

JJ Manning

— AUCTIONEERS

PROPERTY INFORMATION PACKAGE #26-2179

Mortgagee's Foreclosure AUCTION

4,205+/- SF 3-FAMILY HOME ON .15+/- AC.

9 KENDALL ST., METHUEN, MA

Wednesday, March 25 at 11:00 am On-site

Postponed from 1/29

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 FORECLOSURE SALE

1. This Agreement (the "Agreement") dated this 25th day of March, 2026 is by and between Lowell Five Cent Savings Bank (the "SELLER"), holder of a certain Mortgage given by Celest Investments LLC (the "Mortgagor") to Lowell Five Cent Savings Bank, recorded with the Essex North Registry of Deeds (the "Registry") at Book 17840, Page 340, (the "Mortgage"), and _____, with an address of _____ (the "BUYER").

2. The BUYER hereby acknowledges that it has this day purchased at public auction conducted by J.J. Manning Auctioneers, upon the terms and conditions hereinafter set forth and set forth in the published notice of MORTGAGEE'S SALE OF REAL ESTATE, attached hereto as Exhibit "A" (the "Notice"), the interest of the SELLER in certain real property known as 9 Kendall Street, Methuen, Massachusetts, as more particularly described in the Notice (the "Premises").

3. The Premises shall be conveyed by a foreclosure deed running to the BUYER and shall be sold subject to matters referred to therein and subject to and with the benefit, inter alia, of all restrictions, easements, improvements, outstanding tax titles, municipal or other public taxes, assessments, liens or claims in the nature of liens, rights of redemption, rights of parties in possession and any existing encumbrances of record created prior to the Mortgage Documents or to which the Mortgage Documents have of record been subordinated.

4. Each party shall pay the costs of its own counsel or other professionals hired by it. In addition, the BUYER shall be responsible for all costs of recording, documentary stamps, title examination, title insurance, and closing, as well as any real estate broker's commissions which may be due in connection with the conveyance of the Premises.

5. The BUYER has this day agreed to purchase the Premises for the sum of _____ (\$ _____) DOLLARS (the "Purchase Price") of which \$25,000.00 has been paid this day as a non-refundable earnest money deposit, held at the option of the SELLER as liquidated damages for any default by the BUYER. The Buyer shall remit by federal wire transfer to Seller's counsel an additional non-refundable deposit in the amount of \$ _____ on or before **April 1, 2026**. On or before April 24, 2026 (the "Closing Date"), the BUYER shall pay to the SELLER the balance of the Purchase Price by wire transfer of immediately available federal funds. The foreclosure deed and the consideration paid by the BUYER shall be delivered by the SELLER to the offices of Hackett Feinberg, P.C., 155 Federal Street, 9th Floor, Boston, Massachusetts 02110 on or before the date as set forth above.

6. It is hereby agreed that time is of the essence of this Agreement.

7. The acceptance of a deed by the BUYER shall be deemed to be the full performance and discharge of the SELLER's obligations hereunder.

8. If the SELLER is unable to give title or to make conveyance as above stipulated or to deliver possession of the Premises in their current "As Is" condition, reasonable use and wear

thereof and rights of persons in possession specifically excepted, upon notice to the BUYER, the SELLER may extend the time for performance hereunder for a period of thirty (30) days from the date of notice to the BUYER to make conveyance and to deliver possession of the Premises as stipulated herein. If the SELLER does not extend the time for performance hereunder or is unable to make conveyance and to deliver possession of the Premises as herein stipulated within said extended period, the deposit made under this Agreement together with any interest accrued thereon shall be refunded and all obligations of either party hereto shall cease. The BUYER may elect, at either the original or extended time for performance, to pay the Purchase Price without deduction for defects in title or change in condition of the Premises, and the SELLER will convey such title as the SELLER has to the Premises in their then condition and, in case of casualty covered by insurance, shall at the time pay over and assign to the BUYER all sums recovered or recoverable by the SELLER under said insurance, provided that the BUYER shall not receive an amount greater than the Purchase Price, and except that the SELLER shall be entitled to receive and retain therefrom an amount equal to any sum expended by the SELLER toward repairing the damage resulting from such casualty. In the event the insurance proceeds exceed the Purchase Price, the SELLER shall be entitled to retain such excess amounts.

9. The BUYER acknowledges that the Premises are being sold in an “As Is” and “Where Is” condition. The BUYER also acknowledges that the BUYER 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 or fitness for any particular purpose.

10. The BUYER acknowledges that the SELLER shall not be required under this Agreement to certify as to the installation of approved smoke detectors pursuant to M.G.L. c. 148, s. 26F on the Premises and shall not be required to deliver at the closing any certificates regarding smoke detectors.

11. The Premises will also be sold subject to all leases and tenancies or rights of parties in possession as of the date hereof, to rights or claims in personal property installed by tenants or former tenants now located on the Premises, and to laws and ordinances including, but not limited to, all building and zoning laws and ordinances.

12. No adjustment shall be made for real estate taxes or payments due in lieu thereof, assessments, or other municipal charges, rental payments, last month's rents, security deposits, liens or claims in the nature of liens, as the successful bidder shall take the property subject to all taxes, charges, assessments and liens due up to the date of delivery and recording of the foreclosure deed. The successful bidder shall not be entitled to any rental payments received by the SELLER from the Premises prior to the delivery of the full Purchase Price by the BUYER.

13. In the event the SELLER cannot perform as herein stipulated, the SELLER shall have no liability to the BUYER other than for the return of the Deposit tendered hereunder. Under no circumstances shall the SELLER be liable for incidental, consequential, direct, indirect or exemplary damages, and return of the Deposit shall be the BUYER's exclusive remedy.

14. All deposits made hereunder shall be held by Hackett Feinberg P.C., subject to the terms of this Agreement.

15. If the BUYER defaults under this Agreement, the SELLER, at its option, and notwithstanding any terms set forth in the Notice, may elect to (a) sell the Premises by foreclosure deed to the other qualified bidders, in descending order beginning with the next highest bidder; or (b) assume the BUYER's bid for the Premises. Upon the SELLER's election to assume the BUYER's bid, the BUYER's bid shall be automatically assigned to the SELLER or to its assignee, and the SELLER or its assignee shall accept title to the Premises.

16. This Agreement is executed in triplicate and is to be construed as a Massachusetts contract, to take effect as a sealed instrument, and sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified, or amended only by a written instrument executed by the SELLER and the BUYER. If two or more persons are named herein as the BUYER, their obligations hereunder shall be joint and several.

WITNESS:

WITNESS:

WITNESS:

Time:

SELLER:

LOWELL FIVE CENTS SAVINGS BANK

By: _____

BUYER:

BUYER:

EXHIBIT "A"

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in that certain Commercial Real Estate Mortgage dated September 25, 2023 (the "Mortgage") given by Celest Investments LLC (the "Mortgagor") to Lowell Five Cents Savings Bank (the "Mortgagee") and recorded with the Essex North County Registry of Deeds ("Registry") in Book 17840, Page 340 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 11:00 AM on the 29th day of January, 2026 at 9 Kendall Street, Methuen, Massachusetts, being more particularly in said mortgage, to wit:

A certain tract of land, with all the buildings thereon, situated in said Methuen and being part of Lot I as shown upon a plan numbered 1 of lots in Lawrence and Methuen, Massachusetts, owned by Guy W. Currier, dated July 1, 1897, and recorded with the North District of Essex Registry of Deeds, and being Plan numbered 0215 and being the lots, 5 with changed street lines, shown as lots numbered 184 and 185 on plan of lands of J. M. Currier, recorded with said Registry and being plan numbered 0137 and bounded and described as follows:

NORTHEASTERLY: ninety-nine (99) feet, more or less, by Boylston Street,

SOUTHEASTERLY: one hundred twelve and 32/100 (112.32) feet more or less, by the remainder of Lot I, said remainder being the land conveyed by Hattie Wieland Schubert to Joseph L. Musumeci et ux by deed recorded with the North District of Essex Registry of Deeds, Book 685, Page 65,

SOUTHWESTERLY: thirty-five and 5/10 (35.5) feet, more or less, by lot numbered 136 on said plans; and

NORTHWESTERLY: one hundred eleven 9/10 (111.9) feet, more or less, by Kendall Street.

For Mortgagor's title see deed dated September 25, 2023, and recorded with the Essex County North Registry of Deeds at Book 17840, Page 338.

In the event of any typographical errors in the publication of this notice, the description in the Mortgage shall control.

Said premises shall also be sold subject to and/or with the benefit of any and all other restrictions, easements, improvements, covenants, outstanding tax titles, municipal or other public taxes, assessments, liens or claims in the nature of liens, attachments and existing encumbrances of record created prior to the Mortgage, if any there be, insofar as in force and applicable.

Said premises will also be sold subject to all leases and tenancies having priority over said Mortgage, to tenancies or rights of parties in possession now or at the time of said auction which are subject to said Mortgage, to rights or claims in personal property installed by tenants or former tenants now located on the premises, and to laws and ordinances including, but not limited to, all building and zoning laws and ordinances.

Terms of sale:

The highest bidder in the sale shall deposit a bank treasurer's check, or certified check in the amount of Twenty Five Thousand Dollars (\$25,000.00) at the time and place of the sale as a non-refundable earnest money deposit towards the purchase price to be held at the option of the Mortgagee as liquidated damages for any default by the successful bidder. The highest bidder shall then be required to remit by federal wire transfer an additional non-refundable deposit to bring in an amount sufficient to make the total deposit equal to ten percent (10%) of the purchase price within five (5) business days of the date of the public auction.

The balance of the purchase price shall be paid upon delivery of the deed within thirty (30) days of the date of the public auction. Each successful bidder shall be required to sign a Memorandum of Sale at the public auction containing the terms herein and any additional terms set forth in the Memorandum of Sale or announced at the public auction.

In the event that any successful bidder at the public auction fails to perform in the time specified to purchase the applicable premises, the Mortgagee reserves the right, at its sole election, to sell such premises by foreclosure deed to the other qualified bidders, in descending order beginning with the next highest bidder, provided that in each case the next highest bidder delivers to Mortgagee the amount of the required deposit within five (5) business days after written notice of the default of the previous highest bidder and promptly executes a Memorandum of Sale providing for performance within thirty (30) days of execution. Mortgagee also reserves the right, at its sole election, to assume the bid of any defaulting or declining bidder. The Mortgagee reserves the right to postpone this sale to a later date by public proclamation at the time and date appointed for the sale and to further postpone any adjourned sale date by public proclamation at the time and date appointed for the adjourned sale date.

Other terms to be announced at sale.

For inquiries concerning the auction, please contact Justin J. Manning at justin@jjmanning.com.

Lowell Five Cents Savings Bank,
present holder of the Mortgage,

By its attorney,
Lauren A. Solar, Esq.
Hackett Feinberg P.C.
155 Federal Street, 9th Floor
Boston, MA 02110

Unofficial Property Record Card - Methuen, MA

General Property Data

Parcel ID **914-105-58**
Prior Parcel ID **--**
Property Owner **CELEST INVESTMENTS LLC**
Mailing Address **82 OSGOOD ST**
City **METHUEN**
Mailing State **MA** Zip **01844**
ParcelZoning **MB**

Account Number **2157**
Property Location **9 KENDALL ST**
Property Use **Three Fam.**
Most Recent Sale Date **9/25/2023**
Legal Reference **17840-338**
Grantor **CORPORAN ELVINSON**
Sale Price **1**
Land Area **0.148 acres**

Current Property Assessment

Card 1 Value Building Value **407,400** Xtra Features Value **200** Land Value **177,000** Total Value **584,600**

Building Description

Building Style **Three Family**
of Living Units **3**
Year Built **1898**
Building Grade **Average**
Building Condition **Fair-Avg**
Finished Area (SF) **4205.5**
Number Rooms **12**
of 3/4 Baths **0**

Foundation Type **Brick/Stone**
Frame Type **Wood**
Roof Structure **Gable**
Roof Cover **Asphalt Shgl**
Siding **Asbestos**
Interior Walls **Plaster**
of Bedrooms **6**
of 1/2 Baths **0**

Flooring Type **Carpet**
Basement Floor **Concrete**
Heating Type **Steam**
Heating Fuel **Gas**
Air Conditioning **0%**
of Bsmt Garages **0**
of Full Baths **3**
of Other Fixtures **0**

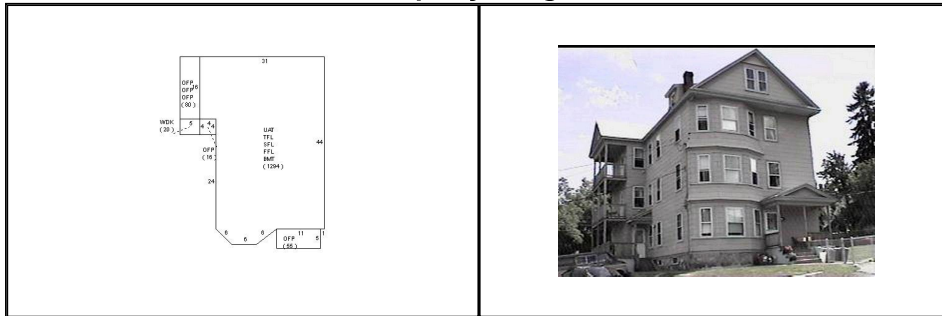
Legal Description

Lot 1 Plan 0137

Narrative Description of Property

This property contains 0.148 acres of land mainly classified as Three Fam. with a(n) Three Family style building, built about 1898, having Asbestos exterior and Asphalt Shgl roof cover, with 3 unit(s), 12 room(s), 6 bedroom(s), 3 bath(s), 0 half bath(s).

Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranted.

QUITCLAIM DEED

I, **Elvinson Corporan, an unmarried man, of Lawrence, Massachusetts**, for consideration paid of ONE (\$1.00) dollar, grant to **Celest Investments, LLC, a Massachusetts Limited Liability Company, of 82 Osgood Street, Methuen, MA**, with **QUITCLAIM COVENANTS:**

A certain tract of land, with all the buildings thereon, situated in said Methuen and being part of Lot I as shown upon a plan numbered 1 of lots in Lawrence and Methuen, Massachusetts, owned by Guy W. Currier, dated July 1, 1897, and recorded with the North District of Essex Registry of Deeds, and being Plan numbered 0215 and being the lots, 5 with changed street lines, shown as lots numbered 184 and 185 on plan of lands of J. M. Currier, recorded with said Registry and being plan numbered 0137 and bounded and described as follows:

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SOUTHWESTERLY: thirty-five and 5/10 (35.5) feet, more or less, by lot numbered 136 on said plans; and

NORTHWESTERLY one hundred eleven and 9/10 (111.9): feet, more or less, by Kendall Street.

Grantor's title recorded on October 3, 2022 in the Essex (Northern District) Recording Office at Book 17585, Page 292.

Under the pains and penalties of perjury, I, the Grantor named herein, do hereby voluntarily release any and all rights of homestead, if any, as set forth in M.G.L. Chapter 188, and state that there are no other persons or person entitled to any homestead rights.

PROPERTY ADDRESS: 9 KENDALL STREET, METHUEN, MA 01844

MASSACHUSETTS STATE EXCISE TAX

Essex North Registry

Date: 09-25-2023 @ 12:03pm

Ctl#: 76 Doc#: 15784

Fee: \$ 00 Cons: \$1 00

In Witness Whereof I, the said, Elvinson Corporan hereunto set my hands and seals this
25 day of Sept, 2023.

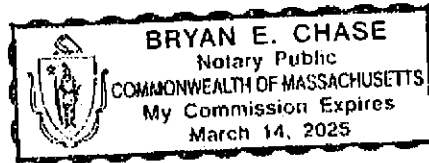
ERC
Elvinson Corporan

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF ESSEX

On this 25th day of September, 2023, before me, the undersigned notary public, personally appeared the above-named, Elvinson Corporan, proved to me through satisfactory evidence of identification, which were MARCO LLC, to be the person(s) who signed the preceding or attached document in my presence, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose, by his/her/their free act and deed.

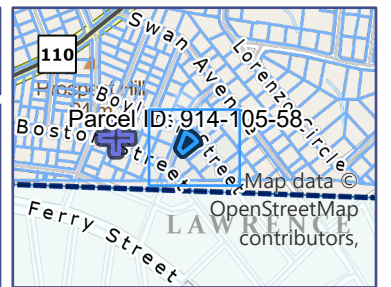
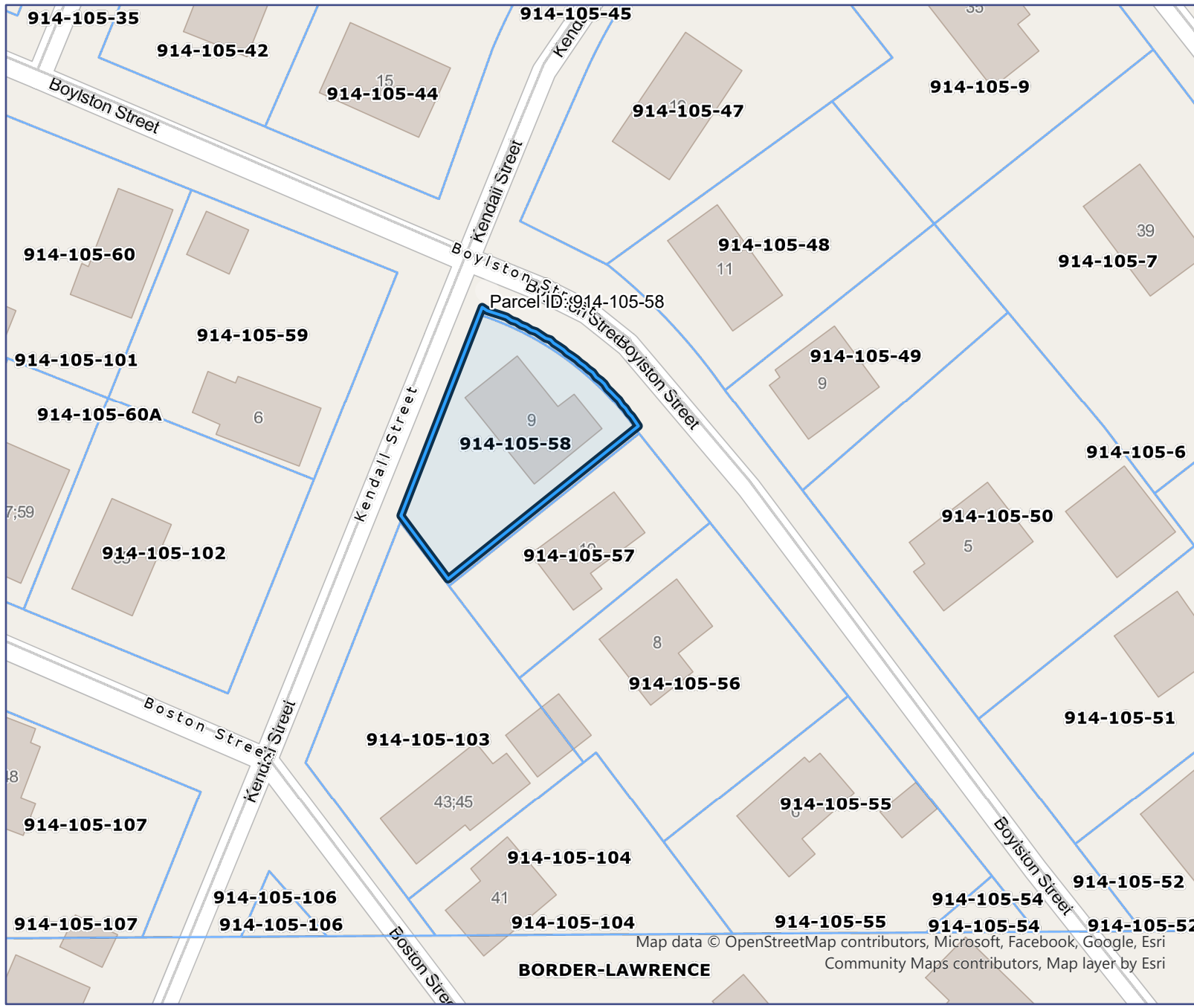
Notary Public Signature

My Commission Expires:



PROPERTY ADDRESS: 9 KENDALL STREET, METHUEN, MA 01844

City of Methuen



Legend

GIS Layers

Municipality

- Methuen
- Parcels
- Local Road

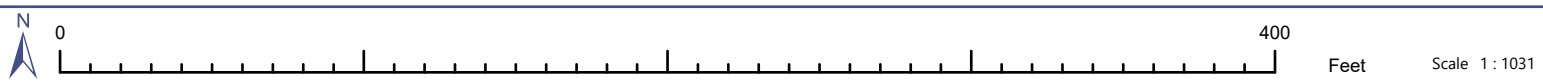
Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri
Community Maps contributors, Map layer by Esri

BORDER-LAWRENCE

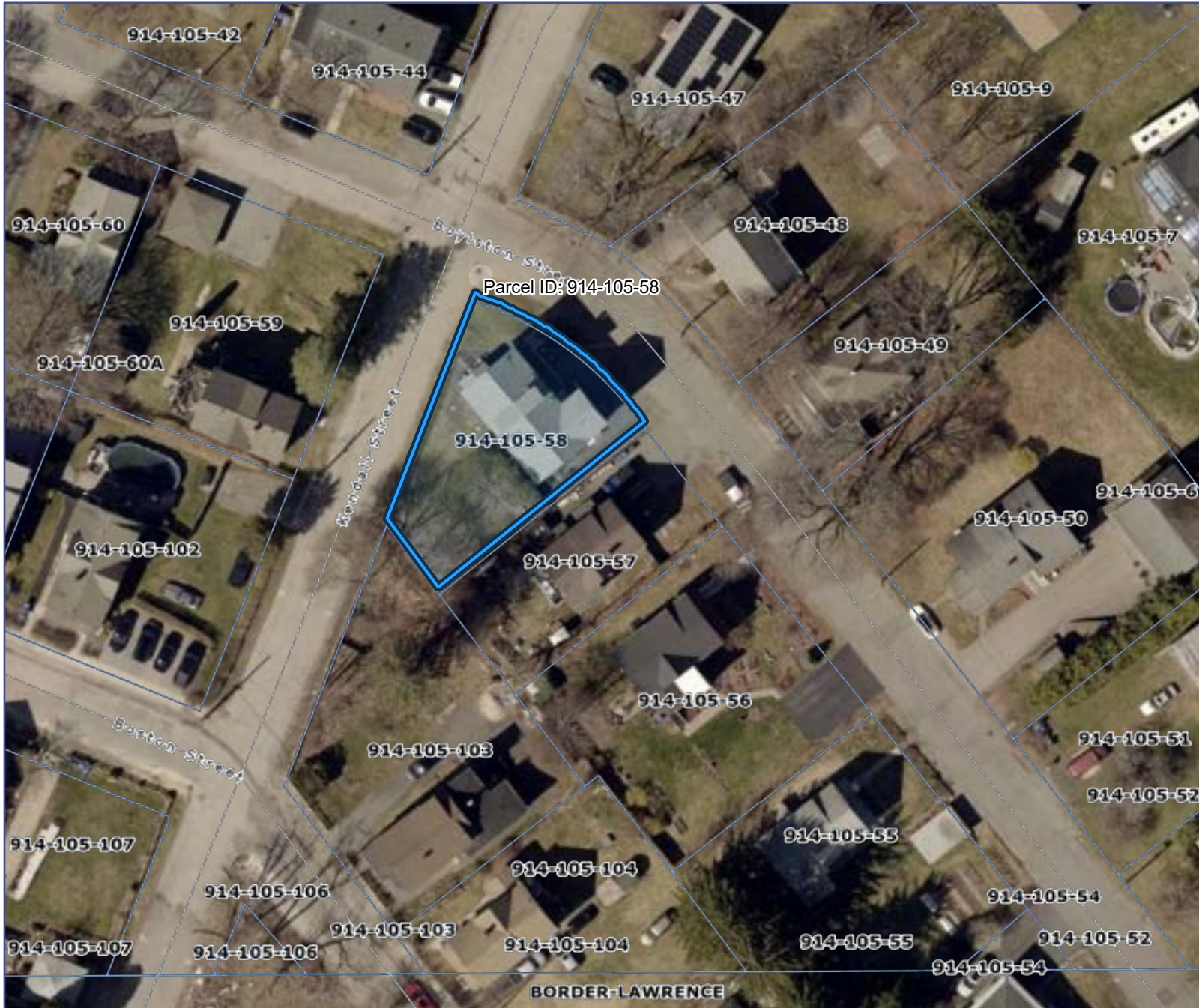
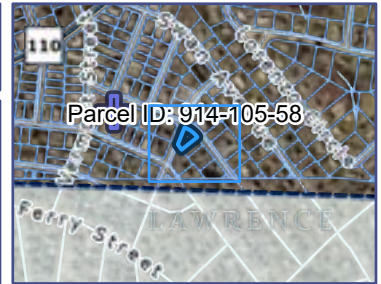
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City of Methuen




Legend

GIS Layers

Municipality

 Methuen

 Parcels

 Local Road



0

300

Feet

Scale 1 : 959

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

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

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

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

I, _____ have been so informed and notified.

Date: _____

Purchaser

Address: _____

Date: _____

Attorney

Auctioneer



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



**Justin Manning, CAI, AARE
President**

Phone: 800-521-0111

Fax: 508-362-1073

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

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JJManning Auctioneers specializes in the accelerated marketing of residential and commercial real estate. We work with progressive sellers and real estate brokers to offer dynamic and award-winning marketing solutions.

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