

MORTGAGEES SALE OF REAL ESTATE

# AUCTION

**9 FIFTH STREET - DOVER, NH  
TEN UNIT ROOMING HOUSE  
THURSDAY, JUNE 26TH AT 10:30 A.M.  
ATTENTION INVESTORS!**



Assessed Value: \$272,300

Legal Reference: Bk 2261 Pg 554

Terms of Sale: \$5,000 in cash or certified check

For complete terms and information :

**[mcinnisauctions.com](http://mcinnisauctions.com)**

**John McInnis**  
AUCTIONEERS • APPRAISERS

978-388-0400 NH Lic# 2182

76 Main Street

Amesbury, MA 01913

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# AUCTION

## AUCTIONEERS DISCLAIMER

IMPORTANT INFORMATION FOR PROSPECTIVE BIDDERS

THE INFORMATION SET FORTH IN THIS PACKET IS BELIEVED TO BE CORRECT.

HOWEVER, THE MORTGAGEE OF THIS PROPERTY AND JOHN MCINNIS

AUCTIONEERS MAKE NO WARRANTIES OR GUARANTEES

AS TO THE ACCURACY OF THIS INFORMATION.

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

THE AUCTIONEER HEREBY DISCLOSES HE/SHE IS ACTING SOLELY AS AN  
AGENT FOR THE MORTGAGEE'IN THE MARKETING, NEGOTIATIONS AND SALE  
OF THIS PROPERTY. THE PURCHASER(S) AGREE THAT THE MORTGAGEE AND

AUCTIONEER MAKE NO WARRANTIES OF ANY KIND.

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MORTGAGEE AND AUCTIONEER MAKE NO WARRANTIES OF ANY KIND

# **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 Mortgagee's Sale of Real Estate Auction to be held on Thursday, June 26 at 10:30 a.m. John McInnis Auctioneers has been hired by The Provident Bank and their attorney Jonathan M. Flagg, Flagg Law, PLLC, Portsmouth, NH, to offer this ten unit rooming house 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 P. McInnis*

*John McInnis Auctioneers*

# AUCTION

9 FIFTH STREET - DOVER, NH  
THURSDAY, JUNE 26 @ 10:30 A.M.



## BUYER BENEFITS

ATTENTION INVESTORS!  
10 UNIT ROOMING HOUSE  
12 ROOMS  
10 BEDROOMS  
2 BATHS

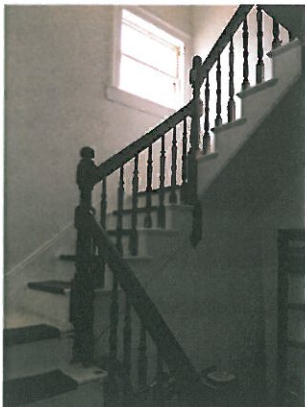


3,654+/- SQ FT  
OF LIVING SPACE

7,078 SQ FT. LOT



PUBLIC WATER AND SEWER



ASSESSED VALUE: \$272,300

# Residential Property Record Card - Dover, New Hampshire

Property Location:

9 Fifth St

Parcel ID: 05015-000000

Map Block No. 5-15-0-0

Class: A

Use: 121 Card 1 of 1

<p><b>Current Owner</b></p> <p>Avalon Investment Inc 175 South Rd Brentwood Nh 03833</p>	<p><b>Previous Owner History</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Name</th> <th>Deed</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>Bograkos Nicholas</td> <td>796/235</td> <td></td> </tr> </tbody> </table>	Name	Deed	Date	Bograkos Nicholas	796/235		<p><b>Miscellaneous</b></p> <p>Deed Info: 2261/554-12/29/2000 Zoning: CBD Neighborhood: 1105 Living Units: 10</p>	<p><b>Assessment Information</b></p> <p>Assessed Value: * Prior 83,300 Land: 189,000 Building: 272,300 Total: 461,300</p>																		
Name	Deed	Date																									
Bograkos Nicholas	796/235																										
<p><b>Notes</b></p> <p>Corner Lot</p>	<p><b>Entrance Information</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Date</th> <th>Time</th> <th>ID</th> <th>Actv</th> <th>Entrance Code</th> <th>Sourc</th> </tr> </thead> <tbody> <tr> <td>07/21/2005</td> <td>P</td> <td>RC</td> <td></td> <td>Entry Gained</td> <td>Owner</td> </tr> <tr> <td>03/30/2010</td> <td>F</td> <td>TC</td> <td></td> <td>Not At Home</td> <td></td> </tr> <tr> <td>04/21/2009</td> <td>F</td> <td>TC</td> <td></td> <td>Not At Home</td> <td></td> </tr> </tbody> </table>			Date	Time	ID	Actv	Entrance Code	Sourc	07/21/2005	P	RC		Entry Gained	Owner	03/30/2010	F	TC		Not At Home		04/21/2009	F	TC		Not At Home	
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03/30/2010	F	TC		Not At Home																							
04/21/2009	F	TC		Not At Home																							
<p><b>Estimates</b></p> <p>MRA: Effective DOV: 4/1/2013 Weighted: Value Flag: COST VALUE Market:</p>																											

**Sales History**

Book/Page	Date	Price	Type	Validity
2261/554 796/235	12/27/2000	225,000	2	

**Permit Information**

Date	Permit #	Price	Purpose	% Comp.
10/31/2006	FLAG		Ckuse/Nhbd/Cond	100
07/15/2004	4-352	38,000	Remodel Ab2	100

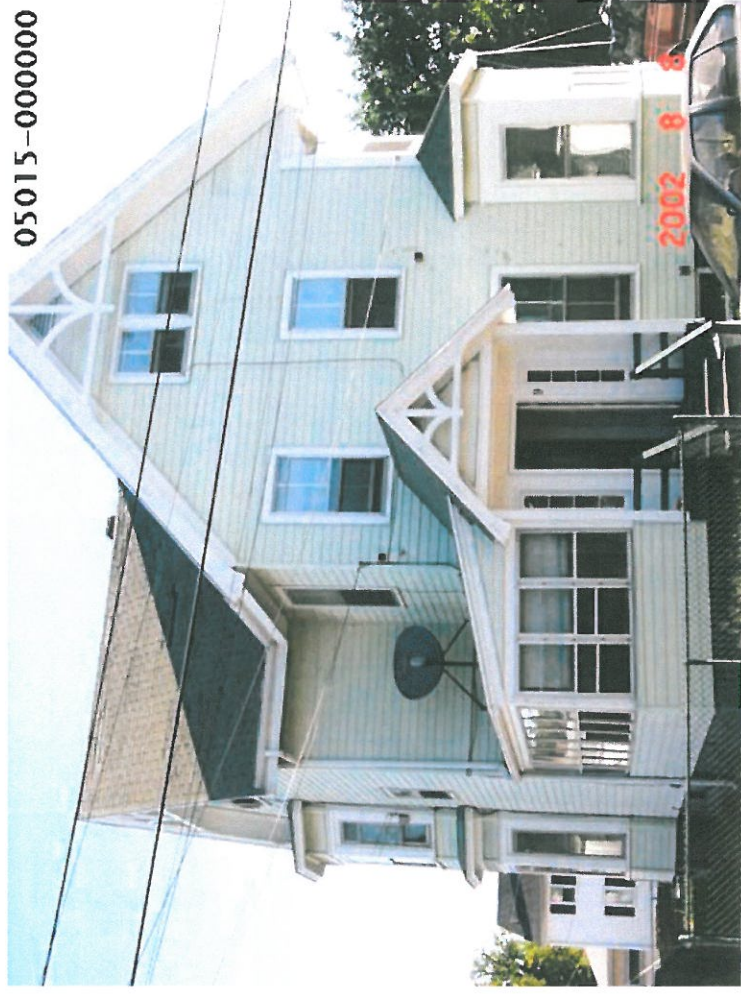
**Land Information**

Type	Size	Grade	Influence Factor 1 and 2
Primary	A	0.33	0

**Total Acres for this Parcel** 0.33

**Out Building Information**

Type	Qty	Year	Size1	Size2	Grade	Cond
Flat Barn	1	1920	20	40	C	A
Shed-Frame	1	1920	4	40	C	A
	0	0	0	0	0	0
	0	0	0	0	0	0
	0	0	0	0	0	0
	0	0	0	0	0	0



Inspection witness by: \_\_\_\_\_

THIS IS UNOFFICIAL WORK-IN-PROGRESS AND SUBJECT TO CHANGE

# Residential Property Record Card - Dover, New Hampshire

Property Location:  
9 Fifth St

Parcel ID: 05015-000000

Map Block No. 5-15-0-0

Class: A Use:

121 Card 1 of 1

## Dwelling Information

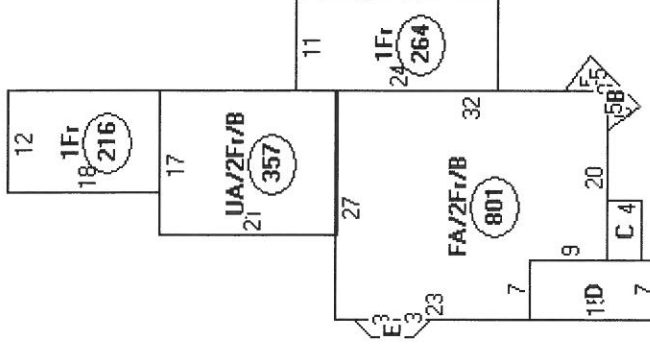
Style: Conventional  
 Condo Style:  
 Exterior Walls: Alum/Vinyl  
 Story Height: 2.0  
 Attic: Full Finish  
 Interior/Exterior: Same  
 Basement: Full  
 Bsmt Garage: 0  
 Rec Room size: 0 0  
 FBLA size: 0 0  
 Unfinished Area: 0  
 Inlaw Apts: 0  
 WB Fireplace: Stacks 0 Openings 0  
 MTL Fireplace: Stacks 0 Openings 0  
 Heating Type: Basic  
 Fuel: Oil  
 Heating System: Steam/Hot Wa  
 Year Built: 1920  
 Eff. Yr Built: 0  
 Ground Fir Area: 801  
 Tot Living Area: 3170  
 Basement Area: 1198  
 Grade: B-  
 Condition: Fair  
 CDU: FR

### Building Notes:

Rooms:	0	0	0	0	12
Bedrooms:	0	0	0	0	11
Full Baths:	0	0	0	0	2
Half Baths:	0	0	0	0	0
Add'l Fixtures:	0	0	0	0	0

## Additional Information

Low	1st	2nd	3rd	Tot	Area
50	15	26			
	11	28			
	12	105			
50	15	15	14		
50	10	10	18		
	10				216
	10				264



## Descriptor/Area

- A: FA/2Fr/B 801 sqft
- B: FBAY/B 26 sqft
- C: OFF 28 sqft
- D: EP 105 sqft
- E: 2FBAY/B 14 sqft
- F: UA/2Fr/B 357 sqft
- G: 1Fr 216 sqft
- H: 1Fr 264 sqft

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## NOTICE OF MORTGAGEE'S SALE

By virtue of the statutory power of sale contained in a certain mortgage given by Avalon Investments, LLC, dated September 21, 2004, to The Provident Bank of 5 Market Street, P.O. Box 37, Amesbury, Massachusetts 01913 and recorded in the Strafford County Registry of Deeds at Book 3069, Page 418; said mortgage being Amended and Restated on January 26, 2010 and recorded in said Registry at Book 3817, Page 611, the subscriber pursuant to and in execution of said power of sale and for breach of conditions of said mortgage and a note which it secures, including but not limited to, non-payment of principal and interest when due, and for the purpose of foreclosing same, will sell at public auction on June 26, 2014, at 10:30 in the morning on the mortgaged premises at 9 Fifth Street, Dover, County of Strafford, State of New Hampshire, being the same premises described in the same mortgage as follows:

A certain tract or parcel of land, with the buildings thereon, known as 9 Fifth Street, being situate in said Dover, at the northeast corner of the intersection of Chestnut and Fifth Streets, bounded and described as follows; viz:

Commencing at the northwest corner of said Chestnut Street and running southerly on Chestnut Street one hundred (100) feet, more or less; thence easterly on Fifth Street seventy-five (75) feet, more or less, to land formerly of the Estate of Patrick Farrell; thence northerly by said Farrell's land ninety (90) feet to land now or formerly of Mrs. Thomas Leigh; thence westerly by said Leigh's land to land now or formerly of Abbie and Martha French seventy-four (74) feet to the point begun at, said premises being numbered nine (9) on Fifth Street.

Excepting, reserving and subject to all rights-of-way, easements, restrictions, covenants and conditions of record. All further restrictions, conditions, and reservations set forth in said mortgage may be examined by anyone wishing to do so by appointment at the law offices of Flagg Law, PLLC, 93 Middle Street, Portsmouth, New Hampshire.

The above described premises shall be sold subject to unpaid taxes, prior liens and other enforceable encumbrances which are by law preferred over this mortgage. The mortgagee makes no warranties as to title or priority of lien. The above described premises shall also be sold on an AS IS and WHERE IS basis, without any warranties whatsoever as to the condition of the premises and shall be sold subject to and without limitation to any and all provisions of the municipal zoning ordinance, state and federal land use regulations and local taxes.

Terms of Sale: \$5,000.00 cash or certified check acceptable to the Mortgagee as down payment towards the purchase price to be paid at the time of sale; balance to be paid in forty days or on delivery of deed, at option of the mortgagee; down payment shall be forfeited to the Mortgagees in the event the highest bidder shall fail to consummate the sale.

THE MORTGAGEE HEREBY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND THE RIGHT TO CHANGE THE FOREGOING TERMS OF SALE BY ANNOUNCEMENT, WRITTEN OR ORAL, MADE BEFORE THE AUCTION SALE, OR AT THE COMMENCEMENT THEREOF, AND SUCH CHANGE OR CHANGES SHALL BE BINDING UPON ANY BUYER AS CONSTRUCTIVE NOTICE BY VIRTUE OF THIS

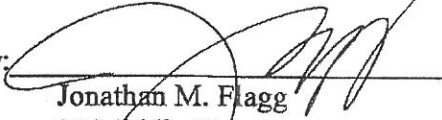
CLAUSE. THE MORTGAGEE FURTHER RESERVES THE RIGHT TO ADJOURN THE SALE TO ANOTHER DATE AND TIME, AFTER NOTICE THEREOF BY ANNOUNCEMENT AT THE TIME OF SALE.

The person conducting this sale shall have the right to qualify each bidder in advance of the sale by inspecting his certified check or cash. For questions regarding the subject property, please contact: John McInnis of John McInnis Auctioneers, 76 Main Street, Amesbury, Massachusetts at (978) 388-0400.

NOTICE TO MORTGAGOR AND ALL INTERESTED PARTIES: YOU ARE HEREBY NOTIFIED THAT YOU HAVE THE RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES IS SITUATED WITH SERVICE UPON THE MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORECLOSURE SALE.

The Provident Bank,  
By their Attorneys,  
FLAGG LAW, PLLC

By:

  
Jonathan M. Flagg  
93 Middle Street  
Portsmouth, NH 03801  
(603) 766-6300

Dated: May 27, 2014

**MEMORANDUM OF SALE BY FORECLOSURE**

(Foreclosure of Mortgage)

Date: June 26, 2014

Dover, NH

I hereby acknowledge to have this date purchased Mortgagee's Sale at Public Auction for the sum of \$ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), that certain tract of land with the buildings thereon, being situate at 9 Fifth Street, Dover, State of New Hampshire, described in Notice of Mortgagee's Sale hereto attached and I agree to comply with the terms of the sale as therein stated and with the additional terms as stated by the Auctioneer and hereto annexed, having paid into the hands of the Auctioneer the sum of Five Thousand Dollars (\$5,000.00) in accordance with the terms of sale. I hereby agree to forfeit said sum to the Mortgagee should I fail to comply with the remainder of the terms.

The balance of the purchase money is to be paid in cash or certified bank check in accordance with the terms of the sale.

I further agree to pay all of the transfer taxes and all recording fees incurred as a result of this conveyance.

**SELLER NOTICES:**

Pursuant to New Hampshire RSA 477:4, Sellers hereby provide Buyers with the following notices and, by execution of this Agreement, Buyers acknowledge receipt of said notices:

- a. Radon Gas: Radon gas, the product of 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.
- b. 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.

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

\_\_\_\_\_

Purchaser

\_\_\_\_\_

Address

\_\_\_\_\_

Telephone

\_\_\_\_\_

Social Security Number

The above sale is hereby  
confirmed.

\_\_\_\_\_

Auctioneer or Attorney

### ADDITIONAL TERMS

1. The successful bidder shall be required to execute a Memorandum of Sale upon acceptance of the bid.
2. The successful bidder shall deposit the required deposit with the Auctioneer which deposit shall become the property of the seller immediately.
3. No adjustment shall be made for real estate taxes, senior liens, assessments, or other municipal charges, liens, or claims in the nature of liens up to the date of delivery of the deed.
4. The title to the premises shall be that which was conveyed by mortgage deed to the mortgagee, and the purchaser shall take title to the premises by the usual deed under power.
5. The premises shall be conveyed subject to any tenants in occupancy and subject to any leases, if any, affecting said premises.
6. No representation is made by the mortgage holder, what, if any, the monthly rental income from such tenancies.
7. Said premises shall be sold and conveyed without representation or warranty as to their condition, construction, or fitness for habitation, or whether they conform to applicable state or local building and sanitary codes.
8. No warranty is made as to status of title.
9. Failure of any bidder to consummate the sale shall constitute an assignment of the purchase and sales agreement to the next highest bidder for the amount of their bid, at the sole option of the mortgagee.
10. Buyer shall pay a closing fee to Flagg Law in the amount of \$350.00 which shall cover the Seller's cost of closing.



**AN INVITATION TO ALL LICENSED REAL  
ESTATE BROKERS AND SALESPERSONS**

**9 FIFTH STREET - DOVER, NH  
THURSDAY, JUNE 26<sup>TH</sup> AT 10:30 A.M.**

*Broker Participation is invited.*

*At this auction John McInnis Auctioneers will offer a  
ONE AND A HALF PERCENT (1.5%) commission to any Licensed Broker or  
Salesperson who has procured a Buyer through his or her own efforts.*

*\*\*Remember you must pre-register, (48 HOURS prior to the sale) your bidder and  
complete a Broker's Participation Form to be eligible for the commission.*

*The registration form is included in the  
Property Information Packet on our website.*

*Please visit our website at [www.mcinnisauctions.com](http://www.mcinnisauctions.com) for further details.*

*76 Main Street ◊ Amesbury, Massachusetts 01913 ◊ (978)-388-0400  
[mcinnisauctions@yahoo.com](mailto:mcinnisauctions@yahoo.com)*

**PREVIEW: DRIVE BY RECOMMENDED**



**BUYER'S BROKER REGISTRATON FORM**

Broker/Salesperson: \_\_\_\_\_  
Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

Dear John McInnis Auctioneers,

As a licensed real estate broker/salesperson I, \_\_\_\_\_  
License Number \_\_\_\_\_ (attach copy of Real Estate  
License),

Wish to register my client:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

For the upcoming auction of the following property: **9 FIFTH STREET – DOVER, NH**  
with an opening bid amount of \$\_\_\_\_\_.

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 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.

A **ONE AND ONE HALF PERCENT (1.5%) commission** of the hammer price will be paid to a Licensed Broker who has procured a Buyer through his or her own efforts.

**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

\_\_\_\_\_  
Witness

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