

**Machias Savings Bank**

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**Tardy-Connors Group, LLC  
("Moosehead Manufacturing")**

123 Chapin Avenue  
Monson, Maine

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

Machias Savings Bank and Keenan Auction Company 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 Keenan Auction Company, 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 Keenan Auction Company at (207)885-5100 or [www.keenanauction.com](http://www.keenanauction.com).

Keenan Auction Company ■ One Runway Road ■ South Portland,  
Maine 04106 ■ Auctioneer

Michael S. Haenn, Esq. ■ 88 Hammond Street ■ Bangor, Maine  
04401 ■ (207)990-4905 ■ Attorney for Machias Savings Bank

**TERMS AND CONDITIONS OF PUBLIC SALE**

*Machias Savings Bank -  
Tardy-Connors Group, LLC*

123 Chapin Avenue  
Monson, Maine

The following are the terms of the public sale of the real and personal property situated generally at 123 Chapin Avenue in Monson, Maine. The real property is described in the mortgage deed of Tardy-Connors Group, LLC to Machias Savings Bank ("MSB") dated September 21, 2007 and recorded in the Piscataquis Registry of Deeds in Vol. 1872, Page 241 ("the Realty"). The personal property to be sold, and which will be offered in the alternative both on an entirety basis together with the Realty as well as separate from the Realty, consists of all machinery, equipment, furniture, fixtures and general intangibles located on or within the Realty ("the Personalty"). The real and personal property to be offered for sale is also described in more detail in a bid package provided by the auctioneer to registered bidders.

**Date/Place of Sale** - January 21, 2010 commencing at 10:00 a.m. at 123 Chapin Avenue in Monson, Maine.

**Nature of Sale; Authority** - The public sale of the Realty is pursuant to 14 M.R.S.A. § 6203-A et seq. and the Statutory Power of Sale contained in the mortgage deed. The sale of the Personalty will be pursuant to the Maine Uniform Commercial Code.

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

(A) All of those terms set forth in the Notice of Public Sale published in the *Piscataquis Observer* on December 16, 23, and 30, 2009.

(B) A deposit as a qualification to bid in the amount of \$25,000.00 (real estate only) or \$50,000.00 (entirety) and in the form of certified funds payable to Keenan Auction Company; 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 Realty or the Personalty; or the physical condition, location or value of the Realty or Personalty; or compliance with any applicable federal, state or local law, ordinance and regulation, including zoning or land use ordinances. All of the Personalty is also and specifically sold

without any express or implied warranties of title, merchantability, fitness for a particular purpose, or otherwise. Bidders must satisfy themselves as to the legal character of specific property as real or personal in nature, and in all events and aspects bidders must also satisfy themselves as to each of those matters to which an ordinary and prudent buyer would inquire.

(C) Incorporated herein are all of the terms set forth in the Purchase and Sale Agreement and other forms and materials included in the bid package and/or provided by the auctioneer to registered bidders at the time of registration to bid.

(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 Realty and the Personalty are offered for sale subject to all outstanding tax liens and municipal or quasi-municipal assessments, whether or not of record in the Piscataquis Registry of Deeds or the Maine Secretary of State, as well as all real estate transfer taxes and sale 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 forfeited 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; 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 Realty by MSB will be by release deed 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. If the Personalty is sold in the entirety with the Realty, the transfer of the Personalty by MSB will be by release bill of sale 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 (as MSB may determine) 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: January 21, 2010

Keenan Auction Company ■ One Runway Road ■ South Portland,  
Maine 04106 ■ 207-885-5100 ■ [www.keenanauction.com](http://www.keenanauction.com) ■  
Auctioneer

Michael S. Haenn, Esq. ■ 88 Hammond Street ■ Bangor, Maine  
04401 ■ 207-990-4905 ■ Attorney for Machias Savings Bank

**PURCHASE AND SALE AGREEMENT**

[Realty Only]

AGREEMENT made as of this 21<sup>st</sup> day of January, 2010 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 123 Chapin Avenue in Monson, Maine and further as described in the mortgage deed of Tardy-Connors Group, LLC dated September 21, 2007 and recorded in the Piscataquis Registry of Deeds in Vol. 1872, Page 241 ("the Property").

2. **Basic Terms of Transfer.** Seller hereby agrees to transfer, and Buyer agrees to purchase, the Property on or before March 7, 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 the Law Office of Michael S. 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 January 21, 2010 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) Twenty-five Thousand Dollars (\$25,000.00) 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 Keenan Auction Company on or before January 26, 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: \_\_\_\_\_  
Gregory J. Fuller  
Its Asst. Vice President

\_\_\_\_\_

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

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**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.haennlaw.com](http://www.haennlaw.com)

**PURCHASE AND SALE AGREEMENT**

[Entirety]

AGREEMENT made as of this 21<sup>st</sup> day of January, 2010 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, (a) certain real estate situated generally at 123 Chapin Avenue in Monson, Maine and further as described in the mortgage deed of Tardy-Connors Group, LLC dated September 21, 2007 and recorded in the Piscataquis Registry of Deeds in Vol. 1872, Page 241 ("the Realty"), and (b) all machinery, equipment, furniture, fixtures and general intangibles owned by Tardy-Connors Group, LLC and located on or within the Realty ("the Personalty").

2. **Basic Terms of Transfer.** Seller hereby agrees to transfer, and Buyer agrees to purchase, the Realty and the Personalty (collectively "the Property") on or before March 7, 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 and release bill of sale 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 documents from Seller to Buyer will be a conveyances to Buyer as tenants in common.

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

- joint tenancy
- tenancy in common

(b) the closing will take place at the Law Office of Michael S. 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. All of the Personalty is also and specifically sold without any express or implied warranties of title, merchantability, fitness for a particular purpose, or otherwise.

(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 or the Maine Secretary of State on the date of closing, and further subject to all transfer taxes and sales taxes assessed by the State of Maine, all of which are entirely the responsibility of Buyer. Unless otherwise agreed as between the parties in writing and prior to closing as an alternative means of establishing such value for sales tax purposes, Buyer and Seller agree that at closing Buyer shall also pay to Seller the sales taxes assessed by the State of Maine on the transfer of the Personalty and calculated based upon the ratio of the last assessed value of the real and personal property as determined by the Monson tax assessor.

**Buyer and Seller's agreed value of personalty: \$ \_\_\_\_\_**

(e) conveyance is further subject to the terms and conditions of sale as announced at the public sale conducted on January 21, 2010 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) Fifty Thousand Dollars (\$50,000.00) 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 Keenan Auction Company on or before January 26, 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. **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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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.

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

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

13. **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: \_\_\_\_\_  
Gregory J. Fuller  
Its Asst. Vice President

\_\_\_\_\_

\_\_\_\_\_  
**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.haennlaw.com](http://www.haennlaw.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 Monson, County of Piscataquis and State of Maine, and more particularly bounded and described as follows:

FIRST: That real estate, together with any buildings or improvements thereon, situate in Monson, County of Piscataquis and State of Maine, conveyed in a deed from Ray E. Collett, Stanley T. Leonard, and Henry S. Knight, as Trustees, and Victor C. Corkran and Raymond P. Alexander as Copartners doing business under the firm name of Moosehead Woodcrafters, to Moosehead Manufacturing Co., dated May 22, 1948, and recorded in the Piscataquis County Registry of Deeds in Book 290 at Page 168.

Also specifically including that easement being from the above-described lot to Chapin Avenue, as is more fully set forth in a deed from The Monson Maine Slate Company to Raymond P. Alexander and Victor C. Corkran, Copartners in trade and doing business as Moosehead Woodcrafters, dated October 22, 1945, and recorded in said Registry in Book 278 at Page 274.

SECOND: A certain tract or parcel of land, together with any buildings or improvements thereon, situated in said Monson, bounded and described as follows:

Beginning at the southeast corner of property now or formerly owned by Moosehead Manufacturing Co.; thence N 65° 30' W to land now or formerly owned by said Moosehead Manufacturing Co.; thence following said Moosehead Manufacturing Co.'s line to point of beginning. Also the privilege of using the pit as a refuse disposal.

Excepting and reserving to Moosehead Manufacturing Co., as appurtenant to that real estate conveyed by Craig W. Soderquist, Thelma E. Soderquist, and Mae Soderquist Krueger to Moosehead manufacturing Co., dated September 15, 1987, and recorded in said Registry in Book 655 at Page 224, the following easements for foot and vehicular traffic of all kinds, and for public utilities across one or both of the abovedescribed premises:

A. An easement leading from the end of Chapin Avenue to the first parcel of land hereinabove described, and then along the road, as it presently exists, leading through the first parcel of land and through the second parcel of land to land now or formerly of Carl Vainio;

B. An easement leading from the end of Chapin Avenue to the southwesterly corner of the first parcel of land hereinabove described; thence in a northerly direction, along the westerly

bound of the first parcel of land hereinabove described, and then following the road in a northeasterly direction along the first parcel of land hereinabove described, and then turning in a generally northerly direction along a road used for the harvesting of wood to the northerly bound of the first parcel of land hereinabove described and the southerly bound of the aforementioned parcel conveyed by Soderquist to Moosehead Manufacturing Co. The easement along the existing woods road shall be forty (40) feet in width. It may be improved and maintained, including the removal of snow therefrom. The easement may be conveyed to multiple owners, should the Soderquist property be divided.

This conveyance is made subject to the rights of others to use the road, as it presently exists, running from the end of Chapin Avenue to the first parcel of land hereinabove described and then through both parcels hereinabove described as it has been granted to others by deed, or as others may have acquired a right by adverse use over time. The premises are also subject to a revocable license given by Moosehead Manufacturing Co. to Robert J. P. Begin and Sylvia Begin, dated May 12, 1987, and recorded in said Registry in Book 636 at Page 15.

Excepting from the above-described premises that real estate more fully described in a quitclaim deed from Moosehead Manufacturing Co. to The Inhabitants of the Town of Monson, dated March 17, 1997, and recorded in said Registry in Book 1073 at Page 183.

For Grantor's source of title reference may be had to the mortgage deed of Tardy-Connors Group, LLC dated September 21, 2007 and recorded in the Piscataquis Registry of Deeds in Vol. 1872, Page 241.

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 Tardy-Connors Group, LLC dated September 21, 2007 and recorded in the Piscataquis Registry of Deeds in Vol. 1872, Page 241. 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 Gregory J. Fuller, Its Asst. Vice President duly authorized as of this \_\_\_\_\_ day of January, 2010.

Witness:

**MACHIAS SAVINGS BANK**

\_\_\_\_\_

By: \_\_\_\_\_  
Gregory J. Fuller  
Its Asst. Vice President

State of Maine  
Washington, ss.

January \_\_\_\_, 2010

Personally appeared the above-named Gregory J. Fuller, Asst. Vice President 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:

**RELEASE BILL OF SALE**

**Machias Savings Bank**, a Maine corporation with a place of business in Machias, County of Washington and State of Maine, in consideration of the payment of \$  [amount] , releases to  [Buyer] , all of its right, title and interest in and to the following personal property:

All machinery, equipment, furniture, fixtures, and general intangibles located on or within the real estate situated generally at 123 Chapin Avenue in Monson, Maine and subject to a security interest of Seller.

Subject to all personal property and sales taxes assessed against the said personal property.

This conveyance is without warranties or covenants of any kind whatsoever, including but not limited to warranties of title, merchantability, or fitness for a particular purpose. There is no warranty relating to title, possession, quiet enjoyment or the like in this disposition. *The transfer of the said property is on a strictly "AS IS, WHERE IS" basis.*

In witness whereof, Machias Savings Bank has caused this instrument to be executed by Gregory J. Fuller, Its Asst. Vice President duly authorized as of this \_\_\_\_\_ day of January, 2010.

Witness:

**MACHIAS SAVINGS BANK**

\_\_\_\_\_

By: \_\_\_\_\_  
Gregory J. Fuller  
Its Asst. Vice President

**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 *Tardy-Connors Group, LLC* to *Machias Savings Bank* ("MSB") dated September 21, 2007 and recorded in the Piscataquis Registry of Deeds in Vol. 1872, Page 241 ("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 January 21, 2010 commencing at 10:00 a.m. at 123 Chapin Avenue in Monson, Maine, all and singular the premises described in the Mortgage, to wit:

**Property Description:** "FIRST: That real estate, together with any buildings or improvements thereon, situate in Monson, County of Piscataquis and State of Maine, conveyed in a deed from Ray E. Collett, Stanley T. Leonard, and Henry S. Knight, as Trustees, and Victor C. Corkran and Raymond P. Alexander as Copartners doing business under the firm name of Moosehead Woodcrafters, to Moosehead Manufacturing Co., dated May 22, 1948, and recorded in the Piscataquis County Registry of Deeds in Book 290 at Page 168. Also specifically including that easement being from the above-described lot to Chapin Avenue, as is more fully set forth in a deed from The Monson Maine Slate Company to Raymond P. Alexander and Victor C. Corkran, Copartners in trade and doing business as Moosehead Woodcrafters, dated October 22, 1945, and recorded in said Registry in Book 278 at Page 274. SECOND: A certain tract or parcel of land, together with any buildings or improvements thereon, situated in said Monson, bounded and described as follows: Beginning at the southeast corner of property now or formerly owned by Moosehead Manufacturing Co.; thence N 65° 30' W to land now or formerly owned by said Moosehead Manufacturing Co.; thence following said Moosehead Manufacturing Co.'s line to point of beginning. Also the privilege of using the pit as a refuse disposal. Excepting and reserving to Moosehead Manufacturing Co., as appurtenant to that real estate conveyed by Craig W. Soderquist, Thelma E. Soderquist, and Mae Soderquist Krueger to Moosehead manufacturing Co., dated September 15, 1987, and recorded in said Registry in Book 655 at Page 224, the following easements for foot and vehicular traffic of all kinds, and for public utilities across one or both of the above-described premises: A.) An easement leading from the end of Chapin Avenue to the first parcel of land hereinabove described, and then along the road, as it presently exists, leading through the first parcel of land and through the second parcel of land to land now or formerly of Carl Vainio; B.) An easement leading from the end of Chapin Avenue to the southwesterly corner of the first parcel of land hereinabove described; thence in a northerly direction, along the westerly bound of the first parcel of land hereinabove described, and then following the road in a northeasterly direction along the first parcel of land hereinabove described, and then turning in a generally northerly direction along a road used for the

harvesting of wood to the northerly bound of the first parcel of land hereinabove described and the southerly bound of the aforementioned parcel conveyed by Soderquist to Moosehead Manufacturing Co. The easement along the existing woods road shall be forty (40) feet in width. It may be improved and maintained, including the removal of snow therefrom. The easement may be conveyed to multiple owners, should the Soderquist property be divided. This conveyance is made subject to the rights of others to use the road, as it presently exists, running from the end of Chapin Avenue to the first parcel of land hereinabove described and then through both parcels hereinabove described as it has been granted to others by deed, or as others may have acquired a right by adverse use over time. The premises are also subject to a revocable license given by Moosehead Manufacturing Co. to Robert J. P. Begin and Sylvia Begin, dated May 12, 1987, and recorded in said Registry in Book 636 at Page 15. Excepting from the above-described premises that real estate more fully described in a quitclaim deed from Moosehead Manufacturing Co. to The Inhabitants of the Town of Monson, dated March 17, 1997, and recorded in said Registry in Book 1073 at Page 183.

**Terms of Sale:** The property will be sold in its entirety. As a condition precedent to registration to bid all registered bidders will be required to deliver a bid deposit in the following amounts and dependent upon the nature of the bid:

- \$25,000.00 for the real estate only
- \$50,000.00 for the real and personal property (entirety)

The successful bidder [as MSB may determine] will be required to increase the bid deposit 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 Keenan Auction Company. 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 [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 or the Secretary of State, 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.

The highest bidder will be required to execute a purchase and sale agreement with MSB immediately after the close of bidding. Conveyance of the property by MSB will be by release deed and (if a purchase in the entirety) a release bill of sale. All other terms will be announced at the public sale and may be included in a bid package available from the auctioneer.

**Note:** also to be offered for sale, either as a sale in the entirety with the real estate or on a piecemeal basis, is all

machinery, equipment, furniture, fixtures, and general intangibles owned by Tardy-Connors Group, LLC. If sold in the entirety together with the real estate the bid deposit is \$50,000.00 and subject to the terms described above. If sold piecemeal the personal property shall be purchased for cash or check on the day of the public sale.

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:

**Keenan Auction Company**, 1 Runway Road, South Portland, Maine 04106 or (207)885-5100. [www.keenanauction.com](http://www.keenanauction.com)

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