

# JJ Manning

— AUCTIONEERS

## **PROPERTY INFORMATION PACKAGE #23-2012**

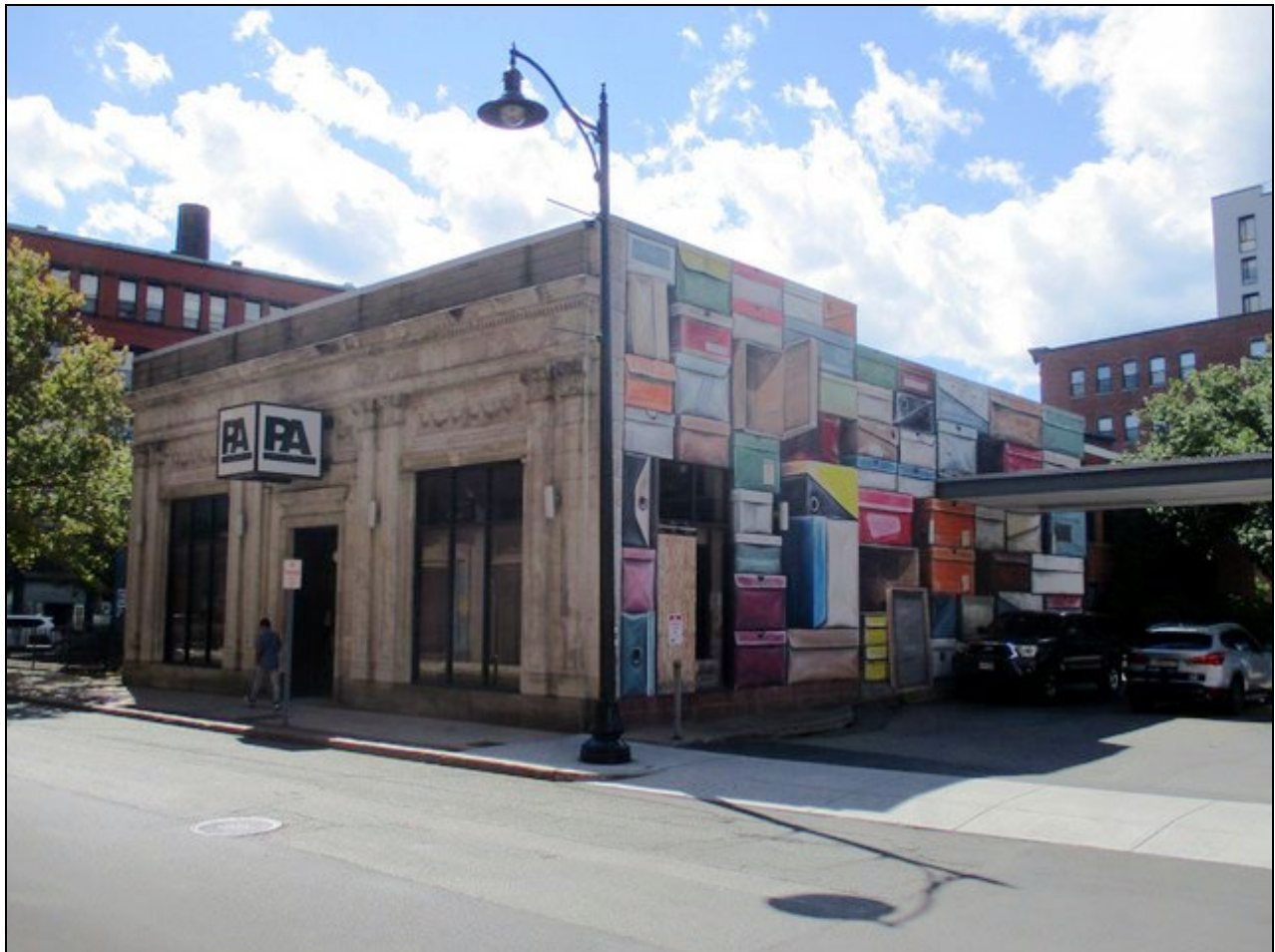
### **MORTGAGEE'S FORECLOSURE AUCTION**

**6,836+/- sf. GBA Commercial/Office Bldg. w/ 12+/- Parking Spaces  
.22+/- ac. Potential Development Site at Oxford St.  
Close to MBTA Commuter Rail, 9+/- mi. to Logan**

**465 WASHINGTON ST. (RT. 129), LYNN, MA**

**Thursday, May 11 at 11:00am On-site**

MA Auc. Lic. #111



**PLEASE COMPLETE, SIGN & DATE THIS DOCUMENT**  
**FAX TO 508-362-1073 (OR) EMAIL TO [AUCTIONS@JJMANNING.COM](mailto:AUCTIONS@JJMANNING.COM)**  
**WE WILL EMAIL YOU THE LINK TO THE PASSWORD PROTECTED PDF FILE IN RETURN**

## **WAIVER & CONFIDENTIALITY AGREEMENT**

### **BIDDER INFORMATION REQUEST – 465 WASHINGTON ST., LYNN, MA**

To receive a copy of the bidder related documents on file including: (**Appraisal, Maps, etc.**) for the property known as 465 Washington St., Lynn, MA, you are **required** to return a completed and signed copy of this form to JJManning Auctioneers **prior to the release of any materials** to you.

In regard to the above property, **Emerald Capital Lending III, LLC** are providing to prospective purchaser:

(Full Name) \_\_\_\_\_

(E-Mail Address) \_\_\_\_\_

(Daytime Phone) \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ (Co. Name) \_\_\_\_\_

(Mailing Address) \_\_\_\_\_

the documents for the property identified above for such information (if any) as prospective purchaser deems the Appraisal, Maps and/or related documents to contain.

**Emerald Capital Lending III, LLC, JJManning Auctioneers** and their agents, employees and attorneys make no representation whatsoever regarding the accuracy of these documents or the qualifications of the reporting firm(s). All the premises will be sold without representation or warranty whatsoever as to its condition, occupancy or fitness for habitation thereon.

You should conduct such further investigations as you see fit and consult with your own attorney.

#### **RELEASE AND WAIVER**

The undersigned has requested an e-mail copy of any confidential documents, Appraisal, Maps & information, if any, regarding the property marked above. The undersigned does hereby forever release and discharge **Emerald Capital Lending III, LLC, JJManning Auctioneers** and its agents, employees and attorneys from any and all damages, claims, demands, actions, and liabilities relating in any way to any reliance by the undersigned or any information contained in said documents regarding the property or as to the accuracy of information contained therein. The undersigned agrees that **Emerald Capital Lending III, LLC JJManning Auctioneers** and their agents, employees and attorneys have not made and do not make any representation or warranties whatsoever regarding the documents regarding the property, and acknowledges and agrees to the following:

- (a) **Emerald Capital Lending III, LLC, JJManning Auctioneers** makes absolutely NO REPRESENTATIONS OR WARRANTIES WHATSOEVER with respect to the information contained therein, or as to the accuracy of the information contained therein, either at the time it was prepared or at the present time;
- (b) The information contained in these documents shall remain confidential and may not be disclosed by you to any other party;
- (c) The information contained therein is being provided to you FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT BE RELIED UPON BY YOU IN ANY MATTER WHATSOEVER, including, without limitation, being used in connection with (i) determining whether or not to submit a bid at the public auction to be conducted by **Emerald Capital Lending III, LLC, JJManning Auctioneers** or (ii) determining the amount of any such offer or bid.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## TERMS AND CONDITIONS OF SALE

MORTGAGEE: Emerald Capital Lending III, LLC

MORTGAGOR: Light Matters Collaborative, LLC

LOCATION: 465 Washington Street, Lynn, MA (the "Property")

DATE: May 11, 2023

### TERMS OF SALE:

1. All the right, title and interest in conveyed by Mortgagor to Mortgagee in that certain "Mortgage" recorded in the Southern Essex District Registry of Deeds in Book 41003, Page 18 will be sold, subject to the terms and conditions in the published Notice of Sale, a copy of which is attached hereto, and those hereinafter set forth. The terms and conditions herein shall be collectively referred to as the "Agreement".
2. The right, title, and interest conveyed to the Mortgagee in the Mortgage and sold under these terms is hereinafter referred to as the "Property". The Property is commonly known as 465 Washington Street, Lynn, Massachusetts, and consists of the land and buildings described in the legal description attached to the Mortgage.
3. A deposit of **10% of the Purchase Price** (as defined in Paragraph 6 below) (the "Deposit") in certified check or bank check shall be paid within two business days to the Auctioneer or Counsel for Mortgagee, with Twenty-Five Thousand (\$25,000) of the Deposit (the "Initial Deposit") immediately payable by certified check or bank check to the Auctioneer. The payment of the Initial Deposit shall be payable by any bidder who submits the winning bid.
4. If a bidder who appears to have submitted the winning bid does not, at the conclusion of the auction, pay the Initial Deposit, the Property may, at the discretion of the Auctioneer,

be immediately re-auctioned, upon these terms and conditions, or offered to the next highest bidder or subsequent high bidder(s) without further notice. In such an event, said defaulting bidder is not released from any claims the Mortgagee might have against said defaulting bidder, including, but not limited to said bidder's failure to tender the entire Deposit, or for economic damages in the form of the Mortgagee's forced acceptance of a lower Purchase Price on account of said bidder's default.

5. Upon submission of the Initial Deposit, the winning bidder shall become known as the "Purchaser" under this Agreement.
6. The winning bid is subject to an auctioneer's fee of 3% in the form of a buyer's premium payable at closing. The winning bid and the 3% premium constitute the "Purchase Price."
7. The balance of the Purchase Price shall be paid in cash or by certified or bank check payable to the Mortgagee in or within thirty (30) days from the date of the auction. Mortgagee may elect to extend the closing date for an additional thirty (30) days in its sole discretion.
8. At the time of the closing described in Paragraph 7, a Foreclosure Deed, in the usual form, without covenants or warranties, will be delivered to the Purchaser on receipt of the full balance of the Purchase Price.
9. If the Purchaser fails to tender the balance of the Deposit, or the Purchase Price at the times and places above provided, the Purchaser shall be in breach of this Agreement and the Mortgagee, at its option, may take any action it deems suitable to dispose of the Property, including, but limited to, offering the Property to the next highest bidder or subsequent high bidder(s) at the original sale which is ready, willing, and able to comply

with this Agreement, without notice to the Purchaser and without previously tendering a deed to the Purchaser.

10. Any action taken by Mortgagee in response to a breach of this Agreement by the Purchaser shall not, however, release the Purchaser from liability for breach of contract. In case of such default, Mortgagee shall have the right, whether or not the Property is resold, to retain the Deposit, or any portion thereof, either as liquidated damages, or as security for the payment by the Purchaser of additional damages to which the Mortgagee may be entitled by reason of Purchaser's default, as the Mortgagee may elect, without prejudice to any right to other or further damage or to pursue any remedy, legal or equitable, which shall accrue by reason of such default.
11. The risk of loss shall pass to the Purchaser upon payment of the Initial Deposit and, therefore, it is the Purchaser's obligation to produce fire and casualty insurance on the Property effective as of the time of the acceptance of the Initial Deposit. In the event of loss or damage to the Property by fire or other casualty between the time of sale and the tender of the deed, the Purchaser shall remain obligated to pay the full balance of the Purchase Price.
12. This sale is made without representations, warranties, or guaranties in regard to the title or any liens, encumbrances, attachments, levies, mortgages, easements, rights of way, occupancies, leases or other defects concerning said title.
13. This sale is subject to any and all restrictions, easements and existing encumbrances of record prior to the Mortgage, if any there be, insofar as the same are still in force and

applicable to the premises, and to all taxes, tax liens, municipal betterments and assessments, if any.

14. The Purchaser shall be responsible for the documentary deed stamps which are required to be affixed to the deed.

15. The Property is sold AS IS. The sale is made without representations, warranties or guaranties concerning the condition of the Property. The Purchaser has not relied upon any purported representations by Auctioneer or Mortgagee of any sort whatsoever concerning the Property. Any personal property remaining on the Property is the responsibility of the successful bidder.

16. The Purchaser 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 state or local regulations or laws.

17. Should Mortgagee elect not to convey the Property in its sole discretion, Purchaser's sole remedy under this Agreement shall be the return of any Deposit it has paid at the time of Mortgagee's election.

18. Time is of the essence with respect to the closing provided herein.

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AUCTIONEER

LYNN, MASSACHUSETTS

May 11, 2023

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In consideration of the acceptance of my bid by JJ Manning, Auctioneer, I hereby agree to pay the sum of ( \_\_\_\_\_ Dollars) (\$ \_\_\_\_\_ .00), which is my winning bid of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ .00) plus a buyer's premium of 3%, which is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ .00) for the real estate described in the attached Notice of Sale, purchased by me this 11th day of May, 2023 at Public Auction, of which sum I agree to pay to Auctioneer or Mortgagee 10% as a Deposit within the next two business days, of which Deposit Twenty-Five Thousand Dollars (\$25,000.00) I have paid this day; and I agree to comply with the terms and conditions of sale set forth above and in the notice of sale.

PURCHASER:

\_\_\_\_\_

COUNSEL FOR MORTGAGEE:

\_\_\_\_\_

IN THE PRESENCE OF:

\_\_\_\_\_

**Purchaser Information:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Title will vest in:

\_\_\_\_\_



**MORTGAGEE'S SALE OF REAL ESTATE**

465 Washington Street, Lynn, Massachusetts 01901

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Light Matters Collaborative, LLC to Emerald Capital Lending III, LLC dated June 25, 2022 and recorded with the Southern Essex District Registry of Deeds, Book 41003, Page 18 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 11:00 o'clock A.M. on the 11<sup>th</sup> day of May, 2023, on the mortgaged premises at 465 Washington Street, Lynn, MA hereinafter described all and singular the premises described in said mortgage,

To wit:

The land together with the buildings thereon in Lynn, Essex County, Massachusetts, and numbered 122 Oxford Street and 447 through 465 Washington Street, and bounded and described as follows:

PARCEL ONE:

Easterly: by Washington Street, 50.33 feet;

Southerly: by land now or formerly of Roberts and land containing 2,418 square feet, as shown on plan hereinafter referred to, 67.64 feet;

Westerly: by land now or formerly of Evans, 15.25 feet; again

Southerly: by land now or formerly of Evans, 10 feet; again

Westerly: by land now or formerly of Brockaway, 34.67 feet; and

Northerly: by land now or formerly of said Evans, 69.28 feet.

Being shown as lot containing 3,572 square feet on plan entitled "Lynn, Mass. Subdivision of Land Owned by Sagamore Bank Bldg. Trust," made by O.W. McIntosh, Civil Engineer, dated August 1953, and filed with Essex South District Deeds as Plan No. 602 of 1953.

PARCEL TWO:

Northeasterly: by Washington Street, 73.05 feet;  
Northwesterly: by Oxford Street, 78.40 feet;  
Southwesterly: by land now or formerly of Morgan Memorial, Inc., 78.46 feet; and  
Southeasterly: by land of Sagamore Bank Building Trust, 76.85 feet.

Being shown as lot of land marked "the Trustee of Wheaton College, Wheaton, Illinois" on Plan of Land belonging to Alice P. Evans Estate situated in Lynn, Mass.," dated June 5, 1959, made by Bradford & Weed, Civil Engineers, and filed as Plan No. 479 of 1959 with Essex South District Deeds.

For title see deed recorded in Book 4913, Page 386.

Said premises will be sold subject to any and all restrictions, easements, and existing encumbrances of record prior to the mortgage, if any there be, insofar as the same are still in force and applicable to the premises, and to all taxes, tax liens, municipal betterments and assessments, if any.

Terms of Sale:

Twenty-Five Thousand Dollars (\$25,000) initial deposit in cash, certified check, or bank check is required to bid at time and place of sale with an additional Ten Percent (10%) deposit due within two business days of the sale. The balance of the purchase price shall be paid in or within thirty (30) days from the date of sale. A mortgagee's deed in the usual form, without covenants or warranty, will be delivered on receipt of the full balance of the purchase price. The successful bidder shall be required to sign a Memorandum of Terms of Sale containing the above terms at the auction sale. In the event of error in this publication, the description of the premises contained in said mortgage shall control.

Other terms to be announced at the sale.

Emerald Capital Lending III, LLC  
By its Attorneys,

/s/ Patrick J. McDonald

Publish Dates:

April 19, 2023  
April 26, 2023  
May 3, 2023

Patrick J. McDonald, Esq.  
ROBERTS, CARROLL, FELDSTEIN  
& PEIRCE INCORPORATED  
Ten Weybosset Street  
Providence, RI 02903  
(401) 521-7000 FAX (401) 521-1328

**CITY OF LYNN**  
**COLLECTOR'S OFFICE**  
**3 CITY HALL SQ ROOM 206**  
**COLLECTOR OF TAXES ELYSE C. FANNON**

Fiscal Year  
**2023**

**4th Quarter ACTUAL Real Estate Tax Bill**

Based on assessments as of January 1, 2022 your REAL ESTATE tax for the Fiscal Year beginning July 1, 2022 and ending June 30, 2023 on the parcel of real estate described below is as follows:

PROPERTY IDENTIFICATION			
Parcel ID	068-628-023	Class	340
Book/Page	40948-345	Area	9445 Sq Ft
Location	465 WASHINGTON ST		
Assessed Owner	CNC DEVELOPMENT LLC,		

RE   
 LIGHT MATTERS COLLAB LLC  
 75 SEWALL AVE  
 WINTHROP, MA 02152-1525  
 52

Issue Date: 3/31/2023		Bill Number: 4538	
TAX RATE PER \$1000 RES. COM. IND. 11.15 21.35 21.35		<b>Total Tax &amp; Assessments</b>	<b>\$17,302.04</b>
		<b>COM RETAX</b>	\$17,302.04
ASSESSED VALUES			
Residential	\$0	<b>Preliminary Tax</b>	<b>\$5,978.38</b>
Commercial	\$810,400	<b>3rd Quarter Net Tax 2/1/2023</b>	<b>\$5,661.83</b>
<b>Total Taxable Val</b>	<b>\$810,400</b>	<b>4th Quarter Net Tax 5/1/2023</b>	<b>\$5,661.83</b>
		<b>Abatements/Exemptions</b>	<b>\$0.00</b>
		<b>Tax Paid</b>	<b>\$0.00</b>
		<b>Interest Paid</b>	<b>\$0.00</b>
		<b>Current Interest</b>	<b>\$713.81</b>
		<b>Pay This Amount By 5/1/23</b>	<b>\$18,015.85</b>

Payments received after March 20, 2023 are not reflected on this bill. Interest at the rate of 14% per annum will accrue on overdue payments from the due date until the payment is made.

**TAXPAYER COPY - SAVE THIS COPY FOR YOUR RECORDS**



**New Online Billing Services at**  
<https://epay.cityhallsystems.com>

**Sign up for**  
**Online Billing Today!**

**Do not mail cash.**

**Pay-by-Phone option: call 1 (508) 381-5455**  
**(service charges apply)**

**Payments**

Please return the **BOTTOM** portion of this bill and remit

**CITY OF LYNN**  
**COLLECTOR'S OFFICE**  
**3 CITY HALL SQ ROOM 206**  
**LYNN MA 01901-1028**  
**(781) 586-6749**

**ASSESSORS' OFFICE**  
**3 CITY HALL SQUARE**  
**ROOM 202**  
**LYNN MA 01901-1028**  
**(781) 586-6702**

**Hours For Walk-In Service**

**M,W,THU 8:30-4:00**  
**TUE 8:30-8:00**  
**FRI 8:30-12:30**

SEE REVERSE SIDE FOR FURTHER INFORMATION

**REMIT COPY - SEND THIS PORTION OF THE BILL WITH PAYMENT**

**CITY OF LYNN**  
**FY 2023 4th Quarter ACTUAL Real Estate**

Location 465 WASHINGTON ST  
 Parcel ID 068-628-023

Bill Mailed To:  
 LIGHT MATTERS COLLAB LLC  
 75 SEWALL AVE  
 WINTHROP, MA 02152-1525

Issue Date: 3/31/2023

Due Date: 5/1/2023

Bill Number 4538

Parcel ID: 068-628-023

**MAKE CHECK PAYABLE TO: CITY OF LYNN**  
**AND MAIL TO:**

RE CITY OF LYNN  
 COLLECTOR'S OFFICE  
 3 CITY HALL SQ ROOM 206  
 LYNN MA 01901-1028

**WARNING: Payments are legally considered made when received by the Collector, not the date mailed. If paying by mail, please allow sufficient time for your payment to be received by the due date to avoid penalties and interest.**

**Pay This Amount By 5/1/2023**

**\$18,015.85**

# 465 Washington Street, Lynn, MA

.22± ac Potential Development Site at Oxford St

6,836± sf GBA Commercial/Office Building

Close to Public Parking & Transportation



**AUCTION:** Thursday, May 11 at 11am On-site

At high visibility corner of Washington & Oxford Streets, just a short distance from the waterfront. Near parking garages, City Hall, District Court, Post Office, Caldwell Apartments, etc. Convenient to Routes 1A, 107 & 129.

Easy access to MBTA commuter rail (.2± miles to Lynn & 1.9± miles to Swampscott stations), 9± miles to Logan Airport.

**Zoning:** CBD – Central Business District, opportunity zone

**Frontage:** 123± Washington St, 78± ft Oxford St

**Paved Lot:** 12± spaces

**Gross Building Area:** 6,836± sf

**Gross Finished Area:** 3,638± sf

**Design:** Circa 1911, 2-story wood frame brick/stucco building was originally a bank with high ceilings, brick foundation, 286± sf side canopy

**Basement:** 2,900± sf, unfinished

**Water & Sewer:** City

**HVAC:** Natural gas-fired forced hot air, central a/c

**Environmental:** See Property Info Package for PH1 Site Assessment

**Parcel ID:** 068-628-023

**Terms of Sale:** 10% certified deposit of which \$25,000 in certified or bank check at this Mortgagee's Foreclosure auction & remainder within 2 business days. 3% Buyers Premium applies. Balance in 30 days. Other terms, if any, announced at the sale. All information derived from reliable sources believed correct, but not guaranteed. Buyers shall rely entirely on their own judgment and inspection. Announcements from the Auction Block take precedence over any previously printed material or any other oral statements made. JJManning Auctioneers is acting exclusively on behalf of Seller in this transaction.

**JJManning**  
AUCTIONEERS

Property Information & Full Terms at:

[www.JJManning.com](http://www.JJManning.com)

**800.521.0111**

179 Old King's Hwy, Yarmouth Port, MA 02675



MA Auc Lic 111 • Brochure 1770  
Ref 23-2012



**THANK YOU FOR REVIEWING THE ENTIRE  
PROPERTY INFORMATION PACKAGE. WE  
LOOK FORWARD TO SEEING YOU AT THE  
AUCTION. IF YOU HAVE ANY QUESTIONS  
PLEASE DON'T HESITATE TO CONTACT US.**



**Justin Manning, CAI, AARE  
President**

**Phone: 800-521-0111**

**Fax: 508-362-1073**

**[JJManning.com](http://JJManning.com)  
[auctions@JJManning.com](mailto:auctions@JJManning.com)**

***Let JJManning Auction your Valuable Real Estate***

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**JJManning Auctioneers specializes in the accelerated marketing of residential and commercial real estate. We work with progressive sellers and real estate brokers to offer dynamic and award-winning marketing solutions.**

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