

JJ Manning

— AUCTIONEERS —

PROPERTY INFORMATION PACKAGE #25-2113

Mortgagee's Foreclosure AUCTION

6,928+/- SF, 4-UNIT MIXED-USE BUILDING

(2) COMMERCIAL – Restaurant & Office

(2) RESIDENTIAL – 3BR, 1BA Units

Gut Renovation in Recent Past

128 WASHINGTON ST. (RT. 113), HAVERHILL, MA

Close to Commuter Rail & Bus Station

Tuesday, April 29 at 12:00 pm On-site

MA Auc. Lic. #111



JJ Manning
AUCTIONEERS
AUCTIONEER'S DISCLAIMER

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.

**MEMORANDUM OF SALE OF REAL PROPERTY BY AUCTIONEER
(FORECLOSURE OF MORTGAGE)**

Date: April 29, 2025

Haverhill, Massachusetts

I hereby acknowledge to have this day purchased at a Mortgagee's Sale at Public Auction by JJ Manning, Auctioneer, (the "Auctioneer") that certain parcel of land with buildings thereon

known and numbered as 128 Washington Street, Haverhill, Massachusetts

now or formerly of **CELEST INVESTMENTS LLC**

and described in the Notice of Mortgagee's Sale of Real Estate attached hereto as Exhibit "A" and I agree to comply with the Terms and Conditions of the Auction as stated by the Auctioneer such being part of this Memorandum of Sale.

I have made the required deposit to bind the sale, to be forfeited to the use of the Mortgagee in the event I fail to comply with the residue of the terms of sale, but a forfeiture of said sum shall not release me from my liability under this contract. The balance of the purchase money is to be paid in cash, certified bank check or bank cashiers check in accordance with the terms of sale.

Settlement is to be made at Mirrione, Shaughnessy & Uitti, LLC. by 12:00 P.M. (NOON) on or before the thirtieth (30th) day following the execution of this Memorandum. This date and place may however be altered by agreement by the parties of the sale.

I agree to comply with the Terms and Conditions of the Auction as stated by the Auctioneer such being part of this Memorandum of Sale.

Time is of the essence of this Agreement.

SOLD FOR

AUCTIONEER,

\$ _____

PURCHASER:

DEPOSIT

BALANCE

ADDRESS/EMAIL ADDRESS

WITNESS
NAME:

CITY/TOWN STATE

TELEPHONE NUMBER

Memorandum of Sale Signed at _____ AM / PM.

TERMS & CONDITIONS OF THE AUCTION

This auction is for the property known as 128 Washington Street, Haverhill, Massachusetts (hereinafter "the Premises").

Verbal descriptions by RD WAB SPV LLC (hereinafter "the Mortgagee"), the Auctioneer or anyone connected with this sale shall not invalidate nor become part of this sale, as the Purchaser, by bidding here today acknowledges that he/she has examined these premises and the title thereto, to his/her satisfaction and accepts all known and unknown defects.

The Mortgagee and all parties for whom the Auctioneer may be acting shall not be liable for any reason whatsoever as to the accuracy of description of the listed Premises, the bounds, area involved, building and or buildings, taxes and encumbrances of every name and nature.

The Purchaser shall deposit the required deposit with the Auctioneer. Failure on the part of the Purchaser to execute a Memorandum of Sale after the Premises are sold to him/her or failure on the part of the Purchaser to perform within the specified time, as stated here today, will result in a forfeiture of deposits as liquidated damages and not as a penalty for not completing this sale.

If the deposit is so retained, it shall become the property of the mortgagee as seller under this agreement and shall not be applied on the mortgage debt and such retention of the deposit shall not release the successful bidder from his or her obligations hereunder, should the mortgagee decide to pursue the same, the mortgagee reserving the rights to pursue and/or cease to pursue any and all other rights, remedies, and courses from time to time available. Should the mortgagee elect to pursue such remedies, or should the mortgagee seek damages against the successful bidder for any reason whatsoever, the mortgagee shall be entitled to recover from the successful bidder its reasonable counsel fees and costs associated with any legal action (whether or not a lawsuit is instituted).

The Purchaser is buying subject to "GUARANTEED PERFORMANCE" of the amount bid and entered on the Memorandum of Sale. Guaranteed performance is understood to mean that in the event of default, by this Purchaser, necessitating a resale at public auction for any lesser amount, this Purchaser will pay the difference between his/her bid and that of the resale bid, if any, and further agrees to pay all costs of collecting said deficiency, if such is needed, to include reasonable attorneys fees, court costs and witness fees. The Purchaser shall have no claim to any excess that may be created by a resale.

In the event that the Purchaser at the foreclosure sale shall default in the purchase of the Premises 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 provided that the second highest bidder shall deposit with Mortgagee's attorneys, Mirrione, Shaughnessy & Uitti, LLC, 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 within twenty (20) days of said written notice. If the second highest bidder shall refuse to execute the Memorandum of Sale, the Mortgagee may, but is not obligated to do so, purchase the Premises for the amount of the second highest bid.

The owners of the premises, the Auctioneer and all parties for whom the Auctioneer may be acting, shall not be liable to any/all persons while you are in, on or about the Premises. ALL PERSONS ARE UPON THESE PREMISES AT THEIR OWN RISK.

Where a deposit has been made, only the refund of such deposit will be made to the Purchaser and this shall be Purchaser's sole remedy at law or in equity if (1) this parcel cannot be delivered in accordance with the terms as specified; or, (2) the foreclosure is rendered void or voidable due to a defect including, but not limited to, inadequate notice to lienholders, inadequate publication or defective judgment. The Purchaser agrees to accept as full settlement the refund of such deposit and to create no liability against the Mortgagee, the Auctioneer and all parties involved in this sale.

If the Mortgagee is unable to convey title because the Land Court has not yet issued a physical Judgment pursuant to the Service Members Civil Relief Act, the Mortgagee will be entitled to an extension of time to perform until it receives said Judgment. Upon receipt of the Land Court Judgment and notification to the Purchaser, the Purchaser shall have five (5) business days from said notification to deliver the balance of the purchase price. Notwithstanding the foregoing, the Purchaser shall have the right to accept conveyance without the Land Court Judgment, in which case the Purchaser assumes all risks and responsibilities related thereto. Time is of the essence of this agreement.

The Auctioneer reserves the following:

- (1) the right to re-offer the listed parcel, opening at the last bid, in the event two or more bidders claim to be the successful Bidder.
- (2) the right to bid for and on behalf of any Purchaser and the Mortgagee.
- (3) the right to accept or reject any and all bids.

No personal property within, on or about the listed Premises is included in this sale unless specifically listed in an attached sheet as an addendum.

The Purchaser shall take the property subject to all real estate taxes, water and sewer charges, utility obligations, assessments and liens or claims in the nature of liens up to the time of the recording of the Foreclosure Deed.

The Purchaser shall pay all costs of recording and required documentary stamps. In addition, the Purchaser shall be responsible for any attorney's fees and costs relative to title examination, document preparation and closing as well as any real estate broker's commissions which may be due, if any.

The title to the Premises shall be that which was conveyed by the Mortgage Deed to the Mortgagee and the Purchaser shall take title to the Premises by the usual Foreclosure Deed without covenants.

The Premises is being sold "AS IS" and without representation or warranty of its condition, construction, fitness for habitation or whether it conforms to applicable federal, state or local building and sanitary codes, including but not limited to whether or not the septic system, if any, complies with Title 5 Regulations enacted by the Department of Environmental Protection and any and all state and local requirements for septic approval and inspection. Any and all septic system approvals, certifications, inspections and upgrades shall be conducted and paid for by the Purchaser. The Purchaser hereby agrees to inspect the septic system, if any, and comply with Title 5 requirements at his/her own expense. The Purchaser agrees to indemnify and hold harmless the foreclosing Mortgagee concerning any and all ramifications arising from Title 5 septic requirements. THE FORECLOSING MORTGAGEE SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY APPROVALS, CERTIFICATIONS, INSPECTIONS AND UPGRADES OF THE SEPTIC SYSTEM, IF ANY.

Purchaser acknowledges that the Premises is being sold in an "AS IS" and "WHERE IS" condition, without any representation or warranty whether express, implied, or imposed by law. Without limiting the foregoing total exclusion of representations and warranties, the sale is made without any representations or warranties as to the title, or as to the validity, enforceability, or perfection of Mortgagee's right or interest. Purchaser also acknowledges that Purchaser has not been influenced to enter into this transaction nor has it relied upon any warranties or representations of any kind, whether express or implied, including, without limitation, warranties as to merchantability of fitness for any particular purpose. In addition, Purchaser acknowledges that Purchaser shall be obligated to obtain all necessary certificates, permits or approvals in connection with the sale, construction, development, use or occupancy of the Premises.

The Premises is being sold subject to the rights of all existing tenants, occupants, and others claiming possession, if any. No representation is made by the Mortgage holder as to whether the present tenancies are subject to rent control, or what, if any, the monthly income rental income is from such tenancies.

The Purchaser, if needed, will be responsible for installation of fire and smoke detector devices in compliance with Massachusetts General Laws.

The Purchaser will be required to sign a notification certification that he/she has been properly advised as to the fact that the Premises being sold, if built prior to January 1, 1978, may have lead paint contamination. The Purchaser will be responsible for compliance with Massachusetts lead paint laws and regulations. In addition, the Mortgagee makes no representation of the Premises contains asbestos, radon or any other contaminant. The Purchaser shall take the Premises AS-IS.

Copies of the Memorandum of Sale and any certificates as announced are available for inspection.

The delivery of the Foreclosure Deed by the Mortgagee to Purchaser shall be deemed to be a full performance and discharge of every agreement and obligation of the Mortgagee.

The Auctioneer requests that all qualified bidders, please remain on the Premises even after the parcel is declared as sold, as the auction proceedings are not complete until the deposit as stipulated in the newspaper advertisement has been accepted by the Auctioneer, the Attorney and/or the Parties in Interest and the Memorandum of Sale has been signed.

ACCEPTANCE OF TERMS - ALL BIDDERS, BY BIDDING AT THIS AUCTION SALE SHALL BE DEEMED TO HAVE READ, HEARD AND UNDERSTOOD ALL THE AFOREMENTIONED TERMS AND CONDITIONS OF THIS AUCTION AND BY BIDDING, AGREE TO ABIDE BY SUCH RULES, REGULATIONS, TERMS AND CONDITIONS.

PURCHASER

You have been the successful bidder at the foreclosure sale of the Premises. Pursuant to the Memorandum of Sale and Terms and Conditions of the Sale, you are required to complete the closing on or within thirty (30) days from this date. It is your responsibility to keep the Premises insured and you are responsible for any tenants that may exist on the Premises.

If you have an attorney that will represent you in the purchase of this property, that attorney should contact Gary M. Hogan, Esq. at Mirrione, Shaughnessy & Uitti, LLC as soon as possible to establish smooth communication and procedures regarding the closing. If you intend to finance the purchase, it is your responsibility to make sure that your financing bank is ready to close in thirty (30) days. You should have your mortgage representative and certainly the bank's counsel contact Gary M. Hogan as soon as possible. (You may want to order your title work done in advance through the financing bank. Remember, the foreclosing bank is not required to extend the closing past the scheduled closing date if your bank is not ready to close.)

The closing is scheduled to take place at Mirrione, Shaughnessy & Uitti, LLC, though arrangements are possible to close elsewhere.

PURCHASER

EXHIBIT "A"

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Commercial Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated September 3, 2024 given by Celest Investments LLC to RD WAB SPV LLC, said mortgage recorded with the Essex County (South) District Registry of Deeds in Book 42308, Page 371, and 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 **12:00 p.m. on the 29th day of April, 2025** on the premises at 128 Washington Street, Haverhill, MA 01832, all and singular the premises described in said mortgage.

To wit:

Property Address: **128 Washington Street, Haverhill, Massachusetts 01832**

The land in Haverhill, Essex County, Massachusetts, with the buildings thereon on the southerly side of Washington Street, being lot numbered 17, as shown on Plan 310 in the Engineer's Office of the City of Haverhill, bounded according to said plan as follows:

NORTHWESTERLY by said Washington Street, 25.3 feet;

SOUTHWESTERLY by way known as Saunders Place, 70.15 feet;

SOUTHEASTERLY along the center line of a way known as Phoenix Row, 25.3 feet more or less; and

NORTHWESTERLY by the center partition wall (along the building numbered 124-126 Washington Street) 70.15 feet, more or less.

Containing 2,086 square feet, more or less, according to said plan.

Together with the right, in common with others entitled thereto for all purposes of travel, of said Phoenix Row and a strip of land 12 feet in width on the westerly portion of the premises known as Saunders Place running from said Washington Street to said Phoenix Row and connection therewith.

Subject to an easement dated January 23, 1074, recorded with the Essex South District Registry of Deeds book 6044 Page 389.

For grantor's title, see Deed recorded as Book 39749, Page 401.

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 and rights of any tenants and parties in possession, if there be any, 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 successful bidder will pay all costs of recording the foreclosure deed and any other foreclosure documents including, without limitation, all state and county excise stamp fees, and shall also be responsible for any Title 5 inspection and repair requirements.

Terms of sale: A ten (10%) percent deposit of which Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) by certified or bank check will be required to be paid by the purchaser at the time and place of sale with the balance due on or before 4:00 p.m. May 1, 2025. A two (2%) percent buyer premium will be added to the highest bid to constitute the purchase price. The balance is to be paid by certified or bank check to Baker, Braverman & Barbadoro, P.C., 1200 Crown Colony Drive, Suite 610, Quincy, MA 02169 within thirty (30) days from the date of sale. Deed will be provided to 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.

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

RD WAB SPV LLC
Present holder of said mortgage
By its Attorneys,
Baker, Braverman & Barbadoro, P.C.
1200 Crown Colony Drive, Suite 610
Quincy, MA 02169

Based on assessments as of January 1, 2024, your Real Estate Tax for the fiscal year beginning July 1, 2024 and ending June 30, 2025 on the parcel of real estate described below is as follows:

PROPERTY DESCRIPTION			
128 WASHINGTON ST			
State Class			1
Land Area	0.041 AC		
Parcel ID	310-1-17		
Book/Page	39749-401		
Deed Date	04/09/2021		
RE TAX RATE PER \$1,000			
1-Res	2-OpSp	3-Comm	4-Indust
\$10.71	\$0.00	\$19.43	\$19.43

Assessed owner as of January 1, 2024:

CELEST INVESTMENTS, LLC
82 OSGOOD ST
LAWRENCE MA 01843-1848

THE COMMONWEALTH OF MASSACHUSETTS
SEE REVERSE SIDE FOR IMPORTANT INFORMATION
City of Haverhill
Fiscal Year 2025 Actual Real Estate Tax Bill

Treasurer/Collector: Yenise Rozon, CMMT/CMMC
Office Hours: Monday - Friday 8:00 AM - 4:00 PM
Telephone Numbers: Collector: (978) 374-2320 Assessor: (978) 374-2316
Mail Check Payments To: City of Haverhill Collector of Taxes PO Box 4202 Woburn, MA 01888-4202
Pay OnLine: www.cityofhaverhill.com
Pay by Phone: (855) 453-8178

Land Value	\$106,200
Building Value	\$578,100
Other Value	\$0
Total Taxable Value	\$684,300

TAXPAYER'S COPY

Bill No.	2298
Real Estate Tax	\$9,334.77
Special Assessments	\$4,409.86
Total Tax/Spec. Assess.	\$13,744.63
Preliminary Tax	\$4,456.13
Current Payments/Credits	\$2,228.07
Exemptions/Abatements	\$0.00
Past Due	\$2,228.06
Interest	\$78.62
Fees	\$0.00
3rd Qtr. Due 2/3/2025	\$6,950.93
4th Qtr. Due 5/1/2025	\$4,644.25

SPECIAL ASSESSMENTS		
Type	Amount	Interest
Sewer Lien	\$2,490.56	\$322.85
Water Lien	\$1,409.98	\$186.47



City of Haverhill
Treasurer/Collector
4 Summer Street, Room 114
PO Box 969
Haverhill, MA 01831-1099

Fiscal Year 2025 Actual Real Estate Tax Bill

CELEST INVESTMENTS, LLC
82 OSGOOD ST
LAWRENCE MA 01843-1848

COLLECTOR'S COPY
4th Quarter Payment
Return This Portion With Your Payment

Bill Date	4/1/2025	Bill No.	2298
Location:	128 WASHINGTON ST		
Parcel ID:	310-1-17		
AMOUNT DUE 5/1/2025	\$4,644.25		

Interest at the rate of 14% per annum will accrue on overdue payments from the due date until payment is made.

Payments made after 12/13/2024 may not be reflected on this bill.

Make Check Payable and Mail To:

City of Haverhill
Collector of Taxes
PO Box 4202
Woburn, MA 01888-4202

01030000000229800004644250004250501254



City of Haverhill
Treasurer/Collector
4 Summer Street, Room 114
PO Box 969
Haverhill, MA 01831-1099

COLLECTOR'S COPY
3rd Quarter Payment
Return This Portion With Your Payment

Bill Date	1/1/2025	Bill No.	2298
Location:	128 WASHINGTON ST		
Parcel ID:	310-1-17		
AMOUNT DUE 2/3/2025	\$6,950.93		

Abatement applications are due in the Assessor's office at City Hall by 2/3/2025.

Make Check Payable and Mail To:

City of Haverhill
Collector of Taxes
PO Box 4202
Woburn, MA 01888-4202

01030000000229800006950930003250203252

MAY REMIT

FEBRUARY REMIT



3-3

Fiscal Year 2025 Actual Real Estate Tax Bill

513

*****SNGLP
CELEST INVESTMENTS, LLC
82 OSGOOD ST
LAWRENCE MA 01843-1848



(/portal/(S(zwhyar3eaueblfqxh2l5zkvo))/2/Site.aspx?g=0274c9ad-5cf8-48d7-adb3-ee305a0eeb85)



Sign In

(customerlogin.aspx?billerguid=40c81028-0990-4e89-aad9-75fe26c6872a&iti=8&vs=1)



Search (customerlocator.aspx?iti=8&bg=40c81028-0990-4e89-aad9-75fe26c6872a&vsii=1&i=cb04aecb-b42b-430b-8c1a-17232347fa16)



Help

Return to previous page (CustomerLocatorResults.aspx?bg=40c81028-0990-4e89-aad9-75fe26c6872a&iti=8&vsii=1)

Related Invoices

We found the following related invoices. Please review your results and selected invoices to Pay.

Select	Invoice
<input type="checkbox"/>	CELEST INVESTMENTS, LLC Due on 5/1/2025 Balance Due: \$11,798.24 View Invoice (https://www.invoicecloud.com/portal/pdf.aspx?InvoiceGUID=cb04aecb-b42b-430b-8c1a-17232347fa16&BillerGUID=40c81028-0990-4e89-aad9-75fe26c6872a&iti=8&vs=1) Remind Me
<input type="checkbox"/>	CELEST INVESTMENTS, LLC Due on 2/3/2025 Balance Due: \$0.00 View Invoice (https://www.invoicecloud.com/portal/pdf.aspx?InvoiceGUID=fa86fff1-3311-4bc8-8115-2f71f05b852b&BillerGUID=40c81028-0990-4e89-aad9-75fe26c6872a&iti=8&vs=1) Remind Me
<input type="checkbox"/>	CELEST INVESTMENTS, LLC Due on 11/1/2024 Balance Due: \$0.00 View Invoice (https://www.invoicecloud.com/portal/pdf.aspx?InvoiceGUID=74851e9b-deb6-4303-9dfe-12ad71717299&BillerGUID=40c81028-0990-4e89-aad9-75fe26c6872a&iti=8&vs=1) Remind Me
<input type="checkbox"/>	CELEST INVESTMENTS, LLC Due on 8/1/2024 Balance Due: \$0.00 View Invoice (https://www.invoicecloud.com/portal/pdf.aspx?InvoiceGUID=8a28e424-8e70-4e9a-89e9-82603fcedc37&BillerGUID=40c81028-0990-4e89-aad9-75fe26c6872a&iti=8&vs=1) Remind Me
<input type="checkbox"/>	CELEST INVESTMENTS, LLC Due on 5/1/2024 Balance Due: \$0.00 View Invoice (https://www.invoicecloud.com/portal/pdf.aspx?InvoiceGUID=8b5c0c70-b193-48db-9d91-902ac9c7898d&BillerGUID=40c81028-0990-4e89-aad9-75fe26c6872a&iti=8&vs=1) Remind Me

Showing 1 to 5 of 8 entries

+ Add Selected Invoices

Register Selected



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Accessibility (https://invoicecloud.net/accessibility-statement)

HAVERHILL, MA

Six Income Properties to be Offered Individually (5) Multi-Unit Residential & (1) Mixed-Use

The majority of these predominantly turn-of-the-century character properties have benefitted from recent extensive renovations with the others having been updated through the years



25-2111



25-2112



25-2113



25-2114



25-2115



25-2116

AUCTIONS: Tuesday, April 29

See chart for times & locations

Haverhill is a vibrant Essex County city on the New Hampshire border, 35± miles north of Boston

These six properties are generally located within a block of the bus & within a mile of the central business district, MBTA commuter rail station as well as I-495

Auction Time	Haverhill, MA Address	SF GLA	# Units	Description	Acre	Zoning	Auc Ref
11:00 AM	368-370 River St	6,600±	6	Apartment Building with (5) 3BR, (1) 2BR	0.138±	RU	25-2111
11:30 AM	77-79 Beach St	5,060±	5	Multi-Family with (1) 5BR, (3) 3BR, 1 (2BR)	0.176±	RU	25-2112
12:00 PM	128 Washington St	6,928±	4	Mixed-Use - (2) Comm Office & Restaurant, (2) 2BR	0.041±	CC	25-2113
12:30 PM	5-7 Arlington St	5,025±	6	Multi-Family with (3) 3BR, (3) 2BR	0.084±	CC	25-2114
1:00 PM	1-7 5th Ave	7,056±	6	Multi-Family with (3) 3BR, (3) 2BR	0.144±	RU	25-2115
1:30 PM	123-125 Cedar St	5,601±	6	Apartment Building with (4) 3BR, (2) 2BR	0.99±	RH	25-2116

Terms of Sale:

10% certified deposit of which \$25,000 minimum per property in certified or bank check at these Mortgagee's Foreclosure auctions & remainder by 4pm ET on Thursday, May 1, 2025. 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:

JJManning.com

800.521.0111

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



MA AUC LIC 111 • MA BROKER LIC 5850
Brochure 1831 • Ref 25-2111 to 25-2116

Map

Block

Lot

Lot

Lot

CARD

City of Haverhill

APPRaised: 684,300 /

Total Card /

Total Parcel

684,300

USE VALUE: 684,300 /

684,300

ASSESSed: 684,300 /

684,300

PROPERTY LOCATION

Table with columns: No, Alt No, Direction/Street/City, Unit #, Owner 1, Owner 2, Owner 3, Street 1, Street 2, Twn/City, St/Prov, Postal, Own Occ, Y, Type.

PREVIOUS OWNER

Table with columns: Owner 1, Owner 2, Street 1, Twn/City, St/Prov, Postal, Cntry, Type.

NARRATIVE DESCRIPTION

This parcel contains .041 ACRES of land mainly classified as RES/COMM with a COMM BLOCK Building built about 1890, having primarily BRICK Exterior and 6928 Square Feet, with 3 Units, 2 Baths, 0 3/4 Bath, 4 HalfBaths, 10 Rooms, and 6 Bdrms.

OTHER ASSESSMENTS

Table with columns: Code, Descrip/No, Amount, Com. Int.

PROPERTY FACTORS

Table with columns: Item, Code, Description, %, Item, Code, Description, Census, Flood Haz, D, s, t, Exmpt, Topo, Street, Gas.

LAND SECTION (First 7 lines only)

Table with columns: Use Code, Description, LUC Fact, No of Units, Depth / PriceUnits, Unit Type, Land Type, LT Factor, Base Value, Unit Price, Adj, Neigh, Neigh Infl, Neigh Mod, Infl 1, %, Infl 2, %, Infl 3, %, Appraised Value, Alt Class, %, Spec Land, J Code, Fact, Use Value, Notes.

IN PROCESS APPRAISAL SUMMARY

Table with columns: Use Code, Land Size, Building Value, Yard Items, Land Value, Total Value, Total Card, Total Parcel, Source, Market Adj Cost, Total Value per SQ unit /Card, /Parcel.

PREVIOUS ASSESSMENT

Table with columns: Tax Yr, Use, Cat, Bldg Value, Yrd Items, Land Size, Land Value, Total Value, Asses'd Value, Notes, Date.

SALES INFORMATION

Table with columns: Grantor, Legal Ref, Type, Date, Sale Code, Sale Price, V, Tst, Verif, Notes.

BUILDING PERMITS

Table with columns: Date, Number, Descrip, Amount, C/O, Last Visit, Fed Code, F. Descrip, Comment.

Table with columns: Legal Description, User Acct, Entered Lot Size, Total Land, Land Unit Type.

Parcel ID 310-1-17

Table with columns: Date, Time, Date, Time, Date, Time, Date, Time, Date, Time.

PAT ACCT.

Table with columns: Date, Time, Date, Time, Date, Time, Date, Time, Date, Time.

ACTIVITY INFORMATION

Table with columns: Date, Result, By, Name, Date, Result, By, Name, Date, Result, By, Name.

Sign: VERIFICATION OF VISIT NOT DATA



USER DEFINED

Table with columns: Prior Id # 1, Prior Id # 2, Prior Id # 3, Prior Id # 1, Prior Id # 2, Prior Id # 3, Prior Id # 1, Prior Id # 2, Prior Id # 3, ASR Map, Fact Dist, Reval Dist, Year, LandReason, BldReason, CivilDistrict, Ratio.

Subject Neighborhood Profile

A neighborhood is defined as a grouping of complimentary land uses. The subject neighborhood is bounded by the following:

Northern Boundary	New Hampshire State Border
Southern Boundary	Washington St (Mass 133)
Western Boundary	New Hampshire State Border
Eastern Boundary	Merrimack River

The subject property is situated in Haverhill, on the south side of Washington Street, directly across from its intersection with Wilson Street.

Market Area/Neighborhood Profile	
Population Trend:	Stable growth.
Range in Improvement Ages:	1 to 250 years
Public Transportation:	There is public transportation throughout the community, with access by bus and commuter rail close to the subject.
Development Built-up:	85% +/-
Maintenance/Condition:	The subject neighborhood is well maintained with pride of ownership evident throughout.
Property Compatibility:	The subject property fits in well with the surrounding neighborhood.
Appeal/Appearance:	The subject is located very close to the suburban community downtown district, average in appeal and desirability.
Protection/ Adverse Influence:	There were no adverse physical influences within the subject market.
Development Potential:	The neighborhood is 85% built out and development potential is limited, but rehabilitation and renovations were evident in the neighborhood.
Police / Fire:	Average as compared to other neighborhoods in this market area.
Supply/ Demand:	Supply and demand appear to be in balance.
Development Trend:	The subject neighborhood has experienced a surge in development, with the city government focused on revitalization of the downtown area.
Value Trend:	Stable.
Population Trend:	Stable growth.
Employment Stability:	The unemployment rate is above the national average at 7.5%. Employment outlook is above average.
Vacancy Trend:	Stable, at 3% to 8%, depending on property type, use, condition, and location.
Change in Land Use:	Not likely.

Physical Characteristics of the Site

Site Dimensions:	25.3" X 70.15'												
Frontage:	25.3'												
Total Site Area:	1,769 square feet or 0.04 Acres, subject to survey.												
Usable Land Area	0.04 acre												
Excess Land Area	None.												
Shape of Tract:	Rectangular.												
Topography:	Downward to south (toward river).												
Access:	The subject has access at the road frontage of Wilson Street. Access is average for the area.												
Corner Influence:	The subject is a corner lot.												
Easements:	None noted that influence property value, typical utility and shared access easements appear to exist.												
Encroachments:	None noted from site visit, encroachments subject to survey.												
Parking:	Subject has a large public parking area behind the building.												
Site Lighting:	There is vapor pole lighting at street.												
Walks and Landscaping:	Limited and typical for the market.												
Utilities to Site:	<p>The utilities to the site are as follows:</p> <table><tr><td>Sewer</td><td>Public</td></tr><tr><td>Water</td><td>Public</td></tr><tr><td>Electric:</td><td>National Grid</td></tr><tr><td>Natural Gas:</td><td>National Grid</td></tr><tr><td>Phone:</td><td>Available</td></tr><tr><td>Police and Fire:</td><td>Public</td></tr></table>	Sewer	Public	Water	Public	Electric:	National Grid	Natural Gas:	National Grid	Phone:	Available	Police and Fire:	Public
Sewer	Public												
Water	Public												
Electric:	National Grid												
Natural Gas:	National Grid												
Phone:	Available												
Police and Fire:	Public												
Curbs and Gutters:	There are curbs on the subject street, the drainage is provided through storm sewers.												
Sidewalks:	There are public sidewalks along street frontage.												
Flood Designation:	The subject is located on F.E.M.A. Panel #25009C0089F dated July 3, 2012. According to this map, the subject is not in the 100- or 500-year floodplain as it lies within Flood Zone X.												

General Description	
General Property Type:	Mixed-Use
Specific Property Type:	4 Unit mixed-use property
Number of Buildings:	One (1)
Year Built:	1890
Number of Stories:	Four (4)
Gross Building Area:	7,540 SF (Includes Porch & Deck)
Net Rentable Area:	6,928 SF
Design and Functionality:	The subject has a functional floorplan and layout.
Construction Class:	Class C.
Construction Quality:	Above average workmanship and materials.
Exterior Construction Detail	
Footings:	Stone and concrete.
Foundation Walls:	Stone and brick.
Sub-Floor Construction:	Wood over basement.
Framing:	Masonry and wood frame structure.
Exterior Wall Material:	Masonry.
Roof Construction:	Rubber membrane on wood stick-built truss system and plywood and/or wood plank decking.
Windows:	Wood frame (vinyl clad replacement) windows.
Exterior Doors:	Wood with glass inserts.
Mechanical Description	
Heating System:	Gas, forced air, zoned and metered for each unit.
Cooling System:	Central refrigerated air, individually for each unit.
Plumbing:	The plumbing systems capacity is assumed to be applicable building codes, functional and adequate. Condition of unseen pipes are assumed to be typical of similar properties in the market.
Electrical Service:	The electrical system capacity is assumed to be to applicable building codes and adequate.
Elevator Service:	None.
Fire Protection:	Building wide connected fire alarm system and wet sprinklers.

Interior Description	
Building Layout:	Two commercial and two residential 3-bedroom units. The lower level office unit has entrance from the public parking lot behind the building, there are multiple rooms that can be used as reception, private offices or treatment rooms, board room, kitchenette and unisex lavatory. The 1 st level retail unit is currently a restaurant, with dining area, bar, kitchen, and men's and women's lavatories. The restaurant also occupies a section of the lower level with storage, utilities, beer refrigeration and tap equipment. The two upper levels each have a single residential unit with living room, kitchen, 3 bedrooms, and bathroom. The units have various floorplans, which is typical in the market.
Ceilings:	Drywall and/or plaster on lathe.
Lighting:	Typical residential lighting fixtures
Partitions and Interior Walls:	Drywall and/or plaster on lathe.
Trim:	Typical wood trim.
Floor Cover:	Carpet, hardwood, and ceramic tile.
Interior Doors:	Wood.
Restrooms:	Commercial units have one lavatory in the office and two in the restaurant, ADA compliance unknown (but assumed for restaurant). Each residential unit has a full bath with shower/tub combination with fiberglass shower surround.
Site Improvements	
Parking:	The subject property has no onsite parking, but is located with a large public parking lot in rear. (see aerial photo in exhibits)
Parking Ratio:	N/A, adequate public parking.
Outside Lighting:	There is vapor pole lighting at street.
Onsite Landscaping:	Limited and typical for the market.
Signage:	Building mounted signage.
Auxiliary Buildings:	None.
Other:	None.
Physical Condition	
Year Built:	1890
Effective Age:	15 years
Expected & Remaining Useful Life:	60 years 45 years
Past Maintenance:	The subject has received gut renovation, modernizations, and repairs of deferred maintenance within the past 5 years. All units have had total renovation and modernization.
Deferred Maintenance:	There are no deferred maintenance items which cause a negative impact on the subject property.
Condition:	Above average+.
External Influences:	There are no external factors that affect the marketability as of the date of the appraisal
Functional Utility:	The subject does not suffer from any functional obsolescence.
Summary:	The subject property is functional mixed-use property. The condition of the subject property is above average+ overall condition.

SUBJECT PHOTOGRAPHS

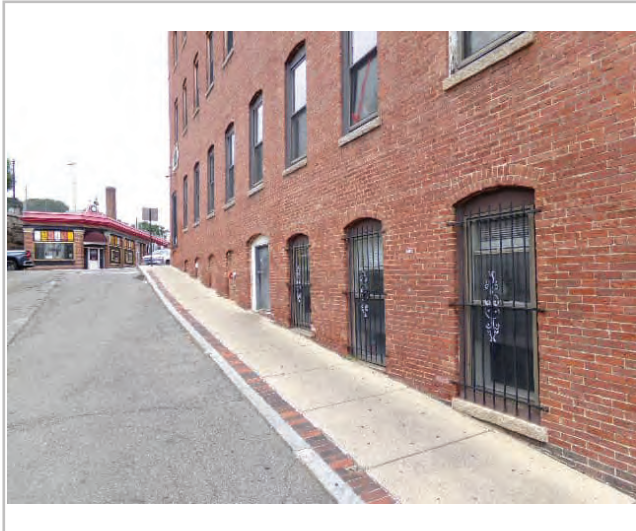


FRONT



REAR

SUBJECT PHOTOGRAPHS



EXTERIOR



EXTERIOR

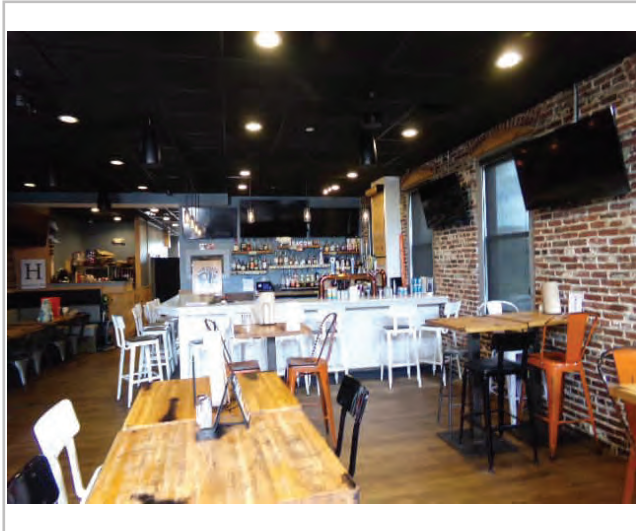


EXTERIOR - PUBLIC PARKING IN REAR



EXTERIOR - RESTAURANT DECK

SUBJECT PHOTOGRAPHS



INTERIOR - RESTAURANT



INTERIOR - RESTAURANT

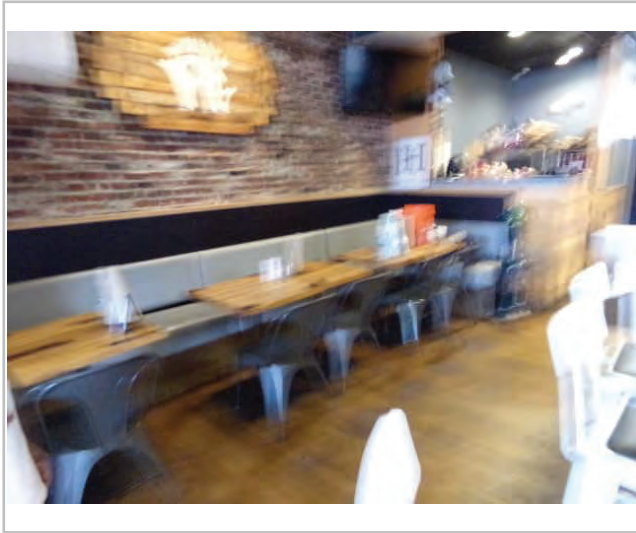


INTERIOR - RESTAURANT

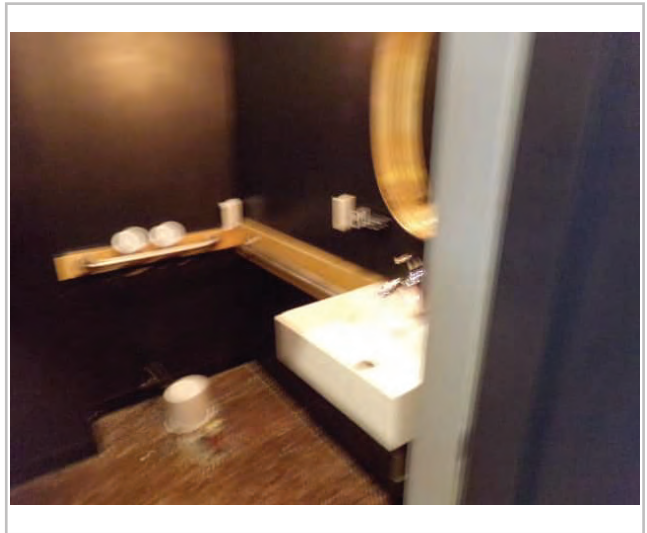


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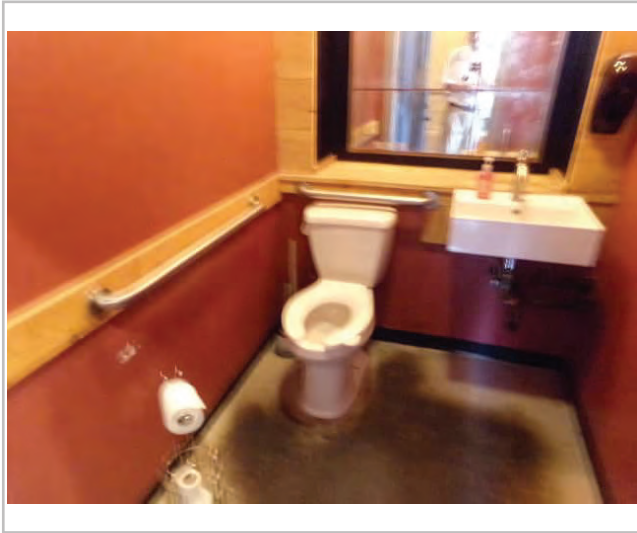
SUBJECT PHOTOGRAPHS



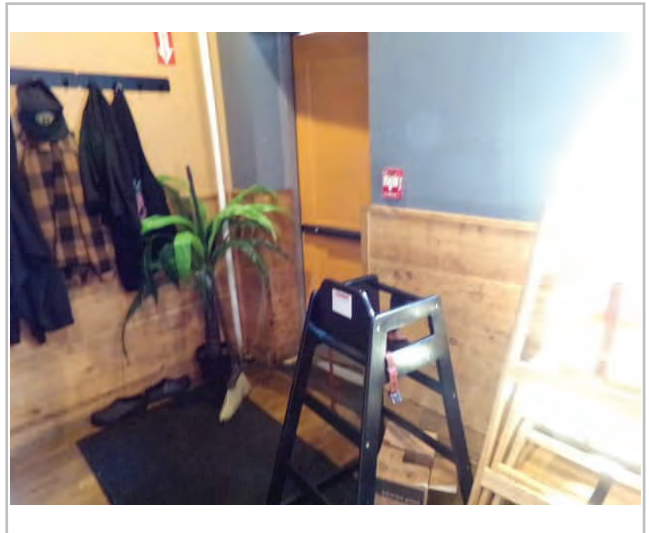
INTERIOR - RESTAURANT



INTERIOR - RESTAURANT



INTERIOR - RESTAURANT

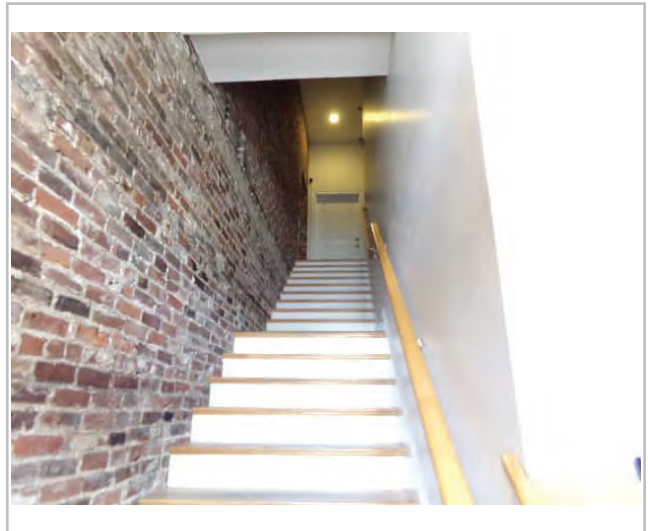


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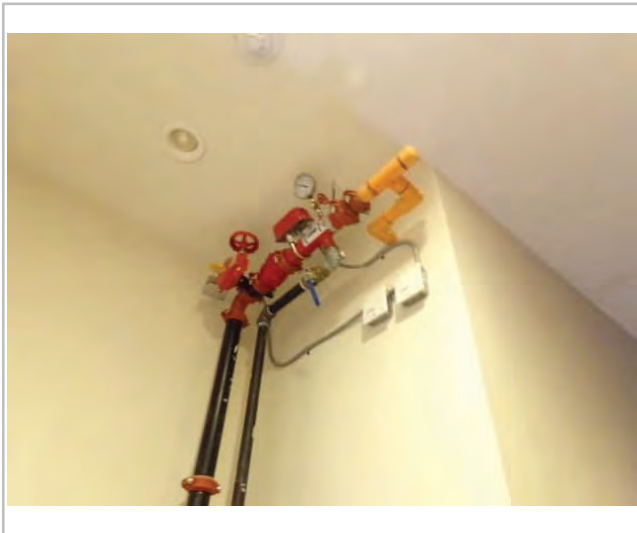
SUBJECT PHOTOGRAPHS



INTERIOR - COMMON AREA



INTERIOR - COMMON AREA



INTERIOR - SPRINKLER SYSTEM

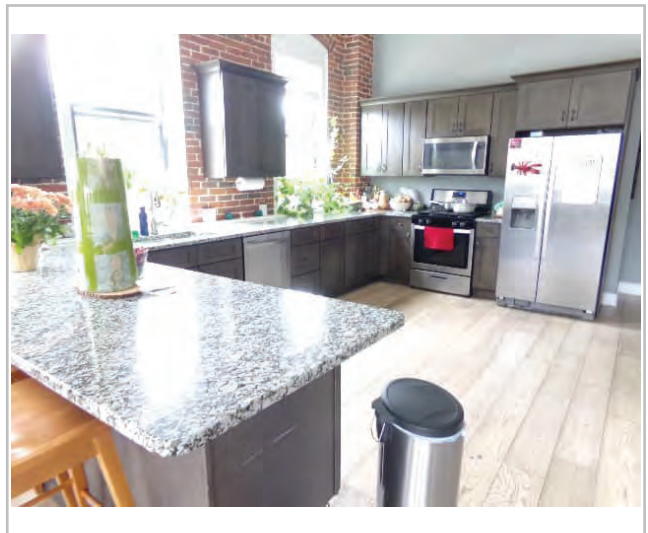


INTERIOR - HOT WATER HEATER

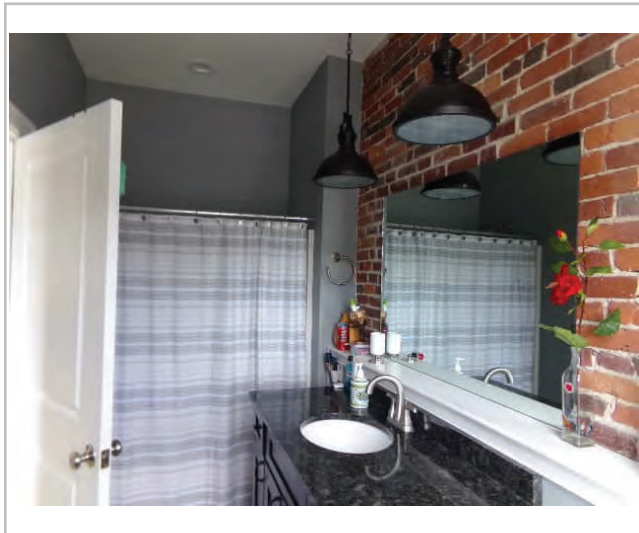
SUBJECT PHOTOGRAPHS



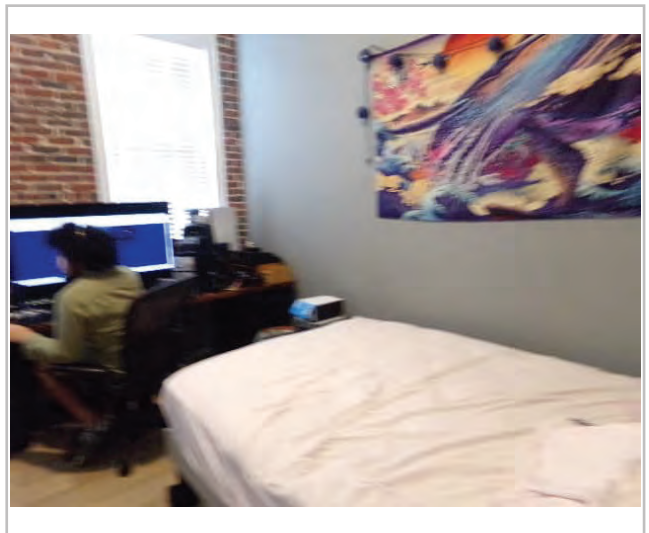
INTERIOR - 2ND FLOOR RESIDENTIAL UNIT



INTERIOR - 2ND FLOOR RESIDENTIAL UNIT

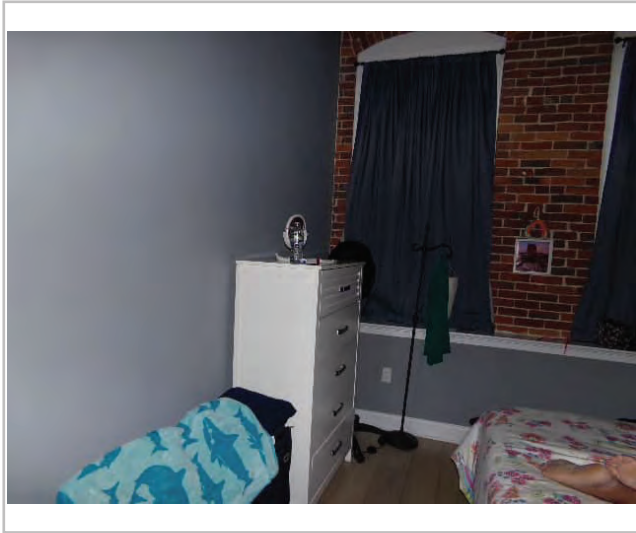


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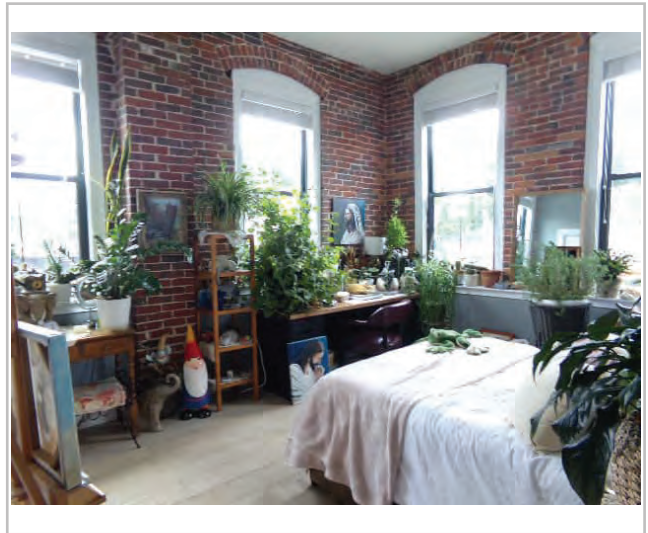


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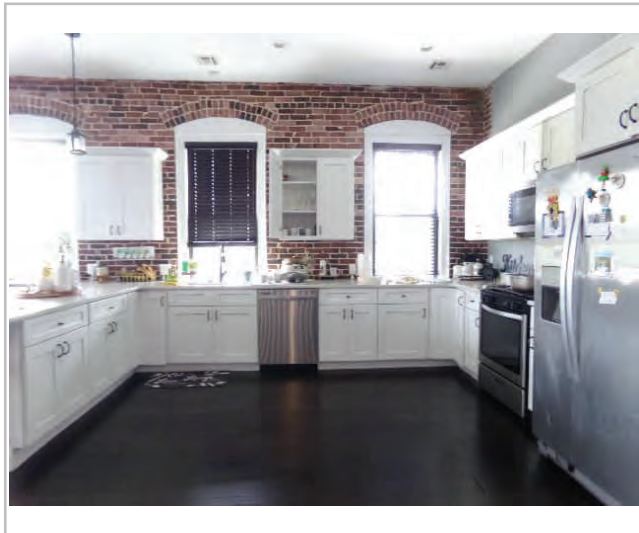
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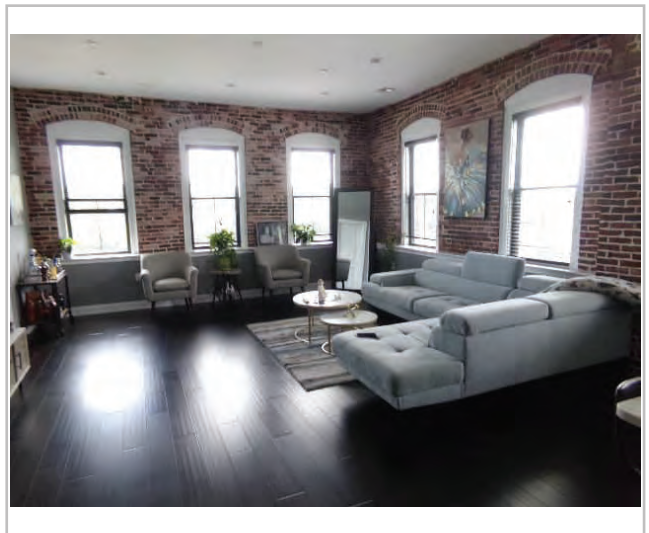
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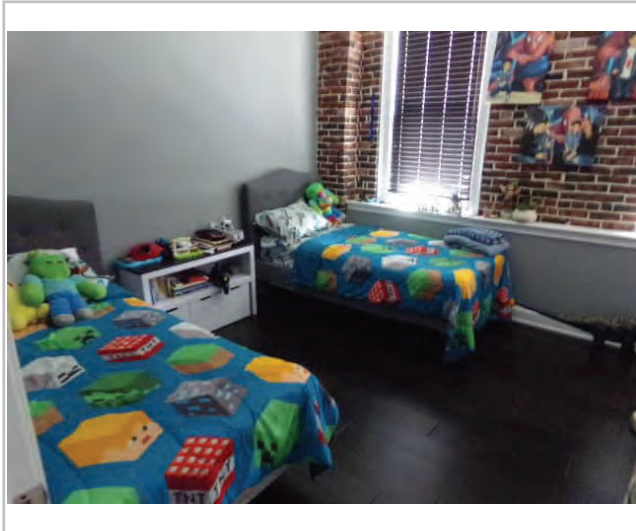


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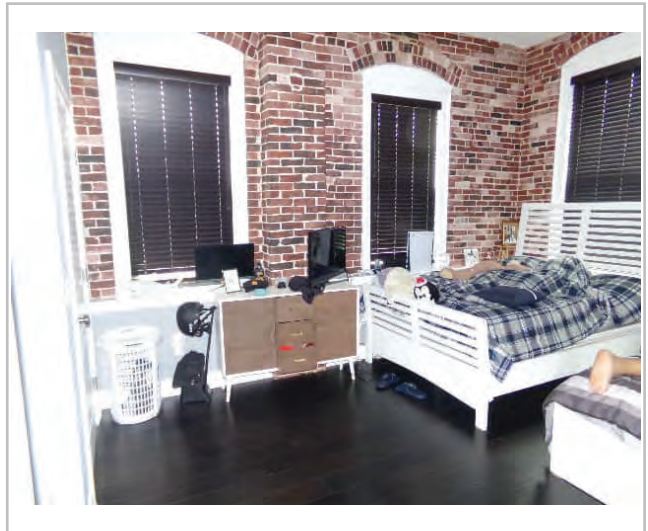


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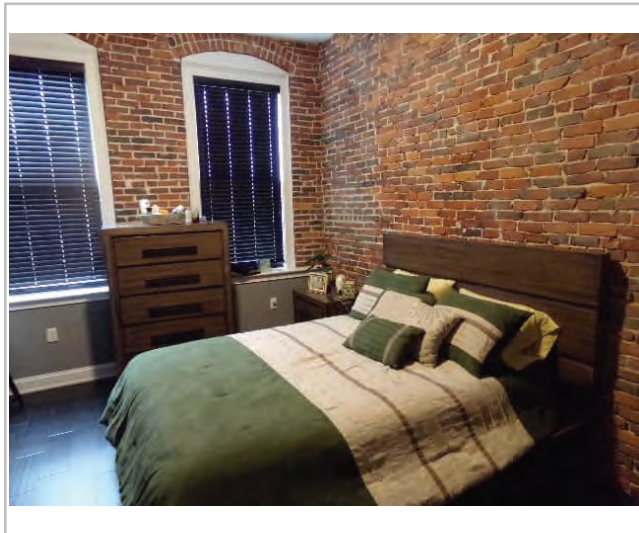
SUBJECT PHOTOGRAPHS



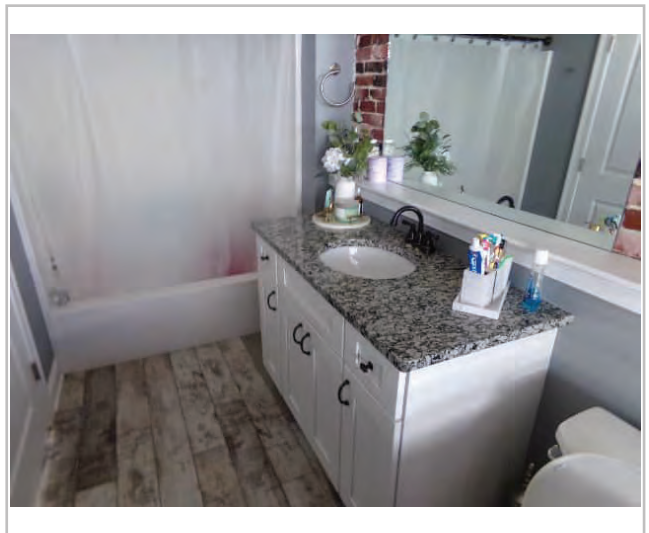
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INTERIOR - 3RD FLOOR RESIDENTIAL UNIT

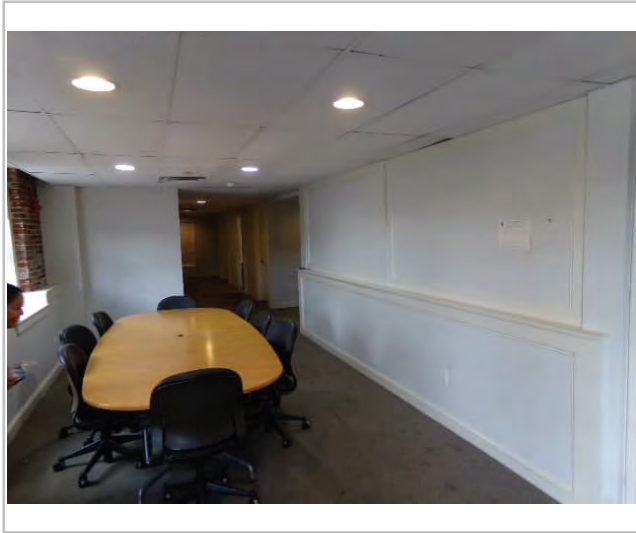


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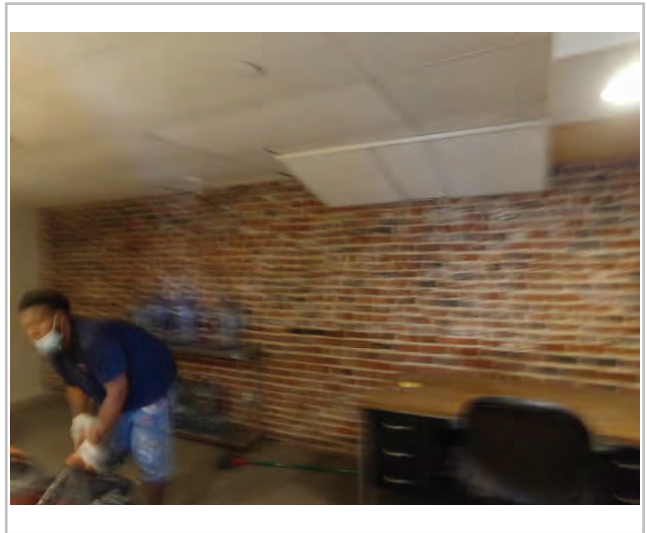


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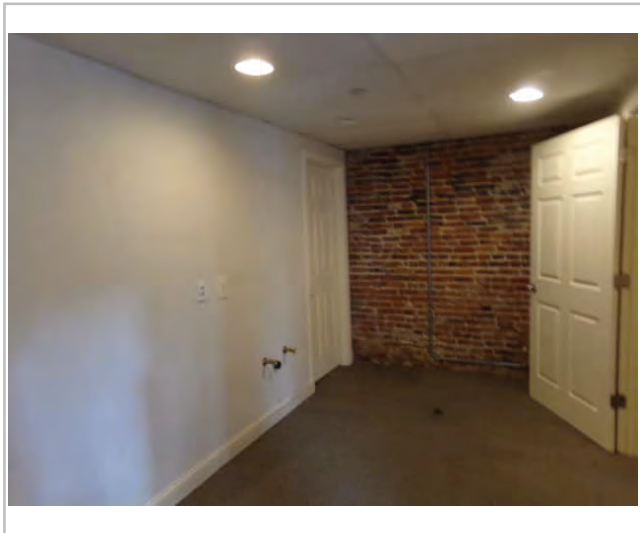
SUBJECT PHOTOGRAPHS



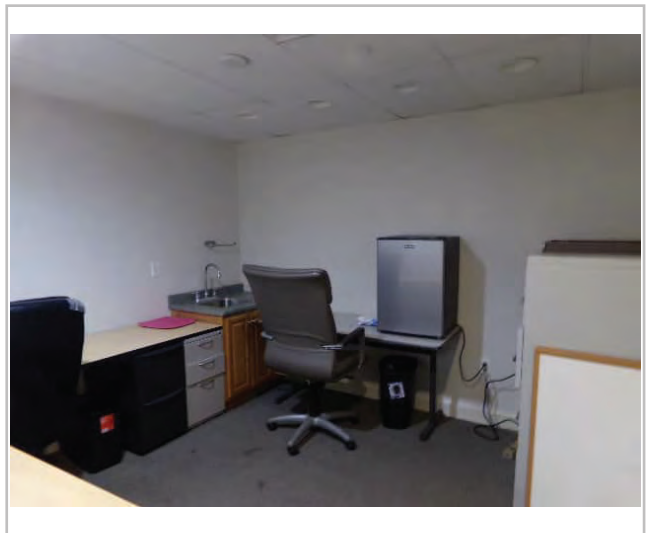
LOWER LEVEL - OFFICE



LOWER LEVEL - OFFICE

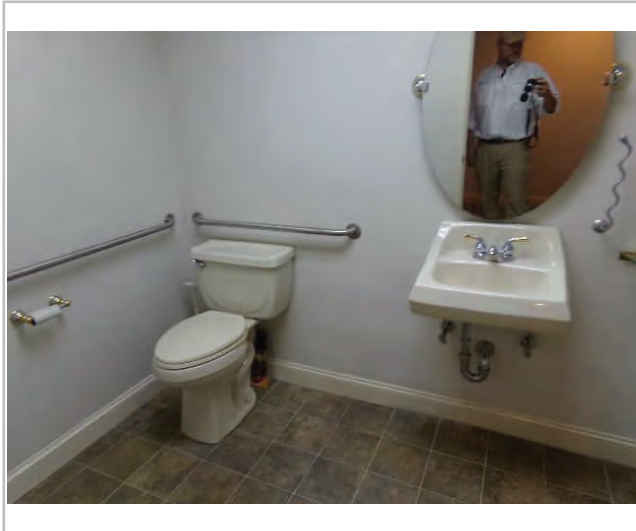


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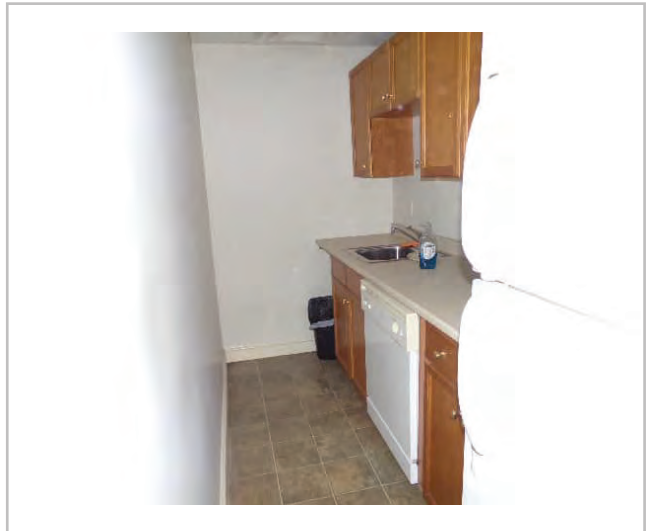


LOWER LEVEL - OFFICE

SUBJECT PHOTOGRAPHS



LOWER LEVEL - OFFICE



LOWER LEVEL - OFFICE



LOWER LEVEL - UNFINISHED BASEMENT

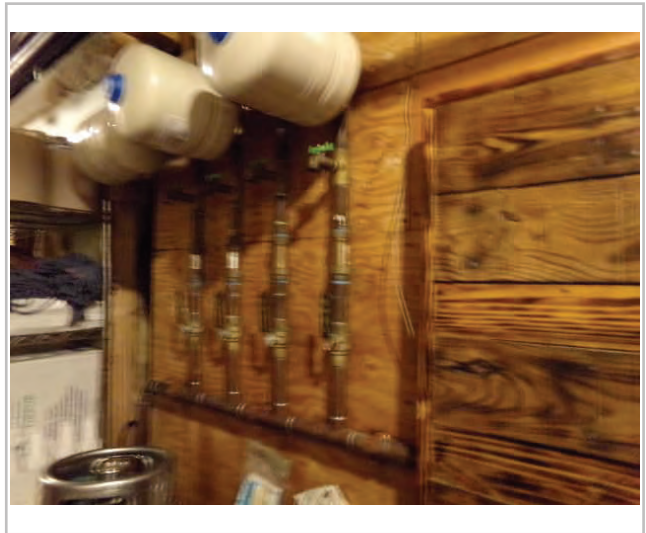


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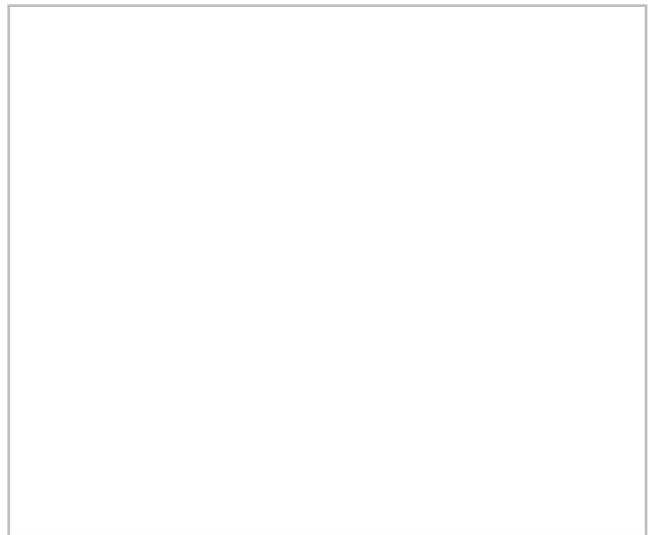
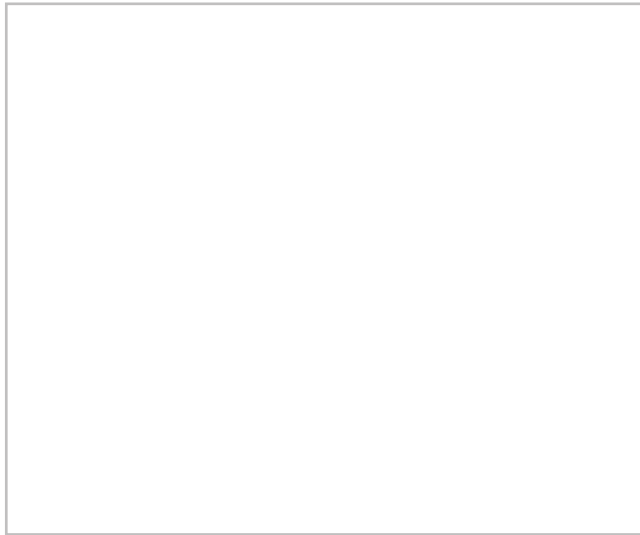
SUBJECT PHOTOGRAPHS



LOWER LEVEL - UNFINISHED BASEMENT



LOWER LEVEL - UNFINISHED BASEMENT



SUBJECT PHOTOGRAPHS

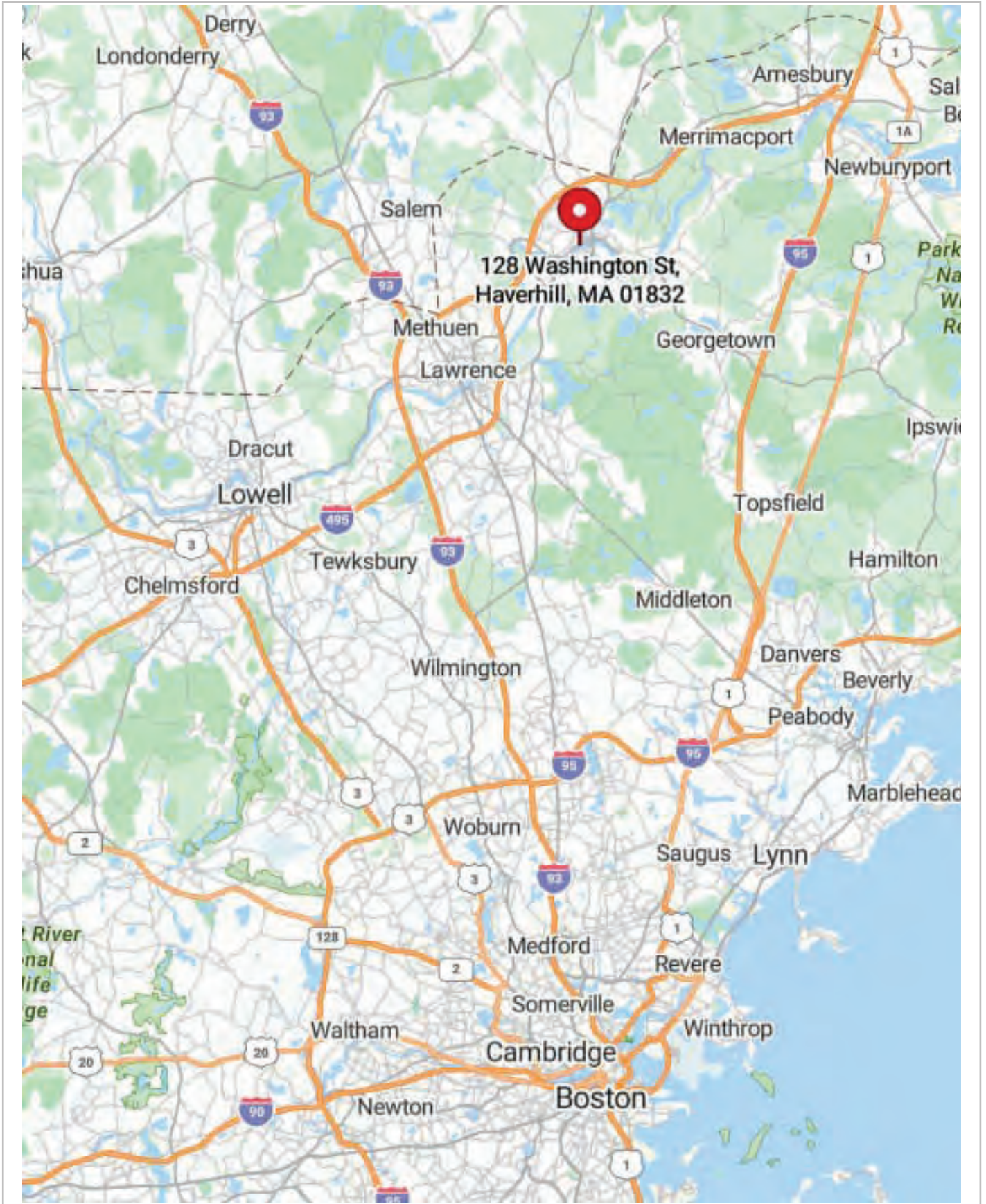


STREET



STREET

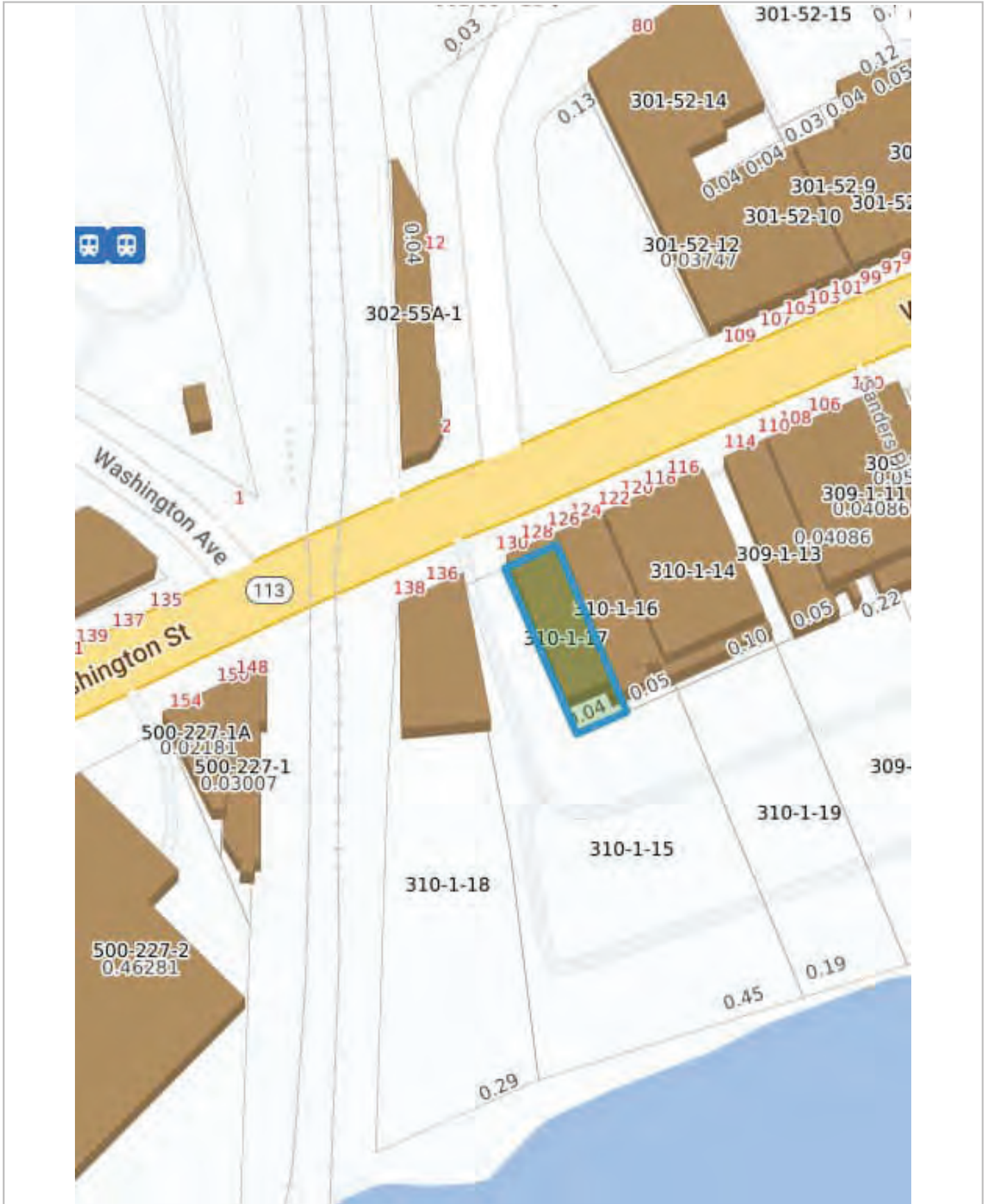
GENERAL LOCATION MAP



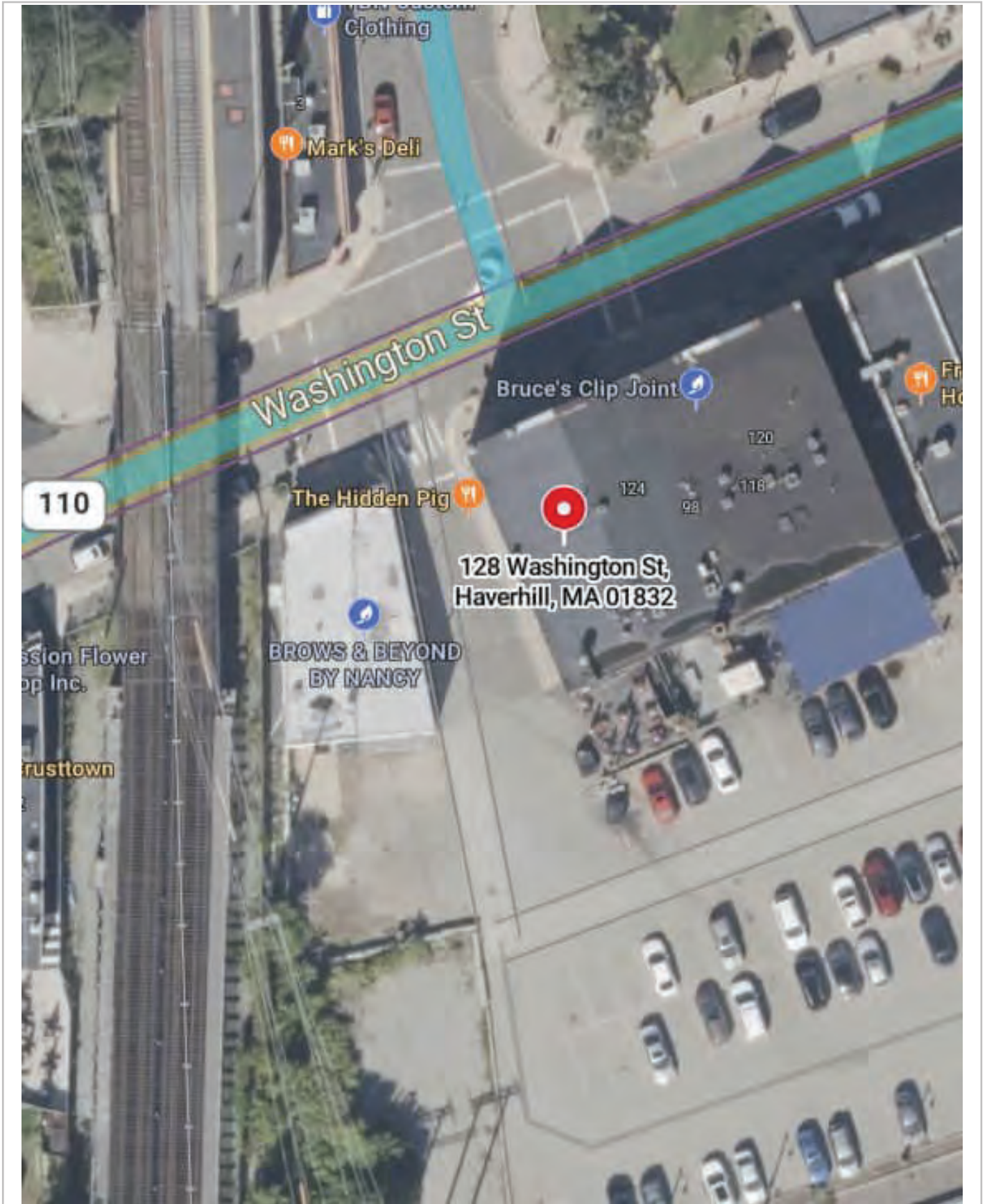
LOCATION MAP



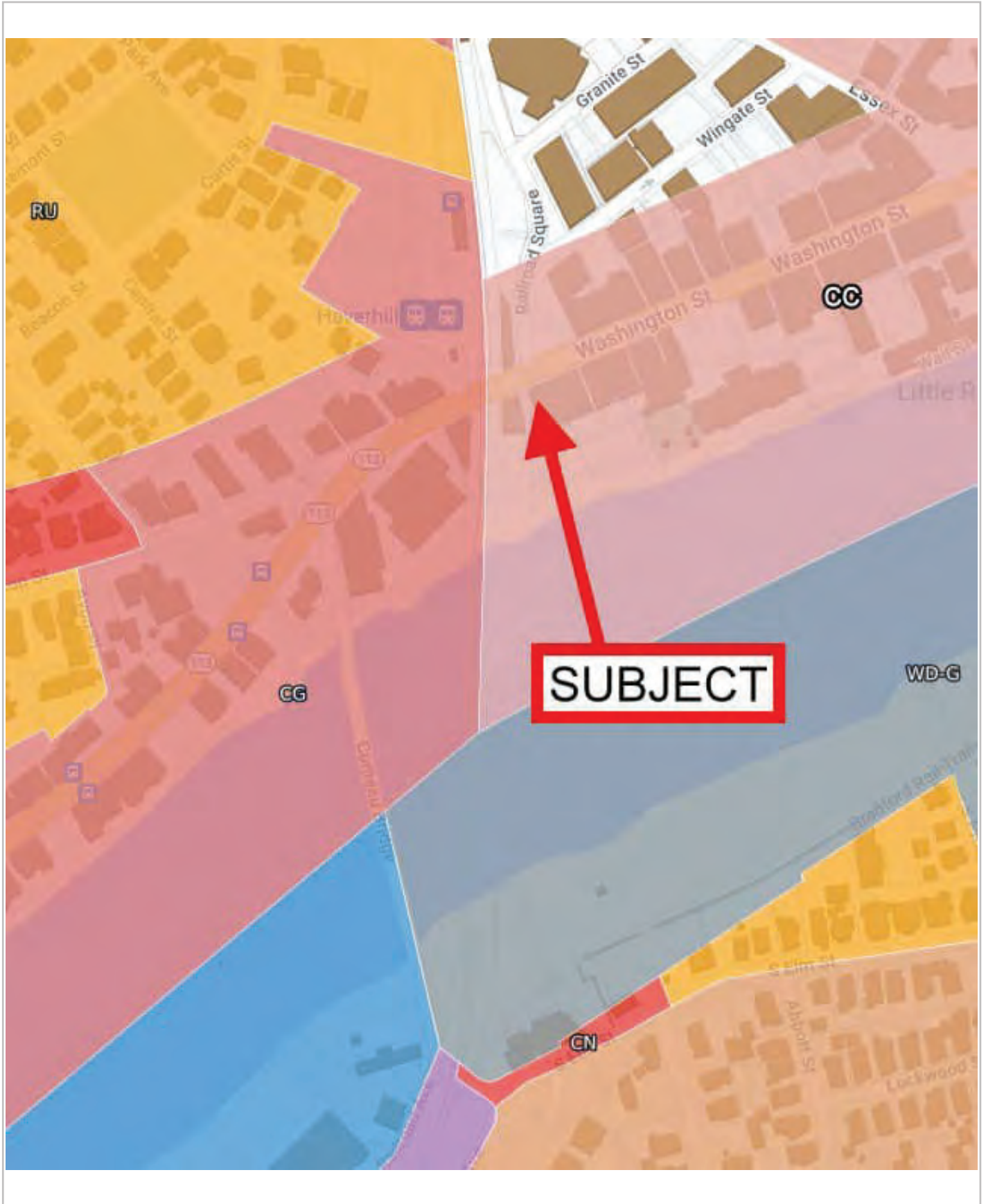
ASSESSOR'S MAP



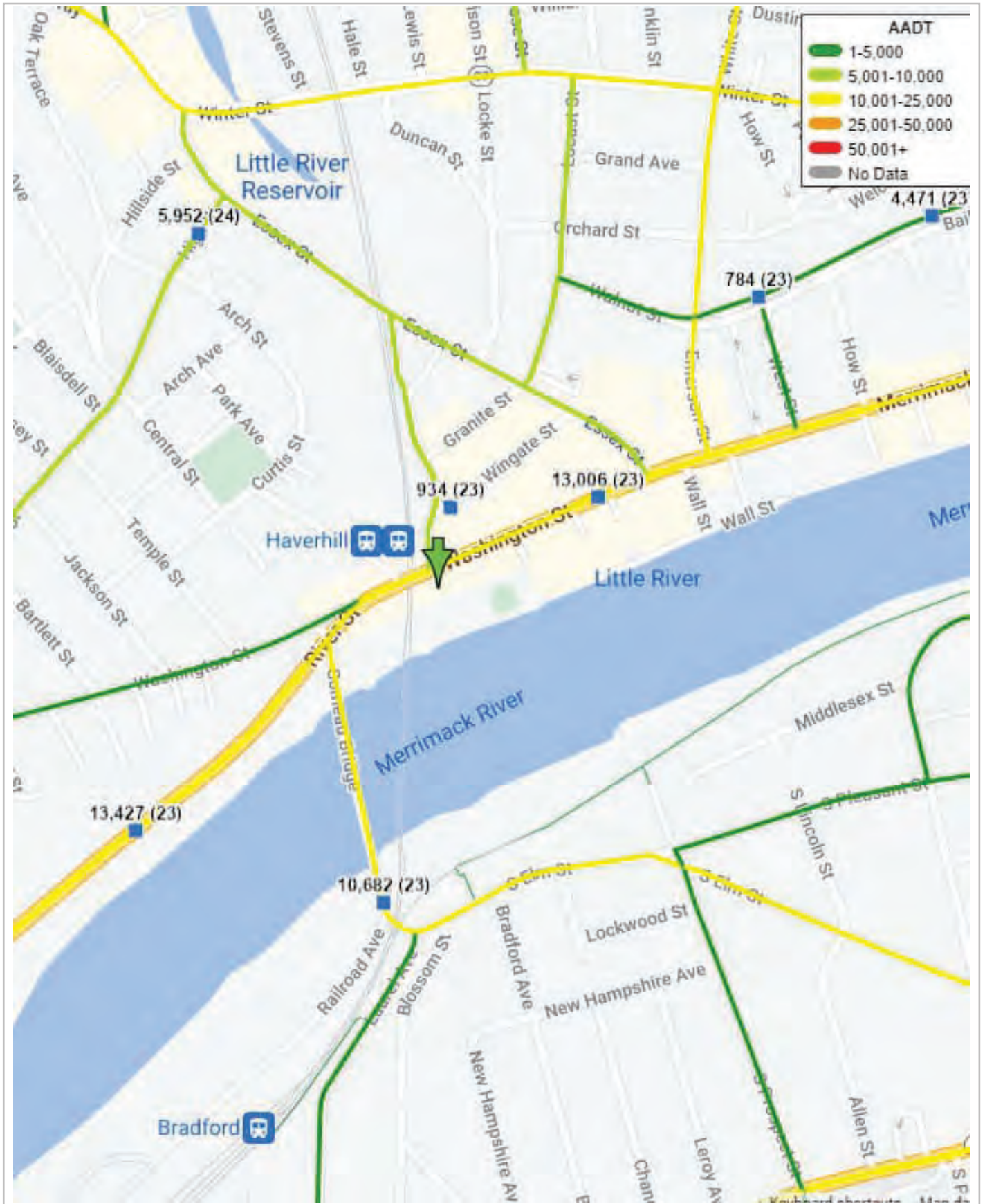
AERIAL PHOTOGRAPH



ZONING MAP



TRAFFIC COUNT MAP



National Flood Hazard Layer FIRMette

71°5'28"W 42°46'34"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS

- Without Base Flood Elevation (BFE)
Zone A, V, A99
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD

- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS

- Area of Minimal Flood Hazard *Zone X*
- Effective LOMR
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES

- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES

- Cross Sections with 1% Annual Chance Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS

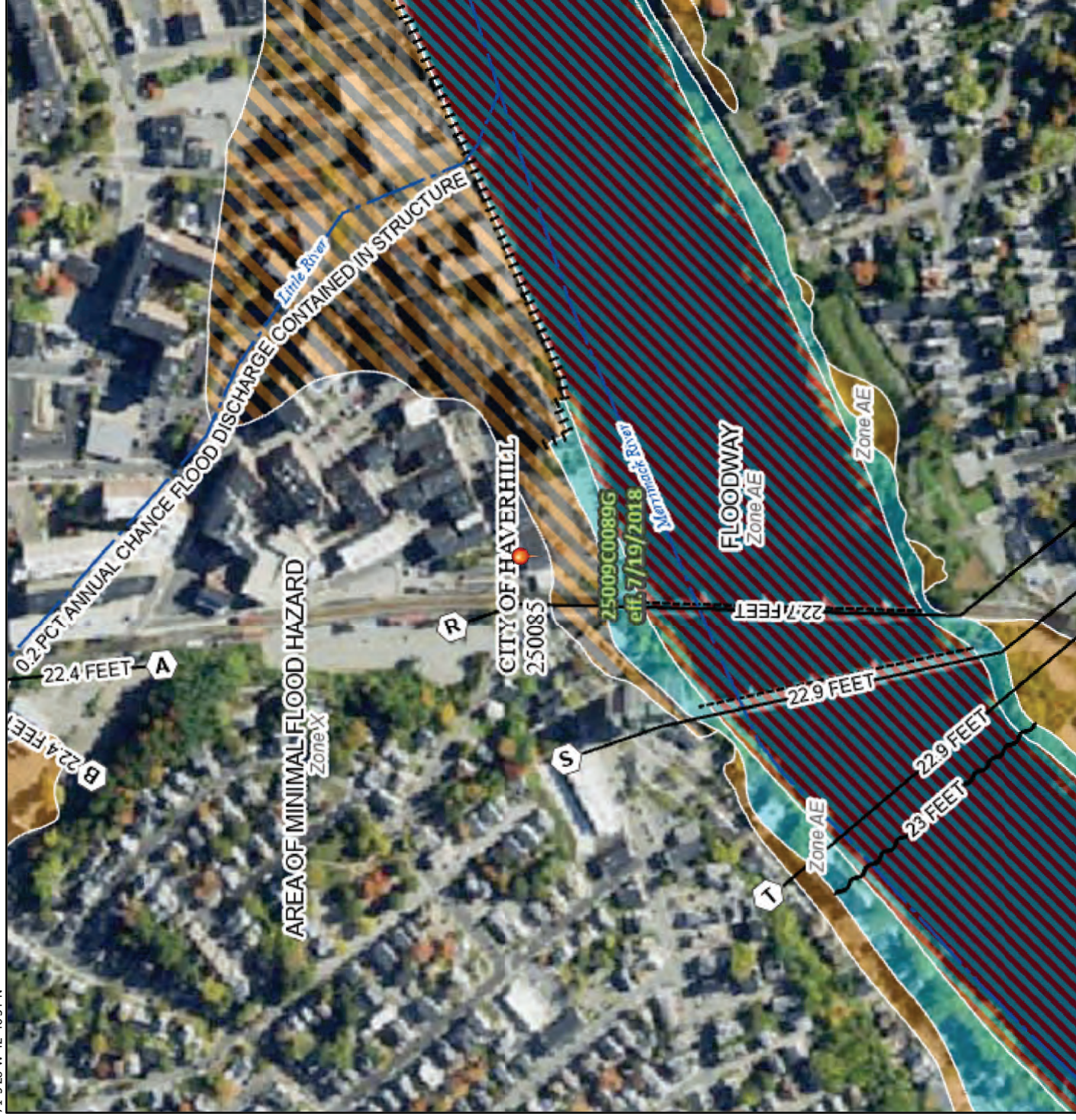
- Digital Data Available
- No Digital Data Available
- Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

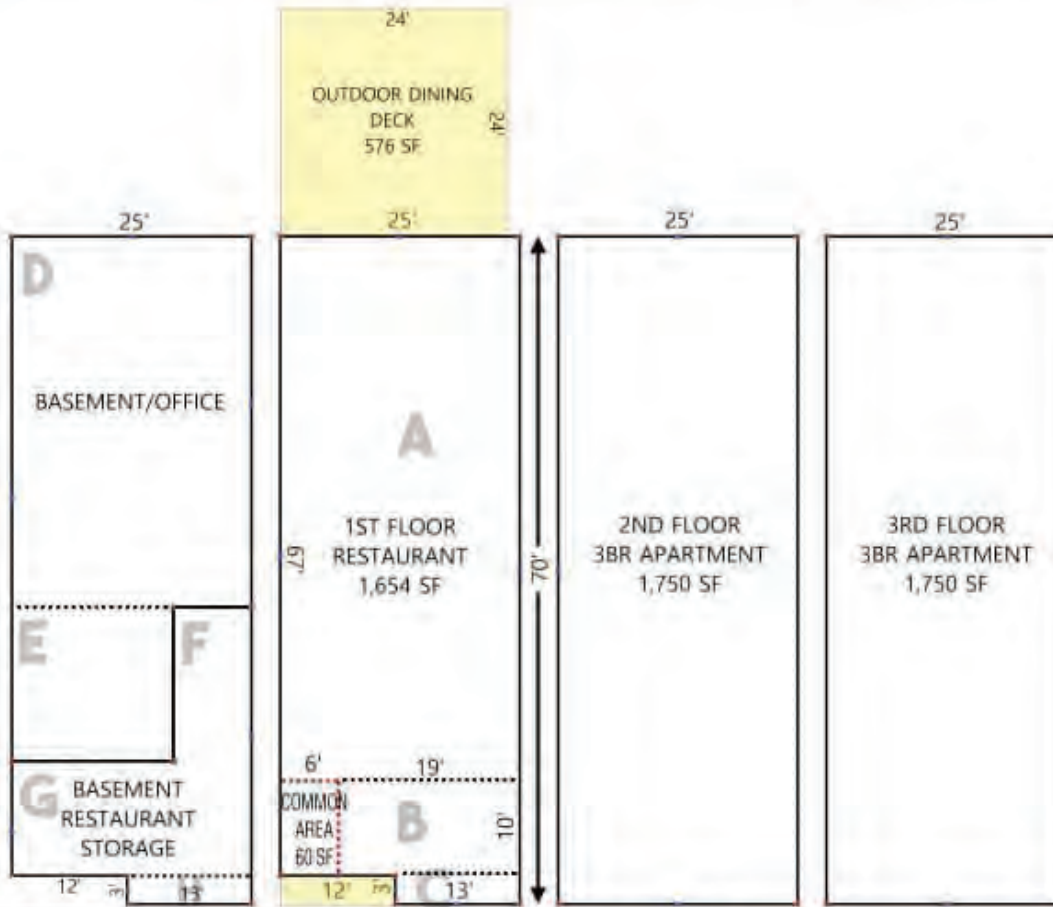
The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 8/3/2024 at 5:56 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



SUBJECT BUILDING AREA CALCULATIONS

*FROM ASSESSOR'S RECORD



BUILDING AREA CALCULATIONS

FLOOR	AREA	CALCULATION	SIZE	
1ST FLOOR	RESTAURANT "A"	25.0 FT X 57.0 FT =	1,425 SQ FT	
	RESTAURANT "B"	19.0 FT X 10.0 FT =	190 SQ FT	
	RESTAURANT "C"	13.0 FT X 3.0 FT =	39 SQ FT	
	COMMON	6.0 FT X 10.0 FT =	60 SQ FT	
	FLOOR SQUARE FEET			1,714 SQ FT
2ND FLOOR	RESIDENTIAL UNIT	25.0 FT X 70.0 FT =	1,750 SQ FT	
	FLOOR SQUARE FEET			1,750 SQ FT
3RD FLOOR	RESIDENTIAL UNIT	25.0 FT X 70.0 FT =	1,750 SQ FT	
	FLOOR SQUARE FEET			1,750 SQ FT
BUILDING ABOVE GRADE SQUARE FEET			5,214 SQ FT	
BSMT	FINISHED WALKOUT OFFICE "D"	25.0 FT X 40.0 FT =	1,000 SQ FT	
	FINISHED WALKOUT OFFICE "E"	15.0 FT X 15.0 FT =	225 SQ FT	
	RESTAURANT STORAGE "F"	10.0 FT X 15.0 FT =	150 SQ FT	
	RESTAURANT STORAGE "G"	25.0 FT X 12.0 FT =	300 SQ FT	
	RESTAURANT STORAGE "H"	13.0 FT X 3.0 FT =	39 SQ FT	
BASEMENT SQUARE FEET			1,714 SQ FT	
NET RENTABLE AREA	FIRST FLOOR		1,714 SQ FT	
	SECOND FLOOR		1,750 SQ FT	
	THIRD FLOOR		1,750 SQ FT	
	BASEMENT		1,714 SQ FT	
	TOTAL NET RENTABLE			6,928 SQ FT
GROSS AREA	COVERED FRONT PORCH	12.0 FT X 3.0 FT =	36 SQ FT	
	RESTAURANT DECK	24.0 FT X 24.0 FT =	576 SQ FT	
	TOTAL PORCH AREA			612 SQ FT
	GROSS BUILDING AREA			7,540 SQ FT



SO.ESSEX #275 Bk:39749 Pg:401
 04/09/2021 11:00 AM DEED Pg 1/2
 eRecorded

MASSACHUSETTS EXCISE TAX
 Southern Essex District ROD
 Date: 04/09/2021 11:00 AM
 ID: 1443905 Doc# 20210409002750
 Fee: \$6,270.00 Cons: \$1,375,000.00

QUITCLAIM DEED

We, J. Bradford Brooks and Lloyd Jennings, Trustees of L&B Realty Trust u/d/t May 31, 2017 of Haverhill, Massachusetts for consideration paid and in full consideration of One Million Three Hundred Seventy-Five Thousand (\$1,375,000.00) Dollars grant to Celest Investments, LLC of 82 Osgood Street, Lawrence, Massachusetts

With Quitclaim Covenants

The land in Haverhill, Essex County, Massachusetts, with the buildings thereon on the southerly side of Washington Street, being lot numbered 1 7, as shown on Plan 310 in the Engineer's Office of the City of Haverhill, bounded according to said plan as follows:

- NORTHWESTERLY by Washington Street, 25.3 feet;
- SOUTHWESTERLY by way known as Saunders Place, 70.15 feet;
- SOUTHEASTERLY along the center line of a way known as Phoenix Row, 25.3 feet
more or less; and
- NORTHWESTERLY by the center partition wall (along the building numbered 124-126
Washington Street) 70.15 feet, more or less.

Containing 2,086 square feet, more or less, according to said plan.

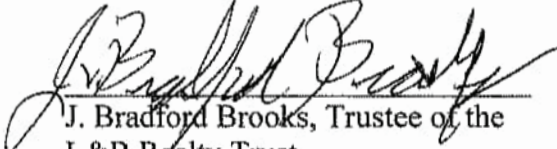
Together with the right, in common with others entitled thereto for all purposes of travel, of said Phoenix Row and a strip of land 12 feet in width on the westerly portion of the premises known as Saunders Place running from said Washington Street to said Phoenix Row and connection therewith.

Subject to an easement dated January 23, 1974, recorded with Essex South District Registry of Deeds book 6044 Page 389.

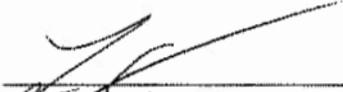
Being the same premises conveyed to the Grantor by deed dated May 31, 2017 and recorded with the Essex South Registry of Deeds as Book 35913, Page 105.

Property Address: 128-130 Washington Street, Haverhill, MA

Witness my hand and seal this 8 day of April, 2021.



J. Bradford Brooks, Trustee of the
L&B Realty Trust

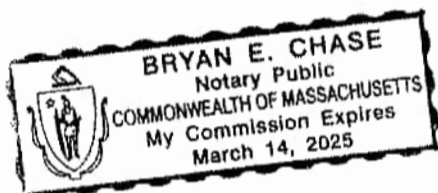


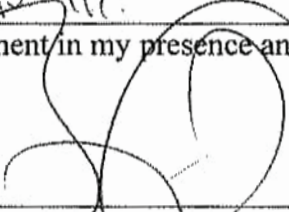
Lloyd Jennings, Trustee of the
L&B Realty Trust

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 8 day of April, 2021, before me, the undersigned notary public, personally appeared J. Bradford Brooks and Lloyd Jennings, Trustees of the L&B Realty Trust, proved to me through satisfactory evidence of identification, which were J&B LLC, to be the person whose name is signed on the preceding or attached document in my presence and acknowledged that they signed it voluntarily for its stated purpose.





Notary public:
My commission expires

Property Address: 128-130 Washington Street, Haverhill, 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.**



**Justin Manning, CAI, AARE
President**

Phone: 800-521-0111

Fax: 508-362-1073

**JJManning.com
auctions@JJManning.com**

Let JJManning Auction your Valuable Real Estate

Marketing | Experience | Integrity | Results

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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