

**John McInnis**  
AUCTIONEERS • APPRAISERS

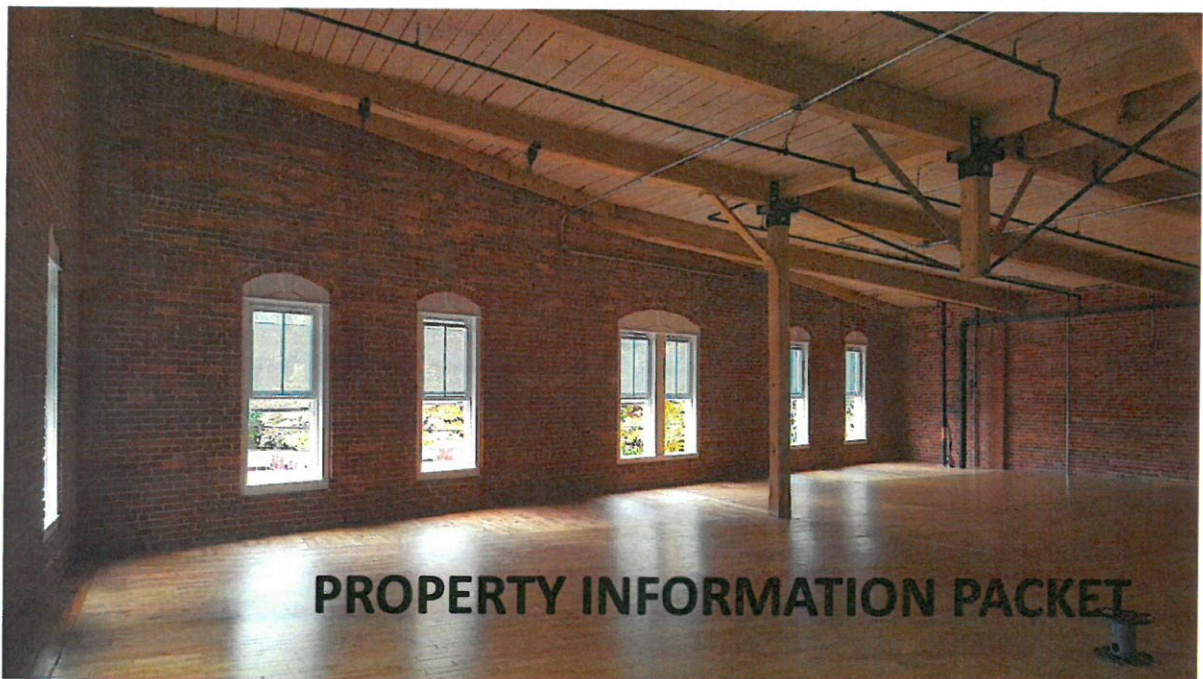
# AUCTION

**Mortgagees Sale of Real Estate**

**To be Sold to the Highest Bidder**

**77 ELM STREET - AMESBURY, MA**  
**COMMERCIAL BRICK MILL BUILDING**

**THURSDAY, SEPTEMBER 24<sup>th</sup> at 11 am**



**PROPERTY INFORMATION PACKET**

**REAL ESTATE PREVIEW BY APPOINTMENT**

**AUCTION DAY REGISTRATION ONE HOUR PRIOR TO SALE**

**MORE INFO: [MCINNISAUCTIONS.COM](http://MCINNISAUCTIONS.COM) - 800-822-1417 - [MCINNISAUCTIONS@YAHOO.COM](mailto:MCINNISAUCTIONS@YAHOO.COM)**

**MA LICENSE # 770**

# TABLE OF CONTENTS

**Transmittal Letter**

**Disclaimer**

**Notice Mortgagee's Sale of Real Estate**

**Memorandum of Sale**

**Deed**

**Assessor's Card**

**Advertisement**

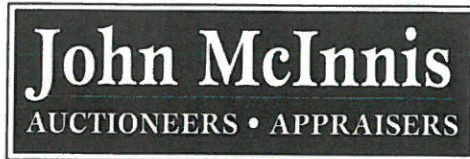
**MLC**

**Real Estate Absentee Bid From**



**John McInnis**  
AUCTIONEERS • APPRAISERS





Dear Prospective Bidder,

Thank you for your inquiry and interest in our upcoming Mortgagee Real Estate Foreclosure Auction located at 77 Elm Street, Amesbury, Massachusetts on Thursday, September 24th at 11 am when this commercial building will be sold on site at Public Auction.

John McInnis Auctioneers has been hired by the Mortgagee and their attorney, The Law Office of Mark Janos, PC, Newburyport, Ma to sell this property at auction.

To be eligible to bid, at the time of registration you must present a \$50,000.00 deposit in cash or certified US funds. Please make the check out to yourself, and if you are the high bidder you will sign the check over to the auctioneer. This deposit is non-refundable to the highest bidder.

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.

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

# **AUCTIONEERS DISCLAIMER**

## **IMPORTANT INFORMATION FOR PROSPECTIVE BIDDERS**

**THE INFORMATION SET FORTH IN THIS PACKET IS BELIEVED TO BE CORRECT AND IS BEING MADE AVAILABLE FOR INFORMATION PURPOSES ONLY.**

**THE MORTGAGEE 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.**

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

**ANNOUNCEMENTS FROM THE AUCTION BLOCK WILL TAKE PRECEDENCE OVER ANY PERVIOUSLY PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.**



## NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by **Martin Development, LLC to Katherine Martin** dated July 17, 2015 and recorded with the Essex South District Registry of Deeds in Book 34226, Page 307 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 11:00 a.m. on the 24<sup>th</sup> day of September, 2020 at 77 Elm Street, Amesbury, Essex County, Massachusetts**, all and singular the premises described in said mortgage,

To wit:

Property address: 77 Elm Street, Amesbury, Massachusetts 01913

The land in Amesbury, Essex County, Massachusetts, with the buildings thereon situate at 77 Elm Street bounded and described as follows:

Beginning at the Northerly corner of Clark and Elm Streets; thence turning in a Northerly direction along said Elm Street and over Back River, so-called, 150 feet, 10 inches, more or less, to the wall of the factory building situate on land now or formerly of First Elm Realty Corp. and being the factory building referred to in deed of Colchester Mills Company to one Bela dated April 30, 1923, recorded with said Deeds in Book 2549, Page 309, thence turning at an angle and running along the wall of said factory building and continuing in the same line to land formerly of Clark; thence in a Southerly direction along said Clark land about 155 feet, more or less, to said Clark Street; thence in an Easterly direction along said Clark Street to the point of beginning.

The Grantor specifically releases to the Grantee any rights or easements which may exist over the above described property.

Meaning and intending to convey the property as described in a deed from Back River Ventures, LLC dated January 30, 2015 and recorded with the Essex South District Registry of Deeds in Book 34226, Page 305.

Permitted Encumbrances: Real estate taxes and assessments with respect to the Property which are not yet due and payable.

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.

Terms of sale: A deposit of fifty thousand dollars (\$50,000.00) 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 Law Office of Mark L. Janos, PC, 6 Harris Street, Newburyport MA 01950 within thirty (30) days from the date of the sale. Deed will be provided to 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.

Other terms to be announced at the sale.

Katherine Martin  
Present holder of said mortgage  
By her Attorney,  
Law Office of Mark L. Janos, PC  
6 Harris Street  
Newburyport MA 01950



## MEMORANDUM OF SALE

77 Elm Street, Amesbury, MA (hereinafter "the Property")

This Memorandum of Sale is made this 24<sup>th</sup> day of September, 2020, by and among **Katherine Martin**, an individual with an address of 25 Shore Street, Newburyport MA 01950 (the "Mortgagee"), **John McInnis Auctioneers**, of Amesbury, MA (the "Auctioneer") and \_\_\_\_\_ (the "Buyer").

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 hereby agrees to purchase the Property more fully described in said Exhibit A.

The Property shall be conveyed by the usual mortgagee's deed under the statutory power of sale. The Property shall be conveyed subject to any outstanding tenancies and/or leases, the rights of parties in possession, any tax titles, municipal taxes and assessments, any outstanding water or sewer bills or liens, and the provisions of applicable state and local law, including building codes, zoning ordinances and M.G.L. Chapter 21E. Where applicable, the Property shall be conveyed subject to unpaid condominium fees pursuant to Massachusetts General Laws Chapter 183A, as amended.

The bid price for which the Property has been sold to the Buyer is \$\_\_\_\_\_, of which \$50,000.00 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 has signed this Memorandum of Sale. The balance of the purchase price shall be paid at the Law Offices of Mark L. Janos PC, 6 Harris Street, Newburyport, MA by certified or bank check on or before 11:00 am on the thirtieth day following the sale, provided that such day is one on which the Registry of Deeds is open for business, and if not, then on the next day on which said Registry is open for business. Time is of the essence of this agreement. The Buyer shall pay all recording costs, including, but not limited to, all recording fees and excise stamps.

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.

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.

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.

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 state or local regulations or laws.

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 the amount of the required deposit with the Law Office of Mark L. Janos PC 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.

I, the undersigned Buyer, acknowledge that I have been given a copy of this Memorandum of Sale.

Witness our hands and seals this 24<sup>th</sup> day of September, 2020.

---

Buyer:

---

Mortgagee: Katherine Martin  
By: Her Attorney, Mark L. Janos

---

Auctioneer: John McInnis Auctioneers  
By: John McInnis





SO. ESSEX #474 Bk:34226 Pg:305  
07/17/2015 02:37 PM DEED Pg 1/2  
eRecorded

MASSACHUSETTS EXCISE TAX  
Southern Essex District R00  
Date: 07/17/2015 02:37 PM  
ID: 1077034 Doc# 20150717004740  
Fee: \$3,420.00 Cons: \$750,000.00

DEED

Back River Ventures, LLC a Massachusetts limited liability company with an address of  
25 Shore Street Newburyport, Massachusetts 01950

In consideration of \$750,000.00 paid

Grant to Martin Development, LLC a Massachusetts limited liability company with an address of  
of 481 Hilldale Avenue Haverhill, Massachusetts 01832

With QUITCLAIM COVENANT

Property Address: 77 Elm Street Amesbury, Massachusetts 01913

The land in Amesbury, Essex County, Massachusetts, with the buildings thereon situate at 77 Elm Street bounded and described as follows:

Beginning at the Northerly corner of Clark and Elm Streets; thence turning in a Northerly direction along said Elm Street and over Back River, so-called, 150 feet, 10 inches, more or less, to the wall of the factory building situate on land now or formerly of First Elm Realty Corp. and being the factory building referred to in deed of Colchester Mills Company to one Bela dated April 30, 1923, recorded with said Deeds in Book 2549 page 309, thence turning at an angle and running along the wall of said factory building and continuing in the same line to land formerly of Clark; thence in a Southerly direction along said Clark land about 155 feet, more or less, to said Clark Street; thence in an Easterly direction along said Clark Street to the point of beginning.

The Grantor specifically releases to the Grantee any rights or easementss which may exist over the above described property.

This is not homestead property.

This is not all or substantially all of the limited liability company's assets.

Meaning and intending to convey the property as described in a deed to the Grantor by deed dated July 21, 2006 recorded with the Essex South District Registry of Deeds in Book 25907 Page 136.


Executed as a sealed instrument this 30 day of JANUARY 2015

Back River Ventures, LLC

  
John Manchester, Manager

STATE OF WISCONSIN

On this 30 day of JANUARY 2015 before me, the undersigned notary public, personally appeared John Manchester, Manager and proved to me through satisfactory evidence of identification, being (check whichever applies) ☒ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, an acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose,

  
Notary Public Sheila M. Anderson  
My commission expires 3/5/17



## 77 ELM ST

**Location** 77 ELM ST

**Mblu** 53 / 38 / 1

**Acct#** I&E

**Owner** MARTIN DEVELOPMENT LLC

**Assessment** \$976,600

**PID** 86

**Building Count** 1

### Current Value

Assessment			
Valuation Year	Improvements	Land	Total
2020	\$812,400	\$164,200	\$976,600

### Owner of Record

**Owner** MARTIN DEVELOPMENT LLC

**Co-Owner**

**Address** 11 MARBLERIDGE RD  
NORTH ANDOVER, MA 01845

**Sale Price** \$750,000

**Certificate**

**Book & Page** 35226/ 305

**Sale Date** 07/17/2015

**Instrument** 10

### Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
MARTIN DEVELOPMENT LLC	\$750,000		35226/ 305	10	07/17/2015
BACK RIVER VENTURES LLC	\$850,000		25907/ 136	00	07/21/2006
DOUGHTY DOROTHY E TR	\$1		11007/ 501	1F	11/06/1991
DOUGHTY HAROLD W	\$0		06414/0042		11/09/1977

### Building Information

#### Building 1 : Section 1

**Year Built:** 1900  
**Living Area:** 24,138  
**Replacement Cost:** \$1,369,052  
**Building Percent Good:** 65  
**Replacement Cost**  
**Less Depreciation:** \$889,900

Building Attributes	
Field	Description
STYLE	Light Industrial
MODEL	Ind/Comm
Grade	Average +10
Stories:	1.5
Occupancy	1

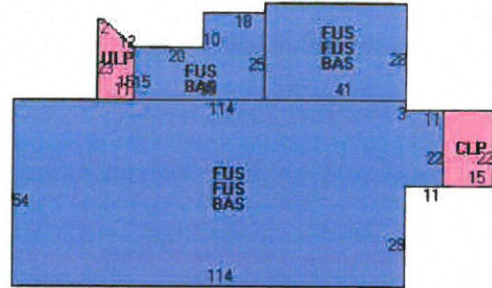
### Building Photo



(<http://images.vgsi.com/photos/AmesburyMAPhotos/0000144/19.jpg>)

Exterior Wall 1	Brick/Masonry
Exterior Wall 2	
Roof Structure	Flat
Roof Cover	Tar & Gravel
Interior Wall 1	Minim/Masonry
Interior Wall 2	
Interior Floor 1	Pine/Soft Wood
Interior Floor 2	
Heating Fuel	Gas
Heating Type	Hot Air-no Duc
AC Type	None
Bldg Use	Warehouse
Total Rooms	
Total Bedrms	00
Total Baths	2
1st Floor Use:	316C
Heat/AC	NONE
Frame Type	MASONRY
Baths/Plumbing	AVERAGE
Ceiling/Wall	CEILING ONLY
Rooms/Prtns	AVERAGE
Wall Height	14
% Corn Wall	0

## Building Layout



([http://images.vgsi.com/photos/AmesburyMAPhotos/Sketches/86\\_79.jpg](http://images.vgsi.com/photos/AmesburyMAPhotos/Sketches/86_79.jpg))

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
FUS	Upper Story, Finished	15,842	15,842
BAS	First Floor	8,296	8,296
CLP	Loading Platform, Finished	330	0
ULP	Loading Platform, Unfinished	217	0
		24,685	24,138

## Extra Features

Extra Features				Legend
Code	Description	Size	Value	Bldg #
SPR3	DRY	26344 S.F.	\$15,400	1
ELV1	ELEV RESIDENT	1 UNIT	\$6,500	1

## Land

### Land Use

**Use Code** 3160  
**Description** Warehouse  
**Zone** IC  
**Neighborhood** 0200  
**Alt Land Appr** No  
**Category**

### Land Line Valuation

**Size (Acres)** 0.41  
**Frontage** 150  
**Depth** 120  
**Assessed Value** \$164,200

## Outbuildings

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
	CLF			1	\$900	1
PAV1	PAV ASPH			2642 S.F.	\$4,900	1
	UST			1700	\$2,600	1



Assessors Map



**MORTGAGEE'S SALE OF  
REAL ESTATE  
AUCTION**

**COMMERCIAL BRICK MILL BUILDING  
24,138 +/- SQ FT**



**77 Elm Street – Amesbury, MA**

**THURSDAY, SEPTEMBER 24<sup>TH</sup> AT 11 AM**

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

**Viewing: By appointment please call 978-388-0400**

**Auction Day Registration: 1 hr prior to sale**

John McInnis Auctioneers has been hired by The Law Office of Mark Janos, Newburyport, Mass to sell this building at public foreclosure auction. Don't miss this prime opportunity to buy this commercial mill building located in the heart of downtown Amesbury.

**Recently renovated and restored, charming, bright space with 14' ceilings**

**100+ year old with original brick and beams**

**Elevator - Brand new multiple HVAC Units - New Rubber Roof**

**New Windows – Updated Electrical Panels – 9 Offices with 4 Lavatories**

**Onsite Parking for 8 Vehicles – Wet Sprinkler and Hard Wired System**

**CALL 800-822-1417**

For complete terms, information and bidder's prospectus

Terms of Sale: Fifty Thousand dollars (\$50,000.00)

by certified or bank check to register to bid, balance in 30 days.

**mcinnisauctions.com**

**978-388-0400 Fax: 978-388-8863**

**76 Main Street Amesbury, MA 01913**

MA Lic# 770



General Laws, Chapter 60, Section 23 as Amended.  
Municipal Lien Certificate  
City of Amesbury  
The Commonwealth of Massachusetts

Elm St.

July 24, 2020  
MARK JANOS  
6 HARRIS St  
NEWBURYPORT MA 01950

Certificate # 10761

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 July 17, 2020 are listed below.

Name of person assessed: **MARTIN DEVELOPMENT LLC**Location of property: **77 ELM St**Class Code: **3160-COMMERC.**Land Area: **17,950.00 Square Feet**Map/Lot: **0053-0038 Book 34226 Page 305**Land Value: **\$164,200**Improv./Building Value: **\$812,400**

Exemption:

Assessed Value: **\$976,600**

Tax Period	2021	2020	2019
Tax Rate	Rate Not Set	\$17.18/\$1,000.00	\$18.37/\$1,000.00
Tax			
1st quarter	\$4,194.50	\$4,381.25	\$4,817.29
2nd quarter	\$4,194.50	\$4,381.24	\$4,817.29
3rd quarter		\$4,007.75	\$3,945.20
4th quarter		\$4,007.75	\$3,945.20
Betterment/Asses.			
Utility Liens		\$846.29	\$845.69
Total Billed	\$8,389.00	\$17,624.28	\$18,370.67
Payments			
Abate./Exempt./Lien			\$18,370.67
Charges & Fees		5.00	
Interest due to 7/24/20		\$1,483.70	
Adjustments	\$0.00	\$0.00	\$0.00
Balance Due	\$8,389.00	\$19,112.98	\$0.00
Int. Per Diem	\$0.00	\$6.77	\$0.00

Note\* The City of Amesbury is on a quarterly billing system for real estate taxes. New owner information may not appear on the FY2021 REAL ESTATE BILLS. Please advise the new owner to contact the Tax Collector BEFORE EACH DATE to obtain a copy of the real estate bill. PRELIMINARY TAXES generally represent no more than 50% of prior year's tax.

Apportioned betterments not yet due: \$0.00

I have no knowledge of any other lien outstanding.

**For information on water and/or sewer accounts, please call Pennichuck at 1-800-553-5191.  
If property ownership is being transferred, call at least 5 days before closing.**

Tax Title Amount: \$59,700.38, Int. \$19,504.47 Total \$79,204.85 2016-2019, Per Diem \$26.19.

Deferred Taxes: \$0.00

*Donna Cornoni*

Collector of Taxes for the City of Amesbury



## 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: 77 Elm Street

County: Essex

State of: Massachusetts

Amount of Bid: \$

I understand that John McInnis Auctioneers will be auctioning this property on: **September 24, 2020**. 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 and 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: \_\_\_\_\_, 2020

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name