

REAL ESTATE AUCTION R20-267
27 HILL FARM ROAD, MACHIAS, ME



THURSDAY, FEBRUARY 6TH 2020 @ 2:00 PM

27 HILL FARM ROAD, MACHIAS, ME

PREVIEW: MONDAY, JANUARY 27TH @ 2-3:00 PM OR BY APPT.

MAP/LOT 010/006

± 5 ACRES

R20-267 Land / Residential

27 Hill Farm Road, Machias, ME

Map/Lot 010/006

± 5 Acres

Prepared for:

Machias Savings Bank

Prepared by:

Central Maine Auction Center

Emily Tilton, Auction License #1621

CENTRAL MAINE AUCTION CENTER

44 CONCORD DRIVE, HERMON, MAINE 04401

(207) 848-7027 • CMAUCTIONCENTER.COM

THURSDAY, FEBRUARY 6TH 2020 @ 2:00 PM

Dear Prospective Bidder:

Machias Savings Bank and Central Maine Auction Center, in conjunction with Realty of Maine would like to announce auction R20-267. The real estate at 27 Hill Farm Road in Machias, ME, consists of ±5 acres of residential land.

The above property is subject to a \$5,000 deposit (nonrefundable to the highest bidder) 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 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
WASHINGTON, ss.

SUPERIOR COURT
Docket No. RE-2019-3

MACHIAS SAVINGS BANK,)
)
PLAINTIFF)
)
v.)
)
JENNIFER C. RANKE,)
)
DEFENDANT and)
)
CAVALRY SPV I, LLC, MIDLAND)
FUNDING, LLC, PORTFOLIO)
RECOVERY ASSOCIATES, LLC,)
EQUABLE ASCENT FINANCIAL, LLC,)
DISCOVER BANK, and MARK WRIGHT)
CONSTRUCTION & DISPOSAL,)
)
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 ■ 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, 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. Jennifer C. Ranke et al.
27 Hill Farm Road
Machias, 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 Jennifer C. Ranke and Michael S. Ranke said Mortgage Deed having been foreclosed as described in the Judgment of Foreclosure and Sale dated September 18, 2019, and entered by the Superior Court for Washington County, Machias, Maine, in the matter of Machias Savings Bank v. Jennifer C. Ranke et al. (Docket No. RE-2019-3).

1. The property to be sold includes the real estate, together with any improvements thereon, located generally at 27 Hill Farm Road, Machias, Washington County, Maine, more particularly described in the Mortgage Deed from Jennifer C. Ranke and Michael S. Ranke to Machias Savings Bank dated June 12, 2007, and recorded in the Washington County Registry of Deeds in Book 3298, Page 207 (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 Beth Sleeper Roybal, Realty of Maine (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 February 6, 2020, at 2:00 p.m. at 27 Hill Farm Road, Machias, 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 Bangor Daily News on January 4, 11, and 18, 2020, 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 Machias, 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 27 Hill Farm Road, Machias, Washington County, Maine, being more particularly described in a Mortgage Deed from Jennifer C. Ranke and Michael S. Ranke to Machias Savings Bank dated June 12, 2007, and recorded in the Washington County Registry of Deeds in Book 3298, Page 207, 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 February 6, 2020.

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 February 6, 2020.

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 Machias, Washington County, 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 the Town of Machias, County of Washington, State of Maine, bounded and described as follows, to wit:

Beginning at the southeasterly corner of the premises described in a deed from George F. Hill to Marie F. Hill dated May 20, 1980, and recorded in the Washington County Registry of Deeds in Book 1102, Page 253, as marked by a pipe in a fence line marking the North line of land now or formerly of Alan Graves; thence South 87° 57' West along land now or formerly of Graves a distance of 697.1 feet, more or less, to a point marked by an iron stake; thence on an approximate course of North 14° 30' East along land now or formerly of John Gaddis and William A. Mackie a distance of 352.49 feet, more or less, to an iron stake; thence in a general easterly direction along remaining land of Hill a distance of 628 feet, more or less, to a point marked by an iron stake; thence South 2° 16' East a distance of 321.85 feet, more or less, to the point of beginning. Containing 5 acres, more or less.

Being a portion of the premises described in a Warranty Deed from George F. Hill to Marie F. Hill dated May 20, 1980 recorded Washington County Registry of Deeds Book 1102, Page 253.

Granting also the Right of Way and Easement described in a Right of Way and Easement from Martha A. Ranke and Terrence J. Ranke to Marie F. Hill dated Decembe15, 2006 and recorded in the Washington County Registry of Deeds in Book 3229, Page 86, described therein as follows:

“A Right of Way and Easement for ingress and egress, by foot or by vehicle, fifty feet (50') in width, to be used in common with the Grantors herein, their heirs and assigns, over and upon land of the Grantors herein described in a deed from Edwin W. Hill to Martha A. Ranke and Terrence J. Ranke dated August 20, 1975 recorded in Book 894, Page 156 of said Registry as follows:

Beginning at the intersection or the southerly sideline of Court Street with the existing access driveway (2006) to the home of Martha A. Ranke and Terrence J. Ranke, the centerline of said right of way and easement shall be the centerline of said existing driveway; thence following said driveway in a generally southerly direction and extending beyond the driveway in a generally southerly direction across land of said Martha A. Ranke and Terrence J. Ranke, to the northerly boundary line of land of the Grantee herein, Marie F. Hill (Book 1102, Page 253 of the Washington County Registry of Deeds).

Also granting the right, privilege and easement to construct, maintain, operate and upgrade,

including paving, from time to time, and for utility purposes, poles, lines, supports and/or cables following the course of the above easement for ingress and egress with the right to transmit electricity and intelligence over said lines and/or cables, and to clear and dispose of interfering trees and other growth from time to time with permission to enter upon the land of Martha A. Ranke and Terrence J. Ranke for the above purposes, and further granting to said Michael S. Ranke and Jennifer C. Ranke, their heirs and assigns, the right to assign said rights to utility companies.

The cost of maintenance (but not construction and/or improvements) of said Right of Way and Easement over the existing driveway on land of Martha A. Ranke and Terrence J. Ranke (2006) shall be shared by the Grantors herein, their heirs and assigns, and the Grantee herein, her heirs and assigns.

This conveyance is subject to the rights of others in and to any portion of the above conveyed Right of Way and Easement which lie within the Court Street right of way.

The property of the Grantors over which the above conveyed Right of Way and Easement passes is situated in Machias, County of Washington, State of Maine and is the same property described in deeds from Edwin W. Hill to the Grantors herein dated August 20, 1975 and recorded in the Washington County Registry of Deeds in Book 894, Page 156.

The property of the Grantee herein which is benefitted by the above conveyed Right of Way and Easement is situated in Machias, Washington County, State of Maine and is the same property described in a deed from George F. Hill to Marie F. Hill dated May 20 1960 and recorded in Book 1102, Page 253 of said Registry”.

Also granting a Right of Way and Easement for ingress and egress, by foot or by vehicle fifty feet (50) in width, to be used in common with the Grantor herein, her heirs and assigns, described as follows:

Beginning at the intersection of the southerly sideline of land of Martha A. Ranke and Terrence J. Ranke (Book 894, Page 156), also being the northerly boundary line of Marie F. Hill and the above conveyed Right of Way and Easement granted by Martha A. Ranke and Terrence J. Ranke to Marie F. Hill, the Grantor herein, to be duly recorded in the Washington County Registry of Deeds; thence running in a generally southeasterly, southerly or southwesterly direction to the northerly boundary line of the above conveyed property from Marie F. Hill to Michael S. Ranke and Jennifer C. Ranke.

Also granting the right, privilege, and easement to construct, maintain, operate and upgrade, including paving, from time to time, and for underground utility lines and any above ground appurtenances necessary for said underground utility lines, following the course of the above easement for ingress and egress with the right to transmit electricity and intelligence over said lines and/or cables, and to clear and dispose of interfering trees and other growth from time to time with permission to enter upon the land of Marie F. Hill for the above purposes, and further granting to said Michael S. Ranke and Jennifer C. Ranke, their heirs and assigns, the right to assign said rights to utility companies.

The cost of construction and improvement of the aforesaid Right of Way shall be the sole responsibility of the Grantees herein. The cost of maintenance of said Right of Way shall be shared by the Grantor, her heirs and assigns, and the Grantees herein, their heirs and assigns.

The property of the Grantor over which the above conveyed Right of Way and Easement passes is situated in Machias, County of Washington, State of Maine and is the same property described in the deed from George F. Hill to Marie F. Hill, the Grantor herein, dated May 20, 1980 and recorded in the Washington County Registry of Deeds in Book 1102, Page 253.

Michael S. Ranke died intestate on September 18, 2015.

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 Jennifer C. Ranke and Michael S. Ranke to Machias Savings Bank dated June 12, 2007, and recorded in the Washington County Registry of Deeds in Book 3298, Page 207 (the "Mortgage"). The Grantor foreclosed the Mortgage by virtue of a Judgment of Foreclosure and Sale dated September 18, 2019 and entered by the Superior Court for Washington County, Machias, Maine, in the matter of Machias Savings Bank v. Jennifer C. Ranke et al. (Docket No. RE-2019-3), said judgment having been recorded in said Registry in Book 4606, Page 177. 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: Bangor Daily News.
Dates of Publication: January 4, 11, and 18, 2020.
Sale Date¹: February 6, 2020.

IN WITNESS WHEREOF, Machias Savings Bank has caused this instrument to be signed by its undersigned officer, duly authorized, this _____ day of February, 2020.

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.

February _____, 2020

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 September 18, 2019, which judgment was entered on September 23, 2019 by the Superior Court for Washington County, Machias, Maine in the case of **Machias Savings Bank v. Jennifer C. Ranke et al.** Docket No. RE-2019-3, and wherein the Court adjudged a foreclosure of a Mortgage Deed granted by Jennifer C. Ranke and Michael S. Ranke dated June 12, 2007, and recorded in the Washington County Registry of Deeds in Book 3298, Page 207, the period of redemption from said judgment having expired, a public sale will be conducted on February 6, 2020, commencing at 2:00 p.m. at 27 Hill Farm Road, Machias, Maine. The property to be sold is further described on the Town of Machias Tax Maps at Map 10, Lot 6. 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 Machias, 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.

**Town of Machias
Tax Information Sheet
As of: 12/30/2019**

Account: 1302 **Name:** RANKE, JENNIFER C & MACHIAS SAVINGS BANK

Location: 27 HILL FARM RD

Map and Lot: 010-006

Sale Date:

Deed Reference: B3229P88 12/18/2006

Sale Price:

Land: 38,000
Building: 157,900
Exempt: 0
Total: 195,900

Total Acres: 5
Tree Growth: Soft : 0 Mixed : 0 Hard : 0
Farmland:
Open Space:
Zoning: 11 - None
SFLA: 2520

	Amount	Mill Rate
Last Billed : 2019-1	4,251.03	21.700
Previous Billed : 2018-1	3,773.63	21.700

Outstanding Taxes

Year	Per Diem	Principal	Interest	Costs	Total
2019-1	0.4723	4,251.03	35.90	0.00	4,286.93
	0.4723	4,251.03	35.90	0.00	4,286.93
2019-1 Period Due					
	10/15/2019	2,125.52	35.90	0.00	2,161.42
	03/16/2020	2,125.51			2,125.51
					4,286.93

Information Given By: Jane Fass
Title: Deputy Clerk 12/30/2019

All calculations are as of: 12/30/2019

PT NO.	RECORD OF OWNERSHIP		DATE OF TRANSFER	DATE RECORDED	BOOK	PAGE	STAMPS
	Name	<i>Blank, Michael S & Jennifer C</i>			3229	88	5000
	Address						<i>Fam</i>
	Property Location						
	Description						
	N						
	E						
	W						
Give surveyor's measures if known							

RECORD		BUILDING PERMIT RECORD		LAND VALUE COMPUTATIONS AND SUMMARY				
19	LAND	PERMIT NO.	CLASSIFICATION	NO. OF ACRES	RATE	TOTAL		07
	BLDGS	COST	TILLABLE					
	TOTAL	PROJECT	PASTURE	1	50	50		
19	LAND	DATE	WOODLAND	3	350	1050		
	BLDGS	CHECKED BY	WASTE LAND					
	TOTAL		HOMESITE	1	8000	8000		
19	LAND		TOTAL ACERAGE		5	9600		
	BLDGS		FRONTAGE	DEPTH	UNIT PRICE	DEPTH FACTOR	FRONT FT. PRICE	
	TOTAL							

PROPERTY FACTORS				
RURAL PROPERTY				
TS	TOPOGRAPHY	LEVEL	ROLLING	LEDGE
		LOAM	SAND	CLAY
	SOIL TYPE	GOOD	FAIR	POOR
	LAND CLASS	GOOD	FAIR	POOR
	DRAINAGE	GOOD	FAIR	POOR
	WATER SUPPLY	GOOD	FAIR	NONE
	FENCES			
RICT	ELECTRICITY	YES	NO	
	TELEPHONE	YES	NO	
	ROAD	PAVED	IMPR	DIRT

C. I.		<i>W+S</i>	2000
TOTAL VALUE LAND			94600
TOTAL VALUE BUILDINGS			11600
TOTAL VALUE LAND & BUILDINGS			106200
LAND VALUE COMPUTATIONS AND SUMMARY			
CLASSIFICATION	NO. OF ACRES	RATE	TOTAL
TILLABLE			
PASTURE			
WOODLAND			
WASTE LAND			
HOMESITE			
TOTAL ACERAGE			
FRONTAGE	DEPTH	UNIT PRICE	DEPTH FACTOR
			FRONT FT. PRICE
C. I.			
TOTAL VALUE LAND			
TOTAL VALUE BUILDINGS			
TOTAL VALUE LAND & BUILDINGS			

MEMORANDA				

BUILDING RECORD

OCCUPANCY		HEATING		COMMERCIAL COMPUTATIONS			SKETCH												
DWELLING		FORCED AIR		WL.HT.	BLDG. A	BLDG. B	WL.HT.												
TWO FAMILY		GRAV. HOT AIR			B			<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>3P 53675 1080 54755 192 <u>10510</u></p> </div> <div style="width: 45%;"> <p>4P 54755 1440 56195 192 <u>107844</u> 42</p> </div> </div> <div style="border: 1px solid black; width: 150px; height: 80px; margin: 10px auto; text-align: center;"> <p>1260 ²⁵/_B</p> </div> <div style="width: 40%; text-align: right;"> <p>oil wt septer</p> </div>											
APARTMENTS ()		HOT WATER or STEAM			1ST														
COMMERCIAL		ELECTRIC			2ND														
FARM		HEATERS WALL - FLR.			3RD														
GAS STATION		UNIT HEATERS																	
WAREHOUSE																			
INDUSTRIAL		NO HEATING		TOTAL															
VACANT LOT				B.P.A. %															
				G.F. %															
				FRONT															
BASEMENT		STANDARD		HTG.-A.C.															
		BATHROOM		PLGB.															
		TOILET ROOM		PTNS.															
NON PART HALF		SINK		ELEVATOR															
SIZE		WATER CLOSET																	
FOUNDATION		STALL SHOWER																	
P B & S CB		URINAL																	
WALLS		ROOF		S.F. PRICE															
BEV. SID.		ASPH. SH.		AREA															
ALUM.		WOOD SH.		TOTAL															
WOOD SH.		ASB. SH.		ADDNS.															
ASB. SH.		R. R.		REPL. VALUE															
ASPH. SH.		METAL																	
BR. VEN.		COMP.		ROOMS	B	1	2	3	A	INSPECTION BY: 4/18/08 D/G				WITNESSED					
CONC. BL.		SLATE		KITCHEN						FUNCTIONAL DEPRECIATION FACTORS									
STONE VEN.				LIV. & DIN. COMB.						SURPLUS CAPACITY		ENCROACHMENTS		OBsolescence		UNFINISHED			
MASONITE		WOOD FR.		BATHROOM						BLIGHTED AREA		COMMERCIAL LOC.		ECONOMIC					
VW 76		STL. FR.		TOILET ROOM															
FLOORS				R.R. FAM. RM.															
EARTH				REPL. VALUE															
CONCRETE				AGE															
SOFTWOOD				CDU															
HARDWOOD				REPL. VALUE															
TILE				PD															
CARPET				FD															
WOOD JOIST				TRUE VALUE															
STEEL JOIST																			
REINFORCED CONCRETE																			
STEEL FRAME																			
INTERIOR FINISH																			
PINE																			
HARDWOOD																			
PLASTER																			
DRY WALL																			
PANELING																			
UNFINISHED																			

GRADE DENOTES QUALITY OF CONSTRUCTION; AA-EXCELLENT; A-VERY GOOD; B-GOOD; C-AVERAGE; D-CHEAP; E-VERY CHEAP
CDU FACTOR REFERS TO THE CONDITION, DESIRABILITY, AND USEFULNESS OF THE BUILDING

DISCLOSURES RELATIVE TO PROPERTY

Auction # R20-267

Location: 27 Hill Farm Road, Machias, 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 _____