# REAL ESTATE AUCTION R19-263 6, 9 & 10 HEBER DRIVE, DEDHAM, ME



MONDAY, OCTOBER 21ST 2019 @ 10:00 AM

6, 9 & 10 HEBER DRIVE, DEDHAM, ME

PREVIEW: MONDAY, OCTOBER 7TH @ 10-11:00 AM OR BY APPT.

MAP/LOTS 20/017, 20/017.T2, 20/017.T1

± 1.3 ACRES

## R19-263 Land / Residential

6, 9 & 10 Heber Drive, Dedham, ME

Map/Lots 20/017, 20/017.T2, 20/017.T1

± 1.3 Acres

Prepared for:

**Bangor Savings Bank** 

Prepared by:

**Central Maine Auction Center** 

Emily Tilton, Auction License #1621

#### CENTRAL MAINE AUCTION CENTER

44 CONCORD DRIVE, HERMON, MAINE 04401 (207) 848-7027 • CMAUCTIONCENTER.COM

#### MONDAY, OCTOBER 21ST 2019 @ 10:00 AM

Dear Prospective Bidder:

Bangor Savings Bank and Central Maine Auction Center, in conjunction with Realty of Maine would like to announce auction R19-263. The real estate at 6, 9 & 10 Heber Drive in Dedham, ME, consists of  $\pm 1.3$  acres of residential land.

The above property is subject to a \$10,000.00 deposit (nonrefundable to the highest and winning bidder) in CERTIFIED U.S. FUNDS made payable to Bangor Savings Bank (deposited with Auctioneer as qualification to bid). The property will be sold by public auction as is-where is, subject to all outstanding municipal assessments.

Bangor Savings Bank, Central Maine Auction Center and Realty of Maine 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 HANCOCK, ss.

DISTRICT COURT
DISTRICT FIVE

Location: Ellsworth

Docket No. ELL-RE-2018-70

BANGOR SAVINGS BANK,

PLAINTIFF

v.

JUSTIN G. HEBER, Personal
Representative of the Estate of Joanne G.
Heber, and

JUSTIN G. HEBER, Successor Trustee of the Joanne G. Heber Trust Dated June 30, 2010,

DEFENDANTS

## \*\*\*<u>DISCLAIMER</u>\*\*\*

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

Central Maine Auction Center, 44 Concord Drive, Hermon, Maine 04401 ■ (207) 848-7027 ■ www.cmauctioncenter.com ■ Beth Sleeper Roybal, Realty of Maine, 458 Main Street, Bangor, Maine 04401 ■ (207) 942-6310 ■ collectively, Auctioneer

Ryan P. Dumais, Esq., Eaton Peabody, 77 Sewall Street, Suite 3000; P.O. Box 5249, Augusta, Maine 04332-5249 ■ (207) 622-3747 ■ <a href="www.eatonpeabody.com">www.eatonpeabody.com</a> ■ Attorneys for Bangor Savings Bank

#### TERMS AND CONDITIONS OF PUBLIC SALE

Bangor Savings Bank v. Justin G. Heber Personal Representative of the Estate of Joanne G. Heber et al. 6, 9, 10 Heber Drive, Dedham, Hancock County, Maine

The following are the terms and conditions of the public sale of the real property subject to a Mortgage Deed granted to Bangor Savings Bank by Joanne G. Heber, Trustee of the Joanne G. Heber Trust Dated June 30, 2010, said Mortgage Deed having been foreclosed as described in the Judgment of Foreclosure and Sale dated February 25, 2019, and entered by the Maine District Court, District Five, Location: Ellsworth, Hancock County Maine, in the matter of Bangor Savings Bank v. Justin G. Heber, Personal Representative of the Estate of Joanne G. Heber et al. (Docket No. ELL-RE-2018-70).

- 1. The property to be sold includes the real estate, together with any improvements thereon, located generally at 6, 9, 10 Heber Drive, Dedham, Hancock County, Maine, more particularly described in the Mortgage Deed from Joanne G. Heber, Trustee of the Joanne G. Heber Trust Dated June 30, 2010 to Bangor Savings Bank dated December 1, 2014, and recorded in the Hancock County Registry of Deeds in Book 6321, Page 300 (the "Property"). No personal property is being sold with the Property, and bidders must satisfy themselves as to the legal character of specific property as real or personal in nature. Bangor Savings Bank reserves the right, but not the obligation, for itself and its assigns, to remove any personal property from the Property without liability of any kind to the purchaser of the Property for any loss, injury, or damage sustained as a result of the storage or removal of any personal property.
- 2. The sale of the Property is being conducted by Central Maine Auction Center, 44 Concord Drive, Hermon, Maine 04401, Maine Auction License 644, Kevin Tilton, Agency License 22, and Beth Sleeper Roybal, Realty of Maine (collectively, the "<u>Auctioneer</u>"), 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 October 21, 2019, at 10:00 a.m. at 6, 9, 10 Heber Drive, Dedham, Maine.
- 4. Bangor Savings Bank reserves the right to refuse or to accept any unusual or irregular bid for the Property; to hold recesses from time to time during the public sale as the Auctioneer may determine; to adjourn or to continue the public sale from time to time, without notice to any person; and to amend the terms and conditions of the public sale as it deems necessary or desirable, in its sole discretion. Bangor Savings Bank further reserves the right to bid without submitting any deposit and to withdraw any bid made by it. Bangor Savings Bank may withdraw the Property at any time until the Auctioneer announces the completion of the sale.
- 5. The bidding will be conducted as a public sale. All interested bidders shall be required to register with the Auctioneer and submit a deposit in the amount of Ten Thousand Dollars (\$10,000.00) in cash or certified U.S. funds made payable to Bangor Savings Bank, in order to participate in the public sale. At the completion of the sale, subject to confirmation by Bangor

Savings Bank, the highest bidder will sign a Purchase and Sale Agreement substantially in the form attached hereto. A record of bidding will be maintained by Bangor Savings Bank for its own use.

- 6. The successful bidder shall apply the bid qualification deposit of Ten Thousand Dollars (\$10,000.00) 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. Bangor Savings Bank will convey the Property by Release Deed, substantially in the form attached hereto, subject to the following items:
  - a. Any and all municipal, state, or federal laws, regulations, and ordinances including, without limitation, permits and approvals heretofore issued by any federal, state, or municipal government authority (compliance with, application for the transfer of any such permits, or approvals shall be the sole responsibility of the purchaser).
  - b. Any and all encumbrances and easements, whether or not of record in the applicable Registry of Deeds, and any governmentally imposed or required zoning, subdivision, environmental, and other land use restrictions.
  - c. Any condition which a physical examination or adequate survey of the Property might reveal.
  - d. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by a law, and which may or may not be shown by the public records.
  - e. The rights of tenants and persons in possession, if any.
  - f. The conveyance will be subject to all outstanding municipal fees, charges, encumbrances, and liens, whether or not of record in the applicable Registry of Deeds, including, but not limited to, water and sewer, and municipal or quasimunicipal taxes.
  - g. Any and all real estate transfer taxes, including Bangor Savings Bank's share of such taxes (36 M.R.S. §§ 4641 et seq.), as applicable, shall be paid by the purchaser at closing.
- 8. In the event that the highest bidder fails to comply with any of the terms and conditions of sale, that bidder's deposit will be retained by the Auctioneer unless the bidding is reopened, there is a new high bid satisfactory to Bangor Savings Bank, and the new highest bidder immediately executes a Purchase and Sale Agreement. Upon close of the bidding and compliance with the terms of the sale, the Auctioneer shall declare that the terms of the sale have been complied with and that the sale is closed.

- 9. The purchaser's commitment under the Purchase and Sale Agreement will <u>not</u> be contingent upon securing financing or upon any other condition; the purchaser's deposit will <u>not</u> be refunded due to an inability to obtain financing or any other failure by purchaser to perform.
- The Seller, in selling the Property, is conducting a foreclosure sale. The Property is sold "AS IS, WHERE IS", with all existing defects and without any warranties of any kind, even as to fitness for a particular purpose, habitability, or merchantability. All bidders are invited to inspect the real estate and the public records prior to making a bid. No warranties, guaranties, or representations of any kind are made, and all warranties are disclaimed with respect to any improvements located on the Property, including improvements located underground, the location and/or boundaries of the Property or improvements thereon, title to the Property, environmental compliance, or its compliance with any applicable zoning or land use regulations, law, or ordinances. The purchaser will assume responsibility and expense for any title search, title examination or title insurance. The Seller shall not be required to execute any title insurance affidavits or similar documents relating to the Property. THE PURCHASER WILL ASSUME RISK OF ANY DEFECTS, AND EACH BIDDER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE AMOUNT BID REFLECTS THE "AS IS, WHERE IS" CONDITION OF THE PROPERTY AND THE ASSUMPTION OF ALL RISKS RELATING TO UNDISCLOSED DEFECTS. EACH BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT SUCH BIDDER IN NO WAY RELIES UPON REPRESENTATIONS MADE BY BANGOR SAVINGS BANK, CENTRAL MAINE AUCTION COMPANY, OR THEIR RESPECTIVE REPRESENTATIVES AND AGENTS.
- 11. Bangor Savings Bank specifically disclaims, and purchaser acknowledges that Bangor Savings Bank shall not be responsible for or obligated now or at any time in the future to protect, exonerate, defend, indemnify, and save purchaser or its successors or assigns, harmless from and against any loss, damage, cost, expense, clean-up or liability, including, but not limited to, attorneys' fees and court costs, and including, but not limited to such loss, damage, cost, expense, or liability, based on personal injury, death, loss, or damage to property suffered or incurred by any person, corporation, or other legal entity, which may arise out of the presence of any such hazardous or toxic waste, substance, matter, or material on the Property.
- 12. In the event of loss or damage to the Property after the execution of the Purchase and Sale Agreement and prior to the closing, purchaser shall have the risk of loss.
- 13. In the case of disputed bidding, Central Maine Auction Company shall be the sole and absolute judge of such dispute.
- 14. If the purchaser fails to perform at the closing, the purchaser's deposit will be retained by the Auctioneer. A bidder or purchaser whose deposit is retained under this paragraph will also be responsible for any and all consequential damages and additional costs, deficiencies, expenses, and losses suffered as a result of purchaser's failure to perform, including without limitation, reasonable attorneys' fees. Further, Bangor Savings Bank reserves the right either to (a) contact the next highest bidder and allow that party to purchase the Property for the next highest bid as the assignee of the

highest bidder; or (b) hold a new sale of the Property. Bangor Savings Bank shall have no obligation, and specifically disclaims any responsibility, to provide notice of any kind to any person subsequent to the public sale.

- 15. All of the terms and conditions set forth in the notice of public sale published in the Ellsworth American on September 19, 26, and October 3, 2019, are deemed to be incorporated herein by reference.
- 16. In the event of any conflict between these Terms and Conditions of Sale and the Purchase and Sale Agreement, the Purchase and Sale Agreement shall control.
- 17. OTHER OR ADDITIONAL TERMS MAY BE ANNOUNCED AT THE PUBLIC SALE, IN WHICH EVENT SUCH TERMS AND CONDITIONS SHALL BE DEEMED TO BE INCORPORATED HEREIN BY REFERENCE.
- 18. Applicable Law: You have signed a written binding contract agreeing to the terms and conditions of sale and understand that any bid you make falls under the Maine Auction Law, Title II, Section 2-328, of the Uniform Commercial Code and the Statute of Frauds. Maine auctions are under the jurisdiction of the State of Maine Department of Professional and Financial Regulations, Board of Licensure of Auctioneers, 35 State House Station, Augusta, Maine 04330.

#### PURCHASE AND SALE AGREEMENT

BANGOR SAVINGS BANK, a Maine bar	nking corporation having a place of business in
Bangor, Maine (the "Seller"), and	, whose address is
,	([collectively], the
" <u>Purchaser</u> "), for consideration paid, agree as follo	DWS:
, , ,	
1. Purchase and Sale of Property: Sub	ject to the terms and conditions set forth herein,
the Seller hereby agrees to sell to the Purchaser, an	
the Seller the real estate, together with any improve	, , ,
Drive, Dedham, Hancock County, Maine, being n	<u> </u>
from Joanne G. Heber, Trustee of the Joanne G. He	
Bank, dated December 1, 2014, and recorded in t	
6321, Page 300, the legal description therein being	· · · · · · · · · · · · · · · · · · ·
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2. <u>Purchase Price</u> : The purchase price	e for the Property is (bid amount)
this day deposited cash or certified U.S. funds made	e payable to Bangor Sayings Bank in the amount
of Ten Thousand Dollars (\$10,000.00), receipt of w	
the Auctioneer's signature below. The balance of	<u> </u>
U.S. funds made payable to Bangor Savings Ban	1 1
amounts required to be paid in accordance with the	
uniounts required to be para in accordance with the	is paragraph are as ronows.
[a] Total Purchase Price (bid amount)	\$
[a] Total Lateriase Trice (old amount)	Ψ
[b] Non-refundable Deposit	\$ 10,000,00
[c] Additional Deposit (if any)	\$ 10,000.00 \$
[e] Additional Deposit (if any)	Ψ
[d] Total Deposits ([b] + [c])	<b>©</b>
	Ψ
[e] Balance Due at Closing ([a] - [d])	¢
[e] Barance Due at Closing ([a] - [a])	Ψ
3. Closing: The closing shall take place	te at Eaton Peabody, 77 Sewell Street, Suite 3000,

- 3. <u>Closing:</u> The closing shall take place at Eaton Peabody, 77 Sewell Street, Suite 3000, Augusta, Maine 04330, 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. <u>Title:</u> 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.

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. <u>Residential Real Property Disclosures</u>: 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. <u>Purchaser's Default</u>: 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.
- Encumbrances, Liens and Assessments; Taxes: The Purchaser acknowledges and 9. 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. <u>Broker's Commission</u>: The parties agree that in the event a broker is owed, or claims to be owed, a commission in connection with the Purchaser's purchase of the Property, the party having secured the services of that broker shall be solely responsible for satisfying such claim for commission.
- 11. <u>Risk of Loss</u>: 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. <u>Representations; Construction:</u> 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. <u>Limitation on Purchaser Damages</u>: 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. <u>Waiver of Jury Trial</u>: 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. <u>Binding Effect; Assignment</u>: 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. <u>Severability</u>: 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. <u>Incorporation of Provisions</u>: 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 October 21, 2019.
- 19. <u>Entire Agreement; Governing Law:</u> 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 October 21, 2019.

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

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

WITNESSES:	BANGOR SAVINGS BANI	K
	By	
	Jennifer Dugan Its Vice President	Date
	Purchaser	Date
	Social Security Number/Tax	Identification Number
	Purchaser	Date
	Social Security Number/Tax	Identification Number
	CENTRAL MAINE AUCTI	ON COMPANY
	By	Data
		Date

### **RELEASE DEED**

DLN#

BANGOR SAVINGS BANK, a Maine ban	king corpor	ation	with a plac	e of busine	ss in
Bangor, Penobscot County, Maine, for consideration	n paid, relea	ses to	·		_, of
	having	a	mailing	address	of
, said Grantee	being the hi	gh bio	lder at public	sale, any ar	ıd all
right, title and interest in and to four lots or parcels	of land, tog	ether	with any bu	ildings ther	eon,
situated in Dedham, Hancock County, Maine, descri	bed as follo	ws:			

LOT ONE: <u>First Parcel</u>: A certain lot or parcel of land bounded as follows: Commencing at a point on the shore of Green Lake formerly Reed's Pond at the west corner of land formerly belonging to Carroll L. Ricker and sold to him by Michael Quinn, and since owned by Christopher Toole; thence north by the west line of said Toole land to the north line of Range eleven (11); thence west on the north line of Range eleven (11) fifty (50) feet; thence at right angles southerly and parallel to the Toole line first mentioned to the shore of said Green Lake; thence easterly by the shore of said Lake to the point of beginning.

<u>Second Parcel</u>: A certain lot or parcel of land bounded as follows: Beginning on the County Road on the west side of the Two Mile Strip line and following the road westerly fifty (50) feet; thence southerly parallel with the Two Mile Strip to the eleventh range; thence on the eleventh range to the Two Mile Strip line; and then on the Two Mile Strip line to the starting point.

Third Parcel: A certain lot or parcel of land bounded as follows: Beginning at a point at low water mark on the shore of Green Lake between the land hereby conveyed and land formerly of Gould and running North 3 1/2° east following said line two hundred eighty-seven feet more or less to the center of the Town Road leading from Green Lake Station to Merrills Mills; thence in a generally easterly direction but always following the center of said Town Road one hundred seventy-five feet more or less to the west line of a lot of land conveyed to E. B. Burr by Abel Hunt and Charles York, said deed being recorded in Hancock Registry of Deeds, Volume 317, Page 405, thence southwesterly following the west line of said land of Burr to a stake driven in the beach at low water mark of said lake; thence in a generally westerly direction following the line of low water mark one hundred twenty feet more or less to the point of beginning.

Fourth Parcel: A certain lot or parcel of land bounded as follows: Beginning at a point on the northerly shore of Green Lake, aforesaid, at the westerly end of a cement wall, said point beginning about thirty-eight feet westerly from the present dividing line between land now or formerly occupied by Fred L. Greely; thence in a generally northerly direction parallel with the said dividing line one hundred ninety feet more or less to the road running easterly to the Hatchery; the thence easterly on and by said road thirty-eight feet to an iron stake in said dividing line; thence southerly on and by said dividing line one hundred and ninety feet more or less to the shore of Green Lake; thence westerly on and by the shore of Green Lake thirty-eight feet more or less to the point of beginning.

LOT TWO: A certain lot or parcel of land situate in said Dedham, and bounded and

described as follows, viz: Beginning at an iron stake from the County road on the east side of the two mile strip, following said line twenty (20) rods; thence easterly eight (8) rods and thence twenty (20) rods back to said County Road; and thence on the said road eight (8) rods to the starting point, continuing one (1) acre, more or less, and being the same premises described in a deed from M. Quinn to Horace F. Lord, dated September 5, 1907, and recorded in the Hancock County Registry of Deeds in Book 443, page 108. For the grantor's source of title to the premises above described, reference is made to deed from Horace W. Chapman dated May 15, A.D. 1945, recorded in the Hancock County Registry of Deeds in Book 706, page 43. Being the same premises conveyed to the grantor herein by Burnett L. Grant by deed dated June 26, 1954, recorded in said Registry of Deeds in Vol. 762, page 541.

LOT THREE: A certain lot or parcel of land in Dedham, County of Hancock, State of Maine, situate on the north side of the road leading from the Green Lake Station to the former U. S. Fish Hatchery being bounded on the north by land of John T. Quinn formerly of the Quinn heirs, on the west by land now occupied by Leland C. Higgins and his mother, Mertie E. Higgins, on the south by the aforementioned Town Road, on the east by land conveyed by John T. Quinn to Malcolm M. Heber and Joanne G. Heber by deed dated October 18, 1968, recorded in Hancock Registry of Deeds in Volume 1069, Page 436. The above mentioned lot is also more particularly described as follows: Beginning at the southwest comer of the land conveyed to Malcolm M. Heber and Joanne G. Heber by John T. Quinn, as aforesaid, thence in a westerly direction on and by the Town Road 12 rods to an iron stake in the ground; thence in a northerly direction and parallel with the west line of the lot conveyed to the said Hebers by John T. Quinn, as aforesaid, 20 rods to an iron stake in the ground; thence in a general easterly direction and parallel with the Town Road a distance of 12 rods to the northwest corner of the land conveyed to the Hebers by John T. Quinn, as aforesaid, thence in a general southerly direction following the west line of the Quinn to Heber lot a distance of 20 rods to the place of beginning.

LOT FOUR: A certain lot or parcel of land located in Dedham, in the County of Hancock, and State of Maine, more particularly described as follows, to wit:

One and one-half acre cottage lot, at Green Lake, bounded north by the land of R. Higgins, east by land of Quinn Heirs, South by land of H. Chapman Heirs and West by town road. Cottage on above described lots. Woodhouse on above described lots.

The lot thus described is further identified as the lot described in deed from Alex White to Albert L. Nickerson dated May 9, 1918, and recorded with said Deeds in Book 539, Page 497, as follows:

Lying on the North side of the road leading from Green Lake Station to the U.S. Fish Hatchery and bounded and described as follows, to wit: - Commencing at the Southwest corner of land sold by me (Michael Quinn) to Horace F. Lord thence westerly on and by said road twelve rods to an iron rod thence northerly and parallel with said Lord's west line twenty rods to an iron rod; thence Easterly twelve rods to said Lord's west line thence by said Lord's west line twenty rods to the place of beginning being all and the same premises conveyed to me by Michael Quinn by deed recorded in Hancock Registry of Deeds in Book 452 Page 550.

Lot Four is subject to the following:

- a. Easement from Joanne G. Heber to Bangor Hydro-Electric Company dated April 3,1990, and recorded in the Hancock County Registry of Deeds in Book 1808, Page 476; and
- b. Prescriptive Easement granted to Joey A. Drillen by virtue of Order Granting Prescriptive Easement, dated October 24, 2000, recorded in Book 3384, Page 136.

Excepting and reserving from the above described premises, the property described in the Partial Release of Mortgage dated January 15, 2019, and recorded in the Hancock County Registry of Deeds in Book 6933, Page 74.

Subject to all outstanding municipal fees, charges, encumbrances, and liens, whether or not of record in the Hancock 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 Joanne G. Heber, Trustee of the Joanne G. Heber Trust Dated June 30, 2010 to Bangor Savings Bank dated December 1, 2014, and recorded in the Hancock County Registry of Deeds in Book 6321, Page 300 (the "Mortgage"). The Grantor foreclosed the Mortgage by virtue of a Judgment of Foreclosure and Sale dated February 25, 2019 and entered by the Maine District Court, District Five, Location: Ellsworth, Hancock County, Maine, in the matter of Bangor Savings Bank v. Justin G. Heber, Personal Representative of the Estate of Joanne G. Heber et al. (Docket No. ELL-RE-2018-70), said judgment having been recorded in said Registry in Book 6947, Page 89. 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: Ellsworth American. Dates of Publication: September 19, 26, and October 3, 2019. Sale Date<sup>1</sup>: October 21, 2019.

IN WITNESS WHEREOF, Bangor Savin its undersigned officer, duly authorized, this	ngs Bank has caused this instrument to be signed by day of October, 2019.
WITNESS:	BANGOR SAVINGS BANK
	By Jennifer Dugan
	Its Vice President

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

State of Maine	
Penobscot, ss.	October, 2019
• • •	d Jennifer Dugan, Vice President of Bangor Savings going instrument to be her free act and deed in her said 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 February 25, 2019, which judgment was entered on February 25, 2019 by the Maine District Court, District Five, Location: Ellsworth, Hancock County, Maine in the case of **Bangor Savings Bank v. Justin G. Heber, Personal Representative of the Estate of Joanne G. Heber et al.**, Docket No. ELL-RE-2018-70, and wherein the Court adjudged a foreclosure of a Mortgage Deed granted by Joanne G. Heber, Trustee of the Joanne G. Heber Trust Dated June 30, 2010, dated December 1, 2014, and recorded in the Hancock County Registry of Deeds in Book 6321, Page 300, the period of redemption from said judgment having expired, a public sale will be conducted on October 21, 2019, commencing at 10:00 a.m. at 6, 9, 10 Heber Drive, Dedham, Maine. The property to be sold is further described on the Town of Dedham Tax Maps at Map 20, Lots 17; 17.T1; and 17.T2. 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 Ten Thousand Dollars (\$10,000.00) by cash or certified check payable to Bangor Savings Bank, and must sign a Purchase and Sale Agreement with Bangor Savings Bank, which agreement shall provide in part (i) that the purchaser will be responsible for all real estate and/or personal property taxes and other municipal charges attributable to the respective property unpaid and in arrears and for all subsequent tax years as assessed by the Town of Dedham, and (ii) that a closing of the sale shall be held within thirty (30) days of the public sale where the remaining balance of the purchase price will be paid in cash or certified funds. The conveyance will be by Release Deed. Bangor Savings Bank expressly reserves the right to bid, to modify the terms of the sale set forth above, to add additional terms as it so wishes, and to authorize the mortgagors to sell the property prior to the sale date. All other terms and conditions of sale, including any modification or additions to the terms set forth above, will be announced by the auctioneer at the time of the sale.

For further information, contact Central Maine Auction Center, 44 Concord Road, Hermon, Maine 04401 ■ (207) 848-7027 ■ <a href="www.cmauctioncenter.com">www.cmauctioncenter.com</a>

Dedham 4:28 PM

## RE Account 1162 Detail as of 09/12/2019

09/12/2019 Page 1

Name: HEBER, JOANNE G TRUST

Location: 6 HEBER DR

Acreage: 1.3 Map/Lot: 20/017

Book Page: B5891P324

2019-1 Period Due:

1) 5,577.02

 Land:
 194,200

 Building:
 189,100

 Exempt
 0

 Total:
 383,300

Ref1:

Mailing c/o JUSTIN HEBER

Address: 5 RUE PIERRE ALLIO 56400 BRECH

**FRANCE** 

Year	Date	Reference	PC	Principal	Interest	Costs	Total
2019-1 R				5,577.02	0.00	0.00	5,577.02
2018-1 L	*			5,462.03	378.09	67.60	5,907.72
2017-1 L	*			2,013.46	140.94	0.00	2,154.40
2016-1 L	*			0.00	0.00	0.00	0.00
2015-1 R				0.00	0.00	0.00	0.00
2014-1 R				0.00	0.00	0.00	0.00
2013-1 R				0.00	0.00	0.00	0.00
2012-1 R				0.00	0.00	0.00	0.00
2011-1 R				0.00	0.00	0.00	0.00
2010-1 R				0.00	0.00	0.00	0.00
Account Totals a	s of 09/12,	/2019		13,052.51	519.03	67.60	13,639.14

Per Diem									
2018-1	1.0621								
2017-1	0.3915								
Total	1.4536								

Note: Payments will be reflected as positive values and charges to the account will be represented as negative values.

Map Lo	t 20/017	Account 1162	Locatio	n 6 HE	BER DR			C	ard 1	Of	1 9/	12/2019
HEBER, JC	DANNE G TRUST		Pro	perty D	ata			Assessn	nent Re	cord		
,			Neighborhood	2 2		Year	Land		Buildir	ngs	Exempt	Total
c/o JUSTIN	N HEBER					2010	170	,000		238,700	16,000	392,70
	RRE ALLIO 56400 BRECH		Tree Growth Year	r <b>0</b>		2011		,000		238,700	16,000	
FRANCE		X Coordinate		0			-					
B5891P324	4		Y Coordinate Zone/Land Use	48 Waterfro	0	2012		,000		116,505	16,000	
			Zorie/Land Ose	40 Watering	ліс	2013	170	,000		116,505	16,000	270,50
			Secondary Zone			2016	194	,200		189,100	21,000	362,30
			,			2017	194	,200		189,100	26,000	357,30
			Topography 2 R	ROLLING	2 ROLLING	2018	194	,200		189,100	0	383,30
			2.ROLLING	4.BELOW ST 5.LOW 6.SWAMPY	7.ROUGH 8. 9.							
			Utilities 4 DRI			-						
			Suides 4 DRI									
				4.DR WELL	7.SEPTIC							
				5.DUG WELL 6.LAKE WTR	8.SPRING 9.NONE							
			Street 1 PA	VED		1						
				4.PROPOSED	7.							
				5.	8.	Format Form	1		nd Data	T 61		T
			3.GRAVEL	6.	9.NONE	Front Foot	Туре	Frontage	Ctive Depth	Factor	Code	Influence
Increction	Witnessed By:		<b>-</b>		0	11.Road Class 1					%	Codes
mspection	Withessed by.		SPRINGWORK YE		0	12.Road Class 2 13.Road Class 3					%	2.R/W 3.TOPOGRAPHY
				Sale Data	<del>a</del>	14.					%	4.SIZE/SHAPE
Х		Date	Sale Date Price			15.					%	5.ACCESS 6.RESTRICTIONS
No./Date	Description	Date Insp.	Sale Type			†					%	7.VACANCY
				4.MOBILE	7.	Square Foot		Squar	e Feet			8.SEMI-IMPROVED
				5.OTHER	8.	16.					%	9.FRACTIONAL Acres
			3.BUILDING	6.	9.	17. 18.					%	30.Rear Land 3
			Financing			19.					%	31.Rear Land 4
Nata.	1	'	1.CONVENT	4.SELLER	7.UNKNOWN	20.					%	32.Pasture
Notes:			1	5.PRIVATE	8.						%	33.Crop 34.Horticul 1
			3.ASSUMED	6.CASH	9.UNKNOWN	F 4 A		-			%	35.Horticul 2
						Fract. Acre		Acreag	e/Sites			36.Orchard
			Validity			21.Homesite (Frac	21		2.52	400	0/   ^	
				4.SPLIT	7.RENOVATE	21.Homesite (Frac 22.Baselot (Fract	21		0.50		<b>%</b> 0	37.Softwood TG
			1.VALID 2.RELATED	5.PARTIAL	8.OTHER	21.Homesite (Frac 22.Baselot (Fract 23.	26		0.80	100	<b>%</b> 0	37.Softwood TG 38.Mixed Wood TG
			1.VALID 2.RELATED			22.Baselot (Fract				100 100	<b>%</b> 0 <b>%</b> 0	37.Softwood TG 38.Mixed Wood TG 39.Hardwood TG
			1.VALID 2.RELATED	5.PARTIAL	8.OTHER	22.Baselot (Fract 23. Acres 24.Homesite	26		0.80	100 100	<b>%</b> 0	- 37.Softwood TG - 38.Mixed Wood TG - 39.Hardwood TG - 40.Wasteland
			1.VALID 2.RELATED 3.DISTRESS Verified	5.PARTIAL	8.OTHER	22.Baselot (Fract 23. Acres 24.Homesite 25.Baselot	26		0.80	100	% 0 % 0 % 0 % 9% 9% 9% 9% 9% 9% 9% 9% 9% 9% 9% 9% 9%	- 37.Softwood TG - 38.Mixed Wood TG - 39.Hardwood TG - 40.Wasteland - 41.Gravel Pit
			1.VALID 2.RELATED 3.DISTRESS Verified 1.BUYER	5.PARTIAL 6.EXEMPT	8.OTHER 9.	22.Baselot (Fract 23. Acres 24.Homesite 25.Baselot 26.Frontage 1	26		0.80	100	% 0 % 0 % 0	- 37.Softwood TG - 38.Mixed Wood TG - 39.Hardwood TG - 40.Wasteland
Dedhar			1.VALID 2.RELATED 3.DISTRESS Verified 1.BUYER 2.SELLER	5.PARTIAL 6.EXEMPT 4.AGENT	8.OTHER 9. 7.FAMILY	22.Baselot (Fract 23. Acres 24.Homesite 25.Baselot	26	<b>T</b>	0.80 1.00	100	% 0 % 0 % 0 % 9% 9% 9% 9% 9% 9% 9% 9% 9% 9% 9% 9% 9%	37.Softwood TG 38.Mixed Wood TG 39.Hardwood TG 40.Wasteland 41.Gravel Pit 42.Mobile Home Pa

#### **Dedham**

											Dedham	ì
Map Lo	ot 20/0:	17			Acco	unt 1	162	Locati	on	6 H	EBER DR	
Building Style	1 Convention	nal	SF Bsmt	t Living	420			Layout 1	Гуріса	ı		
1.Conv.	5.Colonial	9.Condo	Fin Bsm	t Grade	9 100			1.Typical	4.		7.	
2.Ranch	6.Split	10.Log	OPEN 5	OPTIONAL	0			2.Inadeq	5.		8.	
3.R Ranch	7.Contemp	11.Other	Heat Ty	pe <b>100</b> 9	⁄₀ 1 H	ot Water B	В	3.	6.		9.	
4.Cape	8.Cottage	12.Gambr	el 1.HWBE	3	5.FWA	9.No	Heat	Attic 9 No	one			
Dwelling Units	1		2.HWCI		6.GravWA	10.		1.1/4 Fin	4.Fu	III Fin	7.	
Other Units	0		3.H Pun	np :	7.Electric	11.		2.1/2 Fin	5.Fl/	'Stair	8.	
Stories	2 Two Story	'	4.Radia	nt :	8.Fl/Wall	12.		3.3/4 Fin	6.		9.None	
1.1	4.1.5	7.3.50	Cool Ty	pe <b>0%</b>	9 N	one		Insulation 1	L Full			
2.2	5.1.75	8.4	1.Refrig	, ,	4.W&C Air	7.		1.Full	4.Mi	nimal	7.	
3.3	6.2.5	9.	2.Evapo	or !	5.	8.		2.Heavy	5.Pa	ırtial	8.	
Exterior Walls	2 Vinyl		3.H Pun	np	6.	9.No	one	3.Capped	6.		9.None	
1.Wood	5.Shingles	9.Other	Kitchen	Style	2 Typica	ı		Unfinished %	09	<b>/</b> o		
2.Vinyl	6.Brick	10.Alum	1.Mode	rn ·	4.Obsolete	7.		Grade & Fact	or <b>3</b>	Average	100%	
<ol><li>Compos.</li></ol>	7.Single	11.Log	2.Typica	al .	5.	8.		1.E Grade	4.B	Grade	7.AAA Grad	
4.Asbestos	8.Concrete	12.Stone	3.Old Ty	ype	6.	9.No	one	2.D Grade	5.A	Grade	8.MS Grade	
Roof Surface	1 Asphalt Sl	ningles	Bath(s)	Style	2 Typica	l Bath(s)		3.C Grade	6.AA	A Grade	9.Same	
1.Asphalt	4.Composit	7.Rolled R	1.Mode	rn ·	4.Obsolete	7.		SQFT (Footpr	rint) 8	340		
2.Slate	5.Wood	8.	2.Typica	al .	5.	8.		Condition	6 God	od		
3.Metal	6.Other	9.	3.Old T	ype	6.	9.No	one	1.Poor	4.Av	g .	7.V G	
SF Masonry Tr	im <b>0</b>		# Room	is .	0			2.Fair	5.Av	g+	8.Exc	
OPEN-3-CUSTO			# Bedro	oms	0			3.Avg-	6.G	ood	9.Same	
OPEN-4-CUST			# Full B	aths	2			Phys. % Goo	d (	)%		
Year Built	1960		# Half E		0			Funct. % God		L00%		
Year Remodele				Fixtures	0			Functional Co		None		
Foundation	2 Concrete		# Firepl	aces	1			1.Incomp		o/Heat	7.	
1.Concrete	4.Wood	7.						2.O-Built	5.		8.Frac Sha	
2.C Block	5.Slab	8.						3.Style	6.		9.None	
3.Br/Stone	6.Piers	9.						Econ. % Goo		0%		10756
	4 Full Baseme				D.	T		Economic Co			_	1
1.1/4 Bmt	4.Full Bmt	7.			K			0.None		Power	7.	
2.1/2 Bmt	5.Crawl Sp	8.			17			1.Location		enerate	8.	No.
3.3/4 Bmt	6.	9.None	ս ՝			Softw	are	2.Encroach	9.No		9.	A Land
Bsmt Gar # Ca			$\dashv$	A Divisio	n of Harris Co	mputer System:	5	Entrance Cod				
Wet Basement	-							1.Interior		cant	7.	
1.Dry	4.Dirt	7.						2.Refusal		timate	8.Exsist R	
2.Damp	5.	8.						3.Informed		anger E Eatin	9.	
3.Wet	6.	9.						Information (		5 Estin		1
								2.Relative	4.Ag	jent timate	7.Vacant 8.Exist R	
		Date I	nspecte	d 10/0	08/2015			3.Tenant	5.ES 6.Ot		9.For Sale	Section .
								J. Tellall	0.00			
	Addit	ions, O								l	Story Fram	
Type		Year	Units	Grade	Cond	Phys.	Funct.	Sound Va	alue	l	Story Fram Story Fr	Section 1
21 Open F	rame	1990	348	3 100	4	0 %	100 %			l	/2 Stony	

Additions, Outbuildings & Improvements											
Туре	Year	Units	Grade	Cond	Phys.	Funct.	Sound Value	2.Two Story Fram			
21 Open Frame	1990	348	3 100	4	0 %	100 %		3.Three Story Fr 4.1 & 1/2 Story			
7 1 Story Bsmt	1970	336	3 100	4	0 %	100 %		5.1 & 3/4 Story			
7 1 Story Bsmt	1970	336	3 100	4	0 %	100 %		6.2 & 1/2 Story			
26 1sFr Overhang	1970	338	3 100	4	0 %	100 %		21.Open Frame Por			
33 Masonry Garage	1960	1000	3 100	4	0 %	100 %		22.Encl Frame Por 23.Frame Garage			
, ,					%	%		24.Frame Shed			
					%	%		25.Finished 1/2 S			
					%	%		26.1sFr Overhang			
					%	%		27.Unfin Basement 28.Unfinished Att			
					%			28.Unfinished Attic			



Card 1

Of 1

9/12/2019

Dedham 4:28 PM

## **RE Account 1163 Detail** as of 09/12/2019

09/12/2019 Page 1

Name: HEBER, JOANNE G TRUST & HEBER, JOANNE G -

TRUSTEE

Location: 9 HEBER DR

Acreage: 0 Book Page: Map/Lot: 20/017.T2

Ref1:

Land:

Building:

Exempt

Total:

2019-1 Period Due:

1) 874.46

Mailing c/o JUSTIN HEBER

Address:

**5 RUE PIERRE ALLIO** 56400 BRECH

0

0

60,100

60,100

**FRANCE** 

Year	Date	Reference	PC	Principal	Interest	Costs	Total
2019-1 R				874.46	0.00	0.00	874.46
2018-1 L	*			856.43	59.28	67.60	983.31
2017-1 L	*			60.68	4.57	0.00	65.25
2016-1 R				0.00	0.00	0.00	0.00
2015-1 R				0.00	0.00	0.00	0.00
2014-1 R				0.00	0.00	0.00	0.00
2013-1 R				0.00	0.00	0.00	0.00
2012-1 R				0.00	0.00	0.00	0.00
2011-1 R				0.00	0.00	0.00	0.00
Account Totals a	as of 09/12/	2019		1,791.57	63.85	67.60	1,923.02

Per l	Diem
2018-1	0.1665
2017-1	0.0118
Total	0.1783

Note: Payments will be reflected as positive values and charges to the account will be represented as negative values.

Map Lot 20/017.T2 Of 1 Location 9 HEBER DR Card 1 9/12/2019 Account 1163 **Assessment Record Property Data** HEBER, JOANNE G TRUST Neighborhood 22 **Buildings** HEBER, JOANNE G - TRUSTEE Year Land Exempt Total c/o JUSTIN HEBER 0 0 2010 0 0 **5 RUE PIERRE ALLIO** 56400 BRECH Tree Growth Year 0 0 0 2011 **FRANCE** X Coordinate 0 2012 0 0 45,405 45,405 Y Coordinate Zone/Land Use 48 Waterfront 2013 0 0 45,405 45,405 2016 0 60,100 0 60,100 Secondary Zone 2017 0 0 60,100 60,100 Topography 2 ROLLING 2 ROLLING 2018 0 60,100 0 60,100 1.LEVEL 4.BELOW ST 7.ROUGH 2.ROLLING 5.LOW 8. 3.ABOVE ST 6.SWAMPY 4 DRILLED WELL 7 SEPTIC 1.SUMMER 4.DR WELL 7.SEPTIC 2.WATER 5.DUG WELL 8.SPRING 3.SEWER 6.LAKE WTR 9.NONE 1 PAVED Street 1.PAVED 4.PROPOSED 7. **Land Data** 2.SEMI IMP 5. 8. **Front Foot Effective Influence** 3.GRAVEL 9.NONE Influence 6. Type Frontage Depth Factor Code Codes 11.Road Class 1 % 1.USE Inspection Witnessed By: 0 % SPRINGWORK YEAR 12.Road Class 2 2.R/W 13.Road Class 3 % 3.TOPOGRAPHY Sale Data 14. % 4.SIZE/SHAPE Sale Date Date 15. % 5.ACCESS Price % 6.RESTRICTIONS No./Date Description Date Insp. 7.VACANCY % Sale Type 8.SEMI-IMPROVED **Square Foot Square Feet** 1.LAND 4.MOBILE 7. 9.FRACTIONAL % 2.L & B 5.OTHER 8. 16. Acres % 3.BUILDING 9. 17. 30.Rear Land 3 % 18. 31.Rear Land 4 Financing % 19. 32.Pasture 1.CONVENT 4.SELLER 7.UNKNOWN % 20. Notes: 33.Crop 2.FHA/VA % 5.PRIVATE 34.Horticul 1 3.ASSUMED 9.UNKNOWN 6.CASH % 35.Horticul 2 Fract. Acre Acreage/Sites Validity 36.Orchard 21.Homesite (Frac % 1.VALID 4.SPLIT 7.RENOVATE 37.Softwood TG 22.Baselot (Fract % 2.RELATED 5.PARTIAL 8.OTHER 38.Mixed Wood TG % 3.DISTRESS 6.EXEMPT 9. 39.Hardwood TG Acres % 40.Wasteland 24.Homesite Verified % 41.Gravel Pit 25.Baselot % 1.BUYER 4.AGENT 7.FAMILY 42. Mobile Home Pa 26.Frontage 1 % 2.SELLER 5.PUB REC 8.OTHER 43.Golf Course 27.Frontage 2 3.LENDER 6.MLS 9.CONFID 44.Lot Improvemen 28.Rear Land 1 **Total Acreage Dedham** 45. Mobie Home Hoo 29.Rear Land 2

### **Dedham**

												Dedhan
	ot 20/01				Acco	unt	1	163	Locat	ion	9 HI	EBER DR
Building Style	1 Convention	ıal	SF Bsm		0					Typica	ıl	
1.Conv.	5.Colonial	9.Condo	Fin Bsm		0 0				1.Typical	4.		7.
2.Ranch	6.Split	10.Log	-	OPTIONAL	0				2.Inadeq	5.		8.
3.R Ranch	7.Contemp	11.Other	Heat Ty	•		ot Wa		_	3.	6.		9.
4.Cape	8.Cottage	12.Gambr			5.FWA			Heat		./4 Fini		
Dwelling Units			2.HWCI		5.GravWA		10.		1.1/4 Fin		ıll Fin	7.
Other Units	0		3.H Pur		7.Electric		11.		2.1/2 Fin		/Stair	8.
Stories	1 One Story		4.Radia		3.Fl/Wall		12.		3.3/4 Fin	6.		9.None
1.1	4.1.5	7.3.50	Cool Ty		9 N	one				4 Minii		
2.2	5.1.75	8.4	1.Refrig		4.W&C Air		7.		1.Full		inimal	7.
3.3	6.2.5	9.	2.Evapo		5.		8.		2.Heavy	5.Pa	ırtial	8.
Exterior Walls	•		3.H Pur	np (	5.		9.No	ne	3.Capped	6.		9.None
1.Wood	5.Shingles	9.Other	Kitchen	•	2 Typica				Unfinished 9			
2.Vinyl	6.Brick	10.Alum	1.Mode		4.Obsolete		7.		Grade & Fac		Fair 110	
<ol><li>Compos.</li></ol>	7.Single	11.Log	2.Typica		5.		8.		1.E Grade		Grade	7.AAA Grad
4.Asbestos	8.Concrete	12.Stone	3.Old T	ype (	5.		9.No	ne	2.D Grade	5.A	Grade	8.MS Grade
Roof Surface	1 Asphalt Sh	ingles	Bath(s)	Style	2 Typica	l Bath	1(s)		3.C Grade		A Grade	9.Same
1.Asphalt	4.Composit	7.Rolled F	1		4.Obsolete		7.		SQFT (Footp	orint) 7	720	
2.Slate	5.Wood	8.	2.Typica	al !	5.		8.		Condition	4 Ave	erage	
3.Metal	6.Other	9.	3.Old T	ype (	5.		9.No	ne	1.Poor	4.Av	⁄g	7.V G
SF Masonry Ti	rim <b>0</b>		# Room	IS	0				2.Fair	5.Av	/g+	8.Exc
OPEN-3-CUST			# Bedro		0				3.Avg-	6.Go		9.Same
OPEN-4-CUST			# Full B	aths	1				Phys. % Go		0%	
Year Built	1930		# Half E		0				Funct. % Go		100%	
Year Remodel			# Addn	Fixtures	0				Functional C		None	
Foundation	2 Concrete B		# Firepl	aces	0				1.Incomp		b/Heat	7.
1.Concrete	4.Wood	7.							2.O-Built	5.		8.Frac Sha
2.C Block	5.Slab	8.							3.Style	6.		9.None
3.Br/Stone	6.Piers	9.							Econ. % Go		00%	
	1 1/4 Baseme				D.				Economic Co		one	
1.1/4 Bmt	4.Full Bmt	7.			v	11 (			0.None		Power	7.
2.1/2 Bmt	5.Crawl Sp	8.				$\mathbf{L}$			1.Location		enerate	8.
3.3/4 Bmt	6.	9.None	•			So	ftw	are	2.Encroach	9.No		9.
Bsmt Gar # C				A Division	n of Harris Co	mputer	Systems	7	Entrance Co		Estimate	
Wet Basemen	•								1.Interior		acant	7.
1.Dry	4.Dirt	7.							2.Refusal		timate	8.Exsist R
2.Damp	5.	8.							3.Informed	6.Ha	anger	9.
3.Wet	6.	9.							Information	Code	5 Estim	ate
									1.Owner	4.Ag	gent	7.Vacant
		_	_						2.Relative	5.Es	timate	8.Exist R
		Date 1	Inspecte	d 10/0	8/2015				3.Tenant	6.Ot	ther	9.For Sale
	Addit	ions, O	utbuild	ings & I	[mprov	/em	ents	•				tory Fram
Type		Year	Units	Grade	Cond	Ph	ys.	Funct.	Sound V	'alue		tory Fram
1 One Sto	ry Frame	1993	192	3 100	4	0	-	100 %				Story Fr
1 OIL 310	ny iranic	1,7,7,5	172	5 100	1	J .	70	100 /0			4.1 & 1/	2 Story

Addit	1.One Story Fram							
Туре	Year	2.Two Story Fram						
1 One Story Frame	1993	192	3 100	4	0 %	100 %		3.Three Story Fr 4.1 & 1/2 Story
21 Open Frame	1958	184	3 100	4	0 %	100 %		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.Finished 1/2 S
					%	%		26.1sFr Overhang
					%	%		27.Unfin Basement 28.Unfinished Att
					%	%		29.Finished Attic



Card 1

Of 1

9/12/2019

Dedham 4:26 PM

## RE Account 1161 Detail as of 09/12/2019

09/12/2019 Page 1

Name: HEBER, JOANNE G TRUST & HEBER, JOANNE G -

TRUSTEE

Location: 10 HEBER DR

Acreage: 0 Map/Lot: 20/017.T1

Book Page: B5891P324

2019-1 Period Due:

1) 1,123.26

 Land:
 0

 Building:
 77,200

 Exempt
 0

 Total:
 77,200

Ref1:

Mailing c/o JUSTIN HEBER

Address: 5 RUE PIERRE ALLIO 56400 BRECH

**FRANCE** 

Year	Date	Reference	PC	Principal	Interest	Costs	Total
2019-1 R				1,123.26	0.00	0.00	1,123.26
2018-1 L	*			1,100.10	76.15	67.60	1,243.85
2017-1 L	*			62.38	4.69	0.00	67.07
2016-1 R				0.00	0.00	0.00	0.00
2015-1 R				0.00	0.00	0.00	0.00
2014-1 R				0.00	0.00	0.00	0.00
2013-1 R				0.00	0.00	0.00	0.00
2012-1 R				0.00	0.00	0.00	0.00
2011-1 R				0.00	0.00	0.00	0.00
Account Totals a	s of 09/12/	2019		2,285.74	80.84	67.60	2,434.18

Per D	Diem
2018-1	0.2139
2017-1	0.0121
Total	0.2260

Note: Payments will be reflected as positive values and charges to the account will be represented as negative values.

Map Lo	t 20/017.T1	Account 1161	Locatio	n 10 H	ieber dr			С	ard 1	Of	1 9/	12/2019
HEBER. 10	DANNE G TRUST	Pro	perty D	ata			Assessment Record					
-	DANNE G - TRUSTEE		Neighborhood			Year	Land		Buildin		Exempt	Total
c/o JUSTIN						2010		0		0	0	
5 RUE PIE	RRE ALLIO 56400 BRECH		Tree Growth Yea	ar O								
FRANCE			X Coordinate		0	2011		0		0	0	(
B5891P32	4		Y Coordinate		0	2012		0		76,770	0	76,770
			Zone/Land Use	48 Waterfro	ont	2013		0		76,770	0	76,770
			Secondary Zone			2016		0		77,200	0	77,200
						2017		0		77,200	0	77,200
			Topography 2 F	ROLLING	2 ROLLING	2018		0		77,200	0	77,200
			1.LEVEL	4.BELOW ST	7.ROUGH							
				5.LOW	8.							
				6.SWAMPY	9.							
			Utilities 4 DRI	ILLED WELL 7	7 SEPTIC							
			1.SUMMER	4.DR WELL	7.SEPTIC							
				5.DUG WELL	8.SPRING							
				6.LAKE WTR	9.NONE							
			Street									
				4.PROPOSED	7.			Lar	d Data			
				5. 6.	8. 9.NONE	Front Foot			ctive	Infl	uence	Influence
			SIGIVIVEE		0	-	Туре	Frontage	Depth	Factor	Code	Codes
Inspection	Witnessed By:		SPRINGWORK YE	EAR	0	11.Road Class 1 12.Road Class 2					%	1.USE 2.R/W
			9	Sale Dat	:a	13.Road Class 3					%	3.TOPOGRAPHY
Χ		Date	Sale Date			14. 15.					% %	4.SIZE/SHAPE 5.ACCESS
No./Date	Description	Date Insp.	Price							(	%	6.RESTRICTIONS
NO./Date	Description	Date Irisp.	Sale Type			Square Foot		C=	o Foot	•	%	7.VACANCY 8.SEMI-IMPROVED
				4.MOBILE 5.OTHER	7. 8.	16.		Squar	e Feet		%	9.FRACTIONAL
				6.	9.	17.					%	Acres
			Financing			18.					%	30.Rear Land 3 31.Rear Land 4
				4.SELLER	7.UNKNOWN	19.					% %	32.Pasture
	Notes:			5.PRIVATE	8.	20.					%	33.Crop
Notes:				CCACII	9.UNKNOWN	1					%	34.Horticul 1
Notes:			3.ASSUMED	6.CASH	3.OIVINIOVIV						70	2E Horticul 2
Notes:			3.ASSUMED  Validity	6.CASH	3.0NNNOWN	Fract. Acre		Acreag	e/Sites			35.Horticul 2 36.Orchard
Notes:			Validity	4.SPLIT	7.RENOVATE	21.Homesite (Frac		Acreag	e/Sites	•	%	35.Horticul 2 36.Orchard 37.Softwood TG
Notes:			Validity 1.VALID 2.RELATED	4.SPLIT 5.PARTIAL	7.RENOVATE 8.OTHER			Acreag	e/Sites	(	%	36.Orchard 37.Softwood TG 38.Mixed Wood TG
Notes:			Validity 1.VALID 2.RELATED	4.SPLIT	7.RENOVATE	21.Homesite (Frac 22.Baselot (Fract 23.		Acreag	e/Sites	(	%	36.Orchard 37.Softwood TG 38.Mixed Wood TG 39.Hardwood TG
Notes:			Validity 1.VALID 2.RELATED	4.SPLIT 5.PARTIAL	7.RENOVATE 8.OTHER	21.Homesite (Frac 22.Baselot (Fract 23. Acres 24.Homesite		Acreag	e/Sites	(	9/o 9/o 9/o	36.Orchard 37.Softwood TG 38.Mixed Wood TG 39.Hardwood TG 40.Wasteland
Notes:			Validity 1.VALID 2.RELATED 3.DISTRESS Verified	4.SPLIT 5.PARTIAL	7.RENOVATE 8.OTHER	21.Homesite (Frac 22.Baselot (Fract 23. Acres 24.Homesite 25.Baselot		Acreag	e/Sites	(	% % % % %	36.Orchard 37.Softwood TG 38.Mixed Wood TG 39.Hardwood TG 40.Wasteland 41.Gravel Pit
Notes:			Validity 1.VALID 2.RELATED 3.DISTRESS Verified 1.BUYER 2.SELLER	4.SPLIT 5.PARTIAL 6.EXEMPT 4.AGENT 5.PUB REC	7.RENOVATE 8.OTHER 9. 7.FAMILY 8.OTHER	21.Homesite (Frac 22.Baselot (Fract 23. Acres 24.Homesite 25.Baselot 26.Frontage 1		Acreag	e/Sites	(	% % % %	36.Orchard 37.Softwood TG 38.Mixed Wood TG 39.Hardwood TG 40.Wasteland
Notes: <b>Dedha</b>			Validity 1.VALID 2.RELATED 3.DISTRESS Verified 1.BUYER 2.SELLER	4.SPLIT 5.PARTIAL 6.EXEMPT 4.AGENT	7.RENOVATE 8.OTHER 9. 7.FAMILY	21.Homesite (Frac 22.Baselot (Fract 23. Acres 24.Homesite 25.Baselot				(	% % % % %	36.Orchard 37.Softwood TG 38.Mixed Wood TG 39.Hardwood TG 40.Wasteland 41.Gravel Pit 42.Mobile Home Pa

#### **Dedham**

												Dedham
	ot 20/01					unt	11	161	Locatio	n	10 H	HEBER DR
Building Style	1 Convention		SF Bsmt	ι Living	0				Layout 1 Ty	ypica	I	
1.Conv.	5.Colonial	9.Condo	Fin Bsm		0 0				1.Typical	4.		7.
2.Ranch	6.Split	10.Log		OPTIONAL	0				2.Inadeq	5.		8.
3.R Ranch	7.Contemp	11.Other	Heat Ty	•		ot Wate	r BE	В	3.	6.		9.
4.Cape	8.Cottage	12.Gambre			5.FWA	-		Heat	Attic 9 Nor			
Dwelling Units	s <b>1</b>		2.HWCI	Е	6.GravWA	1	10.		1.1/4 Fin		III Fin	7.
Other Units	0		3.H Pun	np 7	7.Electric	1	11.		2.1/2 Fin	5.FI/	'Stair	8.
Stories	2 Two Story		4.Radia	nt8	8.Fl/Wall	1	12.		3.3/4 Fin	6.		9.None
1.1	4.1.5	7.3.50	Cool Typ	pe <b>0%</b>	9 No	one			Insulation 4 I	Minir	nal	
2.2	5.1.75	8.4	1.Refrig	<b>,</b> 4	4.W&C Air	7	7.		1.Full	4.Mi	nimal	7.
3.3	6.2.5	9.	2.Evapo	or !	5.	8	3.		2.Heavy	5.Pa	rtial	8.
Exterior Walls	2 Vinyl		3.H Pun	np f	6.	9	9.No	ne	3.Capped	6.		9.None
1.Wood	5.Shingles	9.Other	Kitchen	Style	2 Typica	d .			Unfinished %	0%	<b>/</b> o	
2.Vinyl	6.Brick	10.Alum	1.Moder	rn ∠	4.Obsolete	7	7.		Grade & Factor	r <b>2</b> l	Fair 110 <sup>o</sup>	%
3.Compos.	7.Single	11.Log	2.Typica	al !	5.	8	3.		1.E Grade	4.B	Grade	7.AAA Grad
4.Asbestos	8.Concrete	12.Stone	3.Old Ty		6.	9	9.No	ne	2.D Grade	5.A	Grade	8.MS Grade
Roof Surface	1 Asphalt Sh	ingles	Bath(s)		2 Typica	l Bath(s	5)		3.C Grade	6.AA	\ Grade	9.Same
1.Asphalt	4.Composit	7.Rolled R	` `	•	4.Obsolete	-	7.		SQFT (Footprin	nt) <b>8</b>	300	
2.Slate	5.Wood	8.	2.Typica		5.	8					rage	
3.Metal	6.Other	9.	3.Old Ty		6.		9.No	ine	1.Poor	4.Av	•	7.V G
SF Masonry T			# Room	/	0				2.Fair	5.Av	5	8.Exc
OPEN-3-CUST			# Bedro		0				3.Avg-	6.Go		9.Same
OPEN-4-CUST			# Full B		1				Phys. % Good		)%	
Year Built	1970		# Half B		0				Funct. % Good		L00%	
Year Remodel				Fixtures	0				Functional Cod		None	
Foundation	1 Concrete		# Firepla		1				1.Incomp		o/Heat	7.
1.Concrete	4.Wood	7.	# 1 п ср.	accs					2.O-Built	5.	J/ I ICGC	8.Frac Sha
2.C Block	5.Slab	7. 8.							3.Style	5. 6.		9.None
3.Br/Stone	6.Piers	9.							Econ. % Good		0%	9.140110
	5 Crawl Space		-				_		Economic Code			
1.1/4 Bmt	4.Full Bmt	<b>.</b> 7.			D.				0.None		Power	7.
					K							
2.1/2 Bmt	5.Crawl Sp	8.	1 6		$T \mathcal{L}$				1.Location		enerate	8.
3.3/4 Bmt	6.	9.None	_ `			<u>Soft</u>	two	are	2.Encroach	9.No	ne	9.
Bsmt Gar # C			_	A Division	n of Harris Co	mputer Sys	items	9	Entrance Code			_
	nt 9 No Basen								1.Interior		cant	7.
1.Dry	4.Dirt	7.							2.Refusal		timate	8.Exsist R
2.Damp	5.	8.							3.Informed		anger	9.
3.Wet	6.	9.							Information Co	ode	0	
							_		1.Owner	4.Ag	jent	7.Vacant
									2.Relative	5.Es	timate	8.Exist R
		Date I	inspecte	:d					3.Tenant	6.Ot	her	9.For Sale
	Addit	ions, Ou	utbuild	ings & I	Improv	emer	nts	;				tory Fram
Туре		Year	Units	Grade	Cond	Phys		Funct.	Sound Val	ue		tory Fram
							$\overline{}$		- Countral		3.Three	Story Fr
21 Open I	rame	0 :	192	0 0	0	0 '	%	U %			4.1 & 1/3	2 Story

Addit	1.One Story Fram							
Туре	Year	Units	Grade	Cond	Phys.	2.Two Story Fram 3.Three Story Fr		
21 Open Frame	0	192	0 0	0	0 %	0 %		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.Finished 1/2 S
					%	%		26.1sFr Overhang 27.Unfin Basement
					%	%		28.Unfinished Att
					%	%		29.Finished Attic



Card 1

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9/12/2019

### **DISCLOSURES RELATIVE TO PROPERTY**

**Auction # R19-263** 

Location: 6, 9 & 10 Heber Drive, Dedham, ME

Disclosure for Heating System:		
Type	Not Known _	X
Age of System	Not Known _	<u>X</u>
Name of Service Company	Not Known _	_X
Annual Consumption per Source	Not Known _	_X
Malfunctions or Problems	Not Known _	<u>X</u>
Disclosure for Waste Disposal System:		
Type of System	Not Known _	X
Date of Installation	Not Known	Χ
Size and Type of Tank	Not Known	Χ
Location of Field and Tank	Not Known _	Χ
Malfunctions	Not Known _	<u>X</u>
Service and Contracting	Not Known _	
Disclosure for Private Water Supply:		
Type of System	Not Known	Χ
Date of Installation	Not Known	
Malfunctions	Not Known	
Location	Not Known	X
Date and Result of Tests	Not Known _	Χ
Disclosure for Public Water Supply:		
Line Malfunctions	Not Known _	<u>X</u>
Disclosure for Known Hazardous Materials including but not limited to:		
Asbestos	Not Known	Χ
Radon	Not Known	
Lead Paint	Not Known	
Chemical Spills on Property	Not Known	
Underground Tanks	Not Known _	
Signature of Seller	Date	
Signature of Buyer	Date	















3 year-round, waterfront homes on Green Lake with manicured shorefront and kept lot. Total of 9 bedrooms, 5 full baths, 1 half bath, 3 kitchens, 4-5 living areas, walk-out basement, screened porches, large 4 season wrap around porch with windows. Also has detached 3 car garage, large/private level field area about the size of a tennis court, manicured lawns behind the cabins, tarred driveway and walkways, fireplaces, and views you'd have to see to believe.

