

**Mortgagee Sale of Real Estate**

**AUCTION**

**PROPERTY INFORMATION PACKET**

**Thursday, December 1st @ 10 AM**

**NEWBURYPORT, MA**

***AKA MAP 94, LOT 2 (25 Crow Lane)***

***16.5 +/- Acre Parcel of land***



REGISTRATION AUCTION DAY ONE HOUR PRIOR TO SALE



**John McInnis**  
AUCTIONEERS • APPRAISERS

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

76 Main St - 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'S  
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'S 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*

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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 Mortgagee's Sale of Real Estate Foreclosure Auction to be held on Thursday, December 1st @10 am. John McInnis Auctioneers has been hired by the Newburyport Five Cents Savings Bank and their attorney Connolly and Connolly, Newburyport, Massachusetts to offer 16.5 +/- acre parcel of land at public foreclosure auction.*

*To be eligible to bid, at the time of registration you must present a Ten thousand dollar (\$10,000.00) 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*

*John P. McInnis  
John McInnis Auctioneers*

MORTGAGEE'S SALE OF REAL ESTATE

# AUCTION

**16.5 +/- ACRE PARCEL OF LAND**

AKA Map 94 Lot 2  
(25 Crow Lane)

**NEWBURYPORT, MASS**



**THURSDAY, DECEMBER 1<sup>ST</sup> AT 10 AM**

*To Be Sold to the Highest Bidder!*

Description of property to be sold and directions to view this parcel: This is a large wooded parcel of land bordering the old closed portion of RT. 95 with an address of 25 Crow Lane, a paper street, which is located by the Newburyport Land Fill. To view this property for inspection we recommend you enter Russell Terrace off Storey Ave, park at the end of Russell Terrace Extension, enter thru a walking path which will bring you along the closed portion of the old Route 95. Take the 5 minute walk down!

*The property location will be conveniently marked for your inspection.*

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

*FOR MORE INFO AND TERMS:*

**John McInnis**  
AUCTIONEERS • APPRAISERS

**MCINNISAUCTIONS.COM**

**800-822-1417**

**MA LIC#770**

## MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Russell S. Hussey, Jr., Trustee of Rockledge Realty Trust a/k/a Rock Ledge Realty Trust ("Mortgagor") to Newburyport Five Cents Savings Bank ("Mortgagee") dated December 30, 2008 and recorded at the Essex South District Registry of Deeds at Book 28222, Page 54, 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 10:00 o'clock A.M. on the 1<sup>st</sup> day of December 2011 at 25 Crow Lane, on Old Route 95, a short walk from the end of Russell Terrace Extension, Newburyport, Essex County, Massachusetts 01950, all and singular the premises described in said mortgage, to wit:

A certain parcel of land with the buildings thereon located at Crow Lane, Newburyport, Essex County, Massachusetts and more particularly described as:

The premises in Newburyport, Essex County, Massachusetts described as follows:

NORTHWESTERLY by Crow Lane;

NORTHEASTERLY by land now or formerly of William Little;

SOUTHEASTERLY by land formerly of Coleman, now or formerly of George

Cooper and

WESTERLY by the Easterly line of the limited access State Highway 1952 Layout, 916 feet, more or less.

Said premises are hereby conveyed subject to and with the benefits thereof of rights and easements set forth in the record title.

Meaning and intending to convey the same premises conveyed to the mortgagor by

deed of the Federal Deposit Insurance Corporation as Receiver of the New Bank of New England, N.A., dated November 24, 1992 and recorded with said deeds on December 3, 1992 in Book 11631, Page 242.

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 Ten Thousand Dollars (\$10,000.00) 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 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 Ten Thousand Dollars (\$10,000.00) 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 1<sup>st</sup> day of December, 2011, 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, Massachusetts, (the "Auctioneer"), and

\_\_\_\_\_ (the "Buyer").

### 1. MORTGAGEE'S SALE AT PUBLIC AUCTION

Pursuant to a public auction conducted on December 1, 2011, by the Auctioneer on behalf of the Mortgagee as foreclosing mortgagee, in exercise of the Power of Sale contained in a Mortgage from Russell S. Hussey, Jr., Trustee of Rockledge Realty Trust a/k/a Rock Ledge Realty Trust dated December 30, 2008 and recorded with Essex South District Registry of Deeds at Book 28222, Page 54, 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:

A certain parcel of land with the buildings thereon located at Crow Lane, Newburyport, Essex County, Massachusetts and more particularly described as:

The premises in Newburyport, Essex County, Massachusetts described as follows:

NORTHWESTERLY by Crow Lane;

NORTHEASTERLY by land now or formerly of William Little;

SOUTHEASTERLY by land formerly of Coleman, now of George Cooper and

WESTERLY by the Easterly line of the limited access State Highway  
1952 Layout, 916 feet, more or less.

Said premises are hereby conveyed subject to and with the benefits thereof of  
rights and easements set forth in the record title.

Meaning and intending to convey the same premises conveyed to the mortgagor by  
deed of the Federal Deposit Insurance Corporation as Receiver of the New Bank of  
New England, N.A., dated November 24, 1992 and recorded with said deeds on  
December 3, 1992 in Book 11631, Page 242.

### 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 Ten Thousand and 00/100 (\$10,000.00) 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 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 have 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: 2899  
Issuance Date: 10/31/2011

MUNICIPAL LIEN CERTIFICATE  
City of Newburyport  
COMMONWEALTH OF MASSACHUSETTS

Requested by CONNOLLY & CONNOLLY

DESCRIPTION OF PROPERTY

Parcel ID: 094-002-000

25 CROW LN

HUSSEY RUSSELL S JR TRUSTEE  
ROCK LEDGE REALTY TRUST  
PO BOX 103  
NEWBURYPORT MA 01950

Land area : 16.74 AC  
Land Value : 552,700  
Impr Value : 0  
Land Use : 0  
Exemptions : 0  
Taxable Value: 552,700

Deed date: 11/17/2004 Book/Page: 23636/0327  
Class: 4400-IND LAND

FISCAL YEAR	2012	2011	2010
DESCRIPTION			
REAL ESTATE TAX REVENUE	\$3,335.55	\$ .00	\$ .00
CPA SURCHARGE	\$66.71	\$ .00	\$ .00
TOTAL BILLED:	\$3,402.26	\$ .00	\$ .00
Charges/Fees	\$ .00	\$ .00	\$ .00
Abatements/Exemptions	\$ .00	\$ .00	\$ .00
Payments/Credits	\$ .00	\$ .00	\$ .00
Interest to 10/31/2011	\$59.37	\$ .00	\$ .00
TOTAL BALANCE DUE:	\$3,461.63	\$ .00	\$ .00

NOTE: Actual 2012 taxes not yet issued.

TOTAL INTEREST PER DIEM: \$9.7499

OTHER UNPAID BALANCES:  
Tax Title 2009-2011 \$23,328.15

I have no knowledge of any other lien outstanding. TAX LIEN AMOUNTS must be obtained from the Tax Collector's office at 978-465-4415. PENDING FINAL WATER & SEWER READING. It is suggested that you contact the WATER/SEWER department at 978-465-4420 for a current reading and bill.



JULIE LANGUIRAND  
TREASURER/COLLECTOR

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE



No Image

MBLU : 94/ 2/ 1 /  
 Location: 25 CROW LN  
 Owner Name: HUSSEY RUSSELL S JR TRUSTEE  
 Account Number:

**Parcel Value**

Assessed Value  
 552,700

**Owner of Record**

HUSSEY RUSSELL S JR TRUSTEE  
 ROCK LEDGE REALTY TRUST  
 PO BOX 103  
 NEWBURYPORT, MA 01950

**Ownership History**

Owner Name	Book/Page	Sale Date	Sale Price
HUSSEY RUSSELL S JR TRUSTEE	23636/0327	11/17/2004	0
MARINEAU NORMAN R. TRS.	11631/0242	12/3/1992	115,000
F.D.I.C.	11141/0429	2/18/1992	103,800
JONES R B CAREY N A JR TRS	09300/0164	11/30/1987	450,000
TWOMEY M F JR-HOPKINS M L	06791/0633	2/13/1981	1

**Land Use**

Land Use Code	Land Use Description
4400	IND LD DV

**Land Information**

Size	Zone
729194 SF	I1

**Construction Detail**

Building # 1	MODEL
STYLE Vacant Land	Vacant

**Building Information**

Living Area: 0 square feet  
 Year Built:

**Extra Features**

Code	Description	Units
	No Extra Building Features	

**Outbuildings**

Code	Description	Units
	No Outbuildings	

**Building Sketch**

Vacant Land, No Sketch