

REAL ESTATE AUCTION

1,365+/- SF 3+/- BR, 2BA HOME ON .36+/- AC. Within a Mile of Eastville Beach

5 JOHN'S WAY OAK BLUFFS (MARTHA'S VINEYARD), MA

Wednesday, September 17 at 12pm On-site Open House: Friday, September 12 (12pm-2pm)

MA Auc. Lic. #111









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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.







August 6, 2025

Dear Prospective Bidder:

JJManning Auctioneers is pleased to offer 5 John's Way, Oak Bluffs (Martha's Vineyard), MA at auction. This 1,365+/- sf 1.75-story 3+/- bedroom, 2 bath Cape with full unfinished basement and covered porch was built in 1987 on .36+/- acre. On a private way close to the intersection of County Rd. & Vineyard Ave., the property is near bus routes, 2+/- miles to town and Oak Bluffs ferry terminals, 7+/- miles to MVY Airport. Please take time to review the rest of this information package.

The owners have chosen auction, the accelerated method of marketing, for the sale of this well-situated property. Their decision allows you to set the market price for this desirable Martha's Vineyard home with your bid. You will buy the property at the lowest possible price by bidding one increment higher than the competition. What an opportunity!

As you know, the property is being sold "as is, with all faults", be sure to attend the scheduled Open House. There is a large amount of information in this Property Information Package (PIP), please review it carefully. The auction will be held on Wednesday, September 17th at 12:00 pm on-site. Don't miss it! If you can't attend but wish to make an Absentee Bid, give us a call.

The sale is not contingent upon your ability to acquire mortgage financing. You are encouraged to pre-qualify yourself with a lender before the auction. This will help you to bid with confidence. Read the Sample Purchase & Sale Agreement in this package. You should consult your attorney with any questions regarding the Agreement. There can be no changes to the Agreement.

Don't forget to have the \$25,000 deposit in certified or bank check made out to yourself and bring it with you to the auction. You must show the check at registration in order to receive a Bidder Number. You must have a Bidder Number in order to bid at this open, outcry auction.

If you are interested in making a pre-auction offer for this property, it must be tendered on a signed JJManning approved Purchase & Sale Agreement and accompanied by a 10% certified deposit in certified or bank check or by confirmed wire transfer. Please contact us at **auctions@jjmanning.com** or the phone number below for details.

Our experienced auction staff is available to answer your questions at 800-521-0111, at the open house and one hour before the auction. We welcome your calls. See you at the auction. Good luck with your bids!

Sincerely,

Justin J. Manning, CAI, AARE

President



REAL ESTATE AUCTION

1,365+/- SF 3+/- BR, 2BA HOME ON .36+/- AC. 5 JOHN'S WAY, OAK BLUFFS (MARTHA'S VINEYARD), MA

Wednesday, September 17 at 12pm On-site

Open House: Friday, September 12 (12pm-2pm)

MA Auc. Lic. #111 Auc. Ref. #25-2132

<u>Terms of Sale:</u> 10% deposit of which Twenty-five Thousand Dollars (\$25,000.00) must be presented in certified or bank check. Remainder of the 10% deposit in wire transfer, certified or bank check by 4:00 p.m. ET on Friday, September 19, 2025. Balance in 30 days.

- <u>A.</u> Make the certified deposit check payable to yourself. If you are the successful bidder, you will endorse the check to JJManning Auctioneers, Escrow Agent.
- <u>B.</u> Closing will take place on or before Friday, October 17, 2025 (30 days from the auction) unless otherwise agreed upon by Seller, in writing.
- <u>C.</u> A Buyer's Premium of TEN PERCENT (10%) will be added to the high bid. Their sum will constitute the Total Purchase Price. See Buyer's Premium explanation elsewhere in this Bidder Information Package.
- <u>D.</u> The property is being sold "as is, with all faults". We encourage you to attend the Open House and thoroughly inspect the property. You must rely on your own inspection and judgment when bidding on this property.
- <u>E.</u> Auctioneer reserves the right to enter protective bids on behalf of Seller.
- <u>F.</u> Auctioneer reserves the right to disqualify any bidders at auctioneer's sole discretion. Should a dispute arise amongst any bidders, auctioneer's decision shall be final and binding.
- <u>G.</u> The property is <u>NOT</u> being sold with a financing contingency, so we recommend that you pre-qualify yourself with your lending institution before bidding at the auction sale. This will allow you to bid with confidence!
- <u>H.</u> Other terms, if any, to be announced at the auction sale.



There will be a Buyer's Premium of 10% added to the high bid. The total of the high bid plus the 10% Buyer's Premium shall constitute the Contract Sales Price.

EXAMPLE:

Bid Price: \$100,000.00

Add 10% Buyer's Premium: \$ 10,000.00

Contract sales price: \$110,000.00

The contract sales price represents the total due from the buyer and will be the amount entered on the *Purchase & Sale Agreement*.

Buyer's Initials:	
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PURCHASE AND SALE AGREEMENT

This 17th day of September, 2025

1. PARTIES AND MAILING ADDRESSES

Richard A. Cassiani Trust hereinafter called the SELLER, agrees to SELL and

hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

The land with the buildings thereon known as 7 John's Way, Oak Bluffs, Massachusetts.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposals, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, and ONLY IF BUILT IN, refrigerators, air conditioning equipment, ventilators, dishwashers, washing machines and dryers; and none. Any non-titled personal property left at the premises as of closing is considered abandoned and shall become the responsibility of the buyer. The SELLER, its agents or representatives have not made any representations, warranties, promises, covenants, agreements or guarantees, implied or expressed, oral or written with respect to the conformity of the property to any zoning, land use regulations, or suitability for potential development or subdivision.

4. TITLE DEED

Said premises are to be conveyed by a good and sufficient Quitclaim Deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven days before the deed is to be delivered as herein provided and said deed shall convey a good and clear record, marketable or insurable title thereto, free from encumbrances, except

- (a) Existing rights and obligations in party walls which are not the subject of written agreement;
- (b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (c) Any liens for municipal betterments assessed after the date of this agreement;
- (d) Easements, restrictions and reservations of record;

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

6. PURCHASE The agreed purc	PRICE chase price for said p	premises is dollars, of whi	ich
	\$	have been paid as a deposit this day and	
	\$	are to be paid in wire transfer, certified, cashier's, treasurer's or bank check(s) by 4:00 pm ET Friday, September 19, 2025 as the additional deposit	
	\$	are to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s)	
	\$	TOTAL	

7. TIME FOR PERFORMANCE DELIVERY DEED

Such deed is to be delivered on or before Friday, October 17, 2025 (30 days of the date of this agreement) at the office of SELLER'S attorney, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

8. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted and (b) in compliance with provisions of any instrument referred to in clause 4 hereof.

9. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto, unless the SELLER elects to use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of up to ninety days.

10. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

11. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction. In which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration; or (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

12. ACCEPTANCE OF DEED

The acceptance of a deed by the BUYER, or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

13. USE OF SELLER MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

14. INSURANCE

Until the delivery of the deed, the SELLER shall maintain the insurance on said premises as currently insured.

15. ADJUSTMENTS

Collected rents, mortgage interest, water and sewer use charges, operating expenses (if any) according to the schedule attached hereto or set forth below, condominium or home owner's association fees if applicable, and taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. Uncollected rents for the current rental period shall be apportioned if and when collected by either party.

16. ADJUSTMENT OF UNASSESSED TAXES

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained.

17. BROKER

BUYER acknowledges that he has engaged no real estate broker, and no real estate broker has in any way been involved in this transaction except any broker previously registered with and acknowledged by AUCTIONEER in writing. BUYER agrees to indemnify and hold harmless the SELLER and AUCTIONEER, including SELLER'S and AUCTIONEER'S reasonable attorney's fees, for any claim made by any real estate broker not registered with and acknowledged by Auctioneer in writing in connection with this transaction.

Buyer's Initials:

18. DEPOSIT

All deposits made hereunder shall be held in escrow by JEROME J. MANNING & Co., INC as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this agreement pending instructions mutually given by the SELLER and the BUYER.

19. BUYER'S DEFAULT

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made or required to be made hereunder by the BUYER shall be retained by the SELLER as liquidated damages even if BUYER fails to make the deposit or additional deposit.

20. CONTINGENCIES

BUYER acknowledges that this Agreement contains no contingencies affecting the BUYER'S obligation to perform. If the sale as contemplated herein is not consummated for any reason, except SELLER'S inability to deliver marketable or insurable title (subject only to the matters set forth in paragraph 4), then the deposit(s) paid by the BUYER upon the execution of this Agreement and/or any additional deposit required to be made shall inure to and become the property of the SELLER, all as provided in Paragraph (19) hereof.

21. WARRANTIES AND REPRESENTATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement. The BUYER further acknowledges that he is buying the Property as is, with all faults and without warranty of any kind, whatsoever. Buyer acknowledges that buyer has reviewed or been given the opportunity to review the Property Information Packages (PIPS) for this property along with any updates provided up and through the day of the auction.

22. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisee, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

23. LEAD PAINT LAW

The BUYER acknowledges that whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age. BUYER further acknowledges that he has been notified of said lead paint law by SELLER and AUCTIONEER.

24. SMOKE DETECTORS/SEPTIC/WATER

The BUYER will be responsible for the installation and inspection of smoke detectors and CO2 detectors after closing and once the property is suitable for habitation. If necessary, the buyer shall be responsible for the repair, upgrade or installation of a septic system and/or a well and/or municipal water and/or sewer connections which meet the requirements of the board of health. The closing shall not be contingent upon any certificates of compliance nor contingent upon a certificate of occupancy as the property is being conveyed strictly as is.

25. TRANSFER TAX

The BUYER shall pay the Martha's Vineyard Land Bank fee, which is currently two percent (2%) of the purchase price, at the time of closing. The BUYER acknowledges and agrees that the recording of the deed for the Premises at the Dukes County Registry of Deeds is conditioned upon the payment of this fee and the issuance of a certificate by the Martha's Vineyard Land Bank Commission.

26. SOPHISTICATED BUYER

The BUYER acknowledges that by registering, participating, and competing to purchase this subject real estate via a PUBLIC AUCTION SALE wherein all contingencies, warranties, and representations have been specifically disclaimed as in paragraphs 20 and 21 of this agreement establishes that the BUYER is knowledgeable and aware of the risks of doing so and possesses a level of sophistication commensurate with the complexity of the sale terms both expressed by this Agreement and the potential of the property being acquired.

Buyer's Initials:	
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NOTICE: This is a legal document that creates binding obliga-	ations. If not understood, consult an attorney.		
Richard A. Cassiani Trust, Seller	BUYER		
By: Richard A. Cassiani, Trustee			
By:	BUYER		
Buyer's Mailing Address (Street or P.O. Box)	Buyer's Attorney (Name)		
Buyer's Mailing Address (City, State & Zip Code)	Buyer's Attorney (Firm)		
Buyer's Daytime Phone	Buyer's Attorney's Address (Street or P.O. Box)		
Buyer's Evening Phone	Buyer's Attorney's Address (City, State & Zip Code)		
	Buyer's Attorney's Phone		

Jerome J. Manning & Co., Inc., AUCTIONEER/ESCROW AGENT

Town of OAK BLUFFS - Fiscal Year 2025 Key: 2195 12/4/2024 12:16 pm SEQ #: 2,284 CURRENT OWNER PARCEL ID LOCATION CLASS CLASS% DESCRIPTION BN ID BN CARD 12-131-8 5 JOHNS WY 1010 100 SINGLE FAMILY 1 1 of 1 CASSIANI RICHARD A TR RICHARD A CASSIANI REVOCABLE TRUST TRANSFER HISTORY SALE PRICE BK-PG (Cert) PMT NO PMT DT TY DESC AMOUNT INSP BY 1st DOS % **5 JOHNS WAY** 11/15/2013 A CASSIANI RICHARD A TR 1 (41682) 60 Field Review 05/16/2011 0 VINEYARD HAVEN. MA 02568 04/23/1998 A CASSIANI RICHARD A 1 (41682) 55 Measur/New U 01/05/2007 SL 0 107,000 43-71 CASSIANI RICHARD A 05/23/1991 BP06-246 10/10/2006 3 Renovations 3,000 01/05/2007 0 100 51 Measur+1Visi SL 0 04/01/2003 0 ADJ VALUE AC/SF/UN Nah Infl1 Infl2 ADJ BASE SAF Infl3 Lpi VC CREDIT AMT BP2-281 09/26/2002 3 Renovations 100 2,800 04/01/2003 0 100 15.682 055 1.00 100 1.00 1 1.00 440.000 3.46 NA 1.00 NA 1.10 547.870 Ν D TOTAL 15,682 SF ZONING FRNT ASSESSED CURRENT **PREVIOUS** 497.900 LAND 547,900 Ngh 0055 BUILDING 400.700 402,400 30 Infl1 100% GOOD DETACHED 2,000 2,000 (B) OTHER 0 0 Infl2 OSP (A) USF 0.75 TOTAL 902.300 950,600 QUAL COND DIM/NOTE ΥB UNITS ADJ PRICE RCNLD PHOTO 05/17/2007 TY BMU SHF 1.00 10 0.90 2001 160 14.00 2.000 26 F (C) WDK BLDG COMMENTS BUILDING CD ADJ DESC **MEASURE** RESIDENTIAL MODEL 1.65 CAPE [100%] LIST STYLE QUALITY 1.15 PLUS AVE [100%] REVIEW FRAME 1.00 WOOD FRAME [100%] ELEMENT CD DESCRIPTION ADJ S BAT T DESCRIPTION UNITS YB ADJ PRICE RCN TOTAL RCN YEAR BLT 1987 SIZE ADJ 1.000 500,895 A BMU CONDITION ELEM CD FOUNDATION 4 FLR & WALL 1.00 N BSMT UNFINISHED 95.88 74,790 1,365 DETAIL ADJ 1.617 780 **NET AREA** D 22 AVG/WOOD/VINYL EXT. COVER 1.00 A BAS BAS AREA 780 1987 300.14 234,111 EXTERIOR \$NLA(RCN) \$367 OVERALL 1.000 ROOF SHAPE GABLE A USF 1.00 L UP-STRY FIN 300.14 175,583 585 1987 INTERIOR CAPACITY UNITS ADJ ROOF COVER ASPH/CMP SHIN 1.00 N OPEN SCR PORCH B OSP 128 80.98 10,365 KITCHEN FLOOR COVER 13 WOOD/CARPET/MIX 1.00 C WDK N WOOD DECK **STORIES** 1.00 28 31.11 871 BATHS 1.5 2 DRYWALL 1.00 INT. FINISH ROOMS 1.00 HEAT HEATING/COOL 5 ELECTRIC BB 0.98 **BEDROOMS** 1.00 3 ELECT FUEL SOURCE 3 ELECTRIC 1.00 **FULL BATHS** \$5.175 1/2 BATHS 1.00 0 EFF.YR/AGE 2003 / 20 **FIXTURES** 1.00 COND 20 20 % UNITS 1.00 **FUNC** 0 **ECON** 0 DEPR 20 % GD RCNLD \$400,700

MARTHA'S VILLEYARD LYD'S BANK FEE



Bk: 74 Pg: 51 Dog: DEED 11/15/2013 10:32 AM

OUITCLAIM DEED

I, Richard A. Cassiani, surviving tenant by the entirety, of Oak Bluffs, Dukes County, Massachusetts

for consideration of \$ 1.00 paid-----

grant to Richard A. Cassiani, Trustee of the Richard A. Cassiani Revocable Trust u/d/t dated November 14, 2013, with Trust mailing address of: P.O. Box 2584, Vineyard Haven, Massachusetts 02568

with quitclaim covenants

(Description and encumbrances, if any)

That certain parcel of land situated in Oak Bluffs in the County of Dukes County and Commonwealth of Massachusetts bounded and described as follows:

Being Lot 9, on Land Court Plan #40900-B, filed with Certificate of Title No. 7108, Book 37, Page 85.

The fee in John's Way on the aforesaid plan is excluded.

Together with an appurtenant easement on and over John's Way on said plan for all purposes for which streets and ways are used in the Town of Oak Bluffs, to be exercised in common with the owners of Lots 8 & 7 on the aforesaid plan. The users of John's Way are to share the cost of the maintenance of said way in equal proportions.

Together with an easement to Commonwealth Electric Company dated December 18, 1986 as registered as Document No. 21673.

The above-described land is conveyed subject to and with the benefit of the rights, easements, restrictions, reservations, and rights of way of record insofar as the same are in force and applicable as set forth or referred to in the deed to Richard A. Cassiani in the Dukes County Registry District, Certificate of Title No. 8239, Document No. 28714 dated May 23, 1991, of which reference may also be made for title.

For reference to title see Certificate of Title 10129 filed with Dukes County Registry District of the Land Court in Book 53 Page 321.

See also M.G.L. Chapter 184 § 35 Trustee Certificate and Death Certificate for Barbara E. Cassiani filed herewith.

WITNESS my hand and seal this 14th day of November, 2013

COMMONWEALTH OF MASSACHUSETTS

November 14, 2013 Plymouth, ss. Then personally appeared the above named Richard A. Cassiani, proved to me through satisfactory evidence of identity to be the person whose name is signed on this document, and

acknowledged that he signed it voluntarily for its stated purpose, before me,

RETURN TO: Richard A. Cassiani, Trustee P.O. Box 2584 Vineyard Haven, MA 02568

Notary Public: Jerome H. Fletcher ly comm. expires: 12/26/2019

177 94

TITLE NOT EXAMINED

MASSACHUSETTS QUITCLAIM DEED

PROPERTY ADDRESS: John's Way, Oaks Bluffs Dukes County, MA

I, RICHARD A. CASSIANI, for consideration paid, and in full consideration of less than one hundred dollars

grant to RICHARD A. CASSIANI and BARBARA E. CASSIANI, husband and wife, as tenants by the entirety,

of 10 Jabez Jones Road, Sandwich, Barnstable County, MA 02563 with quitclaim covenants

That certain parcel of land situated in Oak Bluffs in the County of Dukes County and Commonwealth of Massachusetts bounded and described as follows:

Being Lot 9, on Land Court Plan#40900-B, filed with Certificate of Title No. 7108, Book 37, Page 85.

The fee in John's Way on the aforesaid plan is excluded.

Together with an appurtenant easement on and over John's Way on said plan for all purposes for which streets and ways are used in the Town of Oak Bluffs, to be exercised in common with the owners of Lots 8 & 7 on the aforesaid plan. The users of John's Way are to share the cost of the maintenance of said way in equal proportions.

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Witness my hand and seal this 26 day of March , 1998.

The Commonwealth of Massachusetts

Barnstable, ss.

3/26 , 1998

Then personally appeared the above named RICHARD A. CASSIANI, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed before me.

MARTHA'S VINEYARD LAND BANK FEE

RAID.

EXEMPT S C.

Notary Public My commission expirabeth 8: CALLAHAN

NO. DATE CERTIFICATION

My Commission Expire Jan. 7, 2005

Registry Diagram

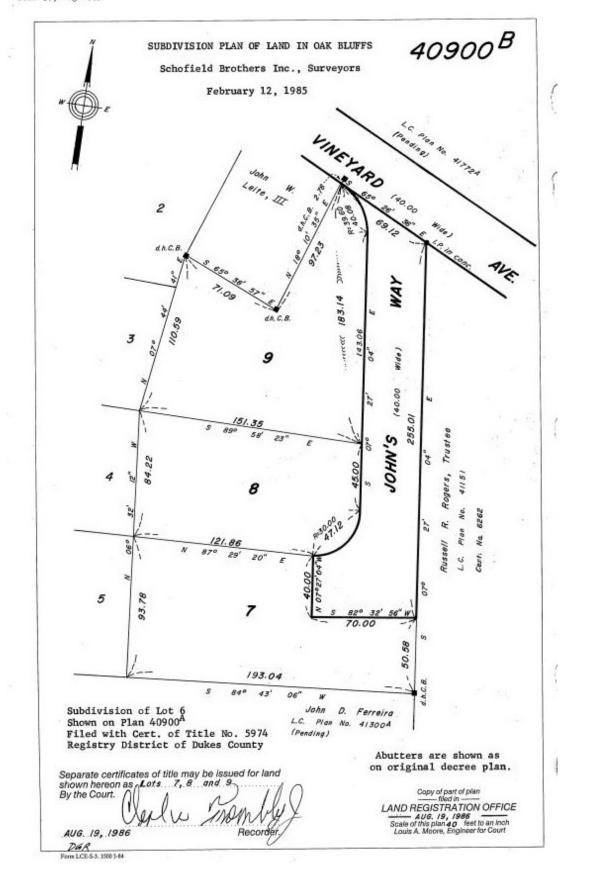
RECEIVED FOR REGISTRATION

Cipul 32, 1996 9, 9/M

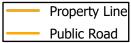
NOTED ON CERTIFICATE NO 10129

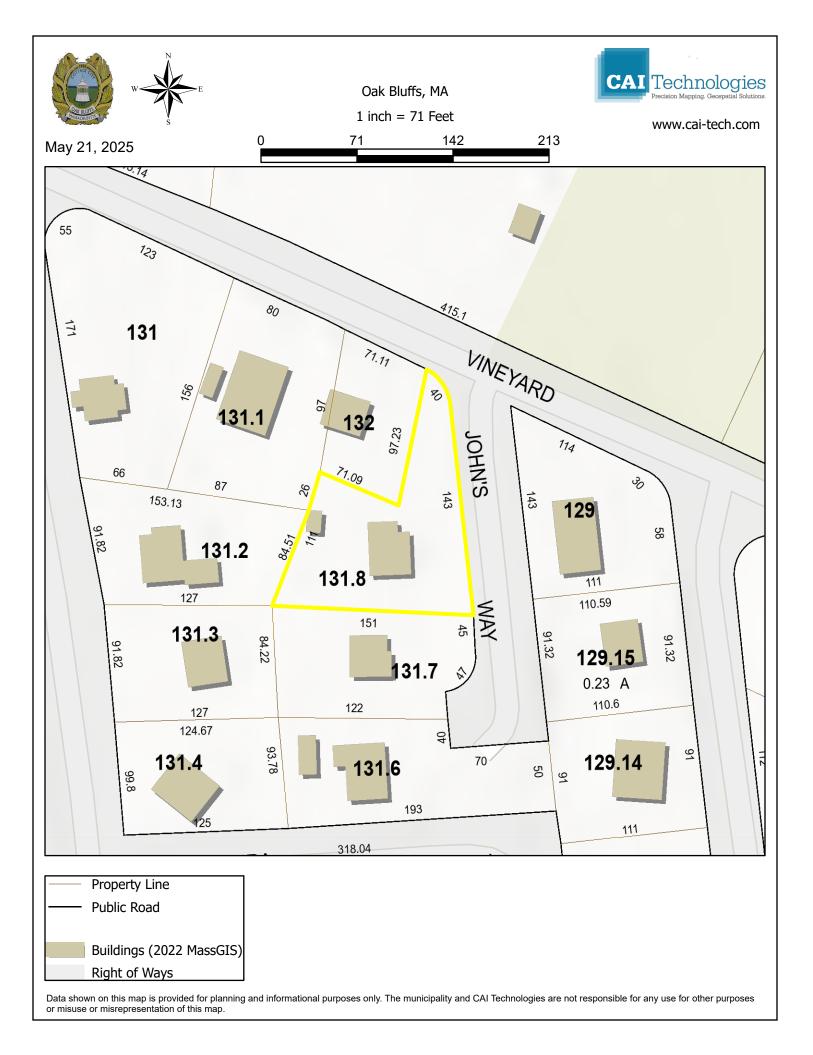
REGISTRATION BK 53 PG 324

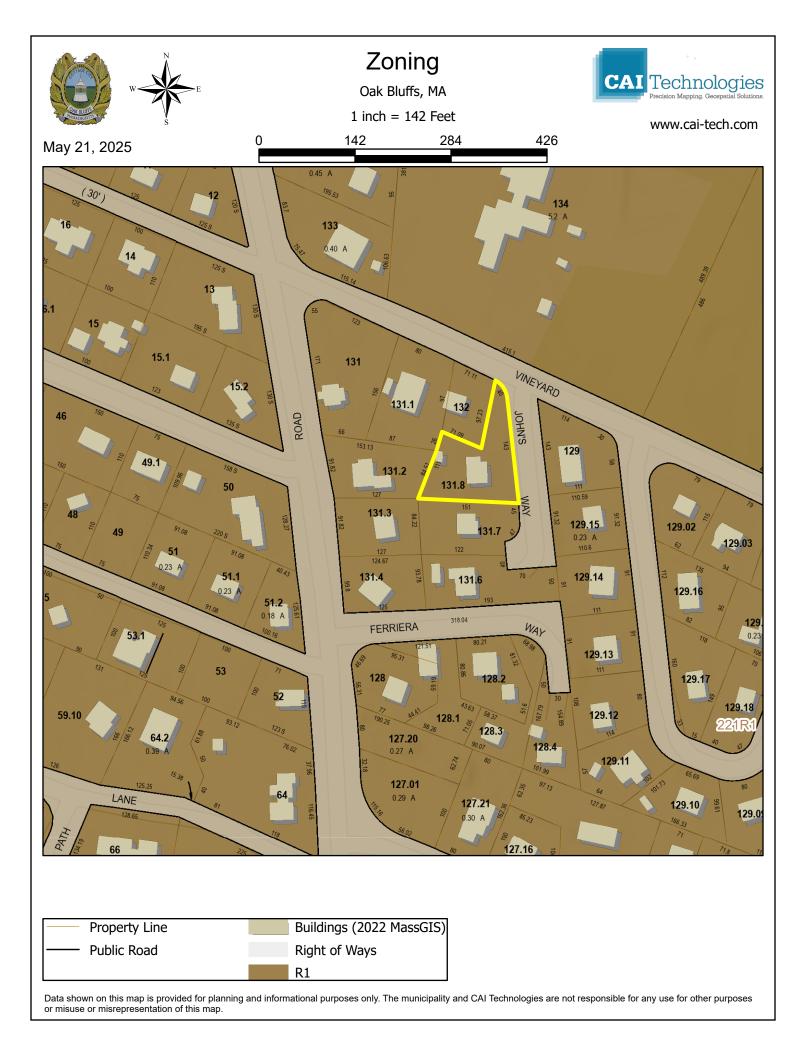
John Way , Out Suff, ma.











1,365± sf 3± BR, 2 BA Home on .36± Acre 5 John's Way, Oak Bluffs (Martha's Vineyard), MA







AUCTION: Wednesday, September 17 at 12pm On-site

Real Estate Tax Assessment:

\$950,600

Site: .36± acre with irrigation, fencing, gravel drive, shed on private way

Gross Building Area: 2,496± sf Gross Living Area: 1,365± sf

Design: 1.75-story Cape built in 1987

with 128 sf± covered porch

Bedrooms: 3±

Baths: 2

1st Floor: 780± sf 1 BR, 1 BA 2nd Floor: 585± sf 2 BR, 1 BA Basement: 780± sf full, unfinished Utilities: Town water, private septic,

electric baseboard heat

Duke's County Reference: Cert 13611, Plan 40900-B (registered)

Parcel ID: 12-131-8

Zoning: R1

Close to Mo's Lunch at the Portuguese-American Club. Near bus at County Rd & Vineyard Ave. 0.8± miles to Eastville Beach. 2± miles to town & OB ferry terminals. 7± miles to MVY Airport.

Property Info, Photos, Broker Reg. & Full Terms at:

JJManning.com 800.521.0111

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













Open House: Friday, September 12 (12-2pm)

Terms of Sale:

10% certified deposit of which \$25,000 in certified or bank check at the auction & remainder by 4pm ET on Friday, September 19, 2025. Balance in 30 days. 10% Buyer's Premium will be added to the high bid & result will be the total purchase price. Other terms, if any, announced at the sale. All information derived from reliable sources believed correct, but not guaranteed. Buyers shall rely entirely on their own judgment and inspection. Announcements from the Auction Block take precedence over any previously printed material or any other oral statements made. JJManning Auctioneers is acting exclusively on behalf of Seller in this transaction.

Pre-auction Offers:

Must be tendered on a signed JJManning approved P&S Agreement & accompanied by a 10% certified deposit in certified or bank check or by confirmed wire transfer in order to be considered.

Buyer's Broker Terms:

Up to 2% Broker Commission offered. Visit www.JJManning.com for mandatory broker pre-registration requirements.

> MA AUC LIC 111 • MA BROKER LIC 5850 Brochure 1847 · Ref 25-2132

PROPERTY INFORMATION 5 JOHN'S WAY, OAK BLUFFS (MARTHA'S VINEYARD), MA

AUCTION

Wednesday, September 17 at 12pm On-site 1,356+/- sf 3+/- BR, 2BA Home on .36+/- Acre

Open House: Friday, September 12 (12-2pm)

Close to Mo's Lunch at the Portuguese-American Club. Near bus at County Rd & Vineyard Ave. 0.8+/- miles to Eastville Beach. 2+/- miles to town & OB ferry terminals. 7+/- miles to MVY Airport.

RE TAX ASSESSMENT: \$950,800 (\$547,900 land, \$400,700 bldg, \$2,000 detached)

PARCEL ID: 12-131-8

ZONING: R1 - Residential

SITE AREA: .36+/- acre (15,682+/- sf) on private way with shared easement access

FRONTAGE: 143+/- ft on John's Way with 40+ ft radius corner ending at Vineyard

Way

LANDSCAPING: Irrigation system, stockade fencing

DRIVEWAY: Gravel

SHED: Detached

GROSS BUILDING AREA: 2,496+/- sf

GROSS LIVING AREA: 1,365+/- sf

YEAR BUILT: 1987

DESIGN: 1.75-story Cape

PORCHES: 128+/- covered side porch, 28+/- sf front entry deck

BEDROOMS: 3 per seller (2 per assessor)

BATHS: 2

FRONTAGE: 143+/- ft on John's Way with 40+ ft radius corner ending at Vineyard

Way

1ST FL: 780+/- sf 1 BR, 1 BA per seller

2ND FL: 585+/- sf 2BR, 1 BA per seller

BASEMENT: 780+/- sf full, unfinished

HEAT: Electric baseboard

FOUNDATION: Concrete, poured assumed

EXTERIOR WALLS: Wood per seller

ROOF: Asphalt shingle

GUTTERS: Yes

WINDOWS: Vinyl, double-hung

WATER: Town

SEWER: Private septic, last pump 11/4/23

FEMA FLOOD ZONE: X, non-hazard (Map 25007C0104J 7/20/2016)

LEGAL REF: Dukes County Cert 13611 74-61

PLAN REF: Dukes County Plan 40900-B (registered land)

Your Preliminary Tax for the fiscal year beginning July 1, 2025 and ending June 30, 2026 on the parcel of real estate described below is as follows:

PROPERTY DESCRIPTION			
5 JOHNS WY			
State Class	1010		
Land Area	0.36 AC		
Parcel ID	0012-0131-0008		
Book/Page	74/51		

Assessed owner as of January 1, 2025:

CASSIANI RICHARD A TR RICHARD A CASSIANI REVOCABLE TRUST 5 JOHNS WAY VINEYARD HAVEN MA 02568-3248

TOWN OF OAK BLUFFS Fiscal Year 2026 Preliminary Real Estate Tax Bill

THE COMMONWEALTH OF MASSACHUSETTS SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Iresurer	/Collector	r
Cheryll	A. Sashin	

Office Hours

Monday - Friday 8:30 AM - 4:00 PM

DO NOT MAIL CASH

Mail Payments To:

Town of Oak Bluffs Treasurer/Collector P.O. Box 55

Medford, MA 02155-0001

Telephone Numbers:

Collector: (508) 693-3554 x209 Assessor: (508) 693-3554 x201

Pay Your Bills Online

www.oakbluffsma.gov

Bill No. 758 \$1,963.40 Real Estate Tax CPA \$51.14 Commercial Tax \$0.00 \$2,014.54 Total Tax Current Payments / Credits \$0.00 \$1,007.27 1st Qtr. Due 8/1/2025 \$1,007.27 2nd Qtr. Due 11/3/2025

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

> Payments made after 06/23/2025 may not be reflected on this bill.





Pay online at www.oakbluffsma.gov or utilize the QR code

2nd Quarter Payment **Return This Portion With Your Payment**

Bill Date	6/30/2025	Bill No.	758	
PROPERTY DESCRIPTION				
5 JOHNS WY				
PARCEL ID 0012-0131-0008				
AMOUNT DUE \$1,007.27				
DATE DUE 11/3/2		/3/2025		

Fiscal Year 2026 Preliminary Real Estate Tax Bill

CASSIANI RICHARD A TR RICHARD A CASSIANI REVOCABLE TRUST 5 JOHNS WAY VINEYARD HAVEN MA 02568-3248

Make Check Payable and Mail To:

TOWN OF OAK BLUFFS P.O. BOX 55 MEDFORD MA 02155-0001

1st Quarter Payment

Return This Portion With Your Payment

PROPERTY DESCRIPTION

5 JOHNS WY

Bill No.

0012-0131-0008

\$1,007.27

8/1/2025

Bill Date 6/30/2025

AMOUNT DUE

PARCEL ID

DATE DUE

25432082026300000758300001007277

COLLECTOR'S COPY TOWN OF OAK BLUFFS

Collector of Taxes P.O. Box 1357 Oak Bluffs, MA 02557-1357



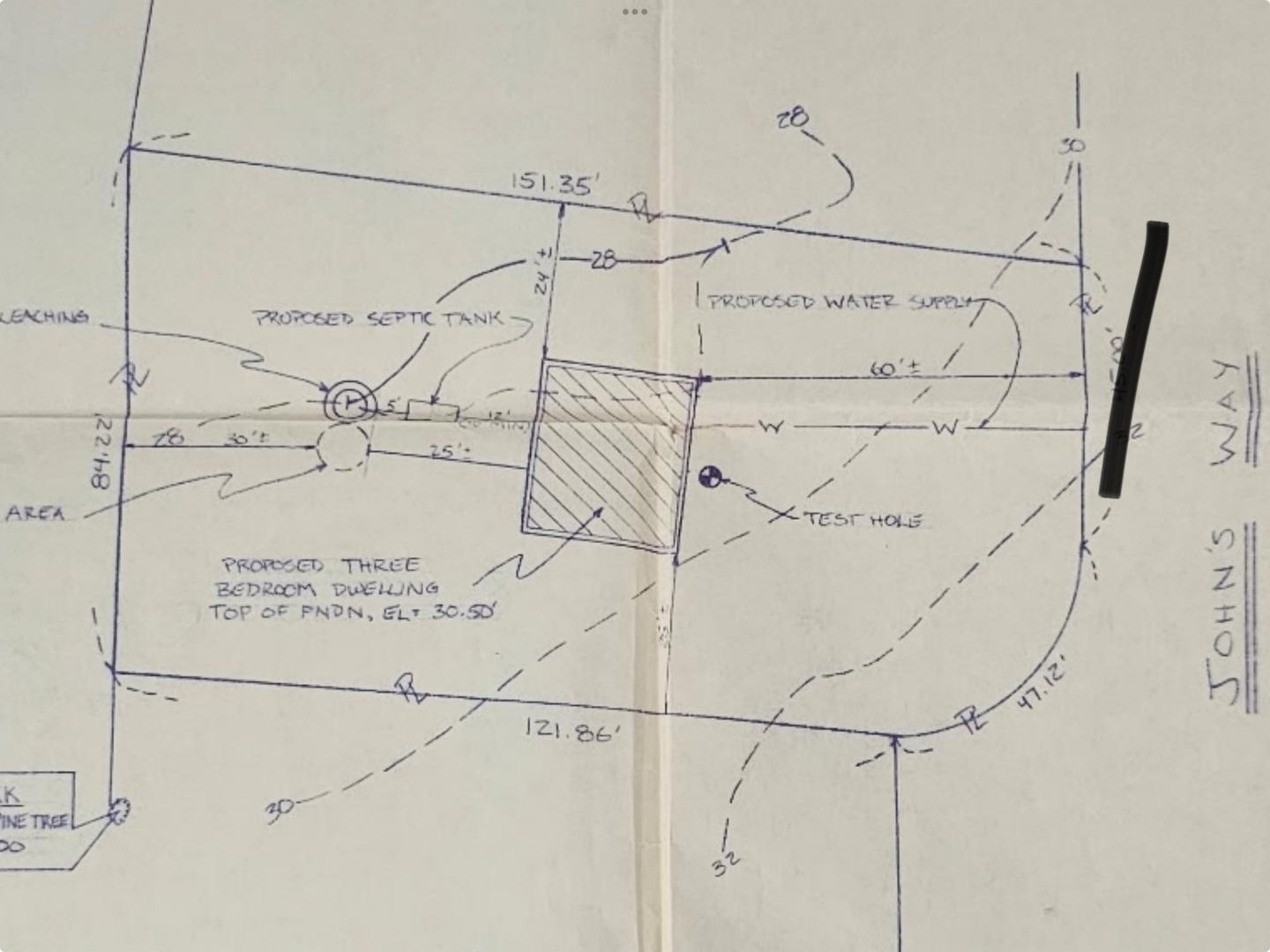
Fiscal Year 2026 Preliminary Real Estate Tax Bill

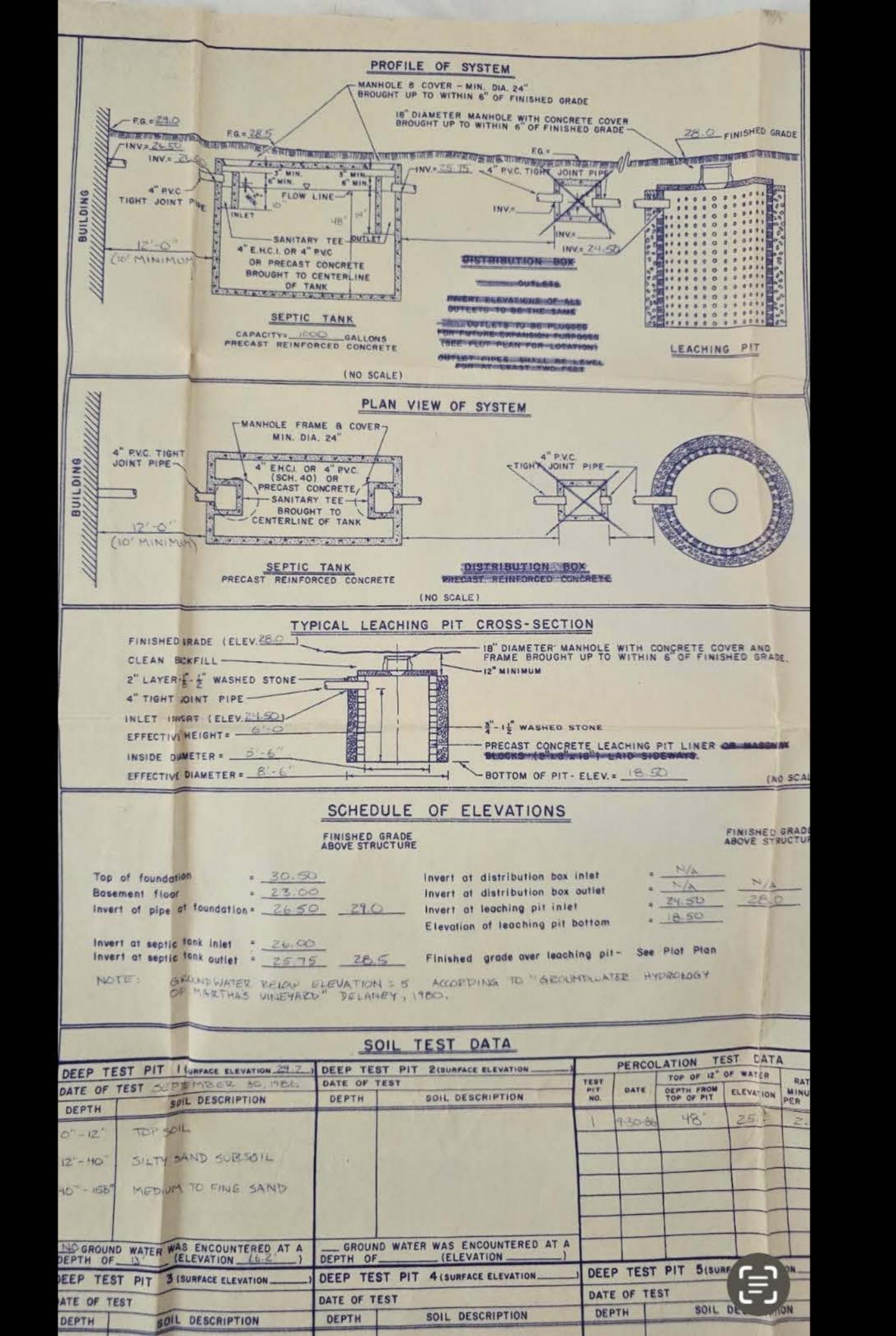
T11 P1 3442

CASSIANI RICHARD A TR RICHARD A CASSIANI REVOCABLE TRUST **5 JOHNS WAY** VINEYARD HAVEN MA 02568-3248 ուկանանորդներիկիկիկիկիկինիիութինիննուներիկիկիկիկի

Make Check Payable and Mail To:

TOWN OF OAK BLUFFS P.O. BOX 55 MEDFORD MA 02155-0001

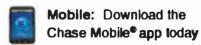












ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description OTHER CREDITS	\$ Amount
PATIVIENTS AND	OTHER CREDITS	
11/22	Payment Thank You - Web	-465.69
PURCHASE		
11/04	MACIEL & SONS INC 508-693-1135 MA	1,290.00
11/22	TMOBILE	
11/30	PHINNEY FUEL CO INC MA	
12/02	APPLE.COM/BILL	

2022 Totals Year-to-Date

Total fees charged in 2022 Total interest charged in 2022

Year-to-date totals do not reflect any fee or interest refunds you may have received.

INTEREST CHARGES

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Balance Type PURCHASES	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charges	
Purchases	Warn C	- 0 -	- 0 -	-
CASH ADVANCES				
Cash Advances BALANCE TRANSFERS		- 0 -	- 0 -	
Balance Transfer		- 0 -	- 0 -	

30 Days in Billing Period

Please see Information About Your Account section for the Calculation of Balance Subject to Interest Rate, Annual Renewal Notice, How to Avoid Interest on Purchases, and other important information, as applicable.

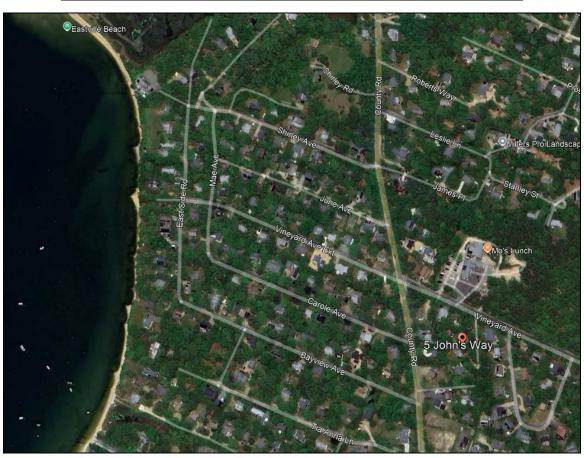
⁽v) = Variable Rate

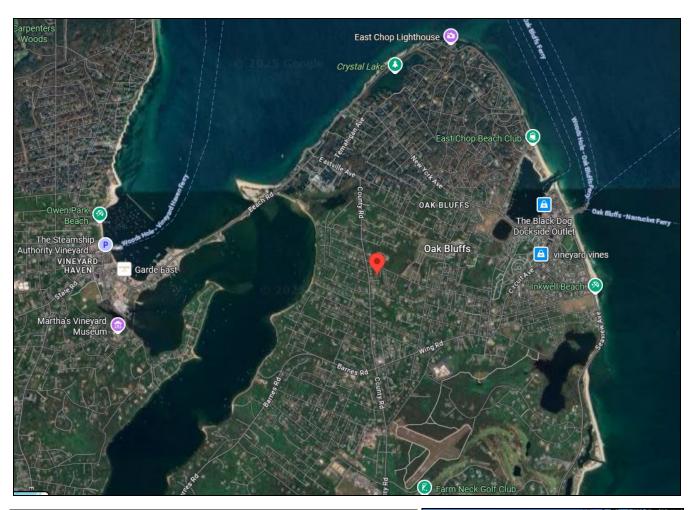
⁽d) = Daily Balance Method (including new transactions)

⁽a) = Average Daily Balance Method (including new transactions)

PHOTO GALLERY 5 JOHN'S WAY, OAK BLUFFS, MA





























Dated Image of Porch Structure



























National Flood Hazard Layer FIRMette



Legend SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT Without Base Flood Elevation (BFE) With BFE or Depth Zone AE, AO, AH, VE, AR SPECIAL FLOOD **HAZARD AREAS** Regulatory Floodway 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 OTHER AREAS OF FLOOD HAZARD Area with Flood Risk due to Levee Zone D NO SCREEN Area of Minimal Flood Hazard Zone X Effective LOMRs OTHER AREAS Area of Undetermined Flood Hazard Zone D - - - Channel, Culvert, or Storm Sewer **GENERAL** STRUCTURES | LILLI Levee, Dike, or Floodwall 20.2 Cross Sections with 1% Annual Chance 17.5 Water Surface Elevation **Coastal Transect** ₩₩ 513 WW Base Flood Elevation Line (BFE) Limit of Study Jurisdiction Boundary -- Coastal Transect Baseline OTHER **Profile Baseline FEATURES** Hydrographic Feature Digital Data Available No Digital Data Available

MAP PANELS

Unmapped

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

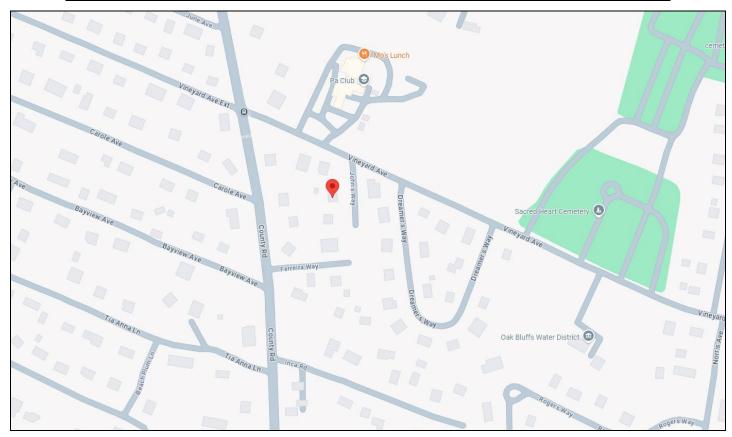
This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

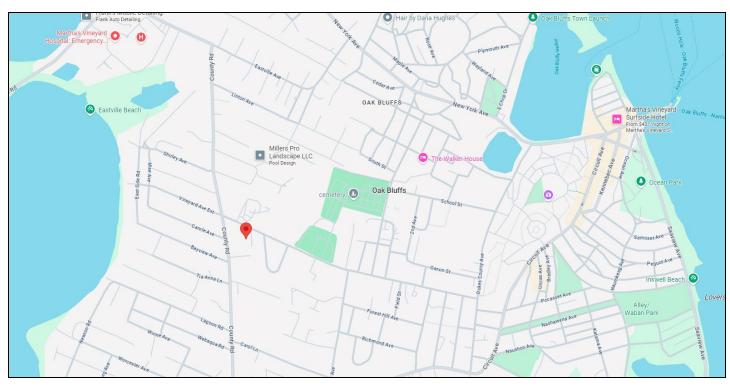
The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 5/27/2025 at 4:49 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by 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.



MAP 5 JOHN'S WAY, OAK BLUFFS (MARTHA'S VINEYARD), 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

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