

MORTGAGEE'S SALE
REAL ESTATE
AUCTION



20 Island Park Road
Ipswich, MA
Thursday June 19th
11 AM

PREVIEWS:
Drive by Recommended
AUCTION DAY: 1 HR PRIOR TO SALE

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



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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. 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 Sale of Real Estate Auction to be held on Thursday, June 19th at 11 AM. John McInnis Auctioneers has been hired by the Merrimac Savings Bank and their attorney Ganz Law Office in Seabrook, New Hampshire to offer this single family home.

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

This property information packet has been assembled for your convenience.

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

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

Additional terms to be announced at the time of sale.

Sincerely,

John

John P. McInnis

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by JUDITH A. WATTS ("Mortgagor") to MERRIMAC SAVINGS BANK ("Mortgagee") dated January 15, 2004 and recorded in the Essex South District Registry of Deeds at Book 22294, Page 427, for breach of the conditions of said mortgage and for the purpose of foreclosing the same will be sold at public auction at _____ o'clock __.M. on the _____ day of June, 2008, on the mortgaged premises described below, being known as 20 Island Park Road, Ipswich, Essex County, Massachusetts 01938, all and singular the premises described in said mortgage, to wit:

A certain parcel of land with the buildings thereon situated on Island Park, so-called, in said Ipswich, said Island Park being a parcel of land situated Easterly of Jeffrey's Neck Road, sometimes called East Street, and said Parcel is shown as Parcel 90 on "Plan of Subdivision of Land of Forest W. MacGilvary, Ipswich, Mass., March 1949, Scale 1" = 80', Chester J. Patch, Jr., C.E., Ipswich, Mass." and bounded and described as follows, to wit:

Southwesterly by a road 80 feet; Northwesterly by Lot 91 as shown on said plan, said Lot 91 being land now or formerly of McCarthy, 100 feet; Northeasterly by Lot 80 as shown on said plan, said Lot 80 being other land now or formerly of Forest W. MacGilvary, 80 feet; and Southeasterly by Lot 89, as shown on said plan, said Lot 89 being land now or formerly of Patriquin, 100 feet.

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 Five Thousand Dollars (\$5,000.00) 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 \$5,000.00 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.

MERRIMAC SAVINGS BANK
By its attorney

Dated: May ____, 2008

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

#5744-L

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MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by JUDITH A. WATTS ("Mortgagor") to MERRIMAC SAVINGS BANK ("Mortgagee") dated January 15, 2004 and recorded in the Essex South District Registry of Deeds at Book 22294, Page 427, for breach of the conditions of said mortgage and for the purpose of foreclosing the same will be sold at public auction at _____ o'clock __.M. on the _____ day of June, 2008, on the mortgaged premises described below, being known as 20 Island Park Road, Ipswich, Essex County, Massachusetts 01938, all and singular the premises described in said mortgage, to wit:

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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.

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MERRIMAC SAVINGS BANK
By its attorney

Dated: May ____, 2008

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

#5744-L

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FORECLOSURE DEED UNDER POWER OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **MERRIMAC SAVINGS BANK**, a banking institution with a principal place of business at One West Main Street, Merrimac MA 01860, holder of a mortgage from **JUDITH A. WATTS** dated January 15, 2004 and recorded in the Essex South District Registry of Deeds at Book 22294, Page 427, FOR CONSIDERATION PAID, grants to _____, with a mailing address of _____, the premises conveyed by said mortgage located in Ipswich, County of Essex, Commonwealth of Massachusetts, premises situated at 20 Island Park Road, Ipswich, Essex County, New Hampshire which are described in the Mortgage and which may be currently described as follows (the "Mortgage Premises"):

A certain parcel of land with the buildings thereon situated on Island Park, so-called, in said Ipswich, said Island Park being a parcel of land situated Easterly of Jeffrey's Neck Road, sometimes called East Street, and said Parcel is shown as Parcel 90 on "Plan of Subdivision of Land of Forest W. MacGilvary, Ipswich, Mass., March 1949, Scale 1" = 80', Chester J. Patch, Jr., C.E., Ipswich, Mass." and bounded and described as follows, to wit:

Southwesterly by a road 80 feet; Northwesterly by Lot 91 as shown on said plan, said Lot 91 being land now or formerly of McCarthy, 100 feet; Northeasterly by Lot 80 as shown on said plan, said Lot 80 being other land now or formerly of Forest W. MacGilvary, 80 feet; and Southeasterly by Lot 89, as shown on said plan, said Lot 89 being land now or formerly of Patriquin, 100 feet.

Subject to any and all rights, restrictions, easements and covenants of record.

WITNESS the hand of a duly authorized officer of **MERRIMAC SAVINGS BANK** this _____ day of June, 2008.

MERRIMAC SAVINGS BANK

Witness

By: _____
Charles A. Day, Vice President
Duly Authorized

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF ESSEX, SS.

June _____, 2008

Personally appeared before me the above-named **Charles A. Day, duly authorized Vice President of MERRIMAC SAVINGS BANK**, known to me or satisfactorily proven through proof of identification (i.e. a driver's license) to be the individual who executed the foregoing instrument and acknowledged that same was executed as his voluntary act and deed in said capacity.

[Seal]

Notary Public - Justice of the Peace
Print Name: _____
My commission expires: _____

AFFIDAVIT OF SALE UNDER POWER OF SALE IN MORTGAGE

I, **Charles A. Day**, duly authorized **Vice President of MERRIMAC SAVINGS BANK.**, the grantor in the foregoing Deed, on my oath say that the principal and interest secured by the mortgage referred to in the foregoing Deed were not paid or tendered or performed when due, and that I caused to be published on May 22, 2008, May 29, 2008 and June 5, 2008 in the Ipswich Chronicle, a newspaper of general circulation in Essex County, Massachusetts, a notice of which the following is a true copy:

And I further on oath say that I caused a copy of said notice to be sent on the 19th day of May, 2008, by Registered Mail Return Receipt Requested, at their last known address, to:

Ms. Judith A. Watts
20 Island Park Road
Ipswich, MA 01938

Countrywide - Attn: Foreclosure Dept.
5431 North Beach Street
Fort Worth, TX 76137-2733

Countrywide Home Loans, Inc.
4500 Park Granada
Calabasas, CA 91302-1613

Office of Tax Collector
Ipswich City Offices
25 Green Street
Ipswich MA 01938

And I further on oath say that no service of a petition to enjoin the sale was served on me.

And I further on oath say that no person or interest was in the military service, and entitled to relief under the Soldiers' and Sailors' Relief Act of 1940 at the time of foreclosure, or within three months prior thereto.

And I further on oath say that pursuant to said notice at the time and place therein appointed, I, by and through counsel, caused the mortgaged premises to be sold at public auction to _____, of _____, for _____ AND NO/100 (\$_____.00) DOLLARS, bid by _____, being the highest bid made at said auction.

WITNESS my hand and seal this _____ day of June, 2008.

MERRIMAC SAVINGS BANK

Witness

**By Charles A. Day, Vice President
Duly Authorized**

**COMMONWEALTH OF MASSACHUSETTS
COUNTY OF ESSEX, SS.**

June ____, 2008

Personally appeared before me the above-named **Charles A. Day, duly authorized Vice President of MERRIMAC SAVINGS BANK**, known to me or satisfactorily proven through proof of identification (i.e. a driver's license) to be the individual who executed the foregoing instrument and acknowledged that same was executed as his voluntary act and deed.

[Seal]

Notary Public - Justice of the Peace

Print Name:_____

My commission expires:_____

#5744-L

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Unofficial Property Record Card - Ipswich, MA

General Property Data

Parcel ID 23C 010 0	Account Number
Prior Parcel ID --	
Property Owner WATTS JUDITH A	Property Location 20 ISLAND PARK RD
	Property Use ONE FAM
Mailing Address 20 ISLAND PARK RD	Most Recent Sale Date 1/15/2004
	Legal Reference 22294-426
City IPSWICH	Grantor POIRIER, CYNTHIA J,
Mailing State MA Zip 01938	Sale Price 315,000
ParcelZoning RRA	Land Area 0.184 acres

Current Property Assessment

Card 1 Value	Building Value 125,400	Xtra Features Value 2,800	Land Value 212,200	Total Value 340,400
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Building Description

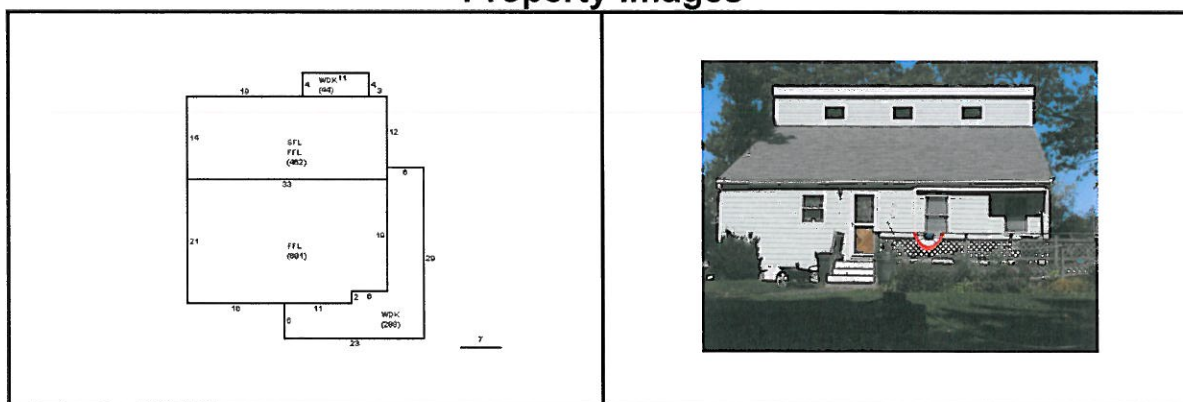
Building Style CONVENT'NL	Foundation Type CRAWL SP	Flooring Type HARDWOOD
# of Living Units 1	Frame Type WOOD	Basement Floor N/A
Year Built 1949	Roof Structure GABLE	Heating Type FORCED H/A
Building Grade AVERAGE	Roof Cover ASPHALT	Heating Fuel OIL
Building Condition Good	Siding WOOD SHING	Air Conditioning 0%
Finished Area (SF) 1605	Interior Walls DRYWALL	# of Bsmt Garages 0
Number Rooms 4	# of Bedrooms 2	# of Full Baths 1
# of 3/4 Baths 0	# of 1/2 Baths 0	# of Other Fixtures 0

Legal Description

Narrative Description of Property

This property contains 0.184 acres of land mainly classified as ONE FAM with a(n) CONVENT'NL style building, built about 1949 , having WOOD SHING exterior and ASPHALT roof cover, with 1 unit(s), 4 room(s), 2 bedroom(s), 1 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.

File Edit Tools Help



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- Specific Bill
- Utility Acct
- Customer
- Parcel
- Name
- Billing Dates
- Preferences
- DBG BILL HDR

Year/Type/Bill No.
 2008 RE-R 5685

Customer Account Information
 49804

WATTS JUDITH A
 20 ISLAND PARK RD
 IPSWICH, MA 01938

Property Information
 Parcel ID: 23C-0010-0
 Alt Parc: 23C-10-0
 Prop Loc: 20 ISLAND PARK RD

Special Conditions/Notes

Int Dt	Billed	Abt/Adj	Pmt/Crd	Interest	Unpaid bal
08/02/07	756.29	.00	756.29	.00	.00
11/02/07	756.29	.00	756.29	.00	.00
02/02/08	814.66	.00	814.66	.00	.00
05/02/08	814.65	.00	814.65	.00	.00
Fees/Per:	.00	.00	.00	.00	.00
Totals:	3,141.89	.00	3,141.89	.00	.00

Notes/Alerts
 JAN 20 Owner: WATTS JUDITH A
 View Prior Unpaid Bills

Due 05/21/2008
 Per Diem
 Int Paid

.00
.00
.00