

# 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**  
**Thursday, January 29 at 11:00 am 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.

## 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](mailto: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, 9<sup>th</sup> 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
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## 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

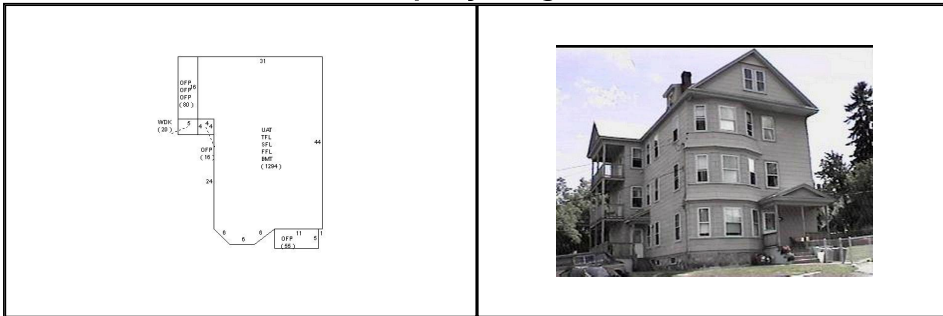
## Legal Description

**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.

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## 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.

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

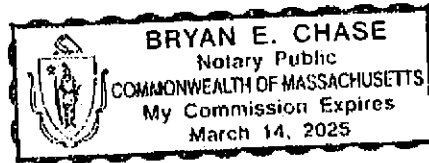
ERC  
 Elvinson Corporan

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 MAG-16.116, 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

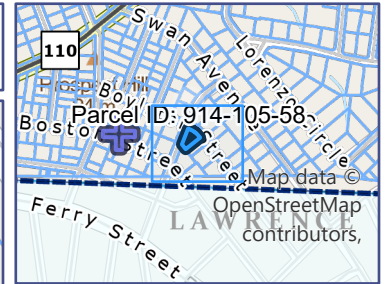
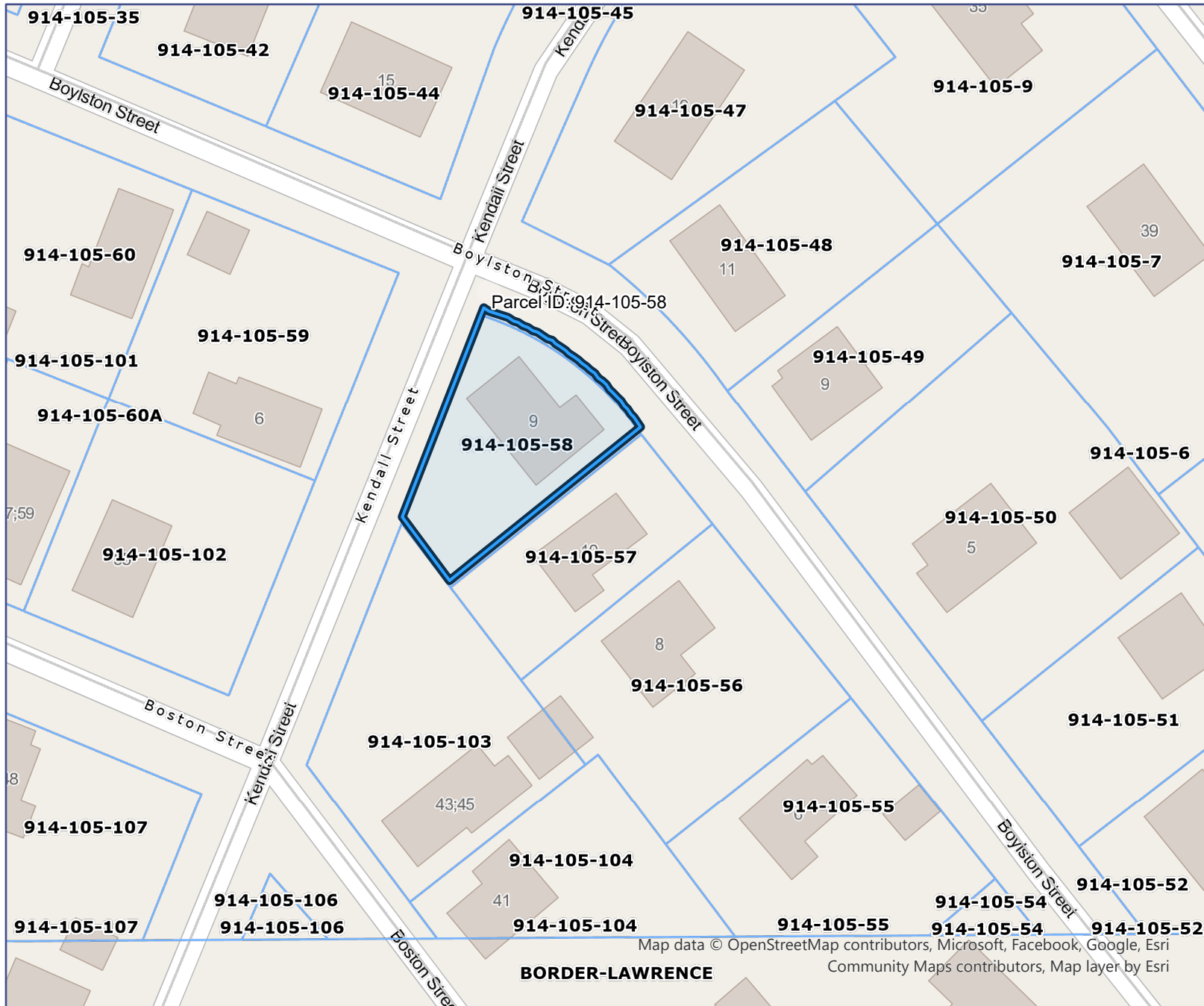
My Commission Expires:



PROPERTY ADDRESS: 9 KENDALL STREET, METHUEN, MA 01844



# City of Methuen



## Legend

GIS Layers

Municipality

Methuen

Parcels

Local Road

Produced by Merrimack Valley Planning Commission (MVPC) using data provided by municipal governments & MassIT/MassGIS.

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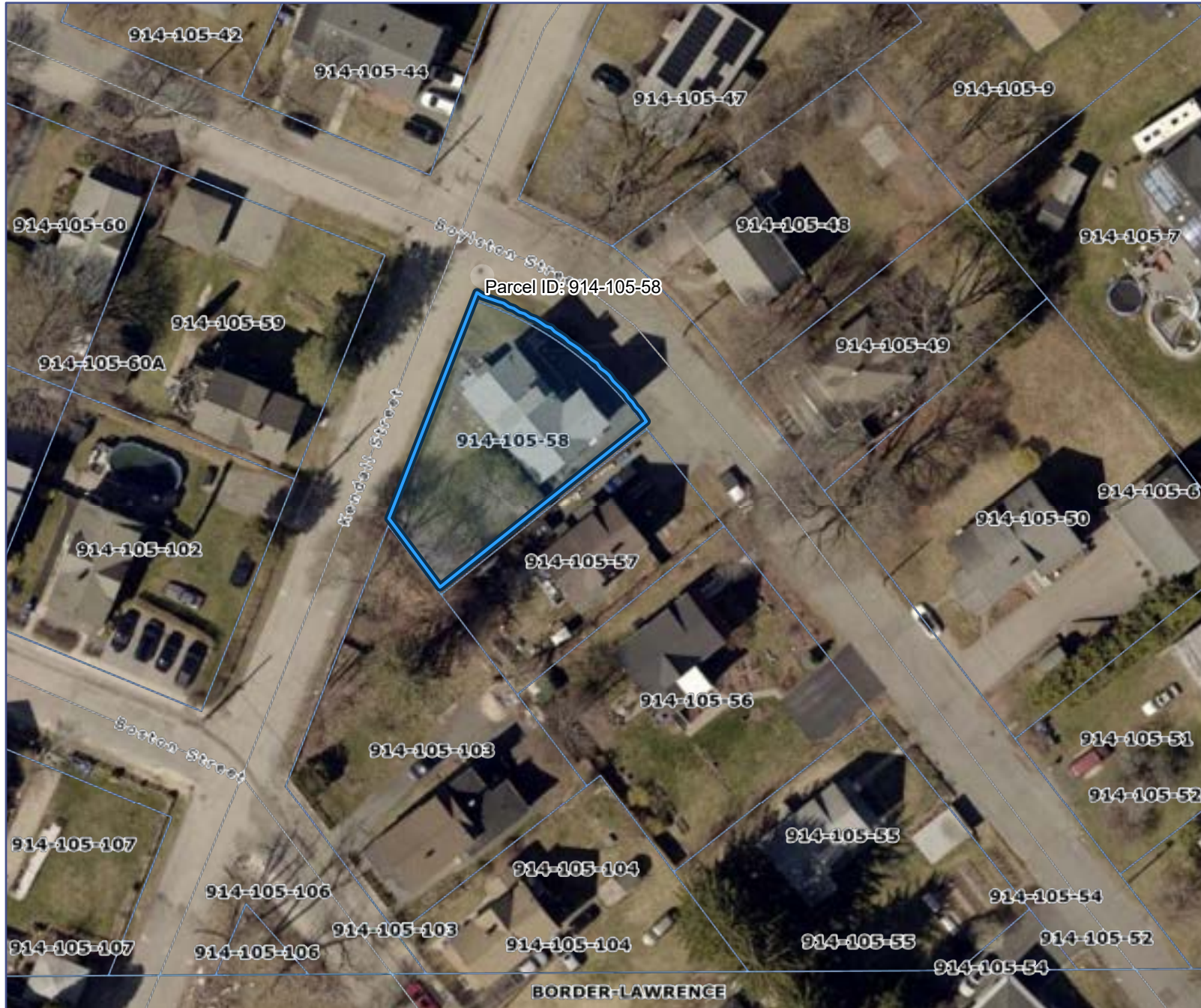
400

Feet

Scale 1 : 1031



# 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](http://JJManning.com)  
[auctions@JJManning.com](mailto:auctions@JJManning.com)**

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