

# Mortgagee's Foreclosure AUCTION

# 3 BUILDING INDUSTRIAL COMPLEX ON 2.75+/- AC. 1+/- mi. to I-95, Close to Attleboro Commuter Rail 0 & 20 JOHN WILLIAMS ST., ATTLEBORO, MA

Wednesday, November 5 at 2:00 pm On-site

MA Auc. Lic. #111











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

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

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

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

#### TERMS AND CONDITIONS OF SALE

MORTGAGEE: James Lynch

MORTGAGOR: MJR Family Trust

LOCATION: 0 John William Street, Attleboro, MA and

20 John William Street, Attleboro, MA

DATE: November 5, 2025

#### TERMS OF SALE:

1. All the right, title and interest in conveyed by Mortgagor to Mortgagee in that certain "Mortgage" recorded in the Bristol North County Registry of Deeds in Book 26846 Page 132 will be sold, subject to the terms and conditions in the published Notice of Sale, a copy of which is attached hereto, and those hereinafter set forth. The terms and conditions herein shall be collectively referred to as the "Agreement".

- 2. The right, title, and interest conveyed to the Mortgagee in the Mortgage and sold under these terms is hereinafter referred to as the "Property". The Properties are commonly known as 0 John William Street, Attleboro, MA and 20 John William Street, Attleboro, MA, and consists of the land and buildings described in the legal description attached to the Mortgage.
- 3. A deposit of **10% of the Purchase Price** (as defined in Paragraph 6 below) (the "Deposit") in certified check or bank check shall be paid within two business days to the Auctioneer or Counsel for Mortgagee, with Ten Thousand (\$10,000) of the Deposit (the "Initial Deposit") immediately payable by certified check or bank check to the Auctioneer. The payment of the Initial Deposit shall be payable by any bidder who submits the winning bid.

- 4. If a bidder who appears to have submitted the winning bid does not, at the conclusion of the auction, pay the Initial Deposit, the Property may, at the discretion of the Auctioneer, be immediately re-auctioned, upon these terms and conditions, or offered to the next highest bidder or subsequent high bidder(s) without further notice. In such an event, said defaulting bidder is not released from any claims the Mortgagee might have against said defaulting bidder, including, but not limited to said bidder's failure to tender the entire Deposit, or for economic damages in the form of the Mortgagee's forced acceptance of a lower Purchase Price on account of said bidder's default.
- 5. Upon submission of the Initial Deposit, the winning bidder shall become known as the "Purchaser" under this Agreement.
- 6. The winning bid is subject to an auctioneer's fee of 3% in the form of a buyer's premium payable at closing. The winning bid and the 3% premium constitute the "Purchase Price."
- 7. The balance of the Purchase Price shall be paid in cash or by certified or bank check payable to the Mortgagee in or within thirty (30) days from the date of the auction.

  Mortgagee may elect to extend the closing date for an additional thirty (30) days in its sole discretion.
- 8. At the time of the closing described in Paragraph 7, a Foreclosure Deed, in the usual form, without covenants or warranties, will be delivered to the Purchaser on receipt of the full balance of the Purchase Price.
- 9. If the Purchaser fails to tender the balance of the Deposit, or the Purchase Price at the times and places above provided, the Purchaser shall be in breach of this Agreement and the Mortgagee, at its option, may take any action it deems suitable to dispose of the Property, including, but limited to, offering the Property to the next highest bidder or

subsequent high bidder(s) at the original sale which is ready, willing, and able to comply with this Agreement, without notice to the Purchaser and without previously tendering a deed to the Purchaser.

- 10. Any action taken by Mortgagee in response to a breach of this Agreement by the Purchaser shall not, however, release the Purchaser from liability for breach of contract. In case of such default, Mortgagee shall have the right, whether or not the Property is resold, to retain the Deposit, or any portion thereof, either as liquidated damages, or as security for the payment by the Purchaser of additional damages to which the Mortgagee may be entitled by reason of Purchaser's default, as the Mortgagee may elect, without prejudice to any right to other or further damage or to pursue any remedy, legal or equitable, which shall accrue by reason of such default.
- 11. The risk of loss shall pass to the Purchaser upon payment of the Initial Deposit and, therefore, it is the Purchaser's obligation to produce fire and casualty insurance on the Property effective as of the time of the acceptance of the Initial Deposit. In the event of loss or damage to the Property by fire or other casualty between the time of sale and the tender of the deed, the Purchaser shall remain obligated to pay the full balance of the Purchase Price.
- 12. This sale is made without representations, warranties, or guaranties in regard to the title or any liens, encumbrances, attachments, levies, mortgages, easements, rights of way, occupancies, leases or other defects concerning said title.
- 13. This sale is subject to any and all restrictions, easements and existing encumbrances of record prior to the Mortgage, if any there be, insofar as the same are still in force and

applicable to the premises, and to all taxes, tax liens, municipal betterments and

assessments, if any.

14. The Purchaser shall be responsible for the documentary deed stamps which are required

to be affixed to the deed.

15. The Property is sold AS IS. The sale is made without representations, warranties or

guaranties concerning the condition of the Property. The Purchaser has not relied upon

any purported representations by Auctioneer or Mortgagee of any sort whatsoever

concerning the Property. Any personal property remaining on the Property is the

responsibility of the successful bidder.

16. The Purchaser shall assume responsibility for and costs relating to compliance with Title

5 of the State Environmental Code, state and city requirements regarding smoke detection

equipment, and lead paint regulations, all as applicable. Mortgagee makes no warranties

or representations regarding the property's current compliance with any state or local

regulations or laws.

17. Should Mortgagee elect not to convey the Property in its sole discretion, Purchaser's sole

remedy under this Agreement shall be the return of any Deposit it has paid at the time of

Mortgagee's election.

18. Time is of the essence with respect to the closing provided herein.

AUCTIONEER

ATTLEBORO, MASSACHUSETTS

November 5, 2025

In consideration of the accept	ance of my bid	by JJ Manning, Aucti	oneer, I hereby agree to
pay the sum of (		Dollars) (\$	00), which is my
winning bid of	_ Dollars (\$	00) plus a l	ouyer's premium of 3%,
which is Dollars (\$_	0	0) for the real estate d	escribed in the attached
Notice of Sale, purchased by me this	6 <sup>th</sup> day of Nov	ember, 2025 at Public	Auction, of which sum
I agree to pay to Auctioneer or Mortg	gagee 10% as a	Deposit within the ne	xt two business days, of
which Deposit Ten Thousand Dollar	rs (\$10,000.00)	. I have paid this day	; and I agree to comply
with the terms and conditions of sale	set forth above	e and in the notice of s	ale.
		PURCHASER:	
		COUNSEL FOR MORTGAGEE:	
IN THE PRESENCE OF:			
IN THE TRESENCE OF.			
Purchaser Information:			
Name:			

Address:
Email:
Phone:
Title will vest in:

#### MORTGAGEE'S SALE OF REAL ESTATE

0 & 20 John William St. Aka 0 & 20 John Williams St. Attleboro, MA 02703

By virtue and in execution of the Power of Sale contained in a certain Mortgage Deed & Assignment of Leases and Rents given by John Davis, Trustee of The MJR Family Trust dated March 22, 2021 to James Lynch dated March 22, 2021 and recorded with the Bristol County North Registry of Deeds, Book 26846, Page 132 of which mortgage the undersigned is the present holder, for breach of the conditions of said mortgage and for the purpose of foreclosing the same will be sold at Public Auction at November 5, 2025 at 2:00 p.m., on the mortgaged premises at 0 & 20 John William, aka 0 & 20 John Williams Street, Attleboro, Massachusetts, being AP 33 Lots 222-221A-221C-221D, hereinafter described all and singular the premises described in said mortgage,

To wit:

#### 20 William Street:

The land in Attleboro on the southeasterly side of John William Street bounded and described as follows:

Beginning at a point in the southeasterly line of said John William Street, which point is 42.60 ft. southwesterly from a stone bound marking the angle in the southeasterly line of John William Street (this angle point marked by a granite bound is 288.98 ft. westerly from the westerly line of Summer Street); thence by an interior angle of 69°52' in a general southeasterly direction by the westerly line of land of Leavens Manufacturing Co. Inc., 641.37 ft. to land of the New York, New Haven & Hartford Railroad; thence by an interior angle 94°05' in a general southwesterly direction by land of said Railroad 200.51 ft. to and for a corner; thence by an interior angle of 85°55' in a general northwesterly direction, parallel to the westerly line of said Leavens Manufacturing Co. Inc., and by remaining land of the granter, 582.32 ft. to the southeasterly line of said John William Street; thence by an interior angle of said John William Street 213.02 ft. to the point of beginning.

#### 0 William Street:

The land in said Attleboro, with the buildings and improvements thereon, situate on the northerly side of a way as appearing on a plan entitled, "Plan of Land in Attleboro - Mass. Owned by Chagnon- Parker & Reeves. August 1963. James A. Foley, Sur." The said plan is duly recorded in Bristol County North District Registry of Deeds Plan Book 89, Page 69.

Being parcels #2 and #3 on said plan and being further bounded and described as follows:

WESTERLY by parcel 1 on said plan, 184.04 feet;

NORTHERLY by land of Guyot Bros. Co., Inc., 277.98 feet; EASTERLY by parcel #4 on said plan, 88.72 feet; and

SOUTHERLY by the said way 260 feet.

PROPERTY ADDRESS:

(FOR REFERENCE PURPOSES ONLY)

20 John William Street and 0 John William Street Attleboro, MA

AP 33 Lots 222-221A-221C-221D

For title, see deed recorded herewith.

Said premises will be sold subject to any and all restrictions, easements, and existing

encumbrances of record prior to the mortgage, if any there be, insofar as the same are still in force

and applicable to the premises, and to all taxes, tax liens, municipal betterments and assessments,

if any.

Terms of Sale:

Ten Thousand Dollars (\$10,000) initial deposit in certified check, or bank check is

required to bid at time and place of sale with an additional Ten Percent (10%) deposit due within

two business days of the sale. The balance of the purchase price shall be paid in or within thirty

(30) days from the date of sale. A mortgagee's deed in the usual form, without covenants or

warranty, will be delivered on receipt of the full balance of the purchase price. The successful

bidder shall be required to sign a Memorandum of Terms of Sale containing the above terms at

the auction sale. In the event of error in this publication, the description of the premises contained

in said mortgage shall control.

Other terms to be announced at the sale.

By the Attorney for the Holder of the Mortgage

/s/ Patrick J. McDonald

Patrick J. McDonald Hinshaw & Culbertson LLP

Dated: October 2, 2025

(Publish: <u>The Sun Chronicle</u> October 14, 21, and 28, 2025)

# INDUSTRIAL COMPLEX ON 3.56± ACRES

0 & 20 John Williams St, Attleboro, MA 26,400± sf Comprised of 3 Buildings



# **AUCTION:** Wednesday, November 5 at 2pm On-site

Conveniently located between Routes 123 & 152. Within 1± mile of the MBTA Commuter Rail & I-95 providing easy access to I-295 to the west.

**Site**: 3.56± acres comprised of 4 Assessor's parcels, primarily paved in front & abutting railroad tracks at back

Frontage: 213± ft
Zoning: I – Industrial

Note: John Williams St formerly known

as John William St

Plan Ref: Bristol N County 330/31 Parcel IDs: AP 33 Lots 222, 221A,

221C, 221D

#### Improvements

(± sf Based on Prior Listing)

2 partially attached masonry industrial buildings built circa 1960 on slab:

- 14,000± sf 1-story with (2) drive-in doors
- 10,000± sf 2-story with office area
- 2,400± sf detached 1-story clear span metal industrial building with (1) drive-in

door



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







#### Terms of Sale:

10% certified deposit of which \$10,000 in certified or bank check at this Mortgagee's Foreclosure Auction & remainder of 10% due within 2 business days. 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

MA Auc Lic 111

Brochure 1857 • Ref 25-2165

# Property Card: 0 JOHN WILLIAM ST

City of Attleboro, MA



#### **Parcel Information**

Parcel ID: M\_217303\_853774 Vision ID: 3662

Owner: MJR FAMILY TRUST

Co-Owner: DAVIS, JOHN TRUSTEE

Mailing Address: 20 JOHN WILLIAMS ST

ATTLEBORO, MA 02703

Map: 33

Lot: 221-C Unit:

Use Description: IND LD PO MDL-00

Zone: |

Land Area in Acres: 0.81

Sale History Assessed Value

Book/Page: 26846/0130 Land: \$168,800 Sale Date: 3/22/2021 Buildings: \$0

Sale Price: \$550,000 Extra Bldg Features: \$0
Outbuildings: \$0

Total: \$168,800

Building Details: Building # 1

NO PHOTO

AVAILABLE

Model: Vacant Int Wall Desc 1: iving Area: 0 Int Wall Desc 2:

Living Area: 0 Int Wall Desc 2:
Year Built: 0 Ext Wall Desc 1:
Style: Ext Wall Desc 2:
Stories: Roof Cover:

Occupancy: Roof Structure:
No. Total Rooms: Heat Type:
No. Bedrooms: Heat Fuel:

No. Baths: A/C Type: No. Half Baths:

## Property Card: 20 JOHN WILLIAM ST

City of Attleboro, MA



#### **Parcel Information**

Parcel ID: M\_217326\_853802 Vision ID: 3660

Vision ID: 3660 Lot: 221-A
Owner: MJR FAMILY TRUST Unit:

Co-Owner: DAVIS, JOHN TRUSTEE

Use Description: FACTORY MDL-96

Mailing Address: 20 JOHN WILLIAMS ST

Zone: I

Land Area in Acres: 2.75

ATTLEBORO, MA 02703

Sale History Assessed Value

 Book/Page: 26846/0130
 Land: \$382,800

 Sale Date: 3/22/2021
 Buildings: \$630,900

 Sale Price: \$550,000
 Extra Bldg Features: \$11,000

Outbuildings: \$1,1000

Total: \$1,101,500

Building Details: Building # 1

Model: Ind or Comm Int Wall Desc 1: Minim/Masonry

Living Area: 19636 Int Wall Desc 2:

Year Built: 1960 Ext Wall Desc 1: Concr/Cinder

**Map:** 33

Style: Lt Industrial Ext Wall Desc 2:

Stories: 1 Roof Cover: Rubber
Occupancy: 1 Roof Structure: Flat
No. Total Rooms: Heat Type: Steam
No. Bedrooms: Heat Fuel: Oil

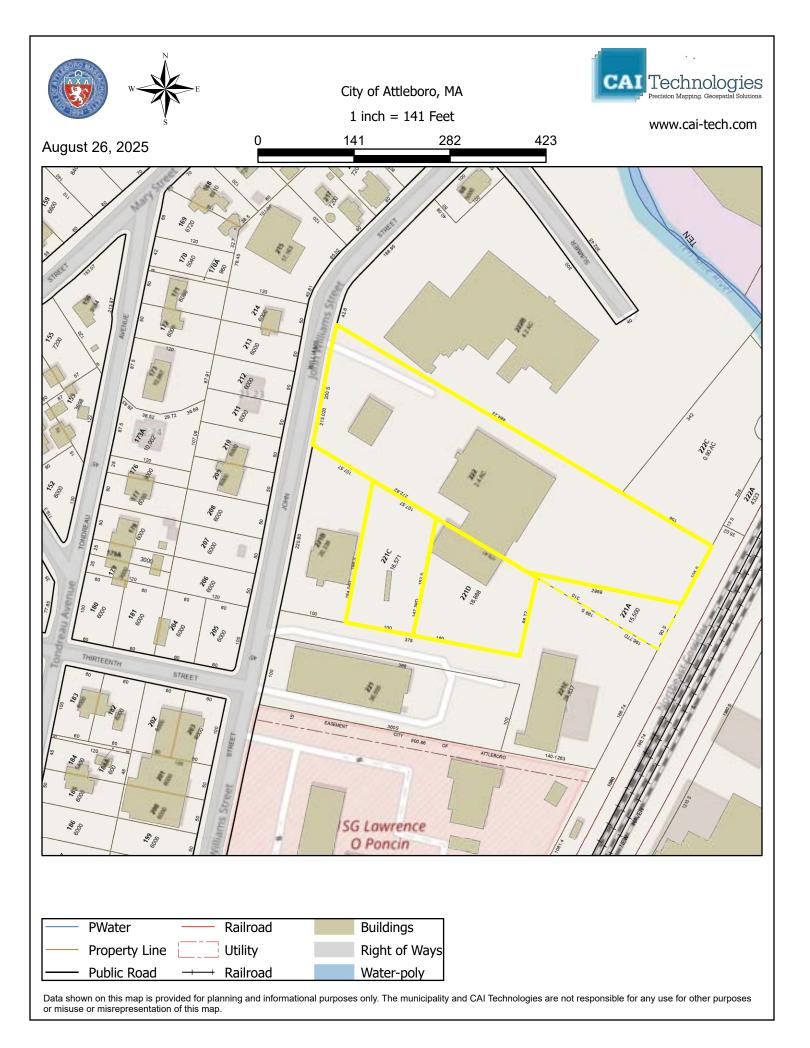
No. Baths:

No. Half Baths:

A/C Type: None

NO PHOTO AVAILABLE

CAI Technologies







### City of Attleboro, MA 1 inch = 141 Feet

141



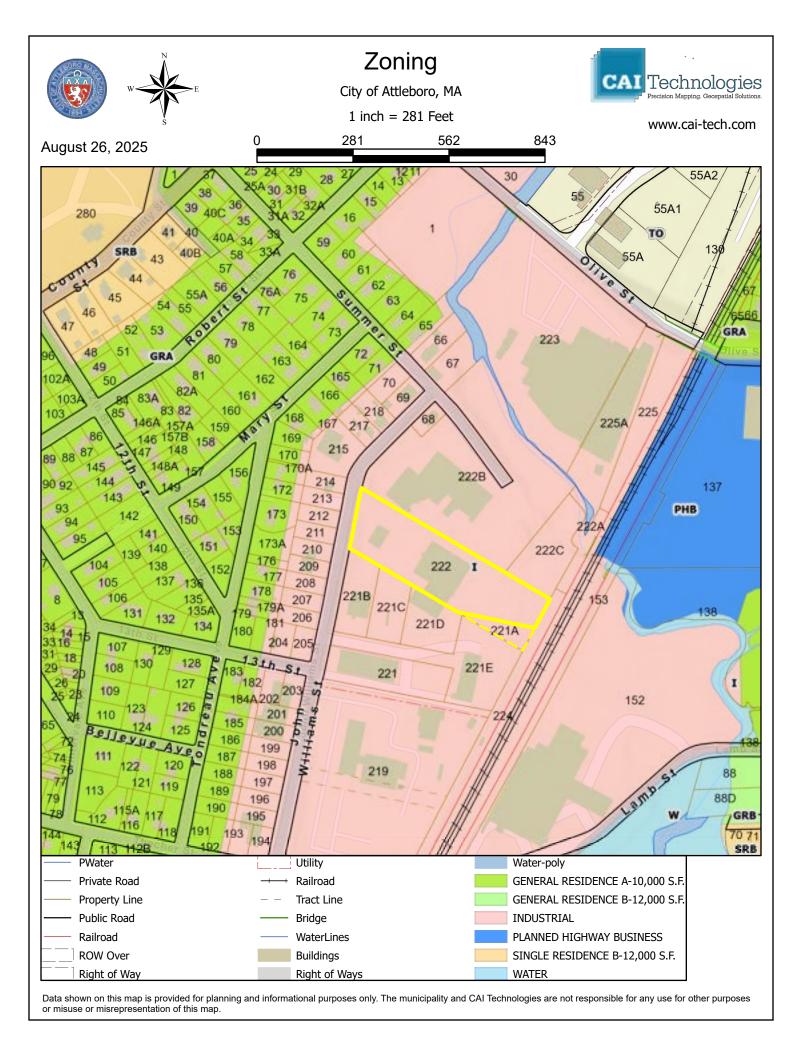
423

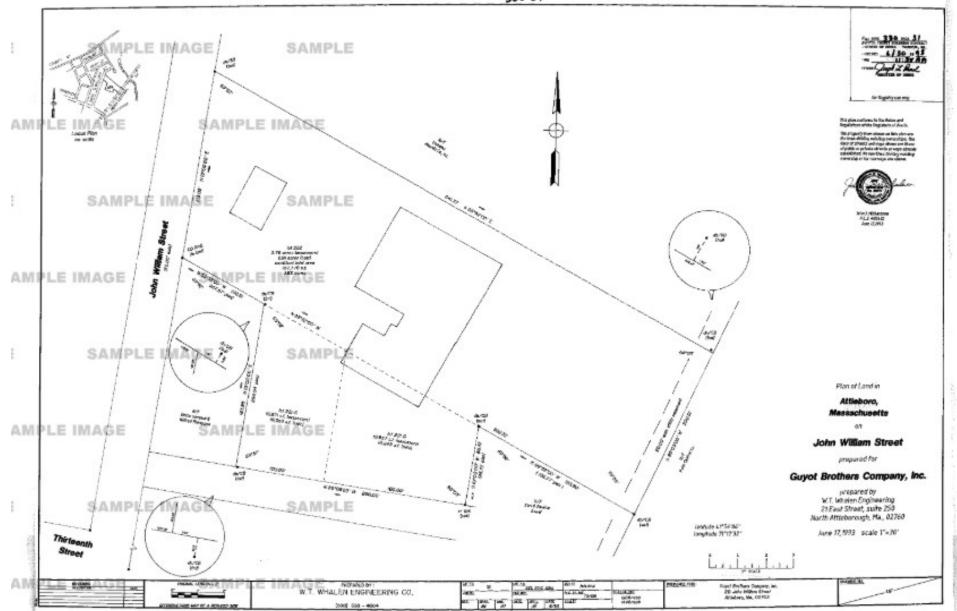
www.cai-tech.com

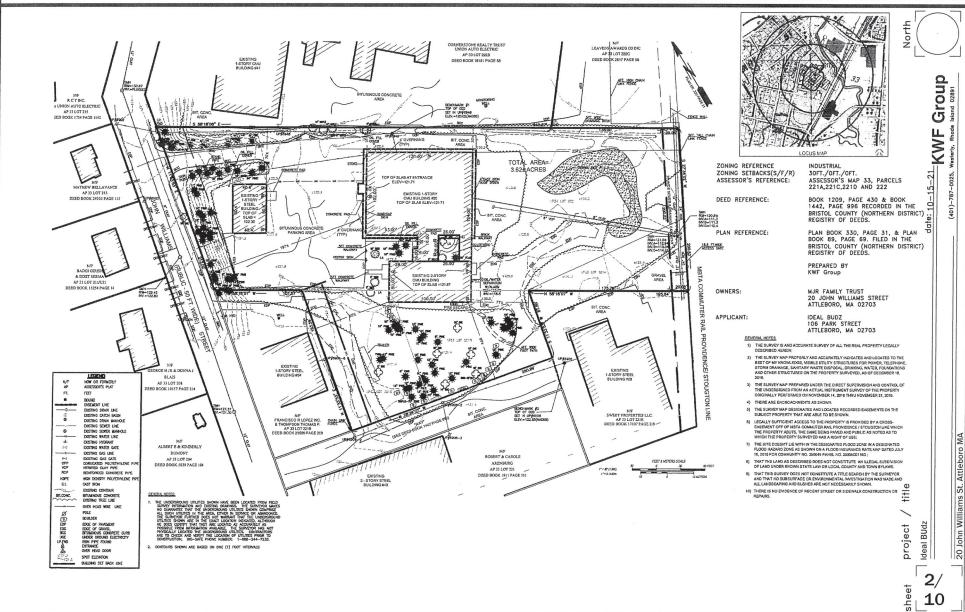
August 26, 2025

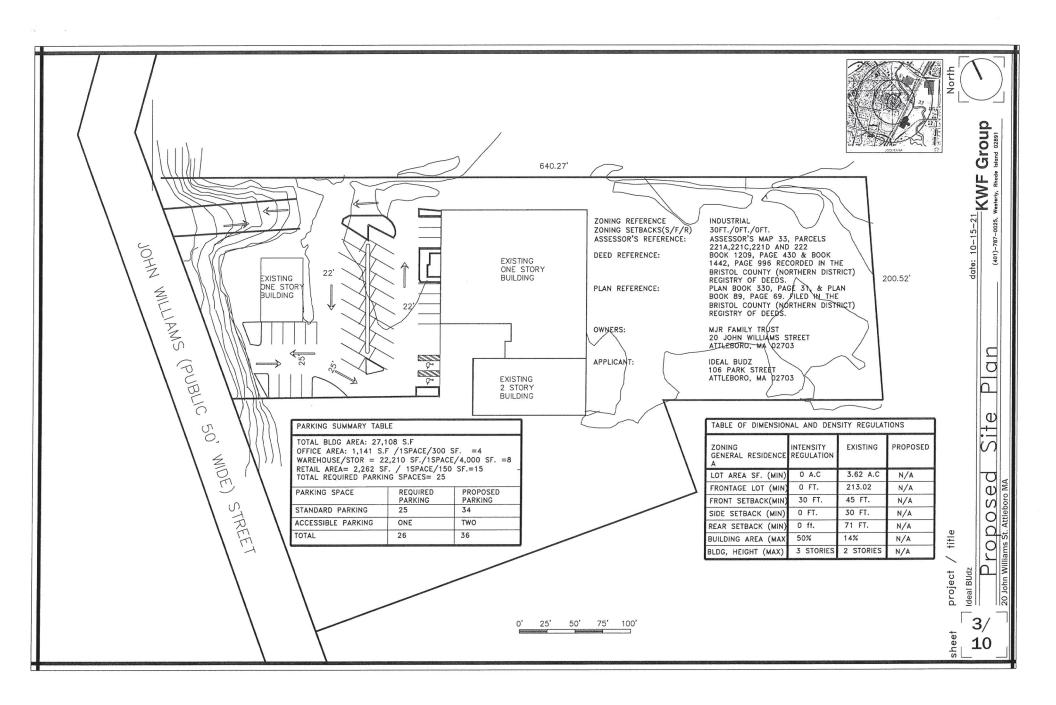


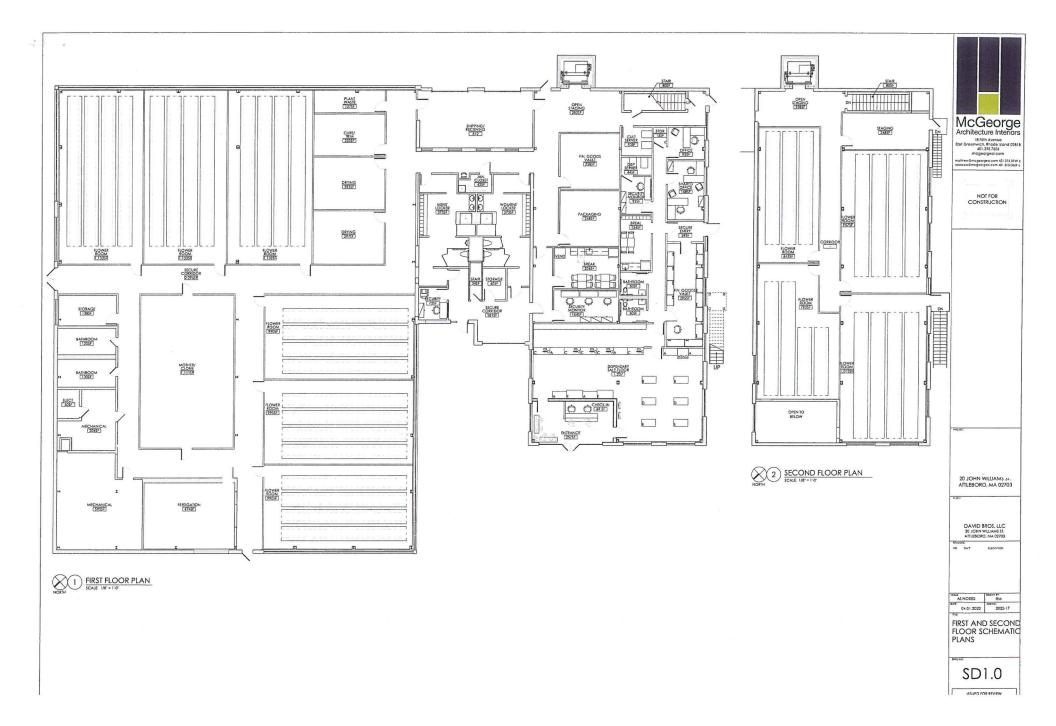
PWater Railroad Bridge
Property Line Utility Water-poly
Public Road Railroad

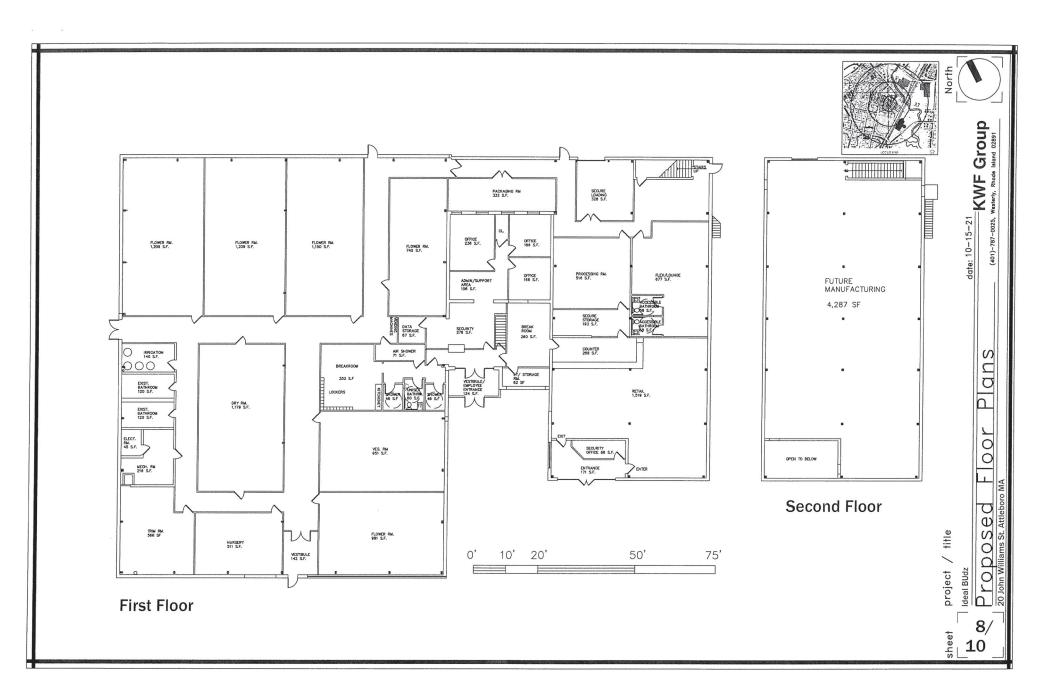














# THANK YOU FOR REVIEWING THE ENTIRE PROPERTY INFORMATION PACKAGE. WE LOOK FORWARD TO SEEING YOU AT THE AUCTION. IF YOU HAVE ANY QUESTIONS PLEASE DON'T HESITATE TO CONTACT US.



Justin Manning, CAI, AARE President Phone: 800-521-0111

Fax: 508-362-1073

JJManning.com

auctions@JJManning.com

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