

NOTICE OF PUBLIC SALE

14 M.R.S.A. § 6323

Property located at Whispering Willow Lane, Dayton, Maine
(Mortgage at Book 15130, Page 587)

Notice is hereby given that in accordance with a Judgment of Foreclosure and Order of Sale dated October 21, 2009, which judgment was entered by the York County Superior Court in the case of *Savings Bank of Maine f/k/a Rivergreen Bank vs. Patrick R. Frasier, et al.*, Docket No. RE-09-066, the Court adjudged a foreclosure of a mortgage deed executed by Patrick R. Frasier dated April 9, 2007 and recorded on April 12, 2007 in the York County Registry of Deeds in Book 15130, Page 587; the statutory period of redemption from said judgment having expired, a public sale will be conducted on April 5, 2010 commencing at 11:00 a.m. at The Ninety-Nine Restaurant, 444 Alfred Street in Biddeford, Maine. The property is also described on the Dayton Tax Maps as Map 5, Lots 19, 19-5, 9-7, and 19-8. Reference should be had to said mortgage deed for a more complete legal description of the property to be conveyed.

The property will be sold by public auction subject to all outstanding municipal assessments and encumbrances. The deposit to bid is \$10,000.00, to be increased to 10% of the bid amount within five days of the public sale, and with the balance due and payable within 45 days of the public sale. All other terms and conditions of the sale will be available from the auctioneer.

For more information on the above-described Property containing the legal description, legal and bidding details, as well as additional terms, contact Tranzon Auction Properties, 93 Exchange Street, Portland, Maine 04112 (207-775-4300) or visit http://www.lambertcoffin.com/foreclosure_sales.php.

TERMS AND CONDITIONS OF SALE

Savings Bank of Maine f/k/a Rivergreen Bank v. Patrick Frasier
and Maine Department of Labor and Maine Revenue Services

Mortgage Foreclosure Auction on Property
Located at Whispering Willow Lane, Dayton, Maine
On April 5, 2010
At 11:00 a.m.

Savings Bank of Maine f/k/a Rivergreen Bank, as foreclosing mortgagee, (“Bank”), will conduct a public auction in order to sell certain real estate located at Whispering Willow Lane, Dayton, Maine, and the fixtures located thereon (the “Property”) as more particularly described in the mortgage given by Patrick Frasier to Savings Bank of Maine f/k/a Rivergreen Bank dated April 9, 2007 and recorded in the York County Registry of Deeds on in Book 15130, Page 587. The mortgage interest being foreclosed is also described with more particularity in a Judgment of Foreclosure and Order of Sale dated October 21, 2009 and entered in the York County Superior Court in an action brought by *Savings Bank of Maine f/k/a Rivergreen Bank v. Patrick R. Frasier and Maine Department of Labor and Maine Revenue Service*, Docket No. RE-09-066.

1. **Date/Place of Sale:** The Property shall be sold on April 5, 2010 commencing at 11:00 a.m. at The Ninety-Nine Restaurant, 444 Alfred Street, Biddeford, Maine (the “Sale”).
2. **Nature of Sale:** The Bank is foreclosing on the mortgage described above which was granted by Patrick R. Frasier. 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 *Journal Tribune* on February 27, 2010, March 6, 2010 and March 13, 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. The Bank reserves the right to modify the documents to allow for individual lots to be sold separately.
 - 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. The deposit shall be increased to an amount equal to ten percent (10%) of the successful bid within five (5) calendar days of the auction but shall not be less than \$10,000.00.

E. The Property shall be sold subject to any outstanding real estate taxes assessed by and due and payable to the town of Dayton, 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 May 20, 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 April 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: Tranzon Auction Properties, (207) 775-4300, 93 Exchange Street, Portland, Maine 04101.

Dated: February 22, 2010

SAVINGS BANK OF MAINE
f/k/a Rivergreen Bank

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

PURCHASE AND SALE AGREEMENT

Whispering Willow Lane

This Agreement entered into this ____day of _____, 2010 is by and between Savings Bank of Maine f/k/a Rivergreen Bank, having a place of business in the City of Gardiner, Kennebec 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 Dayton, County of York, 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”), plus \$_____ to be paid within five (5) calendar days of today’s date, for a total deposit of \$_____ (10% of the purchase price) receipt of \$10,000.00 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 May 20, 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 Dayton, 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: Savings Bank of Maine
ATTN: Randall J. Clark
P.O. Box 190
Gardiner, ME 04345

With a copy to: Bruce B. Hochman, Esquire
Lambert Coffin
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 *Journal Tribune* on February 27, 2010, March 6, 1020 and March 13, 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.

SAVINGS BANK OF MAINE
f/k/a Rivergreen Bank

By: _____
Printed Name: Randall J. Clark
Its: Senior Vice President

BUYER

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

EXHIBIT A
Legal Description of Property
EXHIBIT A

Parcel One:

A certain lot or parcel of land situated in Dayton, County of York and State of Maine, bounded and described as follows:

All my interest in and to that certain lot or parcel of land in the said Town of Dayton lying on the westerly side of the Hollis Road, so-called, and;

Bounded on the Northeast by the Hollis Road and by that parcel of land conveyed to Beth Ann McMahon by deed dated January 13, 1994, recorded in the York County Registry of Deeds in Book 7025, Page 122;

Bounded on the Southeast by the following: that parcel of land conveyed by Norman Tripp and Barbara Tripp by deed dated August 14, 1968 and recorded in the said Registry in Book 1814, Page 267; that parcel of land conveyed to Dorothy White by deed dated September 19, 1996 and recorded in said Registry in Book 8002, Page 32; and land now or formerly of Carl Slick and G. Pol Hermes and/or land of others unknown;

Bounded on the Southwest by land of others unknown; and

Bounded on the Northwest by land now or formerly of David Grantham and/or land of others unknown; Containing thirty-five (35) acres, more or less.

This conveyance is subject to a right-of-way as more particularly described in that deed to Beth Ann McMahon recorded in the York County Registry of Deeds in Book 9310, Page 39.

Excepting therefrom, however, the following parcels of land and interests conveyed:

1. Deed of Kathleen Steffan to Kathleen Steffan and Thomas Steffan dated December 2, 2002, and recorded in York Registry of Deeds in Book 12345, Page 226; and
2. Deed of Kathleen Steffan to Richard Barkoff et al dated April 12, 2005, and recorded at York Registry of Deeds in Book 14431, Page 163.

Parcel Two:

A certain lot or parcel of land located southeasterly of, but not adjacent thereto, the southeasterly sideline of a private road known as Whispering Willow Lane, in the Town of Dayton, County of York and State of Maine and shown on a plan titled "Standard Boundary Survey and Division Plan Land of Thomas Steffan Hollis Road Dayton, Maine" dated June 2004 as revised through July 1, 2004 by Berry Huff McDonald Milligan, Inc.; said parcel being more particularly described as follows:

Beginning at a capped iron rod found (PLS # 2190) at the southerly corner of land now or formerly of Dorothy White and the easterly corner of land now or formerly of Kathleen Steffan and the northwesterly corner of remaining land of Mark P. Chabot as shown on aforesaid plan; said point of

beginning being S 37° 33' 51" E a distance of 296.79 feet from a capped iron rod found (PLS # 2190) on the southeasterly sideline of said Whispering Willow Lane at the westerly corner of land of said White;

Thence from said point of beginning S 34° 56' 18" E along the remaining land of said Chabot a distance of 318.34 feet to a capped iron rod found (PLS # 779) and other land of Thomas Steffan;

Thence S 52° 12' 51" W along the other land of Thomas F. Steffan a distance of 241.68 feet to a capped iron rod found (PLS # 779);

Thence N 37° 48' 39" W along the other land of Thomas F. Steffan a distance of 316.02 feet to a capped iron rod found (PLS # 779) the land of said Kathleen Steffan;

Thence N 51° 47' 03" E along the land of said Kathleen Steffan a distance of 257.64 feet to the point of beginning.

The above described parcel contains 79,129 square feet. All bearing refer to Magnetic North as observed in 2003. This is a conveyance to an abutting property owner.

Parcel Three:

A certain lot or parcel of land, situated in said Town of Dayton on the westerly side of said Hollis Road, formerly known as New County Road and bounded and described as follows:

Beginning at a point on the New County Road, so-called, at land now or formerly of the Buck sisters;

Thence in a southwesterly direction by said Pope Lot to a corner, and land now or formerly of Amaziah Davis to the Pope Lot, so-called;

Thence in a southeasterly direction by said Pope Lot to a corner, and land now or formerly of Clark Cole;

Thence in a northeasterly direction by said Cole land to two gray birches;

Thence by Pot Hook Brook, so-called, to an iron post in the ground;

Thence in a southeasterly direction to land of the said Buck sisters;

Thence in a southeasterly direction by the said Buck land to the New County Road, so-called;

Thence in a northwesterly direction by the said Buck land to the New County Road to the point of beginning.

Excepting out therefrom that parcel of land conveyed from Pol G. Hermes to Karl Slick by a QuitClaim Deed with Covenant dated May 28, 1993 and recorded in the York County Registry of Deeds in Book 6550, Page 178 and subject to any and all covenants, conditions and restrictions stated therein.

Also excepting therefrom the premises described in deed of Pol G. Hermes as Trustee of the Pol G. Hermes Trust to Omer L. Gagnon dated August 27, 2003 and recorded in the York County Registry of Deeds in Book 13401, Page 27.

Also included herewith in common with others who may have similar rights through a perpetual right-of-way and easement reserved in deed of Pol G. Hermes to Karl Slick dated May 28, 1993 and recorded in the York County Registry of Deeds in Book 6560, Page 178.

Excepting from Parcel Two and Parcel Three, however the following parcels of land and interest conveyed;

1. Deed of Thomas F. Steffan to Mark P. Chabot dated August 4, 2004, and recorded in York Registry of Deeds in Book 14186, Page 50.
2. Deed of Thomas F. Steffan to Kathryn E. Darrah et al dated November 19, 2004, and recorded in the York Registry of Deeds in Book 14303, Page 46, as confirmed by deed dated March 30, 2005, and recorded in York Registry of Deeds in Book 14414, Page 834.

The above described premises are conveyed subject to and together with the benefit of the following rights and easements to be used in common with all others who may now have or may hereinafter be granted rights in and to the use of the same.

1. Rights and easements set forth in deed of Dorothy White to Kathleen Steffan and Thomas F. Steffan dated April 21, 2004, and recorded in York Registry of Deeds in Book 14054, Page 117; and
2. Rights and easements set forth in deed of Kathleen Steffan to Thomas F. Steffan dated April 30, 2004, and recorded in York Registry of Deeds in Book 14069, Page 359; and
3. Rights and easements set forth in deed of Thomas Steffan to Central Maine Power Company recorded in York Registry of Deeds in Book 14403, Page 566.

Also excepting therefrom that lot or parcel and easement rights set forth in “Suggested Deed description, Proposed Lot A, Whispering Willow Lane, Dayton, Maine.”

The above described premises are conveyed subject to the restrictions set forth in Exhibit B attached hereto, provided, however that nothing shall prevent the owner of said premises from seeking and obtaining appropriate governmental approvals for subdivision of the land so conveyed into smaller residential lots subject to these restriction, provided, however that Kathleen Steffan, both individually and in her capacity as Personal Representative aforesaid, hereby released that portion of the above described premises which lies westerly or southwesterly of Pothook Brook, so-called, from the terms of said restrictions. Nothing herein shall be construed as a representation that enforcement rights do not exist in others as a result of previous conveyances.

PURCHASE AND SALE AGREEMENT

Whispering Willow Lane

This Agreement entered into this ____day of _____, 2010 is by and between Savings Bank of Maine f/k/a Rivergreen Bank, having a place of business in the City of Gardiner, Kennebec 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 Dayton, County of York, 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”), plus \$_____ to be paid within five (5) calendar days of today’s date, for a total deposit of \$_____ (10% of the purchase price) receipt of \$10,000.00 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:

- 18. 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;
19. 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.
20. **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.

21. 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.
22. 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.
23. The closing shall be held at 10:00 a.m. on May 20, 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.
24. It is agreed that time is of the essence to this Agreement and the closing.
25. 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.

26. 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.
27. All unpaid real estate and/or personal property taxes due to Dayton, 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.
28. 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.
29. 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: Savings Bank of Maine
ATTN: Randall J. Clark
P.O. Box 190
Gardiner, ME 04345

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

If to Buyer: _____

30. 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.
31. 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.
32. 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.
33. The sale described herein is subject to all terms and conditions set forth in the Notice of Sale published in the *Journal Tribune* on February 27, 2010, March 6, 1020 and March 13, 2010 and to other terms and conditions announced at the auction.

34. 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.

SAVINGS BANK OF MAINE
f/k/a Rivergreen Bank

By: _____
Printed Name: Randall J. Clark
Its: Senior Vice President

BUYER

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

EXHIBIT A
Legal Description of Property
EXHIBIT A

Parcel One:

A certain lot or parcel of land situated in Dayton, County of York and State of Maine, bounded and described as follows:

All my interest in and to that certain lot or parcel of land in the said Town of Dayton lying on the westerly side of the Hollis Road, so-called, and;

Bounded on the Northeast by the Hollis Road and by that parcel of land conveyed to Beth Ann McMahon by deed dated January 13, 1994, recorded in the York County Registry of Deeds in Book 7025, Page 122;

Bounded on the Southeast by the following: that parcel of land conveyed by Norman Tripp and Barbara Tripp by deed dated August 14, 1968 and recorded in the said Registry in Book 1814, Page 267; that parcel of land conveyed to Dorothy White by deed dated September 19, 1996 and recorded in said Registry in Book 8002, Page 32; and land now or formerly of Carl Slick and G. Pol Hermes and/or land of others unknown;

Bounded on the Southwest by land of others unknown; and

Bounded on the Northwest by land now or formerly of David Grantham and/or land of others unknown; Containing thirty-five (35) acres, more or less.

This conveyance is subject to a right-of-way as more particularly described in that deed to Beth Ann McMahon recorded in the York County Registry of Deeds in Book 9310, Page 39.

Excepting therefrom, however, the following parcels of land and interests conveyed:

1. Deed of Kathleen Steffan to Kathleen Steffan and Thomas Steffan dated December 2, 2002, and recorded in York Registry of Deeds in Book 12345, Page 226; and
2. Deed of Kathleen Steffan to Richard Barkoff et al dated April 12, 2005, and recorded at York Registry of Deeds in Book 14431, Page 163.

Parcel Two:

A certain lot or parcel of land located southeasterly of, but not adjacent thereto, the southeasterly sideline of a private road known as Whispering Willow Lane, in the Town of Dayton, County of York and State of Maine and shown on a plan titled "Standard Boundary Survey and Division Plan Land of Thomas Steffan Hollis Road Dayton, Maine" dated June 2004 as revised through July 1, 2004 by Berry Huff McDonald Milligan, Inc.; said parcel being more particularly described as follows:

Beginning at a capped iron rod found (PLS # 2190) at the southerly corner of land now or formerly of Dorothy White and the easterly corner of land now or formerly of Kathleen Steffan and the northwesterly corner of remaining land of Mark P. Chabot as shown on aforesaid plan; said point of

beginning being S 37° 33' 51" E a distance of 296.79 feet from a capped iron rod found (PLS # 2190) on the southeasterly sideline of said Whispering Willow Lane at the westerly corner of land of said White;

Thence from said point of beginning S 34° 56' 18" E along the remaining land of said Chabot a distance of 318.34 feet to a capped iron rod found (PLS # 779) and other land of Thomas Steffan;

Thence S 52° 12' 51" W along the other land of Thomas F. Steffan a distance of 241.68 feet to a capped iron rod found (PLS # 779);

Thence N 37° 48' 39" W along the other land of Thomas F. Steffan a distance of 316.02 feet to a capped iron rod found (PLS # 779) the land of said Kathleen Steffan;

Thence N 51° 47' 03" E along the land of said Kathleen Steffan a distance of 257.64 feet to the point of beginning.

The above described parcel contains 79,129 square feet. All bearing refer to Magnetic North as observed in 2003. This is a conveyance to an abutting property owner.

Parcel Three:

A certain lot or parcel of land, situated in said Town of Dayton on the westerly side of said Hollis Road, formerly known as New County Road and bounded and described as follows:

Beginning at a point on the New County Road, so-called, at land now or formerly of the Buck sisters;

Thence in a southwesterly direction by said Pope Lot to a corner, and land now or formerly of Amaziah Davis to the Pope Lot, so-called;

Thence in a southeasterly direction by said Pope Lot to a corner, and land now or formerly of Clark Cole;

Thence in a northeasterly direction by said Cole land to two gray birches;

Thence by Pot Hook Brook, so-called, to an iron post in the ground;

Thence in a southeasterly direction to land of the said Buck sisters;

Thence in a southeasterly direction by the said Buck land to the New County Road, so-called;

Thence in a northwesterly direction by the said Buck land to the New County Road to the point of beginning.

Excepting out therefrom that parcel of land conveyed from Pol G. Hermes to Karl Slick by a QuitClaim Deed with Covenant dated May 28, 1993 and recorded in the York County Registry of Deeds in Book 6550, Page 178 and subject to any and all covenants, conditions and restrictions stated therein.

Also excepting therefrom the premises described in deed of Pol G. Hermes as Trustee of the Pol G. Hermes Trust to Omer L. Gagnon dated August 27, 2003 and recorded in the York County Registry of Deeds in Book 13401, Page 27.

Also included herewith in common with others who may have similar rights through a perpetual right-of-way and easement reserved in deed of Pol G. Hermes to Karl Slick dated May 28, 1993 and recorded in the York County Registry of Deeds in Book 6560, Page 178.

Excepting from Parcel Two and Parcel Three, however the following parcels of land and interest conveyed;

1. Deed of Thomas F. Steffan to Mark P. Chabot dated August 4, 2004, and recorded in York Registry of Deeds in Book 14186, Page 50.
2. Deed of Thomas F. Steffan to Kathryn E. Darrah et al dated November 19, 2004, and recorded in the York Registry of Deeds in Book 14303, Page 46, as confirmed by deed dated March 30, 2005, and recorded in York Registry of Deeds in Book 14414, Page 834.

The above described premises are conveyed subject to and together with the benefit of the following rights and easements to be used in common with all others who may now have or may hereinafter be granted rights in and to the use of the same.

1. Rights and easements set forth in deed of Dorothy White to Kathleen Steffan and Thomas F. Steffan dated April 21, 2004, and recorded in York Registry of Deeds in Book 14054, Page 117; and
2. Rights and easements set forth in deed of Kathleen Steffan to Thomas F. Steffan dated April 30, 2004, and recorded in York Registry of Deeds in Book 14069, Page 359; and
3. Rights and easements set forth in deed of Thomas Steffan to Central Maine Power Company recorded in York Registry of Deeds in Book 14403, Page 566.

Also excepting therefrom that lot or parcel and easement rights set forth in “Suggested Deed description, Proposed Lot A, Whispering Willow Lane, Dayton, Maine.”

The above described premises are conveyed subject to the restrictions set forth in Exhibit B attached hereto, provided, however that nothing shall prevent the owner of said premises from seeking and obtaining appropriate governmental approvals for subdivision of the land so conveyed into smaller residential lots subject to these restriction, provided, however that Kathleen Steffan, both individually and in her capacity as Personal Representative aforesaid, hereby released that portion of the above described premises which lies westerly or southwesterly of Pothook Brook, so-called, from the terms of said restrictions. Nothing herein shall be construed as a representation that enforcement rights do not exist in others as a result of previous conveyances.