

REAL ESTATE AUCTION R19-255-B

176 ALLEYS BAY ROAD, BEALS, ME



FRIDAY, MAY 24TH 2019 @ 10:30AM

5/24/19

176 ALLEYS BAY ROAD, BEALS, ME

PREVIEW: FRIDAY, MAY 10TH 2019 @11-12:00PM OR BY APPT.

MAP/LOT 09-52

± 0.05 ACRES

R19-255-B
Land / Waterfront

176 Alleys Bay Road, Beals, ME

Map/Lot 09-52

± 0.05 Acres

Prepared for:

Machias 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, MAY 24TH 2019 @ 10:30AM

Dear Prospective Bidder:

Machias Savings Bank and Central Maine Auction Center, in conjunction with Adams Real Estate would like to announce auction R19-255B. The real estate at 176 Alleys Bay Road in Beals, ME, consists of ±0.05 acres of land.

The above property is subject to a \$5,000 deposit (nonrefundable) in CASH or CERTIFIED U.S. FUNDS made payable to Machias 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.

Machias Savings Bank, Central Maine Auction Center and Adams Real Estate makes 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.

Legal Notices
NOTICE OF PUBLIC SALE

Pursuant to the Amended Judgment of Foreclosure and Order of Sale entered in the Maine District Court (Washington) on January 16, 2019 in the civil action entitled **Machias Savings Bank v. Galen E. Alley, et al.** (Docket No. MACDC-RE-18-17) for the foreclosure of a Mortgage dated September 2, 2009 on a portion of real estate located on 176 Alleys Bay Road, Beals, Washington County and State of Maine, which is recorded in the Washington County Registry of Deeds in Book 3609, Page 290; Book 3609, Page 309; Book 3635, Page 279; and Book 4158, Page 136, to which mortgage deeds reference is made for a more particular description of the premises to be sold, the statutory 90-day redemption period having ended without redemption, notice is hereby given that a public sale will be held beginning at 10:00 a.m. on **May 24, 2019** at 176 Alleys Bay Road, Beals, ME 04649.

Further information regarding this real estate can be obtained from Central Maine Auction Center, 44 Concord Drive, Hermon, ME; Tel. (207) 848-7027 or www.cmauctioncenter.com; Auction R19-255.

TERMS OF SALE: The real estate will be sold as two separate parcels. The first sale will be comprised the portion of real estate located on 176 Alleys Bay Road, Beals, Washington County and State of Maine, which is recorded in the Washington County Registry of Deeds in **Book 3609, Page 290; Book 3609, Page 309; and Book 3635, Page 279**, to which mortgage deeds reference is made for a more particular description of the premises to be sold. Oral bids will be accepted beginning at 10:00 a.m. All bidders will be required to submit a deposit of \$10,000.00 in cash or certified funds before their bid will be accepted.

The second sale will be comprised of the portion of real estate located on 176 Alleys Bay Road, Beals, Washington County and State of Maine, which is recorded in the Washington County Registry of Deeds in **Book 4158, Page 136**, to which mortgage deed reference is made for a more particular description of the premises to be sold. Oral bids will be accepted beginning at 10:30 a.m. All bidders will be required to submit a deposit of \$5,000.00 in cash or certified funds before their bid will be accepted.

In each sale, the highest bidder's deposit will be transferred to Machias Savings Bank which sum shall be non-refundable. The highest bidder must also sign a purchase and sale agreement with Machias Savings Bank which requires an additional deposit to 10% of the purchase price in cash or certified funds within 5 calendar days of the public sale and a closing within 30 days of the public sale, at which time the balance will be due in cash or certified funds, and Machias Savings Bank will deliver a duly executed quitclaim deed without covenant. If the highest bidder does not close as required, the bank may, at its option, either sell the property to the second highest bidder or hold another public sale. Additional or different terms of sale may be announced at the time of sale.

Dated:04/17/2019

CURTIS E. KIMBALL, ESQ.
Rudman Winchell
Attorneys for Machias Savings Bank
84 Harlow Street - P.O. Box 1401
Bangor, Maine 04402-1401
(207) 947-4501

April 22, 29, May 6, 2019

TERMS AND CONDITIONS OF SALE

May 24, 2019

Pursuant to the Judgment of Foreclosure and Sale Order entered in the Maine District Court (Washington County) Docket No. MACDC-RE-18-17 in the Civil Action entitled **Machias Savings Bank v. Galen Alley, et al**, for the foreclosure of mortgages of real estate located on 176 Alleys Bay Road, Beals, ME 04649, Maine, which mortgages are recorded in the Washington County Registry of Deeds in Book 3609, Page 290 dated January 29, 2010; Book 3609, Page 309 dated January 29, 2010; Book 3635, Page 279 dated May 10, 2010; and Book 4158, Page 136 dated May 6, 2010, which mortgage deeds references are made for a more particular description of the premises to be sold. **Machias Savings Bank** announces the following terms and conditions of sale:

1. Sale will be conducted by Central Maine Auction Center on behalf of Machias Savings Bank.
2. All prospective bidders must register with Central Maine Auction Center before the sale and tender a bid and sign the Terms and Conditions of Sale. All bidders will be required to submit a bid deposit of \$5,000.00 in cash or certified funds before their bid be accepted. The deposit to bid is nonrefundable as to the highest bidder. The bid deposit will be returned to all unsuccessful bidders at the conclusion of the auction.
3. The real estate consists of property located on 176 Alley Bay Road, Beals, ME 04649 Maine.
4. The mortgagee expressly reserves the right to:
 - a. refuse to accept any and all bids
 - b. to hold one or more recesses, and
 - c. to amend or waive the terms of sale.
5. Oral bids will be accepted beginning at 10:30 am.
6. The successful bidder must sign a Purchase & Sale Agreement which will require a closing within 30 days of the public sale, at which time the remaining balance must be paid in full, payable in cash, certified funds, or a bank check.
7. No representations or warranties of any kind are made with respect to the property, including, without limitation its condition or any use to which it may be put. Buyer acknowledges that the property is being sold on an "AS IS", "**WHERE IS**", "**WITH ALL DEFECTS**" basis, and any and all warranties, express, implied or otherwise, including without limitation, the warranties of habitability, merchantability, marketability and fitness for any purpose, shall be and hereby are disclaimed. No representation or warranty is made as to title to the property or the property's compliance with any laws, rules, regulations or ordinances, including, without limitation, any of the same pertaining to zoning, environmental law or hazardous waste. Seller and its agents and attorneys shall have no responsibility or liability for loss of use of the assets, loss of income, loss of time, inconvenience, commercial loss and/or any incidental or consequential damage, loss or injury.

Buyer is not entitled to rely on any representations or warranties regarding the real property, and any such representations or warranties have not been authorized by Seller or its agents and attorneys, and Seller takes no responsibility for and shall not be liable as a result of such representations or warranties.

8. The property is sold "as is" and "where is" and is subject to all outstanding real estate taxes and leases whether or not of record and restrictions of record. **Machias Savings Bank** makes no representations regarding the condition of the premises, or any federal, state or local land use or environmental laws.

9. Machias Savings Bank reserves the right to bid and shall not be required to make a bid deposit.

10. Machias Savings Bank will convey the premises by a Quitclaim Deed without covenant upon payment of the purchase price.

11. The risk of loss or damage to said premises by fire or otherwise is assumed by Seller until closing.

12. These terms of sale supersede the Notice of Public Sale to the extent that there are any material differences between the two documents.

The undersigned acknowledges that he/she has read the foregoing terms of sale and fully understands them and agrees to be bound thereby. All representations and warranties having been disclaimed and any bid made by the undersigned is made without any reliance on any statement, action, or conduct of Mortgagee or its agents or attorneys.

Dated:

Name

PURCHASE AND SALE AGREEMENT

AGREEMENT made this 24th day of May, 2019, by and between **MACHIAS SAVINGS BANK** as foreclosing mortgagee (hereinafter referred to as "Seller"), and
_____ of
_____ (hereinafter referred to as "Buyer").

1. Seller agrees to sell and Buyer agrees to buy a certain lot or parcel of land located on 176 Alleys Bay Road, Beals, ME 04649 Maine, which property is more fully described in mortgages recorded in the Washington County Registry of Deeds in Book 3609, Page 290 dated January 29, 2010; Book 3609, Page 309 dated January 29, 2010; Book 3635, Page 279 dated May 10, 2010; and Book 4158, Page 136 dated May 6, 2010.

2. Buyer agrees to pay the sum of \$_____ as follows: \$5,000.00 at the time of the execution of this agreement, **which sum is nonrefundable**, the receipt of which is hereby acknowledged by Seller, with an additional amount to bring the total deposit up to ten percent (10%) of the purchase price, and the balance at the time of the closing in cash, certified or bank check. Should Buyer fail to make the payment of the balance due within 30 days from the date hereof, the deposit made by Buyer **shall be retained** by Seller.

3. The real property shall be conveyed to Buyer by a Quitclaim Deed without covenant from Seller as foreclosing mortgagee pursuant to the judgment of foreclosure and sale in **Machias Savings Bank v. Galen Alley, et al**, Docket No. MACDC-RE-18-17 (Maine District Court, Washington County). The only condition to Buyer's fulfillment of his obligations under this agreement is that on the closing date the Sellers shall deliver said Quitclaim Deed without covenant. There shall be no contingencies or other circumstances that will relieve the Buyer of his obligations hereunder including, inter alia, his obligations to pay the full purchase price.

4. All real estate transfer taxes and sales taxes are the responsibility of the Buyer.

5. Any and all unpaid real estate taxes, assessments and/or sewer user fees are the responsibility of Buyer.

6. The risk of loss or damage to said premises by fire or otherwise is assumed by Sellers until closing.

7. The real property may be occupied by third parties at the time of the public sale and closing, and the property is sold subject to any rights such third parties' may have to continue in possession. No representations or warranties of any kind are made with respect to any leasehold interest in the real estate.

8. Time is of the essence to this Agreement.

9. Sellers and Buyer agree that there is no real estate broker involved in this transaction and that no one is due a commission in conjunction with the purchase hereunder.

10. The entire contract is embodied in this writing. NO WARRANTIES or any other representations are given. This writing is the final expression of the parties agreement and is a complete and exclusive statement of all terms of the agreement.

11. No representations or warranties of any kind are made with respect to the property, including, without limitation its condition or any use to which it may be put. Buyer acknowledges that the property is being sold on an "**AS IS**", "**WHERE IS**", "**WITH ALL DEFECTS**" basis, and any and all warranties, express, implied or otherwise, including without limitation, the warranties of habitability, merchantability, marketability and fitness for any purpose, shall be and hereby are disclaimed. No representation or warranty is made as to title to the property or the property's compliance with any laws, rules, regulations or ordinances, including, without limitation, any of the same pertaining to zoning, environmental law or hazardous waste. Seller and its agents and attorneys shall have no responsibility or liability for loss of use of the assets, loss of income, loss of time, inconvenience, commercial loss and/or any incidental or consequential damage, loss or injury.

Buyer is encouraged to seek information from professionals regarding any specific issue or concern. Neither Seller nor its agents or its representatives make any warranties or representations regarding the condition, permitted use, value of, or any other warranty or representation regarding the real or personal property. All investigations were done by Buyer prior to the signing of this Agreement and were done by persons chosen and paid for by Buyer in Buyer's sole discretion. Buyer is relying completely upon Buyers' own opinion as to the property which is the subject of this Agreement.

12. The property is sold "as is" and "where is" and is subject to all outstanding real estate taxes and leases whether or not of record and restrictions of record. **Machias Savings Bank** makes no representations regarding the condition of the premises, or any federal, state or local land use or environmental laws.

13. Remedies of Seller. If Buyer fails to pay the purchase price in full within the time set forth herein and/or fails to comply with any of the provisions of the Agreement, Seller and Auctioneer, in addition to all other remedies allowed by law or equity, may retain the full deposit as damages. In addition, the property may be resold in any manner determined by the Seller, in its sole judgment and discretion, and to any party. Any deficiency, together with all expenses and costs of resale (including attorney's fees) will be paid by the defaulting Buyer. If the Buyer defaults under this Agreement, in addition to other remedies, the Seller shall have the right to assign the Buyer's rights under this Agreement to a third party.

14. This instrument, executed in duplicate originals, is to be construed under the Laws of the State of Maine.

15. This Agreement may be canceled, modified, or amended only by a writing executed by the parties hereto or their legal representatives.

IN WITNESS WHEREOF, Sellers and Buyer have signed this Agreement in duplicate originals on the day and year first written above.

Machias Savings Bank

WITNESS

By: _____
Its: Attorney

WITNESS

Buyer
Address:
SS#:

QUITCLAIM DEED WITHOUT COVENANT

MACHIAS SAVINGS BANK, of Machias, State of Maine, as foreclosing mortgagee, for consideration paid, releases to _____, of _____, State of _____, a certain lot or parcel of land with any buildings thereon, situated in Beals, County of Washington and State of Maine, more particularly bounded and described as follows:

SEE EXHIBIT A

Grantor has acquired its title in the above described property by virtue of foreclosure proceedings against Galen Alley in connection with certain mortgages given by said mortgagor to Machias Savings Bank recorded in the Washington County Registry of Deeds in Book 3609, Page 290 dated January 29, 2010; Book 3609, Page 309 dated January 29, 2010; Book 3635, Page 279 dated May 10, 2010; Book 4158, Page 136 dated May 6, 2010. Suit for foreclosure was instituted by the Grantor in the Maine District Court, Machias, Maine on June 15, 2018. An attested copy of the Clerk's Certificate was duly recorded in the Washington County Registry of Deeds on June 25, 2018 in Book 4470, Page 287. Judgment was entered by the court on November 13, 2018. Pursuant to the terms of the judgment, a copy of which is recorded in said Registry in Book _____, Page _____, the period of redemption terminated on February 11, 2019. Subsequently and pursuant to the terms of the statute under which the Grantor/Mortgagee proceeded, a public sale was held on May 24, 2019 after notification by newspaper publication on April 22, 2019, April 29, 2019, and May 6, 2019 as reflected in the copy of the Affidavit of Publication attached as **Exhibit B**. The grantee was the highest bidder at the public sale. For reference to the procedure utilized by the Grantor/Mortgagee in connection with these premises, see Title 14 M.R.S.A. § 6321, et seq.

The premises are conveyed "as is" and subject to all municipal taxes and assessments, and all matters of record. Grantor makes no representation as to the suitability of the premises for any purpose.

Grantee's mailing address is _____.

IN WITNESS WHEREOF, the said Machias Savings Bank have caused this instrument to be signed in their name as an instrument under seal this ____ day of May, 2019.

WITNESS:

MACHIAS SAVINGS BANK

By:

Its:

STATE OF MAINE

COUNTY OF _____, 2019

Then personally appeared the above-named _____ in his capacity as _____ and acknowledged the foregoing instrument to be their free act and deed and the free act and deed of Machias Savings Bank.

NOTARY PUBLIC

Typed or Printed name of

Notary: _____

TOTAL			
TOTAL LAND	218	TOTAL BUILDINGS:	977
			REAL ESTATE TAX

WEARVES/ETC.	LAND VALUB. CALCULATIONS	CLASS:	USE THIS SPACE FOR CALCULATING TOTAL BUILDINGS, WHARVES, ETC.	VALUES/ETC.
15 X 10 = 150	ACREAGE: 24 = 4800	B1	9357	VALUES BUILDINGS 9717
X3 = 450		W	360	VALUE LAND 21100
X 80% = 360	SHOREFRONT: 163' = 6300			TOTAL REAL ESTATE 30817
	163' X 25 X 80%			
	WELL	5000		<GOMESTRAD>
				<WATERLAND>
	SEPTIC	5000		<OTHER>
				TOTAL EXEMPTIONS
				NET TOTAL 30817
TOTAL	TOTAL LAND 21100		TOTAL BUILDINGS: 9717	REAL ESTATE TAX



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.

DISCLOSURES RELATIVE TO PROPERTY

Auction # R19-255B

Location: 176 Alleys Bay Road, Beals, 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>
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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 _____
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Signature of Buyer _____	Date _____
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