

**RECEIVER'S AUCTION**  
**87 PUTNAM STREET, WINTHROP, MASSACHUSETTS**  
**(PARCEL ID 29-80)**

**TERMS AND CONDITIONS OF SALE**

1. Agreement to Purchase; Purchase Price: I/We \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_

(hereinafter, the "Buyer(s)"), hereby acknowledge that I/we have agreed to purchase at Public Auction, held on September 27, 2018 from the Receiver, Neighborhood Construction Services LLC, duly appointed by the East Boston District Court (Docket No. 1705CV000089)

(hereinafter, the "Seller" or "Receiver"), the real estate described below for the sum of \_\_\_\_\_

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

(the "Purchase Price"). The Buyer hereby agrees to comply with all of the terms and conditions of the sale as stated in this contract.

2. Payment of Buyer's Premium: The Buyer shall pay a Buyer's Premium of four percent (4%) of the Purchase Price, which shall be an additional fee of \_\_\_\_\_  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_).

The Buyer's Premium shall be paid by certified, bank, or Attorney's Iolta check at the Closing.

3. Property Description: The real estate, which is the subject of this contract, is described as follows:

Property Location: 87 Putnam Street, Winthrop, Suffolk County, Massachusetts (hereinafter, the "Property"). The Property is further identified in the Town of Winthrop Assessor's records as Parcel No. 29-80.

Title Reference: See Suffolk Registry of Deeds, deed to respondents, recorded at Book 9311, Page 3; see also Receivership Appointment (East Boston District Court Docket No. 1705CV000089), effective June 19, 2017, recorded at said Registry, Book 58112, Page 41, as affected by Order of the East Boston District Court, dated June 18, 2018, recorded with said Registry in Book 59755, Page 97; see also Court Order authorizing Receiver to

foreclose on its lien by public auction (East Boston District Court Docket No. 1705CV000089) (issued August 13, 2018), recorded at said Registry, Book 60047, Page 323. The Deed conveying the property to the winning bidder is attached hereto as Exhibit A.

4. The Buyer has paid to the Seller the sum of TEN THOUSAND DOLLARS (\$10,000.00) (“Initial Deposit”) in the form of certified, bank, or Attorney’s Iolta check, and will, no later than September 28, 2018, at 2:00 p.m., make an additional payment, in the form of certified, bank, or Attorney’s Iolta check, in the amount of TEN THOUSAND DOLLARS (\$10,000.00) (“Additional Deposit”), as a non-refundable deposit on the sale (the Initial Deposit and Additional Deposit shall be collectively referred to as “Deposit” herein). Buyer acknowledges and agrees that the Deposit shall be forfeited to the Seller as liquidated damages in the event that the Buyer fails to comply with any of these terms and conditions of sale and is in default hereunder. Forfeiture of the Deposit shall not relieve the Buyer of his liability under this contract, including, but not limited to, Buyer’s obligation to purchase the Property pursuant to this agreement, and the Seller shall be entitled to specific performance of this contract, in addition to legal fees and expenses incurred. If the Seller shall fail to fulfill for any reason the agreements contained herein, the Deposit shall be returned to the Buyer and all other obligations of the parties hereto shall cease and this agreement shall be void without further recourse to the parties hereto.

5. Time for Performance; Closing: The closing shall occur at D’Ambrosio Brown, LLP, 185 Devonshire Street, Floor 10, Boston, Massachusetts, 02110, at or before 10:00 a.m. on October 26, 2018 or at such other location as the Seller may designate. The Property will be conveyed by a deed prepared by the Seller and provided to Buyer on the date scheduled for closing (the “Closing”). The acceptance of the deed by the Buyer shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed by the Seller. The Buyer shall not be entitled to any extensions of the closing date.

6. Extensions and/or Accelerations: The parties hereto agree and understand that accelerations and/or extensions of the time for performance of the provisions of this agreement may be

executed on behalf of a party by counsel therefor. Accelerations and/or extensions may be executed in counterparts and may be delivered by facsimile or by emailed pdf and shall have the same force and effect as an original.

7. Payment of Purchase Price, Closing Costs, and Tax Stamps: The balance of the Purchase Price, in addition to the Buyer's Premium, shall be paid by certified, bank, or Attorney's Iolta check at the Closing. The Buyer further agrees to pay by certified, bank, or Attorney's Iolta check all tax stamps/transfer taxes and recording costs at the Closing, including the \$125.00 recording fee for the deed.

8. Property Sold "AS IS": The land and buildings, if any, located at the Property are sold by the Receiver "AS IS." Buyer understands and acknowledges that Seller makes no warranties or representations with respect to any matter relating to the Property, including but not limited to its condition, construction, fitness for habitation, whether it conforms to applicable state or local building and health codes, or whether it is subject to any environmental conditions which may or may not be in compliance with any applicable laws, policies or regulations. An assertion by Buyer relating to any of the above shall not be cause for termination of this agreement and/or the return of Buyer's Deposit, nor for any subsequent cause of action, legal or equitable, against Seller, prior to or after recording of the deed. Seller does, however, agree that all manufacturer warranties, if any, shall be transferred to Buyer at the time of delivery of the deed. This sale is not subject to the availability or approval of financing to the Buyer. This provision shall survive recording of the deed.

9. No Warranties or Representations: The Buyer hereby acknowledges and agrees that any materials or documents concerning the auction of the Property which were prepared or furnished by the Receiver, Receiver's Counsel, the Town of Winthrop, or the Auctioneer, including but not limited to the attachments to these Terms and Conditions, are solely for informational purposes. The Buyer further acknowledges and agrees that no warranties or representations were made as to the accuracy or completeness of the information provided. The Buyer further acknowledges and agrees that Buyer alone was responsible for its own due diligence, and that Buyer has made its own investigations and drawn its own conclusions prior to entering into this agreement.

10. Insurance: Until delivery of the deed, Seller shall maintain insurance on said premises as follows:

<u>Type of Insurance</u>	<u>Amount of Coverage</u>
(a) Fire:	As presently insured.
(b) Extended coverage:	As presently insured.

11. Title: If a material defect in the recorded title shall be claimed by the Buyer, the Buyer shall notify the Seller in writing at least twenty-one (21) days prior to the original, non-extended closing date listed above. In the event a title defect is claimed by the Buyer and notice is given to the Seller as herein provided, the Seller shall be entitled to elect to either terminate this agreement or use up to sixty (60) days from the date of Buyer's notice to perfect said title. If the Seller elects to perfect title, but is unable to clear the record title or make conveyance as above stipulated, the Deposit shall be returned to the Buyer and all obligations of the parties hereto shall terminate, and this shall be the Buyer's sole remedy in law and equity. To enable the Seller to make the 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 or within a reasonable time thereafter in conformance with conveyancing standards.

12. Extension to Perfect Title or Make Property Conform: If at any time before the date scheduled for Closing the Seller determines for any reason that there is or may be a title defect, or if on the date scheduled for Closing the Seller is unable to deliver possession of the Property, or the Property does not conform with the provisions hereof, for any reason, the Seller may, in Seller's sole and exclusive discretion, use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Property conform to the provisions hereof, as the case may be, in which event the Seller shall give notice thereof to the Buyer on or before the date scheduled for performance hereunder, and thereupon the time for performance shall be extended for a period of up to sixty (60) days. This paragraph shall not be construed as requiring the Seller to take action with respect to the matters stated herein.

13. Reservation of Right to Sell to Next Highest Bidder: The Seller reserves the right to sell to the next highest bidder in the event that the highest bidder defaults. However, this reservation of rights should not be construed as requiring the Seller to sell to the next highest bidder in the event of such default.

14. Requirement to Satisfy Municipal Liens at Closing: At the time of Closing, or in advance thereof, Buyer shall pay any and all outstanding real estate taxes, water charges, sewer charges, tickets, liens, or any other municipal amounts or assessments, of any kind, that may be due to the Town of Winthrop. A Municipal Lien Certificate and other documents showing the amounts owed to the Town of Winthrop, inclusive of interest through August 1, 2018, is attached hereto as Exhibit B, reflecting a total amount owed as of that date of \$2,909.46

[SIGNATURE PAGE TO FOLLOW]

The Buyer(s) and Seller do hereby acknowledge that they have read the foregoing and understand and agree to the terms and conditions of sale as set forth herein and they further acknowledge receipt of a copy of these Terms and Conditions of Sale.

IN WITNESS WHEREOF, the parties have executed this Terms and Conditions of Sale of the Property, as a sealed instrument, this 27th day of September, 2018.

\_\_\_\_\_  
BUYER:

\_\_\_\_\_  
DATE:

\_\_\_\_\_  
BUYER:

\_\_\_\_\_  
DATE:

SELLER,  
COURT APPOINTED RECEIVER,  
NEIGHBORHOOD CONSTRUCTION SERVICES LLC,

\_\_\_\_\_  
By: Benjamin DeChristoforo  
Manager

\_\_\_\_\_  
DATE:

WITNESSED BY:

\_\_\_\_\_  
NAME:

\_\_\_\_\_  
DATE:

# **EXHIBIT A**

**RECEIVER'S DEED**

Neighborhood Construction Services LLC, the Court-appointed Receiver of 87 Putnam Street, Winthrop, Massachusetts (East Boston District Court Order in Civil Action No. 1705CV000089) (Grantor), for good and valuable consideration of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00) Dollars, hereby grants to \_\_\_\_\_ (Grantee), of \_\_\_\_\_,

**with QUITCLAIM COVENANTS,**

all right, title and interest in and to the following described parcel:

The land with the buildings thereon, situated in said Winthrop, bounded and described as follows:

- NORTHEASTERLY            by Putnam Street fifty-two (52) feet;
- NORTHWESTERLY        by Lot F on a plan hereinafter referred to, eighty (80) feet;
- SOUTHWESTERLY        by Lot H on said plan, fifty-two (52) feet;
- SOUTHEASTERLY        by Lot D on said plan, eighty (80) feet.

Being lot E on a plan entitled "Plan of Land, Winthrop, Mass., dated June 12, 1953, J. J. Gallo, Civil Engineer" recorded in Suffolk Registry of Deeds, Book 6910, Page 544, containing approximately 4,160 square feet, be all of said measurements more or less, subject to and with the benefit of all restrictions, easements, covenants, and liens of record, to the extent that the same are now in force and applicable.

For title reference, see deed dated November 15, 1979, recorded with Suffolk Registry of Deeds in Book 9311, Page 3. See also Order of the East Boston District Court, dated June 19, 2017, recorded with said Registry in Book 58112, Page 41, as affected by Order of the East Boston District Court, dated June 18, 2018, recorded with said Registry in Book 59755, Page 97. See also Order of the East Boston District Court, dated August 13, 2018, recorded with said Registry in Book 60047, Page 323, and Affidavit of Receiver recorded herewith.

*[Signature on following page]*

Locus: 87 Putnam Street, Winthrop, Suffolk County, Massachusetts



Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Court-Appointed Receiver,  
Neighborhood Construction Services LLC,  
By: Benjamin DeChristoforo, Manager

**COMMONWEALTH OF MASSACHUSETTS**

SUFFOLK, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned notary public, personally appeared Benjamin DeChristoforo, Manager of Neighborhood Construction Services LLC, proved to me through satisfactory evidence of identification which was [ ] Massachusetts driver's license, or [ ] \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

# **EXHIBIT B**

**MUNICIPAL LIEN CERTIFICATE**  
**THE COMMONWEALTH OF MASSACHUSETTS**  
 Town of Winthrop  
 Office of the Collector of Taxes

Requested By:  
 D'AMBROSIO BROWN LLP  
 COUNSELORS AT LAW  
 185 DEVONSHIRE STREET 10TH FLOOR  
 BOSTON, MASSACHUSETTS 02110

I certify from available information that all taxes, assessments and charges now payable that constitute liens as of the date of this certificate on the parcel of real estate specified in your application received on 08/01/2018 are listed below

		DESCRIPTION OF REAL ESTATE					
Map/Parcel	29 80	Land	182900	Land Area	4160	Book	13048
Unit		Building	118700	Cert #	0	Page	- 109
District	0	Other	0	Doc #	0	Deed Date	01/01/1988
		Total	301600			Certificate #	5130
						Cert Date	08/01/2018

Name of person assessed      VEILLEUX ARTHUR G  
 Location of Property          87 PUTNAM ST

Interest thru 08/01/2018

Year	Description	Total Billed	Balance	Interest	Demand & Fees	Total Due	PerDiem
2019	RE Q2	1,067.67	1,067.67	0.00	0.00	1,067.67	0.00
2019	RE Q1	1,067.67	0.00	0.00	0.00	0.00	0.00
2018	RE	4,270.66	0.00	0.00	0.00	0.00	0.00
2018	BETT/LIEN	306.93	0.00	0.00	0.00	0.00	0.00
2017	RE	4,021.83	0.00	0.00	0.00	0.00	0.00
2017	BETT/LIEN	29,294.53	0.00	0.00	0.00	0.00	0.00
Total Taxes		40,029.29	1,067.67	0.00	0.00	1,067.67	0.00
Utility Bill		-148.21	-148.21	0.00	0.00	-148.21	0.00
Total Miscellaneous			-148.21	0.00	0.00	-148.21	0.00
Property Total		40,029.29	919.46	0.00	0.00	919.46	0.00

A FINAL WATER/SEWER LIEN READING AND BILLING MUST BE DONE WITHIN 10 DAYS PREVIOUS TO A SALE CLOSING. CONDO UNITS ARE NOT METERED SEPARATELY. WATER/SEWER CHARGES ARE FOR ENTIRE BUILDING AND ARE PAID BY MGMT OR CONDO ASSOCIATION.

RE Bill Number:                    5271

Code violation:            MGL Chapter 40U            see attached

Unpaid utility and other charges

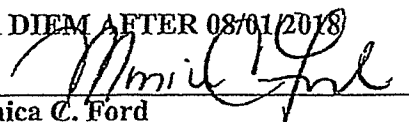
PER DIEM AFTER 08/01/2018

0.00

**TOTAL DUE**

**919.46**

Monica C. Ford



Collector of taxes for

Town of Winthrop

NAME OF CITY OR TOWN

