

# REAL ESTATE AUCTION R20-266

33 HAYNES POINT ROAD, TRENTON, ME



THURSDAY, FEBRUARY 6TH 2020 @ 10:00 AM

33 HAYNES POINT ROAD, TRENTON, ME

PREVIEW: MONDAY, JANUARY 27TH @ 10-11:00 AM OR BY APPT.

MAP/LOT 011/012

± 0.72 ACRES

## **R20-266 Land / Residential**

33 Haynes Point Road, Trenton, ME

Map/Lot 011/012

± 0.72 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 @ 10:00 AM

Dear Prospective Bidder:

Machias Savings Bank and Central Maine Auction Center, in conjunction with Realty of Maine would like to announce auction R20-266. The real estate at 33 Haynes Point Road in Trenton, ME, consists of ±0.72 acres of residential land.

The above property is subject to a \$5,000 deposit (nonrefundable) in CASH or CERTIFIED U.S. FUNDS made payable to Machias Savings Bank (deposited with Auctioneer as qualification to bid). The property will be sold by public auction as is-where is, subject to all outstanding municipal assessments.

Machias Savings Bank, Central Maine Auction Center and 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-2018-57

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MACHIAS SAVINGS BANK,	)
	)
PLAINTIFF	)
	)
v.	)
	)
ABIGAIL J. FESSENDEN, a/k/a ABIGAIL	)
L. FESSENDEN, f/k/a ABIGAIL L.	)
JOHNSON,	)
	)
DEFENDANT and	)
	)
SCOTT T. JOHNSON, MAJESTIC POINT	)
HOMEOWNERS ASSOCIATION, STATE	)
OF MAINE, MAINE REVENUE	)
SERVICES, and CHRISTINE M.	)
WITHAM,	)
	)
PARTIES IN INTEREST	)

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**\*\*\*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](http://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](http://www.eatonpeabody.com) ■ Attorneys for Machias Savings Bank

## **TERMS AND CONDITIONS OF PUBLIC SALE**

Machias Savings Bank v. Abigail J. Fessenden et al.  
33 Haynes Point Road  
Trenton, 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 Machias Savings Bank by Abigail L. Johnson, n/k/a Abigail J. Fessenden, said Mortgage Deed having been foreclosed as described in the Judgment of Foreclosure and Sale dated May 7, 2019, and entered by the Maine District Court, District Five, Location: Ellsworth, Hancock County, Maine, in the matter of Machias Savings Bank v. Abigail J. Fessenden et al. (Docket No. ELL-RE-2018-57).

1. The property to be sold includes the real estate, together with any improvements thereon, located generally at 33 Haynes Point Road, Trenton, Hancock County, Maine, more particularly described in the Mortgage Deed from Abigail L. Johnson, n/k/a Abigail J. Fessenden, to Machias Savings Bank dated May 23, 2006, and recorded in the Hancock County Registry of Deeds in Book 4495, Page 1 (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 10:00 a.m. at 33 Haynes Point Road, Trenton, 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 Ellsworth American on January 2, 9, and 16, 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 33 Haynes Point Road, Trenton, Hancock County, Maine, being more particularly described in a Mortgage Deed from Abigail L. Johnson, n/k/a Abigail J. Fessenden, to Machias Savings Bank dated May 23, 2006, and recorded in the Hancock County Registry of Deeds in Book 4495, Page 1, 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  
Its Vice President  
Date \_\_\_\_\_

\_\_\_\_\_  
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 situated in the Town of Trenton, Hancock County, Maine, labeled "Reserved Parcel" containing 0.72 acres as shown on plan entitled "Plot of Subdivision, Northern Addition to Majestic Point, Trenton, Hancock County, Maine" dated December, 1975, by H.C. Plummer, Jr., R.L.S., and recorded in Plan Book 14, Page 128 at the Hancock County Registry of Deeds.

The above described premises are hereby conveyed subject to the following permanent restrictions (not conditions subsequent) to wit:

- A. No building having less than 480 square feet of floor space on first story and having an overall height of more than 18 feet including chimney shall be erected thereon, except that a single story two-car garage may be erected on any lot having shore frontage. No building shall be erected thereon except a private dwelling or summer residence for single family occupancy. A single story two-car garage may be erected on any lot. Minimum cost of dwelling or summer residence shall be \$7,500 (cost of land not included).

Metal roofs are not permitted. All buildings shall conform to state and local building codes.

- B. No building except a private boathouse shall be erected or placed on any lot having ocean frontage within 75 feet from high water mark, or within 25 feet of any sideline or within 35 feet of any right of way. No building shall be erected or placed on any lot not having 200 feet shore frontage within 35 feet of a right of way or within 25 feet of any other lot line.
- C. There shall be no trailers, campers, tents, mobile homes or other means of living on said premises other than a standard constructed building as herein specified.
- D. Plumbing must conform with local and State requirements. No outhouses or chemical toilets are permitted. No septic tank shall be placed or used within 100 feet of high water mark, nor within 100 feet of an existing well, and no well shall be constructed within 100 feet of any septic tank then located. Domestic sewage shall be treated by a system approved by the State of Maine and shall be installed by a competent contractor for same.

- E. No lot shall be divided for purpose of rent, lease or sale, and no part of any lot less than the whole shall be rented, leased or sold.
- F. No intoxicating liquors shall be kept for sale on the premises, and no commercial business of any kind shall be conducted thereon.
- G. No unregistered vehicles of any kind will be allowed thereon.
- H. No livestock of any kind shall be kept on the premises. Household pets are permitted.
- I. All buildings must be completed on outside within 24 months of start of construction. Buildings shall be completed enclosed, siding applied and painted, if needed, and the immediate area of buildings landscaped.
- J. No lot owner's shore front shall devastate the property nor shall they cause pollution, hazards or debris to exist.
- K. The maintenance and care of all roads provided by the Grantor for the benefit of the Grantee in common with others shall be the responsibility of the Grantee in common with others having the use thereof.
- L. The foregoing restrictions are permanent restrictions (not conditions subsequent) and shall run with the land. Invalidation of any one provision by Court Decree or otherwise shall not affect any other provisions which shall remain in full force and effect.

The above described premises is also hereby conveyed subject to the reservation by Muriel E. Tancrel of an easement to construct, maintain and repair a domestic waste system leach field as described in her deed to L.A. Gray Co., dated February 24, 1994, and recorded in the Hancock County Registry of Deeds in Book 2235, Page 1.

Together with all of the Grantor's right, title and interests in and to the Haynes Point Road and the right of way extending from the property to Route 3.

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 Abigail L. Johnson, n/k/a Abigail J. Fessenden to Machias Savings Bank dated May 23, 2006, and recorded in the Hancock County Registry of Deeds in Book 4495, Page 1 (the "Mortgage"). The Grantor foreclosed the Mortgage by virtue of a Judgment of Foreclosure and Sale dated May 7, 2019 and entered by the Maine District Court, District Five, Location: Ellsworth, Hancock County, Maine, in the matter of Machias Savings Bank v. Abigail J. Fessenden et al. (Docket No. ELL-RE-2018-57), said judgment having been recorded in said Registry in Book 6955, Page 265. 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: The Ellsworth American.

Dates of Publication: January 2, 9, and 16, 2020.

Sale Date<sup>1</sup>: 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

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

\_\_\_\_\_  
<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).

## NOTICE OF PUBLIC SALE

14 M.R.S. § 6323

Notice is hereby given that in accordance with a Judgment of Foreclosure and Sale dated May 7, 2019, which judgment was entered on May 7, 2019 by the Maine District Court, District Five, Location: Ellsworth, Hancock County, Maine in the case of **Machias Savings Bank v. Abigail J. Fessenden et al.** Docket No. ELL-RE-2018-57, and wherein the Court adjudged a foreclosure of a Mortgage Deed granted by Abigail L. Johnson, n/k/a Abigail J. Fessenden, dated May 23, 2006, and recorded in the Hancock County Registry of Deeds in Book 4495, Page 1, the period of redemption from said judgment having expired, a public sale will be conducted on February 6, 2020, commencing at 10:00 a.m. at 33 Haynes Point Road, Trenton, Maine. The property to be sold is further described on the Town of Trenton Tax Maps at Map 11, Lot 12. 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 Trenton, 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](http://www.cmauctioncenter.com).

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

**Account:** 588                      **Name:** MACHIAS SAVINGS BANK

**Location:** 33 HAYNES POINT ROAD

**Map and Lot:** 011-012                      **Sale Date:** 06/03/2019

**Deed Reference:** B6955P265 06/03/2019                      **Sale Price:** \$0

<b>Land:</b>	33,900	<b>Total Acres:</b>	0.72
<b>Building:</b>	108,200	<b>Tree Growth:</b>	Soft : 0   Mixed : 0   Hard : 0
<b>Exempt</b>	20,000	<b>Farmland:</b>	
<b>Total:</b>	<u>122,100</u>	<b>Open Space:</b>	
	<b>Amount</b>	<b>Zoning:</b>	2 - RURAL
	20,000	<b>SFLA:</b>	1040

	<b>Amount</b>	<b>Mill Rate</b>
<b>Last Billed : 2019-1</b>	1,454.46	11.912
<b>Previous Billed : 2018-1</b>	1,327.78	10.760

Outstanding Taxes					
Year	Per Diem	Principal	Interest	Costs	Total
2019-1	0.3586	1,454.46	32.28	0.00	1,486.74
	0.3586	1,454.46	32.28	0.00	1,486.74
<b>2019-1 Period Due</b>					
	10/01/2019	1,454.46	32.28	0.00	<u>1,486.74</u>
					1,486.74

Information Given By: \_\_\_\_\_

Title: \_\_\_\_\_ 12/30/2019

Call for current amount due  
All calculations are as of: 12/30/2019

## DISCLOSURES RELATIVE TO PROPERTY

**Auction # R20-266**

**Location: 33 Haynes Point Road, Trenton, 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 _____
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Signature of Buyer _____	Date _____
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