



Owners Absolute Real Estate Auction

~Property Information Packet~

TWO UNIT – RECENTLY UPDATED

Thursday Aug 14, 2008
11:00 AM

*~ 24 Portland Street ~
Haverhill, Massachusetts*



Open House:
Sunday - August 10th
1-3 PM
Or by appointment
Auction Day: 10 AM until Sale

Great Opportunity
Rental Investment!

mcinnisauctions.com

76 Main Street - Amesbury, Massachusetts 01913



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JOHN McINNIS
AUCTIONEERS

76 MAIN STREET
AMESBURY, MASSACHUSETTS 01913
www.mcinnisauctions.com
1-800-822-1417

**IMPORTANT INFORMATION FOR
PROSPECTIVE BIDDERS**

AUCTIONEER'S DISCLAIMER

THE INFORMATION SET FORTH IN THIS PACKET IS BELIEVED TO BE CORRECT AND IS BEING MADE AVAILABLE FOR INFORMATION PURPOSES ONLY. THE 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 BASIS.

***THIS IS AN ABSOLUTE AUCTION
TO BE SOLD TO THE HIGHEST BIDDER REGARDLESS OF PRICE!***

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

1-800-822-1417

Dear Prospective Bidder,

Thank you for inquiring on our upcoming on site Real Estate Auction to be held on Thursday, August 14th at 11 am. John McInnis Auctioneers is proud to offer this two unit home, ideal for an income producing investment! Both units are currently rented.

The owner of this property has chosen the auction method of marketing to sell this two unit home, because of their faith in the quick and simple process of selling real estate at auction. Their decision allows you to set the market price for this wonderful property with your bid. You will buy the property at the lowest possible price by bidding one increment higher than the competition. What an opportunity!

As you know the property is being sold “as is, where is, with all faults”, be sure to attend one of the scheduled “open house” previews, as it will allow you to view the property and answer any questions you may have. Open House for this auction has been scheduled for Sunday, August 10th from 1-3 pm or by appointment and auction day 10:00 am until sale.

This is an absolute auction and will be sold to the highest bidder regardless of price. Remember, this is not a foreclosure sale. When you purchase this home you receive clear marketable title.

Please remember to have the \$5,000.00 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. 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

Owners Absolute Real Estate Auction

Two Unit - Recently Updated
24 Portland Street - Haverhill, MA

AUCTION DATE:

Thursday August 14th

To Be Held On Site
AT 11:00 AM

Open House:

Sunday, August 10th 1-3 pm

Or by appointment

Auction Day 10:00 am until sale

Terms of Sale: *A deposit, of Five Thousand Dollars (\$5,000.00) must be presented in cash, certified or bank check. Balance in 45 days.*

- A.** Make the certified deposit check payable to yourself. If you are the successful bidder, you will endorse the check to John McInnis Auctioneers, Escrow Agent.
- B.** Closing will take place on or before 45 days from the auction unless otherwise agreed upon by Seller, in writing.
- C.** The property is being sold **“as is, where is, with all faults”**. We encourage you to attend the preview showing and thoroughly inspect the property. You must to rely on your own inspection and judgment when bidding on this property.
- D.** This is an absolute auction and will be sold to the highest bidder regardless of price.
- 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.** Buyer acknowledges that the units are currently being occupied by *“Tenants at Will”*
- G.** A Buyer’s Premium of **TEN PERCENT (10%)** will be added to the high bid. Their sum will constitute the Total Purchase Price. See Buyer’s Premium explanation elsewhere in this Bidder Information Packet.
- H.** Other terms if any to be announced at the auction sale.

BUYER'S PREMIUM EXPLANATION

There will be a Buyer's Premium of **TEN PERCENT** (10%) added to the high bid.

The total of the high bid plus the 10% Buyer's Premium shall constitute The Contract Sales Price.

EXAMPLE:

Bid Price: \$100,000.00

Add 10% Buyer's Premium: \$ 10, 000.00

Contract Sales Price: \$110,000.00

The Contract Sales Price represents the total due from the buyer and will be the amount entered on the Purchase and Sale Agreement.

1-800-822-1417

TERMS AND CONDITIONS OF SALE

1. Auctioneer is John McInnis Auctioneers, 76 Main Street, Amesbury, Massachusetts. **Massachusetts Auctioneer's License #AU770.**
2. The Seller is **The 24 Portland St LLC**, herein, "Sellers".
3. This sale is of certain real property; **Two Unit**

Located at:

24 Portland Street • Haverhill, Massachusetts

The property will be sold "AS IS, WHERE IS, WITH ALL FAULTS".

4. A description of said Property to be sold is contained herein. Said real estate is described in a deed recorded in the **Essex** County Registry of Deeds, Book **23550**, Page **591**.
5. The sale may be adjourned from time to time as the Auctioneer may determine.
6. **TERMS OF SALE:** An initial deposit of **Five Thousand Dollars (\$5,000.00)** in cash, certified or bank check will be required at the time and place of the auction to register to bid on the property. **Balance in 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 an absolute auction and will be sold to the highest bidder regardless of price. At the completion of the sale, the highest bidder will sign a Purchase and Sale Agreement in the form of the specimen attached hereto, the terms of which are incorporated herein.
8. The balance of the purchase price payable by the successful bidder shall be made in cash, certified check, cashier's or bank check. Closing is to be held no more than **forty five (45) days** following the date of the Purchase and Sale Agreement.
9. Seller will convey good and marketable title to said property, free and clear of all encumbrances, except building and/or zoning restrictions of record, restrictive covenants of record, usual public utilities associated with servicing of property and easements/right-of-way which exist on the face of the earth.

10. Buyer may examine title for 10 days after the day the bid is accepted and shall within that time notify seller in writing of any defects in title that may render the title unmarketable in accordance with the standards adopted by the Massachusetts State Bar Association. Sellers shall have 30 days to cure any defects of title so brought to its attention that may render the title unmarketable. Buyer shall have the right to rescind and be refunded his deposit where defects of title that render the title unmarketable are not cured by sellers with the above-stated number of days.
11. In the event that the highest bidder fails to comply with any of the terms and conditions of sale, said bidder's deposit will be retained by the Seller, unless the Auctioneer, in its sole discretion, reopens the bidding, and the new highest bidder immediately executes a Purchase and Sale Agreement. Upon close of bidding and compliance with the terms of sale, the Auctioneer shall declare that the terms of the sale have been complied with and that the public sale is closed. If the Buyer fails to perform at closing, the Sellers will retain the Buyer's deposit. A bidder or buyer whose deposit is retained under this paragraph shall be responsible for any and all consequential damages and additional costs, deficiencies, expenses and losses suffered as a result of his failure to perform, including without limitation, any attorney's fees.
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.

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.

- 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.** Buyer acknowledges that the units are currently being occupied by *"Tenants at Will"*
- 19.** Other terms or conditions may be announced at the sale.

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):

BUYER(S):

The 24 Portland St LLC
c/o Eileen Kreider

Address:

Address: _____

24 Portland Street Haverhill, MA

Tel. No: _____

Tel.No. _____

2. PROPERTY:

DEED REFERENCE: Book 23550 Page 591

3. BID PRICE (HAMMER PRICE)

\$ _____

3A. 10% BUYERS PREMIUM

\$ _____

TOTAL PURCHASE PRICE DUE FROM BUYER

\$ _____

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

5,000.00

\$ _____

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 **Sept 29, 2008**, at a time and place to be agreed upon. If no time and place is agreed upon, title shall be transferred at the **Essex County Registry** of Deeds on or before **Sept 29, 2008**.

5. Title shall be transferred by a _____ **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. Buyer acknowledges that the units are currently being occupied by *“Tenants at Will”*

Aug 14, 2008
Buyer _____ Date _____ SS#:

Aug 14, 2008
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.

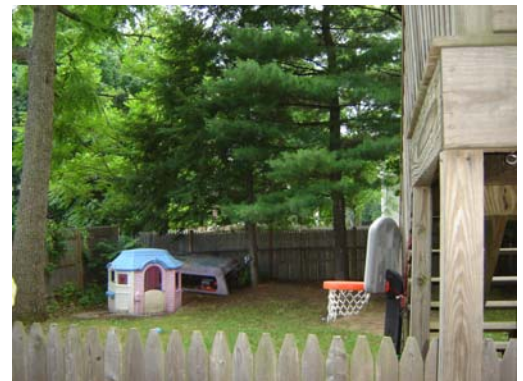
Aug 14, 2008
Seller _____ Date _____ SS#:

Aug 14, 2008
Seller _____ Date _____ SS#:

Aug 14, 2008
Auctioneer _____ Date _____

PROPERTY DESCRIPTION

DESCRIPTION:	Multi Garden Style – Two Unit – Recent Updates	
TOWN:	Haverhill, Massachusetts	
LOCATION:	24 Portland Street	
BUILT:	1875	
STYLE:	Multi-Grdn	
LAND:	.138 +/- acres	
LIVING SPACE SQ FT:	3,071 +/- square feet	
TOTAL ROOMS:	12 Rooms	
BATHROOMS:	3 Baths	
ROOF SURFACE:	Asphalt Shingles	
SIDING:	Vinyl	
INSULATION:	Unknown	
HEATING:	Steam/Gas	
WATER:	Town	
SEWER:	Town	
RENTAL INFO:	Both units are currently being rented to <i>Tenants at Will.</i>	
RENTAL AMOUNT:	\$1,000.00 per month	\$900.00 per month
MUNICIPAL DATA:	Town of Title Reference: Date Recorded: Assessed Value: Tax Bill:	Haverhill, Massachusetts Book 23550, Page 591 10/27/2004 \$305,200.00 \$ 1,605.34



PARTICIPATION INFORMATION
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: _____,
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.

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 **TWO PERCENT (2%) commission** 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

FINANCING AVAILABLE

TO

QUALIFIED BUYERS

THROUGH

MERRIMAC SAVINGS BANK

Please Contact:

Eileen Doughty

**1 West Main Street
Merrimac, MA 01860**

Office: 978.346.8661

Fax: 978.346.7155

Cell: 978.376.7316

Email: ead@merrimacbank.com

We provided the name of the above mentioned lender and their contact for your convenience. We make no representation as to the availability of financing or to individual's ability to qualify for financing. Additionally, we recommend to interested parties, that the successful buyer(s) must close on the property according to the terms of sale and the closing **is not** contingent upon financing.

REAL ESTATE ABSENTEE BID FORM

I, _____ (Name)

Of, _____ (Address),

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

Two Unit

Street Address: **24 Portland Street - Haverhill, MA**

County: **Essex** State of: **Massachusetts**

Amount of Bid: \$

I understand that John McInnis Auctioneers will be auctioning this property on: **Aug 14, 2008**. 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 and 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 attorneys 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: _____, 2008

Witness

Signature

Print Name

Unofficial Property Record Card - Haverhill, MA

General Property Data

Parcel ID 109-18-14	Account Number
Prior Parcel ID --	
Property Owner THE 24 PORTLAND ST LLC C/O EILEEN KAREIDER	Property Location 24 PORTLAND ST
Mailing Address 18 KLEYONA AVE	Property Use TWO FAM
	Most Recent Sale Date 10/27/2004
	Legal Reference 23550-591
City PHOENIXVILLE	Grantor 24 PORTLAND STREET NOMINEE TR,
Mailing State PA Zip 19460	Sale Price 100
ParcelZoning	Land Area 0.138 acres

Current Property Assessment

Card 1 Value	Building Value 218,500	Xtra Features Value 0	Land Value 86,700	Total Value 305,200
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Building Description

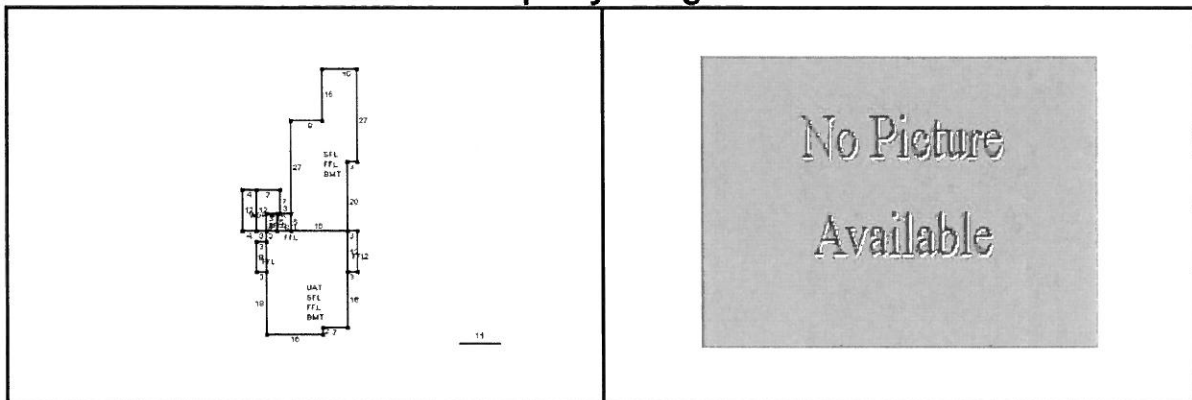
Building Style MULTI-GRDN	Foundation Type BRICKSTONE	Flooring Type SOFTWOOD
# of Living Units 2	Frame Type WOOD	Basement Floor N/A
Year Built 1875	Roof Structure GABLE	Heating Type STEAM
Building Grade AVERAGE	Roof Cover ASPHALT	Heating Fuel GAS
Building Condition Average	Siding VINYL	Air Conditioning 0%
Finished Area (SF) 3071	Interior Walls PLASTER	# of Bsmt Garages 0
Number Rooms 12	# of Bedrooms 6	# of Full Baths 3
# of 3/4 Baths 0	# of 1/2 Baths 0	# of Other Fixtures 0

Legal Description

Narrative Description of Property

This property contains 0.138 acres of land mainly classified as TWO FAM with a(n) MULTI-GRDN style building, built about 1875 , having VINYL exterior and ASPHALT roof cover, with 2 unit(s), 12 room(s), 6 bedroom(s), 3 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.

CITY OF HAVERHILL
Collector of Taxes
Mary E. Roy
P.O. Box 969
Haverhill, MA 01831-1099
Monday-Friday 8am-4pm
Telephone 978-374-2320
www.ci.haverhill.ma.us

FISCAL YEAR 2009 PRELIMINARY REAL ESTATE TAX BILL
Your Preliminary Tax for the fiscal year beginning July 1, 2008
and ending June 30, 2009 on the parcel of real estate
described below is as follows:
2009 RE 2
24 PORTLAND ST
Parcel: 109_18_14

TAXPAYER'S COPY
352

BILL NO.

Preliminary Tax	1,605.34
1st QTR. TAX DUE 08/01/08	802.67
2nd QTR. TAX DUE 11/01/08	802.67

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

From our website you can download forms for voluntary contributions to the City's Education and Scholarship fund.

THE 24 PORTLAND ST LLC
C/O EILEEN KAREIDER
1310 WILLIAM DEWWS DR
PHOENIXVILLE PA 19460-0000



RECEIVED

THE 24 PORTLAND ST LLC
C/O EILEEN KAREIDER
1310 WILLIAM DEWWS DR
PHOENIXVILLE PA 19460-0000

FISCAL YEAR 2009 PRELIMINARY REAL ESTATE TAX BILL
PRINTED 7/15/2008 2009 RE 2
24 PORTLAND ST
Parcel: 109_18_14

To remit payment by mail: fold and tear at perforation and insert in return envelope

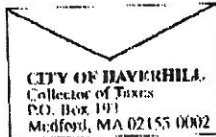
BILL NO. 352

From our website you can download forms for voluntary contributions to the City's Education and Scholarship fund.

2nd QTR. TAX DUE 11/01/08	802.67
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ONLINE CHECK PAYMENTS MUST CONTAIN YOUR BILL NUMBER 352 OR THE PAYMENT WILL BE RETURNED.

Mail check and make payable to:



OR



200300000003525000000000000000000000000000002009220081101000008026786

THE 24 PORTLAND ST LLC
C/O EILEEN KAREIDER
1310 WILLIAM DEWWS DR
PHOENIXVILLE PA 19460-0000

FISCAL YEAR 2009 PRELIMINARY REAL ESTATE TAX BILL
PRINTED 7/15/2008 2009 RE 2
24 PORTLAND ST
Parcel: 109_18_14

To remit payment by mail: fold and tear at perforation and insert in return envelope

BILL NO. 352

From our website you can download forms for voluntary contributions to the City's Education and Scholarship fund.

1st QTR. TAX DUE 08/01/08	802.67
---------------------------	--------

ONLINE CHECK PAYMENTS MUST CONTAIN YOUR BILL NUMBER 352 OR THE PAYMENT WILL BE RETURNED.

Mail check and make payable to:



OR



200300000003525000000000000000000000000000002009120080801000008026782

SELLER'S DISCLOSURE

Property: 24 Portland Street Street, Haverhill, MA

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:

Town/City: **Haverhill**

Type of System: _____

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: N/A

Size: _____ N/A _____

Not Known _____

Location: _____ N/A _____

Not Known _____

Malfunctions: _____

Not Known _____

TOWN SEWERAGE:

Town/City: **Haverhill**

KNOWN HAZARDOUS MATERIALS DISCLOSURE:

A) Asbestos _____

Not Known _____

B) Lead Based Paint _____

Not Known _____

C) Radon _____

Not Known _____

D) Underground Tanks _____

Not Known _____

Seller's Signature

Date

Seller's Signature

Date

Buyer's Signature

Date

Buyer's Signature

Date

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

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND LEAD-BASED PAINT HAZARDS**

Lead Warning Statement

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

Seller's Disclosure(initial)

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

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

Seller has no knowledge of lead-based paint or lead-based paint hazards in the housing.

___(b) Records and reports available to the seller (check one below):

Seller has provided the purchaser will all available records and reports pertaining too lead- based paint and or lead-based paint hazards in the housing (list documents below). _____

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

Purchaser's Acknowledgement (initial)

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

___(d) Purchaser has received the pamphlet *Protect your Family from Lead in your Home.*

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:

TEMPORARILY REDUCING LEAD PAINT HAZARDS BY CLEANING

1. Wear plastic gloves to clean

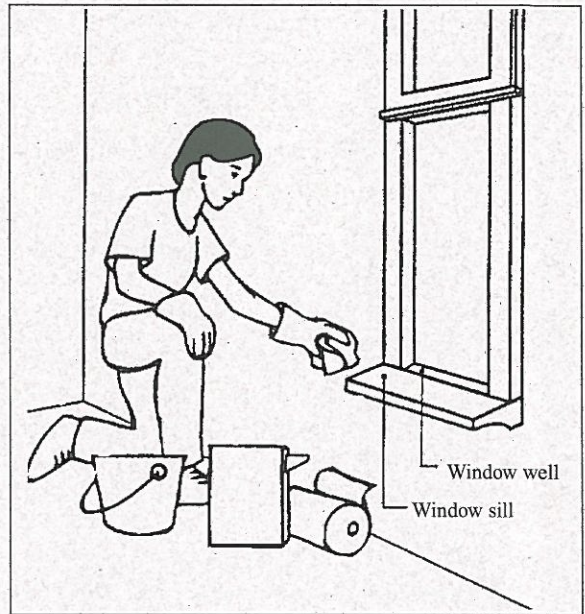
Protect yourself from exposure to lead.

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

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

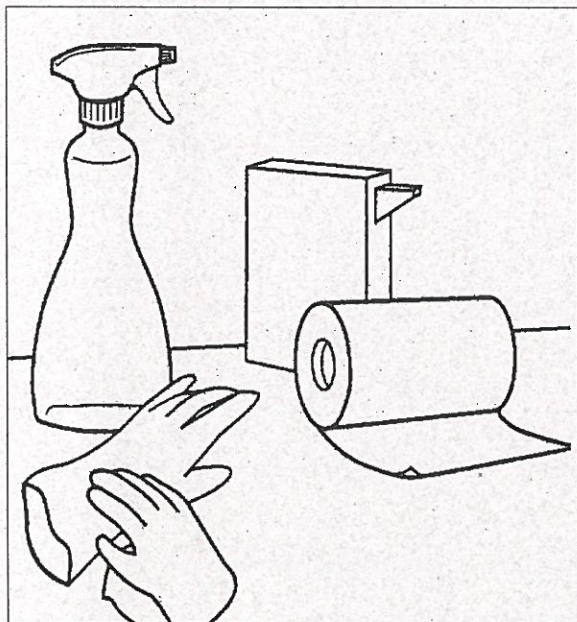
3. Wash household surfaces

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



4. Use a spray bottle to keep dust levels down

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



5. Use paper towels

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

6. Rinse after cleaning

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

7. Clean up properly

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

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

