

REAL ESTATE AUCTION R18-249
28 ELM STREET, HOULTON, ME



FRIDAY, FEBRUARY 15TH @ 2:00 PM

2/15/19

28 ELM STREET, HOULTON, ME

PREVIEW: MONDAY, FEBRUARY 4TH @ 2-3:00 AM OR BY APPT.

MAP/LOT 034-001-198

± 0.31 ACRES

R18-249 Land / Residential

28 Elm Street, Houlton, ME

Map/Lot 034-001-198

± 0.31 Acres

Prepared for:

Bangor Savings Bank

Prepared by:

Central Maine Auction Center

Emily Tilton, Auction License #1621

CENTRAL MAINE AUCTION CENTER

44 CONCORD DRIVE, HERMON, MAINE 04401

(207) 848-7027 • CMAUCTIONCENTER.COM

FRIDAY, FEBRUARY 15TH @ 2:00 PM

Dear Prospective Bidder:

Bangor Savings Bank and Central Maine Auction Center, in conjunction with Adams Real Estate would like to announce auction R18-249. The real estate at 28 Elm Street in Houlton, ME, consists of \pm 0.31 acres of residential land.

The above property is subject to a \$2,500 deposit (nonrefundable to high bidder) in CASH or CERTIFIED U.S. FUNDS made payable to Bangor Savings Bank (deposited with Auctioneer as qualification to bid). The property will be sold by public auction as is-where is, subject to all outstanding municipal assessments.

Bangor Savings Bank, Central Maine Auction Center and Adams Real Estate make no warranties of any kind regarding its title to the property or the physical condition, location or value of the property, or compliance with any applicable federal, state or local law, ordinance and regulation, including zoning, or land use ordinances. Bidders must satisfy themselves to each of those matters as an ordinary and prudent buyer.

For further information regarding the property, the public sale bidding details, and additional terms, contact Central Maine Auction Center.

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

Central Maine Auction Center is available to assist you with any questions you may have regarding the property or our auction process. Our friendly, professional staff is committed to providing quality service and look forward to seeing you on auction day.

STATE OF MAINE
AROOSTOOK, ss.

SUPERIOR COURT
Docket No. HOUSC-RE-2018-6

BANGOR SAVINGS BANK,)
)
PLAINTIFF)
)
v.)
)
KIMBERLY S. BRIDGES, f/k/a)
KIMBERLY S. WELTON,)
)
DEFENDANT)
)

*****DISCLAIMER*****

Bangor Savings Bank and Central Maine 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 Bangor Savings Bank nor Central Maine 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.*** Interested bidders are urged to make such an independent investigation as to each of those matters to which an ordinary and prudent buyer would inquire.

Central Maine Auction Center, 44 Concord Drive, Hermon, Maine 04401 ■ (207) 848-7027 ■ www.cmauctioncenter.com ■ Philip Adams, Adams Real Estate, 186 State Street, Bangor, Maine 04401 ■ (207) 990-3929 ■ collectively, Auctioneer

William B. Devoe, Esq., Eaton Peabody, 80 Exchange Street, P.O. Box 1210, Bangor, ME 04402-1210 ■ (207) 947-0111 ■ www.eatonpeabody.com ■ Attorneys for Bangor Savings Bank

TERMS AND CONDITIONS OF PUBLIC SALE

Bangor Savings Bank v. Kimberly S. Bridges
28 Elm Street, Houlton, Aroostook County, Maine

The following are the terms and conditions of the public sale of the real property subject to a Mortgage Deed granted to Bangor Savings Bank by Kimberly S. Welton, n/k/a Kimberly S. Bridges, said Mortgage Deed having been foreclosed as described in the Judgment of Foreclosure and Sale dated July 30, 2018, and entered by the Superior Court for Aroostook County, Houlton, Maine, in the matter of Bangor Savings Bank v. Kimberly S. Bridges (Docket No. HOUSC-RE-2018-6).

1. The property to be sold includes the real estate, together with any improvements thereon, located generally at 28 Elm Street, Houlton, Aroostook County, Maine, more particularly described in the Mortgage Deed from Kimberly S. Welton, n/k/a Kimberly S. Bridges to Bangor Savings Bank dated May 20, 2014, and recorded in the Southern Aroostook County Registry of Deeds in Book 5306, Page 200 (the "Property"). No personal property is being sold with the Property, and bidders must satisfy themselves as to the legal character of specific property as real or personal in nature. Bangor Savings Bank reserves the right, but not the obligation, for itself and its assigns, to remove any personal property from the Property without liability of any kind to the purchaser of the Property for any loss, injury, or damage sustained as a result of the storage or removal of any personal property.

2. The sale of the Property is being conducted by Central Maine Auction Center, 44 Concord Drive, Hermon, Maine 04401, Maine Auction License 644, Kevin Tilton, Agency License 22, and Philip Adams, Adams Real Estate (collectively, the "Auctioneer"), pursuant to 14 M.R.S. §§ 6203-A et seq. and the Judgment of Foreclosure and Sale referenced above.

3. The public sale will be held on February 15, 2019, at 2:00 p.m. at 28 Elm Street, Houlton, Maine.

4. Bangor Savings Bank reserves the right to refuse or to accept any unusual or irregular bid for the Property; to hold recesses from time to time during the public sale as the Auctioneer may determine; to adjourn or to continue the public sale from time to time, without notice to any person; and to amend the terms and conditions of the public sale as it deems necessary or desirable, in its sole discretion. Bangor Savings Bank further reserves the right to bid without submitting any deposit and to withdraw any bid made by it. Bangor Savings Bank may withdraw the Property at any time until the Auctioneer announces the completion of the sale.

5. The bidding will be conducted as a public sale. All interested bidders shall be required to register with the Auctioneer and submit a deposit in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) in cash or certified U.S. funds made payable to Bangor Savings Bank, in order to participate in the public sale. At the completion of the sale, subject to confirmation by Bangor Savings Bank, the highest bidder will sign a Purchase and Sale Agreement substantially in the form attached hereto. A record of bidding will be maintained by Bangor Savings Bank for its own use.

6. The successful bidder shall apply the bid qualification deposit of Two Thousand Five Hundred Dollars (\$2,500.00) as a nonrefundable deposit at the time of signing the Purchase and Sale Agreement. The balance of the purchase price payable by the successful bidder shall be paid in certified U.S. funds at the closing to be held on or before thirty (30) calendar days from the date of public sale as set forth in the Purchase and Sale Agreement.

7. Bangor Savings Bank will convey the Property by Release Deed, substantially in the form attached hereto, subject to the following items:

- a. Any and all municipal, state, or federal laws, regulations, and ordinances including, without limitation, permits and approvals heretofore issued by any federal, state, or municipal government authority (compliance with, application for the transfer of any such permits, or approvals shall be the sole responsibility of the purchaser).
- b. Any and all encumbrances and easements, whether or not of record in the applicable Registry of Deeds, and any governmentally imposed or required zoning, subdivision, environmental, and other land use restrictions.
- c. Any condition which a physical examination or adequate survey of the Property might reveal.
- d. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by a law, and which may or may not be shown by the public records.
- e. The rights of tenants and persons in possession, if any.
- f. The conveyance will be subject to all outstanding municipal fees, charges, encumbrances, and liens, whether or not of record in the applicable Registry of Deeds, including, but not limited to, water and sewer, and municipal or quasi-municipal taxes.
- g. Any and all real estate transfer taxes, including Bangor Savings Bank's share of such taxes (36 M.R.S. §§ 4641 et seq.), as applicable, shall be paid by the purchaser at closing.

8. In the event that the highest bidder fails to comply with any of the terms and conditions of sale, that bidder's deposit will be retained by the Auctioneer unless the bidding is reopened, there is a new high bid satisfactory to Bangor Savings Bank, and the new highest bidder immediately executes a Purchase and Sale Agreement. Upon close of the bidding and compliance with the terms of the sale, the Auctioneer shall declare that the terms of the sale have been complied with and that the sale is closed.

9. The purchaser's commitment under the Purchase and Sale Agreement will not be contingent upon securing financing or upon any other condition; the purchaser's deposit will not be refunded due to an inability to obtain financing or any other failure by purchaser to perform.

10. The Seller, in selling the Property, is conducting a foreclosure sale. The Property is sold "AS IS, WHERE IS", with all existing defects and without any warranties of any kind, even as to fitness for a particular purpose, habitability, or merchantability. All bidders are invited to inspect the real estate 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 or land use regulations, law, or ordinances. The purchaser will assume responsibility and expense for any title search, title examination or title insurance. The Seller shall not be required to execute any title insurance affidavits or similar documents relating to the Property. THE PURCHASER WILL ASSUME RISK OF ANY DEFECTS, AND EACH BIDDER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE AMOUNT BID REFLECTS THE "AS IS, WHERE IS" CONDITION OF THE PROPERTY AND THE ASSUMPTION OF ALL RISKS RELATING TO UNDISCLOSED DEFECTS. EACH BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT SUCH BIDDER IN NO WAY RELIES UPON REPRESENTATIONS MADE BY BANGOR SAVINGS BANK, CENTRAL MAINE AUCTION COMPANY, OR THEIR RESPECTIVE REPRESENTATIVES AND AGENTS.

11. Bangor Savings Bank specifically disclaims, and purchaser acknowledges that Bangor Savings Bank shall not be responsible for or obligated now or at any time in the future to protect, exonerate, defend, indemnify, and save purchaser or its successors or assigns, harmless from and against any 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 Property.

12. In the event of loss or damage to the Property after the execution of the Purchase and Sale Agreement and prior to the closing, purchaser shall have the risk of loss.

13. In the case of disputed bidding, Central Maine Auction Company shall be the sole and absolute judge of such dispute.

14. If the purchaser fails to perform at the closing, the purchaser's deposit will be retained by the Auctioneer. A bidder or purchaser whose deposit is retained under this paragraph will also be responsible for any and all consequential damages and additional costs, deficiencies, expenses, and losses suffered as a result of purchaser's failure to perform, including without limitation, reasonable attorneys' fees. Further, Bangor Savings Bank reserves the right either to (a) contact the next highest bidder and allow that party to purchase the Property for the next highest bid as the assignee of the highest bidder; or (b) hold a new sale of the Property. Bangor Savings Bank shall have no

obligation, and specifically disclaims any responsibility, to provide notice of any kind to any person subsequent to the public sale.

15. All of the terms and conditions set forth in the notice of public sale published in the Houlton Pioneer Times on January 16, 23, and 30, 2019, are deemed to be incorporated herein by reference.

16. In the event of any conflict between these Terms and Conditions of Sale and the Purchase and Sale Agreement, the Purchase and Sale Agreement shall control.

17. OTHER OR ADDITIONAL TERMS MAY BE ANNOUNCED AT THE PUBLIC SALE, IN WHICH EVENT SUCH TERMS AND CONDITIONS SHALL BE DEEMED TO BE INCORPORATED HEREIN BY REFERENCE.

18. Applicable Law: You have signed a written binding contract agreeing to the terms and conditions of sale and understand that any bid you make falls under the Maine Auction Law, Title II, Section 2-328, of the Uniform Commercial Code and the Statute of Frauds. Maine auctions are under the jurisdiction of the State of Maine Department of Professional and Financial Regulations, Board of Licensure of Auctioneers, 35 State House Station, Augusta, Maine 04330.

PURCHASE AND SALE AGREEMENT

BANGOR SAVINGS BANK, a Maine banking corporation having a place of business in Bangor, Maine (the "Seller"), and _____, whose address is _____, _____ ([collectively], the "Purchaser"), for consideration paid, agree as follows:

1. Purchase and Sale of Property: Subject to the terms and conditions set forth herein, the Seller hereby agrees to sell to the Purchaser, and the Purchaser hereby agrees to purchase from the Seller the real estate, together with any improvements thereon, located generally at 28 Elm Street, Houlton, Aroostook County, Maine, being more particularly described in a Mortgage Deed from Kimberly S. Welton, n/k/a Kimberly S. Bridges, to Bangor Savings Bank, dated May 20, 2014, and recorded in the Southern Aroostook County Registry of Deeds in Book 5306, Page 200, the legal description therein being incorporated herein by reference (the "Property").

2. Purchase Price: The purchase price for the Property is (bid amount) _____ (\$ _____). The Purchaser has this day deposited cash or certified U.S. funds made payable to Bangor Savings Bank in the amount of Two Thousand Five Hundred Dollars (\$2,500.00), receipt of which nonrefundable deposit is acknowledged by the Auctioneer's signature below. The balance of the total purchase price shall be paid in certified U.S. funds made payable to Bangor Savings Bank at closing. For the sake of convenience, the amounts required to be paid in accordance with this paragraph are as follows:

[a] Total Purchase Price (bid amount) \$ _____

[b] Non-refundable Deposit \$ 2,500.00

[c] Additional Deposit (if any) \$ _____

[d] Total Deposits ([b] + [c]) \$ _____

[e] Balance Due at Closing ([a] - [d]) \$ _____

3. Closing: The closing shall take place at Eaton Peabody, 80 Exchange Street, Bangor, Maine 04401, or at such other place as may be agreed between the parties, on or before thirty (30) calendar days from the date of this Agreement, at a date and time mutually agreeable to the parties. Notwithstanding the foregoing, Seller may elect to effectuate the closing by mail.

4. Title: Purchaser shall be solely responsible for any expense related to any title or UCC search, title examination, or title insurance. In the event Purchaser elects to utilize a certain specimen title insurance policy provided by Seller, Purchaser shall pay the cost of the title insurance premium for issuing a final policy and any additional costs of title search and examination. In the event that Seller has provided to Purchaser copies of title abstracts, policies, or other title or survey information, Purchaser acknowledges that Seller shall have no responsibility or liability in connection therewith, it being understood that Purchaser is relying solely upon the title search ordered by it and the final title evidence issued as a result of said title search. Purchaser will assume

responsibility and expense for any title search, title examination or title insurance. Seller shall not be required to execute any title insurance affidavits or similar documents relating to the Property.

5. Deed: Seller shall, on the date of closing, execute and deliver to Purchaser a Release Deed conveying the Property to Purchaser in fee simple, substantially in the form attached hereto. Seller makes no warranties, guaranties, or representations of any kind or nature concerning the value of the Property, the physical condition of or title to the Property or any improvements located thereon, including improvements located underground, the location and/or boundaries of the Property or improvements thereon, environmental compliance, or compliance with any applicable federal, state, or local law, ordinance, or regulation. Further, the Property is specifically sold without any express or implied warranties of habitability or title, and is sold "AS IS, WHERE IS". Purchaser will assume risk of any defects and expressly acknowledges and agrees that the purchase price reflects the "AS IS, WHERE IS" condition of the Property and the assumption of all risks relating to undisclosed defects, known or unknown to Seller. Purchaser acknowledges they had an opportunity to inspect the real estate and the public records prior to execution of this Agreement. Purchaser further acknowledges and agrees that Purchaser in no way relied upon representations made by Seller or any of its employees, agents, representatives or attorneys. In the event that more than one purchaser executes this Agreement, the deed from Seller to Purchaser will be a deed to Purchaser as tenants in common unless otherwise indicated below.

Purchaser's election as to the form of ownership in the deed of conveyance from Seller (if no election is made, a deed to multiple parties shall be to the grantees as tenants in common):

- ☐ joint tenancy
- ☐ tenancy in common
- ☐ not applicable (e.g. the Purchaser is an individual, corporate entity, or trustee)

Notwithstanding the foregoing, the Purchaser expressly acknowledges and agrees that the Purchaser shall be responsible for confirming the form of tenancy set forth in the deed of conveyance and that the Seller shall have no responsibility or liability therefor.

6. Residential Real Property Disclosures: The Purchaser acknowledges that this transaction is exempt from the residential property disclosure requirements of Title 33, Chapter 7, Subchapter 1-A of the Maine Revised Statutes.

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

8. Purchaser's Default: In the event the Purchaser fails to fulfill any of the Purchaser's obligations hereunder, including failure to tender the deposits as required hereunder, then the Seller

shall retain the Purchaser's said deposits, and may, at the Seller's option, pursue any remedies at law or equity, including specific performance.

9. Encumbrances, Liens and Assessments; Taxes: The Purchaser acknowledges and agrees that the Property will be sold at closing subject to (a) any and all municipal, state, or federal laws, regulations, and ordinances including, without limitation, permits and approvals heretofore issued by any federal, state, or municipal government authority (compliance with, application for the transfer of any such permits, or approvals shall be the sole responsibility of the Purchaser); (b) any and all encumbrances and easements, whether or not of record in the applicable Registry of Deeds, and any governmentally imposed or required zoning, subdivision, environmental, and other land use restrictions; (c) any condition which a physical examination or adequate survey of the Property might reveal; (d) any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by a law, and which may or may not be shown by the public records; (e) the rights of tenants and persons in possession, if any; (f) all outstanding municipal fees, charges, encumbrances, and liens, whether or not of record in the applicable Registry of Deeds, including, but not limited to, water and sewer, and municipal or quasi-municipal taxes; (g) all transfer taxes and sales taxes assessed by the State of Maine, including the Seller's share of such taxes (36 M.R.S. §§ 4641 et seq.), as applicable, shall be paid by the Purchaser at closing.

10. Broker's Commission: The parties agree that in the event a broker is owed, or claims to be owed, a commission in connection with the Purchaser's purchase of the Property, the party having secured the services of that broker shall be solely responsible for satisfying such claim for commission.

11. Risk of Loss: Purchaser acknowledges and agrees that all risk of loss or damage to the Property prior to the closing shall be borne by Purchaser.

Seller specifically disclaims, and Purchaser acknowledges that Seller shall not be responsible for or obligated now or at any time in the future to protect, exonerate, defend, indemnify, or hold Purchaser or its successors or assigns, harmless from and against any 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 Property.

12. Representations; Construction: The Purchaser acknowledges that the Purchaser has not relied upon any oral or written representation of the Seller, or any of the Seller's employees, agents, or attorneys. The Purchaser 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.

13. Limitation on Purchaser Damages: The Purchaser agrees that in any dispute or action arising out of this Agreement, or the matters described herein, the damages to which the Purchaser may be due at any time and as against the Seller for any reason shall be specifically limited to the

amount of the Purchaser'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.

14. Waiver of Jury Trial: The Purchaser agrees that in the event of any dispute as between the Purchaser and the Seller and relating to the subject matter of this Agreement, or the property hereby contemplated to be transferred by the Seller to the Purchaser, such dispute shall (unless the Seller shall have demanded arbitration as set forth in this Agreement) be tried before a single Justice of the Superior Court for the County in which the Property is located, sitting without a jury.

15. Arbitration: The Purchaser agrees that in any dispute or controversy with the 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 the 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. §§ 5927 et seq. and as the same may be amended from time to time. The Seller may further elect to submit less than all disputes or controversies as between the Purchaser and the Seller to binding arbitration. Nothing herein shall be construed as limiting the rights or remedies of the Seller pursuant to this Agreement or any document or agreement as between the Purchaser and the Seller and at any time, whether or not the Seller shall have previously demanded such arbitration.

16. Binding Effect; Assignment: This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, and permitted assigns, except that the Purchaser may not assign this Agreement to any party without the Seller's written consent. The Purchaser's obligations and liability to the Seller pursuant to this Agreement expressly shall survive any such assignment.

17. Severability: If any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity or enforceability of any other provision hereof.

18. Incorporation of Provisions: This Agreement expressly incorporates the terms and conditions of sale set forth in the Terms and Conditions of Public Sale distributed by the Auctioneer to registered bidders at the time of registration to bid, and, if applicable, further incorporates the terms and conditions of sale as announced by the Auctioneer at the public sale conducted on February 15, 2019.

19. Entire Agreement; Governing Law: This Agreement, including the incorporated provisions and the Disclosure, constitutes the entire agreement between the parties, supersedes all prior negotiations and understandings, and shall not be altered or amended, except by written amendment signed by the Seller and the Purchaser. This Agreement shall be governed by Maine law. For purposes hereof, the date of this Agreement is February 15, 2019.

20. Time for Performance: TIME IS OF THE ESSENCE. Should the Purchaser default in any obligation under this Agreement, the Purchaser agrees to indemnify and hold the 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 the Seller.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals on the day, month, and year written below.

WITNESSES:

BANGOR SAVINGS BANK

By _____
Jennifer Dugan Date
Its Vice President

Purchaser Date
Social Security Number/Tax Identification Number

Purchaser Date
Social Security Number/Tax Identification Number

CENTRAL MAINE AUCTION COMPANY

By _____
Date

RELEASE DEED

BANGOR SAVINGS BANK, a Maine banking corporation having a place of business in Bangor, Maine, for consideration paid, releases to _____, of _____, _____, having a mailing address of _____, any and all right, title and interest in and to certain lots or parcels of land, together with any improvements thereon, located in Houlton, Aroostook County, Maine, being more particularly described as follows, to wit:

PARCEL I: A certain piece or parcel of real estate situated on the west side of Elm Street in the Town of Houlton, County of Aroostook and State of Maine, and being part of Lot numbered thirty-two (32) in the south division of said Houlton, bounded and described as follows, to wit:

Commencing at an iron bound driven into the ground on the westerly line of Elm Street distant northerly nine (9) rods from the intersection of the west line of Charles Street Extension with said west line of Elm Street; thence north forty-three degrees fifteen minutes west (N 43° 15' W) eight (8) rods seven and one-half (7 ½) links to an iron bound driven into the ground; thence north thirty-six degrees east (N 36° E) two and one-half (2 ½) rods to an iron bound driven into the ground; thence south fifty degrees ten minutes east (S 50° 10' E) eight (8) rods two and three-fourths (2 ¾) links to an iron bound driven into the ground on said west line of Elm Street; thence southerly on said line of Elm Street three and one-half (3 ½) rods to the place of beginning.

Also another parcel of real estate situated on said west side of Elm Street, bounded and described as follows, to wit:

Commencing at the northeast corner of the parcel first above described and hereby conveyed; thence running westerly along the north line of said first above described parcel eight (8) rods two and three-fourths (2 ¾) links, more or less, to the east line of land formerly owned by George Q. Nickerson and known as the McNutt lot; thence northerly along said east line two (2) rods nineteen and one-half (19 ½) links, more or less, to the southerly line of River Street, so-called; thence easterly eight (8) rods, more or less, along the southerly line of River Street to the said westerly line of Elm Street; thence southerly along said westerly line of Elm Street three and one-half (3 ½) rods, more or less, to the place of beginning.

Excepting and reserving, however, the following described premises:

A certain piece or parcel of real estate situated in the Town of Houlton, County of Aroostook and State of Maine, being part of Lot numbered thirty-two (32), bounded and described as follows, to wit:

Commencing on the westerly right of way line of Elm Street at the northeast corner of the parcel conveyed to Alexander B. Cumming by Lois J. Cumming, Personal Representative of the Estate of William H. Cumming by deed dated November 29, 1995 and recorded in the Southern District of the Aroostook Registry of Deeds in Book 2853, Page 150; Thence northerly on the

westerly right of way line of Elm Street on a course bearing north thirty-nine degrees four minutes thirty-four seconds east (N 39° 04' 34" E) for a distance of 15.00 feet to a 5/8" rebar driven into the ground; Thence northwesterly on a course bearing north fifty-six degrees four minutes thirty-nine seconds west (N 56° 04' 39" W) for a distance of 66.71 feet to a point on the north line of the parcel described in Book 2853, Page 150; Thence southeasterly on the north line of said parcel described in Book 2853, Page 150 on a course bearing south forty-three degrees twenty-three minutes thirty-five seconds east (S 43° 23' 35" E) for a distance of 68.31 feet to the point of beginning. The herein described parcel contains five hundred (500) square feet.

Basis of bearings for this description is magnetic north from a compass observation taken on October 10, 2000. This description prepared from a boundary survey performed on May 11, 2006 by Swallow Associates, Land Surveying, 19 Water Street, Houlton, Maine, a portion of said survey plan is attached as Schedule A-1.

Being the same premises conveyed by Quitclaim Deed dated October 11, 2006 from Lois J. Cumming to Janet Tucker, personal representative of the Estate of Alexander B. Cumming and recorded in said Registry in Book 4352, Page 329.

Also hereby conveying to the grantee, their heirs and assigns, in common with Denise L. Carson and Christopher R. McCullom, grantees in Deed recorded in said Registry in Book 4372, Page 149, their heirs and assigns, an easement or right-of-way for travel on foot and with vehicles over so much of the parcel herein excepted as is included within the limits of a driveway located thereon and leading from the westerly side of Elm Street to grantee's garage.

Also excepting and reserving, however, a right of way in deed recorded in Book 4372, Page 149 to Denise L. Carson and Christopher R. McCullom, their heirs and assigns, in common with grantee, her heirs and assigns, an easement or right-of-way for access on foot and by vehicle over said existing driveway lying partially on and partially northerly of and adjacent to the parcel hereby excepted and leading from the westerly side of Elm Street, said driveway to be for Denise L. Carson and Christopher R. McCullom, their heirs and assigns, to gain access across grantee's land to Denise L. Carson and Christopher R. McCullom's land, said right being for passage only to and from Elm Street to Denise L. Carson and Christopher R. McCullom's said land, and expressly does not include any rights to park on said driveway or to leave vehicles unattended thereon.

PARCEL II: A certain piece or parcel of real estate situated in the Town of Houlton, County of Aroostook and State of Maine, being a part of Lot numbered thirty-two (32), bounded and described as follows, to wit:

Commencing at the northwest corner of the parcel conveyed to Alexander B. Cumming by Lois J. Cumming, Personal Representative of the Estate of William H. Cumming by deed dated November 29, 1995 and recorded in the Southern District of the Aroostook Registry of Deeds in Book 2853, Page 150; Thence southerly on the westerly line of said parcel described in Book 2853, Page 150 on a course bearing south thirty-five degrees twenty-one minutes twenty-four seconds west (S 35° 21' 24" W) for a distance of 15.00 feet to a 5/8" rebar driven into the ground; Thence southeasterly on a course bearing south fifty-six degrees four minutes thirty-nine seconds east (S 56°

04' 39" E) for a distance of 67.00 feet to a point on the north line of said parcel described in Book 2853, Page 150; Thence northwesterly on the north line of said parcel described in Book 2853, Page 150 on a course bearing north forty-three degrees twenty-three minutes thirty-five seconds west (N 43° 23' 35" W) for a distance of 68.29 feet to the point of beginning. The herein described parcel contains five hundred two (502) square feet.

Basis of bearings for this description is magnetic north from a compass observation taken on October 10, 2009. This description prepared from a boundary survey performed on May 11, 2006 by Swallow Associates, Land Surveying, 19 Water Street, Houlton, Maine, a portion of said survey plan is attached as Schedule A-1.

Subject to all outstanding municipal fees, charges, encumbrances, and liens, whether or not of record in the Southern Aroostook County Registry of Deeds. Further subject to all real estate transfer taxes.

For Grantor's source of title, reference may be had to the Mortgage Deed granted by Kimberly S. Welton, n/k/a Kimberly S. Bridges, to Bangor Savings Bank dated May 20, 2014, and recorded in the Southern Aroostook County Registry of Deeds in Book 5306, Page 200 (the "Mortgage"). The Grantor foreclosed the Mortgage by virtue of a Judgment of Foreclosure and Sale dated July 30, 2018 and entered by the Superior Court for Aroostook County, Houlton, Maine, in the matter of Bangor Savings Bank v. Kimberly S. Bridges (Docket No. HOUSC-RE-2018-6), said judgment having been recorded in said Registry in Book 5843, Page 215. This deed is a conveyance of all right, title, and interest of the Grantor, and of all parties to said action, in and to the property described herein pursuant to 14 M.R.S. § 6323.

For purposes of compliance with 14 M.R.S. § 6323(1):

Newspaper in which publication occurred: Houlton Pioneer Times.

Dates of Publication: January 16, 23, and 30, 2019.

Sale Date¹: February 15, 2019

IN WITNESS WHEREOF, Bangor Savings Bank has caused this instrument to be signed by its undersigned officer, duly authorized, this _____ day of February, 2019.

WITNESS:

BANGOR SAVINGS BANK

By _____
Jennifer Dugan
Its Vice President

¹ In the event the public sale was adjourned and continued from the date reflected in the notice of public sale as published by such newspaper, such continuance was accomplished in accordance with 14 M.R.S. § 6323(1).

State of Maine
Penobscot, ss.

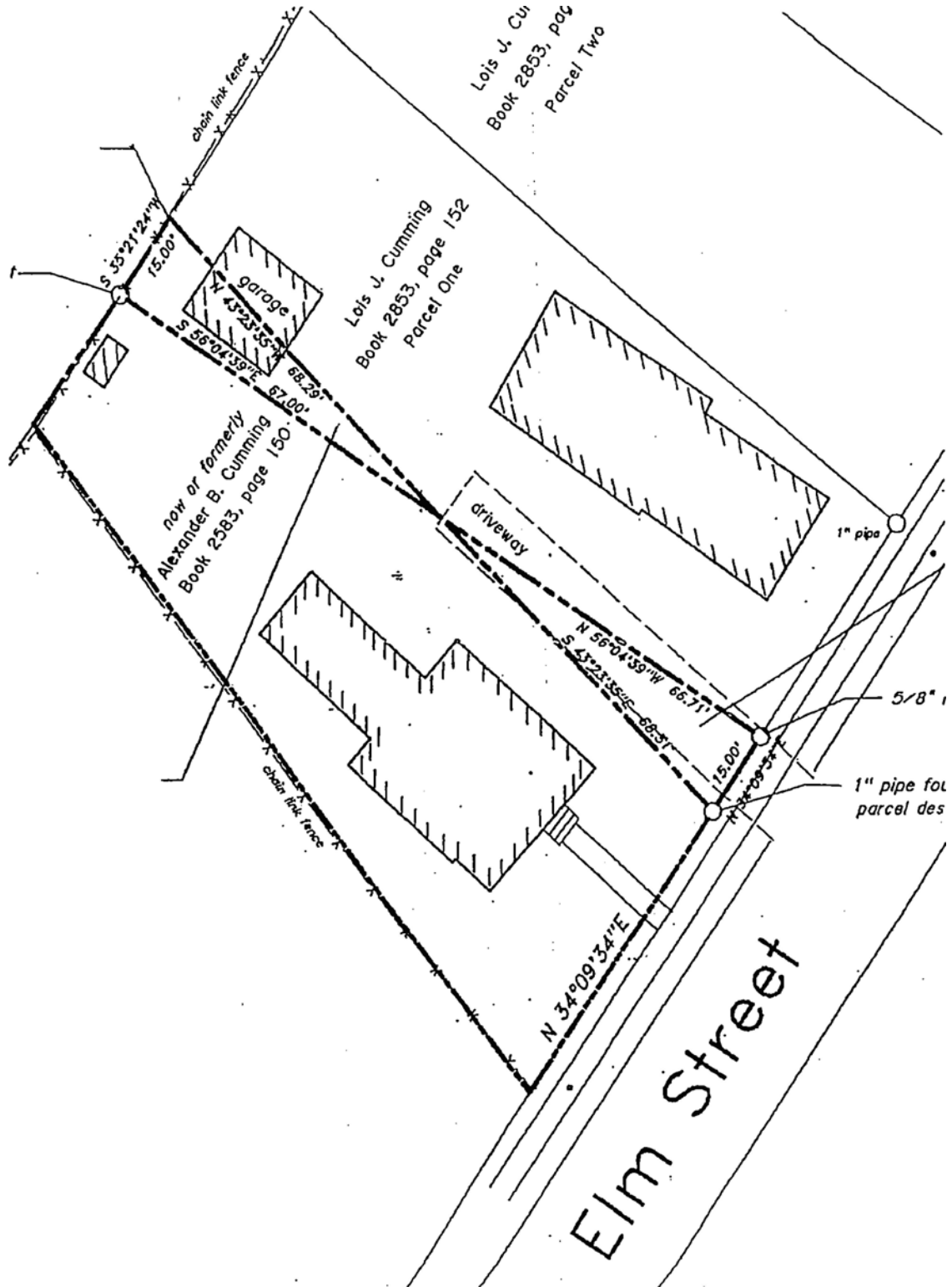
February ____, 2019

Personally appeared the above-named Jennifer Dugan, Vice President of Bangor Savings Bank, and acknowledged before me the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of Bangor Savings Bank.

Notary Public/Attorney-at-Law

Print or type name as signed

SCHEDULE A-1



NOTICE OF PUBLIC SALE

14 M.R.S. § 6323

Notice is hereby given that in accordance with a Judgment of Foreclosure and Sale dated July 30, 2018, which judgment was entered on August 8, 2018 by the Superior Court for Aroostook County, Houlton, Maine in the case of **Bangor Savings Bank v. Kimberly S. Bridges**, Docket No. HOUSC-RE-2018-6, and wherein the Court adjudged a foreclosure of a Mortgage Deed granted by Kimberly S. Welton, n/k/a Kimberly S. Bridges, dated May 20, 2014, and recorded in the Southern Aroostook County Registry of Deeds in Book 5306, Page 200, the period of redemption from said judgment having expired, a public sale will be conducted on February 15, 2019, commencing at 2:00 p.m. at 28 Elm Street, Houlton, Maine. The property to be sold is further described on the Town of Houlton Tax Maps at Map 34, Lot 1-198. Reference should be had to said Mortgage Deed for a more complete legal description of the property to be conveyed

TERMS OF SALE

THE PROPERTY HEREINABOVE DESCRIBED IS BEING SOLD ON AN “AS IS” “WHERE IS” BASIS, WITHOUT ANY WARRANTY WHATSOEVER AS TO THE CONDITION, FITNESS, SIZE, OR LOCATION OF THE PROPERTY OR THE STATE OF TITLE TO THE PROPERTY.

The bidder to whom the property is sold must, at the time and place of sale, make a deposit of Two Thousand Five Hundred Dollars (\$2,500.00) by cash or certified check payable to Bangor Savings Bank, and must sign a Purchase and Sale Agreement with Bangor Savings Bank, which agreement shall provide in part (i) that the purchaser will be responsible for all real estate and/or personal property taxes and other municipal charges attributable to the respective property unpaid and in arrears and for all subsequent tax years as assessed by the Town of Houlton, and (ii) that a closing of the sale shall be held within thirty (30) days of the public sale where the remaining balance of the purchase price will be paid in cash or certified funds. The conveyance will be by Release Deed. Bangor Savings Bank expressly reserves the right to bid, to modify the terms of the sale set forth above, to add additional terms as it so wishes, and to authorize the mortgagors to sell the property prior to the sale date. All other terms and conditions of sale, including any modification or additions to the terms set forth above, will be announced by the auctioneer at the time of the sale.

For further information, contact Central Maine Auction Center, 44 Concord Road, Hermon, Maine 04401 ■ (207) 848-7027 ■ www.cmauctioncenter.com

Houlton 2018
Name: WELTON,KIMBERLY S

Valuation Report

10/17/2018

Page 1

Account: 615 Card: 1 of 1

Map/Lot: 034-1-198-000-000
Location: 28 ELM ST

Neighborhood 55 Neighborhood 55.

Zoning/Use General Resident
Topography LevelAbove Street
Utilities Public WaterPublic Sewer
Street Paved

Sale Data
Sale Date 05/20/2014
Sale Price 44,900
Sale Type Land & Buildings
Financing Conventional
Verified Public Record
Validity Related Parties

CLASSIFICATION. Residential
Reference 1 B5306P195
Reference 2
Tran/Land/Bldg 1 1 1
X Coordinate 0 Y Coordinate 0
Exemption(s) Land Schedule 6

Land Description

Units	Method - Description	Price/Unit	Total	Fctr	Influence	Value
0.31	Acres-Homesite (Fract)	8,000.00	6,299	100%		6,299
2.00	# -Public Lot Improv	850.00	1,700	100%		1,700
Total Acres 0.31						Land Total 7,999

Dwelling Description

Replacement Cost New

Conventional	One & 3/4 Story	968 Sqft	Grade C 110	Base	118,293
Exterior	CLAPBOARD	Masonry Trim	None	Trim	0
Dwelling Units	1 OTHER Units-0	Roof Cover	Asphalt Shingles	Roof	0
					0
Foundation	Concrete	Basement	Damp Full Bmt	Basement	0
Fin. Basement Area	None	Basement Gar	None	Fin Bsmt	0
Heating	100% Hot Water BB	Cooling	0% None	Heat	1,919
Rooms	8				
Bedrooms	4	Add Fixtures	1		
Baths	2	Half Baths	0	Plumbing	3,626
Attic	None			Attic	0
FirePlaces	0			Fireplace	0
Insulation	Full			Insulation	0
Unfin. Living Area	NONE			Unfinished	0

Dwelling Condition

Built	Renovated	Kitchens	Baths	Condition	Layout	Total
1894	0	Typical	Good	Average	Typical	123,838
Functional Obsolescence	Economic Obsolescence	Phys. %	Func. %	Econ. %	Value(Rcnld)	
None	None	62%	100%	95%	72,941	

Outbuildings/Additions/Improvements

Description	Year	Units	Grade	RCN	Cond	Phy	Func	Econ	Value Rcnld
Endl Frame Porch	1894	248	C 110	7,138	Avq.	62%	100%	95%	4,205
Endl Frame Porch	1894	40	C 110	1,246	Avq.	62%	100%	95%	734
Frame Bay Window	1894	30	C 110	1,462	Avq.	62%	100%	95%	861
Frame Shed	1894	288	C 110	2,610	Avq-	55%	100%	95%	1,364
Frame Shed	1894	96	C 100	791	Avq-	55%	100%	95%	413
1,724 SFLA		Field1							Outbuilding Total 7,577

Accpt Land	8,000	Accepted Bldg	80,500	Total	88,500
------------	-------	---------------	--------	-------	--------

Houlton 2018
Name: WELTON,KIMBERLY S

Valuation Report

10/17/2018

Page 2

Account: 615

Map/Lot:

034-1-198-000-000

Location:

28 ELM ST



DISCLOSURES RELATIVE TO PROPERTY

Auction # R18-249

Location: 28 Elm Street, Houlton, ME

Disclosure for Heating System:

Type _____	Not Known <u>X</u>
Age of System _____	Not Known <u>X</u>
Name of Service Company _____	Not Known <u>X</u>
Annual Consumption per Source _____	Not Known <u>X</u>
Malfunctions or Problems _____	Not Known <u>X</u>

Disclosure for Waste Disposal System:

Type of System _____	Not Known <u>X</u>
Date of Installation _____	Not Known <u>X</u>
Size and Type of Tank _____	Not Known <u>X</u>
Location of Field and Tank _____	Not Known <u>X</u>
Malfunctions _____	Not Known <u>X</u>
Service and Contracting _____	Not Known <u>X</u>

Disclosure for Private Water Supply:

Type of System _____	Not Known <u>X</u>
Date of Installation _____	Not Known <u>X</u>
Malfunctions _____	Not Known <u>X</u>
Location _____	Not Known <u>X</u>
Date and Result of Tests _____	Not Known <u>X</u>

Disclosure for Public Water Supply:

Line Malfunctions _____	Not Known <u>X</u>
-------------------------	--------------------

Disclosure for Known Hazardous Materials including but not limited to:

Asbestos _____	Not Known <u>X</u>
Radon _____	Not Known <u>X</u>
Lead Paint _____	Not Known <u>X</u>
Chemical Spills on Property _____	Not Known <u>X</u>
Underground Tanks _____	Not Known <u>X</u>

Signature of Seller _____	Date _____
---------------------------	------------

Signature of Buyer _____	Date _____
--------------------------	------------



Dept. of Professional & Financial Regulation
Office of Professional & Occupational Regulation
MAINE REAL ESTATE COMMISSION

35 State House Station Augusta ME 04333-0035



REAL ESTATE BROKERAGE RELATIONSHIPS FORM

Right Now You Are A Customer

Are you interested in buying or selling residential real estate in Maine? Before you begin working with a real estate licensee it is important for you to understand that Maine Law provides for different levels of brokerage service to buyers and sellers. You should decide whether you want to be represented in

a transaction (as a client) or not (as a customer). To assist you in deciding which option is in your best interest, please review the following information about real estate brokerage relationships:

Maine law requires all real estate brokerage companies and their affiliated licensees ("licensee") to perform certain basic duties when dealing with a buyer or seller. You can expect a real estate licensee you deal with to provide the following **customer-level services**:

- ✓ To disclose all material defects pertaining to the physical condition of the real estate that are known by the licensee;
- ✓ To treat both the buyer and seller honestly and not knowingly give false information;
- ✓ To account for all money and property received from or on behalf of the buyer or seller; and
- ✓ To comply with all state and federal laws related to real estate brokerage activity.

Until you enter into a written brokerage agreement with the licensee for client-level representation you are considered a "customer" and the licensee is not your agent. **As a customer, you should not expect the licensee to promote your best interest, or to keep any information you give to the licensee confidential, including your bargaining position.**

You May Become A Client

If you want a licensee to represent you, you will need to enter into a written listing agreement or a written buyer representation agreement. These agreements **create a client-agent relationship** between you and the licensee. As a client you can expect the licensee to provide the following services, **in addition to** the basic services required of all licensees listed above:

services required of all licensees listed above:

- ✓ To perform the terms of the written agreement with skill and care;
- ✓ To promote your best interests;
 - For seller clients this means the agent will put the seller's interests first and negotiate the best price and terms for the seller;
 - For buyer clients this means the agent will put the buyer's interests first and negotiate for the best prices and terms for the buyer; and
- ✓ To maintain the confidentiality of specific client information, including bargaining information.

COMPANY POLICY ON CLIENT-LEVEL SERVICES — WHAT YOU NEED TO KNOW

The real estate brokerage company's policy on client-level services determines which of the three types of agent-client relationships permitted in Maine may be offered to you. The agent-client relationships permitted in Maine are as follows:

- ✓ The company and all of its affiliated licensees represent you as a client (called "**single agency**");
- ✓ The company appoints, with your written consent, one or more of the affiliated licensees to represent you as an agent(s) (called "**appointed agency**");
- ✓ The company may offer limited agent level services as a **disclosed dual agent**.

WHAT IS A DISCLOSED DUAL AGENT?

In certain situations a licensee may act as an agent for and represent both the buyer and the seller in the same transaction. This is called **disclosed dual agency**. *Both the buyer and the seller must consent to this type of representation in writing.*

Working with a dual agent is not the same as having your own exclusive agent as a single or appointed agent. For instance, when representing both a buyer and a seller, the dual agent must not disclose to one party any confidential information obtained from the other party.

Remember!

Unless you enter into a written agreement for agency representation, you are a customer—not a client.

THIS IS NOT A CONTRACT

It is important for you to know that this form is not a contract. The licensee's completion of the statement below acknowledges that you have been given the information required by Maine law regarding brokerage relationships so that you may make an informed decision as to the relationship you wish to establish with the licensee/company.

To Be Completed By Licensee

This form was presented on (date) _____

To _____
Name of Buyer(s) or Seller(s)

by Emily Tilton
Licensee's Name

on behalf of Adams Real Estate
Company/Agency

MREC Form#3 Revised 07/2006
Office Title Changed 09/2011

To check on the license status of the real estate brokerage company or affiliated licensee go to www.maine.gov/professionallicensing. Inactive licensees may not practice real estate brokerage.