

# Mortgagee's Sale of REAL ESTATE

# AUCTION

## PROPERTY INFORMATION PACKET

**Wednesday, October 4th @ 10 am**

**2 Macy Street, Amesbury, MA 01913**

*Commercial Corner Lot on Route 110  
With .612 sq ft of retail space on .31 acre of land*

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



John McInnis Auctioneers has been hired by the Mortgagee and their attorney Law Office of Dalton & Finegold, LLP, Attorney Paul Gagliardi to offer this commercial property at public foreclosure auction. Don't miss this opportunity to buy this property at today's market price!

**VIEWING: By appointment only.**

**AUCTION TO BE HELD ON-SITE**

**Auction Day: Registration to take place 1 hr. prior to sale**



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

76 Main Street - Amesbury, Ma 01913

800-822-1417 - MA LIC# 770

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# Auctioneer's Disclaimer

## **IMPORTANT INFORMATION FOR PROSPECTIVE BIDDERS**

**THE INFORMATION SET FORTH IN THIS PACKET IS BELIEVED  
TO BE CORRECT. HOWEVER, THE MORTGAGEE  
OF THIS PROPERTY AND JOHN MCINNIS AUCTIONEERS LLC  
MAKE NO WARRANTIES OR GUARANTEES  
AS TO THE ACCURACY OF THIS INFORMATION.**

**BUYER 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 TRUSTEES' IN THE MARKETING, NEGOTIATIONS AND SALE OF THIS PROPERTY. THE PURCHASER(S) AGREE THAT THE MORTGAGEE AND AUCTIONEER MAKE NO WARRANTIES OF ANY KIND REGARDING THE USE, CONDITION OR VALUE OF THE PROPERTY.***

# JOHN MCINNIS AUCTIONEERS LLC

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 Wednesday, October 4th at 10 am.

John McInnis Auctioneers LLC has been hired by the Mortgagee and their attorney Law Office of Dalton & Finegold, LLP, Attorney Paul Gagliardi to offer this commercial property at public foreclosure auction.

To be eligible to bid, at the time of registration you must present a \$25,000.00 deposit in a bank or certified check made out to yourself.

This property information packet has been assembled for your convenience. Buyer shall rely entirely on their own judgement in purchasing this property.

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 P. McInnis

John McInnis Auctioneers LLC  
Ma License No 770

# Property Details

621 +/- sq. ft. of Retail Space  
.31 Acre of Land | 1/2 Bath  
Close to schools, downtown  
and major highways



*All information contained was derived from reliable sources believed correct, but is not guaranteed.  
Buyer shall rely entirely on their own judgment and inspection.  
Announcements from the Auction Block take precedence over any  
previously printed material or any other oral statements made.  
John McInnis Auctioneers LLC is acting exclusively on behalf of the Trustees' in this transaction.*

## 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 Cole E. Ciprari to Martin C. White, Trustee of The Macy Two Realty Trust, dated March 1, 2021 and recorded with the Essex South District Registry of Deeds in Book 39591, Page 367, 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 o'clock A.M. on the 4<sup>th</sup> day of October, 2023 at 2 Macy Street, Amesbury, Essex County, Massachusetts, all and singular the premises described in said mortgage,

To wit:

The land, with the buildings thereon, located at 2 Macy Street, Amesbury, Massachusetts, bounded and described as follows:

A certain tract of land with the buildings thereon, situated on the northeast corner of Macy and Main Streets in the Town of Amesbury, County of Essex in the Commonwealth of Massachusetts, shown on a plan entitled, "Store No. 6958, Macy Street in the Town of Amesbury, Essex County, Massachusetts, The Circle K Corporation Scale 1"=20', Date: June 28, 1988, prepared by The BSC Group/Halifax, Inc.", and recorded with Essex South District Registry of Deeds in Plan Book 250, Plan 12, bounded and described as follows:

Beginning at a Massachusetts Highway bound, in the northeasterly sideline of Macy Street, thence:

S 75° 38' 33" E a distance of 250.16 feet, to a point, thence;

S 06° 29' 57" W a distance of 22.50 feet, to a point, thence;

S 76° 28' 27" E a distance of 95.82 feet, to a point, thence;

S 11° 01' 57" W a distance of 41.23 feet, to a point, thence;

On a curve to the left, having a radius of 1520.00 feet, an arc of 8.78 feet, to a p.l. point, thence;

N 70° 49' 02" W a distance of 257.60 feet, to a p.c. point, thence;

On a curve to the right, having a radius of 139.02 feet, an arc of 96.62 feet, to the point of beginning.

Being the same premises conveyed to the mortgagor by deed of Martin C. White, Trustee of The Macy Two Realty Trust, dated March 1, 2021, and recorded with the Essex South District Registry of Deeds in Book 39591, Page 365.

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 twenty-five thousand dollars (\$25,000) 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 Offices of Dalton & Finegold, LLP, 24 Market Street, Amesbury, MA 01913 within thirty (30) days from the date of 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, if any, to be announced at the sale.

Martin C. White, Trustee of  
The Macy Two Realty Trust  
Present holder of said mortgage  
By his Attorney,  
Paul J. Gagliardi, Esquire  
Dalton & Finegold, LLP  
24 Market Street  
Amesbury, MA 01913

**MEMORANDUM OF SALE**

2 Macy Street, Amesbury, MA (hereinafter "the Property")

This Memorandum of Sale is made this 4<sup>th</sup> day of October, 2023, by and among Martin C. White, Trustee of the Macy Two Realty Trust, dated March 1, 2021 and recorded with the Essex South District Registry of Deeds in Book 39591, Page 367 (the "Mortgagee"), John McInnis Auctioneers, of 76 Main Street, 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 \$25,000.00 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 firm of Dalton & Finegold, LLP, 24 Market Street, Amesbury, MA 01913 by certified or bank check on or before 11:00 a.m. 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 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 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 Dalton & Finegold, LLP 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 4<sup>th</sup> day of October, 2023.

Martin C. White, Trustee  
Macy Two Realty Trust

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Mortgagee

\_\_\_\_\_  
John McInnis, Auctioneer

By:

Y:\Shared\Shared\Paul Gagliardi\FORECLOSURE\White, Martin\Memorandum of Sale.wpd

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

September 5, 2023  
ATTYS DALTON & FINEGOLD  
24 MARKET St  
AMESBURY MA 01913

Certificate # 13018

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 September 5, 2023 are listed below.

Name of person assessed: **COLE E CIPRARI**  
 Location of property: **2 MACY St** Land Value: **\$248,600**  
 Class Code: **3260-COMMERC.** Improv./Building Value: **\$83,600**  
 Land Area: **13,520.98 Square Feet** Exemption:  
 Map/Lot: **0077-0089** Book **39591** Page **0365** Assessed Value: **\$332,200**

Tax Period	2024	2023	2022
Tax Rate	\$16.34/\$1,000.00	\$16.34/\$1,000.00	\$17.69/\$1,000.00
Tax			
1st quarter	\$1,357.04	\$1,449.26	\$1,349.59
2nd quarter	\$1,357.04	\$1,449.25	\$1,349.59
3rd quarter		\$1,264.82	\$1,277.38
4th quarter		\$1,264.82	\$1,277.37
Betterment/Asses.			
Utility Liens		\$1,820.85	\$180.98
<b>Total Billed</b>	<b>\$2,714.08</b>	<b>\$7,249.00</b>	<b>\$5,434.91</b>
Payments			\$42.96
Abate./Exempt./Lien		\$7,249.00	\$5,391.95
Charges & Fees			
Interest due to 9/5/23	\$18.22		
Adjustments	\$0.00	\$0.00	\$0.00
<b>Balance Due</b>	<b>\$2,732.30</b>	<b>\$0.00</b>	<b>\$0.00</b>
Int. Per Diem	\$0.53	\$0.00	\$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 FY2024 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: \$14,205.75, Int. \$998.04 Total \$15,203.79 2022-2023, Per Diem \$6.02.  
 Deferred Taxes: \$0.00

*Donna Cornoni*

**John McInnis LLC**  
AUCTIONEERS • APPRAISERS

**AN INVITATION TO ALL LICENSED REAL  
ESTATE BROKERS AND SALESPERSONS**

**Mortgagee's Sale of Real Estate**

**AUCTION**

*Commercial Corner Lot on Route 110 with .612 sq ft of retail space on .31 acre of land*

**2 Macy Street, Amesbury, MA**

Formerly a well-known Pizza Establishment and successful Used Car Lot for over 25 years

**TO BE SOLD TO THE HIGHEST BIDDER**

**Wednesday, October 4<sup>th</sup> @ 10 am**

All Kitchen Fixtures remaining to be included in the sale

**Viewing Available by Appointment**

**Registration 1 hr. prior to Auction**



**At this auction John McInnis Auctioneers LLC will offer a ONE PERCENT (1%) commission to any Licensed Broker or Salesperson who has procured a Buyer through his or her own efforts.**

**\*\*Remember you must pre-register, (48 HOURS prior to the sale) your bidder and complete a Broker's Participation Form to be eligible for the commission.**

**MORE INFO and TERMS: [MCINNISAUCTIONS.COM](http://MCINNISAUCTIONS.COM)**

**76 Main Street | Amesbury, Massachusetts 01913 | Ma Lic# 770 | NH Lic# 2182**



76 Main Street – Amesbury, MA 01913  
978-388-0400 – mcinnisauctions@yahoo.com

**BUYER'S BROKER REGISTRATON FORM**

**AUCTION ADDRESS: 2 MACY STREET-AMESBURY, MA**

**AUCTION DATE: WEDNESDAY, OCTOBER 4, 2023 at 10:00 am**

**BUYER BROKER FEE: 1%**

Broker/Salesperson: \_\_\_\_\_  
License No: \_\_\_\_\_  
(attach copy of Real Estate License): \_\_\_\_\_ State of Issue: \_\_\_\_\_ Expiration: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fed ID Number: \_\_\_\_\_

Client Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Property Address: \_\_\_\_\_  
Opening Bid Amount: \_\_\_\_\_

I will attend a scheduled preview, if any and the auction along with my client who will register to bid on the day of auction. It is my understanding that a fee will be paid to the above listed Real Estate Agency should my client be the successful bidder, pays for and closes on the property and I have registered them at least **forty-eight (48) hours** prior to the day of auction. No oral registrations will be accepted. (Please note that principals are excluded from this program.)

I am representing my client, the Buyer, and not the Seller. Further, I shall hold harmless and indemnify John McInnis Auctioneers, and the Seller from any and all claims, costs, or expenses, including reasonable attorney's fees, which may arise out of any actions or inaction's or representations made by me in connection with the sale of this property. I agree that only the first registration of a prospective client will be accepted and honored.

A prospective bidder that has previously been in contact with John McInnis Auctioneers or the Seller concerning the subject property will not be eligible as a client for any broker or salesperson.

SEND COMPLETED FORM TO (EMAIL): mcinnisauctions@yahoo.com  
**THERE WILL BE NO EXCEPTIONS TO THESE BROKER REQUIREMENTS.**

In addition to my signature below, please find the signature of my client, indicating that they have seen and agreed to the above.

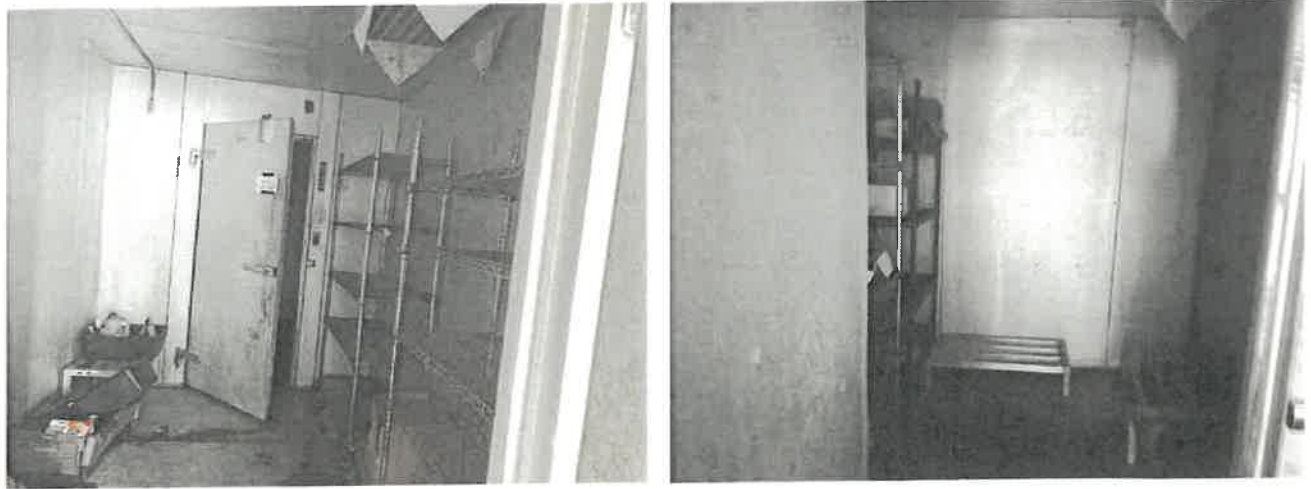
\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Accepted John McInnis Auctioneers

\_\_\_\_\_  
Client      Date





**John McInnis LLC**  
AUCTIONEERS • APPRAISERS

