

# JJ Manning

— AUCTIONEERS

**PROPERTY INFORMATION PACKAGE #25-2114**

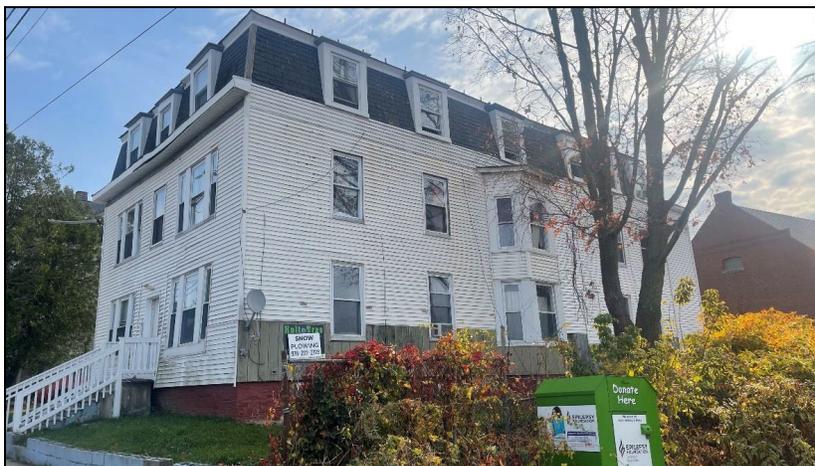
**Mortgagee's Foreclosure AUCTION**

**5,025+/- SF, 6-UNIT MULTI-FAMILY HOME  
(3) 2BR/1BA, (3) 3BR/1BA – Updates Throughout**

**5-7 ARLINGTON ST., HAVERHILL, MA  
Close to Commuter Rail & Bus Station**

**Wednesday, March 18 at 11am 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: March 18, 2026

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 5-7 Arlington Street, Haverhill, Massachusetts

now or formerly of **5 ARLINGTON ST 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 (30<sup>th</sup>) 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

\_\_\_\_\_  
CITY/TOWN                      STATE

NAME:

\_\_\_\_\_  
TELEPHONE NUMBER

Memorandum of Sale Signed at \_\_\_\_\_ AM / PM.

## **TERMS & CONDITIONS OF THE AUCTION**

This auction is for the property known as 5-7 Arlington Street, Haverhill, Massachusetts (hereinafter "the Premises").

Verbal descriptions by RD W 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.

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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.

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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 October 30 2024 given by 5 Arlington St LLC to RD W SPV LLC, said mortgage recorded with the Essex County (South) District Registry of Deeds in Book 42406, Page 51, 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 **11:00 a.m. on the 18<sup>th</sup> day of March, 2026** on the premises at 5-7 Arlington Street, Haverhill, MA 01832, all and singular the premises described in said mortgage.

To wit:

Property Address: **5-7 Arlington Street, Haverhill, Massachusetts 01832**

A certain parcel of land, with the buildings thereon, situated on the Southerly side of Arlington Street in Haverhill, Essex County, Massachusetts and being shown as Lot 7A on a plan entitled "Proposed Site Plan for Land at 5, 7 Arlington Street, Haverhill, Ma," prepared by Robert P. Morris, Registered Land Surveyor, dated March 1996, recorded in Essex South District Registry of Deeds in Plan Book 314, Plan 62. Said Lot 7A is more particularly bounded and described as follows:

NORTHERLY           by Arlington Street, 42.00 feet;

WESTERLY            by land nor or formerly of Denoncourt, 83.00 feet;

SOUTHEASTERLY    by Lot 7, 49.71 feet; and

EASTERLY           by Lot 7, 74.5 feet.

Said prcel contains 3,640 square feet of land according to said plan.

For title reference, see deed recorded in Book 41350, Page 408.

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. March 20, 2026. 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 Mirrione, Shaughnessy & Uitti, LLC, 2 Batterymarch Park, Suite 202, 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 W SPV LLC  
Present holder of said mortgage  
By its Attorneys,  
Mirrione, Shaughnessy & Uitti, LLC  
2 Batterymarch Park, Suite 202  
Quincy, MA 02169

**Municipal Lien Certificate  
Haverhill  
Commonwealth of Massachusetts**

Certificate No. **934**

Office of the Collector of Taxes  
(978)420-3644

Requested By

Issuance Date

**MIRRIONE SHAUGHNESSY & UITI LLC**

**02/25/2026**

**2 BATTERYMARCH PARK SUITE 202  
QUINCY, MA 02169**

I hereby certify from available information that all taxes, assessments and charges now payable that constitute liens as of the date of the certificate on the parcel of real estate specified in your application received on 02/25/2026 are listed below.

**Description of Property**

Parcel ID: <b>202-38-7</b>	Location: <b>5 7 ARLINGTON ST</b>
Bill Number: <b>614 (R)</b>	Book/Page: <b>41350-408</b>
Deed Date: <b>12/14/2022</b>	Land Area: <b>0.08</b> <b>Acres</b>
Owner: <b>5 ARLINGTON ST LLC</b>	Land Value: <b>162,700</b> Exemptions:
	Building Value: <b>677,000</b> Taxable Value: <b>839,700</b>
	Other Value: <b>0</b>

**Fiscal Year**

**2026**

**2025**

**2024**

**DESCRIPTION**

Real Estate Tax	8,909.22	8,631.19	7,420.34
Betterment/Liens	0.00	7,761.88	0.00
Fees/Interest	0.00	93.21	785.26
Abatements/Exemptions	0.00	0.00	0.00
Payments/Credits	0.00	-3,778.38	-8,205.60
Interest to 02/25/2026	285.10	1,550.99	0.00
<b>TOTAL BALANCE DUE</b>	<b>9,194.32</b>	<b>14,258.89</b>	<b>0.00</b>
<b>PER DIEM:</b>	<b>7.05</b>	<b>Prior Years Balance</b>	<b>\$0.00</b>
		<b>Total Amount Due</b>	<b>\$23,453.21</b>

Exempt Properties may be subject to Pro Forma Tax upon sale under CH59 2C  
A supplemental tax may be assessed under MGI CH59 2D  
Please contact the water department at (978)374-2370 for outstanding water / wastewater balances.

*Graciela Sanchez*  
ASST. TREASURER/COLLECTOR

202 Map 38 Block 7 Lot Lot

202-38-7 Parcel ID Building Location5-7 ARLINGTON ST

City of Haverhill

Card: 1 of 1 Total Card 839,700 / Total Parcel 839,700

PROPERTY LOCATION

5-7 ARLINGTON ST HAVERHILL, MA 01830

OWNERSHIP

5 ARLINGTON ST LLC 82 OSGOOD ST LAWRENCE, MA 01843-0000

PREVIOUS OWNER

CAPITAL ESTATES, LLC 6 IRVING AV HAVERHILL, MA 01832-0000

NARRATIVE DESCRIPTION

This parcel contains 0.08356 AC of land mainly classified as APT 4-8 with an APT CONV building built about 1900, having primarily VINYL Exterior and 5,025 Square Feet, with 6 Residential Units, 6 Baths, 26 Rooms, and 14 Bdrms.

OTHER ASSESSMENTS

Table with columns: Code, Desc, Amt, Comm Int Amt

PROPERTY FACTORS

Table with columns: Item, Code, Item, Code, %

LAND SECTION (111)

Table with columns: LUC, LUC Desc, Alt %, Ft, # Units, Depth, U. Type, L. Type, Ft, Base V., Unit Perc, Adj Perc, NBC, Ft, Mod, Inf 1, %, Inf 2, %, Inf 3, %, Appr, Alt 2 LUC, %, Spec I. V., Juris, L. Ft, Assessed, Notes

IN PROCESS APPRAISAL SUMMARY

Table with columns: Use Code, Building Val, Yard Items, Land Size, Land Val, Total Val

PREVIOUS ASSESSMENTS

Table with columns: Tx Yr, Cat, Use, Bld Value, Yard Items, Land Size, Land Val, Total Aoor, Assessed, Notes, Date

SALES INFORMATION

Table with columns: Grantor, Legal Ref, Type, Date, Sale Price, TSF, Verif., NAL, Notes

BUILDING PERMITS

Table with columns: Date, Number, Desc, Amount, Closed, Status, Type, Notes, Last Visit

ACTIVITIES

Table with columns: Date, Result, Bv

LEGAL DESCRIPTION

Table with columns: Lot Size, Total Land, Land Unit Type

CATALIS ADVANCING GOVERNMENT. ENGAGING CITIZENS.



User Account table with fields: User Account, GIS Coord 1, GIS Coord 2, Insp Date, Print Date / Time, Last Date / Time

USER DEFINED

Table with fields: PriorID1a, PriorID2a, PriorID3a, PriorID1b, PriorID2b, PriorID3b, PriorID1c, PriorID2c, PriorID3c, Assessor Map



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## INTRODUCTION

### **Identification of the Subject**

The subject of this appraisal is a six-unit apartment building located at 5-7 Arlington Street, in Haverhill, Essex County, Massachusetts. The City Assessor identifies the subject as Parcel No. 202-38-7. The improvements comprise a single, three-story walk-up wood frame building over a full, unfinished basement. The property was originally constructed in 1900 and updated through the years. The improvements are situated on an in-line, 3,659 square foot (0.08-acre) site in the CC (Central) zoning district. The site is gently sloping and provides six off-street parking spaces or a ratio of one space per unit. Several pedestrian entrances are provided at the northern and southern sides of the structure. The subject improvements contain 6,768 square feet of gross building area and 5,025 square feet of net living area according to the Assessor. The subject appeared to be in average overall condition at the time of our inspection with some dated finished noted on the exterior and interior of the building.

The site is favorably located less than one mile from the local commuter rail station, Haverhill Center, and just one block from the nearest bus stop. The property is approximately 1.6 miles southeast of the nearest on/off ramps from Interstate 495 in Haverhill.

### **Birds Eye View of the Subject Property**

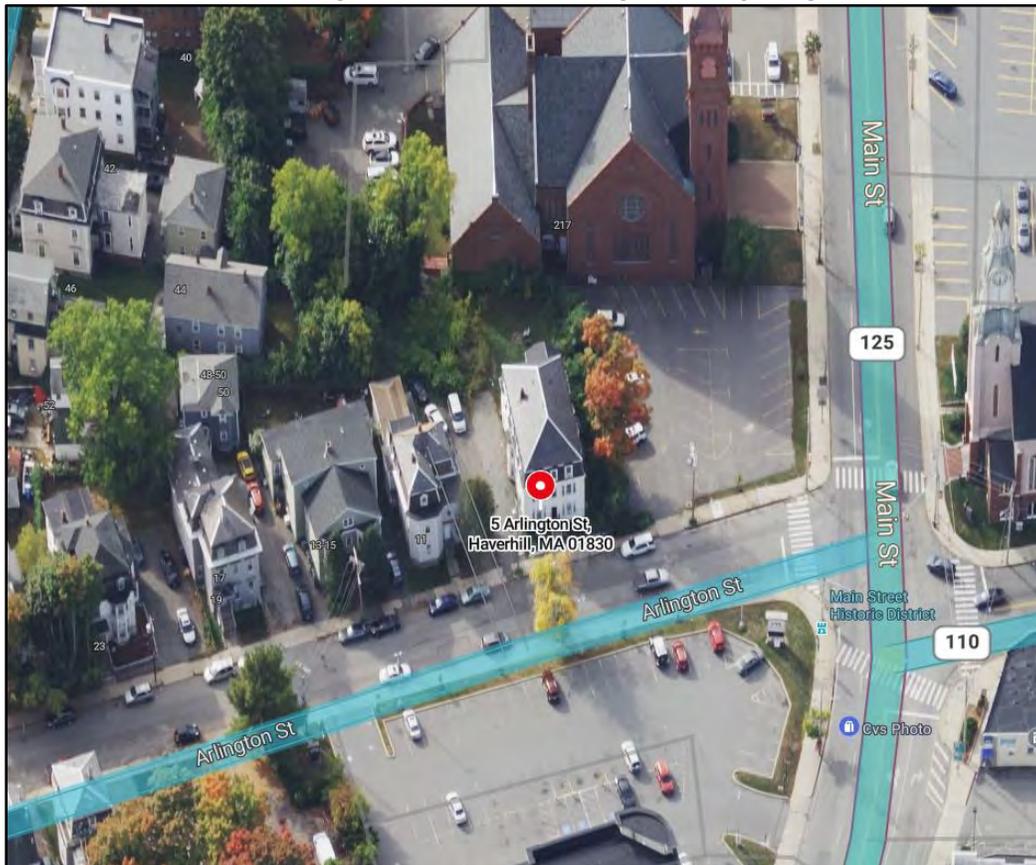


Image rotated so that south is at the top

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## Essex County Overview

The subject property is located in Essex County. Essex County includes 34 northeastern Massachusetts communities, located north of the City of Boston. Essex County is bordered by Rockingham County, New Hampshire, to the north; the Atlantic Ocean (specifically the Gulf of Maine and Massachusetts Bay) to the east; Suffolk County to the south; Middlesex County to the west; and a very small portion of Hillsborough County, New Hampshire, to the far northwest in Methuen. All county land is incorporated into towns or cities. Essex County includes the North Shore, Cape Ann, and the lower portions of the Merrimack Valley. The area is served by several interstate highway routes, including Interstates 95, 93, and 495. The county has an area of 828 square miles.

Many Essex County communities are residential suburbs of Boston. Economic activity within the county includes a wide range of businesses, including technology, research and development, retail, wholesale, and manufacturing.

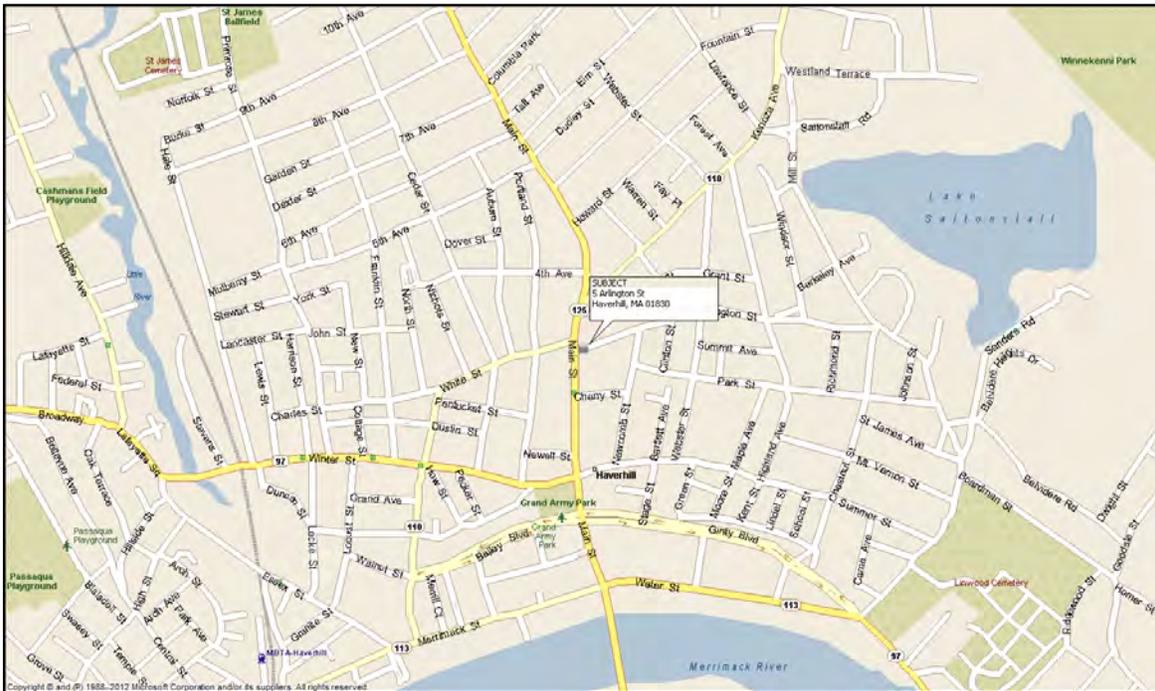
### Cities/Towns Comprising Essex County



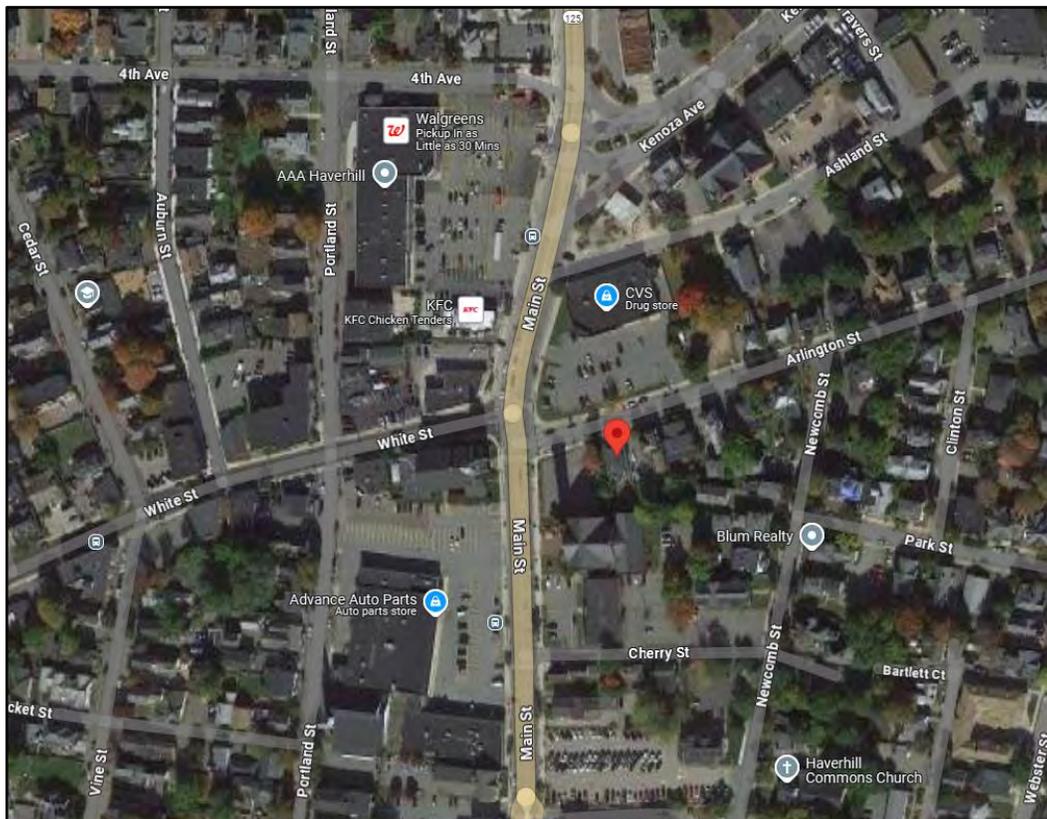
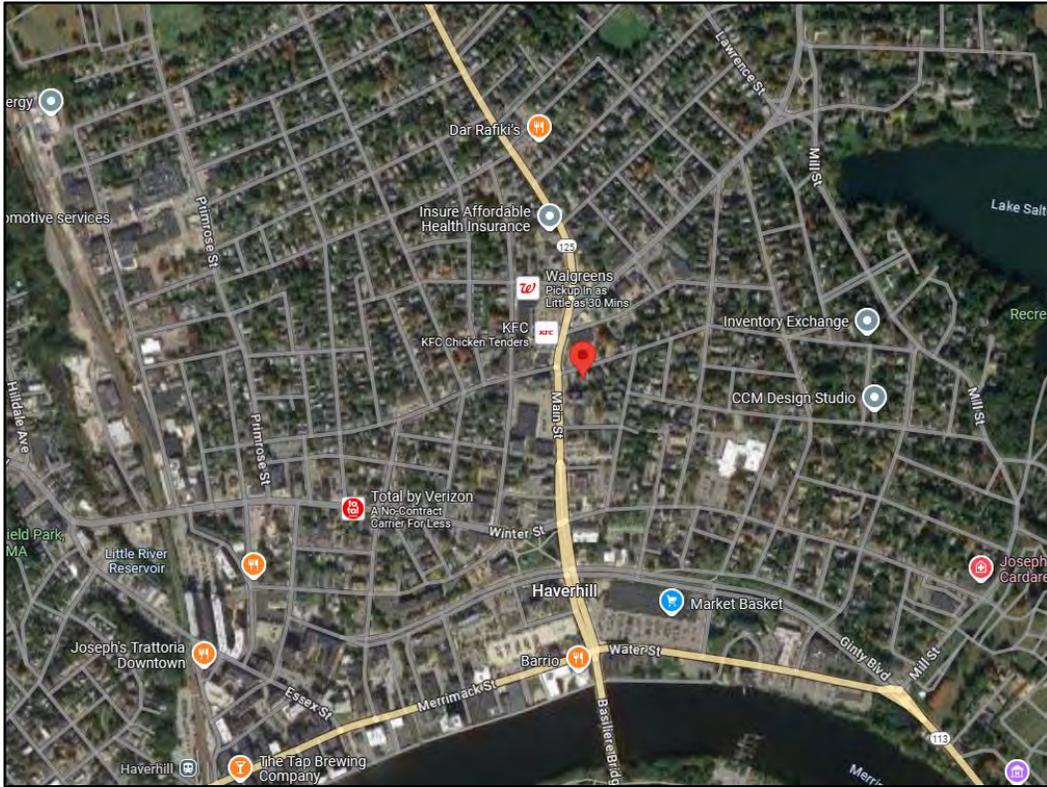
### County Population

As of July 1, 2023, the estimated population within Essex County was 810,089, representing a 0.4% change from the estimated 2022 figure. According to the county-level population estimates released by the UMass Donahue Institute, the greatest numerical increases in Massachusetts from July 1, 2022 to July 1, 2023 were seen in Middlesex County at 7,158 persons gained, with Essex County representing the third largest numerical increase.

# Area Maps



# AERIAL PHOTOGRAPHS





**SITE ANALYSIS**

The following description is based on our property inspection, assessment records, property deeds, and information provided by the property owner.

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**Land Description**

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Land Area	0.08 acres (3,659± sf)
Parcel Number(s)	202-38-7
Parcel Shape / Position	Nearly rectangular / In-line
Topography	Slight downward slope to the west, following the grade of Arlington Street
Drainage	Assumed adequate; No issues reported or observed
Zoning District	CC – Central
Flood Zone	Zone X, per Map No. 25009C0089G dated 07/19/2018
Flood Zone Description	Outside the 500-year floodplain / Insurance not required

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**Utilities**

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Water	Public Water
Sewer	Public Sewer
Natural Gas	Available
Electricity	Available
Telephone	Available

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**Streets, Access & Visibility**

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Primary Street Frontage	Arlington Street (45' ±)
Secondary Street Frontage	None
Paving	Asphalt paved
Curbs & Sidewalks	Granite curbing and concrete sidewalks on both sides of the street
Site Ingress / Egress	Curb cut from Arlington Street
Access Rating	Average
Visibility Rating	Average

RiskMeter

CoreLogic

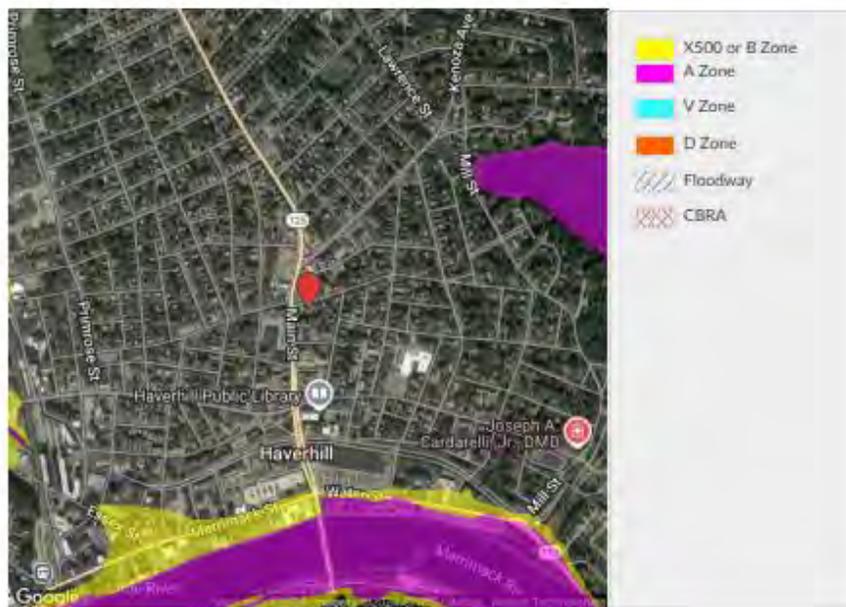
5 ARLINGTON ST HAVERHILL, MA 01830

LOCATION ACCURACY: ✔ Excellent

**Flood Zone Determination Report**

Flood Zone Determination: **OUT**

COMMUNITY	250085	PANEL	0089G
PANEL DATE	July 19, 2018	MAP NUMBER	25009C0089G



**SUBJECT PHOTOGRAPHS**



**Street Scene – View East along Arlington Street  
(Subject on right)**



**Street Scene – View West along Arlington Street  
(Subject on left)**

**SUBJECT PHOTOGRAPHS**



**Subject North Side Exterior**

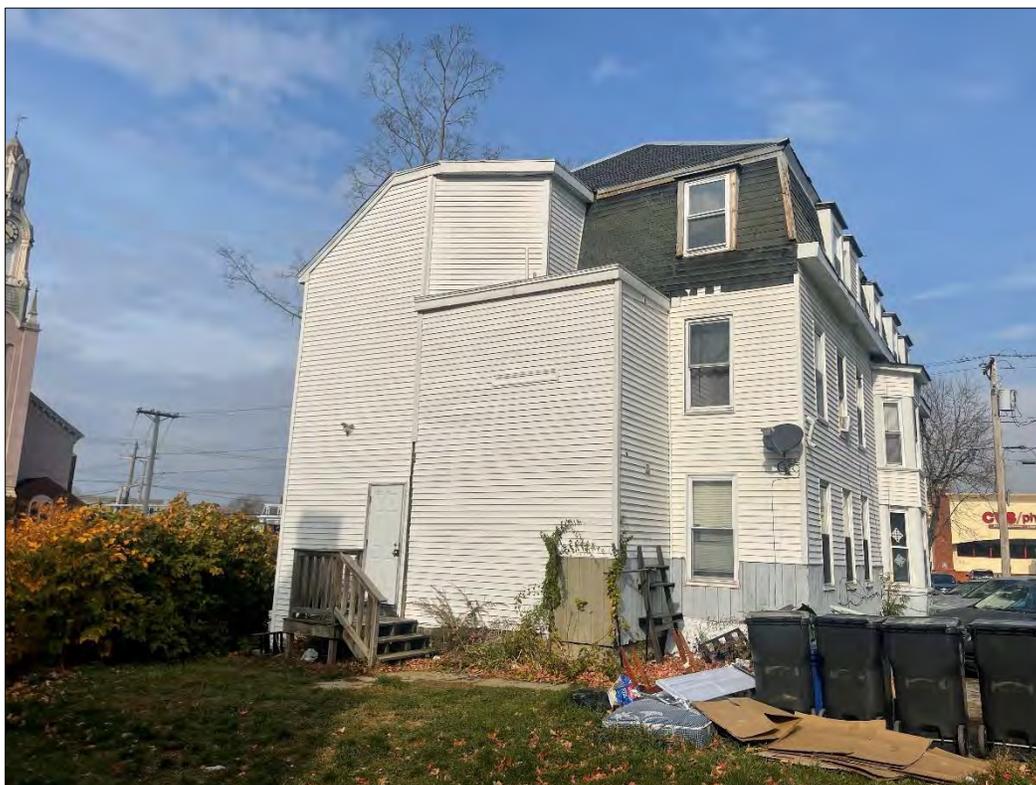


**Subject East Side Exterior**

**SUBJECT PHOTOGRAPHS**

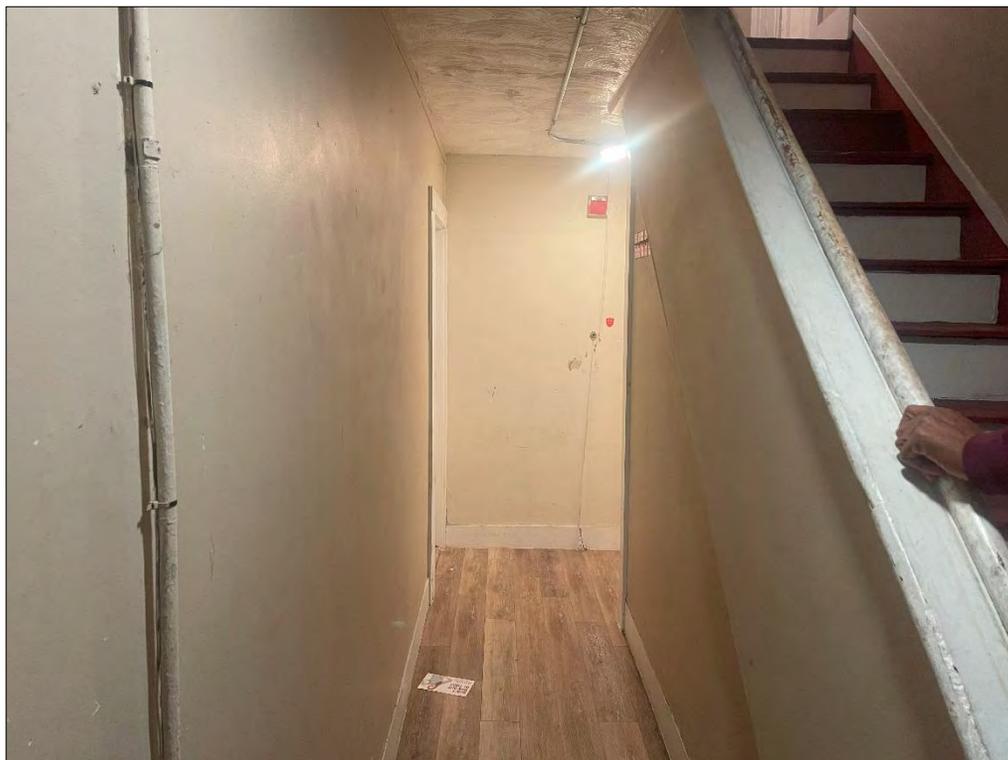


**Subject West Side Exterior**



**Subject South Side Exterior**

**SUBJECT PHOTOGRAPHS**



**Typical Hallway**



**Kitchen – Unit 7-2**

**SUBJECT PHOTOGRAPHS**

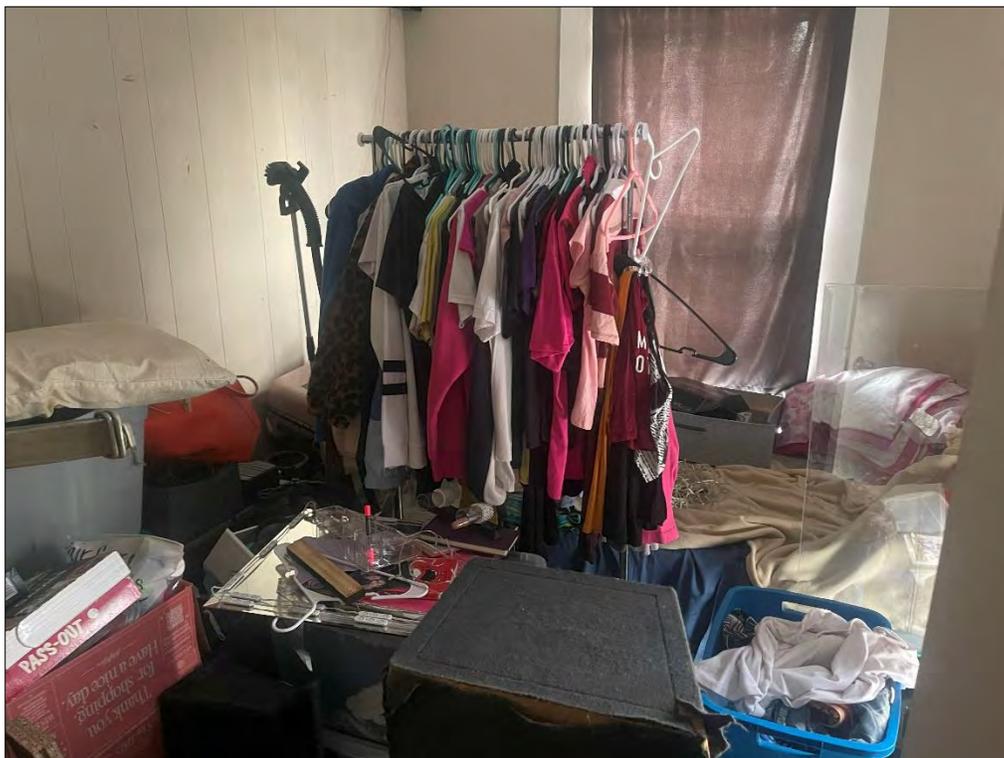


**Kitchen Alternate View – Unit 7-2**

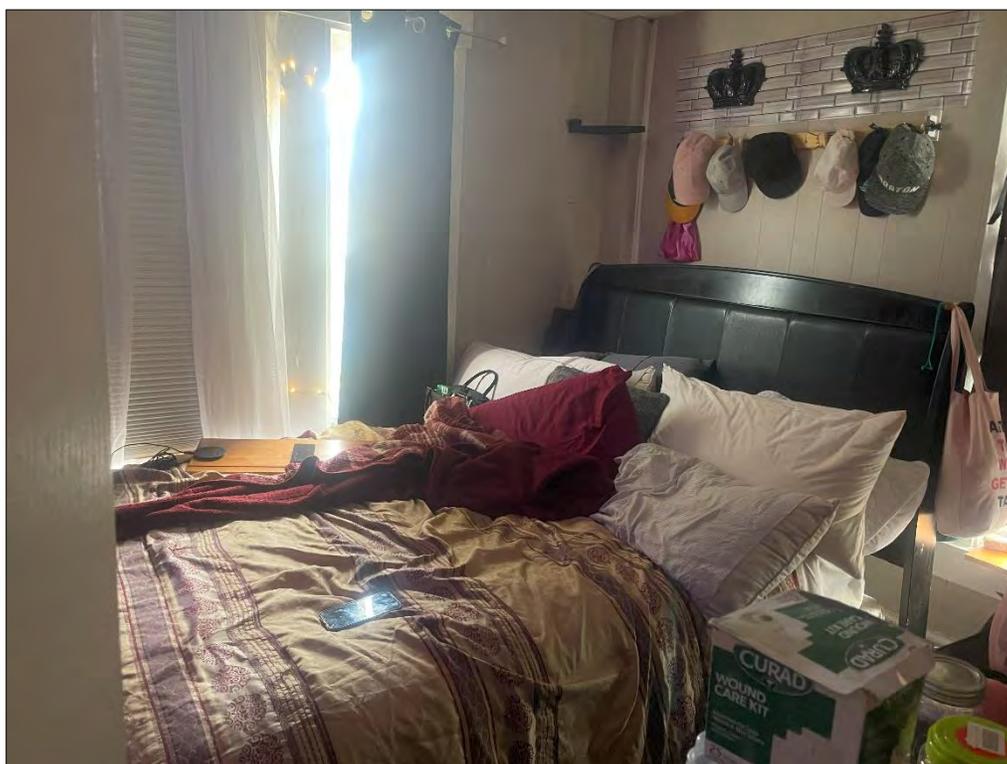


**Bedroom – Unit 7-2 (Alternate View)**

**SUBJECT PHOTOGRAPHS**



**Alternate Bedroom – Unit 7-2**



**Alternate Bedroom – Unit 7-2**

**SUBJECT PHOTOGRAPHS**

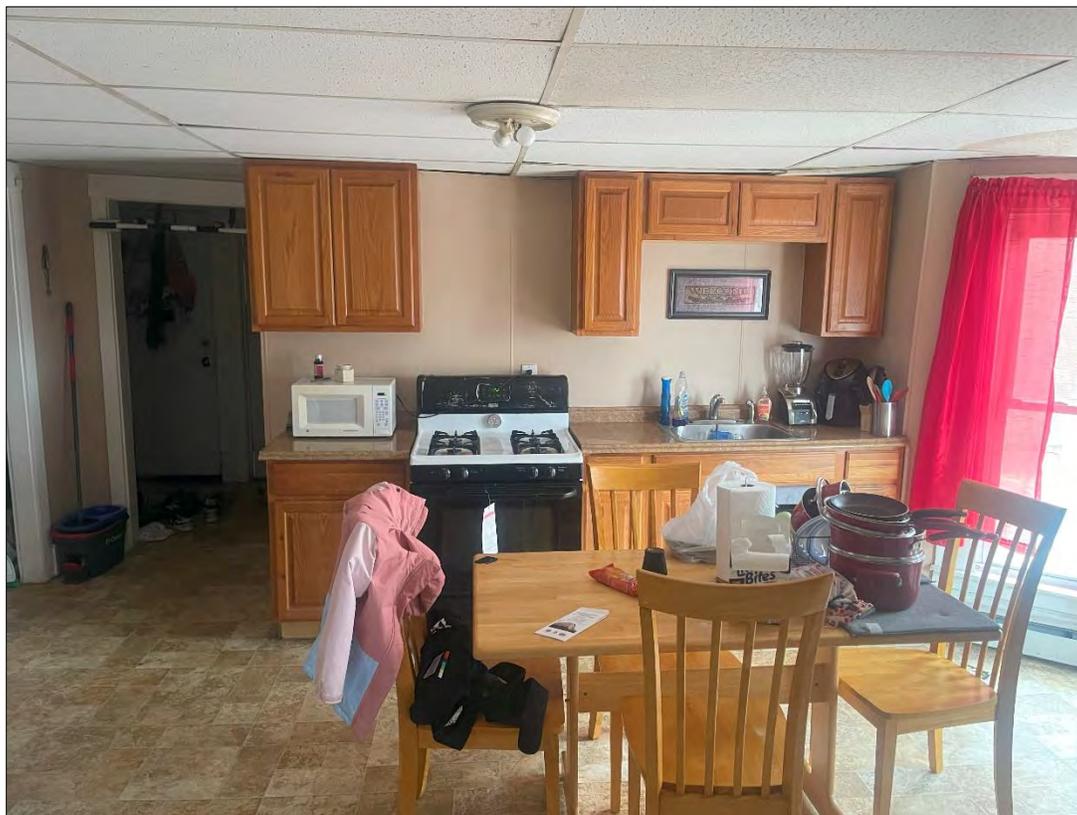


**Bathroom – Unit 7-2**

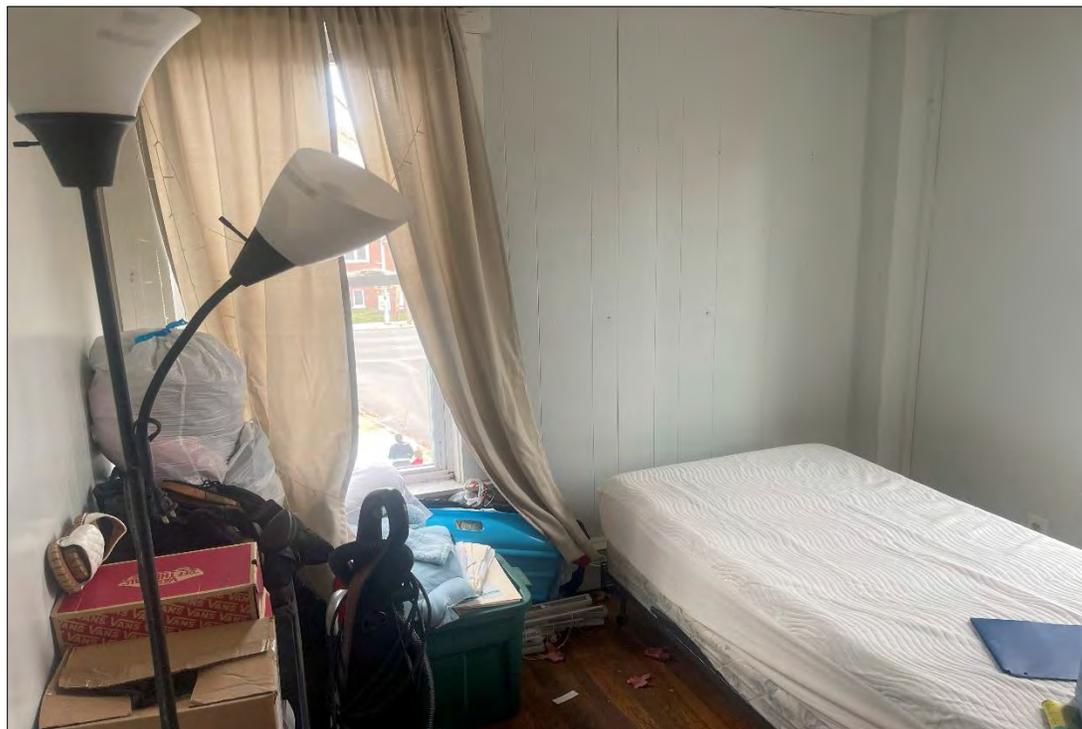


**Living Room – Unit 5-2**

**SUBJECT PHOTOGRAPHS**



**Kitchen – Unit 5-2**

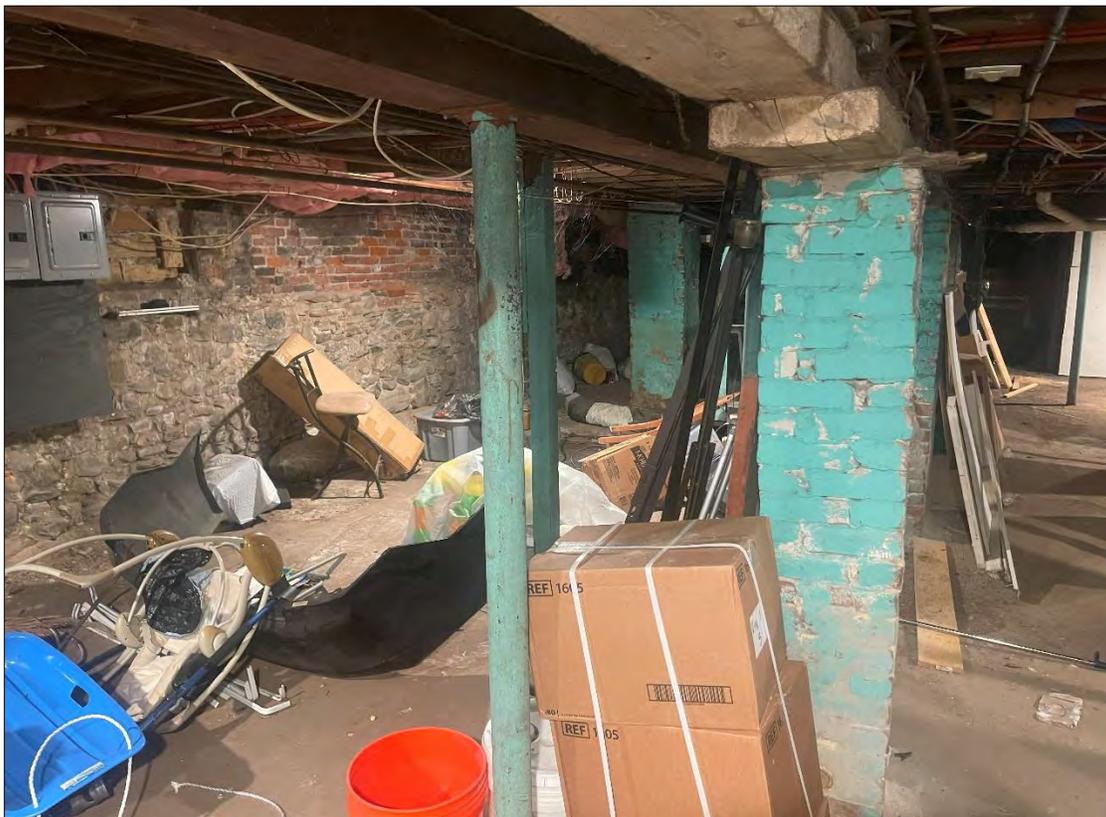


**Typical Bedroom – Unit 5-2**

**SUBJECT PHOTOGRAPHS**



**Bathroom – Unit 5-2**



**Typical Basement Interior**

**SUBJECT PHOTOGRAPHS**



**Basement Mechanicals**



**Basement Mechanicals**

## **IMPROVEMENT ANALYSIS**

The following description is based on our property inspection, assessor information, and information provided by the borrower.

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### **Improvement Summary**

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Property Type	Multifamily
Year Built / Renovated	1900/Updated through the years
Number of Buildings	One
Number of Stories	Three, over full unfinished basement
Number of Units	Six
Construction Class	Class D
Construction Quality	Average
Improvement Condition	Average
Net Living Area	5,025 sf (per Assessor)
Floor Area Ratio	1.85:1

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### **Construction Details**

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Foundation	Mix of brick and fieldstone
Basement	Full, unfinished
Structural Frame	Wood Frame
Exterior Walls	Vinyl siding
Windows	Vinyl frames, double-hung
Roof	Mansard, asphalt shingle, multiple sections (not inspected)

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### **Interior Details**

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Floor Covering	Generally, laminate and carpet flooring throughout units, laminate in common hallways
Walls	Painted plaster
Ceilings	Acoustical tile
Lighting	Ceiling mounted incandescent
Bathrooms	One bathroom per unit with generally tub/shower combos
Appliances	Equipped kitchens (range/oven, cooktop, fridge), no dishwashers
Kitchen Finishes	Laminate countertops and appliances of various ages and quality

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### **Mechanical Details**

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HVAC	Gas fired, baseboard heating
Electrical	Adequate for current use, all units separately metered

Plumbing	Adequate for current use
Fire Protection	Fire alarms, not sprinklered
Elevators	None
Security	None noted

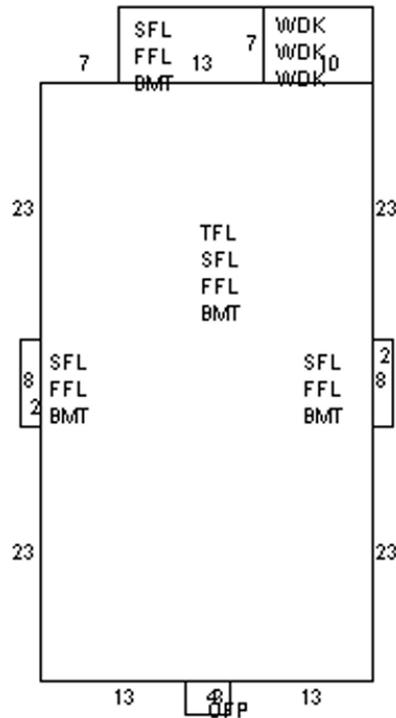
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**Site Improvements**

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Parking	6 spaces or one space per unit
Landscaping	Minimal, typical for neighborhood.

**Assessor's Sketch**



**Improvement Layout**

The subject consists of a three-story wood frame structure over a full, unfinished basement. All six apartments are positioned above-grade. There are two (2), two-story bump outs positioned at the east and west sides of the structure, respectively. The building is constructed over a brick and fieldstone foundation and features a mansard, asphalt shingle roof. The property is served by municipal water and sewer. Heat is provided via gas-fired baseboards and hot water is powered by gas. The subject is separately metered for gas and electricity, while the owner is responsible for water and sewer.

Unit mix at the property contains three (3) two-bedroom/one-bath units and three (3) three-bedroom/one-bath units with an average unit size of 800 square feet. Units consist of bedroom areas, living space, kitchens, and one bathroom per unit. We note, at least one bedroom in each

## 5-7 Arlington Street, Haverhill, MA

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unit does not feature a closet. Kitchens are equipped with laminate countertops, ovens, cooktops, and refrigerators, however, do not include dishwashers. Bathrooms generally feature tub/shower combos. Interior finishes generally consist of laminate flooring, painted plaster walls and acoustical tile ceilings. Lighting is primarily ceiling mounted incandescent. A summary of the unit mix can be found below.

<b>UNIT MIX</b>				
<b>Unit Type</b>	<b>No. Units</b>	<b>Avg Unit Area (SF)</b>	<b>Total Area (SF)</b>	<b>Percentage of Total Area</b>
2 BED / 1 BA	3	700	2,100	43.8%
3-BED / 1 BA	3	900	2,700	56.3%
<b>Total NRA:</b>			<b>4,800</b>	<b>100.0%</b>

### Utilities

All utilities are available to the subject site.

### Functional Utility

The design characteristics of the subject are adequately suited to their current use. Based on its current use, the property should continue to function adequately to current market standards.

### ADA Compliance

The Americans with Disabilities Act (ADA) became effective January 26, 1992. An ADA assessment was not provided to the appraisers in conjunction with this assignment. We have not made, nor are we qualified by training to make, a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. For purposes of this assignment, we have assumed the subject complies with all requirements pertinent to the Disability Act. It is noted that if the subject does not conform to these requirements, the valuation would be subject to review.

### Deferred Maintenance

None.

## ZONING

The applicable zoning information for the subject is summarized below.

<b>Zoning Summary</b>	
Zoning Code	CC (Central)
Permitted Uses	Variety of commercial uses allowed by right, multifamily allowed by a special permit by City Council
Parking	1.0 spaces per du, 2.0 spaces per unit with 3 or more bedrooms
Minimum Lot Area	2,000 square feet for first dwelling unit, 1,000 square feet for each additional unit (multifamily)
Minimum Frontage	100'
Maximum Height	74' or 6 stories

The subject is zoned CC (Central) which allows a variety of commercial uses by right, while multifamily uses are allowed via a special permit by City Council.

The appraisers are not experts in the interpretation of complex zoning ordinances, but the improvements appear to be a *legal non-conforming* use of the site due to the multifamily use and below-code parking. Please note that the determination of compliance is beyond the scope of a real estate appraisal. It is recommended that local planning and zoning personnel be contacted regarding more specific information that might be applicable to the subject.

## LEGAL DESCRIPTION

### **Quitclaim Deed**

Capital Estates, LLC, a Massachusetts Limited Liability Company, having an address of 6 Irving Avenue, Haverhill, MA, for consideration paid and in full consideration of Nine Hundred and Forty Thousand and 00/100 (\$940,000.00) Dollars **GRANT TO 5 ARLINGTON ST LLC**, a Massachusetts Limited Liability Company, with an address of 82 Osgood Street, Lawrence, MA 01843

With ***QUITCLAIM COVENANTS***

A certain tract or parcel of land with the buildings thereon situated on the Southerly side of Arlington Street in Haverhill, Essex County, Massachusetts and being shown as Lot 7A on a plan entitled "Proposed Site Plan for land at 5, 7 Arlington Street, Haverhill, MA." Prepared by Robert P. Morris, Registered Land Surveyor, dated March, 1996, recorded in Essex South District Registry of Deeds in Plan Book 314, Plan 62. Said Lot 7A is more particularly bounded and described as follows:

NORTHERLY by Arlington Street, 42.00 feet;  
WESTERLY by land now or formerly of Denoncourt, 83.00 feet;  
SOUTHEASTERLY by Lot 7, 49.71 feet; and  
EASTERLY by Lot 7, 74.5 feet.

Said parcel contains 3,640 square feet of land according to said plan.

**Meaning and intending to convey the same premises conveyed to Capital Estates, LLC by deed dated March 23, 2020 and recorded with the Essex South District Registry of Deeds at Book 39476, Page 101 on February 1, 2021.**

The undersigned hereby certifies that this transfer does not constitute a transfer of all or substantially all of the corporate assets of Capital Estates, LLC located in the Commonwealth of Massachusetts and is in the ordinary course of business.

Not a homestead property of the Grantor, however the Grantor herein hereby releases any and all homestead rights he may have in the above-referenced property and under the penalties of perjury state there is no other person entitled to claim the benefit of a homestead in the property.

Property Address: 5 & 7 Arlington Street, Haverhill, MA 01830

LEAD PAINT PROPERTY TRANSFER NOTIFICATION  
TO BE SIGNED BY PROSPECTIVE PURCHASER  
PRIOR TO SIGNING A FORECLOSURE AUCTION SALE AGREEMENT  
AND MEMORANDUM OF TERMS AND CONDITIONS OF SALE FOR  
RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978

\_\_\_\_\_ The Massachusetts Department of Public Health's Notification was provided to the prospective purchaser. The prospective purchaser has read the Notification or has had it read to him/her.

\_\_\_\_\_ The Auctioneer and/or the mortgagee and/or the attorney representing mortgagee has represented to the prospective purchaser that he/she has provided the prospective purchaser with verbal information on the possible presence of dangerous levels of lead paint, plaster, soil or other materials and the provisions of the Lead Law and Regulations.

\_\_\_\_\_ The prospective purchaser was verbally informed that because the property is being transferred by means of a foreclosure auction sale, the prospective purchaser may not be able to obtain a lead inspection either prior to executing the Foreclosure Auction Sale Agreement and Memorandum of Terms and Conditions of Sale or prior to paying the balance of proceeds due on the "Closing Date" referred to in the Memorandum of Terms and Conditions of Sale. The prospective purchaser was also verbally informed that prospective purchaser's obligations under the Foreclosure Auction Sale Agreement and Memorandum of Terms and Conditions of Sale are not contingent upon either the availability or results of a lead inspection.

I, \_\_\_\_\_ have been so informed and notified.

Date: \_\_\_\_\_

\_\_\_\_\_  
Purchaser

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

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Auctioneer



**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**

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