

REAL ESTATE AUCTION R19-259
554 HOULTON ROAD, WAITE, ME

FRIDAY, SEPTEMBER 6TH @ 11:30AM

554 HOULTON ROAD, WAITE, ME

PREVIEW: THURSDAY, AUGUST 22ND @ 3-4PM OR BY APPT.

MAP 1 LOT 13

± 5 ACRES

R19-259 Land / Residential

554 Houlton Road, Waite, ME

Map 1 Lot 13

± 5 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, SEPTEMBER 6TH @ 11:30AM

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 554 Houlton Road in Waite, ME, consists of \pm 5 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 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.

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.

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 6th 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

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

A certain lot or parcel of land together with any buildings and improvements thereon, situated in Waite, County of Washington, State of Maine, and bounded and described as follows:

A certain lot or parcel of land in the Town of Waite, in Washington County, Maine, and bounded and described as follows, to wit: Beginning at the intersection of the northerly margin of the Bingo Road and the easterly margin of U.S. Route #1; thence along said margin of said Bingo Road N. $65^{\circ} 16' 59''$ E 470.46' to an iron rod; thence N $02^{\circ} 31' 17''$ W 500.00' to an iron rod; thence S $65^{\circ} 16' 59''$ W 470.6' to an iron rod on the easterly margin of U.S. Route #1; thence along said margin S $02^{\circ} 32' 17''$ E 500.00' to the point of beginning, containing 5.00 acres, more or less.

Meaning and intending to convey the same premises conveyed to the within Grantor, Lyle R. Hamilton by Paula K. Phelps and Daniel Phelps by deed dated July 9, 1994 and recorded in the Washington County Registry of Deeds in Book 2907, Page 90. For further reference as to title, see deed from Lyle Hamilton to Lyle R. Hamilton and Jill M. Hamilton to be recorded in said Registry.

Granting also to the Grantee herein, its successors and assigns, all rights, privileges, appurtenances and easements belonging to the granted estate as intended by M.R.S.A., Title 33, Section 773.

Subject to the express covenant and condition noted in the aforesaid deed recorded in Book 2907, Page 90 as follows:

"This conveyance is made on the express covenant and condition that the grantee, his heirs and assigns not operate a retail store or gas station on the property, so long as the grantors herein own or operates the Waite General Store. Should the Grantee violate this covenant/condition, the Grantors shall have the right to obtain injunctive relief to prevent said use, without bond, from the Superior Court of Washington County."

Town of Waite

2018 REAL ESTATE TAX BILL

Jill Hamilton
 Lyle Hamilton
 PO BOX 62
 Princeton, ME 04668

Current Billing Information	
Land	\$8,800.00
Building	\$89,000.00
Assessment	\$97,800.00
Homestead exemption	
Veteran exemption	
Taxable	\$97,800.00
MIL Rate	0.0185
Total Due	\$1,809.30

Acres: 5
 Map/Lot: NW5/13 Book/Page:
 Location: Houlton/Bingo roads

Payment Due on: 2/15/2019

Information

An error in the name of the person taxed or an omission to make or send notice of tax bill shall not invalidate a tax or proceedings for collection and enforcement of the same. Your property tax has been reduced by 21% because of distribution of state municipal revenue sharing, state reimbursement for Maine resident homestead property tax exemption, and state aid for education.

The town of Waite has a policy pursuant to 36 M.R.S.A. 906 of applying all tax payments to the oldest outstanding tax obligation.

The town of Waite has a policy of placing liens on properties that are more than two years in arrears .

TAXES ARE DUE AND PAYABLE FEBRUARY 15, 2019

INTEREST OF 7% PER ANNUM WILL BE CHARGED ON BALANCES DUE BEGINNING FEBRUARY 16, 2019

Unpaid taxes as of April 30, 2019 will be published in the annual town report.

Tax Collector email: treasurerofwaite@gmail.com

Office Hours: Wednesday, 9am - 11am or by appointment 796-0772

Current Billing Distribution	
Education	50 %
Municipal	39 %
County	11 %

Remittance Instructions
Please make checks or money orders payable to Town of Waite and mail to:
Town of Waite 455 Houlton RD PMB 1 Waite, ME 04492
Please include a SASE for a receipt.

Please remit this portion with payment

Name:	Lyle Hamilton	Due Date	2/15/19
Map/Lot:	NW5/13	Amount Due	\$1,809.30
Location:	Houlton/Bingo roads	Amount Paid	_____

DISCLOSURES RELATIVE TO PROPERTY

Auction # R19-259

Location: 554 Houlton Road, Waite, 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. Inactive licensees may not practice real estate brokerage.