



# Owner's Real Estate Auction

## ~Property Information Packet~

**SINGLE FAMILY HOME  
WITH GARAGE**

**TO BE SOLD TO THE HIGHEST BIDDER!**

**Saturday, November 17<sup>th</sup>  
11:00 am**

***49 Oakland Street ~Amesbury, Massachusetts***



**Open Houses:  
1-3 PM  
Sunday Nov 4th  
Saturday Nov 10<sup>th</sup> & Sunday Nov 11th**

**[mcinnisauctions.com](http://mcinnisauctions.com)**

**76 Main Street ~ Amesbury, Massachusetts 01913**

- ◆ Located in a quiet residential neighborhood
  - ◆ Ideal First Time Buyer situation
    - ◆ Very Affordable
    - ◆ Motivated Sellers
  - ◆ Walking distance to Historic Downtown Amesbury
- ◆ Located adjacent to Amesbury's Riverwalk overlooking the Powow River
  - ◆ Move In Condition

**1-800-822-1417  
MA LIC# 770**



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**49 Oakland Street ~ Amesbury, Massachusetts**



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**JOHN McINNIS**  
**AUCTIONEERS**

**76 MAIN STREET**  
**AMESBURY, MASSACHUSETTS 01913**  
**[www.mcinnisauctions.com](http://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 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

# *JOHN MCINNIS AUCTIONEERS*

*Estates ♦ Real Estate ♦ Appraisals*

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

*Dear Prospective Bidder,*

*John McInnis Auctioneers is proud to offer this 3 bedroom 1 bath home situated on a .06 acre of land and is located in a quiet residential neighborhood with newer homes and a short walk to the Riverwalk.*

*The owner 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 Sunday November 4<sup>th</sup>, Saturday November 10<sup>th</sup> and Sunday November 11<sup>th</sup>, 1-3 pm.*

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

*Please remember to have the \$7,500.00 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

## SINGLE FAMILY HOME WITH GARAGE

49 Oakland Street - Amesbury, Massachusetts

SATURDAY, NOVEMBER 17<sup>TH</sup>

To Be Held On Site

AT 11:00 AM

Open Houses:

1-3 PM

Sunday Nov 4th

Saturday Nov 10<sup>th</sup> & Sunday Nov 11<sup>th</sup>

**Deposit:** *A deposit of Seven thousand (\$7,500.00) 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 to rely on your own inspection and judgment when bidding on this property.
- D.** The high bid will be **subject to confirmation by the owner**.
- 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 **Therese (Bean) Blatti** herein, "Sellers".
3. This sale is of certain real property; located at:

49 Oakland 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 **15617**, Page **433**.
5. The sale may be adjourned from time to time as the Auctioneer may determine.
6. **TERMS OF SALE:** An initial deposit of **Seventy Five Hundred Dollars (\$7,500.00)** 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 **Owner**. The highest bidder will be the Buyer of the property, once the **Owner** 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.** 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):**

Therese (Bean) Blatti

Address: 49 Oakland Street  
Amesbury, MA

Tel. No:

**BUYER(S):**

\_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Tel no. \_\_\_\_\_

**2. Single Family Home**

**LAND AREA:** .06 +/--acre

**DEED REFERENCE:** Book 15617Page 433

**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 **Jan 2, 2008**, 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 **Jan 2, 2008**.

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.

\_\_\_\_\_  
November 17, 2007  
Buyer Date SS#:

\_\_\_\_\_  
November 17, 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.

\_\_\_\_\_  
November 17, 2007  
Seller Date SS#:

\_\_\_\_\_  
November 17, 2007  
Seller Date SS#:

\_\_\_\_\_  
November 17, 2007  
Auctioneer Date



## PROPERTY DESCRIPTION

Single Family Home with Garage

**TOWN:** Amesbury, Massachusetts  
**LOCATION:** 49 Oakland Street  
**BUILT:** 1870  
**STYLE:** Single Family  
**LAND:** .06 +/- acres  
**LIVING SPACE SQ FT:** 1008 +/- square feet  
**TOTAL ROOMS:** 6 Rooms  
**BATHROOMS:** 1 Bath  
**ROOF SURFACE:** Asphalt Shingles  
**SIDING:** Vinyl  
**INSULATION:** Unknown  
**FLOORS:** Parquet/Carpet  
**HEATING:** Oil  
**LEVELS:** 1 1/2  
**WATER:** Town  
**SEWER:** Town  
**ZONING:** IC



### MUNICIPAL DATA:

Town of Amesbury, Massachusetts  
Title Reference: Book 15617, Page 433  
Date Recorded: 4/21/1999  
Assessed Value: \$238,400.00  
Tax Bill: \$ 3,137.34



**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: **49 Oakland Street**

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

Amount of Bid: \$

I understand that John McInnis Auctioneers will be auctioning this property on: **November 17, 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  
\_\_\_\_\_

**-BUYER BROKER PARTICIPATION -**

**-TERMS AND CONDITIONS & REGISTRATION FORM-**

**A commission will be paid based on the following schedule to any properly licensed real estate broker whose Buyer/Bidder is the successful purchaser for this property and who actually closes and pays the Total Contract Sale Price for this property.**

A (3%) commission, on the High Bid, will be paid on any pre auction written opening bid of at least Seventy Percent (70%) of the high bid. The Broker Registration Form is attached herewith or available upon request. **IF AN OPENING BID IS NOT WRITTEN ON THE BROKER PARTICIPATION FORM OR DOES NOT EQUAL AT LEAST SEVENTY PERCENT (70%) OF THE HIGH BID, THEN NO COMMISSION WILL BE PAID TO THE BROKER. THE MAXIMUM BROKER PARTICIPATION WILL NOT EXCEED (3%) OF THE HIGH BID. TO EARN THE FOREGOING APPLICABLE COMMISSION, BUYER BROKER MUST:**

**BROKER MUST REGISTER HIS BUYER/BIDDER BY FILLING OUT THE BROKER REGISTRATION FORM, IN FULL, AND FAX, MAIL OR EMAIL IT TO JOHN MCINNIS AUCTIONEERS. THE FORM MUST BE RECEIVED NO LATER THAN 48 HOURS PRIOR TO AUCTION DATE.**

- BROKER must show the property in person to his Buyer/Bidder.
- BROKER must attend and register with his Buyer/Bidder at the auction and encourage bidding.
- BROKER agrees that BROKER will not claim any exceptions to the foregoing procedures unless made in writing and signed by SELLER.
- BROKER agrees that no oral registration will qualify BROKER for commission.
- BROKER agrees that BROKER will not be entitled to a commission, if BROKER or any member of BROKER'S family or firm participates, as a principal at the Auction. BROKER shall give an affidavit to this effect, if requested.
- BROKER agrees that BROKER'S commission will be due upon final closing of the purchase by his Buyer/Bidder with all consideration paid in full.
- BROKER agrees that only the first registration of prospective Buyer/Bidder will be accepted and honored.
- BROKER agrees that commission will ONLY be paid at time of closing and will be disbursed by Escrow Agent.
- BROKER agrees that he shall hold harmless and indemnify JOHN MCINNIS AUCTIONEERS including its reasonable attorney's fees, from any and all claims with regard to such commission.
- Register prospective buyers for specific properties, prior to any inspection of the property by the buyer. Broker must complete the Buyer Broker Registration form below and fax back to us at (978) 388-8863.
- 

No broker will be recognized on a prospect who has previously contacted Seller or JOHN MCINNIS AUCTIONEERS, or has been previously contacted by Seller or JOHN MCINNIS AUCTIONEERS.

***There can be NO EXCEPTIONS to this procedure and no oral registrations will be accepted***

**BUYER'S BROKER REGISTRATON FORM**

Dear John McInnis Auctioneers,

As a licensed real estate broker/salesperson I,

Broker/Salesperson: \_\_\_\_\_

Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

License Number \_\_\_\_\_ (attach copy of Real Estate License),

Wish to register my client:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

For the upcoming auction of the following property: \_\_\_\_\_,

With an opening bid amount of \$ \_\_\_\_\_.

In addition to my signature below, please find the signature of my client, indicating that they have seen and agreed to the Buyer 's Broker Terms and Conditions.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Broker/Salesperson      Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Client      Date

The above signature states that neither broker, nor any of his employees or agents, nor any member of their immediate family, is a principal in this auction.

## 49 OAKLAND ST



[Click to enlarge](#)

**Map/Lot/Unit :** 54 / 223 / 1  
**Location:** 49 OAKLAND ST  
**Owner Name:** BEAN THERESE A  
**Account Number:**



### Parcel Value

Item	Current Assessed Value	FY 2006 Assessed Value
Improvements	141,900	150,800
Land	96,500	96,500
<b>Total:</b>	<b>238,400</b>	<b>247,300</b>



### Owner of Record

BEAN THERESE A



### Ownership History

Owner Name	Book/Page	Sale Date	Sale Price
BEAN THERESE A	15617/ 433	4/21/1999	100
BEAN MARK D	07437/0490	6/18/1984	55,900
PAOLINI JOHN F	06813/0485	4/30/1981	35,900



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

Land Use Code	Land Use Description
1010	Single Fam MDL-01



### Land Line Valuation



Size	Frontage	Zone	Neighborhood	Assessed Value
0.06 AC	40	IC		96,500



## Construction Detail

Item	Value
STYLE	Old Style
MODEL	Residential
Grade:	Average
Stories:	1 1/2 Stories
Occupancy	1
Exterior Wall 1	Vinyl Siding
Roof Structure:	Gable/Hip
Roof Cover	Asph/F Gls/Cmp
Interior Wall 1	Plastered
Interior Wall 2	Drywall/Sheet
Interior Flr 1	Carpet
Interior Flr 2	Parquet
Heat Fuel	Oil
Heat Type:	Steam
AC Type:	None
Total Bedrooms:	03
Total Bthrms:	1
Total Half Baths:	0
Total Rooms:	6
Bath Style:	Average
Kitchen Style:	STANDARD



## Building Valuation

Item	Value
Living Area	1,008 square feet
Replacement Cost	224,973
Year Built	1870
Depreciation	37%
Replacement Cost Less Depreciation	141,700



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

Code	Description	Units
PAT1	PATIO-AVG	80 S.F.

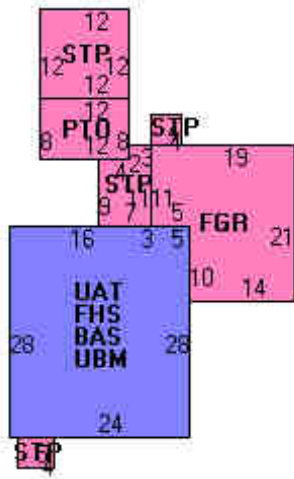


**Extra Features** (click here for a list of codes and descriptions)

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	672	672
FGR	Garage, Finished	349	0
FHS	Half Story, Finished	672	336
PTO	Patio	96	0
STP	Stoop	249	0
UAT	Attic, Unfinished	672	0
UBM	Basement, Unfinished	672	0
<b>Total</b>		<b>3382</b>	<b>1008</b>



2  
75  
Prepared By:  
John H. Perrone & Associates  
86 Summer Street  
Haverhill, MA 01830

04/21/99 1:19 inst. 495  
BK 15617 PG 433

**DEED**

We, **Mark D. Bean and Therese A. Bean**, of  
and Amesbury, MA., respectively

For consideration paid of less than One Hundred (\$100.00) Dollars

Grant to **Therese A. Bean**, individually

Of 49 Oakland Street, Amesbury, Essex, MA.,

with **Quitclaim Covenants**

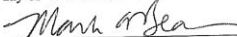
The land in said Amesbury, containing 8 1/4 rods, together with the buildings thereon, bounded,

- EASTERLY by Oakland Street, there measuring 44 feet;
- SOUTHERLY by Oakland Court, there measuring 52.14 feet;
- WESTERLY by land of Amesbury Metal Products Co., Inc., There measuring 44 feet;  
and
- NORTHERLY by said land of Amesbury Metal Products Co., Inc. There measuring 49.50  
feet;

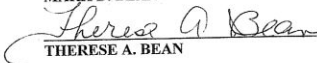
Together with the rights described in a deed from Mary L. Pickard to Nellie Ryder Feeley, dated  
September 29, 1921, recorded with the Essex South District Registry of Deeds, Book 2496, Page  
322.

Being the same premises conveyed to Mark D. Bean and Therese A. Bean by deed of John F.  
Paolini and Thora M. Paolini dated June 14, 1984, and recorded at the Essex South District  
Registry of Deeds at Book 7437 Page 490.

Witness our hands and seals this 23rd day of November, 1998.



**MARK D. BEAN**



**THERESE A. BEAN**

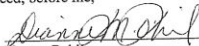
COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

November 23, 1998

Then personally appeared the above named **Mark D. Bean** and acknowledged the foregoing instrument to be his free act and deed, before me,

DIANNE M. O'NEIL, Notary Public  
My Commission Expires July 3, 2003



Notary Public

My Commission Expires: 7/3/2003

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

Then personally appeared the above named **Therese A. Bean** and acknowledged the foregoing to be her free act and deed, before me,

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

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**SELLER'S DISCLOSURE**

**Property:** 49 Oakland 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.*



## Riverwalk Expansion

Includes a 500 foot elevated boardwalk over the Powow River linking the Upper Millyard and Market Square.



## Brochure Credits

Alliance for Amesbury / Communications Committee

Amesbury's Office of Community & Economic Development

Former Mayor Nicholas J. Costello

Mayor David T. Hildt

Powow River Watershed Association

Design by *ivan,paul design*

Funded by Provident Community Foundation Inc.

Photographs by Z deZigns, Inc.

Printed by Newburyport Press

## Welcome to the Riverwalk

Unique to the North Shore of Boston, Amesbury's scenic pedestrian walkway and bike path winds along the Powow River, providing a "greenway" along the old Boston & Maine rail bed from Amesbury's historic downtown Upper Millyard and Market Square to the Carriagetown Marketplace along Route 110.

## Location and Parking

From downtown Amesbury, directly adjacent to the Water Street Town Parking Garage (Free Parking).

- From Interstate 95, take Route 110 West (Exit 58). At the traffic lights, turn right onto Elm Street. After approximately 2 miles turn left onto Water Street. Parking garage is on the left.

- From Interstate 495, take Route 150 (Exit 54). At traffic lights proceed straight into town on Route 150 (Hillside Avenue). Continue through traffic signals onto Main Street. At the roundabout in Market Square bear right onto Elm Street and take an immediate right onto Water Street. The parking garage is on the left.

From the Carriagetown Marketplace (Free Parking) on Route 110.

- From Interstate 95, take Rt. 110 West (Exit 58). At the 2nd traffic light turn right into Carriagetown Marketplace. Follow around to the west end of the building to locate the Riverwalk access point.

- From Interstate 495, take the Rt. 110 East (Exit 55). Follow to the first set of lights and take left into Carriagetown Marketplace. Follow around to the west end of the building to locate the Riverwalk access point.

positively AMESBURY!

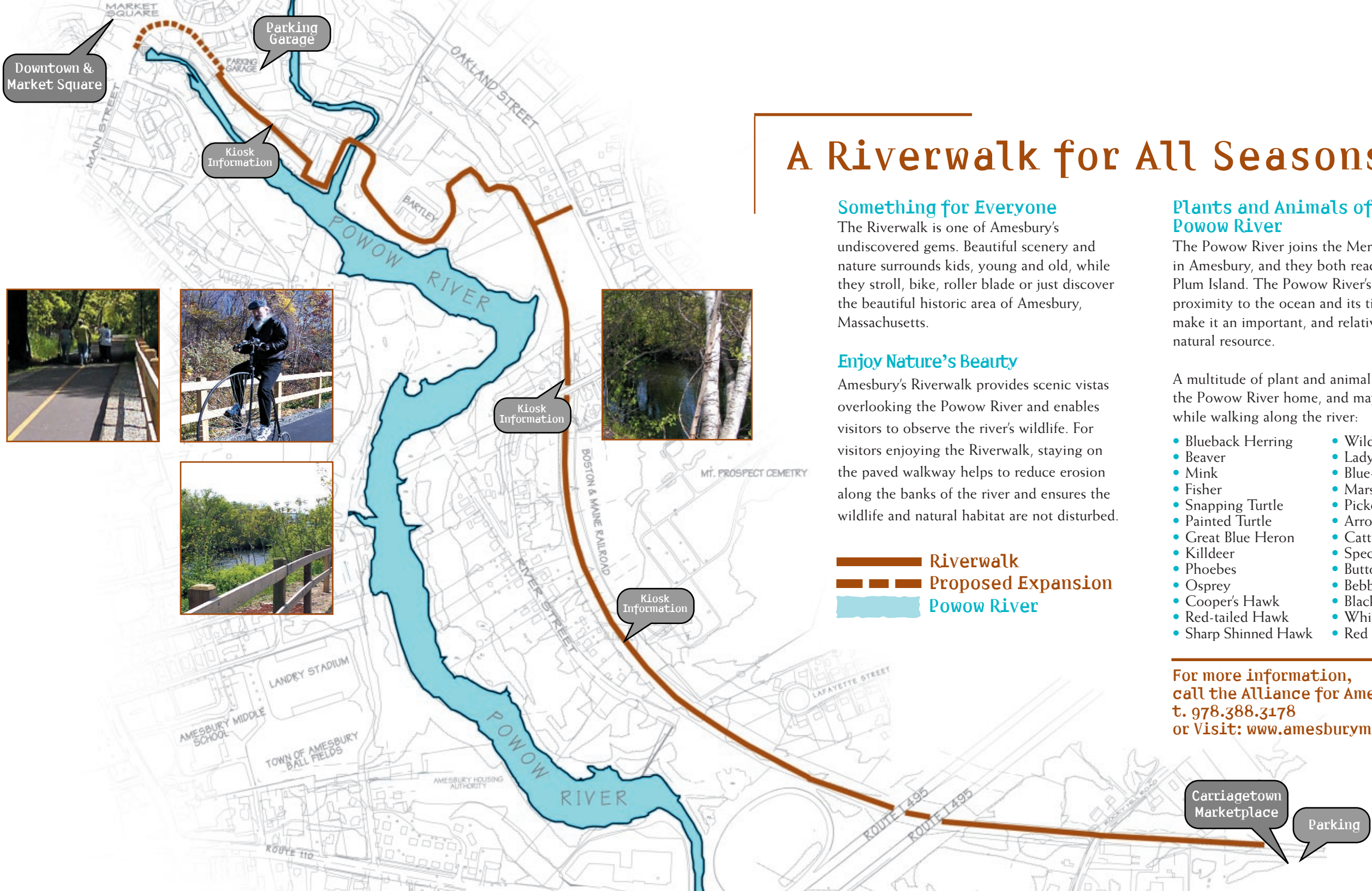
Alliance for Amesbury, Inc  
5 Market Square  
Amesbury, MA 01913

Amesbury  
**RIVER-  
WALK**  
Along the Powow River



tel. 978.388.3178 or [www.amesburymass.com](http://www.amesburymass.com)





# A Riverwalk for All Seasons

## Something for Everyone

The Riverwalk is one of Amesbury's undiscovered gems. Beautiful scenery and nature surrounds kids, young and old, while they stroll, bike, roller blade or just discover the beautiful historic area of Amesbury, Massachusetts.

## Enjoy Nature's Beauty

Amesbury's Riverwalk provides scenic vistas overlooking the Powow River and enables visitors to observe the river's wildlife. For visitors enjoying the Riverwalk, staying on the paved walkway helps to reduce erosion along the banks of the river and ensures the wildlife and natural habitat are not disturbed.

## Plants and Animals of the Powow River

The Powow River joins the Merrimack River in Amesbury, and they both reach the sea at Plum Island. The Powow River's close proximity to the ocean and its tidal nature make it an important, and relatively rare, natural resource.

A multitude of plant and animal species call the Powow River home, and may be spotted while walking along the river:

- Blueback Herring
- Beaver
- Mink
- Fisher
- Snapping Turtle
- Painted Turtle
- Great Blue Heron
- Killdeer
- Phoebe
- Osprey
- Cooper's Hawk
- Red-tailed Hawk
- Sharp Shinned Hawk
- Wild Rice
- Lady Slipper
- Blue-flag Iris
- Marsh Marigold
- Pickerelweed
- Arrowhead
- Cattails
- Speckled Alder
- Buttonbush
- Bebb Willow
- Black Gum
- White Oak Tree
- Red Maple Tree

- Riverwalk
- Proposed Expansion
- Powow River

For more information, call the Alliance for Amesbury t. 978.388.3178 or Visit: [www.amesburymass.com](http://www.amesburymass.com)

