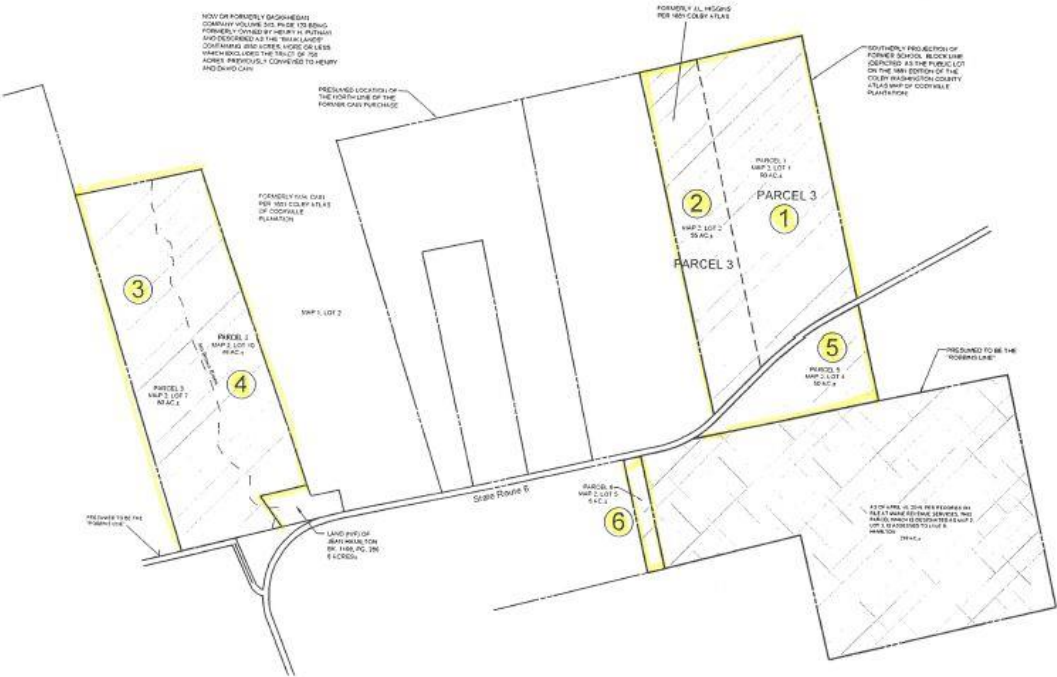


# REAL ESTATE AUCTION R19-259

Property at Route 6 f/k/a Topsfield and Lambert Lake Road,  
Codyville Road, and Vanceboro Road, Codyville Plantation



**FRIDAY, SEPTEMBER 6TH @ 11:00 AM**

PREVIEW: THURSDAY, AUGUST 22ND @ 2-3 PM OR BY APPT.

Route 6, Codyville Plantation, ME

\* Acreages and Map/Lot Info Attached

# **R19-259 Land / Residential**

Route 6, Codyville Plantation, ME

\* Acreages and Map/Lot Info Attached

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, SEPTEMBER 6TH @ 11:00AM

Dear Prospective Bidder:

Machias Savings Bank and Central Maine Auction Center, in conjunction with Adams Real Estate would like to announce auction R19-259. The real estate at Route 6 f/k/a Topsfield and Lambert Lake Road, Codyville Road, and Vanceboro Road, Codyville Plantation.

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 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.

**NOTICE OF PUBLIC SALE  
Pursuant to 14 M.R.S. § 6323**

**September 6, 2019 at 11:00 a.m.**

**Property at Route 6 a/k/a Topsfield and Lambert Lake Road,  
Codyville Road and Vanceboro Road, Codyville Plantation**

**Property at Route 1 & Bingo Road a/k/a 544 Houlton Road, Waite**

**Auction to be held at 544 Houlton, Road, Waite**

Notice is hereby given that in accordance with a Judgment of Foreclosure and Sale docketed June 18, 2019, entered by the Washington County Superior Court in the case of *Machias Savings Bank v. Jill M. Hamilton, et al.*, Docket No. RE-19-9 (the “Judgment”), wherein the Court adjudged the foreclosure of the following mortgages:

- (a) a Mortgage from Jill Hamilton and Lyle Hamilton to Machias Savings Bank dated September 22, 2005, recorded at the Washington County Registry of Deeds in Book 3067, Page 243 (the “First Waite Mortgage”);
- (b) a Mortgage from Lyle Hamilton to Machias Savings Bank dated January 16, 2008, recorded at the Washington County Registry of Deeds in Book 3375, Page 231 (the “First Codyville Mortgage”);
- (c) a Mortgage from Lyle Hamilton and Jill Hamilton to Machias Savings Bank dated December 23, 2008, recorded at the Washington County Registry of Deeds in Book 3481, Page 233 (the “Second Waite Mortgage”); and
- (d) a Mortgage from Lyle Hamilton to Plaintiff dated December 23, 2008, recorded at the Washington County Registry of Deeds in Book 3481, Page 246 (the “Second Codyville Mortgage” and together with the First Waite Mortgage, the Second Waite Mortgage and the First Codyville Mortgage, the “Mortgages”);

the period of redemption from said Judgment having expired, a public sale of the property described in the Mortgages will be conducted on September 6, 2019, commencing at 11:00 a.m., at 544 Houlton, Road, Waite, Maine.

The property will be sold in separate lots by public auction subject to all outstanding municipal assessments and encumbrances. The deposit to bid is \$5,000.00 per lot in U.S. funds by certified or bank check made payable to Pierce Atwood LLP, and with the balance of the purchase price due and payable within 30 days of the public sale. Conveyance of the property will be by release deed. All other terms and conditions of the sale will be available from the

auctioneer, Central Maine Auction Center, 44 Concord Drive, Hermon, ME 04401, (207) 848-7027, [emily@cmauctioncenter.com](mailto:emily@cmauctioncenter.com).

Dated: July \_\_\_, 2019

MACHIAS SAVINGS BANK

By: /s/ Jacob A. Manheimer

Jacob A. Manheimer  
Pierce Atwood LLP  
254 Commercial Street  
Portland, ME 04101  
(207) 791-1338  
[jmanheimer@pierceatwood.com](mailto:jmanheimer@pierceatwood.com).

## **TERMS AND CONDITIONS OF SALE**

### **Mortgage Foreclosure Auction**

**September 6, 2019 at 11:00 a.m.**

**Property at Route 6 a/k/a Topsfield and Lambert Lake Road,  
Codyville Road and Vanceboro Road, Codyville Plantation**

**Property at Route 1 & Bingo Road a/k/a 554 Houlton Road, Waite**

**Auction to be held at 554 Houlton, Road, Waite**

Machias Savings Bank, as foreclosing mortgagee (the "Mortgagee"), will conduct a public auction in order to sell (i) six parcels of real estate located in Codyville (the "Codyville Parcels"), more particularly described in a Mortgage from Lyle Hamilton to Machias Savings Bank dated January 16, 2008, recorded at the Washington County Registry of Deeds in Book 3375, Page 231, and a Mortgage from Lyle Hamilton to Plaintiff dated December 23, 2008, recorded at the Washington County Registry of Deeds in Book 3481, Page 246, and (ii) one parcel of real estate located in Waite (the "Waite Parcel"), more particularly described in a Mortgage from Jill Hamilton and Lyle Hamilton to Machias Savings Bank dated September 22, 2005, recorded at the Washington County Registry of Deeds in Book 3067, Page 243, and a Mortgage from Lyle Hamilton and Jill Hamilton to Machias Savings Bank dated December 23, 2008, recorded at the Washington County Registry of Deeds in Book 3481, Page 233.

1. Date/Place of Sale: The Codyville Parcels and the Waite Parcel (collectively, the "Property") shall be sold on September 6, 2019, commencing at 11:00 a.m. at 554 Houlton Road, Waite, Maine (the "Sale").

2. Nature of Sale: The Mortgagee is foreclosing on the Mortgage described above. Sale will be by public sale pursuant to 14 M.R.S. § 6323.

3. Terms of Sale:

A. The sale of the Property is subject to all of the terms set forth in the Notice of Public Sale published in The Bangor Daily News on July 31, 2019, August 7, 2019 and August 14, 2019, and the additional terms set forth below.

B. The Codyville Parcels shall be offered as a single lot consisting of all six parcels and as four separate lots; lot 1 consisting of Parcel 1 and Parcel 2, lot 2 consisting of Parcel 3 and Parcel 4, lot 3 consisting of Parcel 5, and lot 4 consisting of Parcel 6. The Mortgagee will accept the higher of (i) the offer for all six parcels as a single lot and (ii) the sum of the offers for the six parcels as separate lots.

C. The Waite Property shall be offered as a single lot.

- D. The Property will be sold 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 Mortgagee's form of Purchase and Sale Agreement, a copy of which is available from the Mortgagee's attorney.
- E. The Property is being sold **"AS IS, WHERE IS, AND WITH ALL FAULTS."** The Mortgagee 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.** The Mortgagee, the Mortgagee's attorney, their 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 Mortgagee, the Mortgagee's attorney, their agents and subagents make no guaranties as to the accuracy of the information herein contained or in any other property or listing or advertising or promotional/publicity statements and materials. Any information provided by the Mortgagee, the Mortgagee's attorney, their agents or subagents 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 Mortgagee, the Mortgagee's attorney, their agents or subagents or regarding the environmental or any other condition condition of the Property.
- F. A deposit to bid of \$5,000 per lot, in the form of a bank cashier's check payable to Pierce Atwood LLP, must be delivered to Central Maine Auction Center (the "Auctioneer") prior to the Sale in order to bid. The deposit to bid is nonrefundable as to the highest bidder. Unsuccessful bidders' checks will be returned immediately after the auction.
- G. The Property shall be sold subject to any outstanding real estate taxes assessed by and due and payable to any taxing authority for real estate taxes due for the current year and any other unpaid assessments due to municipal or quasi-municipal corporations.
- H. The balance of the purchase price for the Property will be due and payable within 30 days of the Sale.
- I. The deed to the Property will be a Quitclaim Deed Without Covenant. The high bidder shall at his/her/its cost pay all real estate transfer taxes (including the Mortgagee's share), whether assessed to purchaser or the Mortgagee.

- J. The sale is subject to all of the terms set forth in the Mortgagee's form of Purchase and Sale Agreement, distributed by the Auctioneer to all registered bidders at the time of registration.
- K. If the high bidder for the Property defaults by failing to pay the full purchase price for the Property within the time specified in the Purchase and Sale Agreement, or if such high bidder otherwise breaches the terms of the sale, the Mortgagee may, in addition to all other remedies allowed by law or equity, retain the full Deposit. 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 Mortgagee's sole and exclusive option, the Mortgagee may have the rights under the Purchase and Sale Agreement assigned to the Mortgagee, or to the Mortgagee's nominee, without any other or further action by the defaulting high bidder.
- L. The Mortgagee reserves 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 Mortgagee.
- M. A record of bidding will be maintained by Auctioneer for the Mortgagee's 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 prior to commencement of the bidding. The Mortgagee disclaims any responsibility for providing notice of any kind to any persons subsequent to the Sale on September 6, 2019.

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. Re-openings of bidding shall be determined by the Auctioneer. The Auctioneer reserves the right to modify the terms and structure of the Sale. The Auctioneer 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 MORTGAGEE 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 ANY PARCEL.**

The Mortgagee specifically disclaims, and buyer acknowledges that Mortgagee 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 high bidder therefor.

7. Possession: The high bidder for the Property 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. Bidder's Registration: By signing a Bidder Registration Form, each bidder is signing a written and binding contract agreeing to all of the terms and conditions set forth herein. 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 the Mortgage and the Auctioneer that the representative is duly and appropriately authorized to act on behalf of the parties submitting the proxy bid.

9. 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 Mortgagee and any successful bidder, the Purchase and Sale Agreement will control.

**PURCHASE AND SALE AGREEMENT**

This Agreement entered into this 6<sup>th</sup> day of September, 2019, is by and between Machias Savings Bank, having a mailing address of 4 Center Street, PO Box 318, Machias, ME 04654 (“Seller”), and \_\_\_\_\_, having a mailing address of \_\_\_\_\_ (“Buyer”).

**WITNESSETH:**

WHEREAS, Seller is desirous of selling all of its right, title and interest in and to certain land more particularly described on **Exhibit A** attached hereto and by this reference made a part hereof, together with all improvements and fixtures situated thereon (the “Property”); 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 \$5,000, receipt of which is hereby acknowledged, does hereby agree to sell and convey the Property for the Purchase Price, plus all sales taxes applicable to the sale of the Property and Buyer agrees to purchase the same for the said price upon the following terms and conditions:

1. Seller agrees, at the time of closing and upon receipt of the balance due of the Purchase Price, to execute and deliver to Buyer a Quitclaim Deed Without Covenant for the Property (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.R.S. § 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 Property, by a competent surveyor, might reveal;

(d) Rights of parties in possession, if any;

(e) Unrecorded liens, including but not limited to, mechanics or materialmen liens, and liens for costs relating to hazardous substance sites pursuant to 38 M.R.S. § 1731, and recorded liens against all others than owners of record;

(f) Easements and rights of way of record; and

(g) Real estate tax liens of record.

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.

2. 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 OF THE BUYER OF THE DEED 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.

3. 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.

4. 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 in consideration therefor by Buyer shall constitute a reaffirmation of the agreements, representations, warranties and acknowledgements of Buyer as set forth herein.

5. The closing shall be held no later than October 6, 2019, at Seller's branch at 1126 Hammond Street, Bangor, Maine 04401, or such earlier date, time and place as Buyer and Seller may agree upon in writing.

6. It is agreed that time is of the essence to this Agreement and the closing.

7. 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, Seller may retain the Deposit in partial payment of, but not satisfaction of its claim for damages, and, 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.

8. 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.

9. All unpaid real estate taxes due to any taxing authority, 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 Property as provided by 36 M.R.S. § 4642, et seq.

10. 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.

11. 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:                   Machias Savings Bank  
                                      Attn: Gregory J. Fuller  
                                      1126 Hammond Street  
                                      Bangor, ME 04401

With a copy to:               Jacob A. Manheimer, Esq.  
                                      Pierce Atwood LLP  
                                      Merrill's Wharf  
                                      254 Commercial Street  
                                      Portland, ME 04101  
                                      [jmanheimer@pierceatwood.com](mailto:jmanheimer@pierceatwood.com)

If to Buyer:                   \_\_\_\_\_

                                      \_\_\_\_\_

                                      \_\_\_\_\_

Any party may designate another addressee (or a different address) for notices hereunder by notice given pursuant to this paragraph. A notice set 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.

12. 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.

13. Buyer shall have no right to possession of the Property at any time prior to the 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.

14. The sale described herein is subject to all terms and conditions announced at the auction.

15. 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 cancelled, 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 7 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.

MACHIAS SAVINGS BANK

By: \_\_\_\_\_  
Name:  
Title:

BUYER:

By: \_\_\_\_\_  
Its:  
Title:



EXHIBIT A ATTACHMENT TO MORTGAGE

The following lots of parcels of land, situated in Codyville Plantation, in the County of Washington and State of Maine, being bounded and described as follows, to wit:

PARCEL NO. 1: A certain lot or parcel of land situated in said Codyville Plantation in said Washington County, bounded and described as follows, to wit: Bounded on the north by the north line of the Cain Purchase, so-called; on the east by the School Block line; on the south by the so-called Robbins line; and on the west by land formerly owned or occupied by J. H. Higgins, containing 90 acres, more or less.

PARCEL NO. 2: Also one other lot or parcel of land situated in said Codyville Plantation and bounded on the north by land formerly owned or occupied by Henry H. Putnam; on the east by land formerly owned or occupied by Thomas Sprague; on the south by said Topsfield and Lambert Lake Road, so-called; and on the west by land owned or occupied by Stillman Cochran.

PARCEL NO. 3: Bounded on the north by the north line of the Cain Purchase, so-called; on the east by the so-called land of Geo. Blinn; on the south by the Robbins line, so-called; and on the west by the so-called land of Geo. Blinn, being the premises conveyed to Harry A. Houghton by Agnes Sprague Cochran by deed dated May 31, 1920 and recorded in Washington County Registry of Deeds in Book 346, Page 596 to which deed and all deeds mentioned thereon for a more particular description further reference may be had.

PARCEL NO. 4: A certain lot or parcel of land situated in Codyville Plantation with barn thereon known as the Lewis Cross farm and bounded as follows: Commencing at the point on the Codyville Road where Jim Brown Brook crosses this road on the north side of said Brook running northwesterly along said brook 250 rods, more or less; thence at right angles 34 rods; thence southerly or southeasterly 234 rods; thence at right angles 20 rods parallel with said Codyville Road; thence 16 rods southwesterly to Codyville Road; thence along said road 54 rods to place of beginning. Containing 52 acres, more or less.

Meaning and intending to convey the same premises conveyed to Harry Houghton by Daniel G. Lane by deed dated April 14, 1908 and recorded in Washington County Registry of Deeds in Book 282, Page 170.

PARCEL NO. 5: A certain lot or parcel of land with the buildings thereon situated in said Codyville Plantation lying and being on the south side of the Codyville Road, so-called and containing 50 acres, more or less, and formerly occupied by John Landers as a homestead farm; said premises being bounded as follows:

On the north by the Topsfield and Lambert Lake Road, so-called; on the east by the School Block, so-called; on the south by land known as the Eaton land; and on the west by land owned or occupied by Ira Cochran; meaning and intending to convey the same premises conveyed by Elbridge B. Davis to Phena M. Hamilton and Robert Hamilton by deed dated September 23, 1949 and recorded in Washington County Registry of Deeds in Book 486, Page 540.

Provided, nevertheless, that there is excepted from Parcel No. 2 above a lot which was previously conveyed by Ellen M. Houghton and Phena M. Hamilton to Lyle R. Mallory by deed dated September 17, 1938 and recorded in Washington County Registry of Deeds in Book 425, Page 381.

All of the above parcels of land were described in a deed from Phena M. Roach and Edna L. Mallory to Dale R. Hamilton dated February 23, 1976 and recorded in Volume 965, Page 251 of said Registry of Deeds. For title of Dale R. Hamilton to Parcel No. 4, reference may further be had to deed from Lyle Robert Hamilton dated September 15, 1987 and recorded in Volume 1468, Page 254 of and reference may also be had to deed from Robert Hamilton to Dale R. Hamilton dated October 31, 1967 and recorded in Volume 965, Page 254 for title of Dale R. Hamilton in and to Parcel No. 5 above described.

PARCEL NO. 6: A certain lot or parcel of land situated in Codyville Plantation on the south side of the Vanceboro Road, so-called, County of Washington, State of Maine, and bounded and described as follows, to wit:

Starting at a stake on the south side of the Vanceboro Road, which stake is the northeast corner stake of the Therman A. LaPlant land; thence in a general southerly direction along the stone wall on the easterly side of the LaPlant land for a distance of 68 rods, more or less, to a stake at the St. Croix Pulpwood Company land (formerly Eaton lands); thence in a general easterly direction for a distance of 12 rods along the north boundary of the St. Croix Pulpwood Company land to a point; thence in a general northerly direction for a distance of 68 rods, more or less, to a point on the south side of the Vanceboro Road, so-called, Route #6; thence in a general westerly direction for a distance of 12 rods along the south side of said road to a stake, the place of beginning.

Being the same premises described in a QuitClaim Deed from Lyle R. Hamilton, Penni F. Theriault and Faye A. Hamilton to Faye A. Hamilton and Lyle R. Hamilton, as joint tenants, dated January 5, 1999 and recorded in Book 2309, Page 320 of the Washington County Registry of Deeds. Lyle R. Hamilton is surviving joint tenant, the said Faye A. Hamilton being deceased March 19, 2002.

Town of Codyville Plantation:

207-796-2747 told me to call Grace Monk – according to Town of Codyville Plantation, Lyle Hamilton is deceased.

Call Grace Monk: 207-796-5548, who told me Lyle Hamilton is deceased; property was in his name alone.

12/03/2018:

Mailing address for bills: PO Box 62, Princeton, ME 04668. Owned 7 parcels:

- \$421.68 – used to be his father's land. These should have been paid in November.
- \$274.16
- \$143.84
- \$232.36
- \$247.11
- \$138.92
- \$103.06

*Believe these are  
6 parcels in  
2309-320*

*Believe this is the  
Wife - mentioned  
in his will*

NAME Hamilton, Lyle

REMARKS

DATE	BOOK/PAGE	DATE	BOOK/PAGE	MAP NO.	WASHINGTON
				PLAN NO.	
				LOT NO.	
				SUBD. LOT	
				EXEMPT	
				LEASE NO.	
				LEASE FROM	

Account # 291100005  
 Building 1 of 1  
 911 Road Name

ADDRESS

CODYVILLE PLT, WASHINGTON  
 Map WASHINGTON Plan Lot

Review date / /  
 Review by  
 Comment

LAND VALUATION	Std Lot Size	Std Depth	Avg Depth	Front Ft Price	Parcel Acres
1.0 acre			0	\$0	160.00
Base Lot Type	Base Lot	Unit Value	Factor	Base Lot Value	
Under Dirt Rd	1.00	\$4,500	1.00	\$4,500	
Acage	159.00	\$360			
Wet Land/Barren	0.00	\$90			\$57,240
Topography				Adj	0.00

Waterfront Front Feet	Depth Factor	Excess Factor	Total Waterfront Value
First 250 fr ft	0.00	0.00	\$0
Next 300 fr ft	0.00	0.50	\$0
550+ fr ft	0.00	0.35	\$0
0.00 Waterfront Acres			\$0

Other	Acres	\$/ac	Topography
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
Paving	0	\$0	Well Type
			\$0

GPS Coordinates	160.00ac. Unclassified
	61,740
Notes	Total Buildings: 0
	Tree Growth Valuation: 0
	Total Property: 61,740
	Tree Growth Acres: 0.00
	Total Acres: 160.00

NAME: Hamilton, Lyle      REMARKS:      COUNTY: WASHINGTON

DATE	BOOK/PAGE	DATE	BOOK/PAGE	MAP NO.	WASHINGTON
				PLAN NO.	

Account # 291100006      911 Road Name

Building 1 of 1

ADDRESS: CODYVILLE PLT, WASHINGTON  
Map WASHINGTON Plan Lot

Review date / /  
Review by  
Comment

LOT NO.  
SUBD. LOT  
EXEMPT  
LEASE NO.  
LEASE FROM

Std Lot Size	Std Depth	Avg Depth	Front Ft Price	Parcel Acres
LAND VALUATION 1.0 acre		0	\$0	100.00
Base Lot Type	Base Lot	Unit Value	Factor	Base Lot Value
Under Dirt Rd	1.00	\$4,500	1.00	\$4,500
Acreege	99.00	\$360		\$35,640
Wet Land/Barren	0.00	\$90		\$0

Waterfront Front Feet	Depth Factor	Excess Factor	Adj
First 250 fr ft	0.00	0.00	\$0
Next 300 fr ft	0	0.00	\$0
550+ fr ft	0	0.00	\$0
0.00 Waterfront Acres		0.35	\$0
Topography	0.00	Total Waterfront Value	\$0

Other	Acres	S/ac	Topography
Paving	0	\$0	0
Well Type			0

GPS Coordinates	Notes
100.00ac. Unclassified	40,140
Total Buildings:	0
Tree Growth Valuation:	0
Total Property:	40,140
Tree Growth Acres:	0.00
Total Acres:	100.00

Date Printed 09/01/2017

PROPERTY RECORD CARD - TOWNSHIP CODYVILLE PLT

NAME Hamilton, Lyle

COUNTY WASHINGTON

DATE	BOOK/PAGE	DATE	BOOK/PAGE	MAP NO.	WASHINGTON
				PLAN NO.	
				LOT NO.	
				SUBD. LOT	
				EXEMPT	
				LEASE NO.	
				LEASE FROM	

Account # 291100007  
 Building 1 of 1  
 911 Road Name

ADDRESS

CODYVILLE PLT, WASHINGTON  
 Map WASHINGTON Plan Lot

Review date / /	
Review by	
Comment	

LAND VALUATION	Std Lot Size	Std Depth	Avg Depth	Front Ft	Price	Parcel Acres
Base Lot Type	1.00					47.00
Undev Dirt Rd						
Acreage	46.00					\$16,560
Wet Land/Barren	0.00					\$0
Topography						Adj 0.00

Waterfront Front Feet	Depth Factor	Excess Factor	Total Waterfront Value
First 250 fr ft	0.00	0.00	\$0
Next 300 fr ft	0.00	0.50	\$0
550+ fr ft	0.00	0.35	\$0
0.00 Waterfront Acres			\$0

Other	Acres	\$/ac	Topography
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
Paving	0	\$0	Well Type
			\$0

GPS Coordinates	47.00ac. Unclassified	21,060
Notes	Total Buildings:	0
	Tree Growth Valuation:	0
	Total Property:	21,060
	Tree Growth Acres:	0.00
	Total Acres:	47.00

Date Printed 09/01/2017

PROPERTY RECORD CARD - TOWNSHIP CODYVILLE PLT

NAME Hamilton, Lyle

COUNTY WASHINGTON

REMARKS

DATE	BOOK/PAGE	DATE	BOOK/PAGE	MAP NO.	WASHINGTON
				PLAN NO.	
				LOT NO.	
				SUBD. LOT	
				EXEMPT	
				LEASE NO.	
				LEASE FROM	

Account # 291100008  
 Building 1 of 1  
 911 Road Name

ADDRESS

CODYVILLE PLT, WASHINGTON  
 Map WASHINGTON Plan Lot

Review date / /	Review by	Comment
Std Lot Size	Std Depth	Avg Depth
1.0 acre	0	0
Front Ft Price	Parcel Acres	
\$0	83.00	
Base Lot Type	Base Lot	Unit Value
Under Dirt Rd	1.00	\$4,500
Factor	Base Lot Value	
1.00	\$4,500	
Acres		
82.00		\$360
Wet Land/Barren	0.00	\$90
Topography		
		Adj
		0.00

Waterfront Front Feet	0	Depth Factor	Excess Factor
First 250 fr ft	0.00		0.00
Next 300 fr ft	0		0.50
550+ fr ft	0		0.35
0.00 Waterfront Acres	0.00	Total Waterfront Value	\$0

Other	Acres	S/ac	Topography
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
Paving	0	\$0	Well Type
			\$0

GPS Coordinates	83.00ac. Unclassified	34,020
Notes	Total Buildings:	0
	Tree Growth Valuation:	0
	Total Property:	34,020
	Tree Growth Acres:	0.00
	Total Acres:	83.00
Date Printed 09/01/2017		

PROPERTY RECORD CARD - TOWNSHIP CODYVILLE PLT

NAME: Hamilton, Lyle      REMARKS:      COUNTY: WASHINGTON

DATE	BOOK/PAGE	DATE	BOOK/PAGE	MAP NO.	WASHINGTON

Account # 291100009      911 Road Name

Building 1 of 1

ADDRESS

CODYVILLE PLT, WASHINGTON  
Map WASHINGTON Plan Lot

Review date / /  
Review by

Comment

LOT NO.  
SUBD. LOT  
EXEMPT  
LEASE NO.  
LEASE FROM

Std Lot Size	Std Depth	Avg Depth	Front Ft Price	Parcel Acres
LAND VALUATION 1.0 acre		0	\$0	89.00
Base Lot Type	Base Lot	Unit Value	Factor	Base Lot Value
Undev Dirt Rd	1.00	\$4,500	1.00	\$4,500
Acreege	88.00	\$360		\$31,680
Well Land/Barren	0.00	\$90		\$0
Topography			Adj	0.00

Waterfront Front Feet	Depth Factor	Excess Factor	Value
First 250 fr ft	0.00	0.00	\$0
Next 300 fr ft	0	0.00	\$0
550+ fr ft	0	0.00	\$0
0.00 Waterfront Acres	0.00	Total Waterfront Value	\$0

Other	Acres	\$/ac	Topography	Value
	0.00	0.00	0.00	\$0
	0.00	0.00	0.00	\$0
	0.00	0.00	0.00	\$0
Paving	0	\$0	Well Type	\$0

GPS Coordinates	89.00ac. Unclassified	36,180
Notes	Total Buildings:	0
	Tree Growth Valuation:	0
	Total Property:	36,180
	Tree Growth Acres:	0.00
	Total Acres:	89.00

Date Printed 09/01/2017



PROPERTY RECORD CARD - TOWNSHIP CODYVILLE PLT

NAME

REMARKS

COUNTY WASHINGTON

Hamilton, Lyle

DATE	BOOK/PAGE	DATE	BOOK/PAGE	MAP NO.	WASHINGTON

LOT NO.	PLAN NO.

Review date / /  
Review by

Account #  
291100010

911 Road Name

Building 1 of 1

Comment  
EXEMPT  
LEASE NO.  
LEASE FROM

ADDRESS

CODYVILLE PLT, WASHINGTON  
Map WASHINGTON Plan Lot

LAND VALUATION	Std Lot Size	Std Depth	Avg Depth	Front Ft Price	Parcel Acres
	1.0 acre		0	\$0	45.00

Base Lot Type	Base Lot	Unit Value	Factor	Base Lot Value
Undev Dirt Rd	1.00	\$4,500	1.00	\$4,500

Acres	Value
44.00	\$360
0.00	\$90
	\$15,840

Wet Land/Barren 0.00 \$90 \$0

Topography Adj 0.00

Waterfront Front Feet	Depth Factor	Excess Factor	Value
First 250 fr ft	0.00	0.00	\$0
Next 300 fr ft	0.00	0.50	\$0
550+ fr ft	0.00	0.35	\$0

0.00 Waterfront Acres 0.00 Total Waterfront Value \$0

Topography  
Lake Name

Other	Acres	\$/ac	Topography	Value
	0.00	0.00	0.00	\$0
	0.00	0.00	0.00	\$0
	0.00	0.00	0.00	\$0
Paving	0	\$0	Well Type	\$0

GPS Coordinates	Notes	Total Buildings:	Total Property:	Total Growth Acres:	Total Acres:
		45.00ac. Unclassified	20,340	0	0
		0	0	20,340	0.00
		0	0	0.00	45.00

Date Printed 09/01/2017

**DISCLOSURES RELATIVE TO PROPERTY**

**Auction # R19-259**

**Location: Route 6, Codyville, 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 \_\_\_\_\_

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](http://www.maine.gov/professionallicensing). Inactive licensees may not practice real estate brokerage.