

# MORTGAGEE'S SALE REAL ESTATE AUCTION



**17 Haverhill Road (Route 108) ~ East Kingston, NH**

Rescheduled to

**Thursday, October 15<sup>th</sup>, 2009 @ 10:00 a.m.**

**JOHN McINNIS AUCTIONEERS**  
76 Main Street ~ Amesbury, MA  
800-822-1417 ♦ [mcinnisauctions.com](http://mcinnisauctions.com)  
NH Lic# 2182

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**JOHN McINNIS AUCTIONEERS**  
76 Main Street ~ Amesbury, MA  
800-822-1417 ♦ mcinnisauctions.com  
NH Lic# 2182

*Dear Prospective Bidder:*

*Thank you for your inquiry and interest in our upcoming Mortgagee's Real Estate Foreclosure Auction located at 17 Haverhill Road, East Kingston, New Hampshire to be held on Thursday, October 15<sup>th</sup> at 10:00 a.m..*

*John McInnis Auctioneers has been hired by the Newburyport Five Cents Savings Bank to offer this commercially zoned 2.06 +/- acre raised ranch with two car garage will be sold at Public Auction. Don't miss the opportunity to buy this investment property!*

*To be eligible to bid, at the time of registration you must present a \$12,500.00 deposit in cash or cashier's check.*

*The bidder's prospectus has been assembled for your convenience and if you have any other questions, please do not hesitate to call our office.*

*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.*

*Sincerely,*



*John P. McInnis  
John McInnis Auctioneer*

**IMPORTANT INFORMATION FOR**  
**PROSPECTIVE BIDDERS**

THE INFORMATION SET FORTH IN THIS PACKET IS BELIEVED TO BE CORRECT. HOWEVER, THE MORTGAGEE/OWNER 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, WITH ALL FAULTS BASIS.

THE AUCTIONEER HEREBY DISCLOSES HE/SHE IS ACTING SOLELY AS AN AGENT FOR THE MORTGAGEE IN THE MARKETING, NEGOTIATIONS AND ALE OF THIS PROPERTY.  
THE PURCHASER(S) AGREE THAT THE MORTGAGEE AND AUCTIONEER MAKE NO WARRANTIES OF ANY KIND REGARDING THE CONDITION OR VALUE OF THE REAL OR PERSONAL PROPERTY.

**Property Description**  
**17 Haverhill Road – East Kingston, NH**

<b>Style:</b>	<b>Raised Ranch</b>
<b>Exterior:</b>	<b>Vinyl Siding</b>
<b>Roof Structure:</b>	<b>Gable Hip</b>
<b>Roof Cover:</b>	<b>Asphalt</b>
<b>Living Area:</b>	<b>1,344 +/- sq ft</b>
<b>Heat Fuel:</b>	<b>Oil</b>
<b>Total Bedrooms:</b>	<b>2</b>
<b>Total Bathrooms:</b>	<b>2</b>
<b>Total Rooms:</b>	<b>5</b>
<b>Electricity</b>	<b>Public</b>
<b>Gas</b>	<b>Propane</b>
<b>Water</b>	<b>Well</b>
<b>Sanitary Sewer</b>	<b>Septic</b>
<b>Features:</b>	<b>Full Basement/Finished 2 Rooms/1/2 bath</b>
<b>Garage:</b>	<b>Detached Two Car Garage 1,248 +/- sq ft</b>



**MUNICIPAL DATA:** Town of East Kingston  
Title Reference: Book 3851, Page 122

Assessed Value: \$409,900  
Current Taxes: \$ 8,304.57-2006

## **NOTICE OF FORECLOSURE SALE**

By virtue of the Power of Sale contained in a certain Mortgage given by JOHN F. MULVEY and THERESA R. MULVEY dated October 1, 2002 and recorded in the Rockingham County Registry of Deeds at Book 3851, Page 0124, (the "Mortgage") which mortgage was given to NEWBURYPORT FIVE CENTS SAVINGS BANK in execution of said power and for breach of the conditions of said Mortgage, and for the purposes of foreclosing the same, NEWBURYPORT FIVE CENTS SAVINGS BANK will sell at

### **PUBLIC AUCTION**

on Thursday, October 15, 2009 at 10:00 o'clock in the forenoon in East Kingston, County of Rockingham, State of New Hampshire, premises situated at 17 Haverhill Road, East Kingston, Rockingham County, New Hampshire which are described in the Mortgage and which may be currently described as follows (the "Mortgage Premises"):

A certain parcel of land with the buildings thereon situated in East Kingston, in the County of Rockingham and the State of New Hampshire, on the Easterly side of Route #108, so-called, and bounded and described as follows:

Beginning at a point on the Easterly side of said Route #108 at the Northerly corner of the described premises and at land now or formerly of Webster and thence running South 17° 57' 20" West 96.61 feet to a point; thence continuing South 14° 58' West 161.75 feet to a point; thence continuing South 16° 52' West 159.80 feet to a point; thence continuing South 16° 14' 50" West 156.64 feet to a point and thence continuing South 17° 15' 20" West 86.86 feet, all along said Webster land, to a point at Hillside Cemetery and land of Gregory J. Plante et ux; thence turning and running North 26° 00' 20" West along land of said Gregory J. Plante et ux 401.48 feet to a point on the Easterly side of said Route #108; thence turning and running North 53° 02' 10" East along the Easterly side of said Route #108 for a distance of 454.98 feet to the point of beginning; said parcel being triangular in shape.

Said premises are shown on "Subdivision Plan of Land in East Kingston, N.H. owned by Gregory J. & Mary F. Plante" dated July 1974.

The original Mortgage may be examined by any interested person at the law office of Mary Keohan Ganz, 779 Lafayette Road, Seabrook, New Hampshire 03874.

The sale will take place at the mortgaged premises.

To the Mortgagor or any other person claiming a lien or other encumbrance upon the Mortgage Premises: You are hereby notified that you have a right to petition the superior court for the county in which the Mortgage Premises are situated, with service upon the Mortgagee, and upon such bond as the court may require, to enjoin the scheduled foreclosure sale.

Said Mortgage Premises will be sold subject to all unpaid taxes, betterments, assessments, claims, water bills, mortgages, and all other liens entitled to precedence over said Mortgage, including the right of redemption available to the Internal Revenue Service pursuant to Federal Tax laws and all restrictions and encumbrances of record prior to said mortgage, if any there be.

Terms: Twelve Thousand, Five Hundred Dollars (\$12,500.00) must be paid as a deposit by the successful bidder for the Mortgage Premises in cash or by certified check at the time of sale. The balance of the purchase price must be paid in full by the successful bidder in cash or certified check on or before the thirtieth (30th) day after the date of the foreclosure sale. If the successful bidder fails to complete the purchase of the Mortgage Premises, the mortgagee reserves the right to retain the deposit in full as liquidated damages as a result of the bidder's failure to perform. The successful bidder shall pay the full transfer tax stamps on the foreclosure deed.

As an additional condition and term of the sale, in the event the successful bidder refuses to sign the Foreclosure Sales Agreement or fails to complete the purchase in accordance with the terms and conditions of said foreclosure sale, the holder of the mortgage reserves the right to sell the mortgaged premises to the next highest bidder ("Second Bidder") and to accept all bids upon the condition that the Second Bidder shall deposit with mortgagee's attorney 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. Upon deposit of the earnest money by Second Bidder, Second Bidder shall become Purchaser for purposes of the foregoing paragraphs and completion of the sale.

Right to Amend: The mortgagee reserves the right to (i) continue the foreclosure sale to such subsequent date or dates as the mortgagee may deem necessary or desirable, (ii) bid upon and purchase the Mortgage Premises at the foreclosure sale, (iii) reject any and all bids for the Mortgage Premises, (iv) amend or change the terms of sale set forth herein by announcement, written or oral, made before or during the foreclosure sale, and such change(s) or amendment(s) shall be binding on all bidders.

Warranties: Except for warranties arising by operation of law, the conveyance of the Mortgage Premises will be made by the mortgagee and accepted by the successful bidder therefor without any other express or implied representations or warranties whatsoever.

For further information regarding the Mortgaged Premises and terms of the foreclosure sale, please contact John McInnis Auctioneers at (800) 822-1417.

**NEWBURYPORT FIVE CENTS  
SAVINGS BANK**  
By its attorney,

Dated: September 9, 2009

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Mary Keohan Ganz  
GANZ LAW OFFICE  
779 Lafayette Road, PO Box 238  
Seabrook, NH 03874-0238  
(603) 474-2737

**#5651-A/BF**

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**3. POSSESSION AND LIENS:** The possession of the premises shall be delivered as occupied and it shall be the purchaser's responsibility to deal with all tenants and occupants at such time as title is taken.

It is understood and agreed that said premises are sold subject to unpaid taxes and prior liens or other enforceable encumbrances and that the Seller has disclosed that there may be unpaid taxes and prior liens or other enforceable encumbrances.

**4. INSURANCE:** Seller shall keep the premises insured during the term of this Agreement as currently insured. In the event of damage by fire, or other casualty, the Seller agrees to cooperate with Buyer in prosecuting the insurance claim and the Buyer agrees to purchase the premises for the same price in their damaged condition. The Seller, however, shall pay all proceeds of insurance to the Buyers. However, Seller does not represent that there is any insurance on the premises. Buyer is advised to obtain its own coverage or is at its own risk of loss.

**5. TITLE EXAMINATION:** If Buyer desires an examination of title, it shall be responsible for the cost thereof.

**6. OBLIGATIONS:** This instrument is to be construed as a New Hampshire contract, is to take effect as a sealed instrument, sets 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 a written instrument executed by both the Seller and the Buyer. If two or more persons are named herein as Buyers and Sellers, their obligation hereunder shall be joint and several.

**7. TIME:** 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. The terms and conditions hereof shall bind and the benefits shall inure to the parties hereto and their heirs, devisees, personal representatives, successors and assigns.

**8. DEFAULT:** In the event the Buyer fails to perform Buyer's covenants and agreements hereunder, the Buyer shall forfeit Buyer's deposit(s) and, in addition, shall be responsible for all losses and expenses incurred by the Seller as a result of Buyer's nonperformance, including, without limitation, all costs and expenses, including reasonable attorney's fees, incurred by Seller in conducting another foreclosure and secured party sale of the premises and property. Buyer shall also be responsible to Seller for the difference between the amount of Buyer's bid for the property at the foreclosure sale and the amount bid at any subsequent foreclosure sale if the subsequent bid is lower than the Buyer's bid.

**9. ASSIGNMENT:** Should Buyer fail to perform by his covenants and agreements hereunder, the Buyer assigns all of its right, title and interest to the second highest bidder.

**10. PRIOR STATEMENTS:** All representations, statements and agreements heretofore made between the parties hereto are merged in this Agreement, which alone fully and completely express 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.

**11. PURSUANT TO NEW HAMPSHIRE R.S.A. 477:4-A:** Seller hereby notifies and Buyer

hereby acknowledges receipt of notification of the following:

Radon Gas: Radon gas, the product of the decay of radioactive materials in rock may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or water.

Lead Paint: Before 1977, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present.

**12. "AS IS" SALE:**

Seller states and Purchaser acknowledges that the sale is "as is". Seller makes no representations as to whether or not the property may or may not contain any hazardous or environmental problems. Purchaser acknowledges that a portion of the property has been used as an auto repair facility.

**13. ADDITIONAL PROVISIONS:**

- A. Purchaser(s) shall be responsible for all State of New Hampshire transfer taxes (R.S.A. 78-B) which shall be due at the time of the recording of the Foreclosure Deed.

WITNESS our hands this 15th day of October, 2009.

Newburyport Five Cents Savings Bank

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**EXHIBIT A TO FORECLOSURE REAL ESTATE  
PURCHASE AGREEMENT**

Locus: 17 Haverhill Road, East Kingston NH 03827

A certain parcel of land with the buildings thereon situated in East Kingston, in the County of Rockingham and the State of New Hampshire, on the Easterly side of Route #108, so-called, and bounded and described as follows:

Beginning at a point on the Easterly side of said Route #108 at the Northerly comer of the described premises and at land now or formerly of Webster and thence running South 17° 57' 20" West 96.61 feet to a point; thence continuing South 14° 58' West 161.75 feet to a point; thence continuing South 16° 52' West 159.80 feet to a point; thence continuing South 16° 14' 50" West 156.64 feet to a point and thence continuing South 17° 15' 20" West 86.86 feet, all along said Webster land, to a point at Hillside Cemetery and land of Gregory J. Plante et ux; thence turning and running North 26° 00' 20" West along land of said Gregory J. Plante et ux 401.48 feet to a point on the Easterly side of said Route #108; thence turning and running North 53° 02' 10" East along the Easterly side of said Route #108 for a distance of 454.98 feet to the point of beginning; said parcel being triangular in shape.

Said premises are shown on "Subdivision Plan of Land in East Kingston, N.H. owned by Gregory J. & Mary F. Plante" dated July 1974.

#5651-A/BF

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**Property Name**

MULVEY  
17 HAVERHILL ROAD  
EAST KINGSTON, NH 03827

440 Wheelers Farms Road  
Milford, CT 06460  
Phone:800-352-0050  
Fax:800-231-6802  
Web:www.edrnet.com

**ENVIRONMENTAL RISK LEVEL**

To help evaluate environmental risk, the *EDR LoanCheck® Standard* provides an Environmental Risk Level, based on a search of current government records and those historical records requested to be searched by Newburyport Five Cents Savings.

- |                                     |                      |  |
|-------------------------------------|----------------------|--|
| <input checked="" type="checkbox"/> | <b>ELEVATED RISK</b> | Based on the records found in this report, the environmental risk level for this property is elevated. |
| <input type="checkbox"/>            | <b>LOW RISK</b>      | Based on the records found in this report, the environmental risk level for this property is minimal.  |

**User Instructions**

For more information regarding this Environmental Risk Level, please refer to page 2 and other supporting reports.

**User Comments**

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**Reports and Databases**

The following reports an/or databases were requested by customer and were included in the Environmental Risk Level where available:

- EDR Radius Map Report
- EDR Proprietary Manufactured Gas Plant Database
- EDR Fire Insurance Map Abstract
- EDR City Directory Abstract
- EDR Proprietary Gas Station/Dry Cleaner Database

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## EDR LoanCheck® Standard: Environmental Risk Review

### FINDINGS CONTRIBUTING TO THE ENVIRONMENTAL RISK LEVEL

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The environmental ELEVATED RISK is based upon the findings listed below. For additional detail, click on the records marked with "Detail" to turn to the corresponding page. To return to this page, press Alt + Left Arrow on your keyboard.

### TARGET PROPERTY

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<i>Current Govt. Records</i>	<i>Address</i>	<i>Data Source</i>	<i>Distance</i>
DENNS AUTO BODY.....	17 HAVERHILL RD.....	RCRA-NonGen.....	TP.....Detail pg.3

#### *Historic Records*

No records identified (if any) were determined to be of elevated risk.

#### *EDR Proprietary Records*

No records identified (if any) were determined to be of elevated risk.

### SURROUNDING PROPERTIES

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#### *Current Govt. Records*

No records identified (if any) were determined to be of elevated risk.

#### *Historic Records*

Surrounding property historical reports and/or data was not requested by the customer.

#### *EDR Proprietary Records*

No records identified (if any) were determined to be of elevated risk.

EDR LoanCheck Standard Environmental Risk Review

Map ID  
 Direction  
 Distance  
 Distance (ft.)  
 Elevation

Site

Database(s)

EDR ID Number  
 EPA ID Number

**1**      **DENNS AUTO BODY**  
**Target**    **17 HAVERHILL RD**  
**Property**   **KINGSTON, NH 03827**

**RCRA-NonGen**    **1008890541**  
**NHD510175755**

**Actual:**  
**126 ft.**

RCRA-NonGen:

Date form received by agency: 08/13/2002  
 Facility name:                    DENNS AUTO BODY  
 Facility address:                17 HAVERHILL RD  
     KINGSTON, NH 03827  
 EPA ID:                            NHD510175755  
 Contact:                          JOHN MULVEY  
 Contact address:                17 HAVERHILL RD  
     KINGSTON, NH 03827  
 Contact country:                US  
 Contact telephone:              (603) 642-4295  
 Contact email:                  Not reported  
 EPA Region:                      01  
 Classification:                  Non-Generator  
 Description:                      Handler: Non-Generators do not presently generate hazardous waste

Handler Activities Summary:

U.S. importer of hazardous waste:    No  
 Mixed waste (haz. and radioactive):   No  
 Recycler of hazardous waste:        No  
 Transporter of hazardous waste:      No  
 Treater, storer or disposer of HW:    No  
 Underground injection activity:        No  
 On-site burner exemption:              No  
 Furnace exemption:                      No  
 Used oil fuel burner:                    No  
 Used oil processor:                      No  
 User oil refiner:                         No  
 Used oil fuel marketer to burner:      No  
 Used oil Specification marketer:      No  
 Used oil transfer facility:                No  
 Used oil transporter:                    No  
 Off-site waste receiver:                 Commercial status unknown

Violation Status:                      No violations found

## EDR LoanCheck® Standard: Environmental Risk Review

### TERMS AND DEFINITIONS

#### **RCRA-TSDF:** RCRA - Transporters, Storage and Disposal

Hazardous Waste Treatment Storage and Disposal Sites (RCRAInfo) is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The RCRAInfo system allows tracking of many types of information about the regulated universe of RCRA hazardous waste handlers. RCRAInfo characterizes facility status, regulated activities, and compliance histories and captures detailed data on the generation of hazardous waste.

Date of Government Version: 03/06/2008

Date Data Arrived at EDR: 03/06/2008

Date Made Active in Reports: 04/18/2008

Number of Days to Update: 43

Source: Environmental Protection Agency

Telephone: (888) 372-7341

Last EDR Contact: 03/06/2008

Next Scheduled EDR Contact: 05/19/2008

Data Release Frequency: Quarterly

#### **EDR City Directory Abstract**

City directories have been published for cities and towns across the U.S. since the 1800s. Originally a list of residents, the city directory developed into a sophisticated tool for locating individuals and businesses in a particular urban or suburban area. Twentieth century directories are generally divided into three sections: a business index, a list of resident names and addresses, and a street index. With each address, the directory lists the name of the resident or, if a business is operated from this address, the name and type of business (if unclear from the name). While city directory coverage is comprehensive for major cities, it may be spotty for rural areas and small towns. When requested by the customer, EDR conducts a keyword search of the EDR City Directory Abstract to identify records contributing to the Environmental Risk Level. Keyword searches are limited and should not be considered a substitute for review by an environmental professional. When identified in a keyword search, City Directory Abstract records undergo further screening and may or may not contribute to the Environmental Risk Level.

For much more information about the keywords used for the Environmental Risk Level, contact your EDR Account Executive.

The following keywords were used to evaluate the EDR City Directory Abstract: 7-Eleven, AAMCO, Amerada Hess Corporation, Amoco, Arco, Atlantic Richfield Oil Company, Auto, Autobody, Automobile, Automotive, BP, Battery, Body Shop, Body Works, Brake, British Petroleum, Caltex, Car, Chemical, Chevron, Chevrontexaco, Circle K, Citgo, Cities Service Company, Cleaner, Cleaners, Cleaning, Clnr, Coastal Petroleum, Collision, Conoco, Conocophillips, Cumberland Farms, Diamond Shamrock, Dry Cleaner, Dry Cleaners, Dry Cleaning, Drycleaning, Dying, Engine, Esso, Exxon, Exxonmobil, Fuel, Garage, Gas, Goodrich, Gulf Oil, Heating, Hess, Imperial Oil, Jersey Standard, Jet Oil, Junk Yard, Junkyard, Kleaner, Laboratory, Landfill, Launderer, Launderette, Laundries, Laundromat, Laundry, Lndry, Lndy, Magnolia Petroleum Co, Manufacturing, Marathon, Marathon Ashland Petroleum, Martinizing, Mechanic, Meineke, Mfg, Mirastar, Mobil, Motor, Muffler, Oil, Paint, Panoz, Pep Boys, Petroleum, Phillips 66, Photo, Photography, Press, Print, Printer, Printers, Printing, Prntr, Radiator, Railroad, Railway, Recycling, Repair, Richfield, Royal Dutch/Shell, STA, STN, Saab, Shell Oil, Sinclair Oil, Socony, Sohio, Standard Oil, Standard Oil of Ohio, Station, Sun Oil Company, Sunoco, Tesoro, Texaco, Tire, Towing, Transmission, Ultramar, Union 76, Union Oil, Vacuum Oil Co, Valero, Valero Energy, Wash, Waste, Wyatt Oil.



TOWN OF EAST KINGSTON  
Parcel History Report for 000009 000008 000019

Requested by Barb -- 09/11/2009

Billed Owner	Invoice	Bill Amount	Last Trans.	Int. Paid	Balance
MULVEY, JOHN	2009P01010502	\$ 4,689.00	06/23/2009	\$0.00	\$ 0.00
MULVEY, JOHN	2008P01010501	\$ 9,379.00	12/01/2008	\$0.00	\$ 0.00
MULVEY, JOHN	2007P01010501	\$ 9,174.00	12/11/2007	\$0.00	\$ 0.00
MULVEY, JOHN	2006P01010401	\$ 8,355.00	11/29/2006	\$0.00	\$ 0.00
MULVEY, JOHN	2005P01010107	\$ 7,920.00	11/22/2005	\$0.00	\$ 0.00
MULVEY, JOHN	2004P01010406	\$ 7,591.00	11/19/2004	\$0.00	\$ 0.00
MULVEY, JOHN	2003P01009906	\$ 6,846.00	11/26/2003	\$0.00	\$ 0.00
PLANTE, DENIS J	2002P01009104	\$ 5,641.00	12/02/2002	\$0.00	\$ 0.00
PLANTE, DENIS J	2001P01009101	\$ 5,641.00	11/29/2001	\$0.00	\$ 0.00
PLANTE, DENIS J	2000P01007808	\$ 5,366.00	11/30/2000	\$0.00	\$ 0.00
PLANTE, DENIS J	1999P02007707	\$ 1,408.00	11/29/1999	\$0.00	\$ 0.00
PLANTE, DENIS J	1999P01007607	\$ 3,507.00	11/29/1999	\$0.00	\$ 0.00

*NO Outstanding taxes  
Next Bill will be Dec, 2009*