

# Mortgagee Sale of Real Estate

# AUCTION

THURSDAY, APRIL 14TH @ 2 PM

8 NANCY ST - PLUM ISLAND NEWBURYPORT, MA

1,152 +/- SQ FT LIVING SPACE

*RECENTLY RENOVATED WATERFRONT YEAR ROUND HOME*

## PROPERTY INFORMATION PACKET



John McInnis Auctioneers has been hired by the Newburyport Five Cents Savings Bank to offer this recently renovated waterfront year round home at public foreclosure auction.

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

OPEN HOUSES: Sun April 3rd and Sat April 19th 12-2 pm

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

**JOHN MCINNIS**  
**AUCTIONEERS**



[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*

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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 Mortgagee's Sale of Real Estate Auction to be held on Thursday, April 14th at 2:00 p.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 recently renovated Year round home at public foreclosure auction.*

*To be eligible to bid, at the time of registration you must present a \$20,000.00 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

Quiet Dead End Street  
Footsteps to Beach  
Move In Condition  
Spectacular Waterfront Location  
1,152 +/- sq ft of living space  
Fireplace  
Fully Screened Lower Deck  
Rooftop Deck  
Granite Counter Tops  
Marble Bathrooms  
Hardwood Floors  
5 Rooms - 3 Bedrooms - 2 Full Baths - Built in 1945



*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**



# 8 NANCY ST



**MBLU :** 75/ 190/ //

**Location:** 8 NANCY ST

**Owner Name:** HALCYON PROPERTIES LLC

**Account Number:**

[Click to enlarge](#)

## SEARCH FOR SIMILAR SALE PROPERTIES



### Parcel Value

**Assessed Value**  
611,200



### Owner of Record

HALCYON PROPERTIES LLC  
11 BARKER ST  
NEWBURYPORT, MA 01950



### Ownership History

Owner Name	Book/Page	Sale Date	Sale Price
HALCYON PROPERTIES LLC	27733/0210	4/29/2008	360,000
LASALLE BANK NATIONAL ASSOCIATION TRS	27724/0032	4/25/2008	540,000
REDDY PATRICK	25779/0586	6/15/2006	528,000
POST F LAWRENCE JR	06648/0756	11/1/1979	0



### Land Use [\(click here for a list of codes and descriptions\)](#)

Land Use Code	Land Use Description
1013	SFR WATER MDL-01



### Land Information

Size	Zone
4959 SF	R3



### Construction Detail

Item	Value
STYLE	Conventional
MODEL	Residential



<b>Stories:</b>	2 Stories
<b>Exterior Wall 1</b>	Wood Shingle
<b>Roof Structure:</b>	Gable/Hip
<b>Roof Cover</b>	Asph/F GlS/Cmp
<b>Interior Wall 1</b>	Drywall/Sheet
<b>Interior Flr 1</b>	Pine/Soft Wood
<b>Heat Fuel</b>	Gas
<b>Heat Type:</b>	Hot Air-no Duc
<b>AC Type:</b>	None
<b>Total Bedrooms:</b>	03
<b>Total Bthrms:</b>	2
<b>Total Half Baths:</b>	0
<b>Total Rooms:</b>	4



### Building Information

Item	Value
Living Area	1,152 square feet
Year Built	1945



### Outbuildings (click here for a list of codes and descriptions)

Code	Description	Units
No Outbuildings		



### Extra Features (click here for a list of codes and descriptions)

Code	Description	Units
No Extra Building Features		



### Building Sketch (click here for a list of codes and descriptions)



**Subarea Summary** ([click here for a list of codes and descriptions](#))

Code	Description	Gross Area	Living Area
BAS	First Floor	576	576
FSP	Porch, Screened	210	0
FUS	Upper Story, Finished	576	576
PDA	Pull Down Attic	576	0
WDK	Deck, Wood	250	0
	<b>Total</b>	<b>2188</b>	<b>1152</b>

Online Database for Newburyport, MA Powered by **Vision Appraisal Technology**

## MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Halcyon Properties, LLC ("Mortgagor") to Newburyport Five Cents Savings Bank ("Mortgagee") dated April 29, 2008 and recorded with Essex South District Registry of Deeds at Book 27733, Page 213, 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 14<sup>th</sup> day of April, 2011 at 8 Nancy Street, Newburyport, Essex County, Massachusetts 01950, all and singular the premises described in said mortgage, and being further described as follows:

the land in Newburyport, Essex County, Massachusetts, with the building thereon, more particularly described as:

A certain parcel of land with the buildings thereon situate on Nancy Street in said Newburyport, and being shown as Lot 177A on Assessor's Map 75, formerly shown as Block H on Assessor's Map 76, and bounded: Easterly by the Basin; Northerly by a passageway known as Nancy Street; Westerly by Lot 177; and Southerly by Lot 176A.

Subject to an easement granted to the City of Newburyport by Douglas A. Day dated September 25, 1931 and recorded with Essex South District Registry of Deeds at Book 2902, Page 294.

Subject to the rights granted to the Haverhill Electric Company by the Micawber Company by instrument dated May 23, 1934 and recorded with said Registry of Deeds at Book 3001, Page 93.

Meaning and intending to convey the property currently known as 8 Nancy Street, Newburyport, Massachusetts.

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 [or subsequent high bidders] provided that the second highest bidder [or subsequent high bidders] 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 [or subsequent high bidders] within twenty (20) days of said written notice.

**TERMS OF THE SALE:** A deposit of \$20,000.00 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 \$20,000.00 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 \_\_\_\_\_ day of April, 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 April 14, 2011, by the Auctioneer on behalf of the Mortgagee as foreclosing mortgagee, in exercise of the Power of Sale contained in a Mortgage from Halcyon Properties, LLC dated April 29, 2008 and recorded with Essex South District Registry of Deeds at Book 27733, Page 213, 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 Newburyport, Essex County, Massachusetts, with the building thereon, more particularly described as:

A certain parcel of land with the buildings thereon situate on Nancy Street in said Newburyport, and being shown as Lot 177A on Assessor's Map 75, formerly shown as Block H on Assessor's Map 76, and bounded: Easterly by the Basin; Northerly by a passageway known as Nancy Street; Westerly by Lot 177; and Southerly by Lot 176A.

Subject to an easement granted to the City of Newburyport by Douglas A. Day dated September 25, 1931 and recorded with Essex South District Registry of Deeds at Book 2902, Page 294.

Subject to the rights granted to the Haverhill Electric Company by the Micawber Company by instrument dated May 23, 1934 and recorded with said Registry of Deeds at Book 3001, Page 93.

Meaning and intending to convey the property currently known as 8 Nancy Street, Newburyport, Massachusetts.

### **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 Twenty Thousand and 00/100 (\$20,000.00) 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: 2371  
Issuance Date: 03/15/2011

MUNICIPAL LIEN CERTIFICATE  
City of Newburyport  
COMMONWEALTH OF MASSACHUSETTS

Requested by CONNOLLY AND CONNOLLY

DESCRIPTION OF PROPERTY

Parcel ID: 075-190-000

8 NANCY ST

HALCYON PROPERTIES LLC  
11 BARKER ST  
NEWBURYPORT MA 01950

Land area :  
Land Value :  
Impr Value :  
Land Use :  
Exemptions :  
Taxable Value:

Deed date: 04/29/2008 Book/Page: 27733/0210  
Class: 1013-RES LAND

FISCAL YEAR	2011	2010
DESCRIPTION		
CPA SURCHARGE	\$123.40	\$ .00
REAL ESTATE TAX REVENUE	\$7,377.18	\$ .00
TOTAL BILLED:	\$7,500.58	\$ .00
Charges/Fees	\$ .00	\$ .00
Abatements/Exemptions	\$ .00	\$ .00
Payments/Credits	\$ .00	\$ .00
Interest to 03/15/2011	\$278.17	\$ .00
TOTAL BALANCE DUE:	\$7,778.75	\$ .00
TOTAL INTEREST PER DIEM:	\$9.5129	
OTHER UNPAID BALANCES:		
Tax Title 2009-2010	\$18,018.44	

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 LANG  
TREASURER/COLI