Mortgagee's Sale REAL ESTATE AUCTION

82 CLIFF STREET ~ LYNN, MA

Thursday, November 6th @ 11 AM

5,929 +/- sf Buildable House Lot

Desirable Neighborhood

Deed Information: Book 26644 Page 466

Assessed Value: \$142,500



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

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue of and in execution of the Power of Sale contained in a certain Mortgage dated March 14, 2007, given by Kirk Reed, recorded with the Essex County (Southern District) Registry of Deeds at Book 26644 at Page 466, of which Mortgage the undersigned is the present holder for breach of the conditions of said Mortgage and for the purpose of foreclosing, same will be sold at Public Auction at 11:00 AM on the 6th day of November, 2008 at 82 Cliff Street, Lynn, MA 01905, all and singular the premises described in said Mortgage to wit:

A certain parcel of land on the northerly side of Cliff Street, being shown as **Lot 2** on a plan of land entitled, "Subdivision Plan of Land in Lynn, Massachusetts, Dana F. Perkins, Inc., Consulting Engineers & Land Surveyors, dated February 24, 2003", recorded in Essex South District Registry of Deeds in Plan Book 369, Plan 45, bounded and described as follows:

LOT 2:

NORTHWESTERLY by Lot 1 as shown on said plan, Eighty-nine and 29/100 (89.29) feet;

SOUTHWESTERLY by land now or formerly of Maletz Family Trust, Ninety-seven and

28/100 (97.28) feet;

SOUTHEASTERLY by land now or formerly of Labrecque & Poole, Eighty-seven and

82/100 (87.82) feet; and

NORTHEASTERLY by Cliff Street as shown on said plan, to the point of beginning.

Containing $5.929 \pm \text{square feet of land according to said plan.}$

The above parcel is conveyed subject to and with the benefit of any and all easements, rights of way, conditions, obligations, restrictions and indentures all as more fully set forth in all the deeds of conveyance to the grantor above referred to insofar as they are still in force and applicable.

Subject to and with the benefit of a Partial Release for Lot 1 to be recorded.

For title see deed recorded with the Essex South District Registry of Deeds on March 14, 2007 at Book 26644, Page 464.

The premises are to be sold subject to and with the benefit of all easements, restrictions, building and zoning laws, unpaid taxes, tax titles, water bills, municipal liens and assessments, rights of tenants and parties in possession.

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 any 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 such property by Foreclosure Deed to the second highest bidder, that the second highest bidder shall deposit with the Mortgagee's attorneys, Shaheen Guerrera & O'Leary, LLC, 820A Turnpike Street, North Andover, Massachusetts 01845, 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 to such property shall be conveyed to said second highest bidder within twenty (20) days of said notice.

TERMS OF SALE:

A deposit of FIVE THOUSAND DOLLARS AND 00 CENTS (\$5,000.00) shall be required to be paid to the mortgagee by certified or bank's cashier check at the time and place of sale. The balance of the purchase price is to be paid by certified check or by bank's cashier check in or within thirty (30) days from the date of the sale payable to "Shaheen Guerrera & O'Leary, LLC", at 820A Turnpike Street, North Andover, MA 01845. **TIME WILL BE OF THE ESSENCE**.

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

TD Bank, N.A
Present Holder of said Mortgage,
By its Attorney,
Michelle L. Doucette, Esq.
Shaheen Guerrera & O'Leary, LLC
820A Turnpike Street
North Andover, MA 01845
978-689-0800

EXHIBIT A MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

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TD Bank, N.A
Present Holder of said Mortgage,
By its Attorney,
Michelle L. Doucette, Esq.
Shaheen Guerrera & O'Leary, LLC
820A Turnpike Street
North Andover, MA 01845
978-689-0800

MEMORANDUM OF SALE

82 Cliff Street, Lynn, Massachusetts (hereinafter "the Property")

This Memorandum of Sale is made this day of November, 2008, by and among TD Bank, N.A., formerly known as TD Banknorth, N.A., a banking institution organized under the laws of the State of Delaware with a principal place of business at 370 Main Street, Worcester, MA (the "Mortgagee"), John McInnis Auctioneers, of Amesbury, Massachusetts (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.

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

S	, of which \$	has been paid this day in
accordance with the	ne terms of the mortgagee's notice of sale.	The sale shall not be deemed
completed until th	e Buyer has made his or her deposit and ha	as signed this Memorandum of Sale.
The balance of the	purchase price shall be paid at the office of	of Shaheen Guerrera & O'Leary,
LLC, 820A Turnp	ike Street, North Andover, MA 01845 by o	certified or bank check on or before
10:00 a.m. on the	thirtieth day following the sale, provided the	hat such day is one on which the
Registry of Deeds	is open for business, and if not, then on th	e 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, b	ut not limited to, all recording fees and exc	cise tax 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 the Notice of Sale and/or the terms of this 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 Shaheen Guerrera & O'Leary, LLC 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	day of November, 2008.	
Buyer	Mortgagee By:	
Auctioneer By:		

Unofficial Property Record Card - Lynn, MA

General Property Data

Parcel ID 040-236-102

Account Number 236-102-001

Prior Parcel ID 236 -102 -001

ParcelZoning

Building Value 0

Card 1 Value

Property Owner CARRIERE MICHAEL T

CARRIERE VIVIAN

Mailing Address 500 WEST CUMMINGS PK

SUITE 1250

City WOBURN

Mailing State MA

Zip 01801

Property Location 82 CLIFF ST

Property Use LAND

Most Recent Sale Date 7/30/2002

Legal Reference 19000-342

Grantor HUSSEY DONALD S,

Sale Price 190,000

Land Area 0.136 acres

Current Property Assessment

Xtra Features Value ⁰

Land Value 142,500

Total Value 142,500

Building Description

ΙA	Flooring Type N	Foundation Type N/A	Building Style N/A
/A	Basement Floor N	Frame Type N/A	# of Living Units N/A
/A	Heating Type N	Roof Structure N/A	Year Built N/A
/A	Heating Fuel N	Roof Cover N/A	Building Grade N/A
%	Air Conditioning 0	Siding N/A	Building Condition N/A
	# of Bsmt Garages 0	Interior Walls N/A	Finished Area (SF) N/A
	# of Full Baths 0	# of Bedrooms 0	Number Rooms 0
	# of Other Fixtures 0	# of 1/2 Baths 0	# of 3/4 Baths 0

Legal Description

Narrative Description of Property

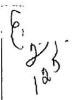
This property contains 0.136 acres of land mainly classified as LAND with a(n) N/A style building, built about N/A, having N/A exterior and N/A roof cover, with N/A unit(s), 0 room(s), 0 bedroom(s), 0 bath(s), 0 half bath(s).

Property Images





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





QUITCLAIM DEED

We, MICHAEL T. CARRIERE and VIVIAN CARRIERE, of Lynn, Massachusetts,

for consideration paid of One Hundred Twenty Thousand Dollars,

grant to KIRK REED, of 308 Lincoln Street, Revere, Massachusetts 02151,

with quitchilm covenants,

A certain parcel of land on the northerly side of Cliff Street, being shown as Lots 1 and 2 on a plan of land entitled, "Subdivision Plan of Land in Lynn, Massachusetts, Dana F. Porkins, Inc., Consulting Engineers & Land Surveyors, dated Pebruary 24, 2003;" recorded in Essex South District Registry of Doeds in Plan Book 369, Plan 45, bounded and described as follows:

LOT1:

NORTHWESTERLY

by Lot 2 as shown on said plan, Bighty-nine and 29/100 (89.29) feet;

NORTHBASTURLY

by land now or formerly of Malotz Family Trust and Silver Circle,

Ninety-five and 18/100 (95.18) feet;

SOUTHBASTERLY

by laind now or formerly of Stanger, Eighty-two and 27/100

(82,27) fool.

SOUTHWESTERLY

by Cliff Street, Highty-six and 39/100 (86.39) feet, to the point of

boginning.

Containing 7,879 ± square feet according to said plan.

APTER RECORDING, RETURN TO: Kirk Reed 308 Lincoln Street Revere, MA 02151

Page 1\vo Decil 3/14/07 Carriers to Read 82-90 Cliff St, Lynn

LOT 2:

NORTHWESTERLY

by Lot 1 as shown on said plan, Bight-nine and 29/100 (89.29)

feet;

SOUTHWESTERLY

by land now or formerly of Maletz Family Trust, Ninety-seven and

28/100 (97.28 feel);

SOUTHBASTERLY

by land now or formerly of Labrecque & Poule, Bighty-seven and

82/100 (87,82) feel; and

NORTHEASTERLY

by Cliff Street as shown on said plan, to the point of beginning.

Containing 5,929 ± square feet of land according to said plan.

For grantors' title, see deed dated July 29, 2002, recorded in Pasex South District Registry of Doeds on July 30, 2002 in Book 19000, Page 342.

WITNESS our hands and scals this Uth day of March, 2007.

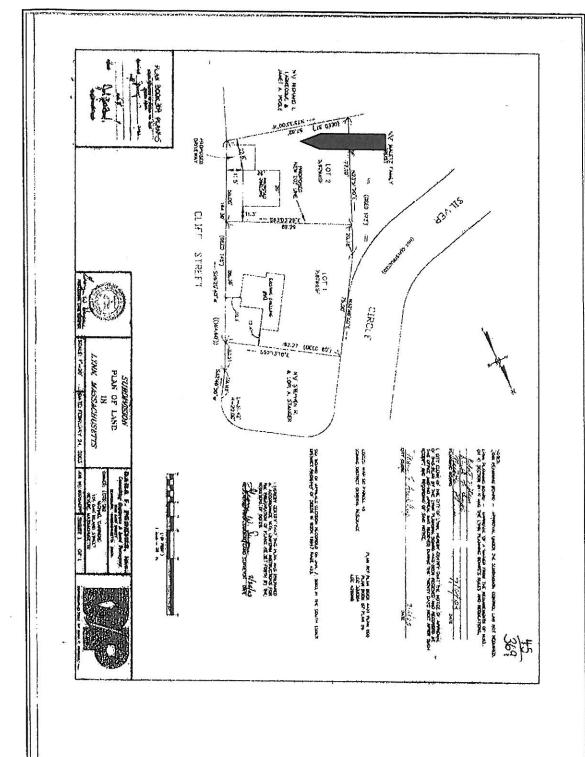
MICHAEL T. CARRIERE

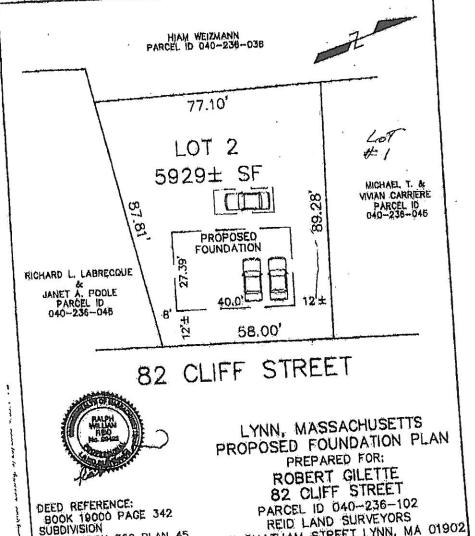
ANIOI KOW

COMMONWEALTH OF MASSACHUSETTS BSSEX, 85.

On this day of March, 2007, before me, the undersigned notary public, personally appeared Michael T. Carriore and Vivian Carriere, who proved to me through satisfactory evidence of identification, which were Massachusetts drivers licenses, to be the persons whose names are signed on the preceding or attached document, and acknowledge to me that they signed it voluntarily for its stated purpose.

JOEL, GOLDMAN Notary Public Commission Hassachusetts My Commission Expires December 14, 8012 JOEL GOLDNAN, Notary Public My Commission Bapires: 12/14/12





DEED REFERENCE: BOOK 19000 PAGE 342 SUBDIVISION PLAN BOOK 369 PLAN 45

RO6-239 RWR

ALLYFI TYA OLLICRO

TOVOSTOR MED TO: 28 AVE ANTERBREASE

SCALE 1" = 20

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13\04\5000 12:42 EVY 18T 255 2885

365 CHATHAM STREET LYNN, MA 01902

SEPTEMBER 29, 2006



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CITY OF LYNN ZONING BOARD OF APPEALS

NOTICE OF DECISION

Lynn Massachusetts



The board of Appeals after notice and public hearing held on December 3, 2002 at the

CITY HALL - HEARING ROOM, NO. 302 on Polition of:

Vivian Carriere - Petitioner, by her Attorney Samuel A. Vitali

To vary the application of the Zoning Ordinance by allowing:

the division of a lot of land in the R-2 General Residence District into two lots: Lot 1 with an existing single family thereon containing 7,879 square feet more or less; and Lot 2 with a single family to be constructed thereon containing 5,929 square feet, more or less and frontage of 58 feet (8852)

The property at: 90 CLIFF ST, LYNN, MA

Lynn has made the following decision:

XXXX - GRANTED FIVE (5) VOTES YES, UNANIMOUSLY

//G/03 20 Unto Having Elapseu, Aisj HERE HAS BEEN NO APPEAL FILLU IN THIS CITY CLERK'S OFFICE

AGAINST THIS DECISION.

John A. Volo, Chalrman

Martist And present against do by a decision of the board of angeals, whether or not previously a party to the proceeding of any angelong billing a bill in equity within twenty days after the decision has been filled in the office of the city or town clork. Notice of the filling with a copy of the bill in equity shall be given to such city or town clork so as to be received within such twenty days. Gen. Laws, 40A, Sec. 17 as anneaded.

