

# REAL ESTATE AUCTION

## TO SETTLE AN ESTATE

**THURSDAY, SEPTEMBER 30 at 3 pm**  
**82 PINE STREET - ANDOVER, MA**

*To be sold to the highest bidder per Confirmation of the Personal Representative*



### PROPERTY INFORMATION PACKET

**Single Family Ranch, Situated on .221 +/- acres, Five Room,  
2 Bedrooms with 1,776 +/- sq. ft. of Living Space**

**PREVIEWS: Wed, Sept 22nd and Mon Sept 27 , 4-6 pm Auction Day, 12-2, or by Appointment**

**BROKER PARTICIPATION INVITED**

**For more info: [mcinnisauctions.com](http://mcinnisauctions.com) 800-822-1417**

978-388-0400  
76 Main Street  
Amesbury, MA 01913

[mcinnisauctions@yahoo.com](mailto:mcinnisauctions@yahoo.com)  
MA LIC # 770

**John McInnis LLC**  
AUCTIONEERS • APPRAISERS

# Table of Contents

**DISCLAIMER**

**TRANSMITTAL LETTER**

**ADVERTISING PAGE**

**TERMS and CONDITIONS**

**PURCHASE and SALE AGREEMENT**

**PARCEL SUMMARY CARD**

**PLOT PLAN**

**TAX BILL**

**WATER BILL**

**SELLER'S DISCLOSURE**

**LEAD PAINT CERTIFICATION**

**BROKER PARTICIPATION INFORMATION**

**REAL ESTATE ABSENTEE BID FORM**



## **A U C T I O N E E R S   D I S C L A I M E R**

**IMPORTANT INFORMATION FOR PROSPECTIVE BIDDERS  
THE INFORMATION SET FORTH IN THIS PACKET IS BELIEVED  
TO BE CORRECT. HOWEVER, THE SELLER 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 SELLER IN THE MARKETING,  
NEGOTIATIONS AND SALE OF THIS PROPERTY.  
THE PURCHASER(S) AGREE THAT THE SELLER AND  
AUCTIONEER MAKE NO WARRANTIES OF ANY KIND.**



# JOHN MCINNIS AUCTIONEERS LLC

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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 On Site Real Estate Auction.

The auction will be held on **THURSDAY, SEPTEMBER 30th at 3 pm.** John McInnis Auctioneers is proud to offer this Single Family Ranch home ready for your finishing touches!

The attorney for the Estate, Marshall L. Field, Lowell, Mass has chosen auction, the accelerated method of marketing to sell this home because of their faith in the quick and simple process of selling real estate at auction

As you know the property is being sold "as is, where is, with all faults". Open houses have been scheduled and we invite you to attend to view this spacious home and surrounding grounds.

The property is being sold subject to confirmation of the Personal Representative. Remember, this is not a foreclosure sale. When you purchase this home you receive clear marketable title.

Please remember to have the **\$10,000.00 certified deposit check** and bring it with you to the auction. You must show the check at registration in order to receive a Bidder Number. You must have a Bidder Number in order to bid at this open, outcry auction. If you are the high bidder an additional deposit to equal Five Percent (5%) of the hammer price will be required upon the signing of the Purchase and Sale Agreement by personal check. The sale is not contingent upon your ability to acquire mortgage financing. We encourage you to pre-qualify yourself with a lender before the auction. This will help you to bid with confidence. Enclosed is a Sample Purchase and Sale Agreement for you and your attorney to review. There can be no changes made to the Agreement.

This information packet has been assembled for your convenience. Our experienced staff is readily available to assist you with any questions you may have regarding the property or the auction process. We welcome your calls. We look forward to seeing you at the auction and good luck with your bids!!

Sincerely,

*John*

John P. McInnis



REAL ESTATE  
**AUCTION**  
*To Settle an Estate*

**THURSDAY, SEPTEMBER 30, at 3 p.m.**  
**82 PINE STREET - ANDOVER, MA**



Single Family 5 room, 2 bedroom Home on a beautiful corner lot  
replace with 1,776 sq ft of living space situated on .221 +/- acres of land

**TO BE SOLD TO THE HIGHEST BIDDER**

**John McInnis LLC**  
AUCTIONEERS • APPRAISERS

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

BROKER PARTICIPATION INVITED

Mass #770 - 800-822-1417 Subject to Confirmation

## TERMS OF SALE:

*A deposit of Ten Thousand Dollars (\$10,000.00)*

*must be presented in cash or bank check.*

*Balance of the deposit to equal 5% of the high bid is due upon the signing of the Purchase and Sale Agreement by personal check.*

*Balance in 45 days.*

**A.** Make the certified deposit check payable to yourself. If you are the successful bidder, you will endorse the check to John McInnis Auctioneers, Escrow Agent.

**B.** Closing will take place on or before **45 days** from the auction unless otherwise agreed upon by Seller, in writing.

**C.** The property is being sold **“as is, where is, with all faults”**. We encourage you to attend the preview showing and thoroughly inspect the property. You must to rely on your own inspection and judgment when bidding on this property.

**D.** Auction is subject to confirmation of the high bid by The Personal Representative.

**E.** The property is **NOT** being sold with a financing contingency, so we recommend that you pre-qualify yourself with your lending institution before bidding at the auction sale. This will allow you to bid with confidence!

**F.** Items left on the premises are considered abandoned by the owner and will be the responsibility of the buyer on auction day.



## TERMS & CONDITIONS OF SALE

1. Auctioneer is John McInnis Auctioneers, 76 Main Street, Amesbury, Massachusetts.  
**Massachusetts Auctioneer's License #770.**
2. The Seller is Nancy J. Pike, Personal Representative to the Estate of Julie E. Pike herein, "Seller".
3. This sale is of certain real property; a single family home located at:  
**82 PINE STREET • ANDOVER, MA**  
  
The property will be sold **"AS IS, WHERE IS, WITH ALL FAULTS"**.
4. A description of said Property to be sold is contained herein. Said real estate is described in a deed recorded in the **ESSEX NORTH** Registry of Deeds, Book **3155**Page **131**.
5. The sale may be adjourned from time to time as the Auctioneer may determine.
6. **TERMS OF SALE:** An initial deposit of **TEN Thousand Dollars (\$10,000.00)** in cash, certified or bank check, made out to yourself will be required at the time and place of the auction to register to bid on the property. Balance of the deposit to equal 5% of the high bid due at the signing of the purchase and sale agreement by personal check. Balance on or before **45 days**. No bid will be considered unless said bidder has first registered with the Auctioneer and deposited with him the required earnest money deposit. Bids will be made orally. The auctioneer reserves the right to control the increments of the bids. Any bid not in compliance with the terms of sale may be rejected.
7. Auction will be conducted as a public auction and is **subject to confirmation by the Personal Representative**. The highest bidder will be the Buyer of the property, once the **Personal Representative** has confirmed the high bid. At the completion of the sale, the highest bidder will sign a Purchase and Sale Agreement in the form of the specimen attached hereto, the terms of which are incorporated herein.
8. The balance of the purchase price payable by the successful bidder shall be made in cash, certified check, cashier's or bank check. Closing is to be held no more than **forty five (45) days** following the date of the Purchase and Sale Agreement.
9. Seller will convey good and marketable title to said property, free and clear of all encumbrances, except building and/or zoning restrictions of record, restrictive covenants of record, usual public utilities associated with servicing of property and easements/right-of-way which exist on the face of the earth.
10. Buyer may examine title for 10 days after the day the bid is accepted and shall within that time notify seller in writing of any defects in title that may render the title unmarketable in accordance with the standards adopted by the **Massachusetts** State Bar Association. Sellers shall have 30 days to cure any defects of title so brought to its attention that may render the title unmarketable. Buyer shall have the right to rescind and be refunded his deposit where defects of title that render the title unmarketable are not cured by sellers with the above-stated number of days.
11. In the event that the highest bidder fails to comply with any of the terms and conditions of sale, said bidder's deposit will be retained by the Seller, unless the Auctioneer, in its sole discretion, reopens the bidding, and the new highest bidder immediately executes a Purchase and Sale Agreement. Upon close of bidding and compliance with the terms of sale, the Auctioneer shall declare that the terms of the sale have been complied with and that the public sale is closed. If the Buyer fails to perform at closing, the Sellers will retain the Buyer's deposit. A bidder or buyer whose deposit is retained under this paragraph shall be responsible for any and all consequential damages and additional costs, deficiencies, expenses

12. The Buyer's commitment under the Purchase and Sale Agreement will **NOT** be contingent upon securing financing or upon any other conditions; the Buyer's deposit will not be refunded due to any inability to obtain financing or any other failure by the Buyer to perform.
13. The property is sold "**AS IS, WHERE IS, WITH ALL FAULTS**", and with all existing defects and without any warranties of any kind even as to fitness for a particular purpose, habitability or merchantability. Bidders are invited to inspect the premises and public records prior to making a bid. No warranties, guarantees or representations of any kind are made; and all warranties are disclaimed with respect to any improvements located underground, the location and/or boundaries of the premises or improvements thereon, environmental compliance, or its compliance with any applicable zoning or land use regulations, laws or ordinances. BUYER agrees that SELLERS are not giving any express warranty, has no successor liability and is not obligated to give any implied warranties. The Buyer will assume responsibility and expense for any title search, title examination or title insurance, as set forth in said Purchase and Sale Agreement.
14. In the event of a substantial loss or damage to the property occurring after the execution of the Purchase and Sale Agreement and prior to closing, the Buyer shall have the election either to terminate said Purchase and Sale Agreement and receive a refund of the earnest money deposit or to complete the purchase and receive any insurance proceeds or eminent domain award received by Sellers on account of the damage or loss.
15. In the case of disputed bidding, the Auctioneer shall be the sole and absolute judge of such dispute.
16. The Auctioneer acts only as agent for the Seller(s).
17. In the event of any conflict between these Terms and Conditions of Sale and the Purchase and Sale Agreement, the Purchase and Sale Agreement shall control.
18. Other terms or conditions may be announced at the sale.
19. Items left on the premises are considered abandoned by the owner and will be the responsibility of the buyer on auction day.

**THE BUYER WILL ASSUME RISK OF ANY DEFECTS, AND EACH BIDDER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE AMOUNT BID REFLECTS THE "AS IS, WHERE IS" CONDITION OF UNDISCLOSED DEFECTS.**

**EACH BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT SUCH BIDDER IN NO WAY RELIES UPON REPRESENTATION MADE BY SELLERS OR HIS AGENTS.**



**REAL ESTATE AUCTION PURCHASE AND SALE AGREEMENT**

The undersigned purchaser, as the successful bidder at a certain auction of the real property described below, herein agrees to purchase said real estate in accordance with the following terms and conditions.

**1. SELLER(S):**

Nancy Pike  
Personal Representative to the Estate of Julie E. Pike  
82 Pine Street  
Andover, MA 01810

**BUYER(S):**

\_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Tel. No: 978-454-5491  
Attorney Marshall Field

Tel. No. \_\_\_\_\_

**2. PROPERTY:** .221 +/- acres

**DEED REFERENCE:** Book 3155 Page 131

**3. BID PRICE (HAMMER PRICE)**

\$ \_\_\_\_\_

**DEPOSIT** required at the time of registration on auction day to be held by John McInnis Auctioneers, receipt of which is acknowledged and is NON-REFUNDABLE, except as provided below.

**\$10,000.00**

**SUB TOTAL**

\$ \_\_\_\_\_

Balance of the deposit to equal 5% of the high bid due in at signing of Purchase and Sale by personal check.

\$ \_\_\_\_\_

**Balance Due at Transfer of Title:**

\$ \_\_\_\_\_

4. Transfer of Title: In accordance with the terms of the auction sale, title shall be transferred and the balance of the purchase price paid on or before **November 15, 2021**, at a time and place to be agreed upon. If no time and place is agreed upon, title shall be transferred at the **South Essex Registry** of Deeds on or before **November 15, 2021**.

5. Title shall be transferred by a **Quitclaim Deed** to the premises, which shall be provided at Seller's expense.

6. Buyer may examine title for 10 days after the day the bid is accepted and shall within that time notify seller in writing of any defects in title that may render the title unmarketable in accordance with the standards adopted by the **Massachusetts State Bar Association**. Sellers shall have 30 days to cure any defects of title so brought to its attention that may render the title unmarketable. Buyer shall have the right to rescind and be refunded his deposit where defects of title that render the title unmarketable are not cured by sellers with the above-stated number of days.

7. Seller shall keep the premises insured during the term of this Agreement. In the event of damage by fire, or casualty, the Seller shall either restore the premises to their former condition or the Buyer, at his election, may cancel this Agreement, in which case this Agreement shall be void, or accept the premises in its then condition together with proceeds of said insurance which Seller agrees to assign to Buyer if Buyer so elects.

8. Real estate taxes and all charges against the property shall be apportioned as of the date of transfer of title.

9. If Buyer desires an examination of title, he shall pay the cost thereof. Buyer may examine title for 10 days after the date the bid is accepted and shall within that time notify seller in writing of any defects in title that may render the title unmarketable in accordance with the standards adopted by the **Massachusetts State Bar Association**. Sellers shall have 30 days to cure any defects of title so brought to its attention that may render the title unmarketable. Buyer shall have the right to rescind and be refunded his deposit where defects of title that render the title unmarketable are not cured by sellers with the above-stated number of days.

10. This instrument is to be construed as a Massachusetts Contract and is to take effect as a sealed instrument; set forth the entire contract between the parties; is binding upon and inures 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 written instrument executed by both the Seller and the Buyer. If two or more persons are named herein as Buyers and Sellers, their obligation there under shall be joint and several.

11. **TIME IS OF THE ESSENCE** as to all dates referenced in this contract. Where necessary to effectuate the intent of the parties, the Agreement herein shall survive the closing.

12. **Risk of Defects.** The Buyer shall assume risk for any defects. Each bidder for said Property expressly acknowledges and agrees that the amount bid reflects the “**AS IS, WHERE IS, WITH ALL FAULTS**” condition and subject to all laws and ordinances with all faults of said Property and the assumption of all risks relating to undisclosed defects. Each bidder further acknowledges and agrees that such bidder in no way relies on representation made by Sellers or Auctioneer.

13. In the event that the highest bidder fails to comply with any of the terms and conditions of sale, said bidder’s deposit will be retained by the Seller, unless the Auctioneer, in its sole discretion, reopens the bidding, and the new highest bidder immediately executes a Purchase and Sale Agreement. Upon close of bidding and compliance with the terms of sale, the Auctioneer shall declare that the terms of the sale have been complied with and that the public sale is closed. If the Buyer fails to perform at closing, the Sellers will retain the Buyer’s deposit. A bidder or buyer whose deposit is retained under this paragraph shall be responsible for any and all consequential damages and additional costs, deficiencies, expenses and losses suffered as a result of his failure to perform, including without limitation, any attorney’s fees.

14. Any and all representations, statements and agreements heretofore made between the parties hereto are merged in this Agreement, which alone fully and completely expresses their obligations and this Agreement is entered into by each party after opportunity for investigation, neither party relying on any statements or representations not embodied in this Agreement, made by the other or on his behalf. The Buyer fully acknowledges that he or she has examined the real estate to be sold and is purchasing at public Auction and accepts the property as is as shown.

15. The Sellers and Buyers agree that the Auctioneer is exclusively responsible for conducting and orchestrating this real estate auction in that no commission is due to any other broker or agent except as follows:

16. Buyer acknowledges that in the event he or she is represented by a Broker, a 1% co-operating broker fee is entitled to that Broker, according to the terms on the Broker Participation Form and the Broker should have pre-registered a Buyer forty-eight (48) hours prior to the auction.

17. **Lead Paint Law** - The Buyer acknowledges that whenever a child or children under six (6) years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six (6) years of age. Buyer further acknowledges that he has been notified of said lead paint law by Seller and Auctioneer.

18. Items left on the premises are considered abandoned by the owner and will be the responsibility of the buyer on auction day.

September 30, 2021  
\_\_\_\_\_  
Buyer Date SS#:

September 30, 2021  
\_\_\_\_\_  
Buyer Date SS#:

The Seller accepts the offer and agrees to deliver the above described property at the price and upon the terms and conditions set forth.

September 30, 2021  
\_\_\_\_\_  
Seller Date SS#:

September 30, 2021  
\_\_\_\_\_  
Seller Date SS#:

September 30, 2021  
\_\_\_\_\_  
Auctioneer Date

# Unofficial Property Record Card - Andover, MA

## General Property Data

Parcel ID **21 0 170**  
Prior Parcel ID **0211700 -2**  
Property Owner **PIKE JULIE E**

Mailing Address **82 PINE ST**

City **ANDOVER**  
Mailing State **MA** Zip **01810**  
ParcelZoning **SRA**

Account Number

Property Location **82 PINE ST**  
Property Use **ONE FAMILY**  
Most Recent Sale Date **8/31/1990**  
Legal Reference **3155-131**  
Grantor **HELEN M PIKE LE**  
Sale Price **0**  
Land Area **0.221 acres**

## Current Property Assessment

Card 1 Value Building Value **171,700**

Xtra Features Value **0**

Land Value **341,200**

Total Value **512,900**

## Building Description

Building Style **RANCH**  
# of Living Units **1**  
Year Built **1954**  
Building Grade **AVERAGE**  
Building Condition **Avg-Good**  
Finished Area (SF) **1776**  
Number Rooms **5**  
# of 3/4 Baths **0**

Foundation Type **CONCRETE**  
Frame Type **WOOD**  
Roof Structure **GABLE**  
Roof Cover **ASPHALT**  
Siding **VINYL**  
Interior Walls **DRYWALL**  
# of Bedrooms **2**  
# of 1/2 Baths **0**

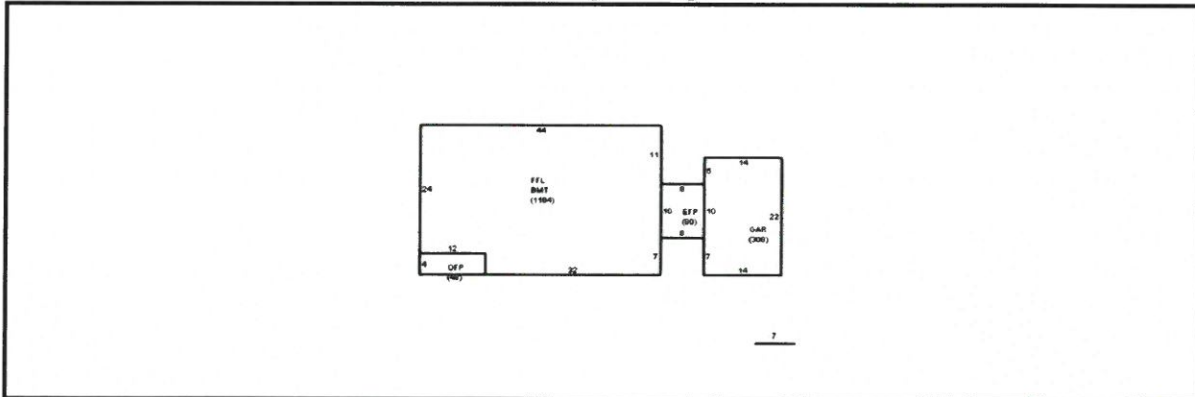
Flooring Type **HARDWOOD**  
Basement Floor **N/A**  
Heating Type **FORCED H/A**  
Heating Fuel **OIL**  
Air Conditioning **100%**  
# of Bsmt Garages **0**  
# of Full Baths **1**  
# of Other Fixtures **0**

## Legal Description

## Narrative Description of Property

This property contains 0.221 acres of land mainly classified as ONE FAMILY with a(n) RANCH style building, built about 1954 , having VINYL exterior and ASPHALT roof cover, with 1 unit(s), 5 room(s), 2 bedroom(s), 1 bath(s), 0 half bath(s).

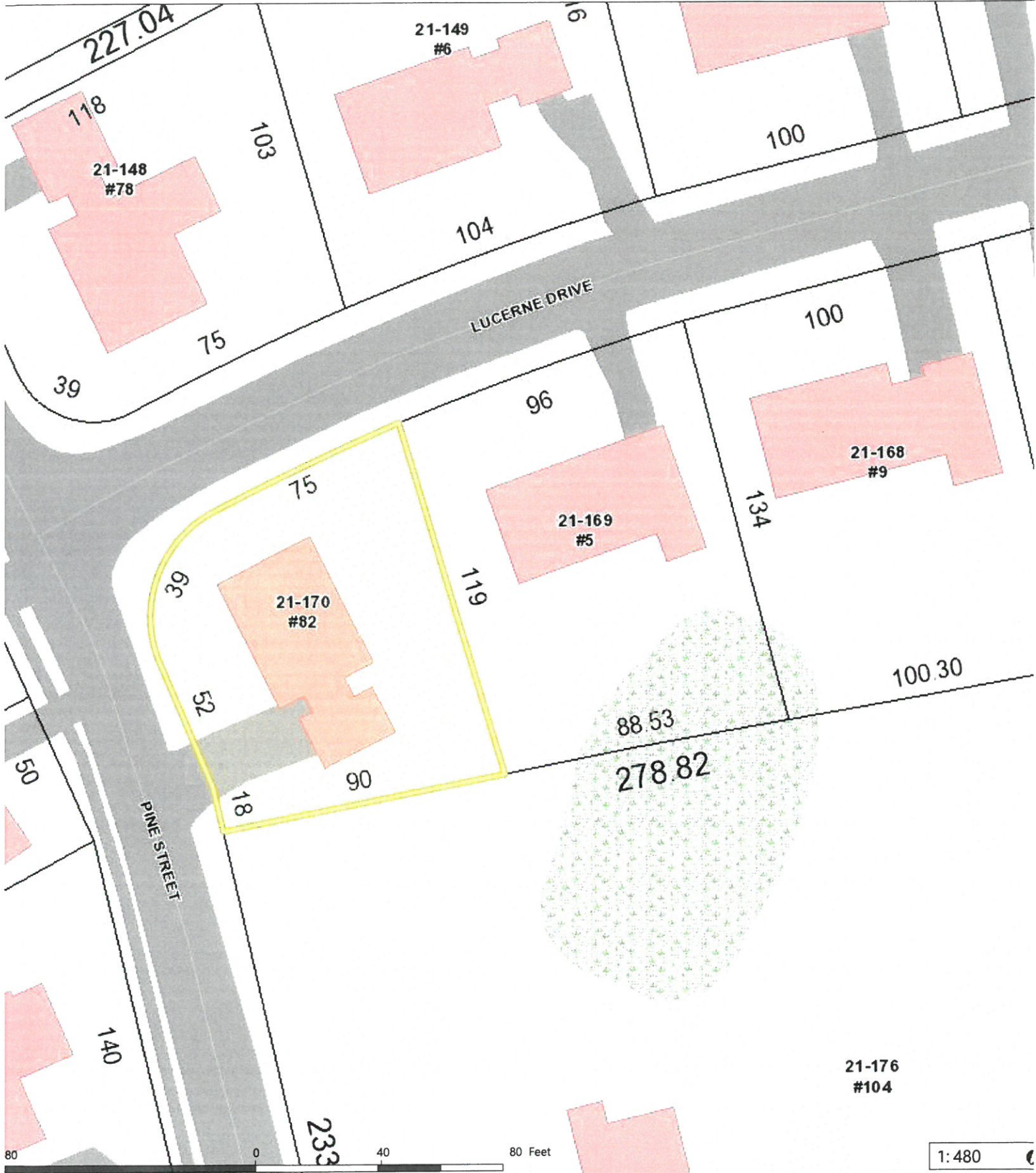
## Property Images



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

# Town of Andover

09/15/202



Data Sources: Produced by Merrimack Valley Planning Commission (MVPC) using data provided by the Town of Andover & MassIT/MassGIS.  
 MVPC AND THE TOWN OF ANDOVER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE ACCURACY, COMPLETENESS, RELIABILITY, OR SUITABILITY OF THESE DATA. THE TOWN OF ANDOVER AND MVPC DOES NOT ASSUME ANY LIABILITY ASSOCIATED WITH THE USE OR MISUSE OF THIS INFORMATION.



- |                    |            |                   |                  |              |                      |
|--------------------|------------|-------------------|------------------|--------------|----------------------|
| Municipal Boundary | Parcels    | Easement          | Condo Building   | Structures   | Building: <Null>     |
| Fuel Tank          | Water Tank | Pool              | Basketball Court | Tennis Court | Bridge               |
| Roads              | Rail Line  | Road Right of Way | Paved            | Unpaved      | Hydrographic Feature |
| Streams            | Wetlands   |                   |                  |              |                      |

1: 480

09/15/2021 11:55  
lisa.ring

ANDOVER LIVE  
Real Estate Tax Statement

P 1  
txtaxstm

PARCEL: 021-1700-00000

LOCATION: 82 PINE ST

OWNER:

PIKE JULIE E  
C/O MARSHALL FIELD ESQ  
9 CENTRAL ST STE 300  
LOWELL MA 01852

STATUS:

SQUARE FEET 9,635  
LAND VALUATION 341,200  
BUILDING VALUATION 171,700  
EXEMPTIONS 0

TAXABLE VALUATION 512,900  
INTEREST PER DIEM .01

LEGAL DESCRIPTION:

DEED DATE: 08/31/1990 BOOK/PAGE: 3155/131

INTEREST DATE: 09/15/2021

YEAR	TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
INST	CHARGE					
2022	RE-R	9105				
1	RES RE TAX		1,960.56	15.79	.14	15.93
2	RES RE TAX		1,960.56	1,960.56	.00	1,960.56
			3,921.12	1,976.35	.14	1,976.49
2021	RE-R	9068				
1	RES RE TAX		1,879.63	.00	.00	PAID
2	RES RE TAX		1,879.63	.00	.00	PAID
3	RES RE TAX		2,041.49	.00	.00	PAID
4	RES RE TAX		2,041.49	.00	.00	PAID
			7,842.24	.00	.00	.00
2020	RE-R	9053				
1	RES RE TAX		1,750.71	.00	.00	PAID
2	RES RE TAX		1,750.70	.00	.00	PAID
3	RES RE TAX		2,008.55	.00	.00	PAID
4	RES RE TAX		2,008.55	.00	.00	PAID
	RE DEMAND		15.00	.00	.00	PAID
			2,023.55	.00	.00	.00
			7,533.51	.00	.00	.00
2019	RE-R	8980				
1	RES RE TAX		1,677.00	.00	.00	PAID
2	RES RE TAX		1,677.00	.00	.00	PAID
3	RES RE TAX		1,824.41	.00	.00	PAID
4	RES RE TAX		1,824.41	.00	.00	PAID
			7,002.82	.00	.00	.00

TOWN OF ANDOVER  
 OFFICE OF THE TAX COLLECTOR  
 P.O. BOX 99  
 ANDOVER, MA 01810



**TOWN OF ANDOVER**  
**WATER DEPARTMENT**

**Make checks payable to: Town of Andover**

Mail payment to: Town of Andover  
 Collector/Treasurer  
 P.O. Box 99  
 Andover, MA 01810

ESTATE OF JULIE E. PIKE  
 MARSHALL FIELD,  
 9 CENTRAL STREET STE 300  
 LOWELL, MA 01852-

Office Hours: Monday - Friday, 8:30 a.m. - 4:30 p.m.

Telephone: (978) 623-8906

**THIS BILL IS DUE 30 DAYS FROM BILL DATE**

Bills unpaid subject to a \$15.00 Demand

**SERVICE LOCATION:** 82 PINE ST

**CUSTOMER COPY**

SERVICE ID#	ACCOUNT#		READING DATE	BILLING DATE	DUE DATE	
1-10269	00294		06/28/2021	07/23/2021	08/22/2021	
SERVICE	PREVIOUS READING	CURRENT READING	USAGE IN CUBIC FEET	AMOUNT PAST DUE	AMOUNT CURRENT DUE	TOTAL AMOUNT DUE
WATER	29085	29330	245	-8.65	8.65	0.00
SEWER				-9.97	9.97	0.00
FIRE SERVICE				0.00	0.00	0.00
MISC. FEES				0.00	0.00	0.00
DEMAND FEES					0.00	0.00
INTEREST					0.00	0.00
<b>PAY THIS AMOUNT:</b>					<b>\$</b>	<b>0.00</b>

Please see reverse side for rate information, consumption history, and important information regarding your bill.

**Please return the lower portion with your payment.**

009002940410101000000000000000000000

**TOWN OF ANDOVER**  
**WATER DEPARTMENT**

**REMIT COPY**

SERVICE ID#	ACCOUNT#	BILLING DATE	DUE DATE	
1-10269	00294	07/23/2021	08/22/2021	
SERVICE	AMOUNT PAST DUE	AMOUNT CURRENT DUE	TOTAL AMOUNT DUE	
WATER	-8.65	8.65	0.00	
SEWER	-9.97	9.97	0.00	
FIRE SERVICE	0.00	0.00	0.00	
MISC. FEES	0.00	0.00	0.00	
DEMAND FEES		0.00	0.00	
INTEREST		0.00	0.00	

**SERVICE LOCATION:** 82 PINE ST

ESTATE OF JULIE E. PIKE  
 MARSHALL FIELD,  
 9 CENTRAL STREET STE 300  
 LOWELL, MA 01852-

**PAY THIS AMOUNT: \$ 0.00**

**AMOUNT ENCLOSED: \$ \_\_\_\_\_**

009002940410101000000000000000000000

### Rates

WATER			SEWER		
Water Rate: W1			Sewer Rate: S1		
Tier	Usage	\$ / 100 cu. ft.	Tier	Usage	\$ / 100 cu. ft.
1	0.00 to 12.00	3.53	1	0.00 to 12.00	4.07
2	12.01 to 36.00	3.88	2	12.01 to 36.00	4.48
3	> 36.01	4.24	3	> 36.01	4.89
<b>FIRE SERVICE LINES</b>					
2" or less \$174/per year			8" \$1,737/per year		
3" \$326/per year			10" \$2,496/per year		
4" \$543/per year			12" \$4,667/per year		
6" \$1,085/per year					

### Your Consumption History

DATE	WATER/SEWER cu. ft.
04/16/2021	315
01/20/2021	325
10/20/2020	980
07/24/2020	2,660
04/10/2020	2,520
01/17/2020	2,405
10/21/2019	2,430
07/22/2019	400
04/12/2019	370
01/18/2019	355
10/19/2018	380
07/20/2018	435

Water is our most vital resource. Efficient use of water in your home and garden will save you money, reduce energy costs, and help the environment. Free indoor and outdoor water conservation kits are available at the Water Treatment Plant, located at 397 Lowell St., Andover. The kits include U.S. EPA certified WaterSense products.

To view Andover Water Division's Annual Water Quality Report, please visit <https://andoverma.gov/waterquality>. This report contains important information about the source and quality of your drinking water. If you would like a paper copy delivered to your home, please call (978) 623-8700.



**SELLER'S DISCLOSURE**

Property: 82 Pine St., Andover, MA 01810

John McInnis Auctioneers has gathered as much information as possible from the Owner. As agents for the owner's, we have made every effort to provide information gathered to potential buyers.

WATER SUPPLY: PUBLIC <input checked="" type="checkbox"/> PRIVATE <input type="checkbox"/>	Town/City: <u>Andover</u>
Type of System:	Not Known <u>NA</u>
Malfunctions:	Not Known <u>NA</u>
Date of Installation:	Not Known <u>NA</u>
Date of Most Recent Water Test:	Not Known <input checked="" type="checkbox"/>
<b>INSULATION DISCLOSURE:</b>	
Attic:	Not Known <input checked="" type="checkbox"/>
Exterior Walls:	Not Known <input checked="" type="checkbox"/>
<b>SEPTIC SYSTEM DISCLOSURE:</b>	
Size: N/A:	Not Known <input type="checkbox"/>
Location: N/A:	Not Known <input type="checkbox"/>
Malfunctions: N/A:	Not Known <input type="checkbox"/>
<b>SEWERAGE:</b>	
Town/City:	<u>Andover</u>
<b>KNOWN HAZARDOUS MATERIALS DISCLOSURE:</b>	
Asbestos	Not Known <input checked="" type="checkbox"/>
Lead Based Paint	Not Known <input checked="" type="checkbox"/>
Radon	Not Known <input checked="" type="checkbox"/>
Underground Tanks	Not Known <input checked="" type="checkbox"/>

Potential Purchasers are encouraged to seek information from any professionals in any of these areas regarding a specific issue.

Nancy J. P. Ki  
 Seller's Signature  
by her attorney  
M. Rossbach & Frick  
 Seller's Signature

8-19-21  
 Date

\_\_\_\_\_  
 Buyer's Signature

\_\_\_\_\_  
 Date



**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**Seller's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii)  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i)  Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii)  Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser's Acknowledgment (Initial)**

(c) \_\_\_\_\_ Purchaser has received copies of all information listed above.

(d) \_\_\_\_\_ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i)  received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii)  waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment (Initial)**

(f) \_\_\_\_\_ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<u>Nancy J. Piki</u>	<u>8-19-21</u>	_____	_____
Seller	Date	Seller	Date
<u>Margaret L. Kiesel</u>	_____	_____	_____
Purchaser	Date	Purchaser	Date
_____	_____	_____	_____
Agent	Date	Agent	Date

# TEMPORARY WAYS TO KEEP CHILDREN SAFE FROM LEAD PAINT HAZARDS

Under the Lead Law, the property owner is responsible for having his or her home deleaded or brought under interim control if it was built before 1978 and a child under the age of six lives there. Deleading permanently reduces the risk of lead poisoning. Until deleading occurs, here are some temporary ways to reduce lead hazards:

- 1 Clean often**  
Wet wiping regularly reduces lead dust levels in the home. See other side.
- 2 Put duct tape or contact paper over peeling paint and plaster**  
Put duct tape or contact paper on window wells, window sills, walls or other surfaces with peeling paint or plaster. Clean these areas often. Window wells and sills can be cleaned more easily when contact paper or duct tape are put down first. See other side.
- 3 Keep the lower part of the window closed (if possible)**  
If a window well is in bad condition, keep the lower part of the window closed and open only the upper part. This will prevent your children from putting their hands or objects in the window well where the lead dust collects. It also helps keep lead dust from blowing into the house.
- 4 Move furniture to block contact with peeling paint and plaster**  
By moving a sofa in front of a crack in a wall, you can block a child's access to lead hazards. Never place furniture where a child may climb on it and fall out of a window.
- 5 Change child's bedroom (if possible)**  
If your child's bedroom has chipping paint or plaster, consider using another room without chipping paint for the bedroom.
- 6 Other ideas**  
Regularly have your child tested for lead poisoning; wash your child's hands and toys often; if you are renovating or repainting call CLPPP for more information on how to do the work safely before you begin; feed your child food high in iron, calcium, and vitamin C and low in fat.

## Lead poisoning and your child's health

Lead paint is the most common cause of childhood lead poisoning. When old paint cracks or peels, or when lead-painted surfaces rub against each other or are bumped, lead paint dust or chips are created. Children typically become poisoned by putting their fingers which have touched lead dust into their mouths. Lead poisoning can cause lasting damage to children's brains, kidneys, and nervous systems. Even lower levels of lead can slow children's development and cause learning and behavioral problems. Children under age six are at greatest risk.

## Keep your child safe

Remember, these are only temporary ways to reduce the risk of lead poisoning from lead paint hazards. The only permanent way to reduce the risk of lead poisoning is to have the home deleaded. The owner of a home built before 1978 is responsible for having it deleaded or brought under interim control when a child under the age of six lives there.

## FOR MORE INFORMATION, CONTACT:

Massachusetts Department of Public Health  
Childhood Lead Poisoning Prevention Program  
800-532-9571 (toll free)  
[www.magnet.state.ma.us/dph/clppp](http://www.magnet.state.ma.us/dph/clppp)

or your local lead program at:

# TEMPORARILY REDUCING LEAD PAINT HAZARDS BY CLEANING

## 1. Wear plastic gloves to clean

Protect yourself from exposure to lead.

## 2. Pick up all chips by hand or use a damp paper towel (Window areas often have lots of paint chips)

Seal chips and paper towels in a plastic bag and throw out.  
**Do not use a household vacuum or broom to clean up lead paint chips or dust!**

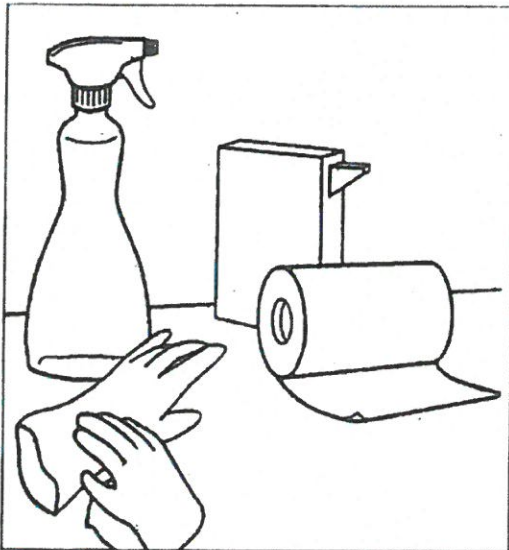
## 3. Wash household surfaces

- Use TSP, a lead-specific detergent, or any all-purpose, non-abrasive cleaner.
- Scrub well for best results. (Don't scrub hard enough to remove the intact paint.)
- Clean window wells, window sills, play areas, and floors at least once or twice a week.
- Keep children away when cleaning.
- Keep all cleaners safely away from children.



## 4. Use a spray bottle to keep dust levels down

- Use a cleaner already in a spray bottle, or put the cleaner into a spray bottle.
- If you must use a bucket, keep the wash water clean. Never put dirty paper towels into the wash water.



## 5. Use paper towels

- Don't use dish cloths or sponges to clean.
- Use a new paper towel to clean each area.
- Seal the used paper towels and gloves in a plastic bag and throw them out.

## 6. Rinse after cleaning

- Use clean water and paper towels for rinsing each area.

## 7. Clean up properly

- Wash your hands when cleaning is done.
- Pour any wash and rinse water down the toilet, not the sink.

**IMPORTANT!** Do not use a household vacuum or broom to clean up lead paint chips or dust. This could spread the lead dust into the air and into your vacuum cleaner or broom.





**BUYER'S BROKER REGISTRATON FORM**

**AUCTION ADDRESS: 82 PINE STREET – ANDOVER, MA 01810**

**AUCTION DATE: SUNDAY, SEPTEMBER 30<sup>TH</sup> at 3 pm**

**BUYER BROKER FEE: 1% (SEE BUYER BROKER PARTICIPATION GUIDELINES)**

Broker/Salesperson: \_\_\_\_\_

License No: \_\_\_\_\_

(attach copy of Real Estate License): \_\_\_\_\_ State of Issue: \_\_\_\_\_ Expiration: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fed ID Number: \_\_\_\_\_

Client:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Property Address: \_\_\_\_\_

Opening Bid Amount: \_\_\_\_\_

I will attend a scheduled preview, if any and the auction along with my client who will register to bid on the day of auction. It is my understanding that a fee will be paid to the above listed Real Estate Agency should my client be the successful bidder, pays for and closes on the property and I have registered them at least **forty-eight (48) hours** prior to the day of auction. No oral registrations will be accepted. (Please note that principals are excluded from this program.)

I am representing my client, the Buyer, and not the Seller. Further, I shall hold harmless and indemnify John McInnis Auctioneers, and the Seller from any and all claims, costs, or expenses, including reasonable attorney's fees, which may arise out of any actions or inaction's or representations made by me in connection with the sale of this property. I agree that only the first registration of a prospective client will be accepted and honored.

A prospective bidder that has previously been in contact with John McInnis Auctioneers or the Seller concerning the subject property will not be eligible as a client for any broker or salesperson.

**THERE WILL BE NO EXCEPTIONS TO THESE BROKER REQUIREMENTS.**

In addition to my signature below, please find the signature of my client, indicating that they have seen and agreed to the above.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Broker/Salesperson      Date

\_\_\_\_\_  
Accepted John McInnis Auctioneers

\_\_\_\_\_  
Client      Date

## **BROKERS and SALESPERSON BUYER PARTICIPATION GUIDELINES**

John McInnis Auctioneers is pleased to offer Broker Participation to all properly Licensed Real Estate Brokers and Salespersons who meet the following criteria:

**BROKER MUST REGISTER HIS BUYER/BIDDER BY FILLING OUT THE BROKER REGISTRATION FORM, IN FULL, AND MUST FAX, MAIL OR EMAIL IT TO JOHN MCINNIS AUCTIONEERS AND MUST BE RECEIVED NO LATER THAN 48 HOURS PRIOR TO AUCTION DATE. BROKER REGISTRATION FORMS SENT DIRECTLY TO SELLER WILL NOT BE HONORED.**

- ✚ BROKER must show the property in person to his Buyer/Bidder.
- ✚ BROKER must attend and register with his Buyer/Bidder at the auction and encourage bidding.
- ✚ BROKER agrees that BROKER will not claim any exceptions to the foregoing procedures unless made in writing and signed by SELLER.
- ✚ BROKER agrees that no oral registration will qualify BROKER for commission.
- ✚ BROKER agrees that BROKER will not be entitled to a commission, if BROKER or any member of BROKER'S family or firm participates, as a principal at the Auction. BROKER shall give an affidavit to this effect, if requested.
- ✚ BROKER agrees that BROKER'S commission will be due upon final closing of the purchase by his Buyer/Bidder with all consideration paid in full.
- ✚ BROKER agrees that only the first registration of prospective Buyer/Bidder will be accepted and honored.
- ✚ BROKER agrees that commission will ONLY be paid at time of closing and will be disbursed by Escrow Agent.
- ✚ BROKER agrees that he shall hold harmless and indemnify John McInnis Auctioneers including its reasonable attorney's fees, from any and all claims with regard to such commission.
- ✚ Broker must complete the "Buyer Broker Registration Form" and submit it by email [mcinnisauctions@yahoo.com](mailto:mcinnisauctions@yahoo.com) or mail.

No broker will be recognized if the buyer/bidder is on our mailing/email list, has previously contacted or has registered to bid with John McInnis Auctioneers LLC.

***There are NO EXCEPTIONS to this procedure and no oral registrations will be accepted. All buyer/bidders must be pre-registered and acknowledge by John McInnis Auctioneers LLC 48 hours prior to the sale.***



**REAL ESTATE ABSENTEE/PHONE BID FORM**

I, \_\_\_\_\_ (Name)

Of, \_\_\_\_\_ (Address),

Wish to submit an ABSENTEE or PHONE BID as my high bid on the following Real Estate:

Situated in the City/Town of: **Andover**

Street Address: **82 Pine Street**

County: **Essex North**

State of: **Massachusetts**

Amount of Bid: \_\_\_\_\_ ABSENTEE \$ \_\_\_\_\_

\_\_\_\_\_ PHONE (MINIMUM OPENING BID) \$ \_\_\_\_\_

I understand that John McInnis Auctioneers will be auctioning this property on: **Thursday, September 30, 2021**. If this bid is the highest bid for the subject property, I agree to execute a purchase and sale agreement in the amount for the subject property within forty-eight (48) hours after the sale. I recognize that John McInnis Auctioneers has been retained to conduct the above auction on behalf of the seller and that its acceptance and placement of my absentee/phone bid is purely an accommodation on the part of John McInnis Auctioneers and I, my successors and assigns agree and convenient that no liability on the part of John McInnis Auctioneers is incurred by reason of its acceptance and placement of this bid and further, I hereby release and waive any claims against John McInnis Auctioneers of whatever nature arising out of or because of this bid. In the event that I or my personal representation should fail, refuse or neglect to execute an deliver a valid and binding purchase and sale agreement for the property, if this absentee/phone bid is the highest bid therefore, then my deposit in the amount of **\$10,000.00** \*(PLESAE REFERENCE INITIAL DEPOSIT DUE IN BID PACK) which accompanies this bid shall be forfeited and I or my personal representatives may be liable for additional damages, costs and expenses incurred by the seller including attorney's fees. Furthermore, I have seen and fully understand the purchase and sales agreement for this property.

NOTE: If the auction is one with more than one property/lot/unit and my first choice above is not successful, I agree to place the same bid on the following:

\_\_\_\_\_.

DATE: \_\_\_\_\_, 2021

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

DEPOSIT RECORDED:

CHECK NO: \_\_\_\_\_

\$ \_\_\_\_\_