

TERMS AND CONDITIONS OF SALE

NORTHEAST BANK v. The Estate of Ernest L. Russell, Wendy J. Russell, Personal Representative

Mortgage Foreclosure Auction on Property
Located at 240 Mill Street, Auburn, Maine
On February 5, 2010
At 2:00 p.m.

Northeast Bank, f/k/a Northeast Bank, FSB, as foreclosing mortgagee, (“Bank”), will conduct a public auction in order to sell certain real estate located at 240 Mill Street, Auburn, Maine, and the fixtures located thereon (the “Property”) as more particularly described in the mortgage given by Ernest L. Russell to Northeast Bank, FSB dated December 14, 2005 and recorded in the Androscoggin County Registry of Deeds on December 19, 2005 in Book 6614, Page 114. The mortgage interest being foreclosed is also described with more particularity in a Stipulated Judgment of Foreclosure and Order of Sale dated November 18, 2009 entered in the Androscoggin County Superior Court in an action brought by *Northeast Bank, f/k/a Northeast Bank, FSB v. The Estate of Ernest L. Russell, Wendy J. Russell, Personal Representative*, Docket No. RE-09-98.

1. **Date/Place of Sale:** The Property shall be sold February 5, 2010 commencing at 2:00 p.m. at the Property (the “Sale”).
2. **Nature of Sale:** The Bank is foreclosing on the mortgage described above which was granted by Ernest L. Russell. The public sale will be conducted pursuant to 14 M.R.S.A. § 6321 et seq.
3. **Terms of Sale:**
 - A. The sale is subject to all of those terms set forth in the Notice of Public Sale published in the *Lewiston Sun Journal* on January 2, 2010, January 9, 2010 and January 16, 2010, including but not limited to the terms set forth below.
 - B. The Property shall be sold as one lot or parcel subject to and with the benefit of all easements, appurtenances, restrictive covenants, rights of way of record, and any easements, restrictions and rights of way which are disclosed in the Notice of Sale or which are of record or which are visible upon the face of the earth or as set forth in the Purchase and Sale Agreement, a copy of which is available from the auctioneer.
 - C. The Property is being sold “**AS IS, WHERE IS, AND WITH ALL FAULTS.**” The Bank assumes that bidders have inspected the Property prior to the sale. The Property is offered for sale “**AS IS, WHERE IS, AND WITH ALL FAULTS**” **unrepaired and without any express or implied warranties of any kind or nature.** Square footage dimensions are approximate and should be independently verified prior to bidding. The Bank, its agents and subagents, assume no liability for errors or omissions in these Terms and Conditions of Sale or in any of the property listings or advertising or promotional/publicity statements and/or materials. Although information has been obtained from sources deemed reliable, the auctioneer makes no guaranties as to the

accuracy of the information herein contained or in any other property listing or advertising or promotional/publicity statements and materials. The auctioneer will be conducting open houses of the Property. Contact the auctioneer, whose name and address are listed below, for further information regarding the Property and the open houses. Any information provided regarding the Property is for informational purposes only, and cannot be relied upon for any purpose. No representations or warranties are made regarding any matter including, without limitation, the accuracy or completeness of any information or materials provided or any comments made by the auctioneer or by the Bank or regarding the environmental, structural or mechanical condition of the Property.

D. A deposit to bid of \$10,000.00 must be left with the auctioneer prior to the sale. Each deposit must be in the form of immediately available U.S. funds and must be payable to the auctioneer. The deposit to bid is nonrefundable as to the highest bidder for the Property. Unsuccessful bidder's checks will be returned immediately after the auction.

E. The Property shall be sold subject to any outstanding real estate taxes assessed by and due and payable to the City of Auburn, Maine and for real estate taxes due for the current year and any other unpaid assessments due to municipal or quasi-municipal corporations.

F. The balance of the purchase price will be due on or before March 22, 2010.

G. The deed to the Property will be by Quitclaim Deed without Covenant. The high bidder shall at his/her cost pay all real estate transfer taxes (including the Bank's share), whether assessed to purchaser or Bank.

H. The sale is subject to all of the terms set forth in the Purchase and Sale Agreement, the form of which is included in the bidder's prospectus and distributed by the auctioneer to all registered bidders at the time of registration.

I. If the high bidder or high bidders default by failing to pay the purchase price in full within the time specified in the Purchase and Sale Agreement, or if a high bidder otherwise breaches the terms of sale, the Bank may, in addition to all other remedies allowed by law or equity, retain the full Deposit as damages. In addition, the Property may be resold in any manner to any party and any deficiency, together with all expenses and costs of resale (including attorneys' fees) will be paid by the defaulting high bidder. In addition, and at the Bank's sole and exclusive option, the Bank may have the rights under any Purchase and Sale Agreement assigned to the Bank, or to the Bank's nominee, without any other or further action by the defaulting high bidder.

J. The Bank and/or the auctioneer reserve the right, subject to applicable provisions of Maine law, to: (i) refuse or accept any irregular bids; (ii) hold periodic recesses in the sale process; (iii) continue the sale from time to time without notice to any person; and (iv) amend the terms of sale as it deems in the best interest of the Bank.

K. A record of bidding will be maintained by the Bank and/or the auctioneer for its own use. All persons present at the Sale and wishing to submit a bid must register and sign in with the auctioneer, and submit the requisite deposit in cash or certified funds prior to commencement of the bidding. The Bank disclaims any responsibility for providing notice of any kind to any persons subsequent to the Sale on February 5, 2010.

- L. Bank, and its assigns, reserve the right to bid without making the required deposit and, if Bank, or its assigns, is the high bidder, to pay for the Property with a credit against the debt owed to it.
4. **Auction Procedure:** Open and verbal. Unless otherwise announced, announcements made on the day of the sale will be subject to all printed material. Method, order of sale, and bidding increments shall be at the sole discretion of the auctioneer. Reopening of tie bids shall be determined by the auctioneer. The auctioneer reserves the right to delete or add additional property at his discretion. Bank reserves the right to modify the terms and structure of the Sale. Bank reserves the right to add to or change any of the terms and conditions of sale, to add or withdraw properties, and to adjourn, cancel, recess, delay or reschedule the Sale at any time before or during the auction.
 5. **Disclaimer:** All bidders are invited to inspect the Property and the public records prior to making a bid. No warranties, guaranties or representations of any kind are made, and all warranties are disclaimed with respect to any improvements located on the Property, including improvements located underground, the location and/or boundaries of the Property or improvements thereon, title to the Property, environmental compliance, or its compliance with any applicable zoning, land use or hazardous waste regulations, laws or ordinances. The buyer shall assume responsibility and expense for any title search, title examination or title insurance. **THE BANK EXPRESSLY AND SPECIFICALLY MAKES NO, AND SHALL MAKE NO, REPRESENTATIONS OR WARRANTIES REGARDING HAZARDOUS OR TOXIC WASTE, SUBSTANCES, MATTER OR MATERIALS, AS THOSE TERMS MAY BE DEFINED FROM TIME TO TIME BY APPLICABLE STATE, LOCAL AND FEDERAL LAWS, STORED OR OTHERWISE LOCATED ON THE PROPERTY BEYOND ANY INFORMATION WHICH WAS CONTAINED IN THE BIDDER'S PACKAGE.** The Bank specifically disclaims, and buyer acknowledges that Bank shall not be responsible for or obligated now or at any time in the future to, protect, exonerate, defend, indemnify and save buyer or its successors or assigns, harmless from and against any and all loss, damage, cost, expense, clean-up or liability, including, but not limited to, attorneys' fees and court costs, and including, but not limited to such loss, damage, cost, expense or liability, based on personal injury, death, loss or damage to property suffered or incurred by any person, corporation or other legal entity, which may arise out of the presence of any such hazardous or toxic waste, substance, matter or material on the premises.
 6. **Risk of Loss:** The risk of loss with respect to the Property shall be with the successful purchaser.
 7. **Possession:** Buyer shall only be entitled to possession at closing as set forth in the Purchase and Sale Agreement. The Property may be occupied by third parties at the time of the Sale and closing, and the Property is sold subject to any claims such third parties may have to continue possession.
 8. **Applicable Law:** This real estate auction is being conducted subject to Maine real estate law; Maine auction law, 32 M.R.S.A. Chapter 5A; Section 2-328 of the Maine UCC (11 M.R.S.A. § 2-328) and the Maine Statute of Frauds.
 9. **Bidder's Card:** By signing for a bid number, or executing a sealed bidder's auction offer

form, the bidder has signed a written and binding contract agreeing to all of the terms and conditions set forth herein. If you do not agree with any of the terms or conditions set forth above, please return your bid number to the auctioneer immediately. Proxy bids are subject to all terms and conditions of sale as listed herein or announced at the Sale. Any party submitting a proxy bid must be available, or have a representative available, to execute a purchase and sale agreement at the time of the Sale, in the form provided at the Sale, and such representative must provide documentation satisfactory to Bank that the representative is duly and appropriately authorized to act on behalf of the parties submitting the proxy bid.

10. **Conflict with Purchase and Sale Agreement:** In the event of a conflict between these Terms and Conditions of Sale and the terms of the Purchase and Sale Agreement executed by the Bank and the successful bidder, the Purchase and Sale Agreement shall control.
11. **Auctioneer:** The name and address of the auctioneer are as follows: Keenan Auction Company, (207) 885-5100, One Runway Road, South Portland, Maine 04106.

Dated: January 7, 2010

NORTHEAST BANK

By: /s/ Bruce B. Hochman
Printed Name: Bruce B. Hochman
Its: Attorney

PURCHASE AND SALE AGREEMENT

240 Mill Street, Auburn, Maine

This Agreement entered into this ____day of _____, 2010 is by and between Northeast Bank f/k/a Northeast Bank, FSB, having a place of business in the City of Lewiston, Androscoggin County, Maine, hereinafter sometimes called "Seller," and _____, whose mailing address is _____, hereinafter sometimes called "Buyer."

WITNESSETH:

WHEREAS, Seller is desirous of selling all of its right, title and interest in and to certain land, improvements and fixtures (the "Real Estate") situated in Auburn, County of Androscoggin, Maine which Real Estate is more particularly described on Exhibit A attached hereto and by this reference made a part hereof, and

WHEREAS, Buyer is desirous of purchasing the Property at public sale for the sum of \$_____ (the "Purchase Price");

NOW THEREFORE, Seller, in consideration of a deposit of \$10,000.00 (the "Deposit"), the receipt of which is hereby acknowledged, does hereby agree to sell and convey the Property for the Purchase Price, plus all sales taxes applicable to the sale of the Property and Buyer agrees to purchase the same for the said price upon the following terms and conditions:

1. Seller agrees, at the time of closing and upon receipt of the balance due of the Purchase Price, to execute and deliver to Buyer a Quitclaim Deed without Covenant for the Real Estate (the "Deed"). Seller hereby states and Buyer hereby acknowledges that title to the Property is subject to the following easements, restrictions, encumbrances and other matters of record:
 - a. Any bankruptcy proceedings, and any and all provisions of federal, state or municipal

zoning, subdivision or land use regulations, including without limitation, the provisions of 7 M.S.R.A. § 41 (Agricultural and Adjacent Development Law), and any other ordinances, municipal or quasi-municipal regulations, moratoriums or private laws;

- b. Any condition which a physical examination of the Property might reveal;
 - c. Any encumbrances or encroachments that an adequate survey of the Real Estate, by a competent surveyor, might reveal.
 - d. Rights of parties in possession, if any;
 - e. Unrecorded liens, including but not limited to, mechanics or material liens, and liens for costs relating to hazardous substance sites pursuant to 38 M.R.S.A. § 1731, and recorded liens against all others than owners of record;
2. Buyer agrees to accept conveyance of the Property subject to all of the above easements, covenants, restrictions, encumbrances and other matters set forth or referred to above.
3. **BUYER ACKNOWLEDGES THAT BUYER HAS HAD AN OPPORTUNITY TO INSPECT THE PROPERTY AND THAT THE PROPERTY WILL BE SOLD “AS IS, WHERE IS” AND “WITH ALL FAULTS.” SELLER, AND ITS AGENTS, MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ACCURACY OF ANY STATEMENT AS TO BOUNDARIES OR ACREAGE, OR AS TO ANY OTHER MATTERS CONTAINED IN ANY DESCRIPTION OF THE PROPERTY, OR AS TO THE FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE, OR AS TO DEVELOPMENT RIGHTS, MERCHANTABILITY, HABITABILITY, OR AS TO ANY OTHER MATTER, INCLUDING, WITHOUT LIMITATION, LAND USE, ZONING AND SUBDIVISION ISSUES OR THE ENVIRONMENTAL, MECHANICAL OR STRUCTURAL CONDITION OF THE PROPERTY. FURTHERMORE, SELLER AND ITS AGENTS, MAKE NO REPRESENTATIONS OR**

WARRANTIES REGARDING THE NUMBER, QUANTITY, QUALITY OR COUNT OF ANY ITEMS OF PERSONAL PROPERTY. ACCEPTANCE BY BUYER OF THE DEED AND BILL OF SALE AT CLOSING AND PAYMENT OF THE PURCHASE PRICE SHALL BE DEEMED TO BE FULL PERFORMANCE AND DISCHARGE BY SELLER OF EVERY AGREEMENT AND OBLIGATION CONTAINED HEREIN.

4. Buyer acknowledges that Buyer has not been influenced to enter into this transaction by Seller, or any Seller's agents, and Buyer has not relied upon any warranties or representations not set forth in this Agreement. Buyer acknowledges that Buyer has retained such professionals that Buyer deems necessary to determine the presence of any hazardous substances, hazardous wastes, asbestos, oil and petroleum waste, lead paint, urea formaldehyde foam insulation or other liability causing substances on, in, over or under the Property or any portion thereof.
5. Buyer agrees, at closing, to pay to Seller the balance of the Purchase Price in immediately available U.S. funds, cash or certified check, made payable to Seller and that acceptance of the Deed and Bill of Sale in consideration therefore by Buyer shall constitute a reaffirmation of the agreements, representations, warranties and acknowledgments of Buyer as set forth herein.
6. The closing shall be held at 10:00 a.m. on March 22, 2010 at 477 Congress Street, 14th Floor, Portland, Maine, or such earlier date, time and place as Buyer and Seller may agree upon in writing.
7. It is agreed that time is of the essence to this Agreement and the closing.
8. If Seller fails to close, for any reason other than default of Buyer, Seller shall promptly return the Deposit to Buyer and Buyer shall not have any other or further claims against Seller. Buyer agrees that in the event that Buyer fails to close then, in addition to any other remedy

available to Seller hereunder or under applicable law, at Seller's sole and exclusive option, the rights of Buyer hereunder shall be assigned to Seller, or to Seller's nominee, without further notice or demand and Seller, or Seller's nominee, may consummate this Agreement in accordance with its terms.

9. If Buyer fails to pay the Purchase Price within the time set forth herein and/or fails to comply with any of the provisions of this Agreement, Seller may retain the Deposit as liquidated damages. In addition, the Property may be resold in any manner to any party and any deficiency, together with all expenses and costs of resale (including attorneys fees), will be paid by Buyer.
10. All unpaid real estate and/or personal property taxes due to Auburn, Maine, plus interest, fees and costs, and other assessments and charges, including, but not limited to, water charges and sewer charges, attributable to the Property shall be the exclusive responsibility of, and shall be paid by, Buyer. Buyer shall also have exclusive responsibility for, and shall pay, any and all taxes imposed upon either Buyer or Seller upon the transfer or receipt of title to the Real Estate as provided by 36 M.R.S.A. § 4641-A, et seq. Any and all unpaid condominium fees and/or assessments are also the responsibility of, and shall be paid by, Buyer.
11. Buyer agrees that there is no real estate broker involved in this sale through any contract with Buyer and that no one is due a commission in conjunction with the sale or purchase of the Property. The agreements under this paragraph shall survive closing or termination of this Agreement.
12. Only the Seller shall be bound by this Agreement and no shareholder, director, employee, agent, parent corporation or officer of Seller shall be personally liable for any obligation, express or implied, hereunder. All notices which a party to this Agreement may desire to give hereunder shall be in writing and shall be given by U.S. mail, postage prepaid, or by

recognized overnight delivery service, return-receipt requested, with postage prepaid, which service obtains a signature on delivery, or by hand delivery or telecopy, addressed to the parties as follows:

If to Seller: Northeast Bank
P.O. Box 2017
Lewiston, ME 04241-2017
ATTN: Marilyn H. Thomas, Vice President and Director of
Managed Assets

With a copy to: Bruce B. Hochman, Esquire
477 Congress Street, 14th Floor
Portland, ME 04112-5215

If to Buyer: _____

13. Any party may designate another addressee (or a different address) for notices hereunder by notice given pursuant to this paragraph. A notice sent in compliance with the provisions of this paragraph shall be deemed given on the business day following the day on which the notice is sent, unless such notice is given by telecopy or hand delivery, in which case such notice shall be deemed to have been given on the day that it is sent.
14. Buyer represents to Seller that he/she/it has the financial capacity and financial resources to effect a closing within the time period specified by, and on the terms and conditions provided by, this Agreement. Buyer's obligation to purchase the Property is **NOT** conditioned, in whole or in part, upon Buyer's ability to obtain financing for the Purchase Price, or any portion thereof.
15. Buyer shall have no right to possession of the Property at any time prior to closing. All risk of loss to the Property shall be born by Buyer prior to delivery of the Deed. In the event of casualty loss, Seller, at its sole and exclusive option, may terminate this Agreement in which case Seller's sole liability shall be to return the Deposit to Buyer.

16. The sale described herein is subject to all terms and conditions set forth in the Notice of Sale published in the *Lewiston Sun Journal* on January 2, 2010; January 9, 2010 and January 16, 2010 and to other terms and conditions announced at the auction.
17. This Agreement shall be construed as a Maine contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns, and may only be canceled, modified or amended by written instrument executed by both Seller and Buyer. Any captions contained herein are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties. This Agreement contains no contingencies and represents the Buyer's absolute obligation to purchase the Property in accordance with the terms hereof. All of the auction terms and conditions, written and oral, of the auction at which Buyer bid on the Property are incorporated herein by reference. In the case of a conflict with such terms and conditions, the terms of this Purchase and Sale Agreement shall govern. This Agreement may not be assigned by Buyer absent Seller's consent and any purported assignment shall be void and have no effect. This Agreement may be assigned by Seller in accordance with the provisions of Paragraph 6 above. This Agreement represents the entire understanding and agreement of the parties hereto and Seller and Buyer acknowledge that neither is relying upon any statement or representation, written or oral, of any party or person which has not been embodied in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first mentioned above.

**NORTHEAST BANK, f/k/a
NORTHEAST BANK, FSB**

By: _____
Printed Name: Marilyn H. Thomas
Its: Vice President and Director of Managed
Assets

BUYER

Printed Name:
Social Security #/Federal Tax I.D. #

EXHIBIT A
Legal Description of Property

Certain lots or parcels of land in Auburn, County of Androscoggin, State of Maine, bounded and described as follows:

Parcel 1: Being Lots numbered eleven (11), twelve (12), thirteen (13), fourteen (14) and fifteen (15) in block 50-E as shown on plan of house lots in New Auburn made by John Collins, April 1, 1933, recorded in the Androscoggin County Registry of Deeds, Book of Plans, Volume 2, Page 266.

Being the same premises described in the deed from A. Robert St. Hilaire, Jr. to A. Robert St. Hilaire, Jr., Inc. dated March 8, 1978 and recorded in the Androscoggin County Registry of Deeds in Book 1390, Page 25.

Parcel 2: Beginning at a stake set in the westerly sideline of said Mill Street next to a Central Maine Power Company pole designated as post 24 1000L which point of beginning may also be located as being sixty-five (65) feet, more or less, as measured westerly from the intersection of the easterly sideline of said Mill Street and the southerly sideline of Ninth Street; thence from said point of beginning in a general northerly direction by the westerly sideline of said Mill Street three hundred (300) feet, more or less, to a stake set in the ground and other land of H & L Russell Co.; thence westerly by other land of said Russell Co. one hundred (100) feet, more or less, to a stake set in the ground; thence southerly by other land of said Russell Co. and maintaining a distance of one hundred (100) feet from the westerly sideline of said Mill Street a distance of three hundred (300) feet, more or less, to a stake set in the ground and other land of said Russell Co.; thence easterly by other land of Russell Co. one hundred (100) feet, more or less, to the point of beginning.

Being the same premises described in a deed from A. Robert St. Hilaire, Jr. to A. Robert St. Hilaire, Jr., Inc. dated August 28, 1979 and recorded in the Androscoggin County Registry of Deeds in Book 1423, Page 208.

Subject to the terms and conditions of the Indenture between Central Maine Power Company and H. & L. Russell Co. dated January 4, 1961 and recorded in Book 842, Page 383.

QUITCLAIM DEED WITHOUT COVENANT
Release Deed

KNOW ALL MEN BY THESE PRESENTS, that **NORTHEAST BANK f/k/a NORTHEAST BANK, FSB**, a Banking Corporation, having a place of business in Lewiston, Androscoggin County, Maine (“Grantor”), in consideration of One Dollar (\$1.00) and other valuable consideration paid by _____, having a mailing address of _____ (“Grantee”), the receipt whereof is hereby acknowledged, does hereby remise, release, bargain, sell and convey, and forever quitclaim unto the said Grantee, its successors and assigns forever, all of its right, title and interest in and to the real estate situated at 240 Mill Street, in the City of Auburn, County of Androscoggin, and State of Maine and being more particularly bounded and described on the Exhibit A attached hereto and incorporated herein by reference (the “Property”).

TO HAVE AND TO HOLD the same, together with all of the privileges and appurtenances thereunto belonging to the said Grantee, its successors and assigns forever.

THE PROPERTY HEREBY CONVEYED IS SOLD “AS IS, WHERE IS AND WITH ALL FAULTS.” GRANTOR, AND ITS AGENTS, MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ACCURACY OF ANY STATEMENT AS TO THE BOUNDARIES OR ACREAGE OF THE PROPERTY, OR AS TO ANY OF THE MATTERS CONTAINED IN ANY DESCRIPTION OF THE PROPERTY, OR AS TO THE FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE, OR AS TO DEVELOPMENT RIGHTS, MERCHANTABILITY, HABITABILITY, OR AS TO ANY OTHER MATTER, INCLUDING WITHOUT LIMITATION, LAND USE, ZONING AND SUBDIVISION ISSUES.

Conveyance of the Property is also subject to all unpaid real estate, if any, due to the City of Auburn, Maine, together with interest, fees and costs thereon, and all other assessments and charges including, but not limited to, sewer and water charges, now or hereafter due.

Evidence of compliance with 14 M.R.S.A. §6323 sub-§1 is attached hereto and incorporated herein.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed and delivered in its name by Marilyn H. Thomas, Vice President and Director of Managed Assets, Northeast Bank, hereunto duly authorized this ____ day of _____, 2010.

SIGNED, SEALED AND DELIVERED
in the presence of

NORTHEAST BANK F/K/A
NORTHEAST BANK, FSB

By: _____
Printed Name: Marilyn H. Thomas
Its: Vice President and Director of Managed
Assets

STATE OF MAINE

_____, ss.

_____, __, 20__

Personally appeared the above-named Marilyn H. Thomas, Vice President and Director of Managed Assets Northeast Bank f/k/a Northeast Bank, FSB and acknowledged the foregoing instrument to be her free act and deed in her capacity, and the free act and deed of Northeast Bank f/k/a Northeast Bank, FSB.

Before me,

Notary Public/Attorney-at-Law

Printed Name:

EXHIBIT A
Legal Description of Property

Certain lots or parcels of land in Auburn, County of Androscoggin, State of Maine, bounded and described as follows:

Parcel 1: Being Lots numbered eleven (11), twelve (12), thirteen (13), fourteen (14) and fifteen (15) in block 50-E as shown on plan of house lots in New Auburn made by John Collins, April 1, 1933, recorded in the Androscoggin County Registry of Deeds, Book of Plans, Volume 2, Page 266.

Being the same premises described in the deed from A. Robert St. Hilaire, Jr. to A. Robert St. Hilaire, Jr., Inc. dated March 8, 1978 and recorded in the Androscoggin County Registry of Deeds in Book 1390, Page 25.

Parcel 2: Beginning at a stake set in the westerly sideline of said Mill Street next to a Central Maine Power Company pole designated as post 24 1000L which point of beginning may also be located as being sixty-five (65) feet, more or less, as measured westerly from the intersection of the easterly sideline of said Mill Street and the southerly sideline of Ninth Street; thence from said point of beginning in a general northerly direction by the westerly sideline of said Mill Street three hundred (300) feet, more or less, to a stake set in the ground and other land of H & L Russell Co.; thence westerly by other land of said Russell Co. one hundred (100) feet, more or less, to a stake set in the ground; thence southerly by other land of said Russell Co. and maintaining a distance of one hundred (100) feet from the westerly sideline of said Mill Street a distance of three hundred (300) feet, more or less, to a stake set in the ground and other land of said Russell Co.; thence easterly by other land of Russell Co. one hundred (100) feet, more or less, to the point of beginning.

Being the same premises described in a deed from A. Robert St. Hilaire, Jr. to A. Robert St. Hilaire, Jr., Inc. dated August 28, 1979 and recorded in the Androscoggin County Registry of Deeds in Book 1423, Page 208.

Subject to the terms and conditions of the Indenture between Central Maine Power Company and H. & L. Russell Co. dated January 4, 1961 and recorded in Book 842, Page 383.

**EVIDENCE OF COMPLIANCE WITH 14 M.R.S.A §6323 SUB-§1
QUITCLAIM DEED WITHOUT COVENANT DATED _____
FROM NORTHEAST BANK F/K/A NORTHEAST BANK, FSB TO**

Grantor has acquired its title in property located at 240 Mill Street, Auburn, Androscoggin County, Maine (the “Premises”) by virtue of the institution and completion of foreclosure proceedings in connection with a certain mortgage given by Ernest L. Russell to Northeast Bank, FSB dated December 14, 2005 and recorded in the Androscoggin County Registry of Deeds on December 19, 2005 in Book 6614, Page 114 (the “Mortgage”). The Mortgage interests which were foreclosed are described with more particularity in a Stipulated Judgment of Foreclosure and Order of Sale dated November 18, 2009 entered in the Androscoggin County Superior Court, in an action brought by *Northeast Bank f/k/a Northeast Bank, FSB v. The Estate of Ernest L. Russell, Wendy J. Russell, Personal Representative*, Docket No. RE-09-98. An attested copy of the Clerk’s Certificate was duly recorded in the Androscoggin County Registry of Deeds on November 19, 2009 in Book 7832, Page 26, and said statutory period, having been voluntarily shortened by the Defendant, has hereby elapsed.

Subsequently, and pursuant to the terms of the Statute under which Grantor proceeded, a public sale was held on February 5, 2010 after notification by newspaper publication in the *Lewiston Sun Journal* on January 2, 2010, January 9, 2010 and January 16, 2010. Grantee was the highest bidder at the public sale, and the Notice of Report of Sale will be filed with the Androscoggin County Superior Court in accordance with the terms of the Statute under which Grantor has proceeded.