

# 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**

**Tuesday, April 29 at 12:30 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 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 3, 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 **12:30 p.m. on the 29<sup>th</sup> day of April, 2025** 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 parcel 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. 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 W 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			
5 7 ARLINGTON ST			
State Class			1
Land Area	0.084 AC		
Parcel ID	202-38-7		
Book/Page	41350-408		
Deed Date	12/14/2022		
RE TAX RATE PER \$1,000			
1-Res	2-OpSp	3-Comm	4-Indust
\$10.71	\$19.43	\$19.43	\$19.43

Assessed owner as of January 1, 2024:

5 ARLINGTON ST 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

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

Land Value	\$155,300
Building Value	\$650,600
Other Value	\$0
<b>Total Taxable Value</b>	<b>\$805,900</b>

**TAXPAYER'S COPY**

Bill No.	614
Real Estate Tax	\$8,631.19
Special Assessments	\$7,761.88
Total Tax/Spec. Assess.	\$16,393.07
Preliminary Tax	\$3,710.17
Current Payments/Credits	\$3,710.17
Exemptions/Abatements	\$0.00
Past Due	\$0.00
Interest	\$0.00
Fees	\$0.00
<b>3rd Qtr. Due 2/3/2025</b>	<b>\$6,341.45</b>
<b>4th Qtr. Due 5/1/2025</b>	<b>\$6,341.45</b>

SPECIAL ASSESSMENTS		
Type	Amount	Interest
Sewer Lien	\$4,041.24	\$539.91
Water Lien	\$2,809.67	\$371.06



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**

5 ARLINGTON ST 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.	614
Location:	5 7 ARLINGTON ST		
Parcel ID:	202-38-7		
<b>AMOUNT DUE 5/1/2025</b>	<b>\$6,341.45</b>		

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

01030000000061400006341450004250501256



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.	614
Location:	5 7 ARLINGTON ST		
Parcel ID:	202-38-7		
<b>AMOUNT DUE 2/3/2025</b>	<b>\$6,341.45</b>		

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

01030000000061400006341450003250203254

MAY REMIT

FEBRUARY REMIT

T52 P2  
16937  
2

5 ARLINGTON ST 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=de959beb-2e62-4d4f-9491-afd79ba8e67e)



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"/>	<p><b>5</b>  <b>ARLINGTON</b>  <b>ST LLC</b>            Due on            5/1/2025            Balance            Due:            \$12,863.51</p> <p> <b>View Invoice</b> (<a href="https://www.invoicecloud.com/portal/pdf.aspx?InvoiceGUID=de959beb-2e62-4d4f-9491-afd79ba8e67e&amp;BillerGUID=40c81028-0990-4e89-aad9-75fe26c6872a&amp;vsii=1&amp;i=de959beb-2e62-4d4f-9491-afd79ba8e67e">https://www.invoicecloud.com/portal/pdf.aspx?InvoiceGUID=de959beb-2e62-4d4f-9491-afd79ba8e67e&amp;BillerGUID=40c81028-0990-4e89-aad9-75fe26c6872a&amp;vsii=1&amp;i=de959beb-2e62-4d4f-9491-afd79ba8e67e</a>)   Remind Me</p>
<input type="checkbox"/>	<p><b>5</b>  <b>ARLINGTON</b>  <b>ST LLC</b>            Due on            2/3/2025            Balance            Due: \$0.00</p> <p> <b>View Invoice</b> (<a href="https://www.invoicecloud.com/portal/pdf.aspx?InvoiceGUID=1f5078f4-2186-4a94-ad60-6f6b26673342&amp;BillerGUID=40c81028-0990-4e89-aad9-75fe26c6872a&amp;vsii=1&amp;i=de959beb-2e62-4d4f-9491-afd79ba8e67e">https://www.invoicecloud.com/portal/pdf.aspx?InvoiceGUID=1f5078f4-2186-4a94-ad60-6f6b26673342&amp;BillerGUID=40c81028-0990-4e89-aad9-75fe26c6872a&amp;vsii=1&amp;i=de959beb-2e62-4d4f-9491-afd79ba8e67e</a>)   Remind Me</p>
<input type="checkbox"/>	<p><b>5</b>  <b>ARLINGTON</b>  <b>ST LLC</b>            Due on            11/1/2024            Balance            Due: \$0.00</p> <p> <b>View Invoice</b> (<a href="https://www.invoicecloud.com/portal/pdf.aspx?InvoiceGUID=1ca12b71-6aeb-4a08-8a44-7772e40fa616&amp;BillerGUID=40c81028-0990-4e89-aad9-75fe26c6872a&amp;vsii=1&amp;i=de959beb-2e62-4d4f-9491-afd79ba8e67e">https://www.invoicecloud.com/portal/pdf.aspx?InvoiceGUID=1ca12b71-6aeb-4a08-8a44-7772e40fa616&amp;BillerGUID=40c81028-0990-4e89-aad9-75fe26c6872a&amp;vsii=1&amp;i=de959beb-2e62-4d4f-9491-afd79ba8e67e</a>)   Remind Me</p>
<input type="checkbox"/>	<p><b>5</b>  <b>ARLINGTON</b>  <b>ST LLC</b>            Due on            8/1/2024            Balance            Due: \$0.00</p> <p> <b>View Invoice</b> (<a href="https://www.invoicecloud.com/portal/pdf.aspx?InvoiceGUID=d910cec5-30bc-4623-b74d-89eacdbbac2e&amp;BillerGUID=40c81028-0990-4e89-aad9-75fe26c6872a&amp;vsii=1&amp;i=de959beb-2e62-4d4f-9491-afd79ba8e67e">https://www.invoicecloud.com/portal/pdf.aspx?InvoiceGUID=d910cec5-30bc-4623-b74d-89eacdbbac2e&amp;BillerGUID=40c81028-0990-4e89-aad9-75fe26c6872a&amp;vsii=1&amp;i=de959beb-2e62-4d4f-9491-afd79ba8e67e</a>)   Remind Me</p>
<input type="checkbox"/>	<p><b>5</b>  <b>ARLINGTON</b>  <b>ST LLC</b>            Due on            5/1/2024            Balance            Due: \$0.00</p> <p> <b>View Invoice</b> (<a href="https://www.invoicecloud.com/portal/pdf.aspx?InvoiceGUID=7338dcd2-0435-44f8-8cd3-13a7e34dc502&amp;BillerGUID=40c81028-0990-4e89-aad9-75fe26c6872a&amp;vsii=1&amp;i=de959beb-2e62-4d4f-9491-afd79ba8e67e">https://www.invoicecloud.com/portal/pdf.aspx?InvoiceGUID=7338dcd2-0435-44f8-8cd3-13a7e34dc502&amp;BillerGUID=40c81028-0990-4e89-aad9-75fe26c6872a&amp;vsii=1&amp;i=de959beb-2e62-4d4f-9491-afd79ba8e67e</a>)   Remind Me</p>

Showing 1 to 5 of 8 entries

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# 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

PROPERTY LOCATION

No	Alt No	Direction/Street/City
57		ARLINGTON ST, HAVERHILL

OWNERSHIP

Owner 1:	5 ARLINGTON ST LLC
Owner 2:	
Owner 3:	
Street 1:	82 OSGOOD ST
Street 2:	
Twn/City:	LAWRENCE
St/Prov:	MA Cntry Own Occ: N
Postal:	01843 Type:

PREVIOUS OWNER

Owner 1:	CAPITAL ESTATES, LLC -
Owner 2:	-
Street 1:	6 IRVING AV
Twn/City:	HAVERHILL
St/Prov:	MA Cntry
Postal:	01832

NARRATIVE DESCRIPTION

This parcel contains .084 ACRES of land mainly classified as APT 4-8 with a APT CONV Building built about 1900, having primarily VINYL Exterior and 5025 Square Feet, with 6 Units, 6 Baths, 0 3/4 Bath, 0 HalfBath, 26 Rooms, and 14 Bdrms.

OTHER ASSESSMENTS

Code	Descrip/No	Amount	Com. Int

PROPERTY FACTORS

Item	Code	Description	%	Item	Code	Description
Z		water		1		TYPCL
o		Sewer				
n		Electri				
Census:		Exmpt				
Flood Haz:						
D		Topo				
s		Street				
t		Gas:				

LAND SECTION (First 7 lines only)

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
111	APT 4-8		3640		SQUARE FESITE			0	5.25	8.13	XA									155,337						155,300	

IN PROCESS APPRAISAL SUMMARY

Use Code	Land Size	Building Value	Yard Items	Land Value	Total Value
111	0.084	650,600		155,300	805,900
Total Card	0.084	650,600		155,300	805,900
Total Parcel	0.084	650,600		155,300	805,900
Source:	Market Adj Cost	Total Value per SQ unit /Card:		160.38	/Parcel: 160.38

PREVIOUS ASSESSMENT

Tax Yr	Use	Cat	Bldg Value	Yrd Items	Land Size	Land Value	Total Value	Asses'd Value	Notes	Date
2025	111	FV	650,600	0	.084	155,300	805,900	805,900	Final Value	12/16/2024
2024	111	FV	549,500	0	.084	147,900	697,400	697,400	yr end fy24	12/13/2023
2023	111	FV	435,700	0	.084	147,900	583,600	583,600	Year end roll	12/13/2022
2022	111	FV	336,400	0	.084	136,100	472,500	472,500	Year End Roll	12/8/2021
2021	111	FV	311,900	0	.084	121,300	433,200	433,200	CPro billing	12/14/2020
2020	111	FV	311,900	0	.084	115,400	427,300	427,300	CPro BILLING	12/12/2019
2019	111	FV	256,800	0	.084	100,600	357,400	357,400	CPro Billing	12/11/2018
2018	111	FV	247,600	0	.084	94,700	342,300	342,300	YER	12/28/2017

SALES INFORMATION

Grantor	Legal Ref	Type	Date	Sale Code	Sale Price	V	Tst	Verif	Notes
CAPITAL ESTATES	41350-408		12/14/2022		940,000	No	No		
CALNAN FAMILY R	39476-101		2/1/2021	FAMILY	100	No	No		
CD REALTY TRUST	38083-343		12/4/2019	CONVENIENCE	100	No	No		
CBC PROPERTY MA	36858-142		7/12/2018		510,000	No	No		
5-7 ARLINGTON S	35697-7		2/23/2017	CONVENIENCE	100	No	No		
SHEHWAN LLC,	32436-100		5/2/2013	CHD-SALE	150,000	No	No		
BIJJANI ROGER P	23907-530		1/31/2005	CONVENIENCE	1	No	No		
FR REALTY TRUST	13973-176		2/13/1997	PORTION/ASSE	20,000	No	No		

BUILDING PERMITS

Date	Number	Descrip	Amount	C/O	Last Visit	Fed Code	F. Descrip	Comment
11/23/2021	88465	WINDOWS	400	C				
11/23/2021	88465	WINDOWS	400	C				
5/12/2021	81926	WINDOWS	400	C				
6/6/2013	B-13-681	ASSR NOT	4,000	C				
5/31/2013	B-13-642	ASSR NOT	5,000	C				
5/31/2013	B-13-642	ASSR NOT	5,000	C				
3/9/1998	2860	MANUAL		C			33	
8/21/1995	619	MANUAL		C			RZ STRS	
6/1/1991	1243	MANUAL					WALL/DOOR	

ACTIVITY INFORMATION

Date	Result	By	Name
12/21/2022	MLS INFO	888	CHRIS WEBB
9/6/2022	PERMIT VISIT	197	MICHAEL CASS
8/7/2018	MLS INFO	888	CHRIS WEBB
8/28/2013	PERMIT VISIT	197	MICHAEL CASS
9/28/2012	MLS INFO	500	ASSESSORS
12/6/2011	MEASURED	201	SCOTT McC
2/27/2009	ABATEMENT	500	ASSESSORS
5/9/2008	REVIEWED	500	ASSESSORS
3/19/1999	REVIEWED	270	

Sign: VERIFICATION OF VISIT NOT DATA



**USER DEFINED**

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:	



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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**

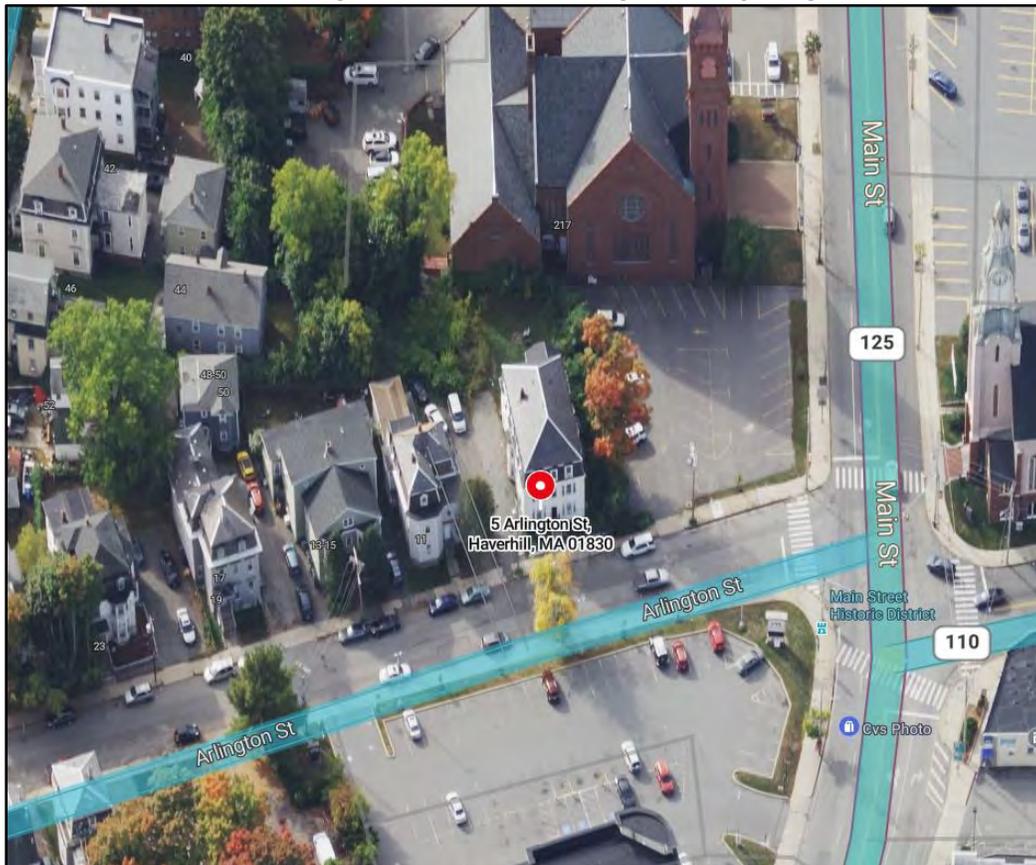


Image rotated so that south is at the top

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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.

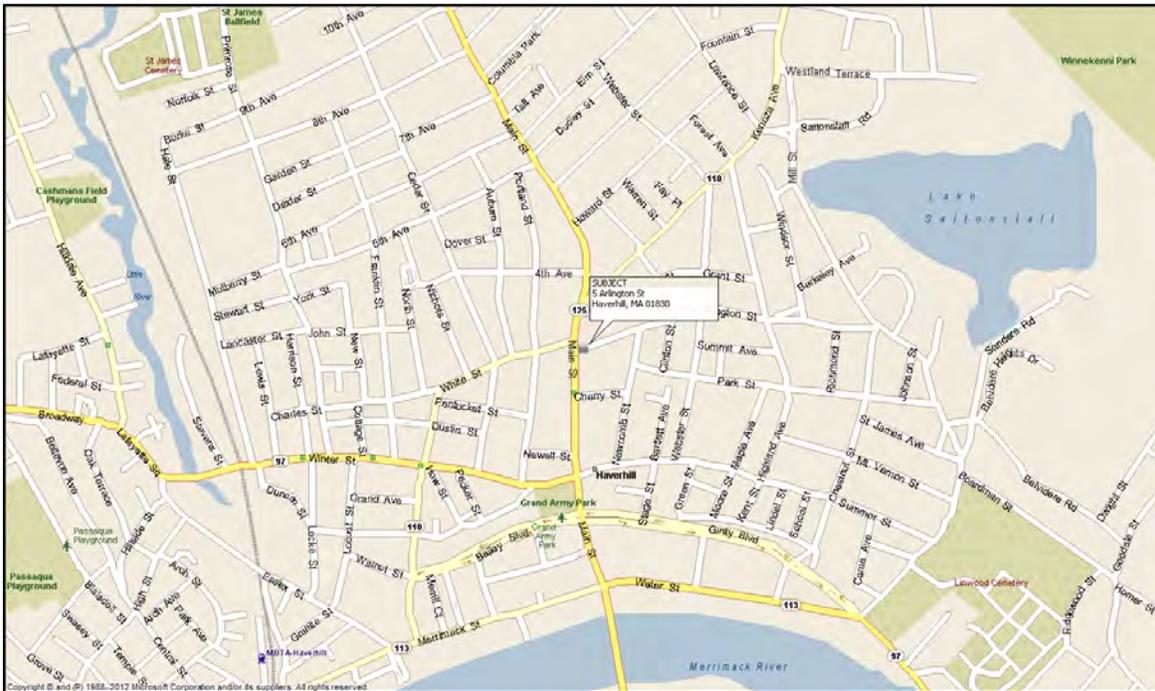
### Cities/Towns Comprising Essex County



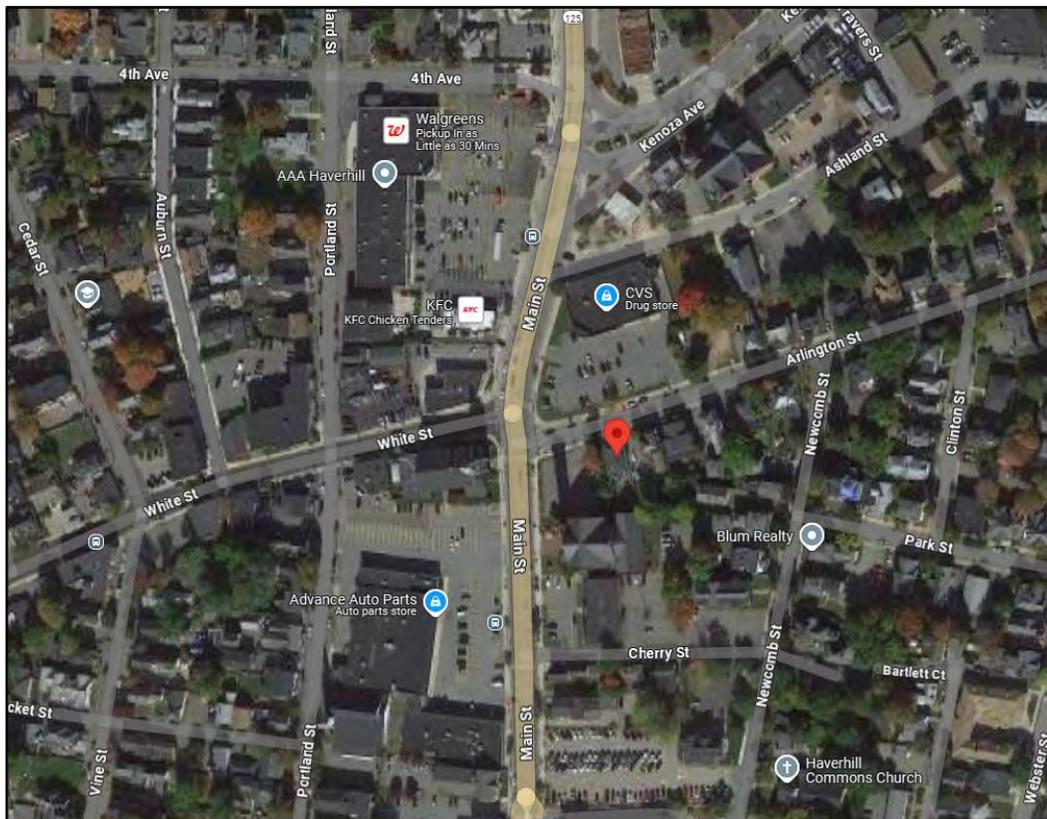
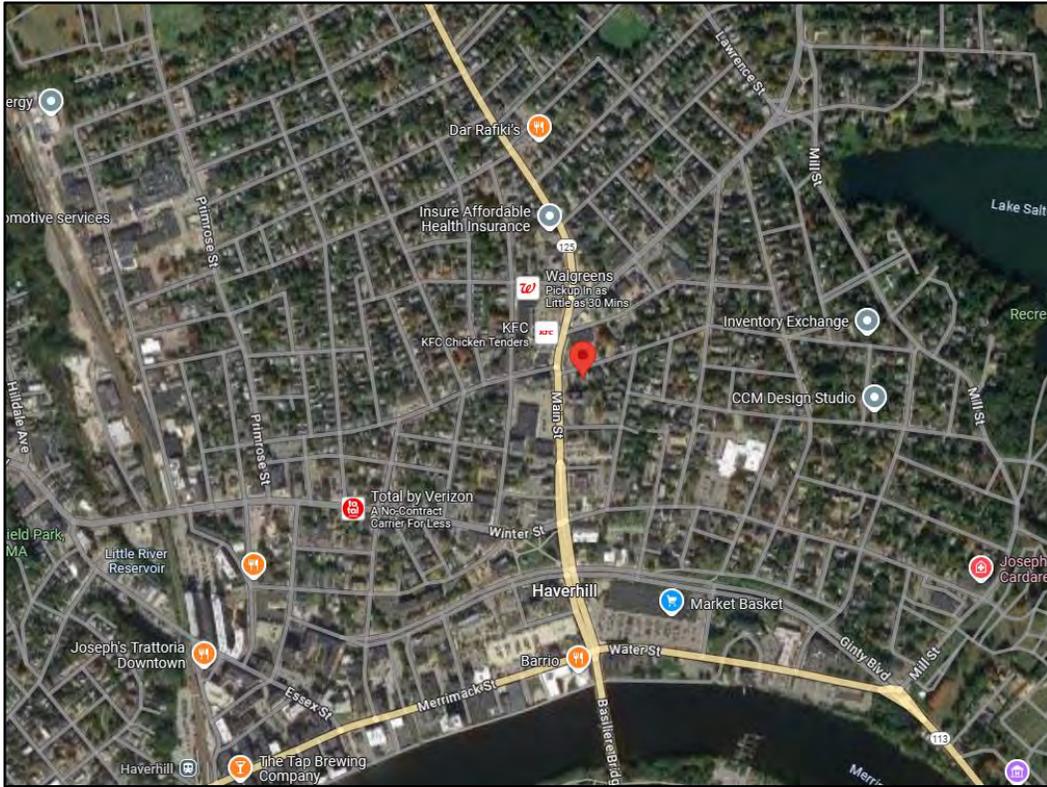
### County Population

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.

---

**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

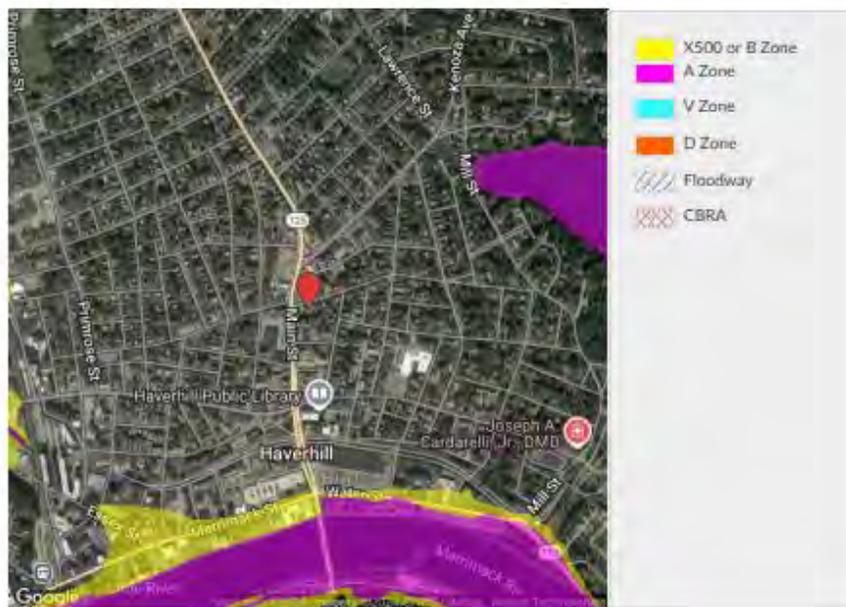
5 ARLINGTON ST HAVERHILL, MA 01830

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**

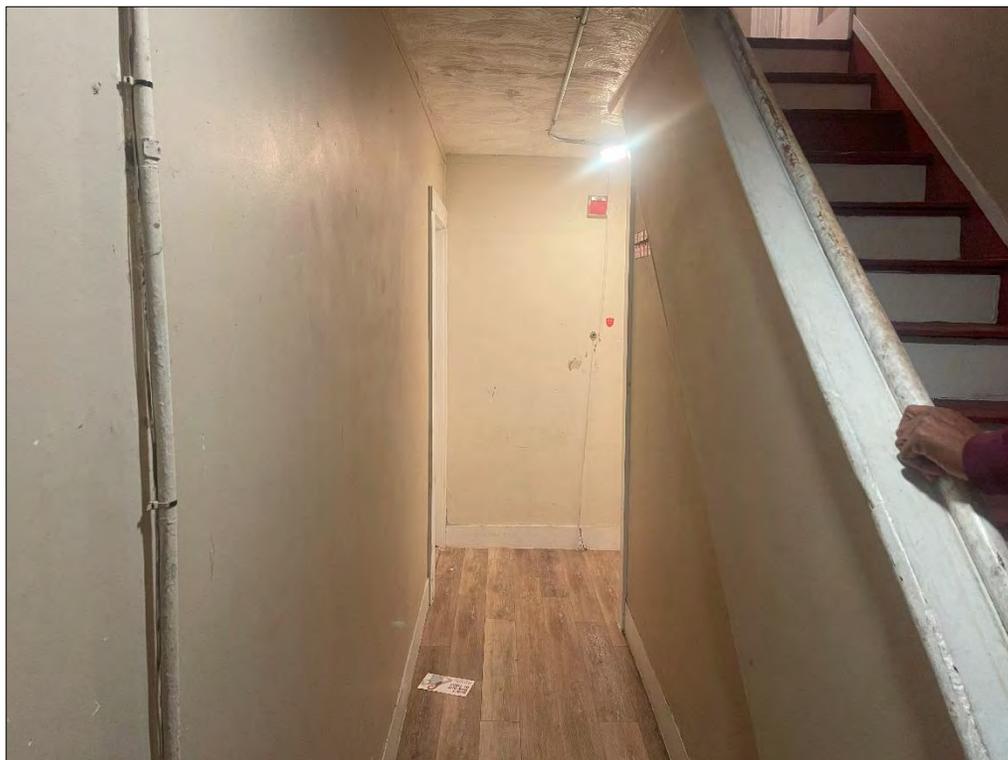


**Subject West Side Exterior**



**Subject South Side Exterior**

**SUBJECT PHOTOGRAPHS**



**Typical Hallway**



**Kitchen – Unit 7-2**

**SUBJECT PHOTOGRAPHS**

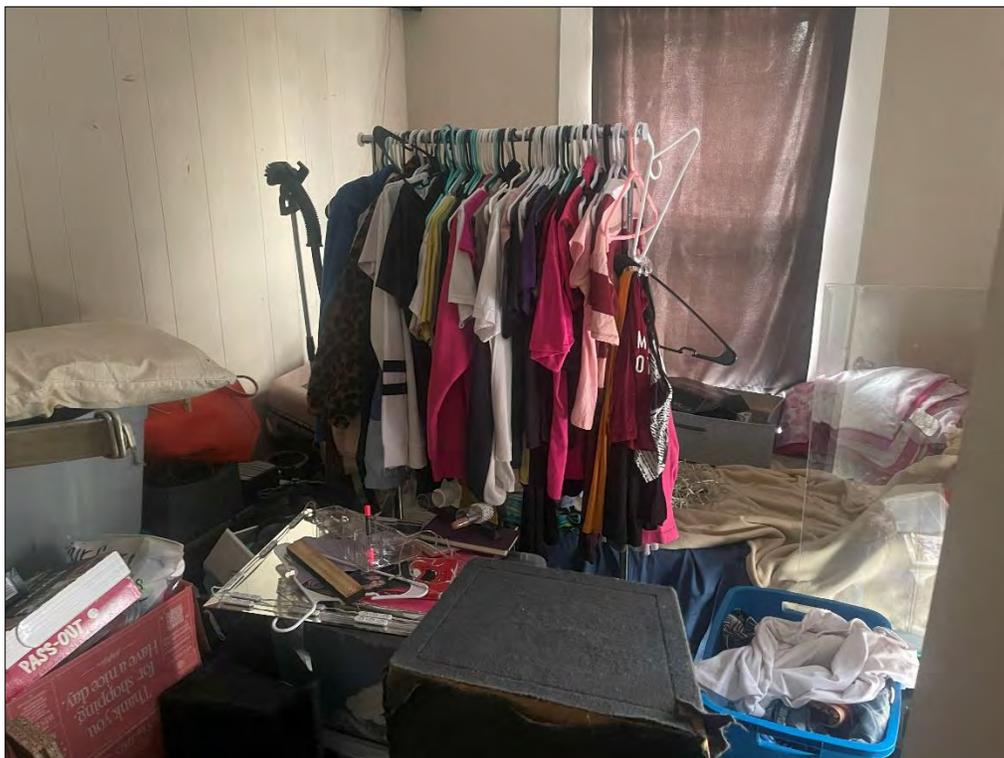


**Kitchen Alternate View – Unit 7-2**

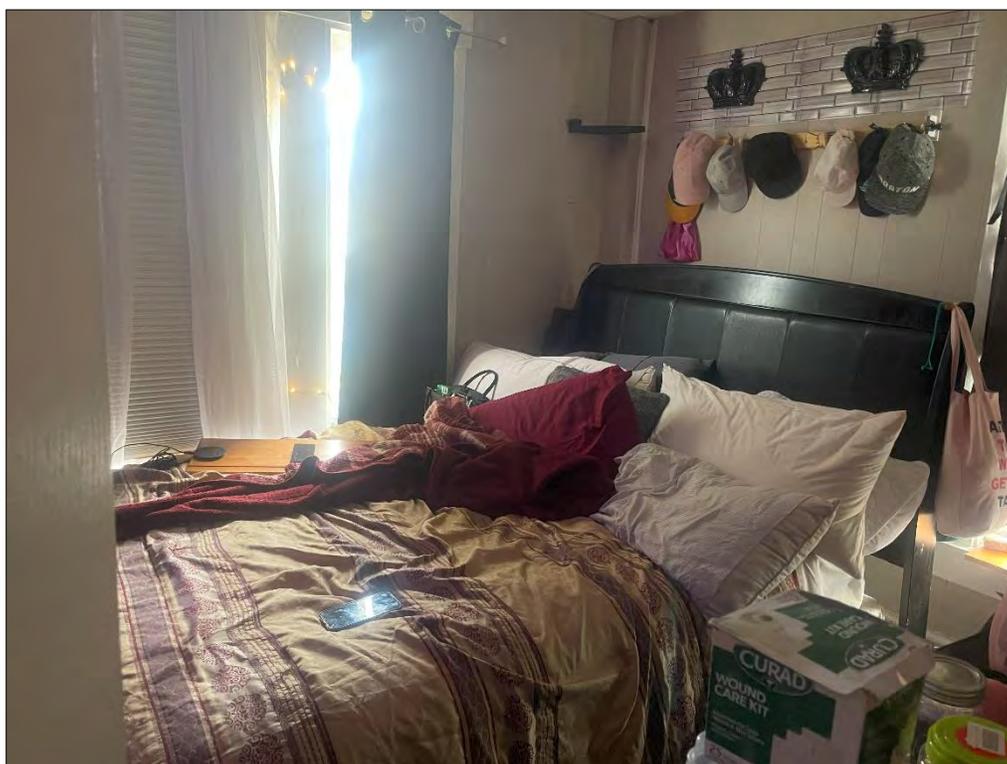


**Bedroom – Unit 7-2 (Alternate View)**

**SUBJECT PHOTOGRAPHS**



**Alternate Bedroom – Unit 7-2**



**Alternate Bedroom – Unit 7-2**

**SUBJECT PHOTOGRAPHS**

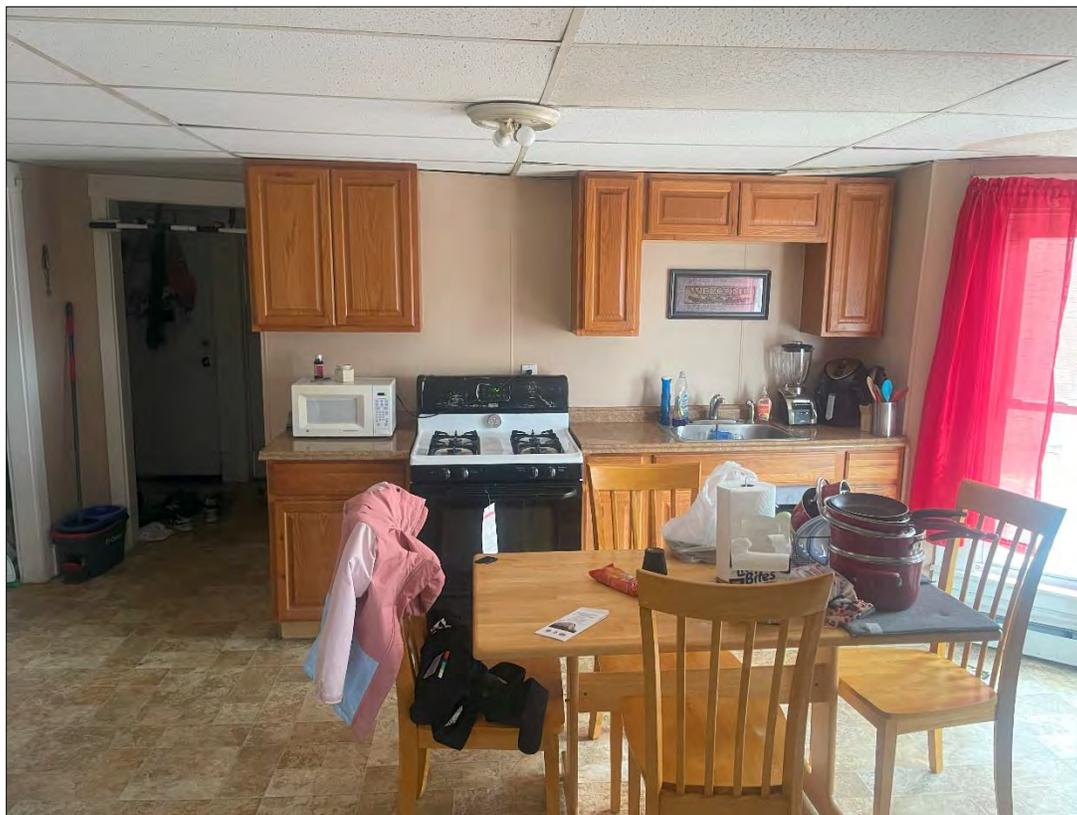


**Bathroom – Unit 7-2**



**Living Room – Unit 5-2**

**SUBJECT PHOTOGRAPHS**



**Kitchen – Unit 5-2**

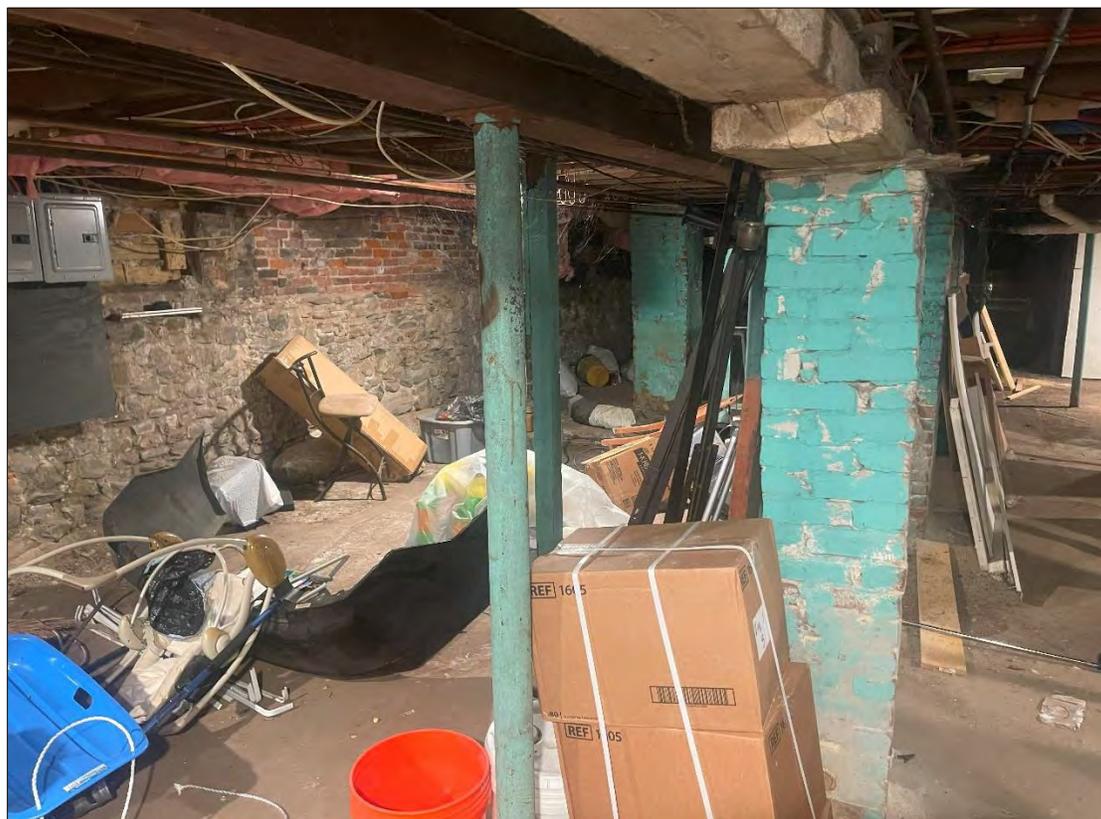


**Typical Bedroom – Unit 5-2**

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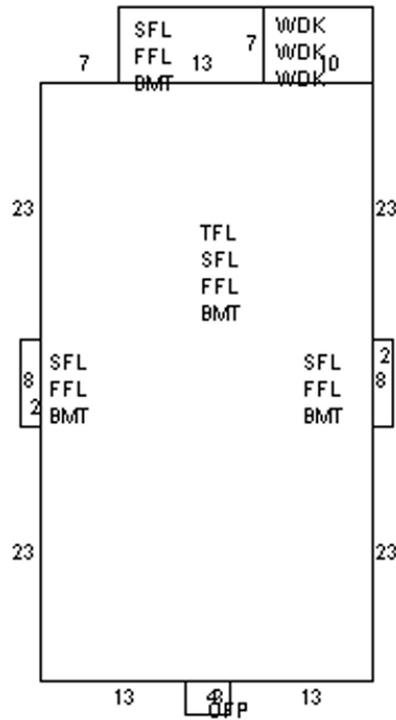
HVAC	Gas fired, baseboard heating
Electrical	Adequate for current use, all units separately metered

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

**Site Improvements**

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>	4,800	<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



**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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