

REAL ESTATE AUCTION

TO SETTLE AN ESTATE

SUNDAY, SEPTEMBER 12 at 2 pm
386 MIDDLE RD - HAVERHILL, MA

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



**Single Family Cape, Situated on 4 +/- acres, Beautifully maintained 6 Rooms,
3 Bedrooms, 3 Bath home with 2,531 +/- sq. ft. of Living Space**

PREVIEWS: Wed, Sept 1st from 4-6pm, Sun, Sept 5th from 1-3 pm, Auction Day, 12-2, or by Appointment

BROKER PARTICIPATION INVITED

For more info: mcinnisauctions.com 800-822-1417

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

mcinnisauctions@yahoo.com
MA LIC # 770

John McInnis LLC
AUCTIONEERS • APPRAISERS

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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

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 **SUNDAY, SEPTEMBER 12th at 2pm**. John McInnis Auctioneers is proud to offer this Single Family Cape Style home ready for your finishing touches!

The Personal Representative to the Estate 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 **\$15,000.00 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 Ten Percent (10%) of the hammer price will be required within Three (3) business days of the sale. 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,

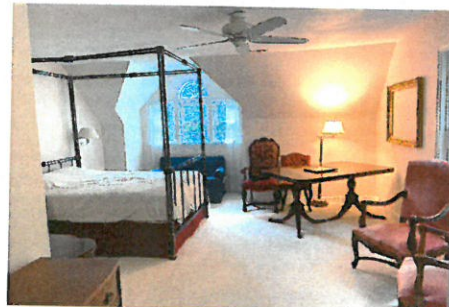
John

John P. McInnis



**Real Estate Auction To Settle an Estate
386 MIDDLE ROAD – HAVERHILL, MA**

**SUNDAY
SEPT 12 at 2 pm**



Single Family Cape Situated on 4 +/- acres

**Beautifully maintained 6 Rooms, 3 Bedrooms,
3 Bath home with 2,531 +/- sq. ft. of Living Space
Located in the desirable Meadow Brook Conservation Area
with 5.2 miles of trails and close proximity to
Millvale Reservoir with kayaking and fishing.**

**Open Concept Living/Dining, First Floor Office or
Bedroom with Closet, 2nd Floor Laundry Hook-up, 2 Walk-in
Closets Main Suite Bath with Spa Tub, Multi-Zone HVAC**

**Expansive Three Season Porch/ Large Sun Deck
Beautifully Landscaped with Mature Trees and Fenced in Pet
Area, Circular Drive with 3 Car Garage under Deck**

**Easy access to major highways, dining,
shopping and transportation**

The high bid is subject to confirmation by the Personal Representative

John McInnis LLC
AUCTIONEERS • APPRAISERS

Previews:

Wed, Sept 1st from 4-6pm

Sun, Sept 5th from 1-3 pm

Day of Auction, 12-2

Or by Appointment

FOR TERMS & MORE INFO:

MCINNISAUCTIONS.COM

**mcinnisauctions@yahoo.com
BROKER PARTICIPATION
INVITED**

TERMS OF SALE:

A deposit of Fifteen Thousand Dollars (\$15,000.00)

must be presented in cash or bank check.

Balance of the deposit to equal 10% of the high bid due in 3 business days.

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 Jared J. Eigerman, Special Personal Representative to the ESTATE OF MARIA R. EIGERMAN-HUMPHREY herein, "Seller".
3. This sale is of certain real property; a single family home located at:
386 MIDDLE ROAD • HAVERHILL, 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 South Essex Registry of Deeds, Book 15892 Page 207.
5. The sale may be adjourned from time to time as the Auctioneer may determine.
6. **TERMS OF SALE:** An initial deposit of **Fifteen Thousand Dollars (\$15,000.00)** 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 10% of the high bid due in 3 business days. 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

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):

Jared J. Eigerman, Special Personal Representative
ESTATE OF MARIA R. EIGERMAN-HUMPHREY
386 Middle Road
Haverhill, MA

BUYER(S):

Address: _____

Tel. No: 978-376-6355

Tel. No. _____

2. PROPERTY: 4 +/- acres

DEED REFERENCE: Book 15892 Page 207

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.

\$15,000.00

SUB TOTAL

\$ _____

Balance of the deposit to equal 10% of the high bid due in 3 business days.

\$ _____

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 16, 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 16, 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, up to a **2% co-broke 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 12, 2021

Buyer Date SS#:

September 12, 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 12, 2021

Seller Date SS#:

September 12, 2021

Seller Date SS#:

September 12, 2021

Auctioneer Date

Unofficial Property Record Card - Haverhill, MA

General Property Data

Parcel ID 459-2-12
Prior Parcel ID --
Property Owner HUMPHREY HAROLD F ETUX
HUMPHREY MARIA R
Mailing Address 386 MIDDLE RD

Account Number

Property Location 386 MIDDLE RD
Property Use ONE FAM
Most Recent Sale Date 8/23/1999
Legal Reference 15892-207
Grantor CITY OF HAVERHILL
Sale Price 100
Land Area 3.997 acres

City HAVERHILL
Mailing State MA Zip 01830
ParcelZoning

Current Property Assessment

Card 1 Value Building Value 286,900 Xtra Features Value 500 Land Value 200,200 Total Value 487,600

Building Description

Building Style CAPE
of Living Units 1
Year Built 2000
Building Grade AVG. (+)
Building Condition Good
Finished Area (SF) 2531
Number Rooms 6
of 3/4 Baths 0

Foundation Type CONCRETE
Frame Type WOOD
Roof Structure GABLE
Roof Cover ASPHALT
Siding VINYL
Interior Walls DRYWALL
of Bedrooms 4
of 1/2 Baths 0

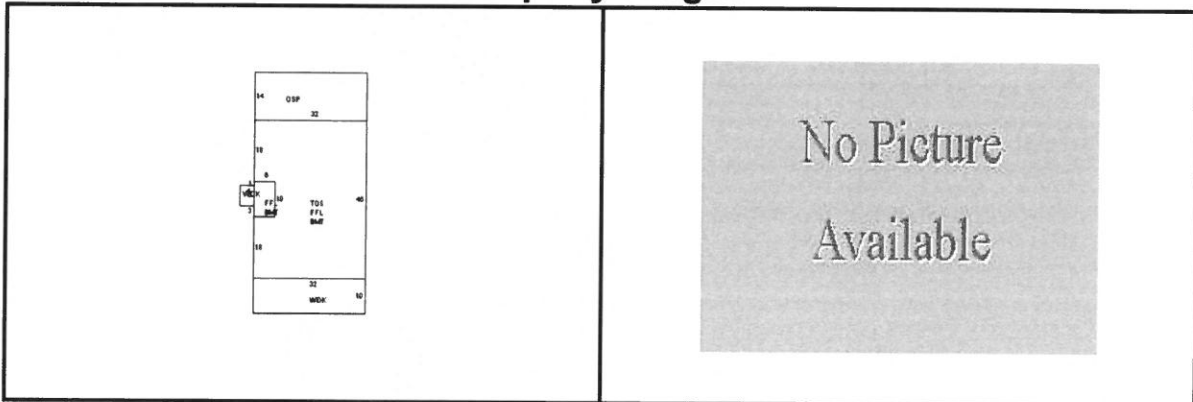
Flooring Type CARPET
Basement Floor N/A
Heating Type FORCED H/A
Heating Fuel OIL
Air Conditioning 100%
of Bsmt Garages 3
of Full Baths 2
of Other Fixtures 1

Legal Description

Narrative Description of Property

This property contains 3.997 acres of land mainly classified as ONE FAM with a(n) CAPE style building, built about 2000 , having VINYL exterior and ASPHALT roof cover, with 1 unit(s), 6 room(s), 4 bedroom(s), 2 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.

Total Card / Total Parcel 478,900 / 478,900
 APPRAISED: 478,900 / 478,900
 USE VALUE: 478,900 / 478,900
 ASSESSED: 478,900 / 478,900



PROPERTY LOCATION

| | | | | |
|------------------|------------------------|--------|----------------------|-----------------------|
| No | 386 | Alt No | MIDDLE RD, HAVERHILL | Direction/Street/City |
| OWNERSHIP | | | | |
| Owner 1: | HUMPHREY HAROLD F ETUX | | | |
| Owner 2: | HUMPHREY MARIA R | | | |
| Owner 3: | | | | |
| Street 1: | 386 MIDDLE RD | | | |
| Street 2: | | | | |
| Twn/City: | HAVERHILL | | | |
| St/Prov: | MA | Cntry | | Own Occ: N |
| Postal: | 01830 | Type: | | |

PREVIOUS ASSESSMENT

| Tax Yr | Use | Cat | Bldg Value | Yrd Items | Land Size | Land Value | Total Value | Asses'd Value | Notes | Date |
|--------|-----|------|------------|-----------|-----------|------------|-------------|---------------|-----------------------|------------|
| 2020 | 101 | FV | 286,900 | 500 | 3,997 | 191,500 | 478,900 | 478,900 | 478,900 CPRO BILLING | 12/12/2019 |
| 2020 | 101 | NC | 286,900 | 500 | 3,997 | 191,500 | 478,900 | 478,900 | 478,900 Year End Roll | 10/24/2019 |
| 2020 | 101 | PV | 286,900 | 500 | 3,997 | 182,800 | 470,200 | 470,200 | | 6/6/2019 |
| 2019 | 101 | FV | 286,900 | 500 | 3,997 | 182,800 | 470,200 | 470,200 | 470,200 CPro Billing | 12/11/2018 |
| 2018 | 101 | PTCH | 268,300 | 500 | 3,997 | 174,100 | 442,900 | 442,900 | 442,900 patch | 8/30/2018 |
| 2018 | 101 | FV | 268,300 | 500 | 3,997 | 174,100 | 442,900 | 442,900 | 442,900 YER | 12/28/2017 |
| 2017 | 101 | FV | 250,700 | 600 | 3,997 | 169,700 | 421,000 | 421,000 | 421,000 Year End Roll | 12/14/2016 |
| 2016 | 101 | FV | 245,300 | 600 | 3,997 | 141,400 | 387,300 | 387,300 | 387,300 YEAR END | 12/16/2015 |

SALES INFORMATION

| Grantor | Legal Ref | Type | Date | Sale Code | Sale Price | V | Tst | Verif | Notes |
|-----------------|-----------|------|-----------|--------------|------------|-----|-----|-------|-------|
| CITY OF HAVERHI | 15892-207 | | 8/23/1999 | INVOLVED GOV | 100 | Yes | No | | |

NARRATIVE DESCRIPTION
 This parcel contains 3.997 ACRES of land mainly classified as ONE FAM with a CAPE Building built about 2000, having primarily VINYL Exterior and 2531 Square Feet, with 1 Unit, 2 Baths, 0 3/4 Bath, 0 HalfBath, 6 Rooms, and 4 Bdrms.

OTHER ASSESSMENTS

| Code | Descrip/No | Amount | Com. Int |
|------|------------|--------|----------|
| | | | |

PROPERTY FACTORS

| Item Code | Description | % | Item Code | Description |
|-----------|-------------|---|-----------|-------------|
| Z | water | 1 | TYPCL | |
| o | Sewer | | | |
| n | Electri | | | |
| | Exmpt | | | |
| D | Topo | | | |
| s | Street | | | |
| t | Gas: | | | |

LAND SECTION (First 7 lines only)

| Use Code | Description | LUC Fact | No of Units | Depth/ Price/Units | Unit Type | Land Type | LT Factor | Base Value | Unit Price | Adj | Neigh Influ | Neigh Mod | TOPO | SHAPE |
|----------|-------------|----------|-------------|--------------------|-----------|-----------|-----------|------------|------------|------|-------------|-----------|------|-------|
| 101 | ONE FAM | 43560 | 2.997 | 0 | 3.9 | 1.00 | RA | 0 | 8,000. | 0.90 | RA | TOPO | -10 | |
| 101 | ONE FAM | 2.997 | 200 | 0 | 0. | 0.00 | RA | 0 | 0. | 0.00 | RA | TOPO | -10 | SHAPE |

BUILDING PERMITS

| Date | Number | Descr | Amount | C/O | Last Visit | Fed Code | F. Descr | Comment |
|------------|-----------|----------|--------|-----|------------|----------|----------|---------|
| 10/16/2012 | B-12-1227 | NEW ROOF | 9,010 | C | | | | |
| 11/15/2000 | 1862 | ASSR NOT | | C | | | | |
| 1/20/2000 | 2261 | 1 FAM DW | | C | | | | |
| 12/22/1999 | 2018 | FND 1 FA | | C | | | | |

ACTIVITY INFORMATION

| Date | Result | By | Name |
|------------|--------------|-----|--------------|
| 9/27/2013 | PERMIT VISIT | 197 | MICHAEL CASS |
| 3/30/2007 | MEASURED | 364 | DAVID SAKURI |
| 6/5/2002 | REVIEWED | 700 | STEVE GULLO |
| 11/26/2001 | MEASURED | 800 | FRANK NOVAK |
| 2/1/2001 | PERMIT VISIT | 700 | STEVE GULLO |
| 11/1/2000 | REVIEWED | 700 | STEVE GULLO |
| 6/21/2000 | MEAS+INSPCTD | 700 | STEVE GULLO |
| 12/29/1999 | PERMIT VISIT | 700 | STEVE GULLO |
| 9/19/1990 | MMC INFO | 999 | CONVERSION |

IN PROCESS APPRAISAL SUMMARY

| Use Code | Land Size | Building Value | Yard Items | Land Value | Total Value |
|----------|-----------|----------------|------------|------------|-------------|
| 101 | 3,997 | 286,900 | 500 | 191,500 | 478,900 |

LEGAL DESCRIPTION

| Entered Lot Size | Total Land: | Land Unit Type: |
|------------------|-------------|-----------------|
| 478,900 | 478,900 | |



PREVIOUS ASSESSMENT

| Tax Yr | Use | Cat | Bldg Value | Yrd Items | Land Size | Land Value | Total Value | Asses'd Value | Notes | Date |
|--------|-----|------|------------|-----------|-----------|------------|-------------|---------------|-----------------------|------------|
| 2020 | 101 | FV | 286,900 | 500 | 3,997 | 191,500 | 478,900 | 478,900 | 478,900 CPRO BILLING | 12/12/2019 |
| 2020 | 101 | NC | 286,900 | 500 | 3,997 | 191,500 | 478,900 | 478,900 | 478,900 Year End Roll | 10/24/2019 |
| 2020 | 101 | PV | 286,900 | 500 | 3,997 | 182,800 | 470,200 | 470,200 | | 6/6/2019 |
| 2019 | 101 | FV | 286,900 | 500 | 3,997 | 182,800 | 470,200 | 470,200 | 470,200 CPro Billing | 12/11/2018 |
| 2018 | 101 | PTCH | 268,300 | 500 | 3,997 | 174,100 | 442,900 | 442,900 | 442,900 patch | 8/30/2018 |
| 2018 | 101 | FV | 268,300 | 500 | 3,997 | 174,100 | 442,900 | 442,900 | 442,900 YER | 12/28/2017 |
| 2017 | 101 | FV | 250,700 | 600 | 3,997 | 169,700 | 421,000 | 421,000 | 421,000 Year End Roll | 12/14/2016 |
| 2016 | 101 | FV | 245,300 | 600 | 3,997 | 141,400 | 387,300 | 387,300 | 387,300 YEAR END | 12/16/2015 |

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| Grantor | Legal Ref | Type | Date | Sale Code | Sale Price | V | Tst | Verif | Notes |
|-----------------|-----------|------|-----------|--------------|------------|-----|-----|-------|-------|
| CITY OF HAVERHI | 15892-207 | | 8/23/1999 | INVOLVED GOV | 100 | Yes | No | | |

BUILDING PERMITS

| Date | Number | Descr | Amount | C/O | Last Visit | Fed Code | F. Descr | Comment |
|------------|-----------|----------|--------|-----|------------|----------|----------|---------|
| 10/16/2012 | B-12-1227 | NEW ROOF | 9,010 | C | | | | |
| 11/15/2000 | 1862 | ASSR NOT | | C | | | | |
| 1/20/2000 | 2261 | 1 FAM DW | | C | | | | |
| 12/22/1999 | 2018 | FND 1 FA | | C | | | | |

ACTIVITY INFORMATION

| Date | Result | By | Name |
|------------|--------------|-----|--------------|
| 9/27/2013 | PERMIT VISIT | 197 | MICHAEL CASS |
| 3/30/2007 | MEASURED | 364 | DAVID SAKURI |
| 6/5/2002 | REVIEWED | 700 | STEVE GULLO |
| 11/26/2001 | MEASURED | 800 | FRANK NOVAK |
| 2/1/2001 | PERMIT VISIT | 700 | STEVE GULLO |
| 11/1/2000 | REVIEWED | 700 | STEVE GULLO |
| 6/21/2000 | MEAS+INSPCTD | 700 | STEVE GULLO |
| 12/29/1999 | PERMIT VISIT | 700 | STEVE GULLO |
| 9/19/1990 | MMC INFO | 999 | CONVERSION |

IN PROCESS APPRAISAL SUMMARY

| Use Code | Land Size | Building Value | Yard Items | Land Value | Total Value |
|----------|-----------|----------------|------------|------------|-------------|
| 101 | 3,997 | 286,900 | 500 | 191,500 | 478,900 |

EXTERIOR INFORMATION

Type: 5 - CAPE
 Sky Ht: 1T - 1T
 (Liv) Units: 1 - Total: 1
 Foundation: 1 - CONCRETE
 Frame: 1 - WOOD
 Prime Wall: 4 - VINYL
 Sec Wall: %
 Roof Struct: 1 - GABLE
 Roof Cover: 1 - ASPHALT
 Color: TAN
 View / Desir: %

GENERAL INFORMATION
 Grade: C+ - AVG. (+)
 Year Blt: 2000 ER Yr Blt:
 Alt LUC: Alt %:
 Jurisdic: Fact: .
 Const Mod:
 Lump Sum Adj:

INTERIOR INFORMATION
 Avg Ht/Ft: STD
 Prim Int Wal: 1 - DRYWALL
 Sec Int Wall: %
 Partition: T - TYPICAL
 Prim Floors: 4 - CARPET
 Sec Floors: %

DEPRECIATION
 Phys Cond: GD - Good 8.0 %
 Functional: %
 Economic: %
 Special: %
 Override: %
 Total: 8 %

DEPRECIATION
 Exterior: %
 Interior: %
 Additions: %
 Kitchen: %
 Baths: %
 Plumbing: %
 Electric: %
 Heating: %
 General: %

REMODELING
 No Unit RMS BRS FL
 1 6 4 1

BATH FEATURES

Full Bath: 2 Rating: AVERAGE
 A Bath: Rating:
 3/4 Bath: Rating:
 A 3QBth Rating:
 1/2 Bath: Rating:
 A HBth: Rating:
 OtherFix: 1 Rating: AVERAGE

OTHER FEATURES
 Kifs: 1 Rating: AVERAGE
 A Kifs: Rating:
 Frlp: 1 Rating: AVERAGE
 WSFlue: Rating:
CONDOS INFORMATION
 Location:
 Total Units:
 Floor: 1 - 1ST FLOOR
 % Own:
 Name:

RESIDENTIAL GRID
 1st Res Grid Desc: Line 1
 Level FY LR DR D K FR RR BR FB HB L O
 Other
 Upper
 Lvl 2
 Lvl 1
 Lower
 Totals RMs: 6 BRs: 4 Baths: 2 HB

COMPARABLE SALES
 Rate Parcel ID Typ Date Sale Price
 WRAV\$/SQ: AvRate: Ind.Val
 Juris. Factor: Before Depr: 84.87
 Special Features: 0 Val/Su Net: 59.83
 Final Total: 286900 Val/Su SzAd 113.35

MOBILE HOME
 Make: Model: Year: Color:
SPEC FEATURES/YARD ITEMS
 Code Description A Y/S Qty Size/Dim Unit Price D/S Dep LUC Fact NB Fa Appr Value JCod JFact Juris. Value
 2 SHED/FR D Y 1 96 A AV 2006 8.08 T 35 101 500

COMMENTS

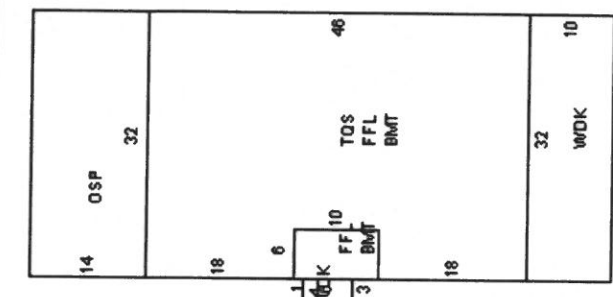
WATER WORKS MILLVALE WETLANDS
 TAXABLE FOR FY2000 SWAP
 FIN 2ND FLR OF NEW HOME.

RESIDENTIAL GRID
 1st Res Grid Desc: Line 1
 Level FY LR DR D K FR RR BR FB HB L O
 Other
 Upper
 Lvl 2
 Lvl 1
 Lower
 Totals RMs: 6 BRs: 4 Baths: 2 HB

REMODELING
 No Unit RMS BRS FL
 1 6 4 1

RES BREAKDOWN
 No Unit RMS BRS FL
 1 6 4 1

SKETCH



SUB AREA

| Code | Description | Area - SQ | Rate - AV | Undepr Value | Sub Area | % Usbl | Descrpt | % Type | Qu # |
|--------------------|-------------|-----------|-----------|--------------|----------|--------|---------|--------|------|
| BMT | BASEMENT | 1,472 | 19,470 | 28,655 | | | | | |
| FFL | 1ST FLOOR | 1,472 | 77,870 | 114,620 | | | | | |
| TQS | 3/4 STORY | 1,059 | 77,870 | 82,461 | | | | | |
| OSP | SCRN PORCH | 448 | 18,990 | 8,508 | | | | | |
| WDK | WOOD DECK | 344 | 9,710 | 3,340 | | | | | |
| Net Sketched Area: | | 4,795 | | 237,584 | | | | | |
| Size Ad | | 2531 | 5148 | 2531 | | | | | |
| Gross Area | | 5148 | | | | | | | |
| FinArea | | 2531 | | | | | | | |

IMAGE

AssessPro Patriot Properties, Inc

EXTERIOR INFORMATION

Type: 5 - CAPE
 Sty Ht: 1T - 1T
 (Liv) Units: 1 - CONCRETE
 Foundation: 1 - CONCRETE
 Frame: 1 - WOOD
 Prime Wall: 4 - VINYL
 Sec Wall: %
 Roof Struct: 1 - GABLE
 Roof Cover: 1 - ASPHALT
 Color: TAN
 View / Desir:

GENERAL INFORMATION

Grade: C+ - AVG. (+)
 Year Bld: 2000 Eff Yr Bld:
 Alt LUC:
 Jurisdic:
 Const Mod:
 Lump Sum Adj:

INTERIOR INFORMATION

Avg Ht/VL: STD
 Prim Int Wall: 1 - DRYWALL
 Sec Int Wall: %
 Partition: T - TYPICAL
 Prim Floors: 4 - CARPET
 Sec Floors: %
 Bsmnt Flr:
 Subfloor:
 Bsmnt Gar: 3
 Electric: 3 - TYPICAL
 Insulation: 2 - TYPICAL
 Int vs Ext: S
 Heat Fuel: 1 - OIL
 Heat Type: 1 - FORCED H/A
 # Heat Sys: 1
 % Heated: 100
 Solar HW: NO
 % Corn Wal: % Sprinkled

DEPRECIATION

Phys Cond: GD - Good
 Functional:
 Economic:
 Special:
 Override:
 Total: 8%
CALC SUMMARY
 Basic \$ / SQ: 85.00
 Size Adj.: 0.91608059
 Const Adj.: 1.00000000
 Adj \$ / SQ: 77.867
 Other Features: 48511
 Grade Factor: 1.09
 NBHD Inf: 1.00000000
 NBHD Mod:
 LUC Factor: 1.00
 Adj Total: 311843
 Depreciation: 24947
 Depreciated Total: 286895

MOBILE HOME

Make:
 Model:
SPEC FEATURES/YARD ITEMS
 Code Description A Y/S Qty Size/Dim Unit Price Qual Con Year Unit Price DIS Dep LUC Fact NB Fa Appr Value JCod,JFact Juris. Value
 2 SHED/FR D Y 1 96 A AV 2006 8.08 T 35 101 500

BATH FEATURES

Full Bath 2 Rating: AVERAGE
 A Bath: Rating:
 3/4 Bath: Rating:
 A 3QBth: Rating:
 1/2 Bath: Rating:
 A HBth: Rating:
 Othr Fix: 1 Rating: AVERAGE

OTHER FEATURES

Kits: 1 Rating: AVERAGE
 A Kits: Rating:
 Fprt: 1 Rating: AVERAGE
 WSFlue: Rating:
CONDO INFORMATION
 Location:
 Total Units:
 Floor: 1 - 1ST FLOOR
 % Own:
 Name:

RESIDENTIAL GRID

| 1st Res Grid | Desc: Line 1 | # Units 1 |
|--------------|---------------------------------|-----------|
| Level | FY LR DR D K FR RR BR FB HB L O | |
| Other | | |
| Upper | | |
| Lvl 2 | | |
| Lvl 1 | | |
| Lower | | |
| Totals | RMs: 6 BRs: 4 Baths: 2 HB | |

REMODELING

| Exterior: | Interior: | Additions: | Kitchen: | Baths: | Plumbing: | Electric: | Heating: | General: |
|---------------|-----------|------------|----------|--------|-----------|-----------|----------|----------|
| No Unit | RMS | BRS | FL | | | | | |
| 1 | 6 | 4 | 1 | | | | | |
| Totals | | | | | | | | |
| 1 | 6 | 4 | | | | | | |

RES BREAKDOWN

| Code | Description | Area - SQ | Rate - AV | Undepr Value |
|---------------|-------------|-----------|-----------|--------------|
| BMT | BASGMENT | 1,472 | 19,470 | 28,655 |
| FFL | 1ST FLOOR | 1,472 | 77,870 | 114,620 |
| TQS | 3/4 STORY | 1,059 | 77,870 | 82,461 |
| OSP | SCRN PORCH | 448 | 18,990 | 8,508 |
| WDK | WOOD DECK | 344 | 9,710 | 3,340 |
| Totals | | 4,795 | 51,480 | 237,584 |

COMPARABLE SALES

| Rate | Parcel ID | Typ | Date | Sale Price |
|------|-----------|-----|------|------------|
| | | | | |

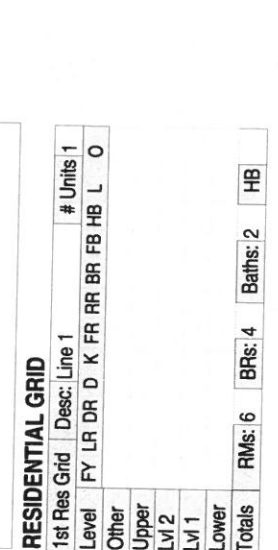
MOBILE HOME

WPAV\$/SQ: AvRate: Ind.Val
 Juris. Factor: Before Depr: 84.87
 Special Features: 0 Val/Su Net: 59.83
 Final Total: 286900 Val/Su SzAd 113.35

COMMENTS

WATER WORKS MILLVALE WETLANDS
 TAXABLE FOR FY2000 SWAP
 FIN 2ND FLR OF NEW HOME.

SKETCH



SUB AREA

| Code | Description | Area - SQ | Rate - AV | Undepr Value |
|---------------|-------------|-----------|-----------|--------------|
| BMT | BASGMENT | 1,472 | 19,470 | 28,655 |
| FFL | 1ST FLOOR | 1,472 | 77,870 | 114,620 |
| TQS | 3/4 STORY | 1,059 | 77,870 | 82,461 |
| OSP | SCRN PORCH | 448 | 18,990 | 8,508 |
| WDK | WOOD DECK | 344 | 9,710 | 3,340 |
| Totals | | 4,795 | 51,480 | 237,584 |

SUB AREA DETAIL

| Code | Description | Area - SQ | Rate - AV | Undepr Value | Sub Area | % Usbl | % Descrpt | % Type | Qu # Ten |
|---------------|-------------|-----------|-----------|--------------|----------|--------|-----------|--------|----------|
| BMT | BASGMENT | 1,472 | 19,470 | 28,655 | | | | | |
| FFL | 1ST FLOOR | 1,472 | 77,870 | 114,620 | | | | | |
| TQS | 3/4 STORY | 1,059 | 77,870 | 82,461 | | | | | |
| OSP | SCRN PORCH | 448 | 18,990 | 8,508 | | | | | |
| WDK | WOOD DECK | 344 | 9,710 | 3,340 | | | | | |
| Totals | | 4,795 | 51,480 | 237,584 | | | | | |

IMAGE

Net Sketched Area: 4,795
 Size Ad 2531 Gross Area 5148 FinArea 2531

PARCEL ID

459-2-12
 JCod,JFact 500
 Appr Value 500
 Juris. Value 500

E

208

2015010500248 Bk:33782 Pg:473
01/05/2015 12:11 DIS Pg 1/1

DISCHARGE OF MORTGAGE

Newburyport Five Cents Savings Bank, having its principle place of business at 63 State Street

Newburyport, Massachusetts 01950,

the holder of a mortgage from Harold F. Humphrey and Maria R. Humphrey

dated August 23, 1999

recorded with the Essex South Registry of Deeds

(said "Deeds") at Book

15892

Page 211

acknowledges satisfaction of same.

Property Address:

Lots 9, 10 & 12 Middle Road, Haverhill, MA

IN WITNESS WHEREOF,

the said Newburyport Five Cents Savings Bank

has caused it's corporate seal to be hereto affixed and these presents to be signed in its name and behalf by

Janice C. Morse, its President and CEO

and

Timothy L. Felter, its Sr. Vice President, CFO and Treasurer

this

30th

day of

December 2014

NEWBURYPORT FIVE CENTS SAVINGS BANK

By:

Janice C. Morse
Janice C. Morse, duly authorized

By:

Timothy L. Felter
Timothy L. Felter, duly authorized

Commonwealth of Massachusetts
County of Essex

On this 30th day of December 2014 before me, the undersigned Notary Public, personally appeared

Janice C. Morse

and

Timothy L. Felter

proved to me through satisfactory evidence of identification, which was known to me/coworkers

to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she

signed it voluntarily for its stated purpose, as President and CEO for Newburyport Five Cents Savings Bank and as

Sr. Vice President, CFO and Treasurer for Newburyport Five Cents Savings Bank.

Loretta M. Laplante
Signature of Notary

(Seal)

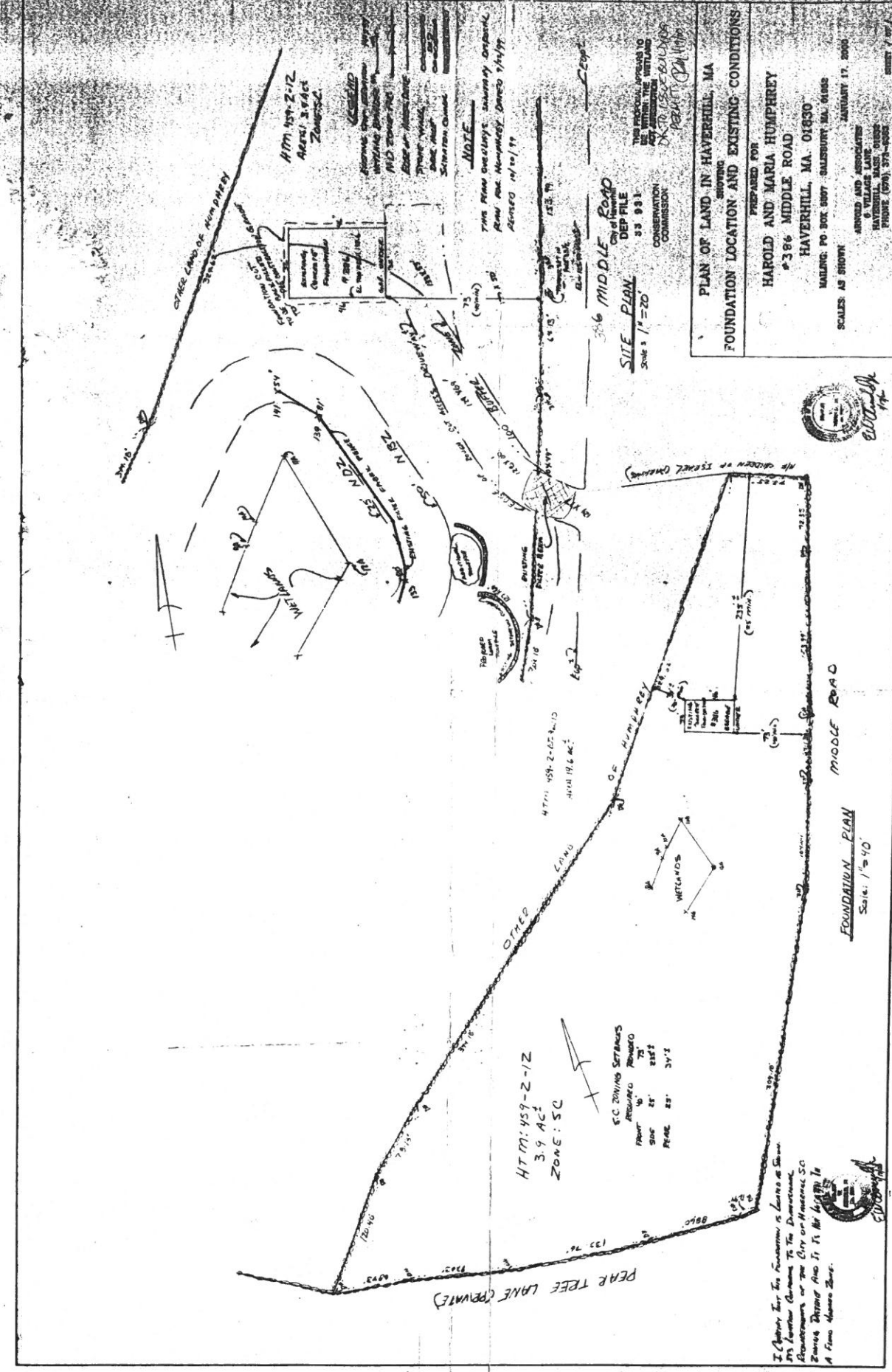
My Commission Expires:

9-8-17

Return to:

Humphrey
5 Glenview Manor Drive
Ft. Meyers Beach, FL 33931





NOTE
 THIS PLAN OVERLAYS SURVEY OR PARTIAL
 FROM THE Haverhill Survey dated 1/10/77
 ADJUSTED 10/10/77

THIS PROJECT APPEARS TO
 BE WITHIN THE JURISDICTION
 OF THE MASSACHUSETTS
 DEPARTMENT OF
 CONSERVATION
 PERMIT # 241110

PLAN OF LAND IN HAVERHILL, MA
 SHOWING
FOUNDATION LOCATION AND EXISTING CONDITIONS
 PREPARED FOR
HAROLD AND MARIA HUMPHREY
 #386 MIDDLE ROAD
 HAVERHILL, MA. 01830
 MADE FOR PO BOX 8897 SALESBURY MA 01858
 JANUARY 17, 2000
 SCALES AS SHOWN
 ENGINEER AND ASSOCIATES
 6 VILLAGE LANE
 HAVERHILL, MASS. 01830
 PHONE (978) 375-9000
 SHEET 7 OF 7

SITE PLAN
 Scale: 1" = 20'
 DEP FILE # 33 931
 CONSERVATION COMMISSION



FOUNDATION PLAN
 Scale: 1/8" = 40'

HTM: 459-2-1Z
 3.9 AC±
 ZONE: SC

SC ZONING SETBACKS
 REQUIRED FRONT 10'
 SIDE 5'
 REAR 25'

I, Charles Lee, the Foundation Engineer at the City of Haverhill, Massachusetts, do hereby certify that the Foundation Plan is true and correct to the best of my knowledge and belief, and that I am a duly Licensed Professional Engineer in the State of Massachusetts.



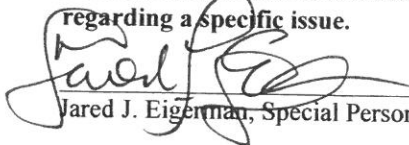
SELLER'S DISCLOSURE

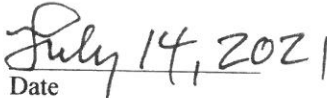
Property: 386 MIDDLE ROAD, HAVERHILL, MASSACHUSETTS 01830

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 PRIVATE | Town/City | ✓ |
| Type of System: | Not Known | ✓ |
| Malfunctions: | Not Known | ✓ |
| Date of Installation: | Not Known | ✓ |
| Date of Most Recent Water Test: | Not Known | ✓ |
| INSULATION DISCLOSURE: | | |
| Attic: | Not Known | ✓ |
| Exterior Walls: | Not Known | ✓ |
| SEPTIC SYSTEM DISCLOSURE: | | |
| Size: N/A: | Not Known | ✓ |
| Location: N/A: | Not Known | ✓ |
| Malfunctions: N/A: | Not Known | ✓ |
| SEWERAGE: | | |
| | Town/City: | |
| KNOWN HAZARDOUS MATERIALS DISCLOSURE: | | |
| Asbestos | Not Known | ✓ |
| Lead Based Paint | Not Known | ✓ |
| Radon | Not Known | ✓ |
| Underground Tanks | Not Known | ✓ |

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


 Jared J. Eigenman, Special Personal Rep.


 Date

 Buyer's Signature

 Date

 Buyer's Signature

 Date

PROPERTY TRANSFER NOTIFICATION CERTIFICATION

This form is to be signed by the prospective purchaser before signing a purchase and sale agreement or a memorandum of agreement, or by the lessee-prospective purchaser before signing a lease with an option to purchase for residential property built before 1978, for compliance with federal and Massachusetts lead-based paint disclosure requirements.

Required Federal Lead Warning Statement:

Every purchaser of any interest in residential 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 (circle documents below).
Lead Inspection Report; Risk Assessment Report; Letter of Interim Control; Letter of Compliance
 - (ii) _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

NONE KNOWN

Purchaser's or Lessee Purchaser's Acknowledgment (initial)

- (c) _____ Purchaser or lessee purchaser has received copies of all documents circled above.
- (d) _____ Purchaser or lessee purchaser has received no documents.
- (e) _____ Purchaser or lessee purchaser has received the Property Transfer Lead Paint Notification.
- (f) _____ Purchaser or lessee 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)

- (g) _____ Agent has informed the seller of the seller's obligations under federal and state law for lead-based paint disclosure and notification, and is aware of his/her responsibility to ensure compliance.
- (h) _____ Agent has verbally informed purchaser or lessee-purchaser of the possible presence of dangerous levels of lead in paint, plaster, putty or other structural materials and his or her obligation to bring a property into compliance with the Massachusetts Lead Law -- either through full deleading or interim control -- if it was built before 1978 and a child under six years old resides or will reside in the property.

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><i>Joan F. [Signature]</i></u> Seller | <u>07/14/2021</u> Date | <u><i>(Special Personal Representative for Estate of Maria Egerman-Humphrey)</i></u> Seller | _____ Date |
| _____ Purchaser | _____ Date | _____ Purchaser | _____ Date |
| _____ Agent | _____ Date | _____ Agent | _____ Date |

CLPPP Form 94-3, 6/30/94, Rev. 9/02

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 delead 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 delead. The owner of a home built before 1978 is responsible for having it delead 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**

or your local lead program at:

BROKERS and SALESPERSON BUYER PARTICIPATION GUIDELINES

(2%) commission, on the High Bid, will be paid on any pre auction written opening bid of at least Seventy Percent (70%) of the high bid. IF AN OPENING BID IS NOT WRITTEN ON THE BROKER PARTICIPATION FORM OR DOES NOT EQUAL AT LEAST SEVENTY PERCENT (70%) OF THE HIGH BID, THEN ONLY A 1% COMMISSION OF THE HIGH BID WILL BE PAID TO THE BROKER. THE MAXIMUM BROKER PARTICIPATION WILL NOT EXCEED (2%) OF THE HIGH BID.

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 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.



BUYER'S BROKER REGISTRATON FORM

AUCTION ADDRESS: 386 MIDDLE ROAD – HAVERHILL, MA

AUCTION DATE: SUNDAY, SEPTEMBER 12TH at 2 pm

BUYER BROKER FEE: UP TO A 2% FEE (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

REAL ESTATE ABSENTEE BID FORM

I, _____ (Name)

Of, _____ (Address),

Wish to submit the following as my high bid on the following Real Estate:

Situated in the City/Town of: Haverhill, MA

Street Address: 386 Middle Road

County: South Essex

State of: Massachusetts

Amount of Bid: \$

I understand that John McInnis Auctioneers will be auctioning this property on: September 12, 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 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 within property, if this absentee bid is the highest bid therefore, then my deposit in the amount of \$_____ 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. 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