

Mortgagee Sale of Real Estate

AUCTION

Thursday, October 22 @ 10 AM
114 High Street ~ Newburyport, MA
Victorian Period Single Family Home
with European Ambience

PROPERTY INFORMATION PACKET



**Short Walk to Downtown
Newburyport**

Ideal for Home Office

**Auction Day:
Registration will
take place one hour
prior to sale**

mcinnisauctions.com

JOHN MCINNIS AUCTIONEERS

76 Main Street - Amesbury, Ma 01913

800-822-1417 - MA LIC# 770

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Disclaimer

Transmittal Letter

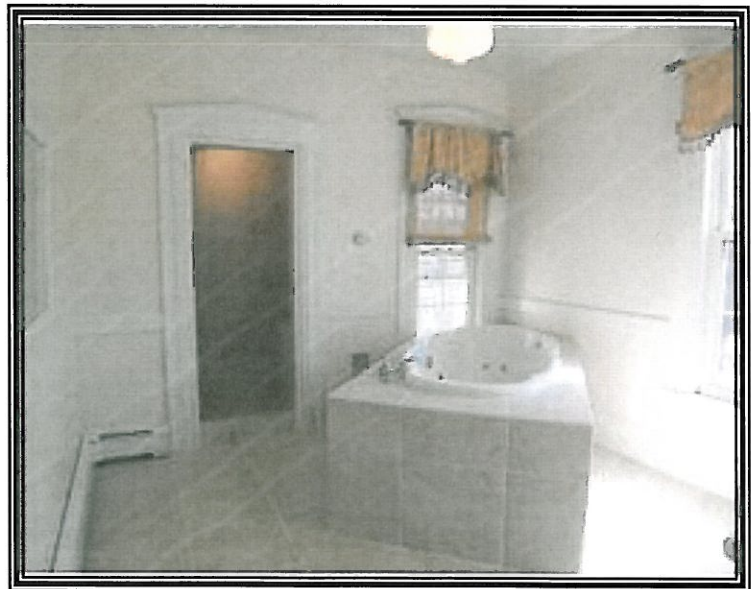
Buyer Benefits

Notice of Mortgagee Sale

Memorandum of Sale

Municipal Lien Certificate

Property Record Card



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

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, October 22nd at 10 AM. John McInnis Auctioneers has been hired by the The Provident Bank and their attorney Connolly & Connolly, Newburyport, Mass to offer this 3,700 +/- Victorian Period Single Family 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

*John P. McInnis
John McInnis Auctioneers*

BUYER BENEFITS

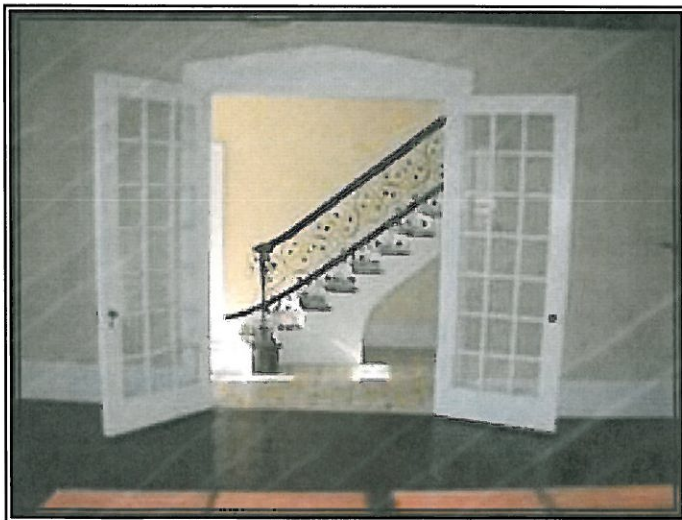
Built in 1850

3,700 +/- sq ft living space

Wonderful Architectural Mansard Room Design

Recent Renovations with European Ambience

9 Rooms - 4 Bedrooms



Two Fireplaces

FHW/Gas

Ideal Location for Home Office

Close to I 95

Minutes to Plum Island Beaches

Walking distance to beautiful downtown
Newburyport's shops and restaurants

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Benedicte deVleeschauwer ("Mortgagor") to The Provident Bank ("Mortgagee") dated November 7, 2003 and recorded at the Essex South District Registry of Deeds at Book 22040, Page 189, 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 22nd day of October 2009 at 114 High 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, said buildings being now numbered 114 High on said High Street, Newburyport, bounded as follows:

SOUTHWESTERLY	by High Street, sixty two feet;
NORTHWESTERLY	by land, sixty two feet, more or less;
NORTHEASTERLY	by land, fifty one feet, more or less, and
SOUTHEASTERLY	By State Street, sixty two feet, more or less.

Together with the benefit of and subject to the easement, exception or reservation relating to the pump and well referred to in deed of Robert B. Gilman to Samuel March, dated November 6, 1890, recorded with Essex So. Dist. Deeds, Book 1295, Page 446 insofar as the same is legally in force and applicable.

Being the same premises conveyed to the grantors by deed of Newburyport Post 150, American Legion Building Association dated October 22, 1979 and recorded with Essex South District Registry of Deeds Book: 6645, Page: 529.

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.

The Provident 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 22nd day of October 2009, by and among THE PROVIDENT BANK, a Massachusetts corporation, whose principal address is 5 Market Street, P.O. Box 37, Amesbury, Massachusetts 01913 (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 October 22, 2009 by the Auctioneer on behalf of the Mortgagee as foreclosing mortgagee, in exercise of the Power of Sale contained in a Mortgage from Defendant Benedicte deVleeschauwer dated November 7, 2003 and recorded at the Essex South District Registry of Deeds at Book 22040, Page 189, 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, said buildings being now numbered 114 High on said High Street, Newburyport, bounded as follows:

SOUTHWESTERLY by High Street, sixty two feet;

NORTHWESTERLY by land, sixty two feet, more or less;

NORTHEASTERLY by land, fifty one feet, more or less, and

SOUTHEASTERLY By State Street, sixty two feet, more or less.

Together with the benefit of and subject to the easement, exception or reservation relating to the pump and well referred to in deed of Robert B. Gilman to Samuel March, dated November 6, 1890, recorded with Essex So. Dist. Deeds, Book 1295, Page 446 insofar as the same is legally in force and applicable.

Being the same premises conveyed to the grantors by deed of Newburyport Post 150, American Legion Building Association dated October 22, 1979 and recorded with Essex South District Registry of Deeds Book: 6645, Page: 529.

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
The Provident Bank

BY: _____

John McInnis, AUCTIONEER

State Tax Form 290
Certificate: 1027
Issuance Date: 09/14/2009

MUNICIPAL LIEN CERTIFICATE
City of Newburyport
COMMONWEALTH OF MASSACHUSETTS

Requested by CONNOLLY . CONNOLLY

DESCRIPTION OF PROPERTY

Parcel ID: 013-026-000

114 HIGH ST

DEVLEESCHAUWER BENEDICTE
114 HIGH ST
NEWBURYPORT MA 01950

Land area : 3,660 SF
Land Value : 284,000
Impr Value : 519,900
Land Use : 0
Exemptions : 0
Taxable Value: 803,900

Deed date: 11/07/2003 Book/Page: 22040/0187
Class: 1010-RESIDNTL

FISCAL YEAR	2010	2009	2008
DESCRIPTION			
CPA SURCHARGE	\$76.94	\$153.87	\$145.61
REAL ESTATE TAX REVENUE	\$4,393.32	\$8,786.63	\$8,293.43
TOTAL BILLED:	\$4,470.26	\$8,940.50	\$8,439.04
Charges/Fees	\$0.00	\$5.00	\$0.00
Abatements/Exemptions	\$0.00	\$0.00	\$0.00
Payments/Credits	\$0.00	-\$4,219.53	-\$8,439.04
Interest to 09/14/2009	\$36.01	\$325.94	\$0.00
TOTAL BALANCE			
DUE TO 09/14/09:	\$2,271.14	\$5,051.91	\$0.00

NOTE: Actual 2010 taxes not yet issued.

TOTAL INTEREST PER DIEM: \$2.6680

OTHER UNPAID BALANCES:

2005 UTILITY BILLING	\$623.93
2006 UTILITY BILLING	\$1,241.02
2007 UTILITY BILLING	\$1,657.80
2008 UTILITY BILLING	\$1,795.79
2009 UTILITY BILLING	\$442.89

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

Cheryl Robertson

CHERYL ROBERTSON
TREASURER/COLLECTOR

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE



MBLU : 13/ 26/ / / /
Location: 114 HIGH ST
Owner Name: DEVLEESCHAUWER BENEDICTE
Account Number:

Parcel Value

Current Assessed Value	FY 2009 Assessed Value
803,900	803,900

Owner of Record

DEVLEESCHAUWER BENEDICTE
 114 HIGH ST
 NEWBURYPORT, MA 01950

Ownership History

Owner Name	Book/Page	Sale Date	Sale Price
DEVLEESCHAUWER BENEDICTE	22040/0187	11/7/2003	650,000
PASTERNAK JERRY J	06645/0529	10/24/1979	30,000

Land Use

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

Land Information

Size	Zone
3660 SF	R3

Construction Detail

Building # 1	MODEL Residential	Stories: 2.75
STYLE Antique	Roof Structure: Mansard	Roof Cover Slate
Exterior Wall 1 Clapboard	Interior Flr 1 Pine/Soft Wood	Heat Fuel Gas
Interior Wall 1 Plastered	AC Type: None	Total Bedrooms: 04
Heat Type: Forced Air-Duc	Total Half Baths: 0	Total Rooms: 9
Total Bthrms: 1		

Building Information

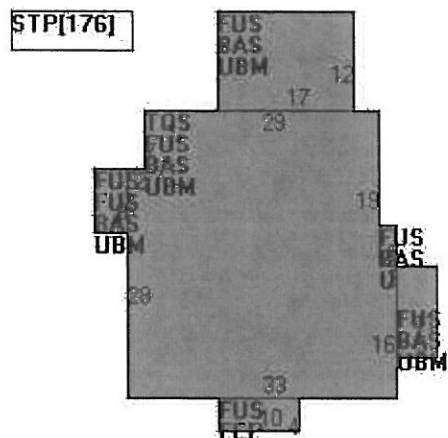
Living Area: 3,707 square feet	Year Built: 1850	Building Value: 519,900
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Extra Features

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	1404	1404
FEP	Porch, Enclosed	40	0
FUS	Upper Story, Finished	1476	1476
STP	Stoop	176	0
TQS	Three Quarter Story	1103	827
UBM	Basement, Unfinished	1404	0