

Machias Savings Bank

Edd B. Hamor, LLC

11 West Eden Avenue, Bar Harbor
Eden Way, Bar Harbor
Cider Ridge Road, Mount Desert

****** 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 ■ 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

TERMS AND CONDITIONS OF PUBLIC SALE

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

Cider Ridge Road
Mount Desert, Maine

The following are the terms of the public sale of the property situated generally at Cider Ridge Road, Mount Desert, Maine and described as "Third Lot" in the mortgage deed of Edd B. Hamor, LLC dated April 10, 2008 and recorded in the Hancock Registry of Deeds in Vol. 4969, Page 213 ("the Property").

Date/Place of Sale - December 30, 2009 commencing at 11:00 a.m. at 11 West Eden Avenue in Bar Harbor, Maine.

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 *Bar Harbor Times* on November 26, December 3, and 10, 2009.

(B) A deposit as a qualification to bid in the amount of \$10,000.00 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 Hancock 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 ■ 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

PURCHASE AND SALE AGREEMENT

[Cider Ridge Road, Mount Desert, Maine]

AGREEMENT made as of this 30th 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 Cider Ridge Road, in Mount Desert, Maine, and described as "Third Lot" in the mortgage deed of Edd B. Hamor, LLC dated April 10, 2008 and recorded in the Hancock Registry of Deeds in Vol. 4969, Page 213 ("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 Hancock 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

(\$ _____) for the Property as follows:

(i) Ten Thousand Dollars (\$10,000.00) 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

RELEASE DEED

[Cider Ridge Road, Mount Desert, Maine]

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 Mount Desert, County of Hancock and State of Maine, and more particularly bounded and described as follows:

A certain lot or parcel of land situated in the Town of Mount Desert, Hancock County, Maine, described in the Quitclaim Deed with Covenant from Mark E. Dunbar to Edd B. Hamor & Associates, Inc., dated April 7, 2006 and recorded in the Hancock County Registry of Deeds in Book 4462, Page 28 as follows:

Lot No. 1 as shown on a plan entitled "Final Plan For The Twin Pines Subdivision Beech Hill Cross Road Mount Desert, Maine" dated October 26, 2004 by Thomas W. Benson, recorded at the Hancock County, Maine, Registry of Deeds in File 33, No. 142.

Together with the right of way as described in Deed of Blaine W. Haynes to the Grantor herein, Mark E. Dunbar, dated December 31, 2003 and recorded at Book 3820, Page 350 of the Hancock County Registry of Deeds.

Also together with the Right of Way as described in instrument dated October 22, 2004 and recorded at Book 4046, Page 222 of the Hancock County Registry of Deeds.

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 Hancock Registry of Deeds in Vol. 4969, Page 213.

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 Hancock 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 Hancock Registry of Deeds in Vol. 4969, Page 213. 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 and of the property hereinabove described.

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 Hancock Registry of Deeds in Vol. 4969, Page 213 ("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 11 West Eden Avenue, Bar Harbor, Maine, all and singular the premises described in the Mortgage, to wit:

Property Description: Properties situated generally at (a) 11 West Eden Avenue, Bar Harbor, Maine, (b) Eden Way, Bar Harbor, Maine, and (c) Cider Ridge Road, Mount Desert, Maine, each as more particularly described as follows:

First Lot: "A certain lot or parcel of land situated in the Towns of Bar Harbor and Mount Desert, Hancock County, Maine, described as follows: A certain lot or parcel of land, together with all existing improvements and buildings and those hereafter placed or constructed thereon, situated at Town Hill in the Town of Bar Harbor, Hancock County, Maine, described in the deed from Brian E. Hamor to Edd Hamor and Molly Brian, conveying a fifty percent undivided interest, dated May 21, 2003 and recorded in the Hancock County Registry of Deeds in Book 3623, Page 67 as follows: Beginning at an iron pin driven into the ground at the most southwesterly corner of the parcel of land described as conveyed in the deed dated March 12, 1987, recorded in Book 1627, Page 226 at the Hancock County, Maine, Registry of Deeds from Lois D. Hamor to David F. Gilmore; thence North forty-two degrees thirty-nine minutes East, but always following the southerly or southeasterly side line of the said land, now or formerly owned by David F. Gilmore, three hundred twenty (320) feet to an iron pin driven into the ground; thence South forty-seven degrees twenty-one minutes East (S 47° 21' E) six hundred seven and seven tenths (607.7) feet to an iron pipe driven, into the ground; thence North eighteen degrees seventeen minutes West (N 18° 17' W) four hundred ninety and nine tenths (490.9) feet to an iron pin driven into the ground at the most southeasterly corner of the triangular shaped parcel of land described as conveyed in the deed dated June 8, 1985, recorded in Book 1539, Page 284 at the said Registry of Deeds from Claris R. Richardson to John Phippen, Sr.; thence North forty-five degrees fifty one and six tenths minutes West (N 45° 51.6' W), but always following the northeasterly side of the aforesaid triangular shaped parcel of land, two hundred thirty-one and seven tenths (231.7) feet to the herein first mentioned iron pin driven into the ground being the point of beginning. Containing 3.08 acres of land. The foregoing described premises are hereby conveyed subject to the fifty (50) foot wide right of way easement conveyed by said deed recorded in Book 1627, Page 226 at the said Registry of Deeds from Lois D. Hamor to David F. Gilmore. Together with an as

appurtenant to each and every portion of the herein conveyed parcel of land a fifty (50) foot wide right of way (to be used in common with the herein grantee and others including the grantor now having or hereafter acquiring similar rights thereto) to be used for all purposes of a way including ingress, egress and the right to transmit above and/or below ground utilities. The aforesaid fifty (50) foot wide right of way being bounded and described as follows, to wit: Beginning at an iron pipe driven into the ground on the northeasterly side of State Highway Route 102, at the most southwesterly corner of the land formerly owned by John W. Phippen which is now owned by Lois D. Hamor; thence North forty-two degrees thirty-nine minutes East (N 42° 39' E), but always following the northwesterly sideline of the said land formerly owned by John W. Phippen; thence South forty-five degrees fifty-one and six tenths minutes East (S 45° 51.6' E) fifty (50) feet to a point; thence South forty-two degrees thirty-nine minutes West (S 42° 39' W) two hundred five (205) feet, more or less, to a point on the northeasterly sideline of State Highway Route 102; thence in a general northwesterly direction, but always following the northeasterly sideline of Route 102, fifty (50) feet to the point of beginning. The herein Grantee agrees for himself, his successors and assigns, with and for the benefit of the herein Grantor, his heirs and assigns, that it will promptly pay its "proportionate share" of the costs to maintain and improve the aforesaid fifty (50) foot wide right of way. The "proportionate share" shall be determined by dividing the said costs by the number of properties (excluding the properties conveyed by deed dated September 17, 1985, recorded in Book 1551, Page 637 at the Hancock County, Maine, Registry of Deeds from John W. Phippen, also known as John Phippen, Sr. to Lois D. Kelley, now known as Lois D. Hamor) now or hereafter having an appurtenant right to use the aforesaid right of way. The herein conveyed premises are hereby conveyed subject to the easement dated January 26, 1987, recorded in Book 1623, Page 520 at the said Registry of Deeds from Lois D. Hamor to Bangor Hydro-Electric Company."

Second Lot: "A certain lot or parcel of land situated in the Towns of Bar Harbor and Mount Desert, Hancock County, Maine, described as follows: Special Declarant Rights and Development Rights in and to four (4) proposed Condominium Units located at Lot #4, West Eden Woods Subdivision situated in Town Hill, Town of Bar Harbor, Hancock County, Maine, and known as the Special Declarant and Development Rights with respect to four future units of West Eden Commons, a Condominium, the declaration of which is recorded in Book 4832, Page 49 of the Hancock County Registry of Deeds, and being further described as Units H-3, H-4, H-5 and H-6 and related interests and rights appurtenant thereto in the Condominium and Assigned Units and to construct create and complete the Assigned Units, which units are more fully set forth on a Plat entitled "Condominium Plat for West Eden Commons, Town Hill, Bar Harbor, Maine" dated August 17, 2007 and recorded in File 36, #191 in the Hancock County Registry of Deeds. Further reference is made to the following Plans: 1. Subdivision plat prepared by Edward B. Jackson, PLS #1091 dated June 1996 and

recorded in File 27 #164 in the Hancock County, Maine Registry of Deeds; 2. Plan prepared by T.W. Benson Land Surveying, Inc., dated August 3, 2001, entitled "Modification #1, West Eden Woods Subdivision"; 3. Plan prepared by Civil Engineering Services, Inc. dated November 18, 2004, entitled "Final Subdivision Plan For West Eden Commons", recorded in the Hancock County Registry of Deeds in File 32, No. 153; 4. Plan prepared by Civil Engineering Services, Inc. dated July 19, 2004, entitled "Revised Subdivision Plan For West Eden Commons", recorded in the Hancock County Registry of Deeds in File 33, No. 85; and 5. Plan prepared by T.W. Benson Land Surveying, Inc., dated July 11, 2007 and recorded in the Hancock County Registry of Deeds in File 36, No. 176."

Third Lot: "A certain lot or parcel of land situated in the Towns of Bar Harbor and Mount Desert, Hancock County, Maine, described as follows: A certain lot or parcel of land situated in the Town of Mount Desert, Hancock County, Maine, described in the Quitclaim Deed with Covenant from Mark E. Dunbar to Edd B. Hamor & Associates, Inc., dated April 7, 2006 and recorded in the Hancock County Registry of Deeds in Book 4462, Page 28 as follows: Lot No. 1 as shown on a plan entitled "Final Plan For The Twin Pines Subdivision Beech Hill Cross Road Mount Desert, Maine" dated October 26, 2004 by Thomas W. Benson, recorded at the Hancock County, Maine, Registry of Deeds in File 33, No. 142. Together with the right of way as described in Deed of Blaine W. Haynes to the Grantor herein, Mark E. Dunbar, dated December 31, 2003 and recorded at Book 3820, Page 350 of the Hancock County Registry of Deeds. Also together with the right of way as described in instrument dated October 22, 2004 and recorded at Book 4046, Page 222 of the Hancock County Registry of Deeds."

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 \$10,000.00 (per parcel), 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 for each parcel 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 for each parcel [as MSB may determine] are non-refundable.

Each parcel will also be sold subject to all outstanding municipal and quasi-municipal assessments, whether or not of record in the Hancock Registry of Deeds, as well as all real estate transfer taxes assessed by the State of Maine. The sale of the properties 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 Hancock 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 respective premises.

Conveyance of the properties 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 properties 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

Machias Savings Bank, By Michael S. Haenn, Esq., Its Attorney duly authorized, P.O. Box 915, Bangor, Maine.
www.lambertcoffin.com