

MORTGAGEE FORECLOSURE SALE REAL ESTATE AUCTION

Thursday, June 17th @ 2:00 PM

768 +/- sq ft Ranch Style 2 Bedroom Home
situated on 7,628 +/- sq ft lot of land

**35 BOARDMAN STREET
NEWBURYPORT, MA**

To be sold to the highest bidder!

-Property Information Packet -



JOHN McINNIS AUCTIONEERS

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

Preview: Drive By Recommended
Registration Auction Day: 1 hr. prior to sale

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MLC

Copy of Assessor's On-Line Data Base Pages

JOHN MCINNIS AUCTIONEERS

Estates ♦ Real Estate ♦ Appraisals

76 Main Street – Amesbury, Massachusetts 01913
Phone 978.388.0400 -- Fax 978.388.8863 mcinnisauctions.com

Dear Prospective Bidder:

Thank you for your inquiry and interest in our upcoming Mortgagee Real Estate Foreclosure Auction located at 35 Boardman Street in Newburyport Massachusetts on Thursday, June 17th at 2 p.m. This two bedroom 768+/- sq ft home will be sold at Public Auction

To be eligible to bid, at the time of registration you must present a \$7,500.00 deposit in cash or certified check.

This property information packet has been assembled for your convenience and if you have any other questions, please do not hesitate to call our office.

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.

Sincerely,



John P. McInnis
John McInnis Auctioneers

Auctioneers 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 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.*

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Judy A. Milliken ("Mortgagor") to Newburyport Five Cents Savings Bank ("Mortgagee") dated September 22, 2006 and recorded with the Essex South District Registry of Deeds at Book 26123, Page 496, 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 o'clock P.M. on the 17th day of June 2010 at 35 Boardman Street, Newburyport, Essex County, Massachusetts 01950, all and singular the premises described in said mortgage, to wit:

the land in said Newburyport, with the buildings thereon, bounded and described as follows, viz:

Beginning at the Westerly corner thereof on Boardman Street, and by land now or formerly of Wells; thence running

NORTHEASTERLY by Boardman Street, sixty-one feet, seven inches, to land now or formerly of Buckley; thence

SOUTHEASTERLY by said land of Buckley one hundred nineteen feet, six inches, to land now or formerly of Eaton; thence

SOUTHWESTERLY by South, by land of said Eaton and by land now or formerly of Katz, seventy-nine feet, nine inches, more or less to land now or formerly of Hughes; thence

NORTHWESTERLY by land now or formerly of said Hughes and land of or formerly of Wells about one hundred twenty-four feet more or less to the point of beginning.

For title see deed recorded at book 7026 page 340.

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 Seven Thousand Five Hundred Dollars (\$7,500.00) 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 Seven Thousand Five Hundred Dollars (\$7,500.00) 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 17th day of June 2010, 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 June 17, 2010 by the Auctioneer on behalf of the Mortgagee as foreclosing mortgagee, in exercise of the Power of Sale contained in a Mortgage from Judy A. Milliken dated September 22, 2006 and recorded with the Essex South District Registry of Deeds at Book 26123, Page 496, 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 said Newburyport, with the buildings thereon, bounded and described as follows, viz:

Beginning at the Westerly corner thereof on Boardman Street, and by land now or formerly of Wells; thence running

NORTHEASTERLY by Boardman Street, sixty-one feet, seven inches, to land now or formerly of Buckley; thence

SOUTHEASTERLY by said land of Buckley one hundred nineteen feet, six inches, to land now or formerly of Eaton; thence

SOUTHWESTERLY by South, by land of said Eaton and by land now or formerly of Katz, seventy-nine feet, nine inches, more or less to land now or formerly of Hughes; thence

NORTHWESTERLY by land now or formerly of said Hughes and land of or formerly of Wells about one hundred twenty-four feet more or less to the point of beginning.

For title see deed recorded at book 7026 page 340.

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 Seven Thousand Five Hundred and 00/100 (\$7,500.00) 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 has 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 respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the Mortgagee and the Buyer. If two or more persons are named herein as Buyer, their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this memorandum or to be used in determining the intent of the parties to it.

IN WITNESS WHEREOF, the parties have executed this Memorandum as a sealed instrument as of the date first written above.

MORTGAGEE
Newburyport Five Cents Savings Bank

BY: _____

John McInnis, AUCTIONEER

State Tax Form 290
Certificate: 1538
Issuance Date: 05/19/2010

MUNICIPAL LIEN CERTIFICATE
City of Newburyport
COMMONWEALTH OF MASSACHUSETTS

Requested by CONNOLLY & CONNOLLY

DESCRIPTION OF PROPERTY

Parcel ID: 049-041-000

35 BOARDMAN ST

MILLIKEN JUDY A
35 BOARDMAN STREET
NEWBURYPORT MA 01950

Land area : 7,628 SF
Land Value : 196,400
Impr Value : 60,900
Land Use : 0
Exemptions : 0
Taxable Value: 257,300

Deed date: 01/04/1983 Book/Page: 07026/0340
Class: 1010-RESIDNTL

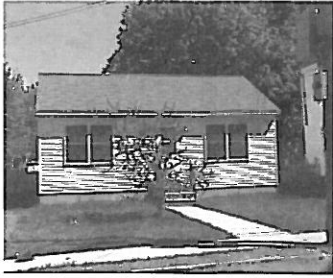
FISCAL YEAR	2010	2009	2008
DESCRIPTION			
CPA SURCHARGE	\$36.68	\$40.73	\$39.35
REAL ESTATE TAX REVENUE	\$3,000.12	\$3,129.26	\$2,980.25
TOTAL BILLED:	\$3,036.80	\$3,169.99	\$3,019.60
Charges/Fees	\$.00	\$.00	\$.00
Abatements/Exemptions	\$.00	\$.00	\$.00
Payments/Credits	-\$3,036.80	-\$3,169.99	-\$3,019.60
Interest to 05/19/2010	\$.00	\$.00	\$.00
TOTAL BALANCE DUE:	\$.00	\$.00	\$.00
OTHER UNPAID BALANCES:			
2010 UTILITY BILLING	\$117.10		

I have no knowledge of any other lien outstanding. PENDING FINAL WATER & SEWER READING. It is suggested that you contact the WATER/SEWER department for a current reading and bill. They may be reached at 978-465-4420



JULIE LANGUIRAND
ASSISTANT TREASURER/COLLECTOR

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE



MBLU : 49/ 41/ / /
Location: 35 BOARDMAN ST
Owner Name: MILLIKEN JUDY A
Account Number:

Parcel Value

Current Assessed Value	FY 2009 Assessed Value
257,300	286,300

Owner of Record

MILLIKEN JUDY A
 35 BOARDMAN STREET
 NEWBURYPORT, MA 01950

Ownership History

Owner Name	Book/Page	Sale Date	Sale Price
MILLIKEN JUDY A	07026/0340	1/4/1983	25,000
CHRISTENSEN HELEN R	3643/ 23		0

Land Use

Land Use Code	Land Use Description
1010	SINGLE FAM MDL-01

Land Information

Size	Zone
7628 SF	R3

Construction Detail

Building # 1	MODEL Residential	Stories: 1 Story
STYLE Ranch	Roof Structure: Gable/Hip	Roof Cover Asph/F GlS/Cmp
Exterior Wall 1 Vinyl Siding	Interior Flr 1 Carpet	Heat Fuel Oil
Interior Wall 1 Drywall/Sheet	AC Type: None	Total Bedrooms: 02
Heat Type: Hot Water	Total Half Baths: 0	Total Rooms: 4
Total Bthrms: 1		

Building Information

Living Area: 768 square feet **Year Built:** 1999 **Building Value:** 60,900

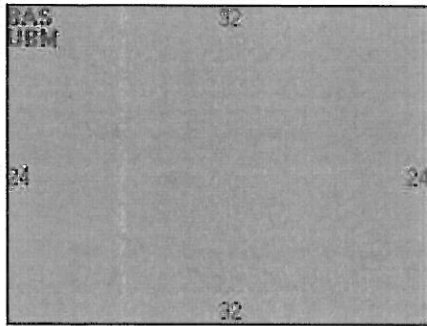
Extra Features

Code	Description	Units
No Extra Building Features		

Outbuildings

Code	Description	Units
No Outbuildings		

Building Sketch



Subarea Summary

Code	Description	Gross Area	Living Area
BAS	First Floor	768	768
UBM	Basement, Unfinished	768	0