



Trustee's Real Estate Auction

~Property Information Packet~

VICTORIAN TWO FAMILY HOME
SITUATED ON A .39 ACRE PARCEL OF LAND

TO BE OFFERED IN TWO LOTS OR ITS ENTIRETY

Saturday, October 27th

11:00 am

15 Maple Street ~Amesbury, Massachusetts



Open Houses:

1-3 PM

Saturday Oct 13th & Sunday Oct 14th

Saturday Oct 20th & Sunday Oct 21st

mcinnisauctions.com

76 Main Street ~ Amesbury, Massachusetts 01913

1-800-822-1417

MA LIC# 770

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76 MAIN STREET
AMESBURY, MASSACHUSETTS 01913
www.mcinnisauctions.com
1-800-822-1417

JOHN McINNIS
AUCTIONEERS

**IMPORTANT INFORMATION FOR
PROSPECTIVE BIDDERS**

AUCTIONEER'S DISCLAIMER

THE INFORMATION SET FORTH IN THIS PACKET IS BELIEVED TO BE CORRECT AND IS BEING MADE AVAILABLE FOR INFORMATION PURPOSES ONLY. THE TRUSTEE 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, WITH ALL FAULTS** BASIS.

THE AUCTIONEER HEREBY DISCLOSES HE IS ACTING SOLELY AS AN AGENT FOR THE TRUSTEE'S IN THE MARKETING, NEGOTIATIONS AND SALE OF THIS PROPERTY. THE PURCHASER(S) AGREE THAT THE TRUSTEE'S AND AUCTIONEER MAKE NO WARRANTY OF ANY KIND REGARDING THE CONDITION OR VALUE OF THE REAL OR PERSONAL PROPERTY.

1-800-822-1417

Dear Prospective Bidder,

Thank you for your inquiry on our upcoming on site Trustee's Real Estate Auction to be held on Saturday, October 27th at 11 am. John McInnis Auctioneers is proud to offer this Victorian two family home situated on a .39 acres parcel of land. This property offers town water and sewer and is located just a short walk to Historic Downtown Amesbury.

The Trustee has chosen the auction method of marketing to sell their family home, because of their faith in the quick and simple process of selling real estate at auction. Their decision allows you to set the market price for this wonderful property with your bid. You will buy the property at the lowest possible price by bidding one increment higher than the competition. What an opportunity!

As you know the property is being sold "as is, with all faults", be sure to attend one of the scheduled "open house" previews, as it will allow you to view the property and answer any questions you may have. Open Houses for this auction have been scheduled for Saturday October 13th and Sunday October 14th and Saturday October 20th and Sunday October 21st, 1-3 pm.

The high bid will be subject to confirmation from the Trustee. Remember, this is not a foreclosure sale. When you purchase this home you receive clear marketable title.

Please remember to have the \$15,000.00 certified deposit check and bring it with you to the auction. You must show the check at registration in order to receive a Bidder Number. You must have a Bidder Number in order to bid at this open, outcry auction. The sale is not contingent upon your ability to acquire mortgage financing. We encourage you to pre-qualify yourself with a lender before the auction. This will help you to bid with confidence. Enclosed is a Sample Purchase and Sale Agreement for you and your attorney to review. There can be no changes made to the Agreement.

This information packet has been assembled for your convenience. Our Experienced staff is readily available to assist you with any questions you may have regarding the property or the auction process. We welcome your calls. We look forward to seeing you at the auction and good luck with your bids!!

Sincerely,

John

John P. McInnis

Trustee's Real Estate Auction

**VICTORIAN TWO FAMILY HOME
SITUATED ON A .39 ACRE PARCEL OF LAND**

TO BE OFFERED IN TWO LOTS OR ITS ENTIRETY

15 Maple Street - Amesbury, Massachusetts

SATURDAY, OCTOBER 11th

To Be Held On Site

AT 11:00 AM

Open Houses:

Saturday October 13th and Sunday October 14th

Saturday October 20th and Sunday October 21st

1-3 pm.

Deposit: *A deposit of Fifteen Thousand Dollars (\$15,000.00) must be presented in cash, certified or bank check. Balance in 45 days.*

A. Make the certified deposit check payable to yourself. If you are the successful bidder, you will endorse the check to John McInnis Auctioneers, Escrow Agent.

B. Closing will take place on or before 45 days from the auction unless otherwise agreed upon by Seller, in writing.

C. The property is being sold **"as is, with all faults"**. We encourage you to attend the preview showing and thoroughly inspect the property. You must rely on your own inspection and judgment when bidding on this property.

D. The high bid will be **subject to confirmation by the Trustee.**

E. A Buyer's Premium of **TEN PERCENT (10%)** will be added to the high bid. Their sum will constitute the Total Purchase Price. See Buyer's Premium explanation elsewhere in this Bidder Information Packet.

F. The property is **NOT** being sold with a financing contingency, so we recommend that you pre-qualify yourself with your lending institution before bidding at the auction sale. This will allow you to bid with confidence!

BUYER'S PREMIUM EXPLANATION

There will be a Buyer's Premium of **TEN PERCENT** (10%) added to the high bid.

The total of the high bid plus the 10% Buyer's Premium shall constitute The Contract Sales Price.

EXAMPLE:

Bid Price: \$100,000.00

Add 10% Buyer's Premium: \$ 10, 000.00

Contract Sales Price: \$110,000.00

The Contract Sales Price represents the total due from the buyer and will be the amount entered on the Purchase and Sale Agreement.

1-800-822-1417

TERMS & CONDITIONS OF SALE

1. Auctioneer is John McInnis Auctioneers, 76 Main Street, Amesbury, Massachusetts. **Massachusetts Auctioneer's License #AU770.**
2. The Seller is **Janet M. Gwinn Revocable Trust** herein, "Sellers".
3. This sale is of certain real property; located at:

15 Maple Street • Amesbury, Massachusetts
The property will be sold "**AS IS, WITH ALL FAULTS**"

description of said Property to be sold is contained herein. Said real estate is described in a deed recorded in the Essex County Registry of Deeds, Book **20502**, Page **21**. (** See additional bidding information below for this auction.*)
5. The sale may be adjourned from time to time as the Auctioneer may determine.
6. **TERMS OF SALE:** An initial deposit of **Fifteen Thousand Dollars (\$15,000.00)** in cash, certified or bank check will be required at the time and place of the auction to register to bid on the property. **Balance in 45 days.** No bid will be considered unless said bidder has first registered with the Auctioneer and deposited with him the required earnest money deposit. Bids will be made orally. The auctioneer reserves the right to control the increments of the bids. Any bid not in compliance with the terms of sale may be rejected.
7. Auction will be conducted as a public auction and is subject to confirmation of the **Trustee**. The highest bidder will be the Buyer of the property, once the **Trustee** has confirmed the high bid. At the completion of the sale, the highest bidder will sign a Purchase and Sale Agreement in the form of the specimen attached hereto, the terms of which are incorporated herein.
8. The balance of the purchase price payable by the successful bidder shall be made in cash, certified check, cashier's or bank check. Closing is to be held no more than forty-five (45) days following the date of the Purchase and Sale Agreement.
9. Seller will convey good and clear record and marketable title, subject to such easements, restrictions, covenants, etc that do not materially interfere with the current use of the premises.
10. Buyer may examine title for 10 days after the day the bid is accepted and shall within that time notify seller in writing of any defects in title that may render the title unmarketable in accordance with the standards adopted by the

Massachusetts Real Estate Bar Association. Sellers shall have 30 days to cure any defects of title so brought to its attention that may render the title unmarketable. Buyer shall have the right to rescind and be refunded his deposit where defects of title that render the title unmarketable are not cured by sellers with the above-stated number of days.

11. In the event that the highest bidder fails to comply with any of the terms and conditions of sale, said bidder's deposit will be retained by the Seller, unless the Auctioneer, in its sole discretion, reopens the bidding, and the new highest bidder immediately executes a Purchase and Sale Agreement. Upon close of bidding and compliance with the terms of sale, the Auctioneer shall declare that the terms of the sale have been complied with and that the public sale is closed. If the Buyer fails to perform at closing, the Sellers will retain the Buyer's deposit. A bidder or buyer whose deposit is retained under this paragraph shall be responsible for any and all consequential damages and additional costs, deficiencies, expenses and losses suffered as a result of his failure to perform, including without limitation, any attorney's fees.
12. The Buyer's commitment under the Purchase and Sale Agreement will **NOT** be contingent upon securing financing or upon any other conditions; the Buyer's deposit will not be refunded due to any inability to obtain financing or any other failure by the Buyer to perform.
13. The property is sold "**AS IS, WITH ALL FAULTS**", and with all existing defects and without any warranties of any kind even as to fitness for a particular purpose, habitability or merchantability. Bidders are invited to inspect the premises and public records prior to making a bid. No warranties, guarantees or representations of any kind are made; and all warranties are disclaimed with respect to any improvements located underground, the location and/or boundaries of the premises or improvements thereon, environmental compliance, or its compliance with any applicable zoning or land use regulations, laws or ordinances. BUYER agrees that SELLERS are not giving any express warranty, has no successor liability and is not obligated to give any implied warranties. The Buyer will assume responsibility and expense for any title search, title examination or title insurance, as set forth in said Purchase and Sale Agreement.

THE BUYER WILL ASSUME RISK OF ANY DEFECTS, AND EACH BIDDER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE AMOUNT BID REFLECTS THE "AS IS, WHERE IS" CONDITION OF UNDISCLOSED DEFECTS. EACH BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT SUCH BIDDER IN NO WAY RELIES UPON REPRESENTATION MADE BY SELLERS OR HIS AGENTS.

14. In the event of a substantial loss or damage to the property occurring after the execution of the Purchase and Sale Agreement and prior to closing, the Buyer shall have the election either to terminate said Purchase and Sale Agreement and receive a refund of the earnest money deposit or to complete the purchase and

receive any insurance proceeds or eminent domain award received by Sellers on account of the damage or loss.

15. In the case of disputed bidding, the Auctioneer shall be the sole and absolute judge of such dispute.
16. The Auctioneer acts only as agent for the Seller(s).
17. In the event of any conflict between these Terms and Conditions of Sale and the Purchase and Sale Agreement, the Purchase and Sale Agreement shall control.
18. The property being sold currently is used as a two-family dwelling on a parcel of land containing approximately .39 acres (the "Entire Lot"). The property is in the R8 Zoning District. The Seller has had a proposed Form A plan drawn (the "Plan"), which would divide the Entire Lot into two separate lots (Lots 1 and 2). The Plan is available for review. The Plan has not been submitted to the Town of Amesbury for endorsement or consideration, and neither the Seller nor its agents makes any representation that the Town would accept the Plan as a Form A plan or a subdivision plan, whether any other permit or zoning relief would be necessary to obtain a building permit for Lot 1 or Lot 2 as shown on the Plan, or whether the existing house could continue to be used as a two-family if the Entire Lot were divided into 2 separate lots. The sale is expressly subject to all applicable zoning, land use, environmental, building and health laws, ordinances, regulations, and the like. The sale further is subject to and with the benefit of all easements, restrictions, reservations, and conditions of record and is subject to all leaseholds, tenancies, and/or rights of tenants in possession.

The seller intends to offer to sell the property at auction either as a single lot (the Entire Parcel) or as two potential lots (approximately as shown on the Plan as Lots 1 and 2), subject to the conditions set forth herein. The seller will first solicit bids for Lot 1 and for Lot 2, as potentially separate lots, with the approximate areas and lot shapes as shown on the Plan, but with the seller reserving the right to change the dimensions and/or shape of Lot 1 and Lot 2 to the extent reasonably necessary to obtain a Form A endorsement of the Plan, as it may be revised. Bids on Lot 1 and Lot 2 will then be placed on hold, and the seller will solicit bids for the Entire Lot. If the sum of the high bids for Lots 1 and 2 exceeds the amount of the high bid for the Entire Lot, the seller shall accept the high bids for Lots 1 and 2; otherwise, the seller shall accept the high bid for the Entire Lot. If the sale of Lots 1 and 2 does not occur pursuant to the conditions set forth below within 60 days of the date of the auction, then the seller reserves the

right (but has no obligation) to sell the Entire Lot to the high bidder for the Entire Lot for the amount of the high bid for the Entire Lot, provided that the high bidder for the Entire Lot tenders the required deposit to the auctioneer within 7 days after written notice of the failure to sell Lots 1 and 2 and delivers the full purchase price as set forth herein within 45 days of said written notice. Seller reserves the right to cancel the auction at any time after bidding has commenced but before a Purchase and Sale Agreement is executed by all seller and the high bidder(s).

The following conditions apply to any bid made for Lot 1 or Lot 2, as potentially separate lots:

- A. The bidder acknowledges that Lot 1 and Lot 2 as shown on the Plan Are approximate representations of lot shape and size only, based on seller's engineer's estimations, and the final shapes and sizes of Lot 1 and Lot 2 may vary from the Plan to the extent necessary to obtain governmental approval of separate lots.
- B. The bidder acknowledges that Lot 1 and Lot 2 at this time are not legally created buildable lots, and that the bidder, if successful, will be purchasing the right to purchase such lot or lots, at the amount of the applicable high bid, only if seller is successful in obtaining Planning Board endorsement of a plan creating 2 separate lots within 60 days of the date of this auction, failing which, seller shall return the bidder's deposit and all obligations of seller and the bidder to each other relative to the auction shall be null and void. By unanimous consent only, seller and the high bidder for Lot 1 and the high bidder for Lot 2 may extend such 60 day period.
- C. The bidder acknowledges that neither seller nor its agents makes any representation as to the compliance of proposed Lots 1 and 2 with applicable zoning by-laws, and the bidder agrees that it shall purchase such Lot at its own risk relative to zoning compliance.
- D. The high bidder for Lot 1 and for Lot 2, respectively, shall accept and be responsible for compliance with any condition of Planning Board approval of Lots 1 and 2 as separate lots, except that seller agrees to remove the garage from the Property prior to closing if the Planning Board approval for 2 lots is obtained.
- E. If seller accepts the high bids for Lots 1 and 2, then seller shall use diligent efforts to obtain Planning Board approval for Lots 1 and 2 as separate lots, in shape and size substantially similar to those shown on the Plan, but subject to revision as may be required by the Town of

Amesbury. Seller makes no representation that such approval will be granted.

- F.** If seller obtains Planning Board endorsement of a plan creating 2 separate lots within the time provided above, the high bidder for Lot 1 and the high bidder for Lot 2 (if the sum of such bids exceeds the amount of the high bid for the Entire Lot) shall tender the full purchase price therefor pursuant to the terms of the Purchase and Sale Agreement, failing which, the applicable deposit shall be forfeited to seller as liquidated damages.

- 19.** Other terms or conditions may be announced at the sale.

REAL ESTATE AUCTION PURCHASE AND SALE AGREEMENT

The undersigned purchaser, as the successful bidder at a certain auction of the real property described below, herein agrees to purchase said real estate in accordance with the following terms and conditions.

1. SELLER(S):

BUYER(S):

Janet M. Gwinn Revocable Trust

Address: 15 Maple Street
Amesbury, MA

Address: _____

Tel. No:

Tel no. _____

2. Entirety - Two Family Dwelling

LAND AREA: .39 +/--acre

DEED REFERENCE: Book 20502Page 21

2A. Lot 1- Single Family Dwelling

LAND AREA: .19+/- acre

DEED REFERENCE: TBD

2B. Lot 2 – Land and Existing Barn Structure

LAND AREA: .20+/- acre

DEED REFERENCE: TBD

3. BID PRICE (HAMMER PRICE)

\$ _____

10% BUYER'S PREMIUM

\$ _____

TOTAL PURCHASE PRICE DUE FROM BUYER

\$ _____

DEPOSIT required at the time of registration on auction day to be held by John McInnis Auctioneers, receipt of which is acknowledged and is **NON-REFUNDABLE**, except as provided below.

\$ _____

Balance Due at Transfer of Title:

\$ _____

4. Transfer of Title: In accordance with the terms of the auction sale, title shall be transferred and the balance of the purchase price paid on or before **Dec. 11, 2007**, at a time and place to be agreed upon. If no time and place is agreed upon, title shall be transferred at the **Essex County Registry** of Deeds on or before **Dec. 11, 2007**.

5. Title shall be transferred by a **Quitclaim Deed** to the premises, which shall be provided at Seller's expense.

6. Seller will convey good and clear record and marketable title, subject to such easements, restrictions, covenants, etc that do not materially interfere with the current use of the premises". Buyer may examine title for 10 days after the day the bid is accepted and shall within that time notify seller in writing of any defects in title that may render the title unmarketable in accordance with the standards adopted by the **Massachusetts Real Estate Bar Association**. Sellers shall have 30 days to cure any defects of title so brought to its attention that may render the title unmarketable. Buyer shall have the right to rescind and be refunded his deposit where defects of title that render the title unmarketable are not cured by sellers with the above-stated number of days.

7. Seller shall keep the premises insured during the term of this Agreement. In the event of damage by fire, or casualty, the Seller shall either restore the premises to their former condition or the Buyer, at his election, may cancel this Agreement, in which case this Agreement shall be void, or accept the premises in its then condition together with proceeds of said insurance which Seller agrees to assign to Buyer if Buyer so elects.

8. Real estate taxes and all charges against the property shall be apportioned as of the date of transfer of title.

9. Except as expressly provided herein, Seller makes no representations to Buyer as to the property or compliance of the property with any applicable governmental law, regulation, ordinance or the like.

10. This instrument is to be construed as a **Massachusetts Contract**; and is to take effect as a sealed instrument; set forth the entire contract between the parties; is binding upon and inures 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 written instrument executed by both the Seller and the Buyer. If two or more persons are named herein as Buyers and Sellers, their obligation there under shall be joint and several.

11. **TIME IS OF THE ESSENCE** as to all dates referenced in this contract. Where necessary to effectuate the intent of the parties, the Agreement herein shall survive the closing.

12. **Risk of Defects.** The Buyer shall assume risk for any defects. Each buyer for said Property expressly acknowledges and agrees that the amount bid reflects the **"AS IS, WITH ALL FAULTS"** condition and subject to all laws and ordinances with all faults of said Property and the assumption of all risks relating to undisclosed defects. Each buyer further acknowledges and agrees that such buyer in no way relies on representation made by Sellers or Auctioneer.

13. If the Buyer fails to perform at closing, the Sellers will retain the Buyer's deposit. A bidder or buyer whose deposit is retained under this paragraph shall be responsible for any and all consequential damages and additional costs, deficiencies, expenses and losses suffered as a result of his failure to perform, including without limitation, any attorney's fees.

14. Any and all representations, statements and agreements heretofore made between the parties hereto are merged in this Agreement, which alone fully and completely expresses their obligations and this Agreement is entered into by each party after opportunity for investigation, neither party relying on any statements or representations not embodied in this Agreement, made by the other or on his behalf. The Buyer fully acknowledges that he or she has examined the real estate to be sold and is purchasing at public Auction and accepts the property as is as shown.

15. The Sellers and Buyers agree that the Auctioneer is exclusively responsible for conducting and orchestrating this real estate auction in that no commission is due to any other broker or agent except as follows:

16. Buyer acknowledges that in the event he or she is represented by a Broker, a **co-broke fee** is entitled to that Broker, according to the terms on the Broker Participation Form and the Broker should have pre-registered a Buyer forty-eight (48) hours prior to the auction.

17. **Lead Paint Law** - The Buyer acknowledges that whenever a child or children under six (6) years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six (6) years of age. Buyer further acknowledges that he has been notified of said lead paint law by Seller and Auctioneer.

The following conditions apply to any bid made for Lot 1 or Lot 2 as potentially separate lots:

1. The bidder acknowledges that Lot 1 and Lot 2 as shown on the Plan are approximate representations of lot shape and size only, based on seller's engineer's estimations, and the final shapes and sizes of Lot 1 and Lot 2 may vary from the Plan to the extent necessary to obtain governmental approval of separate lots.
2. The bidder acknowledges that Lot 1 and Lot 2 at this time are not legally created buildable lots, and that the bidder, if successful, Will be purchasing the right to purchase such lot or lots, at the amount of the applicable high bid, only if seller is successful in obtaining Planning Board endorsement of a plan creating 2 separate lots within 60 days of the date of this auction, failing which, seller shall return the bidder's deposit and all obligations of seller and the bidder to each other relative to the auction shall be null and void. By unanimous consent only, seller and the high bidder for Lot 1 and the high bidder for Lot 2 may extend such 60 day period.
3. The bidder acknowledges that neither seller nor its agents makes any representation as to the compliance of proposed Lots 1 and 2 with applicable zoning by-laws, and the bidder agrees that it shall purchase such Lot at its own risk relative to zoning compliance.

4. The high bidder for Lot 1 and for Lot 2, respectively, shall accept and be responsible for compliance with any condition of Planning Board approval of Lots 1 and 2 as separate lots, except that seller agrees to remove the garage from the Property prior to closing if the Planning Board approval for 2 lots is obtained.

5. If seller accepts the high bids for Lots 1 and 2, then seller shall use diligent efforts to obtain Planning Board approval for Lots 1 and 2 as separate lots, in shape and size substantially similar to those shown on the Plan, but subject to revision as may be required by the Town of Amesbury. Seller makes no representation that such approval will be granted.

6. If seller obtains Planning Board endorsement of a plan creating 2 separate lots within the time provided above, the high bidder for Lot 1 and the high bidder for Lot 2 (if the sum of such bids exceeds the amount of the high bid for the Entire Lot) shall tender the full purchase price therefor pursuant to the terms of the Purchase and Sale Agreement, failing which, the applicable deposit shall be forfeited to seller as liquidated damages.

October 27, 2007

Buyer Date SS#:

October 27, 2007

Buyer Date SS#:

The Seller accepts the offer and agrees to deliver the above described property at the price and upon the terms and conditions set forth.

October 27, 2007

Seller Date SS#:

October 27, 2007

Seller Date SS#:

October 27, 2007

Auctioneer Date

PROPERTY DESCRIPTION

Entirety - Two Family Dwelling situated on .39 +/- acre parcel of land

TOWN: Amesbury, Massachusetts
LOCATION: 15 Maple Street
BUILT: 1900
STYLE: Two Family
LAND: .39 +/- acres
LIVING SPACE SQ FT: 2,368 +/- square feet
TOTAL ROOMS: 12 Rooms
BATHROOMS: 2 Bath
ROOF SURFACE: Asphalt Shingles
SIDING: Vinyl
INSULATION: Unknown
FLOORS: Pine/Carpet
HEATING: Oil
LEVELS: Two
WATER: Town
SEWER: Town
ZONING: R8

MUNICIPAL DATA: Town of Amesbury, Massachusetts
Title Reference: Book 20502, Page 21
Date Recorded: 4/2/2003
Assessed Value: \$365,400.00
Tax Bill: \$ 2,404.33

PROPERTY DESCRIPTION

Lot #1-Single Family Dwelling situated on .19 +/- acre parcel of land

TOWN: Amesbury, Massachusetts

LOCATION: 15 Maple Street

LAND: 8,289 +/- square feet

PROPERTY DESCRIPTION

Lot #2 – Land and Existing Barn Structure situated on .20+/- acre parcel of land

TOWN: Amesbury, Massachusetts

LOCATION: 15 Maple Street

LAND: 8,898 +/- square feet

REAL ESTATE ABSENTEE BID FORM

I, _____ (Name)

Of, _____ (Address),

Wish to submit the following as my high bid on the following Real Estate:

Situated in the City/Town of: **Amesbury**

Street Address: **15 Maple Street**

County: **Essex** State of: **Massachusetts**

Amount of Bid: \$ _____

I understand that John McInnis Auctioneers will be auctioning this property on: **October 27, 2007**. If this bid is the highest bid for the subject property, I agree to execute a purchase and sale agreement in the amount for the subject property within forty-eight (48) hours after the sale. I recognize that John McInnis Auctioneers has been retained to conduct the above auction on behalf of the seller and that its acceptance and placement of my absentee bid is purely an accommodation on the part of John McInnis Auctioneers and I, my successors and assigns agree and convenient that no liability on the part of John McInnis Auctioneers is incurred by reason of its acceptance and placement of this bid and further, I hereby release and waive any claims against John McInnis Auctioneers of whatever nature arising out of or because of this bid. In the event that I or my personal representation should fail, refuse or neglect to execute an deliver a valid and binding purchase and sale agreement for the within property, if this absentee bid is the highest bid therefore, then my deposit in the amount of \$_____ which accompanies this bid shall be forfeited and I or my personal representatives may be liable for additional damages, costs and expenses incurred by the seller including attorneys fees. Furthermore, I have seen and fully understand the purchase and sales agreement for this property. If the auction is one with more than one property/lot/unit and my first choice above is not successful, I agree to place the same bid on the following:

_____.

DATE: _____, 2007

Witness

Signature

Print Name

Map/Lot/Unit : 51 / 173 / /
Location: 15 MAPLE ST
Owner Name: GWINN JANET M TRE
Account Number:

Parcel Value

Item	Current Assessed Value	FY 2006 Assessed Value
Improvements	234,700	249,000
Land	130,700	130,700
Total:	365,400	379,700

Owner of Record

GWINN JANET M TRE
 JANET GWINN REVOCABLE TRUST

Ownership History

Owner Name	Book/Page	Sale Date	Sale Price
GWINN JANET M TRE	20502/ 21	4/2/2003	100
GWINN PAUL J	03886/0290	4/8/1952	0

Land Use

Land Use Code	Land Use Description
1040	TWO FAMILY

Land Line Valuation

Size	Frontage	Zone	Neighborhood	Assessed Value
0.39 AC	150	R8		130,700

Construction Detail

Building # 1		
STYLE Hist Multi	MODEL Residential	Grade: Average
Stories: 2 Stories	Occupancy 2	Exterior Wall 1 Vinyl Siding
Roof Structure: Gable/Hip	Roof Cover Asph/F GlS/Cmp	Interior Wall 1 Drywall/Sheet
Interior Wall 2 Plastered	Interior Flr 1 Pine/Soft Wood	Interior Flr 2 Carpet
Heat Fuel Oil	Heat Type: Hot Water	AC Type: None

Total Bedrooms: 04
 Total Rooms: 12

Total Bthrms: 2
 Bath Style: Average

Total Half Baths: 0
 Kitchen Style: STANDARD

Building Valuation

Living Area: 2,368 square feet
 Depreciation: 37%

Replacement Cost: 343,768
 Building Value: 216,600

Year Built: 1900

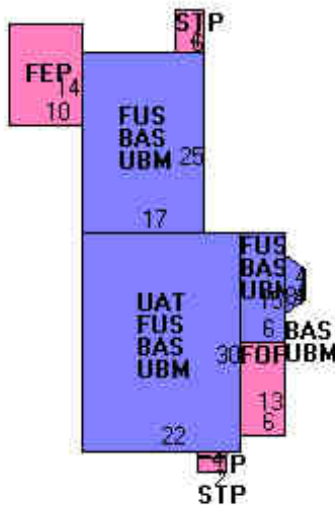
Extra Features

Code	Description	Units
	No Extra Building Features	

Outbuildings

Code	Description	Units
FGR1	GARAGE-AVE	620 S.F.
BRN1	BARN - 1 STORY	1598 S.F.

Building Sketch



Subarea Summary

Code	Description	Gross Area	Living Area
BAS	First Floor	1193	1193
FEP	Porch, Enclosed, Finished	140	0
FOP	Porch, Open, Finished	82	0
FUS	Upper Story, Finished	1175	1175
STP	Stoop	32	0

UAT	Attic, Unfinished	660	0
UBM	Basement, Unfinished	1193	0

CERTIFIED PLOT PLAN

IN
AMESBURY, MA

SHOWING
A PROPOSED SUBDIVISION
(MAP 51, LOT 173)

ZONING REQUIRMENTS

DISTRICT RB
FRONT YARD 25FT.
SIDE YARD 15FT.
REAR YARD 30FT.

OWNER OF RECORD

JANET M. GWINN REVOCABLE TRUST
15 MAPLE STREET
AMESBURY, MA
BK.20502 PG.21

(177/51)

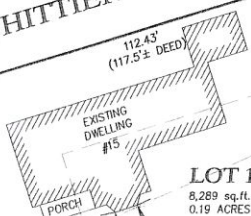
N/F
PAUL J. & DEBORAH J.
JANCEWICZ
19 WHITTIER AVE.
BK.14226 PG.205

(174/51)

N/F
WILFRED B. FORTIN

WHITTIER AVENUE

MAPLE STREET



LOT 1

8,289 sq.ft.
0.19 ACRES

EXISTING GARAGE
(TO BE REMOVED)

EXISTING BARN

LOT 2

8,898 sq.ft.
0.20 ACRES

LEGEND

- ☐ C.B. CONCRETE BOUND
- ▣ S.B. STONE BOUND
- ⊙ D.H. DRILL HOLE
- ⊙ PK MASONRY NAIL
- ⊙ MAG MAGNETIC NAIL
- ⊙ I.P. IRON PIPE
- ⊙ I ROD IRON ROD
- FND. FOUND
- N/FND. NOT FOUND



ASSESSORS MAP AND PARCEL

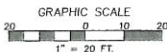
I CERTIFY:
THAT THIS ACTUAL SURVEY WAS MADE
ON THE GROUND AND THAT THE
STRUCTURES ARE LOCATED AS SHOWN
TO THE BEST OF MY ABILITY AND
BELIEF.

REGISTERED PROFESSIONAL LAND SURVEYOR

REGISTERED PROFESSIONAL LAND SURVEYOR DATE

MILLENNIUM ENGINEERING, INC.

ENGINEERS AND LAND SURVEYORS
62 ELM ST. SALISBURY, MA 01952 (978) 463-8980
13 HAMPTON RD. EXETER, NH 03833 (603) 778-0528



SCALE: 1"=20'	CALC. BY: P.J.M.	PROJECT: M072115
DATE: AUG. 20, 2007	CHKD. BY: S.J.R.	SHEET: 1 OF 1

MASSACHUSETTS QUITCLAIM DEED SHORT FORM

I, Jeffrey M. Gwinn, Trustee of the Janet M. Gwinn Revocable Trust under a declaration of trust dated March 14, 2003, as amended by First Amendment to Trust Agreement dated September 25, 2006,

of Amesbury, Essex County, Massachusetts

for consideration paid, and in full consideration of \$

grant to

of 15 Maple Street, Amesbury, MA 01913

with **quitclaim covenants**

the land in Amesbury, Essex County, Massachusetts, being bounded and described as follows:

[Description and encumbrances, if any]

The land in said Amesbury, containing 62 4/5 rods, more or less, together with the buildings thereon, bounded as follows: Beginning at the Northwesterly corner thereof at the junction of Maple Street and Whittier Avenue, thence running Easterly by said Whittier Avenue 117 feet, 6 inches, more or less, to land formerly of Feltham; thence Southerly by land formerly of Feltham 152 feet, more or less, to land of Bird; thence Westerly by land of said Bird 108 feet, 6 inches, more or less, to Maple Street; thence Northerly by said Maple Street 151 feet, 4 inches, more or less, to the point of beginning.

No dwelling house or other building except bay window to a dwelling house shall be built nearer than twelve feet to said Maple Street.

Being the same premises conveyed to the Janet M. Gwinn Revocable Trust by deed dated March 14, 2003, and recorded in Essex South District Registry of Deeds in Book 20502, Page 21.

Property Address: 15 Maple Street, Amesbury, MA

Witness my hand and seal this day of 2007.

Jeffrey M. Gwinn, Trustee

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS.

On this _____ day of _____, 2007, before me, the undersigned notary public, personally appeared Jeffrey M. Gwinn, Trustee, proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public:
My commission expires:

F:\PJG\Gwinndeed.wpd

SELLER'S DISCLOSURE

Property: 15 Maple Street – Amesbury, MA

John McInnis Auctioneers has gathered as much information as possible from the Owner. As agents for the owner's, we have made every effort to provide information gathered to potential buyers.

WATER SUPPLY: _____

Town/City:

Type of System:

Malfunctions: _____

Not Known _____

Date of Installation: _____

Not Known _____

Date of Most Recent

Water Test: _____

Not Known _____

INSULATION DISCLOSURE:

Attic: _____

Not Known _____

Exterior Walls: _____

Not Known _____

SEPTIC SYSTEM DISCLOSURE:

Size: _____ N/A _____

Not Known _____

Location: _____ N/A _____

Not Known _____

Malfunctions: _____

Not Known _____

TOWN SEWERAGE:

Town/City: _____

KNOWN HAZARDOUS MATERIALS DISCLOSURE:

A) Asbestos _____

Not Known _____

B) Lead Based Paint _____

Not Known _____

C) Radon _____

Not Known _____

D) Underground Tanks _____

Not Known _____

Seller's Signature

Date

Seller's Signature

Date

Buyer's Signature

Date

Buyer's Signature

Date

Potential Purchasers are encouraged to seek information from any professionals in any of these areas regarding a specific issue.

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND LEAD-BASED PAINT HAZARDS**

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure(initial)

___(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and or lead-based paint hazards are present in the housing(explain). _____

Seller has no knowledge of lead-based paint or lead-based paint hazards in the housing.

___(b) Records and reports available to the seller (check one below):

Seller has provided the purchaser will all available records and reports pertaining too lead- based paint and or lead-based paint hazards in the housing (list documents below). _____

Seller has no reports or records pertaining to lead- based paint and or lead-based paint hazards in the housing.

Purchaser's Acknowledgement (initial)

___(c) Purchaser has received copies of all information listed above.

___(d) Purchaser has received the pamphlet *Protect your Family from Lead in your Home.*