

## La Colonia Col

**Mortgagees Sale of Real Estate** 

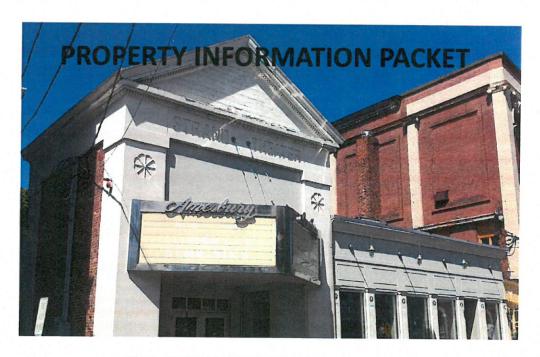
To be Sold to the Highest Bidder

The former "Strand Theatre"

7,418 +/-SQ FT COMMERCIAL/RETAIL BUILDING

Located in the heart of Downtown Amesbury

115 MAIN ST – AMESBURY, MA
THURSDAY, SEPTEMBER 24th at 2 pm



**REAL ESTATE PREVIEW BY APPOINTMENT** 

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

MORE INFO: MCINNISAUCTIONS.COM - 800-822-1417 - MCINNISAUCTIONS@YAHOO.COM

**MA LICENSE #770** 

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Disclaimer

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MLC

**REAL ESTATE ABSENTEE BID FORM** 







Dear Prospective Bidder,

Thank you for your inquiry and interest in our upcoming Mortgagee Real Estate Foreclosure Auction located at 115 Main 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 \$25,000.00 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 MORTAGEE 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 MORTAGEE 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 PEREVIOSLY 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 Diesel Realty LLC to Richard Fournier, Trustee of MASS Realty Trust u/d/t dated 9/18/1996, dated December 18, 2015 and registered in the Land Court Section of the Essex South District Registry of Deeds as Document Number 568123 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 2:00 p.m. on the 24<sup>th</sup> day of September, 2020 at 115 Main Street, Amesbury, Essex County, Massachusetts, all and singular the premises described in said mortgage,

#### To wit:

The land with the buildings thereon situated at 115-119 Main Street, Amesbury, Essex County, Massachusetts, and bounded and described as follows:

#### First Parcel:

Northeasterly: by the southwesterly line of a way six (6) feet wide, as shown on plan hereinafter mentioned, one hundred two and 91/100 (102.91) feet;

Southerly: by land now or formerly of the Newburyport Theatre Company sixty eight and 11/100 (68.11) feet;

Westerly: by land now or formerly of Congregational Church Society sixty two and 30/100 (62.30) feet; and

Northerly: by land now or formerly of Edward D. Hanley seven and 03/100 (7.03) feet.

All of said boundaries are determined by the Court to be located as shown upon plan numbered 18305-A, drawn by Morse, Dickinson & Goodwin, Engineers, dated October 1941, as modified and approved by the Court filed in the Land Registration Office, a copy of a portion of which is filed with original Certificate of Title 14045 in said Registry.

There is appurtenant to the above described land a right of way over the six (6) foot way shown on said plan, as granted by Jacob Silverberg, et al to Adolphus M. Burroughs, et al, Trustees, dated August 30, 1941 and duly recorded on December 31, 1941, to be exercised in common with others entitled thereto; and said land is also subject to and has the benefit of, so far as applicable, the provisions of a stipulation filed in Case 14053 on March 27, 1930, between Adolphus M. Burroughs, et al and George L. Briggs, et al, Trustees, a copy of which is included in Document 22881 filed in said Registry, applicable to the three (3) foot way shown on the plan aforesaid and its continuation southerly over the land registered in Case 14053 as shown on plan filed with Certificate of Title 8595.

#### Second Parcel:

Southeasterly: by the northwesterly line of Main Street sixty one and 55/100 (61.55) feet;

Southwesterly: by land now or formerly of Forest G. Kimball, the line running through the middle of a way seven and 80/100 (7.80) feet wide, one hundred thirty two and 32/100 (132.32) feet;

Westerly: by land now or formerly of the Congregational Church Society forty one and 65/100 (41.65) feet; and

Northerly: sixty eight and 11/100 (68.11) feet; and

Northeasterly: one hundred four and 98/100 (104.98) feet by land now or formerly of George L. Briggs, et al, Trustees.

All of said boundaries are determined by the Court to be located as shown upon plan numbered 14053-A, drawn by S.L. Leftovith, Surveyor, dated February 14, 1930, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed with original Certificate of Title 8595 in said Registry.

The southwesterly part of said last above described land is subject to and has the benefit of certain passageway rights as set forth in a stipulation between Newburyport Theatre Company and Forest G. Kimball, filed with the papers in this case on March 27, 1930, a copy of which is filed with Document 22881 in said Registry, which right has been modified by a release of easement from said Forest G. Kimball to said Newburyport Theatre Company, dated October 14, 1930, and filed as Document 23889 in said Registry.

The northeasterly part of said last above described land is subject to and has the benefit of certain passageway rights as set forth in a stipulation between the Newburyport Theatre Company and George L. Briggs, et al, Trustees, also filed with said Document 22881.

Meaning and intending to convey and hereby conveying the same premises conveyed to Diesel Realty LLC by deed of Richard A. Fournier, Trustee of the MASS Realty Trust dated December 18, 2015 and registered in the Land Court Section of the Essex South District Registry of Deeds as Document Number 568121.

Permitted Encumbrances: (1) Real estate taxes and assessments with respect to the Property which are not yet due and payable. (2) The encumbrances set forth and noted in the Certificate of Title No. 67968, Essex South District Registry of Deeds Land Court.

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 (\$25,000.00) 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.

Richard A. Fournier, Trustee
MASS Realty Trust u/d/t dated September 18, 1996
Present holder of said mortgage
By his Attorney,
Law Office of Mark L. Janos, PC
6 Harris Street
Newburyport MA 01950

#### MEMORANDUM OF SALE

115 Main Street, Amesbury, MA (hereinafter "the Property")

This Memorandum of Sale is made this 24th day of September, 2020	), by and among Richard A.
Fournier, Trustee of the MASS Realty Trust u/d/t dated 9/18/1996	with an address of 5 East
Main Street, Merrimac MA 01860 (the "Mortgagee"), John McInni	is Auctioneers, of
Amesbury, MA (the "Auctioneer") and	(the "Buyer").
Subject to and in accordance with the terms and conditions set forth attached hereto as Exhibit A and incorporated herein by reference, as further terms set forth below, the Buyer hereby agrees to purchase the described in said Exhibit A.	nd as supplemented by
The Property shall be conveyed by the usual mortgagee's deed under The Property shall be conveyed subject to any outstanding tenancies parties in possession, any tax titles, municipal taxes and assessments sewer bills or liens, and the provisions of applicable state and local lacodes, zoning ordinances and M.G.L. Chapter 21E. Where applicable conveyed subject to unpaid condominium fees pursuant to Massachu 183A, as amended.	and/or leases, the rights of any outstanding water or aw, including building le, the Property shall be
M 121 1 C 121 1 B	

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 24th day of September, 2020.

W

E88121 (890864) Btch:322225 Southern Essex District Rugistry 12/18/2015 04:07 PM DEED Pp: 1/6

Southern Essex Dictrict R00 Date: 12/18/2015 64:07 F7. 10: 322225 Doom 568121 Fee: \$1,687.20 Cons: \$378,603.00

#### DEED

I, Richard A. Fournier, Trustee of the MASS Realty Trust, u/d/t dated September 18, 1996 and recorded in the Essex South District Registry of Deeds on October 28, 1996 at Book 13815, Page 155, a certified copy of which is Registered herewith, of Merrimac, Essex County, Massachusetts,

For consideration paid and in full consideration of Three Hundred Seventy Thousand and 00/100 (\$370,000.00) Dollars

Grant to Diesel Realty, LLC, a Massachusetts Limited Liability Company, of 481 Hilldale Avenue, Haverhill Essex County, Massachusetts 01832

#### With Quitclaim Covenants

The land with the buildings thereon situated at 115-119 Main Street, Amesbury, Essex County, Massachusetts, and bounded and described as follows:

#### FIRST PARCEL:

NORTHEASTERLY: by the southwesterly line of a way six (6) feet wide, as shown on plan hereinafter mentioned, one hundred two and 91/100 (102.91) feet:

SOUTHERLY: by land now or formerly of the Newburyport Theatre Company sixty eight and 11/100 (68.11) feet;

WESTERLY: by land now or formerly of Congregational Church Society sixty two and 30/100 (62.30) feet; and

NORTHERLY: by land now or formerly of Edward D. Hanley seven and 03/100 (7.03) feet.

Address of Premises: 115 Main Street, Amesbury, MA 01913

All of said boundaries are determined by the Court to be located as shown upon plan numbered 18305-A, drawn by Morse, Dickinson & Goodwin, Engineers, dated October 1941, as modified and approved by the Court filed in the Land Registration Office, a copy of a portion of which is filed with original Certificate of Title 14045 in said Registry.

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Meaning and intending to convey and hereby conveying the same premises conveyed to Richard A. Fournier, Trustee of the MASS Realty Trust by deed of Alfred J. Fournier and Lorraine T. Fournier, Trustees of the Fournier Living Trust dated December 3, 1999, and registered with the Essex South District Registry of Deeds Land Court as Document No. 329535, Certificate of Title No. 67968.

Homestead rights do not apply.

[The remainder of this page is intentionally left blank.]

Witness my hand and seal this 17th day of December, 2015.

MASS Realty Trust

By: Richard A. Fournier

lts: Trustee

#### COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 17<sup>1k</sup> day of December, 2015, before me, the undersigned notary public, personally appeared Richard A. Fournier, Trustee of the MASS Realty Trust, proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

PHILIP A. PARRY
NOTARY PUBLIC
COMMONIVEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES
JUNE 23, 2017

Notary Public - Philip A Para My Commission Expires: 623-17/ Document: 565121

03

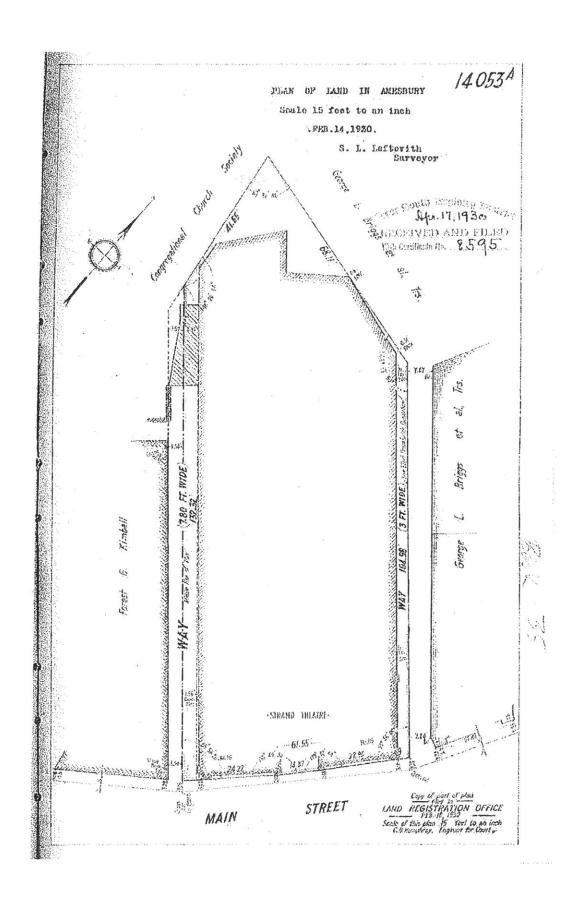
ESSEX SOUTHERN DISTRICT REGISTRY OF DEEDS

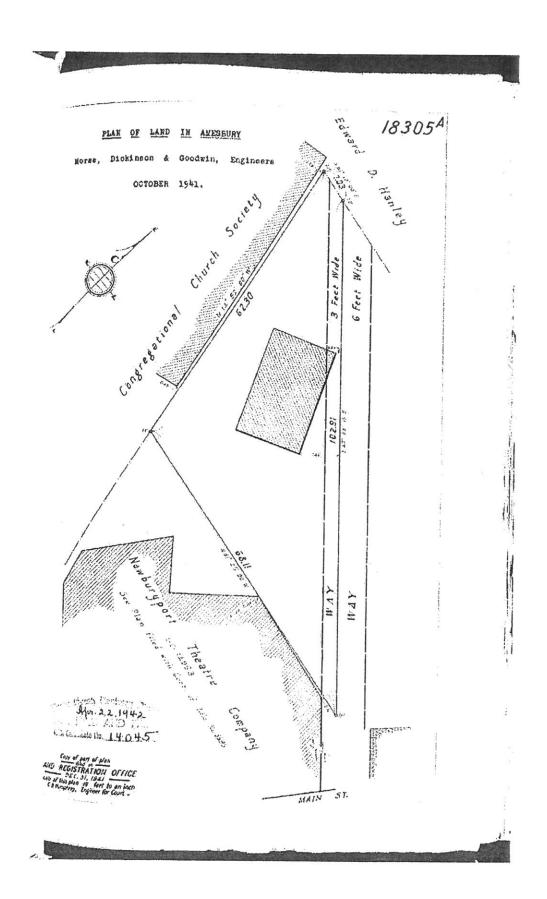
RECEIVED FOR REGISTRATION

On: 12/18/2015 04:67 PM

CREATED CERT: 55086 EDDK: 524 CANCELLED CERT: 67769 EDDK: 536

.





#### 115 MAIN ST

Location 115 MAIN ST

Mblu 53//224//

Acct# I&E

Owner DIESEL REALTY, LLC

Assessment \$585,600

PID 243

**Building Count** 1

#### **Current Value**

	Assessment		
Valuation Year	Improvements	Land	Total
2020	\$374,100	\$211,500	\$585,600

#### **Owner of Record**

Owner

DIESEL REALTY, LLC

Sale Price

\$370,000

Co-Owner Address

11 MARBLERIDGE RD

Certificate

Book & Page 568121

NORTH ANDOVER, MA 01845

Sale Date

12/18/2015

Instrument

10

#### **Ownership History**

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
DIESEL REALTY, LLC	\$370,000		568121	10	12/18/2015
FOURNIER RICHARD A	\$1		DOC329535	1A	05/02/1997
FOURNIER ALFRED &	\$1		DOC28/8344	1F	08/12/1993
FOURNIER ALFRED	\$170,000		DOC19/0908	00	10/19/1983
JARDIS GREG T	\$1		DOC16/5479	00	05/08/1978

#### **Building Information**

#### **Building 1: Section 1**

Year Built:

1900

Living Area:

7,418

Replacement Cost: **Building Percent Good:**  \$391,272 87

Replacement Cost

**Less Depreciation:** 

\$340,400

	Building Attributes
Field	Description
STYLE	Warehouse
MODEL	Ind/Comm
Grade	Average

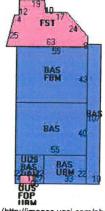
Stories:	2	
Occupancy	2	
Exterior Wall 1	Vinyl Siding	
Exterior Wall 2	Stucco on Wood	
Roof Structure	Gable/Hip	
Roof Cover	Tar & Gravel	
Interior Wall 1	Drywall/Sheet	
Interior Wall 2		
Interior Floor 1	Pine/Soft Wood	
Interior Floor 2		
Heating Fuel	Gas	-
Heating Type	Forced Air-Duc	
AC Type	Central	
Bldg Use	Retail < 10,000 SF	
Total Rooms		
Total Bedrms	00	-
Total Baths	2	-
1st Floor Use:	322C	
Heat/AC	NONE	
Frame Type	WOOD FRAME	
Baths/Plumbing	AVERAGE	
Ceiling/Wall	CEIL & WALLS	
Rooms/Prtns	AVERAGE	-
Wall Height	10	-
% Comn Wall	28	

#### **Building Photo**



(http://images.vgsi.com/photos/AmesburyMAPhotos/\00\01\74/86.jpg)

#### **Building Layout**



(http://images.vgsi.com/photos/AmesburyMAPhotos//Sketches/243\_238.jpg

	Building Sub-Areas (sq ft	:)	Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	6,779	6,779
FST	Utility, Finished	1,597	639
FBM	Basement, Finished	2,365	0
FOP	Porch, Open, Finished	66	0
UBM	Basement, Unfinished	1,210	0
uus	Upper Story, Unfinished	484	0
		12,501	7,418

#### **Extra Features**

	Extr	ra Features		Legend
Code	Description	Size	Value	Bldg#
SPR1	SPRINKLERS WET	12501 S.F.	\$32,600	1

#### Land

#### **Land Use**

 Use Code
 3250

 Description
 Retail < 10,000 SF</td>

Zone CB Neighborhood 0100

#### **Land Line Valuation**

 Size (Acres)
 0.24

 Frontage
 120

 Depth
 360

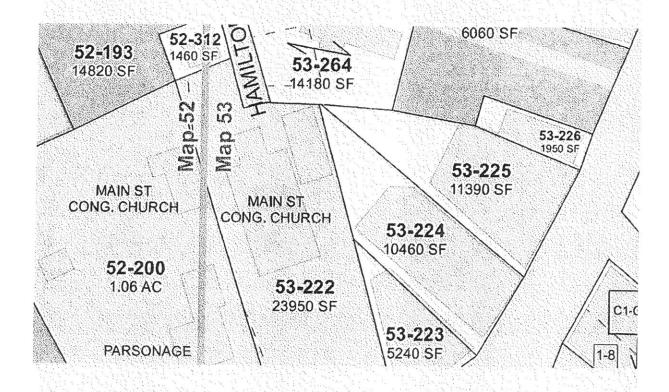
 Assessed Value
 \$211,500

Alt Land Appr No Category

#### Outbuildings

	-		Outbuildings			Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
SGN1	SIGN 1 SIDE			50 SF+HT	\$1,100	

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## REAL ESTATE ABSENTEE BID FORM

Ι,			(Name)	)
Of,			(Addre	ess),
Wish to submit the fo	llowing as my high bid on	the following	g Real Estate:	
Situated in the City/Te	own of: Hampton			
Street Address: 115	Main Street			
County: Essex	State of: Massa	achusetts	Amount of Bid:	\$
subject property within retained to conduct the absentee bid is purely assigns agree and convacceptance and placen Auctioneers of whateverepresentation should for the within property tepresentatives may be attorneys fees. Further	n forty-eight (48) hours after above auction on behalf of an accommodation on the venient that no liability on ment of this bid and further, are nature arising out of or fail, refuse or neglect to extend this absentee bid is the which accompany to the which accompany the liable for additional dama armore, I have seen and full of the more than one property.	e to execute a ter the sale. It of the seller a part of John the the part of Jo , I hereby rele because of the ecute an deli- highest bid the nies this bid sages, costs and y understand	a purchase and sale as recognize that John and that its acceptance McInnis Auctioneers ohn McInnis Auctioneers ohn McInnis Auctioneese and waive any case and waive and binding therefore, then my deshall be forfeited and dexpenses incurred the purchase and sale	s and I, my successors and eers is incurred by reason of its claims against John McInnis that I or my personal ing purchase and sale agreement eposit in the amount of
				<del>_</del>
DATE:	, 2020	)		
Vitness		Sign	nature	
		Prin	t Name	

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

115 Main St.

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

Certificate # 10760

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: REALTY DIESEL

Location of property:

115 MAIN St

Land Value:

\$211,500

Class Code:

3250-COMMERC. 10,460.00 Square Feet

Improv./Building Value: Exemption:

\$374,100

Land Area: Map/Lot:

0053-0224

Book 568121

Page

\$585 600

0053-022	24 Book 568121 Page	Assessed Value:	\$585,600
Tax Period	2021	2020	2019
Tax Rate	Rate Not Set	\$17.18/\$1,000.00	\$18.37/\$1,000.00
Tax	Manufacture Control of the Control o		Φ10.57/Φ1,000.00
1st quarter	\$2,515.16	\$2,575.02	\$1,882.86
2nd quarter	\$2,515.15	\$2,575.01	\$1,882.86
3rd quarter		\$2,455.29	\$2,245.80
4th quarter		\$2,455.29	\$2,245.80
Betterment/Asses.			02,243.00
Utility Liens			
Total Billed	\$5,030.31	\$10,060.61	\$8,257.32
Payments			
Abate./Exempt./Lien			\$0.257.22
Charges & Fees	A CONTRACTOR OF CONTRACTOR OF THE PARTY OF T	5.00	\$8,257.32
Interest due to 7/24/20	to the second of	\$857.40	
Adjustments	\$0.00	\$0.00	\$0.00
Balance Due	\$5,030.31	\$10,923.01	\$0.00
Int. Per Diem	\$0.00	\$3.86	\$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:

Deferred Taxes:

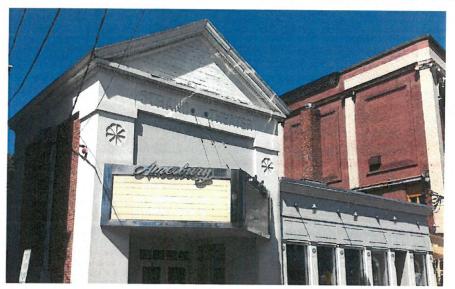
\$0.00

Donna Cornoni

# MORTGAGEE'S SALE OF REAL ESTATE AUCTION

## The former "Strand Theatre" COMMERCIAL/RETAIL BUILDING 7,418 +/- SQ FT

Located in the heart of Downtown - 115 Main St - Amesbury, MA



### Thursday, September 24th at 2 pm

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, PC, Newburyport, Mass to sell this building at public foreclosure auction. Don't miss this prime opportunity to buy this retail building located in the heart of downtown Amesbury.

Conduct your business in the heart of downtown Amesbury, easy access with two entrances directly on Main Street and large glass front for great visibility. Large open space with many original details. Wonderful space for Restaurant or Retail Establishment. Roof mounted HVAC system - 5 Lavatories - Wet Sprinkler and Hard Wired System - Street and Public Parking - Easy access to 95 and 495. Minutes to the seacoast - 45 minutes North of Boston. Space has been renovated in 2005.

#### — CALL 800-822-1417 —

For complete terms, information and bidder's prospectus

Terms of Sale: Twenty Five Thousand dollars (\$25,000.00) 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#77