

**MORTGAGEE'S FORECLOSURE SALE  
REAL ESTATE  
AUCTION**

**-Property Information Packet -**

**32 Seabrook Road – Salisbury, MA**

**Thursday, February 19<sup>th</sup> @ 11 am**

**Preview: Drive By Recommended  
Registration Auction Day: 1 hr. prior to sale**

**Deed Info:  
Book: 19813 Page 84  
Taxes: \$1,561.78  
Assessed Value: \$170,500**

**JOHN McINNIS AUCTIONEERS**

**76 Main Street ~ Amesbury, MA**

**800-822-1417 ♦ mcinnisauctions.com**

**MA Lic# 770**

# TABLE OF CONTENTS

Transmittal Letter

Disclaimer

Property Description

Mortgagee's Sale of Real Estate

Memorandum of Sale

Real Estate Tax Information

Water Bill

Assessor Card

**JOHN McINNIS AUCTIONEERS**  
76 Main Street ~ Amesbury, MA  
800-822-1417 ♦ mcinnisauctions.com  
MA Lic# 770

*Dear Prospective Bidder:*

*Thank you for your inquiry and interest in our upcoming Mortgagee's Real Estate Foreclosure Auction located at 32 Seabrook Road, Salisbury Massachusetts on Thursday, February 19<sup>th</sup> at 11 am. This four bedroom, one bath mobile home on it's own land will be sold at Public Foreclosure Auction*

*To be eligible to bid, at the time of registration you must present a \$7,500.00 deposit in cash or certified check.*

*This property information packet has been assembled for your convenience and if you have any other questions, please do not hesitate to call our office.*

*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.*

*Sincerely,*



*John P. McInnis  
John McInnis Auctioneers*

## Auctioneers Disclaimer

### IMPORTANT INFORMATION FOR PROSPECTIVE BIDDERS

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.***

**Property Description**  
**32 Seabrook Road - Salisbury, MA**

*What an opportunity for first time home buyers to own this property at today's market prices!*

<b>Style:</b>	mobile home
<b>Built:</b>	1979
<b>Story:</b>	1
<b>Living Area:</b>	935 +/- sq ft
<b>Utilities:</b>	Electric
<b>Water &amp; Sewer:</b>	Public Water/Private Septic
<b>Total Rooms:</b>	6
<b>Total Bedrooms:</b>	4
<b>Total Bathrooms:</b>	1
<b>Heating:</b>	Oil
<b>Amenities:</b>	Vinyl/Carpet flooring; small enclosed porch in front; wood stove; one car detached garage (Information obtained from Assessors records)



**MUNICIPAL DATA:**

Town of Salisbury  
Book: 19813 Page: 84  
Date Recorded: 12/16/2002  
Assessed Value: \$170,500.00  
Taxes 2008: RE Taxes \$1561.78

## MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by JEFFREY THISTLEWOOD and BRENDA THISTLEWOOD ("Mortgagor") to NEWBURYPORT FIVE CENTS SAVINGS BANK ("Mortgagee") dated December 11, 2002 and recorded in the Essex South District Registry of Deeds at Book 19813, Page 086, for breach of the conditions of said mortgage and for the purpose of foreclosing the same will be sold at public auction at 11:00 o'clock A.M. on the 19th day of February, 2009, on the mortgaged premises described below, being known as 32 Seabrook Road, Salisbury, Essex County, Massachusetts 01952, all and singular the premises described in said mortgage, to wit:

The land with the buildings thereon in Salisbury, County of Essex, and Commonwealth of Massachusetts, a 32 Seabrook Road, with improvements thereon described as follows:

NORTHWESTERLY by Seabrook Road, 122 feet; EASTERLY by land now or formerly of Pettengill, 421 feet; SOUTHERLY by land now or formerly of LeBrun, 66.78 feet; and WESTERLY by Lot #2, as shown on plan hereinafter mentioned, 128.08 feet; NORTHERLY by the last mentioned land, 20 feet; WESTERLY again by the last mentioned land, 100 feet, and SOUTHWESTERLY by the last mentioned land, 107.82 feet.

Said premises being shown as Lot #1 on a plan entitled, "Plan of Land in Salisbury, Mass., surveyed for Chester Goodrich" dated October 1973, Knowles and Bevelaqua Surveyors recorded with Essex South District Registry of Deeds.

Meaning and intending to convey Lot #1 on the referenced plan, however described above. For title see deed recorded at Book 12903, Page 511.

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.

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.

In the event 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 Foreclosure Real Estate Purchase Agreement executed at the time of the foreclosure, the Mortgagee reserves the right to sell the property by foreclosure deed to the next highest bidder ("Second Bidder") provided that the Second Bidder shall deposit with mortgagee's attorney 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. Title shall be conveyed to said Second Bidder within twenty (20) days of said written notice.

Terms: A deposit of Seven Thousand, Five Hundred Dollars (\$7,500.00) will be required to be paid by the purchaser by certified or bank check at the time and place of the sale. The balance of the purchase price is to be paid by bank or certified check within thirty (30) days of the date of the foreclosure sale. The Deed shall 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 of \$7,500.00 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 Foreclosure Real Estate Purchase Agreement shall be executed by the purchaser. The purchaser shall be responsible for all closing costs, documentary tax stamps and recording fees.

Other terms to be announced at sale.

For further information regarding the Mortgaged Premises and terms of the foreclosure sale, please contact John McInnis Auctioneers at (800) 822-1417.

NEWBURYPORT FIVE CENTS  
SAVINGS BANK  
By its attorney

Dated: January 14, 2009



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Mary Keohan Ganz, Esq.  
GANZ LAW OFFICE  
PO Box 238  
Seabrook NH 03874-0238  
(603) 474-2737  
BBO #184580

#5651-F

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## MEMORANDUM OF SALE

This Memorandum of Sale is made this 19th day of February, 2009 by and among **NEWBURYPORT FIVE SAVINGS BANK**, a Massachusetts banking corporation, whose principal address is 63 State Street, Newburyport, MA 01950 (the "Seller"), **John McInnis** of Amesbury, Massachusetts, (the "Auctioneer"), and \_\_\_\_\_ of \_\_\_\_\_ (the "Buyer").

### 1. MORTGAGEE'S SALE AT PUBLIC AUCTION

Pursuant to a public auction conducted on February 19, 2009, by the Auctioneer on behalf of the Seller as foreclosing mortgagee, in exercise of the Power of Sale contained in a Mortgage from Jeffrey Thistlewood and Brenda Thistlewood dated December 11, 2002 and recorded with the Essex South District Registry of Deeds at Book 19813, Page 086, the Buyer as the highest bidder agrees to purchase the real and personal property described below (the "Property") in accordance with the terms hereof.

### 2. DESCRIPTION OF THE PROPERTY

The Property shall mean the following, namely:

The land with the buildings thereon in Salisbury, County of Essex, and Commonwealth of Massachusetts, a 32 Seabrook Road, with improvements thereon described as follows:

NORTHWESTERLY by Seabrook Road, 122 feet; EASTERLY by land now or formerly of Pettengill, 421 feet; SOUTHERLY by land now or formerly of LeBrun, 66.78 feet; and WESTERLY by Lot #2, as shown on plan hereinafter mentioned, 128.08 feet; NORTHERLY by the last mentioned land, 20 feet; WESTERLY again by the last mentioned land, 100 feet, and SOUTHWESTERLY by the last mentioned land, 107.82 feet.

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Meaning and intending to convey Lot #1 on the referenced plan, however described above. For title see deed recorded at Book 12903, Page 511.

### 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 any outstanding tenancies and/or leases, the rights of parties in possession, Section 8 Housing Assistance Payments Contracts and the right of the Housing Authority to consent to the assignment of the Housing Assistance Payments Contract to a new owner, and to tax title, municipal taxes and assessments, any outstanding water or sewer bills or liens, the provisions of applicable federal, state and local law, including building codes, zoning ordinances, M.G.L. ch. 21 E, and Section 8 Housing Quality Standards of the U.S. Department of Housing and Urban Development.

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

#### **4. PRICE AND DEPOSIT**

The bid price for which the Property has been sold to the Buyer is \_\_\_\_\_ (\$ \_\_\_\_\_) of which Ten Thousand and 00/100 (\$10,000.00) has been paid this day in accordance with the terms of the mortgagee's notice of sale, with the balance to be paid by certified check or bank check at the time of the delivery of the deed. The Seller 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.

#### **5. CLOSING**

The deed and associated papers shall be delivered and the balance of the consideration paid at the office of Ganz Law Office, 779 Lafayette Road, Seabrook, New Hampshire on or before ten o'clock (10:00 A.M.) on the thirtieth day following the date hereof, or such other time and place as may be mutually agreed upon by the Seller and the Buyer (the "Closing").

#### **6. TITLE**

In the event the Seller 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 Seller, 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 Seller can deliver to the Property in its then condition and to pay therefor the purchase price without deduction, in which event the Seller shall convey such title.

#### **7. RISK OF LOSS**

Seller shall maintain casualty insurance covering the Property in a reasonable amount as determined in the sole discretion of the Seller. 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, paying therefor the full balance of the bid price.

## **8. 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 Seller to be performed or observed.

## **9. CONDITION OF THE PREMISES**

The Property shall be conveyed in "as-is" condition, subject to the present manner of use and occupancy of the Property. 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 Seller or the Auctioneer not set forth or incorporated in this Memorandum. The Buyer acknowledges that the Seller has made no warranties or representations regarding the compliance or lack thereof with Section 8 Housing Quality Standards of the U.S. Department of Housing and Urban Development.

## **10. 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 Seller and the Buyer shall reimburse the Seller for all costs and expenses incurred by the Seller, 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 Seller 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.

## **11. DEED STAMPS AND RECORDING FEES**

Buyer shall pay for and cancel for the benefit of the Seller 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.

## **12. 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 maybe canceled, modified or amended only by a written instrument executed by both the Seller 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.

**NEWBURYPORT FIVE CENTS  
SAVINGS BANK**

Seller

BY: \_\_\_\_\_  
\_\_\_\_\_  
Its \_\_\_\_\_ (Name)  
\_\_\_\_\_ (Title)

\_\_\_\_\_  
**JOHN MCINNIS**

Auctioneer

\_\_\_\_\_  
Buyer

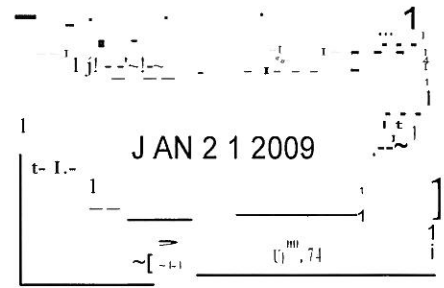
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# Town of Salisbury, Massachusetts



Christine Devine Caron  
Treasurer/Tax Collector



January 20, 2009

Ganz Law Office  
779 Lafayette Rd  
PO Box 238  
Seabrook, NE 03874-0238

RE- 32 Forest Road  
Salisbury, MA 01952  
Parcel ID- 21-44

To Whom It May Concern:

The Thistlewood's are not responsible for the 1971 taxes that are outstanding. They were not the assessed owners for this tax year. The town cannot legally collect these

A letter will be written to the Commissioner of Revenue to abate these taxes as uncollectible.

Very truly yours,

Christine D.Caron

5 Beach Road, Salisbury, MA 01 952  
978-465-0331  
fax: 978-462-41 76

**MUNICIPAL LIEN CERTIFICATE**  
OFFICE OF THE COLLECTOR OF TAXES  
TOWN OF SALISBURY  
THE COMMONWEALTH OF MASSACHUSETTS

01/16/2009

GANZ LAW OFFICE  
779 LAFAYETTE ROAD PO BOX 238  
SEABROOK, NH 03874

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 01/16/2009 are listed below.

**DESCRIPTION OF PROPERTY TAXES QUARTERLY**  
Assessed Owner: THISTLEWOOD JEFFREY & THISTLEWOOD BRENDA R  
Location of Property: 32 SEABROOK RD  
Parcel Identification: ASSESSORS' MAP 21, BLOCK 44  
Land Area: 22,999 Feet  
Valuation: \$170,500 Class 103 Residence Mobile Home  
RECORDED IN ESSEX COUNTY REGISTRY OF DEEDS, BOOK 19813, PAGE 84

FISCAL YEAR:	2007	2008	2009
TAX			
*Preliminary	718 66	717 78	708 52
Actual	716 92	699 26	853 26
Personal Prop			
DISTRICT			
*Preliminary			
Actual			
BETTERMENTS/SA			
Committed Int.			
UTILITY LIENS			
Water			
Sewer			
Electric			
Committed Int			
Collection Chg			
OTHER LIENS			
Committed Int			
Collection Chg			
TOTAL BILLED	1,435 58	1 417 04	1 561 78
Payments		-1,417 04	-708 52
Abatements/Exm			
Charges/Fees			2 78
Int to			
0 38 per them			
BALANCE DUE	TAX TITLE/REDEEMED	PAID	856 04

\*PRELIMINARY TAXES generally represent no more than SO-6 of prior year's tax.

UNPAID BETTERMENTS/SPECIAL ASSESSMENTS NOT YET ADDED TO TAX: Interest from to be added.

IMPROVEMENTS VOTED FOR WHICH THERE WILL PROBABLY BE BETTERMENTS/SPECIAL ASSESSMENTS

UNPAID UTILITY CHARGES. \*\*\* FOR OUTSTANDING BALANCES PLEASE CONTACT \*\*\*  
\*\*\* MUNICIPAL SEWER DEPT. AT 978-465-1430 AND \*\*\*  
OTHER UNPAID CHARGES \*\*\* MUNICIPAL WATER DEPT 00-553-5191 \*\*\*  
\*\*\* (2 WEEKS NOTICE FOR FINAL WATER READING). \*\*\*

1971 Tax Bal=899.17

This property is in tax title Contact Treasurer for outstanding amounts

All of the amounts listed above are to be paid to the Collector.

I have no knowledge of any other outstanding amount that constitutes a lien.

\_\_\_\_\_  
Collector of Taxes

THE COMMONWEALTH OF MASSACHUSETTS  
TOWN OF SALISBURY  
OFFICE OF THE COLLECTOR OF TAXES

FISCAL YEAR 2009 REAL ESTATE TAX THIRD QUARTER

Based on assessments as of January 1, 2008, your Real Estate 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:  
OFFICE HOURS: Monday: 8:30-4:00  
Tuesday & Wednesday: 8:30-12:30 1:00-6:00  
Thursday: 8:30-4:00 Friday: 8:30-1:00

Bill# 4224

TAX RATE PER \$1000				REAL ESTATE PROPERTY		Real Estate Tax:	
Class 1 Residential	Class 2 Open Space	Class 3 Commercial	Class 4 Industrial	Description	Cls	Valuation	Total Tax & Sp. Assessments Due:
9.16	9.16	9.16	9.16	0.528 AC DWELLING YARD ITEMS	1	170,500	1,561.78
SPECIAL ASSESSMENTS				Total Valuation		Preliminary Tax:	
Amount Interest				170,500		708.52	
Total Special Assessments				Taxable Valuation		Abatement/Exemption: Payments Made:	
				170,500		708.52	
Interest Balance Due:				3rd Payment Due By 02/02/2009:		426.63	
				4th Payment Due By 05/01/2009:		426.63	
***** TOTAL AMOUNT *****						853.26	
Interest at the rate of 14% per annum will accrue on overdue payments from the due date until payment is made.							
Please remit to: TOWN OF SALISBURY - WITH STUB!							
PO BOX 534 MEDFORD, MA 02155-0006							
Collector: CHRISTINE DEVINE CARON							

ABATEMENT APPLICATIONS TO ASSESSORS DUE: 02/02/2009

THISTLEWOOD JEFFREY  
THISTLEWOOD BRENDA R  
32 SEABROOK RD  
SALISBURY, MA 01952

3rd PAYMENTS MADE

This form approved by Commissioner of Revenue

SEE REVERSE SIDE FOR IMPORTANT INFORMATION \*PLEASE RETAIN THIS PORTION FOR YOUR RECORDS\*

PAYMENTS DUE 02/02/2009

TO PAY ONLINE, GO TO [WWW.SALISBURYMA.GOV](http://WWW.SALISBURYMA.GOV)

POSTMARKS NOT VALID

PAYMENTS RECEIVED AFTER 01/28/2009 ARE NOT REFLECTED ON THIS BILL.

FOURTH QUARTER BILLS WILL BE MAILED ON OR BEFORE 03/31/2009

978.398-8863

Tax payments not received online or at PO Box 534 by 02/02/2009 need to be mailed or delivered to the Tax Collector's Office at 5 Beach Road, Salisbury, MA 01952.

INQUIRIES: If you have questions on your valuation or assessment or on abatements or exemptions, you should contact the Assessors Office at 978-465-8242. If you have questions on payments, you should contact the Collector's office at 978-465-0331.

====> PLEASE RETURN THIS STUB WITH YOUR 3rd PAYMENT <===== 2009-3  
FISCAL YEAR 2009 REAL ESTATE TAX THIRD QUARTER  
TOWN OF SALISBURY

Please remit to:  
TOWN OF SALISBURY - WITH STUB!  
PO BOX 534  
MEDFORD, MA 02155-0006

Parcel ID: 21-044 Bill# 4224

Location: 32 SEABROOK RD

Payment due by 02/02/2009: 426.63

THISTLEWOOD JEFFREY  
THISTLEWOOD BRENDA R  
32 SEABROOK RD  
SALISBURY, MA 01952

Interest: \_\_\_\_\_  
Amount remitted: \_\_\_\_\_

TO PAY ONLINE, GO TO:  
[WWW.SALISBURYMA.GOV](http://WWW.SALISBURYMA.GOV)

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