

THIS AUCTION HAS BEEN RESCHEDULED TO WEDNESDAY, OCTOBER 26TH @ 10 AM

Mortgagee Sale of Real Estate

AUCTION

WEDNESDAY, OCTOBER 26TH @ 10 AM

8 CUSHING AVE - NEWBURYPORT, MA

Expanded Ranch Style Home
in desirable Newburyport Location!
Great Opportunity for First Time Home Buyers!

PROPERTY INFORMATION PACKET



Drive By Recommended

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

John McInnis Auctioneers has been hired by the Newburyport Five Cents Savings Bank to offer this Ranch Style Home in a desirable Newburyport neighborhood at public foreclosure auction.

Don't miss this opportunity to buy this property at today's market prices!



JOHN MCINNIS
AUCTIONEERS

mcinnisauctions.com

76 Main Street - Amesbury, Ma 01913

800-822-1417 - MA LIC# 770

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Revised 9/29/11

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*

JOHN MCINNIS AUCTIONEERS

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 that has been rescheduled to Wednesday, October 26th at 10 a.m. John McInnis Auctioneers has been hired by the Newburyport Five Cents Savings Bank and their attorney Connolly & Connolly of Newburyport, Mass, to offer this expanded ranch style home at public foreclosure auction.

To be eligible to bid, at the time of registration you must present a \$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 P. McInnis

John McInnis Auctioneers

BUYER BENEFITS

Great Opportunity for First Time Home Buyers!

Expanded Ranch Style Home

1716+/- sq ft Living Space

.24 +/- acre lot

Close to I95 and I 495

Minutes to Beaches and Shopping

6 Rooms - 2 Bedrooms

Two Car Garage

Level Corner Lot

Hardwood Floors

*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.*



PHOTO GALLERY





PHOTO GALLERY





MBLU : 69/ 50/ / /
Location: 8 CUSHING AVE
Owner Name: FOURNIER JOHN P
Account Number:

Parcel Value

Assessed Value
 361,400

Owner of Record

FOURNIER JOHN P
 NINA L T/E
 8 CUSHING AVE
 NEWBURYPORT, MA 01950

Ownership History

Owner Name	Book/Page	Sale Date	Sale Price
FOURNIER JOHN P	14130/0201	5/29/1997	130,000
WOODSUM EDNA F LI & GEORGE E	10110/0564	8/14/1989	1
WOODSUM EDNA F	5077/ 368		0

Land Use

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

Land Information

Size	Zone
10670 SF	R2

Construction Detail

Building # 1		
STYLE Ranch	MODEL Residential	Stories: 1 Story
Exterior Wall 1 Aluminum Sidng	Exterior Wall 2 Pre-Fab Wood	Roof Structure: Gable/Hip
Roof Cover Asph/F Gls/Cmp	Interior Wall 1 Drywall/Sheet	Interior Flr 1 Hardwood
Heat Fuel Oil	Heat Type: Steam	AC Type: None
Total Bedrooms: 03	Total Bthrms: 1	Total Half Baths: 0
Total Rooms: 6		

Building Information

Living Area: 1,716 square feet **Year Built:** 1940

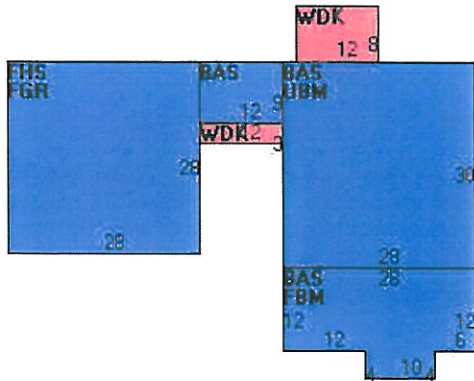
Extra Features

Code	Description	Units
No Extra Building Features		

Outbuildings

Code	Description	Units
SHD1	SHED FRAME	120 S.F.

Building Sketch



Subarea Summary

Code	Description	Gross Area	Living Area
BAS	First Floor	1324	1324
FBM	Basement, Finished	376	0
FGR	Garage, Attached	784	0
FHS	Half Story, Finished	784	392
UBM	Basement, Unfinished	840	0
WDK	Deck, Wood	132	0

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by John R. Fournier and Nina L. Fournier ("Mortgagor") to Newburyport Five Cents Savings Bank ("Mortgagee") dated August 4, 2006 and recorded at the Essex South District Registry of Deeds at Book 25957, Page 221, 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 26th day of October 2011 at 8 Cushing Avenue, Newburyport, Essex County, Massachusetts 01950, all and singular the premises described in said mortgage, to wit:

A certain real estate situated in Newburyport, bounded and described as follows:

SOUTHEASTERLY by Moulton Street, 97 feet;

NORTHEASTERLY by land now of Coskery, formerly of William F. Greenaway and formerly of McCurdy et.ux. 111 feet;

NORTHWESTERLY by land now of Webber, 97 feet;

SOUTHWESTERLY by Cushing Avenue, 111 feet.

For title see deed at Book 14130 Page 201.

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, Law Offices of 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 Law Offices 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 26th day of October, 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 October 26, 2011, by the Auctioneer on behalf of the Mortgagee as foreclosing mortgagee, in exercise of the Power of Sale contained in a Mortgage from John R. Fournier and Nina L. Fournier dated August 4, 2006 and recorded with Essex South District Registry of Deeds at Book 25957, Page 221, 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 real estate situated in Newburyport, bounded and described as follows:

SOUTHEASTERLY by Moulton Street, 97 feet;

NORTHEASTERLY by land now of Coskery, formerly of William F. Greenaway and formerly of McCurdy et.ux. 111 feet;

NORTHWESTERLY by land now of Webber, 97 feet;

SOUTHWESTERLY by Cushing Avenue, 111 feet.

For title see deed at Book 14130 Page 201.

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
