James H. Lunt President and acknowledged the foregoing instrument to be the free act and deed of Rogers, Lunt and Bowen Company, before me, _____

Paula M. Bergeron
Notary Public
My Commission Expires: _____


ID # 13862-01/2001-100
4/20/1999

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COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

April 27, 1999

Then personally appeared the above named Robert E. Lyman, Treasurer, and acknowledged the foregoing instrument to be the free act and deed of Rogers Lyman and Bowen Company, before me, _____

Paul M. Maguire
Notary Public
My Commission Expires: 5/31/00



EXHIBIT A

The property located on Federal Street in Greenfield, Franklin County, Massachusetts, as described in the following deeds:

1. David Banks to Rogers, Lunt and Bowlen Company dated April 27, 1909 and recorded with the Franklin County Registry of Deeds in Book 542, Page 55,
2. Earl N. Carr to Rogers, Lunt and Bowlen Company dated July 31, 1928 and recorded with the Franklin County Registry of Deeds in Book 756, Page 132,
3. Herbert A. Starbuck to Rogers, Lunt and Bowlen Company dated October 1, 1947 and recorded with the Franklin County Registry of Deeds in Book 915, Page 196,
4. David Banks to T. Morey & Son dated December 21, 1910 and recorded with the Franklin County Registry of Deeds in Book 570, Page 340 (to which the Mortgagor claims title by adverse possession).

Street Address: 298 Federal Street, Greenfield, Massachusetts.

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ATTEST: FRANKLIN COUNTY, MASS. H. Peter Wood, Register

Return to:
Bay State Corporate Services, Inc.
6 Beacon Street, Suite 425
Boston, MA 02108



Bl: 4708 Pg: 142 Doc: DIS
Page: 1 of 1 09/30/2004 11:10 AM

DISCHARGE OF MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

For Value Received Citizens Bank of Massachusetts, successor by merger to USTrust, holder of a Mortgage, Security Agreement and Financing Statement from Rogers, Lunt and Bowlen Company, to USTrust, acknowledged on April 21, 1999 and recorded with Franklin County Registry of Deeds in the state of Massachusetts, at Book 3486 Page 236, hereby discharges and releases any rights or interests it may have by virtue of said Mortgage, Security Agreement and Financing Statement instrument. ✓

Dated this 29th day of March, 2004

Citizens Bank of Massachusetts

By: Linda Abboud
Linda Abboud
Its Duly Authorized Officer

Witness: Isabelle Ruggiero
Isabelle Ruggiero, Clerk

Property Location: 298 Federal Street, Unit B, Greenfield, Massachusetts

Commonwealth of Massachusetts
County of Middlesex, SS:

On this 29th day of March, 2004, before me personally came Linda Abboud, Loan Operations Officer of Citizens Bank of Massachusetts to me known who, being by me duly sworn, did depose and say that she is a Duly Authorized officer of Citizens Bank of Massachusetts described in and which executed the foregoing instrument; and that she has signed her name to said instrument.

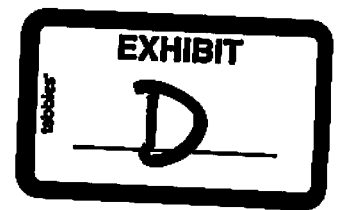
NOTARY PUBLIC
Beulah E. MacCuish
Beulah E. MacCuish

My Commission Expires September 11, 2009

BELLAH E. MacCUSH
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 11, 2009

ATTEST: FRANKLIN COUNTY, MASS. H. Peter Wood, Register

ENV



**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MASSACHUSETTS
WESTERN DIVISION**

In re:
GREENFIELD SILVER, INC.
f/k/a Lunt Silversmiths, Inc.

Debtor

Chapter 11
Case No. 09-32228-HJB

AFFIDAVIT OF H. CLARK ABBOTT

Now comes H. Clark Abbott and respectfully states the following under oath:

1. I am a licensed attorney and duly appointed Land Court Examiner in the Commonwealth of Massachusetts.
2. I am in good standing with the Commonwealth of Massachusetts.
3. I am qualified to conduct title examinations, conduct research and services necessary to establish title by adverse possession and act as an expert witness for the debtor-in-possession Greenfield Silver, Inc. f/k/a Lunt Silversmiths, Inc. (the "Debtor").
4. I have a good reputation in the community as a Land Court Examiner.
5. Neither I nor any member of my firm holds or represents any interest adverse to the Debtor.
6. Neither I, nor my firm, have any connections with the Debtor, its creditors, or other parties in interest, or their respective attorneys and accountants, the United States Trustee, or any person employed in the Office of the United States Trustee.
7. I and each member of my firm is a "disinterested person" as that term is defined in 11 U.S.C. §101(14).

8. I have not agreed to share with any person, except members of my firm, the compensation to be paid for services rendered in this case.

9. I have not received a retainer in this case.

10. I shall amend this statement immediately upon my learning that (A) any of the within representations are incorrect or (B) there is any change of circumstances relating thereto.

11. I have reviewed the provisions of M.L.B.R. 2016-1.

12. I declare under the penalty of perjury that the foregoing is true and correct.

H. Clark Abbott
H. Clark Abbott
B.B.O.# 549660

Dated: December 14, 2010

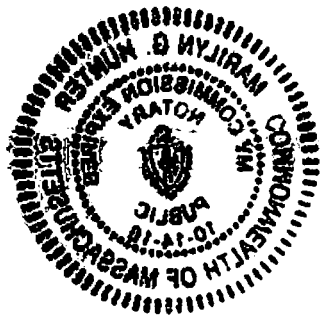
COMMONWEALTH OF MASSACHUSETTS

County of HAMPSHIRE

On this 14TH day of DECEMBER, 2010 before me, the undersigned notary public, personally appeared H. Clark Abbott, proved to me through satisfactory evidence of identification, namely the person was [known to me, identified by affirmation of a credible witness, or identified in N/A], to be the person whose name is signed on the preceding or attached document and acknowledged to me that such person signed it voluntarily as such person's free act and deed for its stated purpose.

Marilyn G. Hunter sign and stamp
MARILYN G. HUNTER
EXPIRATION date 10/14/2016





Attorney H. Clark Abbott
P. O. Box 725
Wilbraham, Massachusetts 01095
Phone/Fax (413) 596-0010
Email: abbot7@charter.net

RESUME

EDUCATION

University of Vermont, B. S., 1975
Western New England College School of Law, J. D., 1986

WORK EXPERIENCE

Ellis Title Company, 73 State Street, Springfield, MA 01103
1986 to 2002, Manager from 1996 to 2002.

Examined real estate title searches on residential and commercial properties; issued title insurance policies; expert witness in real estate litigation; rendered zoning opinions for commercial real estate transactions;

Bacon & Wilson, P. C., 33 State Street, Springfield, MA 01103
1989 to 2002, of counsel.

Solo Practice, P. O. Box 725, Wilbraham, MA 01103
2003 to present

Same duties as set forth above.

PROFESSIONAL ORGANIZATIONS, ASSOCIATIONS, MEMBERSHIPS

Massachusetts Bar Association, member, 1987 to present

Massachusetts Real Estate Bar Association, member, 1989 to 2008

New England Land Title Association, member, 1996 to 2008

Land Court Examiner for Trial Court of Massachusetts, Land Court Department,
1991 to present

Wilbraham Zoning Board of Appeals, member, 2008 to present

Trustees of the Reservations, member, 1996 to present

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MASSACHUSETTS
WESTERN DIVISION

In re:

GREENFIELD SILVER, INC. f/k/a

Lunt Silversmiths, Inc.

Debtor

Chapter 11

Case No. 09-32228-HJB

DECLARATION ELECTRONIC FILING

PART I - DECLARATION

I H. Clark Abbott, *hereby declare(s) under penalty of perjury* that all of the information contained in the *AFFIDAVIT* (singly or jointly the "Document"), filed electronically, is true and correct. I understand that this *DECLARATION* is to be filed with the Clerk of Court electronically concurrently with the electronic filing of the Document. I understand that failure to file this *DECLARATION* may cause the Document to be struck and any request contained or relying thereon to be denied, without further notice.

I further understand that pursuant to the Massachusetts Electronic Filing Local Rule (MEFLR)-7(a) all paper documents containing original signatures executed under the penalties of perjury and filed electronically with the Court are the property of the bankruptcy estate and shall be maintained by the authorized CM/ECF Registered User for a period of five (5) years after the closing of this case.

Dated: January 10, 2011

Signed: H. Clark Abbott
H. Clark Abbott (Affiant)

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