

# John McInnis

AUCTIONEERS • APPRAISERS

PROPERTY INFORMATION PACKET  
Condominium Lien Foreclosure Real Estate

## AUCTION

Fri, Dec 16th @ 10 am

19 Elm St, U3 ~ Amesbury, MA



ONE BEDROOM RESIDENTIAL CONDOMINIUM  
IN THE HEART OF DOWNTOWN AMESBURY

829 +/- sq. ft. of Living Space

For more info: [mcinnisauctions.com](http://mcinnisauctions.com)



Registration Auction Day:  
1 hr. prior to sale  
MASS LICENSE # 770

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# Auctioneer's Disclaimer

## IMPORTANT INFORMATION FOR PROSPECTIVE BIDDERS

THE INFORMATION SET FORTH IN THIS PACKET IS BELIEVED TO BE CORRECT. HOWEVER, THE MORTGAGEE'S OF THIS PROPERTY AND JOHN MCINNIS AUCTIONEERS MAKE NO WARRANTIES OR GUARANTEES AS TO THE ACCURACY OF THIS INFORMATION.

BUYERS SHALL RELY ENTIRELY ON THEIR OWN INFORMATION, JUDGEMENT AND INSPECTION OF THE PROPERTY AND RECORDS. THIS PROPERTY IS TO BE SOLD ON AN AS IS, WHERE IS BASIS, WITH ALL FAULTS

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

# *JOHN MCINNIS AUCTIONEERS*

*Estates ♦ Auctions ♦ Real Estate ♦ Appraisals*

*76 Main Street - Amesbury, Massachusetts 01913  
Phone 978.388.0400 - - Fax 978.388.8863*

Dear Prospective Bidder,

Thank you for your inquiry on our upcoming Condominium Lien Foreclosure Sale of Real Estate Auction to be held on Friday, December 16th @10 am. John McInnis Auctioneers has been hired by The Law Offices of David P. Dow, Amesbury, MA to offer this 829 +/- sq. ft. one bedroom condominium at public foreclosure auction.

To be eligible to bid, at the time of registration you must present a \$5,000.00 deposit in a bank or certified check.

This property information packet has been assembled for your convenience.

Our staff is readily available to assist you with any questions you may have regarding the property or the auction process.

Thank you again for your interest in this property and we look forward to seeing you on the day of the auction. Registration will take place one hour prior to the auction.

Additional terms to be announced at the time of sale.

Sincerely,

*John*

John P. McInnis  
John McInnis Auctioneers

# BUYER BENEFITS

- \*829 +/- sq. ft. Living Space
- \*One Bedroom-One Bath
- \*Open Concept
- \*Sunny and Spacious
- \*Hardwood Floors
- \*Storage Area
- \*Low Condo Fees
- \*Walking Distance to Stores and Restaurants
- \*Close Access to I-95 and I-495
- \*45 Minutes North of Boston

This is the coverage area for the Aerial Photo Map



Source/Copyright: ESRI StreetMap Pro

## SALE OF REAL ESTATE UNDER M.G.L. c. 183A:6

By virtue of a Judgment and Order of the Newburyport District Court (docket no.1122-CV-112) in favor of the Elm Street Condominium Trust against Diana M. Thomas (a/k/a Diana D'Anna) establishing a lien pursuant to M.G.L. c. 183A:6 on the real estate known as Unit 3, of the Elm Street Condominium for the purpose of satisfying such lien, the real estate will be sold at Public Auction at 10 o'clock A.M. on the 2nd day of December A.D. 2011 at 19 Elm Street, Unit 3, Amesbury, MA. The premises to be sold are more particularly described as follows:

Said property known as Unit 3, Elm Street Condominium, 19 Elm Street, Amesbury, Essex County, Massachusetts.

Said Unit is situated at 19 Elm Street, Unit 3, Amesbury, Essex County, Massachusetts in the Condominium known as Elm Street Condominium and created by Master Deed dated May 24, 2004 and recorded in the Essex South Registry of Deeds in Book 22932, Page 439.

Being the same Unit 3, Elm Street Condominium, 19 Elm Street, Amesbury, Essex County, Massachusetts, as referenced in the Deed from Tracy K. Healy to Diana M. Thomas (a/k/a Diana D'Anna) dated June 1, 2004 recorded in the Essex South Registry of Deeds in Book 22935, Page 138.

The Unit is conveyed together with:

- (1) An undivided interest of 17% in the common areas and facilities ("Common Elements") of the Condominium described in the Master Deed, attributable to the Unit.
- (2) An exclusive license to use any balcony or balconies extending from the exterior walls of the Unit as shown on the Plans, subject to the rights of other Unit Owners to use said balcony or balconies as an alternate means of egress in the case of fire.
- (3) An easement for the continuance of all encroachments by the Unit on any adjoining units or Common Elements existing as a result of construction of the Building, or which may come into existence hereafter as a result of settling or shifting of the Building, or as a result of repair or restoration of the Building or of the Unit after damage or destruction by fire or other casualty, or after a taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements made by or with the consent of the Trustees.
- (4) An easement in common with the owners of other units to use any pipes, wires, ducts, flues, cables, conduits, public utility lines, and other Common Elements located in any of the other units or elsewhere in the Condominium and serving the Unit.
- (5) Rights and easements in common with other Unit Owners as described in the Master Deed, Deed, Declaration of Association, and the Plans, as the same may be amended from time to time by instruments recorded in the Essex County Land Registration Office, which provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, his family, servants, visitors, as though such provisions were recited and stipulated at length herein.
- (6) All easements, agreements, restrictions and conditions of record, insofar as the same are now in force and applicable.

The Unit is intended only for residential purposes, and no other use may be made of the Unit.

Meaning and intending to convey and hereby conveying the same premises conveyed by Deed of Tracy K. Healy to Diana M. Thomas (a/k/a Diana D'Anna) dated June 1, 2004 recorded in the Essex South Registry of Deeds in Book 22935, Page 138.

The Terms of Sale:

1. A non-refundable deposit in cash or certified check or bank check for a minimum of \$5,000 is to be paid by the successful bidder at the time of auction.
2. The successful bidder shall be required to execute a Memorandum of Sale.
3. The balance of the purchase price is to be paid within thirty (30) days of the auction.
4. The closing shall take place within thirty (30) days of the auction at such location as the judgment creditor or its attorney shall designate.
5. The successful bidder shall be responsible for payment of all recording fees, taxes, municipal liens, water and sewer assessments, and/or transfer stamps at the time of closing.
6. An Auctioneer's Release Deed will be issued to purchaser, upon payment of the balance of the purchase price, within thirty (30) days of the auction. The Deed shall convey the premises subject to and with the benefit of all restrictions, easements, improvements, outstanding tax title, municipal or other public taxes, assessments, liens, or claims in the nature of liens, and existing encumbrances of record senior to the lien hereby being satisfied, whether or not reference to any such encumbrance or lien is made in the Deed.
7. Additionally, and not by way of limitation, the sale shall be subject to and with the benefit of any and all tenants, tenancies, and/or occupants, if any.
8. This sale is subject to any senior liens or encumbrances, including but not limited to outstanding municipal taxes, if any. No representation is or shall be made by the Seller as to if any such taxes are outstanding or the amount outstanding, if any. Prospective Bidders should determine that status of outstanding municipal taxes, if any.
9. The successful bidders shall be required to pay common area fees, charges, special assessments, or other operating costs of the Condominium from the date the Memorandum of Sale is executed.
10. No representation is or shall be made by the Seller as to any mortgages, liens, or encumbrances of record.
11. No representation is or shall be made by the Seller as to the condition of the Unit or the Condominium. The Unit shall be purchased "as is."
12. The Unit shall be purchased subject to any and all benefits and restrictions as may be imposed by the Master Deed, Declaration of Trust, By-Laws, Rules and Regulations, and or M.G.L. c. 183A.

Subject to all mortgages, unpaid taxes, tax titles, governmental liens, and municipal liens and assessments, which precede over the said condominium lien above described, if any.

Other terms to be announced at the sale.

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Attorney for Elm Street Condominium Trust  
David P. Dow, Esquire  
Law Offices of David P. Dow  
21 Water Street  
Amesbury, MA 01913  
(978) 388-6097

AUCTIONEER'S RELEASE DEED

KNOW ALL MEN BY THESE PRESENT, that, pursuant to the

Judgment And Order of the Newburyport District Court, in and for the county of Essex,  
Commonwealth of Massachusetts,  
in the matter of Elm Street Condominium Trust against Diana M. Thomas (a/k/a Diana D'Anna)  
bearing Docket Number. 1122-CV-112

a copy of said Judgment And Order is attached hereto and recorded herewith, I

\_\_\_\_\_, Auctioneer, after advertising said sale as  
provided for in the aforesaid Findings and Order, did sell at public auction all the right, title and  
interest of: The Condominium Unit owned by the Defendant, Diana M. Thomas (a/k/a Diana  
D'Anna), being Unit 3, Elm Street Condominium, with an address of 19 Elm Street, Amesbury, MA  
01913.

for consideration of \$ \_\_\_\_\_, subject to any outstanding encumbrances of record and any  
outstanding municipal taxes and filed liens for taxes, if any, granting such

to: \_\_\_\_\_

(the Grantee)

Thereby releasing to said Grantee such right, title and interest as is permitted to be granted under said  
Judgment And Order with respect to Unit 3 of Elm Street Condominium, a condominium in  
Amesbury, Essex County, Massachusetts, created pursuant to and subject to the provisions of Chapter  
183A of the General Laws of the Commonwealth of Massachusetts by Master Deed dated May 24,  
2004 and recorded in the Essex South Registry of Deeds in Book 22932, Page 439 (hereinafter called  
Master Deed).

The post office address of the Unit is: 19 Elm Street, Unit 3, Amesbury, Massachusetts 01913 and the  
building in which the unit is located is shown on the Site Plan of said Elm Street Condominium, which  
said plan was dated April 20, 2004, as drawn by Bradford Engineering Co., of Haverhill,  
Massachusetts and a complete set of floor plans of the Building entitled Elm Street Condominiums 19-  
25 Elm Street, Amesbury, Mass., dated May 7, 2004 and drawn by Tyrus Porter, Architect, 1 Fruit  
Street, Newburyport, MA (the "Plans") showing the layout, location, Unit numbers and dimensions of  
the Units constituting the Condominium as the said Plans were filed contemporaneously with the  
aforesaid Master Deed with the Essex North District Registry of Deeds.

This Unit is conveyed together with the undivided percentage interest in both the common areas and  
facilities of the condominium, together with such other rights and easements and obligations  
appurtenant to the unit, as may be set forth in any documents governing the operation of the  
condominium, including without limitation the Master Deed, the Declaration of Trust (the By-Laws)  
of the organization of unit owners, and any administrative rules and regulations adopted pursuant  
thereto and subject to the same.

The condominium and each of the units is intended for residential purposes and other uses permitted  
by the applicable zoning ordinances and as set forth in the Master Deed, (the Declaration of Trust,) and  
the By-Laws.



This conveyance is further made subject to any and all of the provisions and requirements of Massachusetts General Laws, Chapter 183A, § 6 and Massachusetts General Laws, Chapter 254, §§5 and 5A, and such liens of record as, by said statutes, survive this sale.

For my right to convey said title see the Judgment And Order hereinabove referred to.

Meaning and intending to convey and hereby conveying the same premises conveyed by Unit Deed from Tracy K. Healy to Diana M. Thomas (a/k/a Diana D'Anna) dated June 1, 2004 recorded in the Essex South Registry of Deeds in Book 22935, Page 138 and more particularly described as follows: Said Unit is situated at 19 Elm Street, Unit 3, Amesbury, Essex County, Massachusetts in the Condominium known as Elm Street Condominium and created by Master Deed dated May 24, 2004 and recorded in the Essex South Registry of Deeds in Book 22932, Page 439.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

\_\_\_\_\_ AUCTIONEER

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_ ss. \_\_\_\_\_ 2011

Then personally appeared before me the above-named \_\_\_\_\_ and having provided satisfactory evidence of identity to-wit \_\_\_\_\_, and acknowledged that he/she executed this Instruments as his/her own free act and deed before me:

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My commission expires:

MEMORANDUM OF SALE OF REAL PROPERTY AT AUCTION

Date: \_\_\_\_\_ 2011

Amesbury, Massachusetts

I hereby acknowledge to have this day purchased at sale at Public Auction of \_\_\_\_\_, Auctioneer, for the sum of \_\_\_\_\_ (\$ \_\_\_\_\_)

that certain condominium unit, designated Unit 3 of the Elm Street Condominium, located at 19 Elm Street, Unit 3, Amesbury, MA 01913 in Essex County. Now or formerly of Diana M. Thomas (a/k/a Diana D'Anna), and described in the Auctioneer's Notice of Sale hereto attached, to be conveyed by a good and sufficient Auctioneer's Release Deed, subject to restrictions, orders of conditions, easements, improvements, outstanding tax titles, municipal or other public taxes or assessments, federal or state tax liens, other liens or claims in the nature of liens and existing encumbrances of record which have priority over the lien being foreclosed upon, if there be any, including but not limited to, those encumbrances and liens specifically set forth in the printed notice of sale; outstanding water bills, water liens and water taxes, if any; violations, if any, of the state sanitary code or any other Federal, state or local statute. public health rule, or regulation as may be in force and effect; and rights of persons under the soldiers' and sailors' civil Relief Act of 1940; and further subject to any tenant or tenancies, if there be any, and all other matters provided for in M.G.L. c 183A, §6, and M.G.L.c. 254, §§ 5 and 5A. I further acknowledge that I am purchasing the Unit "as is". I agree to comply with the terms of sale as stated by the Auctioneer and hereto annexed having paid Five Thousand Dollars (\$5,000) as a non-refundable deposit, being agreeable to the terms of sale. A copy of the form of deed to be delivered is also hereto annexed.

The sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in cash or certified check or bank check has been paid into the hands of the Auctioneer at the time and place of sale to bind the sale to be forfeited to the use of the Seller in case the Purchaser shall fail to comply with the residue of the terms of sale, but a forfeiture of said sum shall not release the Purchaser of his liability under the contract. The balance of the purchase money is to be paid in cash or certified check or bank check in accordance with the terms of the sale.

An Auctioneer's Release Deed is to be delivered to Purchaser at the time and place of settlement, to wit: the office of Attorney David P. Dow, 21 Water Street, Amesbury, Massachusetts or such other attorney as may be designated by Attorney David P. Dow. It shall be the Purchaser's sole and exclusive duty to record any and all documents that may need to be recorded under common practice or by such standards of the Massachusetts Conveyancers Association or other applicable title standards. Said Auctioneer's Release Deed is to be delivered on \_\_\_\_\_ Day of \_\_\_\_\_ 2011 at \_\_\_\_\_ am/pm.

No personal property of any nature is included in this contract of sale. Rents, interest, water rates and condominium common fees are to be settled on the date of delivery of the deed.

Prior to and at the time of this sale the following liens and encumbrances are known to exist with regard to this condominium unit:

A Judgment Lien By virtue of a Judgment and Order of the Newburyport District Court (docket no.1122-CV- 112) in favor of the Elm Street Condominium Trust

B. The Master Deed, Declaration of Trust, By-Laws and Rules and Regulations.

C. Municipal taxes, including sewer charges.

D. Massachusetts Department of Revenue lien.

D. All other recorded liens, if any.

I have read the above and agree to be bound by it and other terms of sale as well as the additional terms which are attached to this Memorandum.

PURCHASER: \_\_\_\_\_

The above sale is hereby confirmed.

AUCTIONEER: \_\_\_\_\_





Map/Lot/Unit : 53 / 45/C / 1  
 Location: 19 ELM ST #3  
 Owner Name: THOMAS DIANA M  
 Account Number: 53/45/C

**Parcel Value**

Item	Current Assessed Value	FY 2011 Assessed Value
Improvements	140,700	140,700
Land	0	0
<b>Total:</b>	<b>140,700</b>	<b>140,700</b>

**Owner of Record**

THOMAS DIANA M

**Ownership History**

Owner Name	Book/Page	Sale Date	Sale Price
THOMAS DIANA M	22935/ 138	6/2/2004	162,200
HEALEY TRACY K	22932/ 439	6/2/2004	100

**Land Use**

Land Use Code	Land Use Description
1021	Condominium

**Land Line Valuation**

Size	Frontage	Zone	Neighborhood	Assessed Value
0.00 AC		CB		0

**Construction Detail**

Building # 1	MODEL Res Condo	Grade Average
STYLE Condo	Interior Wall 1: Drywall/Sheet	Interior Floor 1 Carpet
Stories: 2	Heat Fuel: Gas	Heat Type: Hot Water
Interior Floor 2 Vinyl/Asphalt	Ttl Bedrms: 1 Bedroom	Ttl Bathrms: 1 Full
AC Type: None	Bath Style: Average	Kitchen Style: STANDARD
Total Rooms: 3	Cmrc Units: 2	Res/Com Units: 4
Residential Units: 4	Roof Structure Gable/Hip	Exterior Wall 1: Vinyl Siding
Roof Cover Asph/F GlS/Cmp		
Grade Average		

**Building Valuation**

Living Area: 829 square feet	Replacement Cost: 165,561	Year Built: 1990
Depreciation: 15%	Building Value: 140,700	

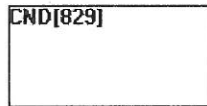
**Extra Features**

Code	Description	Units
No Extra Building Features		

**Outbuildings**

Code	Description	Units
No Outbuildings		

**Building Sketch**



**Subarea Summary**

Code	Description	Gross Area	Living Area
CND	CONDO	829	829