

## CONDOMINIUM LIEN FORECLOSURE

# AUCTION

**THURSDAY, SEPTEMBER 15 AT 3 PM**

**14C CONSTITUTION WAY - BLDG19**

**METHUEN, MA**

**798+/- SQ FT LIVING SPACE**

**Garden Style Condominium**

### PROPERTY INFORMATION PACKET

John McInnis Auctioneers has been hired by The Colonial Village Condominium Trust and their attorney Chris Derocki, Amesbury, MA to sell this garden style condominium at public foreclosure auction.

Don't miss this prime opportunity to buy this two bedroom condominium close to major highways and shopping .



**VIEWING:** Drive by recommended.

**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

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 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.*

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# JOHN MCINNIS AUCTIONEERS

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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 Condominium Lien of Real Estate Auction to be held on Thursday, September 15th at 3:00 p.m. John McInnis Auctioneers has been hired by The Colonial Village Condominium Trust and their attorney Chris Derocki, Amesbury, MA to sell this garden style condominium at public foreclosure auction

To be eligible to bid, at the time of registration you must present a \$5,000.00 deposit in a bank or certified check.

This property information packet has been assembled for your convenience.

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

# Buyer Benefits

Garden Style Condominium  
Close to Major Highways and Shopping  
798+/- sq ft of living space  
4 Rooms - 2 Bedrooms - 1 Bath  
Built in 1970  
Electric Heat  
Assessed Value 2016: \$93,300.00  
Book 3515 Page 191

*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 is acting exclusively on behalf of Mortgagee/Seller in this transaction.*

# Unofficial Property Record Card - Methuen, MA

## General Property Data

Parcel ID 1111-108A-19C  
Prior Parcel ID -  
Property Owner DORSEY JOHN J

Account Number 4278

Mailing Address 14C CONSTITUTION WAY #19-C

Property Location 14 C CONSTITUTION WAY  
Property Use Condo  
Most Recent Sale Date 7/31/1992  
Legal Reference 3515/191  
Grantor COMEY, JOYCE C

City METHUEN

Mailing State MA Zip 01844-5711

Sale Price 51,900

ParcelZoning MB

Land Area 0.000 acres

## Current Property Assessment

Card 1 Value Building Value 93,300

Xtra Features Value 0

Land Value 0

Total Value 93,300

## Building Description

Building Style Condo Garden  
# of Living Units 1  
Year Built 1970  
Building Grade Average  
Building Condition Average  
Finished Area (SF) 798  
Number Rooms 4  
# of 3/4 Baths 0

Foundation Type Slab  
Frame Type Wood  
Roof Structure Gable  
Roof Cover Asphalt Shgl  
Siding Brick  
Interior Walls Drywall  
# of Bedrooms 2  
# of 1/2 Baths 0

Flooring Type Carpet  
Basement Floor N/A  
Heating Type Elec Base/B  
Heating Fuel Electric  
Air Conditioning 100%  
# of Bsmt Garages 0  
# of Full Baths 1  
# of Other Fixtures 0

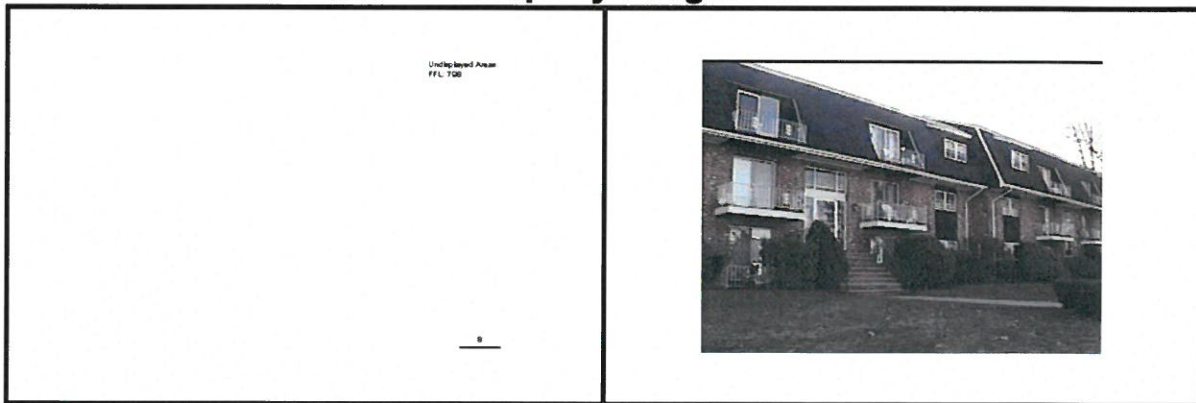
## Legal Description

Master Deed Book 1363, Page 545

## Narrative Description of Property

This property contains 0.000 acres of land mainly classified as Condo with a(n) Condo Garden style building, built about 1970 , having Brick exterior and Asphalt Shgl roof cover, with 1 unit(s), 4 room(s), 2 bedroom(s), 1 bath(s), 0 half bath(s).

## Property Images



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

AUCTIONEER'S RELEASE DEED

KNOW ALL MEN BY THESE PRESENT, that, pursuant to the

Judgment And Order of the Lawrence Superior Court, in and for the county of Essex, Commonwealth of Massachusetts, in the matter of Colonial Village Condominium Trust against John J. Dorsey, bearing Docket Number. 1577-CV-1082, a copy of said Judgment And Order is attached hereto and recorded herewith, I \_\_\_\_\_, Auctioneer, after advertising said sale as provided for in the aforesaid Findings and Order, did sell at public auction all the right, title and interest of: The Condominium Unit owned by the Defendant, John J. Dorsey, being Unit No. C, Building No. 19, Colonial Village Condominium, with an address of 14C Constitution Way, Methuen, MA 01844.

for consideration of \$ \_\_\_\_\_, subject to any outstanding encumbrances of record and any outstanding municipal taxes and filed liens for taxes, if any, granting such

to: \_\_\_\_\_

(the Grantee)

Thereby releasing to said Grantee such right, title and interest as is permitted to be granted under said Judgment And Order with respect to Unit No. C, Building No. 19 of Colonial Village Condominium, a condominium in Methuen, Essex County, Massachusetts, created pursuant to and subject to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts by Master Deed dated February 9, 1979 and recorded in the Essex North Registry of Deeds in Book 1363, Page 545 and as amended by instrument dated May 11, 1979 and recorded at said Registry of Deeds at Book 1370, Page 52 (see recording of Amendment at Book 1371, Page 322) and as amended by instrument dated July 31, 1979 entitled Second Amendment to Master Deed of Colonial Village Condominium recorded with said Registry of Deeds at Book 1381, Page 344 and as further amended by instrument dated March 28, 1980 entitled Third Amendment to Master Deed of Colonial Village Condominium, recorded with said Registry of Deeds at Book 1427, Page 197 (hereinafter collectively called Master Deed).

The post office address of the Unit is: 14C Constitution Way, Methuen, Massachusetts 01844. The building in which the unit is located is shown on the Site Plan of Phase II of said Colonial Village Condominium, which said plan was filed contemporaneously with the aforesaid Master Deed with Essex North District Registry of Deeds as a part of Plan No. 8043, said unit is also shown on Floor Plans of said Colonial Village Condominium recorded with said Deeds as a part of said Plan No. 8043/ as Plan No. 8159/ as Plan No. 8329.

This Unit is conveyed together with the undivided percentage interest in both the common areas and facilities of the condominium, together with such other rights and easements and obligations appurtenant to the unit, as may be set forth in any documents governing the operation of the condominium, including without limitation the Master Deed, the Declaration of Trust (the By-Laws) of the organization of unit owners, and any administrative rules and regulations adopted pursuant thereto and subject to the same.

The condominium and each of the units is intended for residential purposes and other uses permitted by the applicable zoning ordinances and as set forth in the Master Deed, (the Declaration of Trust,) and the By-Laws.

This conveyance is further made subject to any and all of the provisions and requirements of Massachusetts General Laws, Chapter 183A, § 6 and Massachusetts General Laws, Chapter 254, §§5 and 5A, and such liens of record as, by said statutes, survive this sale.

For my right to convey said title see the Judgment And Order hereinabove referred to.

Meaning and intending to convey and hereby conveying the same premises conveyed by Deed of Joyce C. Comey and Stephen E. Comey to John J. Dorsey dated July 29, 1992 and recorded with the Essex North Registry of Deeds in 3515, Page 191, and more particularly described as follows: Said Unit is situated at 14C Constitution Way, Methuen, Essex County, Massachusetts in the Condominium known as Colonial Village Condominium and created by Master Deed dated February 9, 1979 and recorded in the Essex North Registry of Deeds in Book 1363 Page 545 and as amended by instrument dated May 11, 1979 and recorded at said Registry of Deeds at Book 1370, Page 52 (see recording of Amendment at Book 1371, Page 322) and as amended by instrument dated July 31, 1979 entitled Second Amendment to Master Deed of Colonial Village Condominium recorded with said Registry of Deeds at Book 1381, Page 344 and as further amended by instrument dated March 28, 1980 entitled Third Amendment to Master Deed of Colonial Village Condominium, recorded with said Registry of Deeds at Book 1427, Page 197 (hereinafter collectively called Master Deed).

WITNESS my hand and seal this \_\_\_\_\_ day of September, 2016.

\_\_\_\_\_ AUCTIONEER

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_ ss.

September, 2016

Then personally appeared before me the above-named \_\_\_\_\_  
and having provided satisfactory evidence of identity to-wit \_\_\_\_\_,  
and acknowledged that he/she executed this Instruments as his/her own free act and deed before  
me:

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My commission expires:



**SALE OF REAL ESTATE UNDER M.G.L. c. 183A:6**

By virtue of a Judgment and Order of the Essex County Superior Court (docket no. 1577 CV 0182) in favor of the Colonial Village Condominium Trust by its Board of Trustees against John J. Dorsey establishing a lien pursuant to M.G.L. c. 183A:6 on the real estate known as Unit No. C in building No. 19, the address of which is 14 C Constitution Way of the Colonial Village Condominium for the purpose of satisfying such lien, the real estate will be sold at Public Auction at 3 o'clock P.M. on the 15th day of September A.D. 2016 at 14 C Constitution Way, Methuen, MA. The premises to be sold are more particularly described as follows:

**Description:** Said property known as Unit No C, in building No. 19, 14 C Constitution Way, Colonial Village Condominium, Methuen, Essex County, Massachusetts.

Said Unit is situated at 14 C Constitution Way, Methuen, Essex County, Massachusetts in the Condominium known as Colonial Village Condominium, a condominium established pursuant to Massachusetts General Laws, Chapter 183A and by Master Deed dated February 9, 1979, recorded February 16, 1979 with the Essex North Registry of Deeds at Book 1363, Page 545, as amended by instrument dated May 11, 1979, recorded with said Deeds at Book 1370, Page 52, (see rerecording of Amendment at Book 1371, Page 322), and as amended by instrument dated July 31, 1979, entitled Second Amendment to Master Deed of Colonial Village Condominium, recorded with said Deeds at Book 1381, Page 344 and as further amended by instrument dated March 28, 1980 entitled Third Amendment to Master Deed of Colonial Village Condominium, recorded with said Deeds at Book 1427, Page 197 and as further amended by any properly executed amendment to date (hereinafter collectively called Master Deed) to wit,

The building in which the unit is located is shown on the Site Plan of Phase II of said Colonial Village Condominium, which said plan was filed contemporaneously with the aforesaid Master Deed with Essex North District Registry of Deeds as a part of Plan No. 8043; said unit is also shown on Floor Plans of said Colonial Village Condominium recorded with said Deeds as a part of said Plan No. 8043/ as Plan No. 8159/ as Plan No. 8329.

Said Unit is to be conveyed, as is, together with:

- (1) an undivided 0.390 percent interest in the Common Areas and Facilities of the property attributable to said Unit and as shown in Appendix B of said Master Deed, and/or as shown in Appendix B of the above-referenced Second Amendment to said Master Deed and/or as shown in Appendix B of the above-referenced Third Amendment to said Master Deed.
- (2) exclusive rights to use of certain Limited Common Areas, subject, however, to obligations as to maintenance and repair of same, as set forth in said Master Deed, said Second Amendment, and said Third Amendment to said Master Deed, including, but not by way of limitation, to sections 2. (d), 2. (f), and 2. (g) of said Master Deed and Section 5. of said Second Amendment and Section 5. of said Third Amendment.
- (3) A non-exclusive easement for structural support and for the continuance of all encroachments by the Unit on any other Unit or Common Areas in Colonial Village Condominium, all as more particularly set forth in Section 2. (k) of said Master Deed.
- (4) an easement in common with owners of other Units to use any part or parts of the Common Area, which are located in any of the other Units or elsewhere in or on Colonial Village Condominium, including but not by way of limitation, same as are described in section 2. (h) of said Master Deed.

This unit is subject to:

- (1) a non-exclusive easement in favor of other Units and Common Areas in Colonial Village Condominium for structural support and for the continuance of all encroachments of such other Units and Common Area in the Unit, all as more particularly provided in Section 2.(k) of the Master Deed.

(2) exclusive rights in favor of the owners of any Units to use portions of Colonial Village Condominiums, which are designated as Limited Common Area, as provided in said Master Deed.

(3) the provisions of the Master Deed, By-Laws and Condominium Rules, including Appendices thereto, recorded with Essex North District Registry of Deeds at Book 1363, Page 545, and the Site Plans and Floor Plans for Colonial Village Condominium recorded contemporaneously with and as a part of said Master Deed (being Plan No. 8043 at said Essex North District Registry of Deeds) and the amendments to the same as heretofore recorded at Book 1370, Page 52 (see rerecording of same at book 1371, Page 322) and at Book 1381, Page 344, and the Floor Plans of Colonial Village Condominium (Phase III) recorded contemporaneously with and as a part of said Second Amendment to Master Deed of Colonial Village Condominium being Plan No. 8159 at said Registry of Deeds) and at Book 1427, Page 197, and the Floor Plans of Colonial Village Condominium (Phase 197), and the Floor Plans of Colonial Village Condominium (Phase II), recorded contemporaneously with and as a part of said Third Amendment to Master Deed of Colonial Village Condominium (being Plan No. 8329 at said Registry of Deeds, and as the same may further be amended, from time to time, by instrument or instruments executed pursuant to the provisions of said Master Deed and/or said Massachusetts General Laws Chapter 183A and recorded with said Essex North District any shall constitute covenants running with the land which shall be binding upon any and all persons having at any time any interest or estate in the said Unit herein conveyed, their heirs, successors and assigns, their servants and visitors as though all of such provisions, amendments, and instruments were recited and stipulated herein.

(4) all the restrictions on the use of said Unit as are more particularly set forth in other provisions of the aforesaid Master Deed including, but not limited to, Section 2. (j) thereof.

There is excepted from the Unit any Common Area lying therein, all as provided in said Master Deed, and the within conveyed premises are subject to and have the benefit of, insofar as the same may be now in force and applicable, easements as may exist for utilities serving the entire premises submitted by said Master Deed.

By acceptance hereof, the grantees hereby expressly acknowledge and agree that the Declarant in said Master Deed, for the benefit of it, its successors and assigns, has reserved and shall have the rights, as more particularly set forth in said Master Deed, Section 9. of said Amendment and Section 9. of said Third Amendment to further amend the aforesaid Master Deed pursuant to the purposes set forth in said Master Deed and Amendments; and, to that end, the grantees to execute, acknowledge, deliver, and record any such amendments of said Master Deed and all other instruments deemed by the grantor to be necessary or appropriate to effectuate the purposes of this paragraph, the Power of Attorney hereby granted being coupled with an interest and irrevocable.

Meaning and intending to convey and hereby conveying the same premises conveyed by Deed of Joyce C. Comey and Stephen E. Comey to John J. Dorsey dated July 29, 1992 and recorded with the Essex North Registry of Deeds in 3515, Page 191.

**Terms of sale:**

A non-refundable deposit in cash or certified check or bank check for a minimum of \$5,000 is to be paid by the successful bidder at the time of auction. The successful bidder shall be required to execute a Memorandum of Sale. The balance of the purchase price is to be paid within thirty (30) days of the auction. The closing shall take place within thirty (30) days of the auction at such location as the judgment creditor or its attorney shall designate. The successful bidder shall be responsible for payment of all recording fees, taxes, municipal liens, water and sewer assessments, and/or transfer stamps at the time of closing. An Auctioneer's Release Deed will be issued to purchaser, upon payment of the balance of the purchase price, within thirty (30) days of

the auction. The Deed shall convey the premises subject to and with the benefit of all restrictions, easements, improvements, outstanding tax title, municipal or other public taxes, assessments, liens, or claims in the nature of liens, and existing encumbrances or record senior to the lien hereby being satisfied, whether or not reference to any such encumbrance or lien is made in the Deed. Additionally, and not by way of limitation, the sale shall be subject to and with the benefit of any and all tenants, tenancies, and/or occupants, if any. This sale is subject to any senior liens or encumbrances, including but not limited to outstanding municipal taxes, if any. No representation is or shall be made by the Seller as to if any such taxes are outstanding or the amount outstanding, if any. Prospective Bidders should determine the status of outstanding municipal taxes, if any. The successful bidders shall be required to pay common area fees, charges, special assessments, or other operating costs of the Condominium from the date the Memorandum of Sale is executed. No representation is or shall be made by the Seller as to any mortgages, liens, or encumbrances of record, or as to the condition of the Unit or the Condominium. The Unit shall be purchased "as is." The Unit shall be purchased subject to any and all benefits and restrictions as may be imposed by the Master Deed, Declaration of Trust, By-Laws, Rules and Regulations, and or M.G.L. c. 183A.

Subject to all mortgages, unpaid taxes, tax titles, governmental liens, and municipal liens and assessments, which precede over the said condominium lien above described, if any. Other terms to be announced at the sale.

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Christopher D. Deorocki, Law Office of Christopher D. Deorocki  
Attorney for Colonial Village Condominium  
21 Water Street, Amesbury, MA 01913  
(978) 388-7430

MEMORANDUM OF SALE OF REAL PROPERTY AT AUCTION

Date: September , 2016

Methuen, Massachusetts

I hereby acknowledge to have this day purchased at sale at Public Auction of \_\_\_\_\_, Auctioneer, for the sum of \_\_\_\_\_ (\$ \_\_\_\_\_)

that certain condominium unit, designated Unit C, Building No. 19, of the Colonial Village Condominium, located at 14C Constitution Way, Methuen, MA 01844 in Essex County. Now or formerly of John J. Dorsey, and described in the Auctioneer's Notice of Sale hereto attached, to be conveyed by a good and sufficient Auctioneer's Release Deed, subject to restrictions, orders of conditions, easements, improvements, outstanding tax titles, municipal or other public taxes or assessments, federal or state tax liens, other liens or claims in the nature of liens and existing encumbrances of record which have priority over the lien being foreclosed upon, if there be any, including but not limited to, those encumbrances and liens specifically set forth in the printed notice of sale; outstanding water bills, water liens and water taxes, if any; violations, if any, of the state sanitary code or any other Federal, state or local statute. public health rule, or regulation as may be in force and effect; and rights of persons under the soldiers' and sailors' civil Relief Act of 1940; and further subject to any tenant or tenancies, if there be any, and all other matters provided for in M.G.L. c 183A,§6, and M.G.L.c. 254, §§ 5 and 5A. I further acknowledge that I am purchasing the Unit "as is". I agree to comply with the terms of sale as stated by the Auctioneer and hereto annexed having paid Five Thousand Dollars (\$5,000) as a non-refundable deposit, being agreeable to the terms of sale. A copy of the form of deed to be delivered is also hereto annexed.

The sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in cash or certified check or bank check has been paid into the hands of the Auctioneer at the time and place of sale to bind the sale to be forfeited to the use of the Seller in case the Purchaser shall fail to comply with the residue of the terms of sale, but a forfeiture of said sum shall not release the Purchaser of his liability under the contract. The balance of the purchase money is to be paid in cash or certified check or bank check in accordance with the terms of the sale.

An Auctioneer's Release Deed is to be delivered to Purchaser at the time and place of settlement, to wit: the office of Attorney Christopher D. Deorocki, 21 Water Street, Amesbury, Massachusetts. It shall be the Purchaser's sole and exclusive duty to record any and all documents that may need to be recorded under common practice or by such standards of the Massachusetts Conveyancers Association or other applicable title standards. Said Auctioneer's Release Deed is to be delivered on \_\_\_\_\_ Day of September, 2016 at \_\_\_\_\_am/pm.

No personal property of any nature is included in this contract of sale. Rents, interest, water rates and condominium common fees are to be settled on the date of delivery of the deed.

Prior to and at the time of this sale the following liens and encumbrances are known to exist with regard to this condominium unit:

A Judgment Lien By virtue of a Judgment and Order of the Lawrence Superior Court (docket no.1577-CV- 1082) in favor of the Colonial Village Condominium Trust

B. The Master Deed, Declaration of Trust, By-Laws and Rules and Regulations.

C. Municipal taxes, including sewer charges.

D. Massachusetts Department of Revenue lien.

D. All other recorded liens, if any.

I have read the above and agree to be bound by it and other terms of sale as well as the additional terms which are attached to this Memorandum.

PURCHASER: \_\_\_\_\_

The above sale is hereby confirmed.

AUCTIONEER: \_\_\_\_\_