

MORTGAGEE'S SALE OF
REAL ESTATE

Auction

~Property Information Packet~

Victorian Home ♦ Current use Multi Family
Detached 2.5 Story Carriage Barn/Garage

Thursday, April 3rd
3:00 pm

~ 30 Congress Street ~
Amesbury, Massachusetts

Open Houses: 1-2 pm
~ Sat. March 29th - Sun March 30th - Wed April 2nd ~
MA LIC # 770

mcinnisauctions.com

76 Main Street ~ Amesbury, Massachusetts 01913
1-800-822-1417



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

**IMPORTANT INFORMATION FOR
PROSPECTIVE BIDDERS**

Auctioneer's Disclaimer

**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.**

JOHN McINNIS AUCTIONEERS

Estates ♦ Auctions ♦ Real Estate ♦ Appraisals

*76 Main Street - Amesbury, Massachusetts 01913
Phone 978.388.0400 - - Fax 978.388.8863*

Dear Prospective Bidder,

Thank you for your inquiry on our upcoming Mortgagee's Sale of Real Estate Auction to be held on Thursday, April 3^d at 3:00 pm. John McInnis Auctioneers has been hired by the Newburyport Five Cents Savings Bank and their attorney Connolly & Connolly, Newburyport, Mass, to offer this Victorian Home, currently being used as a multi-unit with detached 2.5 story carriage barn/garage!

To be eligible to bid, at the time of registration you must present a \$15,000.00 deposit in a bank 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.

Additional terms to be announced at the time of sale.

Sincerely,

John

John P. McInnis

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by John J. McNulty and Benjamin W. Russell as Trustees of the 30 Congress Street Realty Trust ("Mortgagor") to Newburyport Five Cents Savings Bank ("Mortgagee") dated July 22, 2003 and recorded with the Essex County South District Registry of Deeds in Book 21318, Page 245, 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 3:00 o'clock P.M. on the 3rd day of April 2008 at 30 Congress Street, Amesbury, Essex County, Massachusetts 01913, all and singular the premises described in said mortgage, to wit:

The land in Amesbury containing about forty-three square rods, with the buildings thereon, bounded and described as follows:

Northwesterly by Congress Street, four rods, northeasterly by land of Joseph Blake, five rods and four feet and also by land of one Currier, five rods twelve and one half feet; southeasterly of said Currier, three rods nine and one half feet and southwesterly by land of one Crosswood, eleven rods fifteen and one half feet. Also the land in Amesbury bounded as follows: Beginning at a stone bound as land formerly of True now of Marquis; thence running southwesterly by Congress Street to remaining land of Courtney there measuring 45 feet; thence running southeasterly by remaining land of Courtney there measuring 83 feet; thence turning and running southwesterly by remaining land of Courtney there measuring 15 feet; thence turning and running southeasterly there measuring 130 feet more or less by remaining land of Courtney to land formerly of Currier now of Greaney; thence running northeasterly by said Cheney land there measuring 60 feet to land of Marquis; thence running northwesterly by said Marquis land to Congress Street and the point of beginning there measuring 197 feet.

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 \$15,000.00 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 \$15,000.00 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 3rd day of April 2008, by and among NEWBURYPORT FIVE CENTS SAVINGS BANK, a Massachusetts corporation, whose principal address is 63 State Street, Newburyport, Massachusetts 01950 (the "Seller"), John McInnis of Amesbury, Massachusetts, (the "Auctioneer"), and _____ (the "Buyer").

1. MORTGAGEE'S SALE AT PUBLIC AUCTION

Pursuant to a public auction conducted on April 3, 2008, by the Auctioneer on behalf of the Seller as foreclosing mortgagee, in exercise of the Power of Sale contained in a Mortgage from John J. McNulty and Benjamin W. Russell as Trustees of the 30 Congress Street Realty Trust dated July 22, 2003, and recorded with the Essex South District Registry of Deeds at Book 21318, Page 245, the Buyer as the highest bidder agrees to purchase the real property described below (the "Property") in accordance with the terms hereof.

2. DESCRIPTION OF THE PROPERTY

The Property shall mean the following, namely:

The land in Amesbury containing about forty-three square rods, with the buildings thereon, bounded and described as follows:

Northwesterly by Congress Street, four rods, northeasterly by land of Joseph Blake, five rods and four feet and also by land of one Currier, five rods twelve and one half feet; southeasterly of said Currier, three rods nine and one half feet and southwesterly by land of one Crosswood, eleven rods fifteen and one half feet.

Also the land in Amesbury bounded as follows: Beginning at a stone bound as land formerly of True now of Marquis; thence running southwesterly by Congress Street to remaining land of Courtney there measuring 45 feet; thence running southeasterly by remaining land of Courtney there measuring 83 feet; thence turning and running southwesterly by remaining land of Courtney there measuring 15 feet; thence turning and running southeasterly there measuring 130 feet more or less by remaining land of Courtney to land formerly of Currier now of Greaney; thence running northeasterly by said Chenney land there measuring 60 feet to land of Marquis; thence running northwesterly by said Marquis land to Congress Street and the point of beginning there measuring 197 feet.

For title reference see Deed dated June 20, 2002 and recorded at Essex South District Registry of Deeds at Book 18843, Page 421.

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 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 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. PRICE AND DEPOSIT

The bid price for which the Property has been sold to the Buyer is _____ Dollars (\$ _____) of which Fifteen Thousand and 00/100 (\$15,000.00) has been paid this day in accordance with the terms of the mortgagee's notice of

sale, with the balance to be paid by certified check or bank check at the time of the delivery of the deed. The Seller 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.

5. 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 date hereof, or such other time and place as may be mutually agreed upon by the Seller and the Buyer (the "Closing").

6. TITLE

In the event the Seller 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 Seller, 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 Seller can deliver to the Property in its then condition and to pay therefor the purchase price without deduction, in which event the Seller shall convey such title.

7. RISK OF LOSS

Seller shall maintain casualty insurance covering the Property in a reasonable amount as determined in the sole discretion of the Seller. 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, paying therefor the full balance of the bid price.

8. 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 Seller to be performed or observed.

9. CONDITION OF THE PREMISES

The Property shall be conveyed in "as-is" condition, subject to the present manner of use and occupancy of the Property. 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 Seller or the Auctioneer not set forth or incorporated in this Memorandum.

10. 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 Seller and the Buyer shall reimburse the Seller for all costs and expenses incurred by the Seller, 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 Seller 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.

11. DEED STAMPS AND RECORDING FEES

Buyer shall pay for and cancel for the benefit of the Seller 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.

12. 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 Seller 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

, Buyer

FORECLOSURE DEED

The Newburyport Five Cents Savings Bank

a banking corporation duly established under the laws of Massachusetts

and having its usual place of business at 63 State Street, Newburyport, Essex County, Massachusetts,

the current holder of a mortgage

from John J. McNulty and Benjamin W. Russell as Trustees of the 30 Congress Street Realty Trust to the
Newburyport Five Cents Savings Bank

dated July 22, 2003, recorded with Essex South District Registry of Deeds, Book 21318, Page 245, by the
power conferred by said mortgage and every other power, for _____ Thousand and
00/100 (\$_____.00) DOLLARS paid, grants to _____,

the premises conveyed by said mortgage.

WITNESS the execution and the corporate seal of the Newburyport Five Cents Savings Bank this ____ day of April, 2008.

Newburyport Five Cents Savings Bank
BY:

Richard A. Eaton, President

Janice C. Morse, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Essex, ss,

On this ____ day of April, 2008, before me, the undersigned notary public, personally appeared Richard A. Eaton, proved to me through satisfactory evidence of identification, which was personal knowledge, 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 as President for Newburyport Five Cents Savings Bank, a corporation.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Essex, ss,

On this _____ day of April, 2008, before me, the undersigned notary public, personally appeared Janice C. Morse proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, as Treasurer for Newburyport Five Cents Savings Bank, a corporation.

Notary Public
My Commission Expires:

30 CONGRESS ST

Building 1 of 2 [Next Building >>](#)



[Click to enlarge](#)

Map/Lot/Unit : 41 / 127 / /
Location: 30 CONGRESS ST
Owner Name: MCNULTY JOHN
Account Number:

Search for Similar Sale Properties



Parcel Value

Item	Current Assessed Value	FY 2007 Assessed Value
Improvements	299,600	274,200
Land	209,400	199,400
Total:	509,000	473,600



Owner of Record

MCNULTY JOHN
BENJAMIN W RUSSELL TRES



Ownership History

Owner Name	Book/Page	Sale Date	Sale Price
MCNULTY JOHN	18843/ 421	6/21/2002	395,000
MCMULLEN SR DANIEL T	08579/0284	10/22/1986	250,000
MARQUIS ANDREW A	06385/0686	8/25/1977	0



Land Use ([click here for a list of codes and descriptions](#))

Land Use Code	Land Use Description
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0111	4-8 UNITS
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Land Line Valuation

Size	Frontage	Zone	Neighborhood	Assessed Value
0.52 AC	115	R8		209,400



Construction Detail

Item	Value
STYLE	Multi Family
MODEL	Residential
Grade:	Average
Stories:	2 Stories
Occupancy	4
Exterior Wall 1	Aluminum Sidng
Roof Structure:	Gable/Hip
Roof Cover	Asph/F GlS/Cmp
Interior Wall 1	Plastered
Interior Wall 2	Drywall/Sheet
Interior Flr 1	Pine/Soft Wood
Heat Fuel	Gas
Heat Type:	Forced Air-Duc
AC Type:	None
Total Bedrooms:	05
Total Bthrms:	4
Total Half Baths:	0
Total Rooms:	14
Bath Style:	Average
Kitchen Style:	STANDARD



Building Valuation

Item	Value
Living Area	2,273 square feet
Replacement Cost	352,704
Year Built	1895

Depreciation 37%
 Replacement Cost Less Depreciation 222,200



Outbuildings ([click here for a list of codes and descriptions](#))

Code	Description	Units
PAT1	PATIO-AVG	96 S.F.

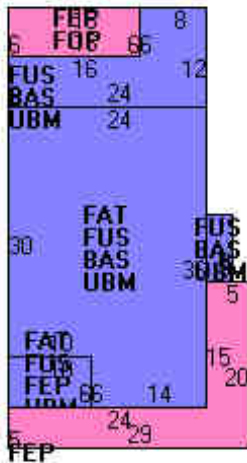


Extra Features ([click here for a list of codes and descriptions](#))

Code	Description	Units
No Extra Building Features		



Building Sketch ([click here for a list of codes and descriptions](#))



Subarea Summary ([click here for a list of codes and descriptions](#))

Code	Description	Gross Area	Living Area
BAS	First Floor	1020	1020
FAT	Attic, Finished	864	173
FEP	Porch, Enclosed, Finished	376	0
FOP	Porch, Open, Finished	96	0
FUS	Upper Story, Finished	1080	1080
UBM	Basement, Unfinished	1080	0
		—	—

Total

4516

2273

Building 1 of 2 [Next Building >>](#)

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