

MORTGAGEE'S SALE
REAL ESTATE
AUCTION

**5 Warren Avenue
Salisbury, MA**

**Thursday August 13th
10:00 am**



**PREVIEWS:
PLEASE VISIT OUR WEBSITE FOR ANY
SCHEDULED PREVIEWS
AUCTION DAY: 1 HR PRIOR TO SALE**

JOHN McINNIS AUCTIONEERS
76 Main Street ~ Amesbury, MA
800-822-1417 ♦ mcinnisauctions.com
MA Lic# 770



TABLE OF CONTENTS

5 Warren Avenue ~ Salisbury, Massachusetts

Disclaimer

Transmittal Letter

Mortgagee's Notice of Sale of Real Estate

Memorandum of Sale

Assessors Card

Tax Bill

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.**

Announcements from the Auction Block take precedence
over any previously printed material or any other oral statements made.

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, August 13th at 10 a.m. John McInnis Auctioneers has been hired by the Newburyport Five Cents Savings Bank and their attorney Connolly & Connolly, Newburyport, Mass, to offer this single family home.

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

This property information packet has been assembled for your convenience.

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 Scott T. Wanner and Susan A. Perreault ("Mortgagor") to Newburyport Five Cents Savings Bank ("Mortgagee") dated March 26, 2007 and recorded at the Essex County South District Registry of Deeds at Book 26695, Page 435, 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 10:00 o'clock A.M. on the 13th day of August 2009 at 5 Warren Avenue, Salisbury, Essex County, Massachusetts 01952, all and singular the premises described in said mortgage, to wit:

The land in Salisbury, Essex County, Massachusetts, with the buildings thereon, situated on northerly side of Warren Avenue, bounded:

- SOUTHERLY by said Warren Avenue, sixty-five and 5/10 feet;
- WESTERLY by land of or formerly of Bertram T. and Goldie M. Pike, one hundred sixteen feet;
- NORTHERLY by land now or formerly of George A. Dow, sixty-seven and 9/10 feet; and
- EASTERLY by land formerly of Edgar W. Deal, one hundred thirty and 3/10 feet.

Containing 8,056 square feet, more or less.

Premises to be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.

The Mortgagee reserves the right to postpone the sale to a later date by public proclamation at the time and date appointed for the sale and to further postpone at any adjourned sale date by public proclamation at the time and date appointed for the adjourned sale date.

In the event that the successful bidder at the foreclosure sale shall default in purchasing the within described property according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of the foreclosure, the Mortgagee reserves the right to sell the property by Foreclosure Deed to the second highest bidder provided that the second highest bidder shall deposit with Mortgagee's attorneys, Connolly and Connolly, the amount of the required deposit as set forth herein

within three (3) business days after written notice of default of the previous highest bidder and title shall be conveyed to said second highest bidder within twenty (20) days of said written notice.

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

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

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

Newburyport Five Cents Savings Bank
Present holder of said Mortgage,

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

MEMORANDUM OF SALE

This Memorandum of Sale is made this 13th day of August 2009, by and among NEWBURYPORT FIVE CENTS SAVINGS BANK, a Massachusetts corporation, whose principal address is 63 State Street, Newburyport, Massachusetts 01950 (the "Mortgagee"), John McInnis of Amesbury, Massachusetts, (the "Auctioneer"), and _____ (the "Buyer").

1. MORTGAGEE'S SALE AT PUBLIC AUCTION

Pursuant to a public auction conducted on August 13, 2009 by the Auctioneer on behalf of the Mortgagee as foreclosing mortgagee, in exercise of the Power of Sale contained in a Mortgage from Scott T. Wanner and Susan A. Perreault dated March 26, 2007, and recorded with the Essex South District Registry of Deeds at Book 26695, Page 435, and subject to and in accordance with the terms and conditions set forth in that certain Notice of Sale attached hereto as Exhibit A and incorporated herein by reference, and as supplemented by further terms set forth below, the Buyer as the highest bidder agrees to purchase the real property described below (the "Property").

2. DESCRIPTION OF THE PROPERTY

The Property shall mean the following, namely:

The land in Salisbury, Essex County, Massachusetts, with the buildings thereon, situated on northerly side of Warren Avenue, bounded:

SOUTHERLY by said Warren Avenue, sixty-five and 5/10 feet;

WESTERLY by land of or formerly of Bertram T. and Goldie M. Pike, one hundred sixteen feet;

NORTHERLY by land now or formerly of George A. Dow, sixty-seven and 9/10 feet; and

EASTERLY by land formerly of Edgar W. Deal, one hundred thirty and 3/10 feet.

Containing 8,056 square feet, more or less.

3. TRANSFER OF THE PROPERTY

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

The property shall be conveyed and transferred subject to all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any outstanding tenancies and/or leases, the rights of parties in possession, any and all unpaid taxes, tax titles, municipal taxes, tax liens, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or

encumbrances is made in the deed, and to the provisions of applicable state and local law, including building codes, zoning ordinances, and M.G.L. ch. 21E.

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

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

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

5. PRICE AND DEPOSIT

The bid price for which the Property has been sold to the Buyer is

_____ Dollars

(\$_____) of which Ten Thousand and 00/100 (\$10,000.00) has been paid this day in accordance with the terms of the mortgagee's notice of sale. The sale shall not be deemed completed until the Buyer has made his or her deposit and signed this Memorandum of Sale. The balance of the purchase price shall be paid by certified check or bank check at the time of the delivery of the deed. The Mortgagee shall be entitled to any interest earned on the deposit and the amount to be paid by the Buyer shall not be adjusted to reflect any interest earned on the deposit.

6. CLOSING

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

7. TITLE

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

8. RISK OF LOSS

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

9. ACCEPTANCE OF DEED

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

10. CONDITION OF THE PREMISES

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

11. BUYER'S DEFAULT; DAMAGES

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

12. DEED STAMPS AND RECORDING FEES

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

13. CONSTRUCTION OF AGREEMENT

This instrument, executed in triplicate, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their

Unofficial Property Record Card - Salisbury, MA

General Property Data

Parcel ID 5-10	Account Number 0
Prior Parcel ID --	
Property Owner PERREAULT SUSAN A	Property Location 5 WARREN AVE
	Property Use ONE FAM
Mailing Address 5 WARREN AVE	Most Recent Sale Date 5/30/2002
	Legal Reference 18756-112
City SALISBURY	Grantor DAVID,MICHAEL
Mailing State MA Zip 01952	Sale Price 213,000
ParcelZoning 5	Land Area 0.185 acres

Current Property Assessment

Card 1 Value	Land Value 123,300	Building Value 112,300	Total Value 240,100
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Building Description

Building Style CAPE	Foundation Type CONC BLK	Flooring Type SOFTWOOD
# of Living Units 1	Frame Type WOOD	Basement Floor CONCRETE
Year Built 1910	Roof Structure GABLE	Heating Type STEAM
Building Grade AVERAGE+	Roof Cover ASPHALT	Heating Fuel OIL
Building Condition Good	Siding VINYL	Air Conditioning 0%
Finished Area (SF) 1338	Interior Walls DRYWALL	# of Bsmt Garages 0
Number Rooms 7	# of Bedrooms 3	# of Full Baths 1
# of 3/4 Baths 0	# of 1/2 Baths 0	# of Other Fixtures 1

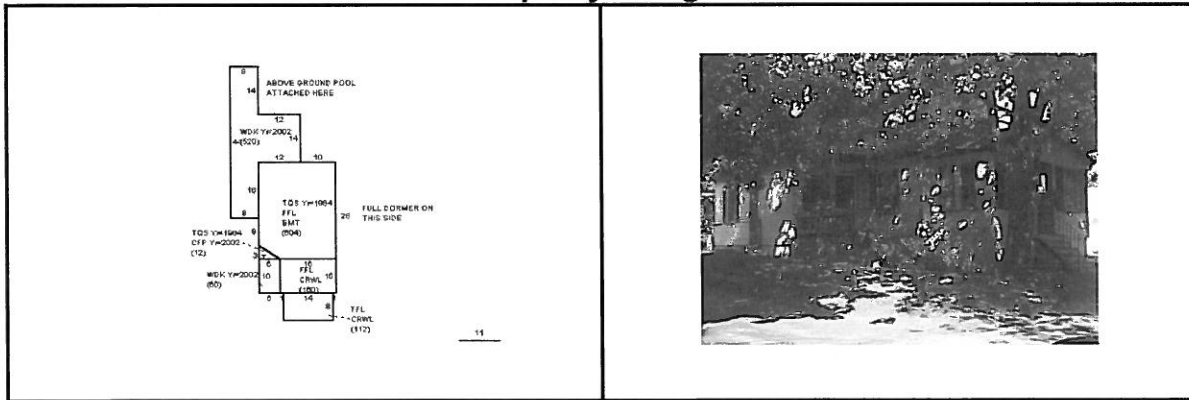
Legal Description

4202

Narrative Description of Property

This property contains 0.185 acres of land mainly classified as ONE FAM with a(n) CAPE style building, built about 1910 , having VINYL exterior and ASPHALT roof cover, with 1 unit(s), 7 room(s), 3 bedroom(s), 1 bath(s), 0 half bath(s).

Property Images



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

MUNICIPAL LIEN CERTIFICATE

OFFICE OF THE COLLECTOR OF TAXES
TOWN OF SALISBURY
THE COMMONWEALTH OF MASSACHUSETTS

07/16/2009

LAW OFFICES OF CONNOLLY & CONNOLLY
51 GREEN STREET, PO BOX 332
NEWBURYPORT, MA 01950

I certify from available information that all taxes, assessments and charges now payable that constitute liens as of the date of this certificate on the parcel of real estate specified in your application received on 07/16/2009 are listed below.

DESCRIPTION OF PROPERTY - TAXES QUARTERLY

Assessed Owner: PERREAULT SUSAN A
Location of Property: 5 WARREN AVE
Parcel Identification: ASSESSORS' MAP 5, BLOCK 10
Land Area: 8,058 Square Feet
Valuation: \$233,900 Class 101 Residence - Single Family
RECORDED IN ESSEX COUNTY REGISTRY OF DEEDS, BOOK 18756, PAGE 112

FISCAL YEAR:	2008	2009	2010
TAX			
*Preliminary	1,018.00	1,015.62	1,071.26
Actual	1,013.25	1,126.90	
Personal Prop			
DISTRICT			
*Preliminary			
Actual			
BETTERMENTS/SA			
Committed Int.			
UTILITY LIENS			
Water			
Sewer	124.20	318.55	
Electric			
Committed Int.			
Collection Chg			
OTHER LIENS			
Committed Int.			
Collection Chg			
TOTAL BILLED	2,155.45	2,461.07	1,071.26
Payments	-2,155.45	-2,461.07	
Abatements/Exm			
Charges/Fees			
Int. to			
per diem			
BALANCE DUE	PAID	PAID	1,071.26

PRELIMINARY TAXES generally represent no more than 50% of prior year's tax.

UNPAID BETTERMENTS/SPECIAL ASSESSMENTS NOT YET ADDED TO TAX: Interest from to be added.

IMPROVEMENTS VOTED FOR WHICH THERE WILL PROBABLY BE BETTERMENTS/SPECIAL ASSESSMENTS:

UNPAID UTILITY CHARGES: *** FOR OUTSTANDING BALANCES PLEASE CONTACT ***
*** MUNICIPAL SEWER DEPT. AT 978-465-1430 AND ***
OTHER UNPAID CHARGES: *** MUNICIPAL WATER DEPT. AT 800-553-5191 ***
*** (2 WEEKS NOTICE FOR FINAL WATER READING). ***

This property is in tax title. Contact Treasurer for outstanding amounts.

All of the amounts listed above are to be paid to the Collector.
 I have no knowledge of any other outstanding amount that constitutes a lien.

Christine D. Corcoran
Collector of Taxes