

MORTGAGEE'S FORECLOSURE SALE
REAL ESTATE
AUCTION



-Property Information Packet -

**1,300 +/- Sq Ft Antique Victorian Style 3 Bedroom Home
situated on .35 +/- acres of land**

136 Main Street – West Newbury, MA
THURSDAY – OCTOBER 22ND
2:00 P.M.

Preview: Drive By Recommended
Registration Auction Day: 1 hr. prior to sale

John McInnis Auctioneers

**76 Main Street
Amesbury, MA 01913
800-822-1417
Ma Lic# 770**

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John McInnis Auctioneers

76 Main Street

Amesbury, MA 01913

800-822-1417

Ma Lic# 770

Dear Prospective Bidder:

Thank you for your inquiry and interest in our upcoming Mortgagee's Real Estate Foreclosure Auction located at 136 Main Street in West Newbury, Massachusetts at 2 pm. This three bedroom, Antique Victorian Style home will be sold at Public Auction

To be eligible to bid, at the time of registration you must present a \$10,000.00 deposit in cash or certified check.

This property information packet has been assembled for your convenience and if you have any other questions, please do not hesitate to call our office.

Our staff is readily available to assist you with any questions you may have regarding the property or the auction process.

Thank you again for your interest in this property and we look forward to seeing you on the day of the auction. Registration will take place one hour prior to the auction.

Sincerely,

A handwritten signature in black ink, appearing to read 'John P. McInnis', with a long horizontal flourish extending to the right.

*John P. McInnis
John McInnis Auctioneers*

Auctioneers Disclaimer

IMPORTANT INFORMATION FOR PROSPECTIVE BIDDERS

THE INFORMATION SET FORTH IN THIS PACKET IS BELIEVED TO BE CORRECT. HOWEVER, THE MORTGAGEE/OWNER OF THIS PROPERTY AND JOHN MCINNIS AUCTIONEERS MAKE NO WARRANTIES OR GUARANTEES AS TO THE ACCURACY OF THIS INFORMATION.

BUYERS SHALL RELY ENTIRELY ON THEIR OWN INFORMATION, JUDGEMENT AND INSPECTION OF THE PROPERTY AND RECORDS. THIS PROPERTY IS TO BE SOLD ON AN AS IS, WHERE IS BASIS, WITH ALL FAULTS.

THE AUCTIONEER HEREBY DISCLOSES HE/SHE IS ACTING SOLELY AS AN AGENT FOR THE MORTGAGEE IN THE MARKETING, NEGOTIATIONS AND SALE OF THIS PROPERTY. THE PURCHASER(S) AGREE THAT THE MORTGAGEE AND AUCTIONEER MAKE NO WARRANTIES OF ANY KIND REGARDING THE USE, CONDITION OR VALUE OF THE PROPERTY.

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Angelo Salamone ("Mortgagor") to Newburyport Five Cents Savings Bank ("Mortgagee") dated April 30, 2004 and recorded with the Essex South District Registry of Deeds at Book 22771, Page 558, 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 2:00 o'clock P.M. on the 22nd day of October 2009 at 136 Main Street, West Newbury, Essex County, Massachusetts 01985, all and singular the premises described in said mortgage, to wit:

Certain real estate situated in West Newbury, Essex County, Massachusetts, bounded and described as follows:

Beginning at the Easterly corner thereof on the Main Road, and by land now or formerly of Harrigan; thence

SOUTHWESTERLY by said road, fifty-seven (57) feet to land now or formerly of the heirs of Dennis Barrett; thence by said heirs land

NORTHWESTERLY three hundred thirty-four (334) feet to land now or formerly of John T. Bailey; thence by said Bailey land

NORTH thirty-seven (37) degrees, East forty-seven (47) feet; thence

SOUTHEASTERLY by said Bailey's land two hundred twelve (212) feet to said Harrigan land; thence

SOUTH fifty-two (52) degrees, West by said Harrigan land thirty-three (33) feet; thence

SOUTH fifty-two (52) degrees, East seven (7) rods to the first named bound, containing seventy (70) rods, more or less.

Being the same premises conveyed to mortgagor by deed of Jerry A. Steimel and Teresa J. Restrepo dated April 30, 2004 and recorded herewith.

Premises to 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 and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.

The Mortgagee reserves the right to postpone the sale to a later date by public

proclamation at the time and date appointed for the sale and to further postpone at any adjourned sale date by public proclamation at the time and date appointed for the adjourned sale date.

In the event that the successful bidder at the foreclosure sale shall default in purchasing the within described property according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of the foreclosure, the Mortgagee reserves the right to sell the property by Foreclosure Deed to the second highest bidder provided that the second highest bidder shall deposit with Mortgagee's attorneys, Connolly and Connolly, the amount of the required deposit as set forth herein within three (3) business days after written notice of default of the previous highest bidder and title shall be conveyed to said second highest bidder within twenty (20) days of said written notice.

TERMS OF THE SALE: A deposit of Ten Thousand Dollars (\$10,000.00) 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 firm of Connolly and Connolly, 51 Green Street, Newburyport, Massachusetts 01950 within thirty (30) days of the date of the sale. The Foreclosure Deed will be provided to the purchaser for recording upon receipt in full of the purchase price. In the event of an error in this publication, the description of the premises contained in said mortgage shall control. The deposit of Ten Thousand Dollars (\$10,000.00) is non-refundable.

The Mortgagee's agent intends to bid at said sale and shall not be required to have a check for the deposit. All other bidders at said sale shall be required to show proof of the necessary deposit satisfactory to the auctioneer and the Mortgagee, as a pre-condition of bidding. A Memorandum of Sale shall be executed by the purchaser. The purchaser shall be responsible for all closing costs, documentary tax stamps and recording fees.

Other terms, if any, to be announced at the sale.

Newburyport Five Cents Savings Bank
Present holder of said Mortgage,

By its Attorneys,
Connolly & Connolly
51 Green Street
P.O. Box 332
Newburyport, MA 01950
Publish: [_____]

MEMORANDUM OF SALE

This Memorandum of Sale is made this 22nd ay of October 2009, by and among NEWBURYPORT FIVE CENTS SAVINGS BANK, a Massachusetts corporation, whose principal address is 63 State Street, Newburyport, Massachusetts 01950 (the "Mortgagee"), John McInnis of Amesbury, Massachusetts, (the "Auctioneer"), and _____ (the "Buyer").

1. MORTGAGEE'S SALE AT PUBLIC AUCTION

Pursuant to a public auction conducted on October 22, 2009 by the Auctioneer on behalf of the Mortgagee as foreclosing mortgagee, in exercise of the Power of Sale contained in a Mortgage from Angelo Salamone dated April 30, 2004 and recorded with the Essex South District Registry of Deeds at Book 22771, Page 558, and subject to and in accordance with the terms and conditions set forth in that certain Notice of Sale attached hereto as Exhibit A and incorporated herein by reference, and as supplemented by further terms set forth below, the Buyer as the highest bidder agrees to purchase the real property described below (the "Property").

2. DESCRIPTION OF THE PROPERTY

The Property shall mean the following, namely:

Certain real estate situated in West Newbury, Essex County, Massachusetts, bounded and described as follows:

Beginning at the Easterly corner thereof on the Main Road, and by land now or formerly of Harrigan; thence

SOUTHWESTERLY by said road, fifty-seven (57) feet to land now or formerly of the heirs of Dennis Barrett; thence by said heirs land

NORTHWESTERLY three hundred thirty-four (334) feet to land now or formerly of John T. Bailey; thence by said Bailey land

NORTH thirty-seven (37) degrees, East forty-seven (47) feet; thence

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SOUTH fifty-two (52) degrees, West by said Harrigan land thirty-three (33) feet; thence

SOUTH fifty-two (52) degrees, East seven (7) rods to the first named bound, containing seventy (70) rods, more or less.

Being the same premises conveyed to mortgagor by deed of Jerry A. Steimel and Teresa J. Restrepo dated April 30, 2004 and recorded herewith.

3. TRANSFER OF THE PROPERTY

The property shall be conveyed by the usual mortgagee's deed (Massachusetts General Laws, Chapter 183, Appendix Form 11) under the statutory power of sale.

The property shall be conveyed and transferred subject to all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any outstanding tenancies and/or leases, the rights of parties in possession, any and all unpaid taxes, tax titles, municipal taxes, tax liens, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed, and to the provisions of applicable state and local law, including building codes, zoning ordinances, and M.G.L. ch. 21E.

The total bid price will be set forth as the consideration in the deed to the Property.

4. BUYER'S RESPONSIBILITY FOR COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.

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

5. PRICE AND DEPOSIT

The bid price for which the Property has been sold to the Buyer is _____ Dollars
(\$ _____) of which _____ Thousand and 00/100 (\$ _____ .00) has been paid this day in accordance with the terms of the mortgagee's notice of sale. The sale shall not be deemed completed until the Buyer has made his or her deposit and signed this Memorandum of Sale. The balance of the purchase price shall be paid by certified check or bank check at the time of the delivery of the deed. The Mortgagee shall be entitled to any interest earned on the deposit and the amount to be paid by the Buyer shall not be adjusted to reflect any interest earned on the deposit.

6. CLOSING

The deed and associated papers shall be delivered and the balance of the consideration paid at the office of Connolly & Connolly, 51 Green Street, Newburyport, Massachusetts on or before ten o'clock (10:00 A.M.) on the thirtieth day following the sale, provided that such day is one on which said Registry is open for business, and if not, then on the next day on which said Registry is open for business (the "Closing"). Time is of the essence of this agreement.

7. TITLE

No representation or warranty of any kind whatsoever has been made by or on behalf of the Mortgagee concerning the state of the title to the premises. Mortgagee shall transfer to the Buyer only such title as Mortgagee has pursuant to its Mortgage Deed. In the event the Mortgagee cannot convey title to the Property as stipulated, the deposit, and if applicable, the balance of the purchase price, shall be refunded and all rights hereunder shall cease, and the Buyer shall have no recourse against the Mortgagee, or its employees, agents and representatives, whether at law or in equity; provided, however, that Buyer shall have the election to accept such title as the Mortgagee can deliver to the Property in its then condition and to pay therefor the purchase price without deduction, in which event the Mortgagee shall convey such title.

8. RISK OF LOSS

The Buyer acknowledges that from and after this date he or she shall have the sole risk of loss, and the Mortgagee shall have no responsibility for maintaining insurance on the premises. If the Property is damaged by fire or other casualty prior to the closing, Buyer shall accept a deed to the Property and an assignment of so much of the insurance proceeds as has not been used in the restoration of the Property prior to the Closing, to the extent any such proceeds may be available to the Mortgagee, Buyer paying therefor the full balance of the bid price.

9. ACCEPTANCE OF DEED

The acceptance of a deed to the Property by the Buyer or Buyer's nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed or arising out of said public auction on the part of the Mortgagee to be performed or observed.

10. CONDITION OF THE PREMISES

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

11. BUYER'S DEFAULT; DAMAGES

If the Buyer shall fail to fulfill the Buyer's agreements herein, all deposits made hereunder by the Buyer shall be retained by the Mortgagee and the Buyer shall reimburse the Mortgagee for all costs and expenses incurred by the Mortgagee, in excess of the amount of the deposit, due to the Buyer's default, including the costs and expenses of subsequent sale of the Property or any portion thereof and attorneys' and auctioneers' fees in connection therewith. The Mortgagee shall also be free to sell the Property to the second highest bidder at the public auction in accordance with the terms announced at the public auction.

12. DEED STAMPS AND RECORDING FEES

Buyer shall pay for and cancel for the benefit of the Mortgagee the excise tax stamps required to be affixed to the foreclosure deed by the law of the Commonwealth of Massachusetts. The Buyer shall pay all recording fees in connection with the transfer of the Property.

13. CONSTRUCTION OF AGREEMENT

This instrument, executed in triplicate, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the Mortgagee and the Buyer. If two or more persons are named herein as Buyer, their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this memorandum or to be used in determining the intent of the parties to it.

IN WITNESS WHEREOF, the parties have executed this Memorandum as a sealed instrument as of the date first written above.

MORTGAGEE
Newburyport Five Cents Savings Bank

BY: _____

John McInnis, AUCTIONEER

Unofficial Property Record Card - West Newbury, MA

General Property Data

Parcel ID 0010 0000 00390	Account Number
Prior Parcel ID 1960 --	Property Location 136 MAIN ST
Property Owner SALAMONE ANGELO	Property Use ONE FAM
Mailing Address 45 BEACON ST	Most Recent Sale Date 4/30/2004
City READING	Legal Reference 22771-556
Mailing State MA Zip 01867	Grantor RESTREPO TERESA J,
ParcelZoning RC	Sale Price 246,500
	Land Area 0.350 acres

Current Property Assessment

Card 1 Value	Building Value 112,500	Xtra Features Value 3,200	Land Value 175,000	Total Value 290,700
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Building Description

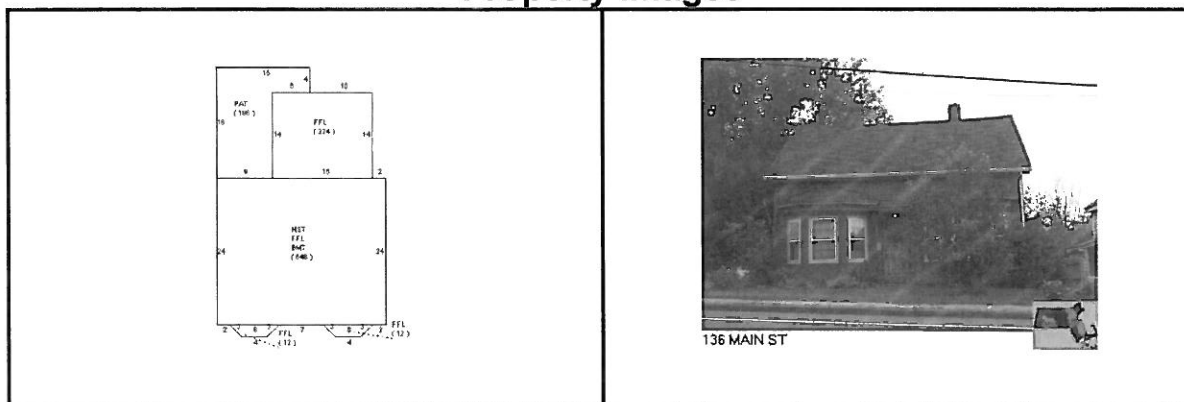
Building Style OLD STYLE	Foundation Type BRICK/STN	Flooring Type HARDWOOD
# of Living Units 1	Frame Type WOOD	Basement Floor CONCRETE
Year Built 1880	Roof Structure GABLE	Heating Type FORCED H/W
Building Grade AVERAGE	Roof Cover ASPHALT SH	Heating Fuel OIL
Building Condition Average	Siding CLAPBOARD	Air Conditioning 0%
Finished Area (SF) 1220	Interior Walls PLASTER	# of Bsmt Garages 0
Number Rooms 7	# of Bedrooms 3	# of Full Baths 1
# of 3/4 Baths 0	# of 1/2 Baths 1	# of Other Fixtures 0

Legal Description

Narrative Description of Property

This property contains 0.350 acres of land mainly classified as ONE FAM with a(n) OLD STYLE style building, built about 1880 , having CLAPBOARD exterior and ASPHALT SH roof cover, with 1 unit(s), 7 room(s), 3 bedroom(s), 1 bath(s), 1 half bath(s).

Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranted.

The Commonwealth of Massachusetts
 Office of the Collector of Taxes
 Town of West Newbury
 Municipal Lien Certificate



Number: 1071
 9/24/2009

CONNOLLY and CONNOLLY
 51 GREEN ST
 NEWBURYPORT, MA 01950

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 9/21/2009 are listed below:

DESCRIPTION OF PROPERTY

Parcel Identifier	10-0-390	Assessed Owner	SALAMONE ANGELO		
Account	061701462	Additional Owner			
Location of Property	136 MAIN ST	Supposed Present Owner			
		Legal Reference	Book	22771	
Acreage	0.35 Acres		Page	0554	
			Deed Date	4/30/2004	

VALUATION

FY	Residential	Rate1 Open Space	Rate 2 Commercial	Rate 3 Industrial	Rate 4	Exempt
2010	290,700	12.08	0	12.08	0	12.08
		0	0.00	0		0

ASSESSMENT

	2010 1st Quarter	2010 2nd Quarter	2010 3rd Quarter	2010 4th Quarter	FY 2009	FY 2008
Preliminary Tax	\$933.22	\$933.23	N/A	N/A	\$1,834.59	\$1,775.98
Preliminary Other Land Tax	\$18.37	\$18.36			\$36.89	\$35.96
Actual Tax					\$1,677.07	\$1,663.44
Actual Other Land Tax					\$32.22	\$33.20
Interest To Date	\$18.98	\$0.00			\$0.00	\$0.00
Charges and Fees						\$5.00
Credits					\$3,580.77	\$0.00
Interest Credit					\$66.76	\$95.91
Tax Title/Tax Deferral						\$3,686.15
Per Diem	\$0.37	\$0.00			\$0.00	\$0.00
Balance Due	\$970.57	\$951.59			\$0.00	\$0.00

Property Tax Interest Per Diem \$0.37
 Committed Tax Balance \$1,922.16

Misc Receivable	Balance	Interest	Per Diem
water charges	\$303.21	\$0.00	\$0.00
Misc. Totals	\$303.21	\$0.00	\$0.00

All of the amounts listed above are to be paid to the Collector. I have no knowledge of any other lien outstanding.
 INFORMATION ON THIS CERTIFICATE IS COMPLETE AS OF 9/24/2009

Tracy Blais

Collector of Taxes



West Newbury Water Dept.
 381 Main Street
 West Newbury, MA 01985
 (978) 363-1100 x127

DUE DATE	ACCOUNT NUMBER
10/22/2009	0272
BILLING DATE	AMOUNT DUE
09/22/2009	303.21
SERVICE ADDRESS	
136 MAIN STREET	

DATE	DESCRIPTION	METER READINGS		USAGE	AMOUNT
		PREVIOUS	CURRENT		
09/22/2009	BASE				0.00
	WATER	210801	242060	31259	267.26
	Miscellaneous Charges				30.00
	Previous Balance				35.95

If not paid by the due date, interest will be compounded at 14% annually. All claims for abatement MUST be made within 10 days of billing date with the Water Department.

Rate Structure
Per 1000 Gallons

Base Fee

0-40,000 \$10.00

40,001 > \$ 8.55 per 1,000 gals
 \$10.87 per 1,000 gals

TOTAL DUE

303.21

If not paid by due date, a demand fee and interest will be assessed.

Please detach bottom portion and return with your payment.



West Newbury Water Dept.
 381 Main Street
 West Newbury, MA 01985
 (978) 363-1100 x127

DUE DATE	ACCOUNT #
10/22/2009	0272
BILLING DATE	AMOUNT DUE
09/22/2009	303.21

ENTER AMOUNT ENCLOSED: \$

ANGELO SALAMONE
 45 BEACON STREET

READING, MA 01867-

MAKE CHECKS PAYABLE TO: WEST NEWBURY WATER DEPT.
 Payments can be mailed to the address above, paid in the Water Dept. office on 2nd floor or dropped at the Water drop box located in the lobby of the Town Office Building.
 Office Hours are: Mon-Thurs 8am to 2pm