

AUCTION

MORTGAGEE'S FORECLOSURE SALE

REAL ESTATE



**25 Rolfes Lane
Newbury, Ma**

**Thursday
August 20 @ 10:00 a.m.**

Spectacular 5,000 +/- sq ft custom home situated on almost an acre of land

John McInnis Auctioneers has been hired by the Newburyport Five Cents Savings Bank and their attorney Connolly and Connolly to offer this spectacular home at public foreclosure auction.

Don't miss this opportunity to buy this property at today's market price!



JOHN McINNIS AUCTIONEERS

76 Main Street ~ Amesbury, MA

800-822-1417 ♦ mcinnisauctions.com

MA LIC# 770

Previews:

Drive By Recommended

Auction Day: Registration 1 hr. prior to Sale

Table of Contents

25 Rolfes Lane – Newbury, MA

Disclaimer

Transmittal Letter

Property Description

Mortgagee's Notice Sale of Real Estate

Memorandum of Sale

Foreclosure Deed

Tax Information

Assessor's Card

**IMPORTANT INFORMATION FOR
PROSPECTIVE BIDDERS**

Auctioneer's Disclaimer

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

**BUYERS SHALL RELY ENTIRELY ON THEIR OWN INFORMATION,
JUDGEMENT AND INSPECTION OF THE PROPERTY AND RECORDS. THIS
PROPERTY IS TO BE SOLD ON AN AS IS, WHERE IS 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 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 Mortgagee's Foreclosure Sale of Real Estate Auction to be held on Thursday, August 20 at 10:00 am. John McInnis Auctioneers has been hired by the Newburyport Five Cents Savings Bank and their attorney Connolly & Connolly, Newburyport, Massachusetts to offer this spectacular home situated on almost an acre of land located in Newbury, Massachusetts..

To be eligible to bid, at the time of registration you must present a \$25,000.00 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*

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Edward C. Hill, Jr., Trustee of Rolfe's Lane Realty Trust ("Mortgagor") to Newburyport Five Cents Savings Bank ("Mortgagee") dated May 14, 2003 and recorded with the Essex County South District Registry of Deeds in Book 20832, Page 504, of which mortgage the undersigned is the present holder, for breach of the conditions of said mortgage and for the purpose of foreclosing the same will be sold at Public Auction at 10:00 o'clock A.M. on the 20th day of August, 2009 at 25 Rolfe's Lane, Newbury, Essex County, Massachusetts 01951, all and singular the premises described in said mortgage, to wit:

the land in Newbury, Essex County, Massachusetts, bounded and described as follows:

Two certain parcels of land situate on the Northerly side of Rolfe's Lane, Newbury, Essex County, Massachusetts, being shown as Lot 1, containing 41,942 square feet, more or less, and Lot A, containing 1,850 square feet, more or less, on a plan of land entitled, "Transfer of Land (a portion of Lot #4) David Whalen & Geraldine Young Owners to Edward & Carol Hill," dated May 10, 1988, said plan filed with said Registry, and being more particularly bounded and described as follows:

Beginning at the Southeasterly corner thereof on Rolfe's Lane at Lot 2 as shown on said plan, thence running

NORTH 06 degrees 30 minutes 01 seconds East by Lot 2, 320.00 feet to Lot 4 as shown on said plan; thence turning and running

SOUTH 87 degrees 23 minutes 04 seconds West by Lot 4, 51.73 feet; thence turning and running

NORTH 56 degrees 11 minutes 09 seconds West by Lot 4, 83.07 feet to land now or formerly of Edward and Carol Hill as shown on said plan; thence turning and running

SOUTH 06 degrees 46 minutes 56 seconds West by said land of Hill, 50.00 feet to the Northeasterly corner of land now or formerly of Stewart & McAbe as shown on said plan; thence turning and running

SOUTH 06 degrees 20 minutes 18 seconds West by said land of Stewart & McAbe, 44.12 feet and 122.06 feet; thence turning and running

SOUTH 06 degrees 30 minutes 01 seconds West by said land of Stewart & McAbe 183.22 feet to Rolfe's Lane; thence turning and running Northeasterly by Rolfe's Lane on a curve with a radius of 2,800.00 feet a distance of 134.44 feet to Lot 2 and the point of beginning.

For title see deed at book 9546 page 134.

Premises to be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.

The Mortgagee reserves the right to postpone the sale to a later date by public proclamation at the time and date appointed for the sale and to further postpone at any adjourned sale date by public proclamation at the time and date appointed for the adjourned sale date.

In the event that the successful bidder at the foreclosure sale shall default in purchasing the within described property according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of the foreclosure, the Mortgagee reserves the right to sell the property by Foreclosure Deed to the second highest bidder [or subsequent high bidders] provided that the second highest bidder [or subsequent high bidders] shall deposit with Mortgagee's attorneys, Connolly and Connolly, the amount of the required deposit as set forth herein within three (3) business days after written notice of default of the previous highest bidder and title shall be conveyed to said second highest bidder [or subsequent high bidders] within twenty (20) days of said written notice.

TERMS OF THE SALE: A deposit of \$25,000.00 by certified or bank check will be required to be paid by the purchaser at the time and place of sale. An additional deposit in the amount of \$25,000.00 is to be made by certified or bank check made within three (3) business days of the date of the sale. The balance is to be paid by certified or bank check at the firm of Connolly and Connolly, 51 Green Street, Newburyport, Massachusetts 01950 within thirty (30) days of the date of the sale. The Foreclosure Deed will be provided to the purchaser for recording upon receipt in full of the purchase price. In the event of an error in this publication, the description of the premises contained in said mortgage shall control. The deposit is non-refundable.

The Mortgagee's agent intends to bid at said sale and shall not be required to have a check for the deposit. All other bidders at said sale shall be required to show proof of the necessary deposit satisfactory to the auctioneer and the Mortgagee, as a pre-condition of bidding. A Memorandum of Sale shall be executed by the purchaser. The purchaser shall be responsible for all closing costs, documentary tax stamps and recording fees.

Other terms, if any, to be announced at the sale.

Newburyport Five Cents Savings Bank
Present holder of said Mortgage,

By its Attorneys,
Connolly & Connolly
51 Green Street
P.O. Box 332
Newburyport, MA 01950
Publish: [7/23; 7/30; 8/6]

MEMORANDUM OF SALE

This Memorandum of Sale is made this 20th day of August, 2009, by and among NEWBURYPORT FIVE CENTS SAVINGS BANK, a Massachusetts corporation, whose principal address is 63 State Street, Newburyport, Massachusetts 01950 (the "Mortgagee"), John McInnis of Amesbury, Massachusetts, (the "Auctioneer"), and

_____ (the "Buyer").

1. MORTGAGEE'S SALE AT PUBLIC AUCTION

Pursuant to a public auction conducted on August 20, 2009 by the Auctioneer on behalf of the Mortgagee as foreclosing mortgagee, in exercise of the Power of Sale contained in a Mortgage from Edward C. Hill, Jr., Trustee of Rolfe's Lane Realty Trust dated May 14, 2003 and recorded with Essex South District Registry of Deeds as Book 20832, Page 504, and subject to and in accordance with the terms and conditions set forth in that certain Notice of Sale attached hereto as Exhibit A and incorporated herein by reference, and as supplemented by further terms set forth below, the Buyer as the highest bidder agrees to purchase the real property described below (the "Property").

2. DESCRIPTION OF THE PROPERTY

The Property shall mean the following, namely:

the land in Newbury, Essex County, Massachusetts, bounded and described as follows:

Two certain parcels of land situate on the Northerly side of Rolfe's Lane, Newbury, Essex County, Massachusetts, being shown as Lot 1, containing 41,942 square feet, more or less, and Lot A, containing 1,850 square feet, more or less, on a plan of land entitled, "Transfer of Land (a portion of Lot #4) David Whalen & Geraldine Young Owners to Edward & Carol Hill," dated May 10, 1988, said plan filed with said Registry, and being more particularly bounded and described as follows:

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For title see deed at book 9546 page 134.

3. TRANSFER OF THE PROPERTY

The property shall be conveyed by the usual mortgagee's deed (Massachusetts General Laws, Chapter 183, Appendix Form 11) under the statutory power of sale.

The property shall be conveyed and transferred subject to all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any outstanding tenancies and/or leases, the rights of parties in possession, any and all unpaid taxes, tax titles, municipal taxes, tax liens, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed, and to the provisions of applicable state and local law, including building codes, zoning ordinances, and M.G.L. ch. 21E.

The total bid price will be set forth as the consideration in the deed to the Property.

4. BUYER'S RESPONSIBILITY FOR COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.

The Buyer shall assume responsibility for and costs relating to compliance with Title 5 of the State Environmental Code, state and city requirements regarding smoke detection equipment, and lead paint regulations, all as applicable. Mortgagee makes no warranties or representations regarding the Property's current compliance with any federal, state or local regulations or laws, including building, zoning, sanitary and environmental laws.

5. PRICE AND DEPOSIT

The bid price for which the Property has been sold to the Buyer is

_____ Dollars

(\$_____) of which Twenty-Five Thousand and 00/100 (\$25,000.00) has been paid this day in accordance with the terms of the mortgagee's notice of sale. An additional deposit in the amount of \$25,000.00 is to be made by certified or bank check made within three (3) business days of the date of the sale. The sale shall not be deemed completed until the Buyer has made his or her deposit and signed this Memorandum of Sale. The balance of the purchase price shall be paid by certified check or bank check at the time of the delivery of the deed. The Mortgagee shall be entitled to any interest earned on the deposit and the amount to be paid by the Buyer shall not be adjusted to reflect any interest earned on the deposit.

6. CLOSING

The deed and associated papers shall be delivered and the balance of the consideration paid at the office of Connolly & Connolly, 51 Green Street, Newburyport, Massachusetts on or before ten o'clock (10:00 A.M.) on the thirtieth day following the sale, provided that such day is one on which said Registry is open for business, and if not, then on the next day on which said Registry is open for business (the "Closing"). Time is of the essence of this agreement.

7. TITLE

No representation or warranty of any kind whatsoever have been made by or on behalf of the Mortgagee concerning the state of the title to the premises. Mortgagee shall transfer to the Buyer only such title as Mortgagee has pursuant to its Mortgage Deed. In the event the Mortgagee cannot convey title to the Property as stipulated, the deposit, and if applicable, the balance of the purchase price, shall be refunded and all rights hereunder shall cease, and the Buyer shall have no recourse against the Mortgagee, or its employees, agents and representatives, whether at law or in equity; provided, however, that Buyer shall have the election to accept such title as the Mortgagee can deliver to the Property in its then condition and to pay therefor the purchase price without deduction, in which event the Mortgagee shall convey such title.

8. RISK OF LOSS

The Buyer acknowledges that from and after this date he or she shall have the sole risk of loss, and the Mortgagee shall have no responsibility for maintaining insurance on the premises. If the Property is damaged by fire or other casualty prior to the closing, Buyer shall accept a deed to the Property and an assignment of so much of the insurance proceeds as has not been used in the restoration of the Property prior to the Closing, to the extent any such proceeds may be available to the Mortgagee, Buyer paying therefor the full balance of the bid price.

9. ACCEPTANCE OF DEED

The acceptance of a deed to the Property by the Buyer or Buyer's nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed or arising out of said public auction on the part of the Mortgagee to be performed or observed.

10. CONDITION OF THE PREMISES

The Property shall be conveyed in "as-is" condition. The Buyer acknowledges that Buyer has not been influenced to enter this transaction by, nor has it relied upon, any warranties or representations of the Mortgagee or the Auctioneer not set forth or incorporated in this Memorandum. No personal property of any nature is included in this conveyance except as expressly set forth herein. If, as of this date, there is any tenant or occupant in residence, the Buyer, if he or she wishes to evict such tenant or occupant, must do so at his or her own expense.

11. BUYER'S DEFAULT; DAMAGES

If the Buyer shall fail to fulfill the Buyer's agreements herein, all deposits made hereunder by the Buyer shall be retained by the Mortgagee and the Buyer shall reimburse the Mortgagee for all costs and expenses incurred by the Mortgagee, in excess of the amount of the deposit, due to the Buyer's default, including the costs and expenses of subsequent sale of the Property or any portion thereof and attorneys' and auctioneers' fees in connection therewith. The Mortgagee shall also be free to sell the Property to the second highest bidder at the public auction in accordance with the terms announced at the public auction.

12. DEED STAMPS AND RECORDING FEES

Buyer shall pay for and cancel for the benefit of the Mortgagee the excise tax stamps required to be affixed to the foreclosure deed by the law of the Commonwealth of Massachusetts. The Buyer shall pay all recording fees in connection with the transfer of the Property.

13. CONSTRUCTION OF AGREEMENT

This instrument, executed in triplicate, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the Mortgagee and the Buyer. If two or more persons are named herein as Buyer, their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this memorandum or to be used in determining the intent of the parties to it.

IN WITNESS WHEREOF, the parties have executed this Memorandum as a sealed instrument as of the date first written above.

MORTGAGEE
Newburyport Five Cents Savings Bank

BY: _____

John McInnis, AUCTIONEER

FORECLOSURE DEED

The Newburyport Five Cents Savings Bank

a banking corporation duly established under the laws of Massachusetts

and having its usual place of business at 63 State Street, Newburyport, Essex County, Massachusetts,

the current holder of a mortgage

from Edward C. Hill, Jr., Trustee of Rolfe's Lane Realty Trust to Newburyport Five Cents Savings Bank

dated May 14, 2003, recorded with Essex South District Registry of Deeds, Book 20832, Page 504,

by the power conferred by said mortgage and every other power, for _____

Thousand and 00/100 (\$,000.00) DOLLARS paid, grants to _____ of

the premises conveyed by said mortgage.

WITNESS the execution and the corporate seal of _____ Bank this ____ day of _____, 20__.

Newburyport Five Cents Savings Bank
BY:

President/Vice-President

Treasurer/Assistant Treasurer

COMMONWEALTH OF MASSACHUSETTS

Essex, ss,

On this _____ day of _____, 2009, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as President/Vice President for Newburyport Five Cents Savings Bank, a corporation.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Essex, ss,

On this _____ day of _____, 2009, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Treasurer/Assistant Treasurer for Newburyport Five Cents Savings Bank, a corporation.

Notary Public
My Commission Expires:

MUNICIPAL LIEN CERTIFICATE
 THE COMMONWEALTH OF MASSACHUSETTS
 OFFICE OF THE COLLECTOR OF TAXES
 TOWN OF NEWBURY
 25 HIGH ROAD
 NEWBURY MA 01951-1235
 978-465-5316

NUMBER: 2010-47

- Quarterly Billing -

Issued: July 21, 2009

I certify from available information that all taxes, assessments and charges now payable that constitute liens as of the date of this certificate on the parcel of real estate specified in your application received on July 21, 2009 are listed below.

TO:
 CONNOLLY & CONNOLLY
 51 GREEN STREET
 PO BOX 332
 NEWBURYPORT MA 01950

DESCRIPTION OF PROPERTY	
Parcel Id: Map U06 Block: 0 Lot 127	
Location: 25 ROLFES LN	
Acreage: 0.963	
Legal Reference: 09546 0134	
Assessed Owner(s): HILL EDWARD C JR TRUSTEE	
ROLFES LANE REALTY TRUST	
Supposed Owner:	

MISCELLANEOUS UNPAIDS	VALUATION DETAIL		TAX/\$1000
	Residential	884,500 @	0.00
	Open Space	0 @	0.00
	Commercial	0 @	0.00
	Industrial	0 @	0.00
	Exempt	0 @	0.00
	Agr. Credits	0	

BETTERMENT / LIEN DETAIL									
2 0 1 0	Amount	Com Int	2 0 0 9	Amount	Com Int	2 0 0 8	Amount	Com Int	
N/A	0.00	0.00	N/A	0.00	0.00	N/A	0.00	0.00	0.00
N/A	0.00	0.00	N/A	0.00	0.00	N/A	0.00	0.00	0.00
N/A	0.00	0.00	N/A	0.00	0.00	N/A	0.00	0.00	0.00
N/A	0.00	0.00	N/A	0.00	0.00	N/A	0.00	0.00	0.00

ASSESSMENT DETAIL - Quarterly Billing									
	2 0 1 0	2 0 0 9	2 0 0 8						
ASSESSMENTS									
Preliminary 1st	Due: 08/03/2009	2,025.51	1,748.28	1,769.04					
Preliminary 2nd	Due: 11/02/2009	2,025.51	1,748.28	1,769.04					
Actual 1st/3rd	Due: 02/01/2010	0.00	1,838.32	1,727.52					
Actual 2nd/4th	Due: 05/01/2010	0.00	1,838.32	1,727.52					
District/Supl/Revised		0.00	0.00	0.00					
Betterment and Liens		0.00	0.00	0.00					
Committed Interest		0.00	0.00	0.00					
Interest	To: 07/21/2009	0.00	0.00	0.00					
Charges and Fees		0.00	0.00	0.00					
DEFERRALS									
DEFERRAL		0.00	0.00	0.00					
PAYMENTS									
Preliminary		0.00	0.00	0.00					
Actual		0.00	7,173.20	6,993.12					
District/Supl/Revised		0.00	0.00	0.00					
Betterments/Liens		0.00	0.00	0.00					
Committed Interest		0.00	0.00	0.00					
Interest Paid		0.00	0.00	0.00					
Charges and Fees		0.00	0.00	0.00					
Abatement/Exemption		0.00	0.00	0.00					
Deferral, Tax Title Transfer		0.00	0.00	0.00					
CURRENT UNPAID TAXES (PER DIEM)		4,051.02	(0.00)	0.00	(0.00)	0.00	(0.00)	0.00	(0.00)
TOTAL AMOUNT DUE	\$ 4,051.02	(0.00)							

NOTATIONS & COMMENTS									

APPORTIONED BETTERMENT ASSESSMENTS NOT YET DUE \$ 0.00 WITH INTEREST TO BE ADDED.



CHARLES E. KOSTRO, Collector of Taxes
 TOWN OF NEWBURY

I have no knowledge of any other lien outstanding.

Unofficial Property Record Card - Newbury, MA

General Property Data

Parcel ID U06-0-127	Account Number
Prior Parcel ID --	
Property Owner HILL EDWARD C JR TRUSTEE ROLFES LANE REALTY TRUST	Property Location 25 ROLFES LN
Mailing Address P O BOX 445	Property Use ONE FAM
	Most Recent Sale Date 6/3/1988
	Legal Reference 09546 0134
City NEWBURYPORT	Grantor HILL EDWARD C JR TRUSTEE
Mailing State MA Zip 01950	Sale Price 185,000
ParcelZoning AR4	Land Area 0.963 acres

Current Property Assessment

Card 1 Value	Building Value 540,400	Xtra Features Value 0	Land Value 242,700	Total Value 783,100
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Building Description

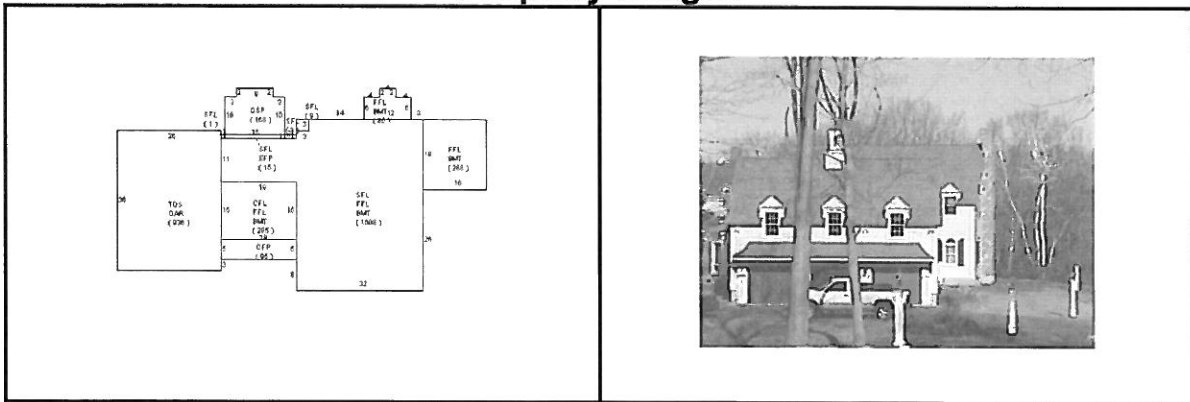
Building Style COLONIAL	Foundation Type CONCRETE	Flooring Type HARDWOOD
# of Living Units 1	Frame Type WOOD	Basement Floor CONCRETE
Year Built 1997	Roof Structure GABLE	Heating Type FORCED H/A
Building Grade GOOD	Roof Cover ASPHALT SH	Heating Fuel GAS
Building Condition Average	Siding CLAPBOARD	Air Conditioning 100%
Finished Area (SF) 4884	Interior Walls PLASTER	# of Bsmt Garages 0
Number Rooms 10	# of Bedrooms 5	# of Full Baths 3
# of 3/4 Baths 0	# of 1/2 Baths 1	# of Other Fixtures 4

Legal Description

Narrative Description of Property

This property contains 0.963 acres of land mainly classified as ONE FAM with a(n) COLONIAL style building, built about 1997 , having CLAPBOARD exterior and ASPHALT SH roof cover, with 1 unit(s), 10 room(s), 5 bedroom(s), 3 bath(s), 1 half bath(s).

Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranted.