

 $Mortgagee's \ Foreclosure \ AUCTION$

20,960+/- SF GBA FORMER BRICK RECTORY .48+/- Ac. at Corner of Rt. 6 & St. Joseph St.

529 EASTERN AVE. (RT. 6), FALL RIVER, MA Thursday, April 24 at 1:00 pm On-site

MA Auc. Lic. #111





The following information is provided to you as a matter of convenience only, and no representation or warranty, expressed or implied, is made as to its accuracy or completeness.

Prospective purchasers of the auction property are responsible for conducting such due diligence of their own as they consider appropriate, prior to bidding at the auction sale.

All information contained within this Property
Information Packet was derived from reliable sources and
is believed to be correct, but is not guaranteed. Buyers
shall rely entirely on their own judgment and inspection.

Announcements from the Auction Block will take precedence over any previously printed material or any other oral statements made.

TERMS AND CONDITIONS OF SALE

MORTGAGEE: Stage Point Fund, LLC

MORTGAGOR: River Fall 529 LLC

LOCATION: 529 Eastern Avenue, Fall River, MA 02723

DATE: April 24, 2025

TERMS OF SALE:

1. All the right, title and interest in conveyed by Mortgagor to Mortgagee in that certain "Mortgage" recorded by River Fall 529, LLC to Stage Point Fund, LLC dated June 21, 2023 and recorded with the Fall River Registry of Deeds, Book 11317, Page 92, 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 529 Eastern Avenue, Fall River, MA, 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 Fifty Thousand Dollars (\$50,000) 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 <u>sole</u> 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.

AUCTIONEER

PLYMOUTH, MASSACHUSETTS

April 24, 2025

In consideration of the ac	eceptance of my bid	by JJ Manning, Auc	tioneer, 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 [Oollars (\$	00) for the real 6	estate described in the						
attached Notice of Sale, purchas	sed by me this 25th	h day of April, 2025	at Public Auction, of						
which sum I agree to pay to Au	actioneer or Mortga	agee 10% as a Depos	it within the next two						
business days, of which the Dep	osit Fifty of Thous	and Dollars (\$50,000) I have paid this day;						
and I agree to comply with the to	erms and conditions	s of sale set forth abo	ve and in the notice of						
sale.									
	J	PURCHASER:							
	-								
COUNSEL FOR MORTGAGEE:									
] ;]	Patrick J. McDonald, E ROBERTS, CARROLI & PEIRCE INCORPO Ten Weybosset Street Providence, RI 02903 (401) 521-7000 FAX (40 pmcdonald@rcfp.com	L, FELDSTEIN RATED						

IN THE PRESENCE OF:
Purchaser Information:
Name:
Address:
Email:
Phone:
Title will vest in:

MORTGAGEE'S SALE OF REAL ESTATE

529 Eastern Avenue Fall River, MA 02723

By virtue and in execution of the Power of Sale contained in a certain mortgage given by River Fall 529, LLC to Stage Point Fund, LLC dated June 21, 2023 and recorded with the Fall River Registry of Deeds, Book 11317, Page 92 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 1:00 o'clock P.M. on the 24th day of April, 2025, on the mortgaged premises at 529 Eastern Avenue, Fall River, Massachusetts 02723 hereinafter described all and singular the premises described in said mortgage,

To wit:

The lot of land in Fall River, Bristol County, Massachusetts, with all the buildings and improvements thereon, being known and numbered as 529 Eastern Avenue, being laid out and delineated as Lot A as shown on a plan of land entitled: "Approval Not Required Plan, Assessor's Map J-17 Lot 3, Map J-17 Lot 15 St. Joseph St., Bedard St., Eastern Ave., Choate St., Notre Dame St., Fall River, Massachusetts Prepared for Dream Homes, LLC Gorodetsky Engineering 422 North Main Street Fall River Mass. 02720 (508) 324-1163 Scale: I"= 40' Date: February 18, 2020" which plan is recorded with the Bristol County Fall River District Registry of Deeds in Plan Book 164, Page 65. Containing 20,783 square feet of land, more or less.

SUBJECT TO AND TOGETHER WITH THE BENEFIT of a Sewer Line Easement that runs from the conveyed lot to the manhole on the adjacent lot at 555 Eastern Avenue (also shown as Lot B on a plan of land recorded in Plan Book 164, Page 65). This Easement is for the benefit of the conveyed lot and is solely for the purposes of the repair and maintenance of said sewer line. The Grantees, their successors and/or assigns, will be solely responsible for all of the costs associated with the repair and maintenance of said sewer line.

Easement that runs from the manhole on the adjacent lot at 555 Eastern Avenue (also shown as Lot B on a plan of land recorded in Plan Book 164, Page 65) to the manhole on Bedard Street. This Easement is for the benefit of both the conveyed lot and the adjacent lot at 555 Eastern Avenue and is solely for the purposes of the repair and maintenance of said sewer line. The Grantees, their successors and/or assigns, and the owner of the adjacent lot, their successors and/or assigns, will be equally responsible for and equally share all of the costs associated with the repair and maintenance of said sewer line.

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:

A deposit of 10% of the purchase price, with Fifty Thousand Dollars (\$50,000) down payment in cash, certified check, or bank check is due time and place of sale and the remainder of the deposit due within two (2) 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.

Stage Point Fund, LLC By its Attorneys,

/s Patrick J. McDonald

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

State Tax Form 290 Certificate: 2140 21400 Issuance Date: 03/13/2025

MUNICIPAL LIEN CERTIFICATE CITY OF FALL RIVER COMMONWEALTH OF MASSACHUSETTS

Requested by EDWARD G. AVILA

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 03/13/2025 ARE LISTED BELOW.

DESCRIPTION OF PROPERTY

Parcel ID: J17-0063

529 EASTERN AVE

RIVER FALL 529 LLC 10 PRESCOTT RD LYNN	MA 0190	2	*	Land area Land Value Impr Value Land Use Exemptions Taxable Valu	ie:	0.48 AC 122,300 479,300 0 0 601,600
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Deed date: 06/22/2023 Book/Page: 11317-88

class:		

Class. IOI-KES LAND			
FISCAL YEAR	2025	2024	2023
DESCRIPTION			
COMM PRESERVATION SURCHARGE	\$86.15	\$.00	\$78.00
RESIDENTIAL REAL ESTATE TAX	\$6,888.32	\$.00	\$6,427.03
SEWER LIEN	\$747.35	\$.00	\$.00
SEWER LIEN COMMITED INTERES	\$92.71	\$.00	\$.00
WATER LIEN	\$98.00	\$.00	\$.00
WATER LIEN COMMITED INTERES	\$11.72	\$.00	\$.00
TOTAL BILLED:	\$7,924.25	\$.00	\$6,505.03
Charges/Fees	\$.00	\$.00	\$.00
Abatements/Exemptions	\$.00	\$.00	\$.00
Payments/Credits	\$.00	\$.00	-\$6,505.03
Interest to 03/13/2025	\$262.43	\$.00	\$.00
TOTAL BALANCE DUE:	\$8,186.68	\$.00	\$.00

TOTAL TAX & UB INTEREST PER DIEM:

\$4.9400

OTHER UNPAID BALANCES: Tax Title 2024-2024	\$5,933.06
2024 UTILITY BILLING 2025 UTILITY BILLING	\$293.43 \$870.32

TOTAL OTHER UNPAID BALANCES:

\$7,096.81

THE CITY ADOPTED ACTS OF 2003 CH. 46 SEC.41 AND 42 (SUPPLEMENTAL TAX ASSESSMENT ON NEW CONSTRUCTION). A SUPPLEMENTAL TAX MAY BE ASSESSED ON YOUR PROPERTY BASED ON THE DATE OF THE OCCUPANCY PERMIT. IF THIS PROPERTY WAS EXEMPT, A PROFORMA TAX MAY BE ASSESSED. IF THIS PROPERTY IS IN TAX TITLE, PLEASE CONTACT THE TREASURER'S OFFICE FOR ADDITIONAL FEES AND COSTS.

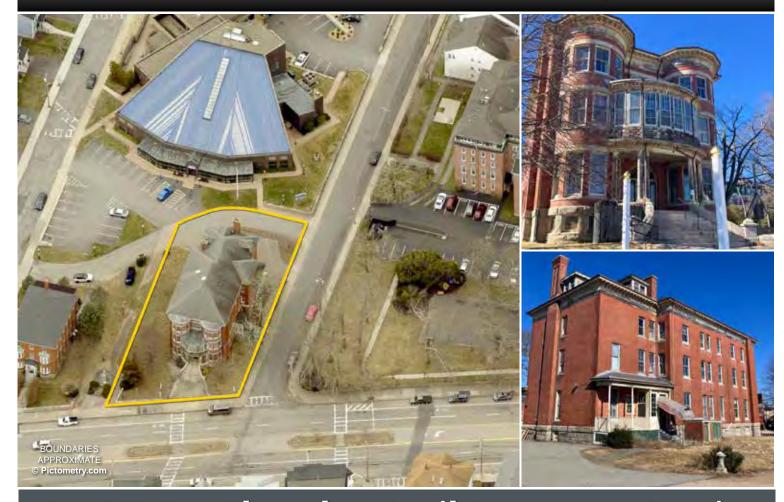
> IAN P. SCHACHNE COLLECTOR

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE

20,960± SF GBA FORMER BRICK RECTORY

529 Eastern Ave (Rt 6), Fall River, MA

.48± Acres at Corner of Rt 6 & St Joseph St



AUCTION: Thursday, April 24 at 1pm On-site

Originally built circa 1900 as a rectory for Notre Dame of Lourdes Church (later St Bernadette's). In the Flint Village Area, convenient to Lafayette Park. On Rt 6 between St Joseph St & Bedard St with easy access to I-195.

Currently described by Assessor as a single family, the property was previously the subject of City variances & a special permit in regard to a 14-unit residential project. It may also have received historic tax considerations/credits. Prospective buyers must conduct their own due diligence in regard to any redevelopment, uses, status of approvals, tax reductions or benefits for the property.

Site Area: .48± Acres (20,783± sf)

Plan Ref.: Bristol County Plan 164-65 (Lot A) Zoning: A-2 (Apartment), Housing District - HD3

Frontage: 111± ft Eastern Ave, 187± ft St Joseph St with

2 curb cuts

Driveway: Paved with room for parking Gross Building Area: 20,960± sf Gross Living Area: 12,432± sf Floors 1, 2 & 3: 4,144± sf each

Attic: 4,144± sf unfinished with 1,450± sf net area Basement: 4,144± sf full, unfinished with concrete floors Structure: Wood frame & brick exterior with 3-story front bays flanking a central 2nd story bay on a fieldstone

foundation, 2 open & 1 enclosed porch

Interior: Many wood floors, original woodwork, staircases, fireplaces, known asbestos & lead paint per MLS

Bedrooms: 6

Baths: 6.5 (6 full, 1 half) Heat: Gas-fired forced hot water

Water & Sewer: City Parcel ID: J-17-0063

Terms of Sale: 10% certified deposit of which \$50,000 in certified or bank check at this Mortgagee's Foreclosure auction & remainder of 10% within 2 business days. Balance in 30 days. 3% Buyer's Premium will be added to the high bid & result will be the total purchase price. 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.



Property Information & Full Terms at:

JJManning.com 800.521.0111

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







MA Auc Lic 111 • MA Broker Lic 5850 Brochure 1827 • Ref 25-2104

J-17 Part 1 PROPERTY	0063 Part 2		Part 3		Part 4	ļ	J-17-0063 Parcel ID IN PROCESS APPRAISAL SUMMARY				Building Location529 EASTERN AVE							II Riv	er		APPR 541,400 / 54					Total Parcel 541,400 541,400		
529 EASTERN								e Code		Buildi		Yaı	d Items		Lan	nd Size			and Va			tal Val			LAND		0 /	0
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0.48

Total SF/SM

20,783.00

Parcel LUC 101 - ONE FAMILY H

P. NBC Desc Res 05 SF

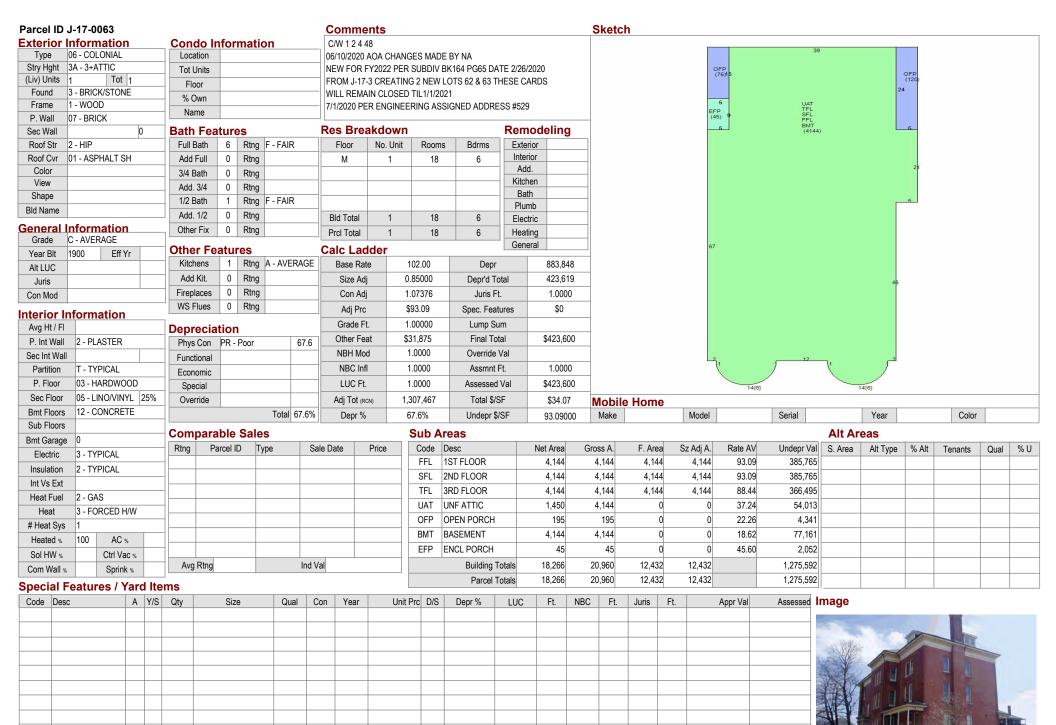
Tot

117,837

Total AC/HA

Tot

117,800



Special Feature Appr Special Feature Appr

Yard Item Appr

Yard Item Appr

Building Totals

Parcel Totals

PROPERTY ADDRESS:

529 EASTERN AVENUE FALL RIVER, MA 02723

QUITCLAIM DEED

529 Eastern Ave LLC, a Massachusetts Limited Liability Company, with a principal place of business at 410 Grove Street, Fall River, MA 02720

for consideration paid and in full consideration paid of \$750,000.00

grants to River Fall 529 LLC, a Massachusetts Limited Liability Company, with a principal place of business at 10 Prescott Road, Lynn, MA 01902

with QUITCLAIM COVENANTS

The land, situate in Fall River, Bristol County, Massachusetts, with the buildings and improvements thereon, being bounded and described as follows:

Lot A on a plan of land entitled "Approval Not Required Plan Assessor's Map J-17 Lot 3, Map J-17 Lot 15 St. Joseph Bedard St. Eastern Ave. Choate St., Notre Dame St. Fall River, Massachusetts" (the "Plan") Prepared for: Dream Homes, LLC Prepared by: Gorodetsky Engineering, 422 North Main Street, Fall River, Mass. 02720 Scale: 1" = 40' Dated: February 18, 2020, and recorded with the Bristol County Fall River District Registry of Deeds in Plan Book 164 Page 65,

Lot A contains 20,783.00 square feet of land, more or less, according to the Plan.

These premises are conveyed subject to and together with the benefits and burdens of the Easements and Restrictions shown on the Plan.

Subject to and together with the terms and conditions of a Fall River Zoning Board of Appeals Decision dated February 23, 2023 and recorded February 29, 2023 with the Bristol County, Fall River District, Registry of Deeds in Book 11239, Page 153.

Being the same premises conveyed to this Grantor by deed of Dream Homes, L.L.C., dated August 20, 2020 and recorded with the Bristol County, Fall River District, Registry of Deeds in Book 10208, Page 236.

The Grantor certifies it has never elected nor been classified as a corporation for federal income tax purposes and therefore MGL c. 62C s.51 does not apply.

Bk: 11317 Pg: 90

IN WITNESS WHEREOF, the said 529 EASTERN AVE LLC has caused its company seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Roland R. Langevin and Karen E. Langevin, its Authorized Signatories, hereto duly authorized, this 20th day of June, 2023

529 EASTERN AVE LLC

Witness: Carla P. Tavares

Witness: Carla P. Tavares

By: Roland R. Langevin, Authorized Signatory

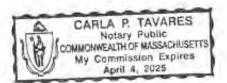
By: Karen E. Langevin, Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

BRISTOL, ss.

JUNE 20, 2023

On this 20th day of June, 2023, before me, the undersigned notary public, personally appeared Roland R. Langevin, Authorized Signatory of 529 Eastern Ave LLC, proved to me through satisfactory evidence of identification, which was his Driver's License, 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 the free act and deed of 529 Eastern Ave LLC.



Notary Public: Carla P. Tavares My Commission Expires: 4/4/2025

Bk: 11317 Pg: 91

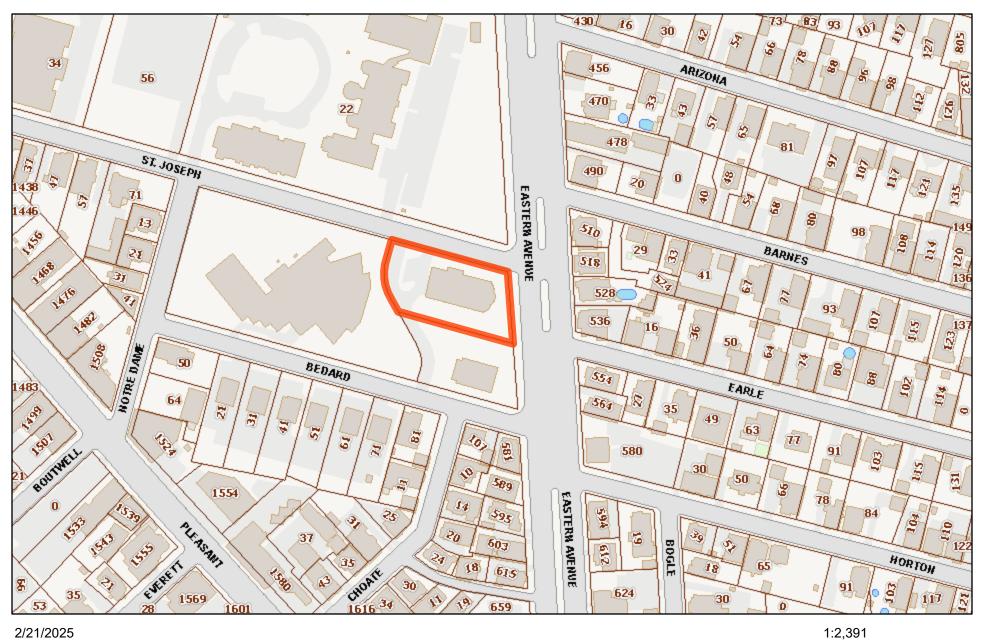
COMMONWEALTH OF MASSACHUSETTS

BRISTOL, ss. JUNE 20, 2023

On this 20th day of June, 2023, before me, the undersigned notary public, personally appeared Karen E. Langevin, Authorized Signatory of 529 Eastern Ave LLC, proved to me through satisfactory evidence of identification, which was her Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as the free act and deed of 529 Eastern Ave LLC.

CARLA P. TAVARES
Notary Public
COMMONWEATH OF MASSACHUSETTS
My Commission Expires
April 4, 2025

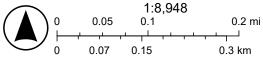
Notary Public: Carla P. Tavares My Commission Expires: 4/4/2025



Fall River



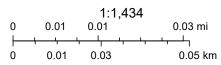
2/21/2025



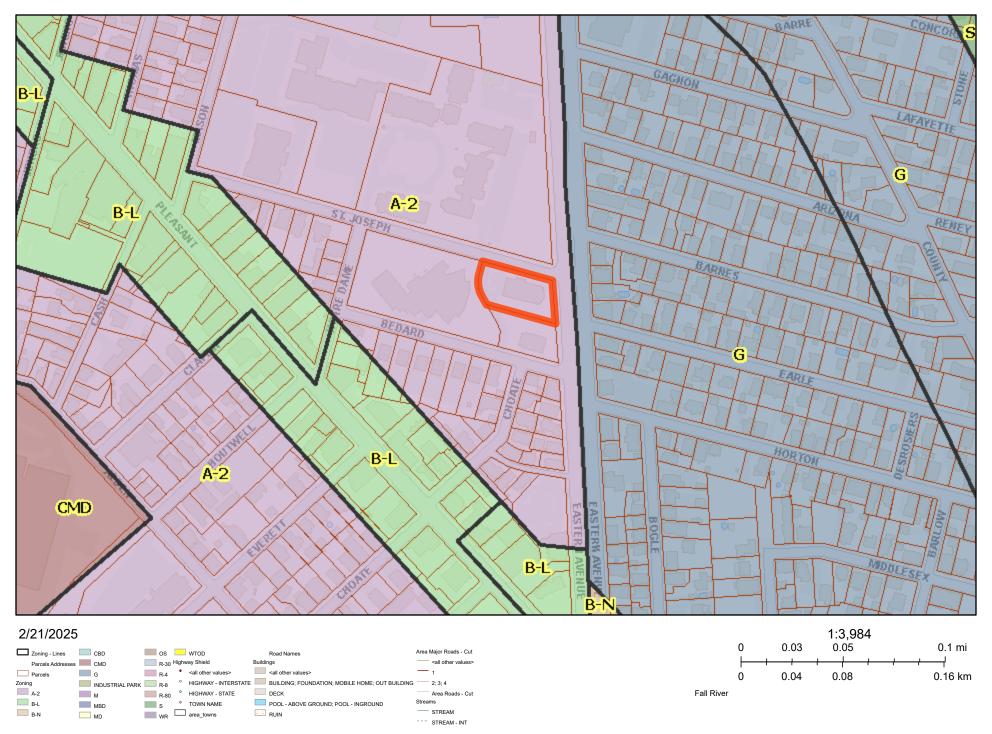
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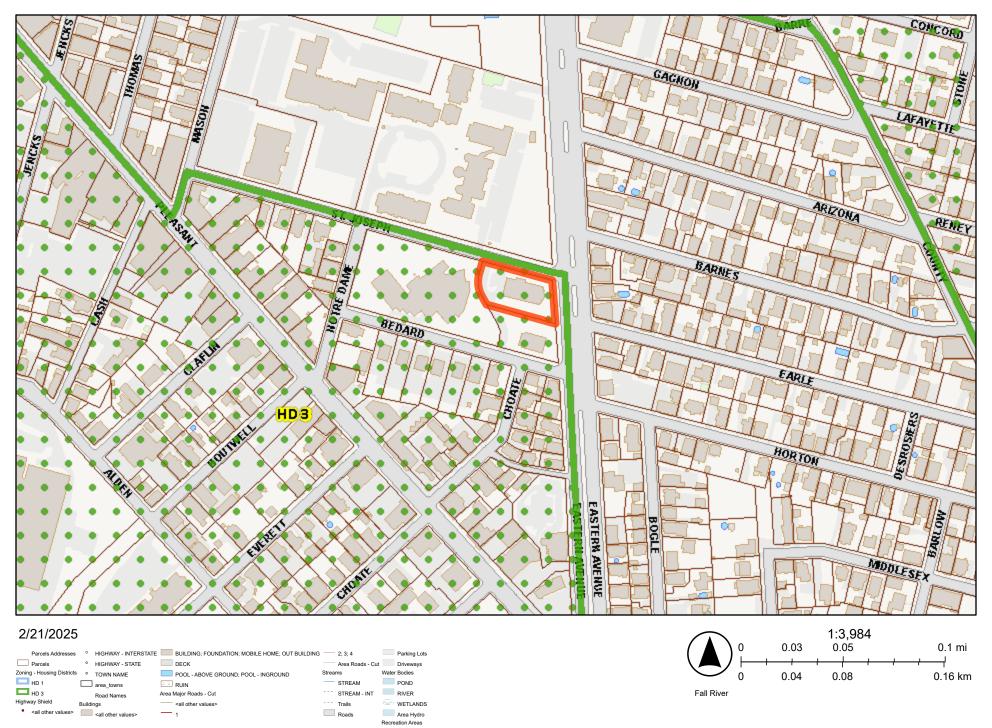


2/21/2025



Fall River







Subject Front

529 Eastern Ave

 Gross Living Area
 12,432

 Total Rooms
 18

 Total Bedrooms
 6

 Total Bathrooms
 6.1

 Location
 Average

 View
 Neighborhood

 Site
 20,778 sf

Quality

Age 123+/-



Subject Rear



Eastern Ave. Looking South



529 Eastern Ave













Eastern Street Looking North

529 Eastern Ave



St Joseph St. Looking West



Subject Interior

529 Eastern Ave

 Gross Living Area
 12,432

 Total Rooms
 18

 Total Bedrooms
 6

 Total Bathrooms
 6.1

 Location
 Average

 View
 Neighborhood

 Site
 20,778 sf

 Quality

 Age
 123+/



Subject Interior



Subject Interior



Subject Interior

529 Eastern Ave

Gross Living Area 12,432 Total Rooms 18 Total Bedrooms 6 Total Bathrooms 6.1 Location Average Neighborhood 20,778 sf View Site

Quality

123+/-Age



Subject Interior Kitchen



Subject Basement Mechanics



Subject Basement Electric

529 Eastern Ave

 Gross Living Area
 12,432

 Total Rooms
 18

 Total Bedrooms
 6

 Total Bathrooms
 6.1

 Location
 Average

 View
 Neighborhood

 Site
 20,778 sf

Quality

Age 123+/-



Subject Basement



Subject Half Bathroom



529 Eastern Ave



Subject Interior









Subject Attic

529 Eastern Ave

 Gross Living Area
 12,432

 Total Rooms
 18

 Total Bedrooms
 6

 Total Bathrooms
 6.1

 Location
 Average

 View
 Neighborhood

 Site
 20,778 sf

 Quality

 Age
 123+/

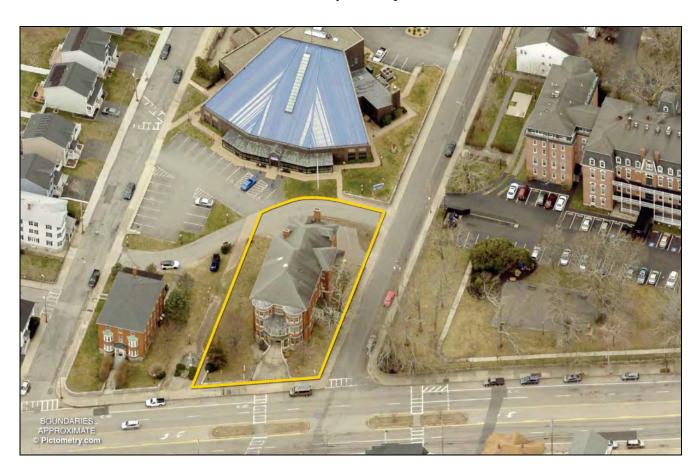






Subject Interior

PHOTO GALLERY 529 EASTERN AVE. (RT. 6), FALL RIVER, MA













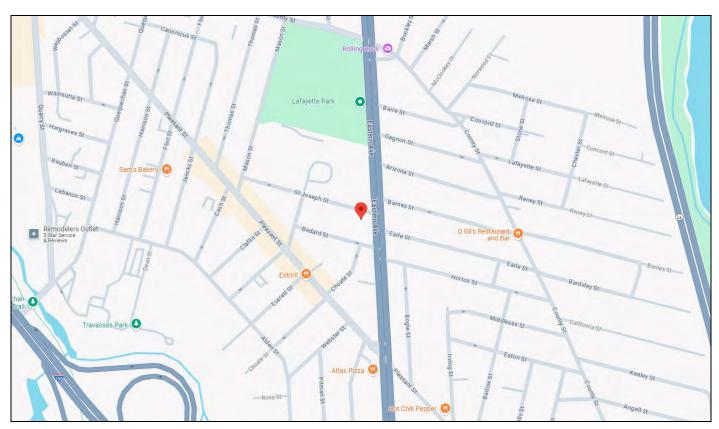


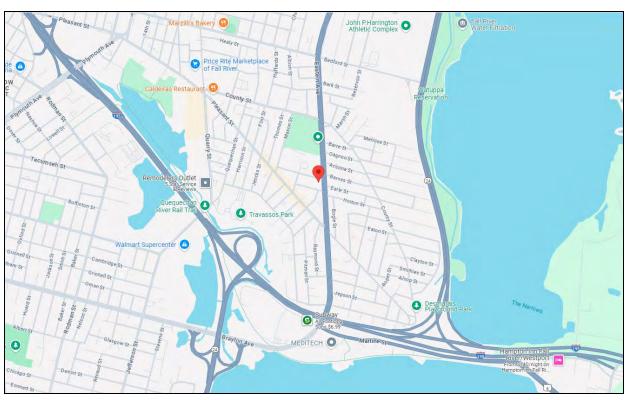






MAP 529 EASTERN AVE. (RT. 6), FALL RIVER, MA







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.



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