

## Machias Savings Bank

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**Edd B. Hamor, LLC**

North Green Street  
Greenville, Maine

**\*\*\*\* DISCLAIMER \*\*\*\***

Machias Savings Bank and Tranzon Auction Properties have provided the information contained in this bid package to persons interested in bidding for the property described herein. Each believes the information contained herein to be accurate and complete. ***However, neither Machias Savings Bank nor Tranzon Auction Properties, nor their respective agents, employees or attorneys, make any warranties of any kind as to the accuracy or completeness of the information contained herein.*** Prospective bidders are urged to make such an independent investigation as to each of those matters to which an ordinary and prudent buyer would inquire.

For further information regarding the sale please contact Tranzon Auction Properties:

Tranzon Auction Properties ■ 93 Exchange Street ■ Portland, Maine 04101 ■ 207-775-4300 ■ [www.tranzon.com](http://www.tranzon.com) ■ Auctioneer

Michael S. Haenn, Esq. ■ Lambert Coffin Haenn ■ 88 Hammond Street ■ Bangor, Maine 04401 ■ Attorney for Machias Savings Bank ■ 207-990-4905 ■ [www.lambertcoffin.com](http://www.lambertcoffin.com)

**TERMS AND CONDITIONS OF PUBLIC SALE**

*Machias Savings Bank -  
Edd B. Hamor, LLC*

North Green Street  
Greenville, Maine

The following are the terms of the public sale of the property situated generally at North Green Street in Greenville, Maine and described in the mortgage deed of Edd B. Hamor, LLC dated April 10, 2008 and recorded in the Piscataquis Registry of Deeds in Vol. 1915, Page 236 ("the Property").

**Date/Place of Sale** - December 30, 2009 commencing at 11:00 a.m. at North Green Street in Greenville, Maine (a/k/a Map 24, Lot 144).

**Nature of Sale; Authority** - The public sale of the Property is pursuant to 14 M.R.S.A. § 6203-A et seq. and the Statutory Power of Sale contained in the said mortgage deed.

**Terms of Sale** - The terms of the sale of the Property include the following:

(A) All of those terms set forth in the Notice of Public Sale published in the *Piscataquis Observer* on December 2, 9, and 16, 2009.

(B) A deposit as a qualification to bid in the amount of \$3,000.00 and in the form of certified funds payable to Tranzon Auction Properties; to be increased to 10% of the bid amount within five days of the public sale. The highest bidder [as MSB may determine] will be required to close on such transaction and tender the balance of the purchase price (after such deposits) within 45 days of the public sale. All bid deposits from the highest bidder are non-refundable.

(C) MSB makes no warranties of any kind whatsoever regarding its title to the Property; or the physical condition, location or value of the Property; or compliance with any applicable federal, state or local law, ordinance and regulation, including zoning or land use ordinances. Bidders must satisfy themselves as to the legal character of specific property as real or personal in nature, and in all events bidders must also satisfy themselves as to each of those matters to which an ordinary and prudent buyer would inquire.

(D) Incorporated herein are all of the terms set forth in the Purchase and Sale Agreement forms included in the bid package and provided to registered bidders at the time of registration to bid.

(E) The Property will be sold subject to all outstanding tax liens and municipal or quasi-municipal assessments, whether or not of record in the Piscataquis Registry of Deeds, as well as all real estate transfer taxes assessed on the transfer of the Property.

(F) A record of bidding will be maintained by MSB for its own use. In the event that there is a failure to close the sale with any person who executes a Purchase and Sale Agreement, MSB reserves the right to either hold a new sale or to contact the next highest bidder and allow that party to purchase the Property as assignee of the interests of the highest bidder. MSB disclaims any responsibility for providing notice of any kind to any person subsequent to the public sale.

(G) MSB reserves the right to refuse or accept any irregular bid for the Property; to hold periodic recesses in the sale process; to continue the sale from time to time; and to amend the terms of sale as it deems in the best interests of MSB.

(H) The transfer of the Property by MSB will be by release deeds in substantially the same form as that attached to the Purchase and Sale Agreement included in the bid package provided by the auctioneer to registered bidders.

**Purchase and Sale Agreement** - the highest bidder for the Property will be required to execute a Purchase and Sale Agreement with MSB immediately after the close of bidding.

**ADDITIONAL TERMS AND CONDITIONS MAY BE ANNOUNCED BY THE AUCTIONEER ON THE DATE OF THE PUBLIC SALE AND ARE INCORPORATED HEREIN BY REFERENCE.**

Dated: December 30, 2009

Tranzon Auction Properties ■ 93 Exchange Street ■ Portland, Maine 04101 ■ 207-775-4300 ■ [www.tranzon.com](http://www.tranzon.com) ■ Auctioneer

Michael S. Haenn, Esq. ■ Lambert Coffin Haenn ■ 88 Hammond Street ■ Bangor, Maine 04401 ■ Attorney for Machias Savings Bank ■ 207-990-4905 ■ [www.lambertcoffin.com](http://www.lambertcoffin.com)

**PURCHASE AND SALE AGREEMENT**

AGREEMENT made as of this 30<sup>th</sup> day of December, 2009 by and between the following parties:

**Seller:** Machias Savings Bank, a Maine corporation with a place of business in Machias, Maine ("Seller"); and

**Buyer:** \_\_\_\_\_  
\_\_\_\_\_ ("Buyer").

1. **Purchase and Sale; Property.** Seller hereby agrees to sell, and the Buyer hereby agrees to buy, certain real estate situated generally at North Green Street in Greenville, Maine and further as described in the mortgage deed of Edd B. Hamor, LLC dated April 10, 2008 and recorded in the Piscataquis Registry of Deeds in Vol. 1915, Page 236 ("the Property").

2. **Basic Terms of Transfer.** Seller hereby agrees to transfer, and Buyer agrees to purchase, the Property on or before February 13, 2010 ("the Closing Deadline"). Seller will convey its interest in the Property subject to the following conditions and restrictions:

(a) conveyance of the Property at closing (on or before the Closing Deadline) will be by release deed from Seller to Buyer in substantially the same form as that annexed hereto. Unless otherwise indicated below, and if more than one Buyer executes this Agreement, the transfer document from Seller to Buyer will be a conveyance to Buyer as tenants in common.

Buyer's affirmative election as to the form of the instrument of conveyance from Seller:

- joint tenancy
- tenancy in common

(b) the closing will take place at Lambert Coffin Haenn, 88 Hammond Street, Bangor, Maine, or at such other place as may be agreed between the parties.

(c) Seller makes no representations of any kind or nature as to the physical condition or title to the Property; or the physical condition, location or value of the Property; or compliance with any applicable federal, state or local law, ordinance and regulation, including zoning or land use ordinances.

(d) conveyance at closing will be subject to all outstanding municipal tax liens or other municipal or quasi-municipal encumbrances or assessments, whether or not of record in the

Piscataquis Registry of Deeds on the date of closing, and further subject to all transfer taxes assessed by the State of Maine, all of which are entirely the responsibility of Buyer.

(e) conveyance is further subject to the terms and conditions of sale as announced at the public sale conducted on December 30, 2009 and/or as set forth in the Terms and Conditions of Public Sale distributed by the auctioneer to registered bidders at the time of registration to bid.

**3. Purchase Price.** (a) Buyer hereby agrees to pay to Seller the sum of

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(\$ \_\_\_\_\_) for the Property as follows:

(i) Three Thousand Dollars (\$3,000.00) at the time of the execution of this Agreement, all of which is non-refundable and the receipt thereof is hereby acknowledged by Seller;

(ii) an additional deposit equal (with the initial deposit) to ten percent (10%) of the purchase price and which additional deposit is due and payable to Tranzon Auction Properties on or before January 4, 2010; and

(iii) the balance (after such deposits) is due and payable at the time of closing in cash or certified funds.

(b) Should Buyer fail to tender the additional deposit as required by subparagraph (3)(a)(ii) hereinabove; or, having tendered such additional deposit, fail to tender the balance due at closing and on or before the Closing Deadline; all deposit(s) from Buyer shall be retained by Seller as liquidated damages but which shall not limit the right of Seller to enforce any other right or remedy against Buyer, including an action to compel specific performance.

**4. Risk of Loss.** The risk of loss or damage to the Property by fire, theft, or otherwise until closing and the delivery of a deed by Seller is assumed by Buyer.

**5. Personal Property.** Buyer recognizes that there are or may be items of personal property situated on or in the Property, and that Seller is not conveying any interest in such personal property to Buyer. Buyer agrees that Seller has made and will make no representations as to the legal character of specific property as real or personal in nature. Further, Seller reserves the right, but not the obligation, to itself and its designees to remove any personal property from the property without liability of any kind to Buyer for any loss, injury or damage sustained as a result of the storage or removal of such personal property.

**6. Broker.** Seller and Buyer agree that there is no real estate broker involved in this transaction, and that no one is

due a commission in conjunction with the sale or purchase of the Property except to the auctioneer. Buyer is not liable, by virtue of this Agreement, for payment of any fees to the auctioneer.

7. **Non-reliance; Construction.** Buyer acknowledges that Buyer has not relied upon any oral or written representations of any employee, agent, or attorney for Seller not expressly set forth in this Agreement as a basis for Buyer's decision to execute this Agreement. In express recognition thereof, Buyer agrees that in the event of any ambiguity as to the meaning or intent of the terms or obligations set forth herein, or any documents executed in connection herewith, such ambiguous term or provision shall not be construed more favorably to one party than to another.

8. **Limitation on Buyer Damages.** Buyer agrees that in any dispute or action arising out of this Agreement, or the matters described herein, the damages to which Buyer may be due at any time and as against Seller for any reason shall be specifically limited to the amount of Buyer's deposit, repayable without interest, and that under no circumstances may such damages include any claim for punitive damages, lost profits or investment opportunities, or attorneys' fees.

9. **Waiver of Jury Trial; Arbitration.** (a) Buyer agrees that in the event of any dispute as between Buyer and Seller and relating to the subject matter of this Agreement, or the property hereby contemplated to be transferred by Seller to Buyer, such dispute shall (unless Seller shall have demanded arbitration as set forth in this paragraph) be tried before a single Justice of the Superior Court in Washington County sitting without a jury.

(b) Buyer further agrees that in any dispute or controversy with Seller as to the terms of this Agreement, or with respect to the matters described herein, and whether sounding in contract or tort, shall, at the election of Seller and at any time, be resolved by binding arbitration in accordance with the applicable provisions of the Maine Uniform Arbitration Act, at 14 M.R.S.A. § 5927 et seq. and as the same may be amended from time to time. Seller may further elect to submit less than all disputes or controversies as between Buyer and Seller to binding arbitration. Nothing herein shall be construed as limiting the rights or remedies of Seller pursuant to this Agreement or any document or agreement as between Buyer and Seller and at any time, whether or not Seller shall have previously demanded such arbitration.

10. **Assignment.** Buyer may assign its rights under this Agreement to any third party by a writing approved by Seller, but such assignment may not mitigate or modify Buyer's obligations and liability to Seller pursuant to the terms hereof. Any such assignment, in a form approved by and acceptable to counsel for Seller, must be executed and delivered by Buyer and the proposed

assignee(s) to counsel for Seller at least seven (7) calendar days prior to the date of closing.

11. **Amendments.** This Agreement contains the entire agreement of the parties, and it may not be amended subsequent to the execution hereof except by a writing executed by each of the parties to this Agreement.

12. **Binding Nature.** This Agreement shall be binding upon the respective heirs, successors, personal representatives and assigns of the parties hereto.

13. **Applicable Law.** This Agreement shall be enforced and construed in accordance with the laws of the State of Maine.

14. **TIME IS OF THE ESSENCE AND NOT A MERE RECITAL.** Should Buyer default in any obligation under this Agreement, Buyer agrees to indemnify and hold Seller harmless from any resulting or consequential loss, claim or damage of any kind whatsoever, including but not limited to any attorneys' fees incurred by Seller.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement in duplicate original as of the day and year first above written.

Witness:

**MACHIAS SAVINGS BANK**

\_\_\_\_\_

By: \_\_\_\_\_  
Joseph S. Tuell  
Its Commercial Loan Workout  
Officer

\_\_\_\_\_

\_\_\_\_\_  
**Buyer** - SS#/EID

\_\_\_\_\_

\_\_\_\_\_  
**Buyer** - SS#/EID

**\*\*\*\*DISCLAIMER ON NEXT PAGE\*\*\*\***

**Disclaimer:** Please read this Purchase and Sale Agreement carefully. Neither Seller nor its agents, employees or attorneys make any warranties or representations of any kind to Buyer beyond those expressly set forth in this Agreement. Further, none of such persons offer any advice to you as to any aspect of the arrangement reflected by, or contemplated by, the foregoing.

Counsel for Seller: Michael S. Haenn, Esq., 88 Hammond Street,  
Bangor, Maine 04401 ■ 207-990-4905 ■ [www.lambertcoffin.com](http://www.lambertcoffin.com)

**RELEASE DEED**

**Machias Savings Bank**, a Maine corporation with a place of business in Machias, County of Washington and State of Maine, for consideration paid, releases to \_\_\_[Buyer]\_\_\_, certain real property situated generally in Greenville, County of Piscataquis and State of Maine, and more particularly bounded and described as follows:

A certain lot or parcel of land, together with the buildings and improvements thereon, situated in Greenville, Piscataquis County, Maine, as described in the Warranty Deed from Richard W. Wright to Edd B. Hamor and Mary B. Hamor, dated March 11, 2005 and recorded in the Piscataquis County, Maine, Registry of Deeds in Book 1636, Page 149 as follows:

All that certain lot or parcel of land situated on the westerly side of Green Street, so called, in the Town of Greenville, County of Piscataquis, State of Maine, and being further bounded, described and defined as follows, to wit:

Being Lot Numbered 336, as shown on a plan of part of Greenville Junction, dated September 1921 as prepared by Elmer B. Crowley and recorded in the Piscataquis County Registry of Deeds in Plan Book 3, Page 21.

Through scrivener's error the Plan was erroneously designated as Plan Book 1, Page 3 in prior conveyances.

For Grantor's source of title reference may be had to the mortgage deed of Edd B. Hamor, LLC dated April 10, 2008 and recorded in the Piscataquis Registry of Deeds in Vol. 1915, Page 236.

Subject to all municipal liens and encumbrances and outstanding or accruing assessments, including but not limited to real property taxes, whether or not of record in the Piscataquis Registry of Deeds. Further subject to all real estate transfer taxes. Further subject to and with the benefit of all restrictions, easements, improvements, outstanding tax titles, municipal or other public taxes, assessments, liens or claims in the nature of liens and existing encumbrances of record which are, as a matter of record, superior to the mortgage lien of the Grantor evidenced by the deed of Edd B. Hamor, LLC dated April 10, 2008 and recorded in the Piscataquis Registry of Deeds in Vol. 1915, Page 236. Said mortgage deed was foreclosed by Grantor pursuant to the Statutory Power of Sale [14 M.R.S.A. § 6203-A et seq.] as contained in the said mortgage deed. This conveyance is in furtherance of such foreclosure proceedings and Grantee's status as the highest bidder at such public sale.

In witness whereof, Machias Savings Bank has caused this instrument to be executed by Joseph S. Tuell, Its Commercial Loan Workout Officer duly authorized as of this \_\_\_\_\_ day of January, 2010.

Witness:

**MACHIAS SAVINGS BANK**

\_\_\_\_\_

By: \_\_\_\_\_  
Joseph S. Tuell  
Its Commercial Loan Workout  
Officer

State of Maine  
Washington, ss.

January \_\_\_\_\_, 2010

Personally appeared the above-named Joseph S. Tuell, Commercial Loan Workout Officer of Machias Savings Bank, and acknowledged the foregoing instrument by him signed to be his free act and deed in said capacity and the free act and deed of said corporation.

Before me,

\_\_\_\_\_  
Notary Public  
Printed Name:

**NOTICE OF PUBLIC SALE**

14 M.R.S.A. § 6203-A et seq.

Notice is hereby given that, by virtue of and in execution of the Power of Sale contained in a certain Mortgage Deed given by *Edd B. Hamor, LLC* to *Machias Savings Bank* ("MSB") dated April 10, 2008 and recorded in the Piscataquis Registry of Deeds in Vol. 1915, Page 236 ("the Mortgage"); of which Mortgage the undersigned is the present holder; for breach of condition of the Mortgage and for purpose of foreclosing the same, there will be sold at Public Sale on December 30, 2009 commencing at 11:00 a.m. at the property located on North Green Street in Greenville, Maine (a/k/a Map 24, Lot 144 of the Greenville Tax Maps), all and singular the premises described in the Mortgage, to wit:

**Property Description:** Property situated generally at North Green Street, Greenville, Maine, more particularly described as follows: "A certain lot or parcel of land, together with the buildings and improvements thereon, situated in Greenville, Piscataquis County, Maine, as described in the Warranty Deed from Richard W. Wright to Edd B. Hamor and Mary B. Hamor, dated March 11, 2005 and recorded in the Piscataquis County, Maine, Registry of Deeds in Book 1636, Page 149 as follows: All that certain lot or parcel of land situated on the westerly side of Green Street, so called, in the Town of Greenville, County of Piscataquis, State of Maine, and being further bounded, described and defined as follows, to wit: Being Lot Numbered 336, as shown on a plan of part of Greenville Junction, dated September 1921 as prepared by Elmer B. Crowley and recorded in the Piscataquis County Registry of Deeds in Plan Book 3, Page 21. Through scrivener's error the Plan was erroneously designated as Plan Book 1, Page 3 in prior conveyances."

**Terms of Sale:** As a condition precedent to registration to bid all registered bidders will be required to deliver a bid deposit in the amount of \$3,000.00, to be increased to ten percent of the bid amount within five days of the public sale. All bid deposits must be in the form of certified funds and payable to Tranzon Auction Properties. The highest bidder will be required to close on such transaction and tender the balance of the purchase price (after such deposits) within 45 days of the public sale. All bid deposits from the highest bidder [as MSB may determine] are non-refundable.

The property will also be sold subject to all outstanding municipal and quasi-municipal assessments, whether or not of record in the Piscataquis Registry of Deeds, as well as all real estate transfer taxes assessed by the State of Maine. The sale of the property is also subject to such encumbrances as may be identified in the above legal description, or such as may be a matter of record in the Piscataquis Registry of Deeds and superior as a matter of law to the interest(s) of MSB, or as may be discovered from an examination of the premises.

Conveyance of the property by MSB will be by release deed. All other terms will be announced at the public sale and may be included in a bid package available from the auctioneer.

For further information regarding the property to be sold, including a bid package which includes terms and conditions of the public sale, please contact the auctioneer:

**Tranzon Auction Properties**, 93 Exchange Street, Portland, Maine 04101. (207)775-4300. [www.tranzon.com](http://www.tranzon.com)

Machias Savings Bank, By Michael S. Haenn, Esq., Its Attorney duly authorized, P.O. Box 915, Bangor, Maine.  
[www.lambertcoffin.com](http://www.lambertcoffin.com)