

REAL ESTATE AUCTION R19-262

672 YOHO HEAD ROAD, MACHIASPORT, ME



FRIDAY, SEPTEMBER 20TH @ 11:00 AM

9/20/19

672 YOHO HEAD ROAD, MACHIASPORT, ME

PREVIEW: MONDAY, SEPTEMBER 9TH @ 11-12:00 PM OR BY APPT.

MAP/LOT 012-070-040

± 3.07 ACRES

R19-262 Land / Residential

672 Yoho Head Road, Machiasport, ME

Map/Lot 012-070-040

± 3.07 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 20TH @ 11:00 AM

Dear Prospective Bidder:

Machias Savings Bank and Central Maine Auction Center, in conjunction with Adams Real Estate would like to announce auction R19-262. The real estate at 672 Yoho Head Road in Machiasport, ME, consists of ±3.07 acres of residential land.

The above property is subject to a \$5,000.00 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.

STATE OF MAINE
WASHINGTON, ss.

SUPERIOR COURT
Docket No. RE-2018-22

MACHIAS SAVINGS BANK,)
)
 PLAINTIFF)
)
 v.)
)
 JOHN V. McDERMOTT, JR.,)
)
 DEFENDANT and)
)
 KEVIN SHAW and UNITED STATES)
 OF AMERICA,)
)
 PARTIES IN INTEREST)

*****DISCLAIMER*****

Machias Savings Bank and Central Maine Auction Company have provided the information contained in this bid package to persons interested in bidding for the property described herein. Each believes the information contained herein to be accurate and complete. ***However, neither Machias Savings Bank nor Central Maine Auction Company, nor their respective agents, employees or attorneys, make any warranties of any kind as to the accuracy or completeness of the information contained herein.*** Interested bidders are urged to make such an independent investigation as to each of those matters to which an ordinary and prudent buyer would inquire.

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

Ryan P. Dumais, Esq., Eaton Peabody, 77 Sewall Street, P.O. Box 5249, Augusta, ME 04332-5249 ■ (207) 622-3747 ■ www.eatonpeabody.com ■ Attorneys for Machias Savings Bank

TERMS AND CONDITIONS OF PUBLIC SALE

Machias Savings Bank v. John V. McDermott, Jr. et al.
672 Yoho Head Road (f/k/a Lot 40 Yoho Head Road)
Machiasport, Washington County, Maine

The following are the terms and conditions of the public sale of the real property subject to a Mortgage Deed granted to Machias Savings Bank by John V. McDermott, Jr., said Mortgage Deed having been foreclosed as described in the Judgment of Foreclosure and Sale dated April 22, 2019, and entered by the Superior Court for Washington County, Machias, Maine, in the matter of Machias Savings Bank v. John V. McDermott, Jr. et al. (Docket No. RE-2018-22).

1. The property to be sold includes the real estate, together with any improvements thereon, located generally at 672 Yoho Head Road (f/k/a Lot 40 Yoho Head Road), Machiasport, Washington County, Maine, more particularly described in the Mortgage Deed from John V. McDermott, Jr. to Machias Savings Bank dated July 23, 2007, and recorded in the Washington County Registry of Deeds in Book 3311, Page 60 (the "Property"). No personal property is being sold with the Property, and bidders must satisfy themselves as to the legal character of specific property as real or personal in nature. Machias Savings Bank reserves the right, but not the obligation, for itself and its assigns, to remove any personal property from the Property without liability of any kind to the purchaser of the Property for any loss, injury, or damage sustained as a result of the storage or removal of any personal property.

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

3. The public sale will be held on September 20, 2019, at 11:00 a.m. at 672 Yoho Head Road, Machiasport, Maine.

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

5. The bidding will be conducted as a public sale. All interested bidders shall be required to register with the Auctioneer and submit a deposit in the amount of Five Thousand Dollars (\$5,000.00) in cash or certified U.S. funds made payable to Machias Savings Bank, in order to participate in the public sale. At the completion of the sale, subject to confirmation by Machias Savings Bank, the highest bidder will sign a Purchase and Sale Agreement substantially in the form attached hereto. A record of bidding will be maintained by Machias Savings Bank for its own use.

6. The successful bidder shall apply the bid qualification deposit of Five Thousand Dollars (\$5,000.00) as a nonrefundable deposit at the time of signing the Purchase and Sale Agreement. The balance of the purchase price payable by the successful bidder shall be paid in certified U.S. funds at the closing to be held on or before thirty (30) calendar days from the date of public sale as set forth in the Purchase and Sale Agreement.

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

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

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

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

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

11. Machias Savings Bank specifically disclaims, and purchaser acknowledges that Machias Savings Bank shall not be responsible for or obligated now or at any time in the future to protect, exonerate, defend, indemnify, and save purchaser or its successors or assigns, harmless from and against any loss, damage, cost, expense, clean-up or liability, including, but not limited to, attorneys' fees and court costs, and including, but not limited to such loss, damage, cost, expense, or liability, based on personal injury, death, loss, or damage to property suffered or incurred by any person, corporation, or other legal entity, which may arise out of the presence of any such hazardous or toxic waste, substance, matter, or material on the Property.

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

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

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

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

15. All of the terms and conditions set forth in the notice of public sale published in the Machias Valley News Observer on August 14, 21, and 28, 2019, are deemed to be incorporated herein by reference.

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

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

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

PURCHASE AND SALE AGREEMENT

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

1. Purchase and Sale of Property: Subject to the terms and conditions set forth herein, the Seller hereby agrees to sell to the Purchaser, and the Purchaser hereby agrees to purchase from the Seller the real estate, together with any improvements thereon, located generally at 672 Yoho Head Road (f/k/a Lot 40 Yoho Head Road), Machiasport, Washington County, Maine, being more particularly described in a Mortgage Deed from John V. McDermott, Jr. to Machias Savings Bank dated July 23, 2007, and recorded in the Washington County Registry of Deeds in Book 3311, Page 60, the legal description therein being incorporated herein by reference (the “Property”).

2. Purchase Price: The purchase price for the Property is (bid amount) _____ (\$ _____). The Purchaser has this day deposited cash or certified U.S. funds made payable to Machias Savings Bank in the amount of Five Thousand Dollars (\$5,000.00), receipt of which nonrefundable deposit is acknowledged by the Auctioneer’s signature below. The balance of the total purchase price shall be paid in certified U.S. funds made payable to Machias Savings Bank at closing. For the sake of convenience, the amounts required to be paid in accordance with this paragraph are as follows:

[a] Total Purchase Price (bid amount)		\$ _____
[b] Non-refundable Deposit	\$ 5,000.00	
[c] Additional Deposit (if any)	\$ _____	
[d] Total Deposits ([b] + [c])		\$ _____
[e] Balance Due at Closing ([a] - [d])		\$ _____

3. Closing: The closing shall take place at Machias Savings Bank, 4 Center Street, Machias, Maine 04654, or at such other place as may be agreed between the parties, on or before thirty (30) calendar days from the date of this Agreement, at a date and time mutually agreeable to the parties. Notwithstanding the foregoing, Seller may elect to effectuate the closing by mail.

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

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

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

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

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

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

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

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

8. Purchaser's Default: In the event the Purchaser fails to fulfill any of the Purchaser's obligations hereunder, including failure to tender the deposits as required hereunder, then the Seller shall retain the Purchaser's said deposits, and may, at the Seller's option, pursue any remedies at law or equity, including specific performance.

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

10. Broker's Commission: Each party represents to the other that it has not dealt with any real estate broker nor is there any broker's commission due in connection with the Purchaser's purchase of the Property. In the event that a broker claims such a commission, the party having contact with said broker shall be responsible for satisfying such claim for commission.

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

Seller specifically disclaims, and Purchaser acknowledges that Seller shall not be responsible for or obligated now or at any time in the future to protect, exonerate, defend, indemnify, or hold Purchaser or its successors or assigns, harmless from and against any loss, damage, cost, expense, clean-up or liability, including, but not limited to, attorneys' fees and court costs, and including, but not limited to such loss, damage, cost, expense, or liability, based on personal injury, death, loss, or damage to property suffered or incurred by any person, corporation, or other legal entity, which may arise out of the presence of any such hazardous or toxic waste, substance, matter, or material on the Property.

12. Representations; Construction: The Purchaser acknowledges that the Purchaser has not relied upon any oral or written representation of the Seller, or any of the Seller's employees, agents, or attorneys. The Purchaser agrees that in the event of any ambiguity as to the meaning or intent of the terms or obligations set forth herein, or any documents executed in connection herewith, such ambiguous term or provision shall not be construed more favorably to one party than to another.

13. Limitation on Purchaser Damages: The Purchaser agrees that in any dispute or action arising out of this Agreement, or the matters described herein, the damages to which the Purchaser may be due at any time and as against the Seller for any reason shall be specifically limited to the amount of the Purchaser's deposit, repayable without interest, and that under no circumstances may such damages include any claim for punitive damages, lost profits or investment opportunities, or attorneys' fees.

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

15. Arbitration: The Purchaser agrees that in any dispute or controversy with the Seller as to the terms of this Agreement, or with respect to the matters described herein, and whether sounding in contract or tort, shall, at the election of the Seller and at any time, be resolved by binding arbitration in accordance with the applicable provisions of the Maine Uniform Arbitration Act, at 14 M.R.S. §§ 5927 et seq. and as the same may be amended from time to time. The Seller may further elect to submit less than all disputes or controversies as between the Purchaser and the Seller to binding arbitration. Nothing herein shall be construed as limiting the rights or remedies of the Seller pursuant to this Agreement or any document or agreement as between the Purchaser and the Seller and at any time, whether or not the Seller shall have previously demanded such arbitration.

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

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

18. Incorporation of Provisions: This Agreement expressly incorporates the terms and conditions of sale set forth in the Terms and Conditions of Public Sale distributed by the Auctioneer to registered bidders at the time of registration to bid, and, if applicable, further incorporates the terms and conditions of sale as announced by the Auctioneer at the public sale conducted on September 20, 2019.

19. Entire Agreement; Governing Law: This Agreement, including the incorporated provisions and the Disclosure, constitutes the entire agreement between the parties, supersedes all prior negotiations and understandings, and shall not be altered or amended, except by written amendment signed by the Seller and the Purchaser. This Agreement shall be governed by Maine law. For purposes hereof, the date of this Agreement is September 20, 2019.

20. Time for Performance: TIME IS OF THE ESSENCE. Should the Purchaser default in any obligation under this Agreement, the Purchaser agrees to indemnify and hold the Seller harmless from any resulting or consequential loss, claim, or damage of any kind whatsoever, including but not limited to any attorneys' fees incurred by the Seller.

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

WITNESSES:

MACHIAS SAVINGS BANK

By _____
Wendy L. Schors Date
Its Vice President

Purchaser Date

Social Security Number/Tax Identification Number

Purchaser Date

Social Security Number/Tax Identification Number

CENTRAL MAINE AUCTION COMPANY

By _____
Date

RELEASE DEED

DLN # _____

MACHIAS SAVINGS BANK, a Maine banking corporation having a place of business in Bangor, Maine, for consideration paid, releases to _____, of _____, _____, having a mailing address of _____, said Grantee being the high bidder at public sale, any and all right, title and interest in and to a certain lot or parcel of land, together with any buildings and improvements thereon, situated in Machiasport, Washington County, Maine:

Lot 40 as shown on a plan of Yoho Head prepared by Herrick & Salsbury, Inc., recorded in Plan Book 19, Pages 33-36, as amended by plans recorded in Hanger 2, Slides 114 and 115, inclusive of the Washington County Registry of Deeds, together with a right of way for all purposes of a way, including the installation and maintenance of utility lines, poles and cables over and across all roads as shown on said plan. The right of way conveyed herein is appurtenant to and for the benefit of the lot conveyed herein. Said right of way is to be used in common with Ben Benson and Elizabeth Benson, their heirs, personal representatives and assigns, including but not limited to public utility companies. Ben Benson and Elizabeth Benson expressly reserved a right of way for the aforesaid purposes over and across said roads for the benefit of their remaining land in Machiasport.

The property is conveyed subject to the following conditions and restrictions, which are intended to insure the quality and enjoyment of said Yoho Head Subdivision by the lot owners within said subdivision:

1. No lot shall be further subdivided and no part thereof shall be leased, rented or conveyed except in its entirety.
2. No more than one principal dwelling designed for single family occupancy, together with the usual and necessary outbuildings shall be erected on any lot.
3. Commercial Uses Prohibited. No lot hereby conveyed shall be used for any commercial purposes whatsoever, but shall be used solely for single family residential purposes.
4. The living area of such principal dwelling shall contain at least fifteen hundred square feet of floor space if such dwelling is located on a lot with shore frontage and at least twelve hundred square feet of floor space if such dwelling is located on a lot without shore frontage.
5. Any structure erected on the lot hereby conveyed shall be finished on the exterior with at least seventy-five (75) percent cedar shingles or cedar clapboard and in such manner as shall be compatible with surrounding structures. If cedar shingles are used, said shingles shall not be painted but may be stained. No aluminum, vinyl, or plastic siding shall be used on the exterior of any structure erected on the lot. No metal sheds or metal outbuildings shall be permitted on the lot.

6. The exterior of the principal dwelling and the usual and necessary outbuildings and the grading of the lot shall be completed within one year from the date of the initial excavation.

7. No house trailer, mobile home or other structure of a temporary nature shall be placed or used thereon, provided, however, that a camper, recreational vehicle or tent shall be permitted on the lot for purposes of recreational use by the lot owner for no more than twenty-one (21) consecutive days and only so long as the principal dwelling is being constructed.

8. No structure shall be erected or placed on any lot with shore frontage unless it shall be at least one hundred feet from any right of way. No structure shall be erected or placed on any lot not having shore frontage unless it shall be at least seventy-five feet from any right of way.

9. Construction, excavation, clearing and any use of any lot is and shall remain subject to state and local environmental, zoning and land use laws, ordinances and regulations including, but not limited to, shoreland zoning, subdivision laws and ordinances, and the coastal wetlands law. Nothing herein contained shall in any way alter or amend the obligations of any lot owner to comply with said laws and regulations.

10. There shall be no clear cutting of trees or timber on the property. The owner may cut, thin or remove standing timber on the lot, provided, however, that no more than fifty (50) percent of the live trees on the lot as of the date of this conveyance may be cut, thinned or removed.

11. No wild animals, livestock or fowl shall be maintained on any lot. Nothing herein contained shall be construed to preclude the owner of any lot from maintaining and keeping domestic or household pets on the premises, provided, however, that such pets shall at all times be accompanied by the owner, be leashed, or be kept in an enclosure. The owner shall take whatever steps are necessary to ensure that such pets do not interfere with the use and enjoyment of any other lot within Yoho Head Subdivision by the respective lot owner.

12. Hunting, trapping and the discharge of firearms on the property is prohibited.

The property hereby conveyed is conveyed subject to the terms and conditions of the Site Location Order issued by the Department of Environmental Protection dated July 9, 1975 and recorded in Volume 930, Page 60, as revised by Order dated December 17, 1975 and recorded in Volume 930, Page 62, as amended by Orders dated May 11, 1976 and recorded in Volume 923, Page 58, dated April 26, 1976 and recorded in Volume 930, Page 64, dated October 10, 1986, and recorded in Volume 1413, Page 167, and dated August 17, 1988 and recorded in Volume 1529, Page 253 of said Registry. The property is further conveyed subject to the terms and conditions of a Homeowners Association Declaration dated July 1, 1976 and recorded in Volume 935, Page 85.

Said lot is conveyed subject to the condition imposed by the Maine Department of Environmental Protection that any subsurface sewerage disposal system installed shall be located only within the area as shown on said above referred to plan, unless the DEP approves another location based on additional soil investigations provided by the grantees showing another suitable

location for any subsurface disposal system. Any communications in this regard should be addressed to the Maine Department of Environmental Protection, State House, Augusta, Maine 04333, and referred to Yoho Head Subdivision, Machiasport, Maine, DEP Project #81-1961-29280.

The property is further conveyed subject to a pole line easement given by Ben Benson and Elizabeth Benson to Bangor Hydro-Electric Company dated July 6, 1987 and recorded in Volume 1455, Page 45 of said Registry.

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

For Grantor's source of title, reference may be had to the Mortgage Deed granted by John V. McDermott, Jr. to Machias Savings Bank dated July 23, 2007, and recorded in the Washington County Registry of Deeds in Book 3311, Page 60 (the "Mortgage"). The Grantor foreclosed the Mortgage by virtue of a Judgment of Foreclosure and Sale dated April 22, 2019 and entered by the Superior Court for Washington County, Machias, Maine, in the matter of Machias Savings Bank v. John V. McDermott, Jr. et al. (Docket No. RE-2018-22), said judgment having been recorded in said Registry in Book 4559, Page 49. This deed is a conveyance of all right, title, and interest of the Grantor, and of all parties to said action, in and to the property described herein pursuant to 14 M.R.S. § 6323.

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

Newspaper in which publication occurred: Machias Valley News Observer.
Dates of Publication: August 14, 21, and 28, 2019.
Sale Date¹: September 20, 2019.

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

WITNESS:

MACHIAS SAVINGS BANK

By _____
Wendy L. Schors
Its Vice President

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

State of Maine
Washington, ss.

September _____, 2019

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

Notary Public/Attorney-at-Law

Print or type name as signed

NOTICE OF PUBLIC SALE
14 M.R.S. § 6323

Notice is hereby given that in accordance with a Judgment of Foreclosure and Sale dated April 22, 2019, which judgment was entered on April 25, 2019 by the Superior Court for Washington County, Machias, Maine in the case of **Machias Savings Bank v. John V. McDermott, Jr.**, et al. Docket No. RE-2018-22, and wherein the Court adjudged a foreclosure of a Mortgage Deed granted by John V. McDermott, Jr. dated July 23, 2007, and recorded in the Washington County Registry of Deeds in Book 3311, Page 60, the period of redemption from said judgment having expired, a public sale will be conducted on September 20, 2019, commencing at 11:00 a.m. at 672 Yoho Head Road (f/k/a Lot 40 Yoho Head Road), Machiasport, Maine. The property to be sold is further described on the Town of Machiasport Tax Maps at Map 12, Lot 7-40. Reference should be had to said Mortgage Deed for a more complete legal description of the property to be conveyed

TERMS OF SALE

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

The bidder to whom the property is sold must, at the time and place of sale, make a deposit of Five Thousand Dollars (\$5,000.00) by cash or certified check payable to Machias Savings Bank, and must sign a Purchase and Sale Agreement with Machias Savings Bank, which agreement shall provide in part (i) that the purchaser will be responsible for all real estate and/or personal property taxes and other municipal charges attributable to the respective property unpaid and in arrears and for all subsequent tax years as assessed by the Town of Machiasport, and (ii) that a closing of the sale shall be held within thirty (30) days of the public sale where the remaining balance of the purchase price will be paid in cash or certified funds. The conveyance will be by Release Deed. Machias Savings Bank expressly reserves the right to bid, to modify the terms of the sale set forth above, to add additional terms as it so wishes, and to authorize the mortgagors to sell the property prior to the sale date. All other terms and conditions of sale, including any modification or additions to the terms set forth above, will be announced by the auctioneer at the time of the sale.

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

MCDERMOTT, JOHN JR

P.O. BOX 859

VERNON NJ 07462

B2939P268

Property Data			Assessment Record				
Neighborhood 10 Interior 2			Year	Land	Buildings	Exempt	Total
Tree Growth Year 0			2005	4,095	0	0	4,095
X Coordinate 0			2006	16,656	0	0	16,656
Y Coordinate 0			2007	20,744	0	0	20,744
Zone/Land Use 11 Residential			2008	26,137	0	0	26,137
Secondary Zone 11 & Residential			2009	26,137	0	0	26,137
Topography 3 Above Street 2 Rolling			2010	29,353	295,007	0	324,360
1.Level 4.Below St 7.			2011	29,353	295,007	0	324,360
2.Rolling 5.Low 8.			2012	29,353	291,867	0	321,220
3.Above St 6.Swampy 9.Gen Pwr			2013	29,353	288,730	0	318,083
Utilities 4 Drilled Well 6 Septic System			2014	29,353	288,730	0	318,083
1.Public 4.Dr Well 7.Cesspool			2015	29,353	288,730	0	318,083
2.Water 5.Dug Well 8.Comp Tol			2016	29,353	285,592	0	314,945
3.Sewer 6.Septic 9.None			2017	29,353	285,592	0	314,945
Street 1 Paved			2018	29,353	282,454	0	311,807
1.Paved 4.Proposed 7.							
2.Semi Imp 5.R/O/W 8.							
3.Gravel 6. 9.None							

Inspection Witnessed By:

X	Date	Date Insp.
No./Date	Description	Date Insp.

Notes:

Sale Data		
Sale Date 10/22/2004		
Price 29,500		
Sale Type 1 Land Only		
1.Land 4.Mobile 7.		
2.L & B 5.Other 8.		
3.Building 6. 9.		
Financing 9 Unknown		
1.Convent 4.Seller 7.		
2.FHA/VA 5.Private 8.		
3.Assumed 6.Cash 9.Unknown		
Validity 1 Arms Length Sale		
1.Valid 4.Split 7.Renovate		
2.Related 5.Partial 8.Other		
3.Distress 6.Exempt 9.		
Verified 5 Public Record		
1.Buyer 4.Agent 7.Family		
2.Seller 5.Pub Rec 8.Other		
3.Lender 6.MLS 9.		

Land Data						
Front Foot	Type	Effective		Influence		Influence Codes
		Frontage	Depth	Factor	Code	
11.Water (150-200)				%		1.Unimproved
12.Water (201-400)				%		2.Excess Frtg
13.Water (401-800)				%		3.Topography
14.Water (801-160)				%		4.Size/Shape
15.Water (1601-32)				%		5.Access
				%		6.Restriction
				%		7.Corner Infl
				%		8.View/Environ
				%		9.Fract Share
Square Foot		Square Feet		Acres		
16.Water(3201+)				%		30.Blueberry(1-20)
17.WaterAmenity				%		31.Blueberry(21-4
18.				%		32.Blueberry (41+
19.				%		33.Pasture Land
20.Miscellaneous				%		34.Softwood FTL
				%		35.Mixedwood FTL
				%		36.Hardwood FTL
				%		37.Softwood TG
				%		38.Mixed Wood TG
				%		39.Hardwood TG
				%		40.Wasteland
				%		41.Gravel Pit
				%		42.Mobile Home Si
				%		43.Camp Site
				%		44.Lot Improvemen
				%		45.Gravel Road
				%		46.Paved Road
Total Acreage				3.07		


Machiasport

Map Lot 012-070-040

Account 934

Location 672 YOHO HEAD ROAD

Card 1 Of 1 8/08/2019

Building Style	7 Contemporary			SF Bsmt Living	1056			Layout	1 Typical				
1.Conv.	5.Garrison	9.NE farm		Fin Bsmt Grade	4 100			1.Typical	4.	7.			
2.Ranch	6.Split	10.MH New		OPEN-5-CUSTOMIZE	0			2.Inadeq	5.	8.			
3.R Ranch	7.Contemp	11.MH Old		Heat Type	100% 3 Hot Water Radiant			3.	6.	9.			
4.Cape	8.Log	12.Log Kit		1.HWBB	5.FWA	9.None	Attic	9 None					
Dwelling Units	1			2.HWCI	6.GravWA	10.UNH2F	1.1/4 Fin	4.Full Fin	7.				
Other Units	0			3.HWRF	7.Electric	11.	2.1/2 Fin	5.FI/Stair	8.				
Stories	5 One & 3/4 Story			4.Steam	8.FI/Wall	12.	3.3/4 Fin	6.	9.None				
1.1	4.1.5	7.		Cool Type	0% 9 None			1.Full	4.Minimal	7.			
2.2	5.1.75	8.		1.Refrig	4.W&C Air	7.	2.Heavy	5.	8.				
3.3	6.2.5	9.		2.Evapor	5.	8.	3.Capped	6.	9.None				
Exterior Walls	9 Cedar			3.H Pump	6.	9.None	Unfinished %	0%					
1.Wood	5.Stucco	9.WoodShin		Kitchen Style	1 Modern			Grade & Factor	6 Excellent 100%				
2.Vin/Al	6.Brick	10.Fibergl		1.Modern	4.Obsolete	7.	1.E Grade	4.B Grade	7.				
3.Compos.	7.Stone	11.Log St		2.Typical	5.	8.	2.D Grade	5.A Grade	8.				
4.Asbestos	8.Concrete	12.Log Std		3.Old Type	6.	9.None	3.C Grade	6.AA Grade	9.Same				
Roof Surface	1 Asphalt Shingles			Bath(s) Style	1 Modern Bath(s)			SQFT (Footprint)	1320				
1.Asphalt	4.Composit	7.		1.Modern	4.Obsolete	7.	Condition	4 Average					
2.Slate	5.Wood	8.		2.Typical	5.	8.	1.Poor	4.Avg	7.V G				
3.Metal	6.Fibergla	9.		3.Old Type	6.	9.None	2.Fair	5.Avg+	8.Exc				
SF Masonry Trim	0			# Rooms	8			3.Avg-	6.Good	9.Same			
OPEN-3-CUSTOM	0			# Bedrooms	4			Phys. % Good	0%				
OPEN-4-CUSTOM	0			# Full Baths	3			Funct. % Good	100%				
Year Built	2009			# Half Baths	0			Functional Code	9 None				
Year Remodeled	0			# Addn Fixtures	0			1.Incomp	4.Delap	7.No Power			
Foundation	1 Concrete			# Fireplaces	1			2.O-Built	5.Bsmt	8.LongTerm			
1.Concrete	4.Wood	7.											
2.C Block	5.Slab	8.											
3.Br/Stone	6.Piers	9.											
Basement	4 Full Basement												
1.1/4 Bmt	4.Full Bmt	7.											
2.1/2 Bmt	5.Crawl	8.											
3.3/4 Bmt	6.	9.None											
Bsmt Gar # Cars	0												
Wet Basement	1 Dry Basement												
1.Dry	4.	7.											
2.Damp	5.	8.											
3.Wet	6.	9.											
Date Inspected				7/28/2010				Econ. % Good 100%					
								Economic Code None					
								1.Location				4.Generato	7.
								2.Enroach				5.Econ Obs	8.
								3.No Power				9.None	9.
								Entrance Code 5 Estimated					
								1.Interior				4.Vacant	7.
								2.Refusal				5.Estimate	8.
								3.Informed				6.	9.
								Information Code 5 Estimate					
								1.Owner				4.Agent	7.
								2.Relative				5.Estimate	8.
								3.Tenant				6.Other	9.



Additions, Outbuildings & Improvements									
Type	Year	Units	Grade	Cond	Phys.	Funct.	Sound Value		
5 1 & 3/4 Story Fr	2009	160	6 100	4	0 %	100 %		1.One Story Fram	
68 Wood Deck	2009	400	6 100	4	0 %	100 %		2.Two Story Fram	
64 Tennis Court	2009	64	0 100	4	0 %	100 %		3.Three Story Fr	
					%	%		4.1 & 1/2 Story	
					%	%		5.1 & 3/4 Story	
					%	%		6.2 & 1/2 Story	
					%	%		21.Open Frame Por	
					%	%		22.Encl Frame Por	
					%	%		23.Frame Garage	
					%	%		24.Frame Shed	
					%	%		25.Frame Bay Wind	
					%	%		26.1SFr Overhang	
					%	%		27.Unfin Basement	
					%	%		28.Unfinished Att	
					%	%		29.Finished Attic	



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 # R19-262

Location: 672 Yoho Head Road, Machiasport, 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 _____