

REAL ESTATE AUCTION R20-270A  
39 ELM STREET, HOULTON, ME



THURSDAY, SEPTEMBER 17TH @ 11:00 AM

39 ELM STREET, HOULTON, ME

PREVIEW: THURSDAY, SEPTEMBER 3RD @ 11-12:00 PM OR BY APPT.

034-01-171-000-000

± 0.18 ACRES

# **R20-270A Land / Residential**

39 Elm Street, Houlton, ME

034-01-171-000-000

± 0.18 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, SEPTEMBER 17TH @ 11:00 AM

Dear Prospective Bidder:

Machias Savings Bank and Central Maine Auction Center, in conjunction with Realty of Maine would like to announce auction R20-270A. The real estate at 39 Elm Street in Houlton, ME, consists of ±0.18 acres of residential land.

The above property is subject to a \$2,500 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.

## TERMS AND CONDITIONS OF SALE

September 17, 2020

With respect to the auction of real estate located at 39 Elm Street, Houlton, 22 Smyrna Street, Houlton, and 27 Smyrna Street, Houlton, more particularly described in that certain Deed in Lieu of Foreclosure dated May 19, 2020, executed by Gary D. Goodall and Luetta J. Goodall in favor of Machias Savings Bank, of record in Book 6020, Page 219, Aroostook South Registry of Deeds, Machias Savings Bank announces the following terms and conditions of sale:

1. The sale will be conducted by Central Maine Auction Center on behalf of Machias Savings Bank.

2. All prospective bidders must register with Central Maine Auction Center before the sale and tender a bid and sign the Terms and Conditions of Sale. All bidders will be required to submit a bid deposit of \$2,500.00 **for each property they intend to bid on**, in cash or certified funds before their bid be accepted. The deposit to bid is nonrefundable as to the highest bidder for each property. The bid deposit will be returned to all unsuccessful bidders at the conclusion of the auction.

3. The real estate consists of property located on 39 Elm Street, Houlton, 22 Smyrna Street, Houlton, and 27 Smyrna Street, Houlton.

4. Machias Savings Bank expressly reserves the right to:

- a. refuse to accept any and all bids;
- b. hold one or more recesses;
- c. amend or waive the terms of sale; and
- d. adjourn the sale one or more times.

5. Oral bids will be accepted as follows:

- a. beginning at 11:00 a.m. for 39 Elm Street, Houlton;
- b. beginning at 11:30 a.m. for 22 Smyrna Street, Houlton; and
- c. beginning at 12:00 p.m. for 27 Smyrna Street, Houlton.

6. The successful bidder for each property must sign a Purchase & Sale Agreement which will require a closing within 30 days of the public sale, at which time the remaining balance must be paid in full, payable in cash, certified funds, or a bank check.

7. No representations or warranties of any kind are made with respect to the any property, including, without limitation its condition or any use to which it may be put. Buyer acknowledges that each property is being sold on an "**AS IS**", "**WHERE IS**", "**WITH ALL DEFECTS**" basis, and any and all warranties, express, implied or otherwise, including without limitation, the warranties of habitability, merchantability, marketability and fitness for any purpose, shall be and hereby are disclaimed. No representation or warranty is made as to title to any property or any property's compliance with any federal, state or local land use laws, rules, regulations or ordinances, including, without limitation, any of the same pertaining to zoning, environmental law or hazardous waste. Seller and its agents and attorneys shall have no

responsibility or liability for loss of use of the assets, loss of income, loss of time, inconvenience, commercial loss and/or any incidental or consequential damage, loss or injury.

Buyer is not entitled to rely on any representations or warranties regarding any real property, and any such representations or warranties have not been authorized by Seller or its agents and attorneys, and Seller takes no responsibility for and shall not be liable as a result of such representations or warranties.

8. Each property is sold subject to all outstanding real estate taxes and leases whether or not of record and restrictions of record. Machias Savings Bank makes no representations regarding the condition of the premises or encumbrances.

9. Machias Savings Bank will convey each premises by a Quitclaim Deed without Covenant upon payment of the purchase price.

10. The risk of loss or damage to each premises by fire or otherwise is assumed by Seller until closing.

The undersigned acknowledges that he/she has read the foregoing terms of sale and fully understands them and agrees to be bound thereby. All representations and warranties having been disclaimed and any bid made by the undersigned is made without any reliance on any statement, action, or conduct of Machias Savings Bank or its agents or attorneys.

Dated:

\_\_\_\_\_  
Name

**PURCHASE AND SALE AGREEMENT – 39 ELM STREET**

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between **MACHIAS SAVINGS BANK** (hereinafter referred to as “Seller”), and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter referred to as “Buyer”).

1. Seller agrees to sell and Buyer agrees to buy certain lots or parcels of land located at 39 Elm Street, Houlton, Maine, which property is more fully described in that certain Deed in Lieu of Foreclosure dated May 19, 2020, executed by Gary D. Goodall and Luetta J. Goodall in favor of Machias Savings Bank, of record in Book 6020, Page 219, Aroostook South Registry of Deeds.

2. Buyer agrees to pay the sum of \$\_\_\_\_\_ as follows: **\$2,500.00** at the time of the execution of this agreement, **which sum is nonrefundable**, the receipt of which is hereby acknowledged by Seller, and the balance at the time of the closing in cash, certified or bank check. Should Buyer fail to make the payment of the balance due within 30 days from the date hereof, the deposit made by Buyer **shall be retained** by Seller.

3. The real property shall be conveyed to Buyer by a Quitclaim Deed without Covenant from Seller. The only condition to Buyer’s fulfillment of his/her obligations under this agreement is that on the closing date the Seller shall deliver said Quitclaim Deed without covenant. There shall be no contingencies or other circumstances that will relieve the Buyer of his/her obligations hereunder including, inter alia, his/her obligations to pay the full purchase price.

4. All real estate transfer taxes and sales taxes are the responsibility of the Buyer.

5. Any and all unpaid real estate taxes, assessments and/or sewer user fees are the responsibility of Buyer.

6. The risk of loss or damage to said premises by fire or otherwise is assumed by Seller until closing.

7. The real property may be occupied by third parties at the time of the public sale and closing, and the property is sold subject to any rights such third parties’ may have to continue in possession. No representations or warranties of any kind are made with respect to any leasehold interest in the real estate.

8. Time is of the essence to this Agreement.

9. The entire contract is embodied in this writing. **NO WARRANTIES** or any other representations are given. This writing is the final expression of the parties’ agreement and is a complete and exclusive statement of all terms of the agreement.

10. No representations or warranties of any kind are made with respect to the any property, including, without limitation its condition or any use to which it may be put. Buyer acknowledges that each property is being sold on an "AS IS", "WHERE IS", "WITH ALL DEFECTS" basis, and any and all warranties, express, implied or otherwise, including without limitation, the warranties of habitability, merchantability, marketability and fitness for any purpose, shall be and hereby are disclaimed. No representation or warranty is made as to title to any property or any property's compliance with any federal, state or local land use laws, rules, regulations or ordinances, including, without limitation, any of the same pertaining to zoning, environmental law or hazardous waste. Seller and its agents and attorneys shall have no responsibility or liability for loss of use of the assets, loss of income, loss of time, inconvenience, commercial loss and/or any incidental or consequential damage, loss or injury.

Buyer is encouraged to seek information from professionals regarding any specific issue or concern. Neither Seller nor its agents or its representatives make any warranties or representations regarding the condition, permitted use, value of, or any other warranty or representation regarding the real or personal property. All investigations were done by Buyer prior to the signing of this Agreement and were done by persons chosen and paid for by Buyer in Buyer's sole discretion. Buyer is relying completely upon Buyers' own opinion as to the property which is the subject of this Agreement.

11. The property is sold subject to all outstanding real estate taxes and leases whether or not of record and restrictions of record. Seller makes no representations regarding the condition of the premises or encumbrances.

12. If Buyer fails to pay the purchase price in full within the time set forth herein and/or fails to comply with any of the provisions of the Agreement, Seller, in addition to all other remedies allowed by law or equity, may retain the full deposit as damages. In addition, the property may be resold in any manner determined by the Seller, in its sole judgment and discretion, and to any party. Any deficiency, together with all expenses and costs of resale (including attorney's fees) will be paid by the defaulting Buyer. If the Buyer defaults under this Agreement, in addition to other remedies, the Seller shall have the right to assign the Buyer's rights under this Agreement to a third party.

13. This instrument, executed in duplicate originals, is to be construed under the laws of the State of Maine.

14. This Agreement may be canceled, modified, or amended only by a writing executed by the parties hereto or their legal representatives.

IN WITNESS WHEREOF, Sellers and Buyer have signed this Agreement in duplicate originals on the day and year first written above.

**MACHIAS SAVINGS BANK  
(SELLER)**

\_\_\_\_\_  
**WITNESS**

By: \_\_\_\_\_

\_\_\_\_\_  
**Its** \_\_\_\_\_

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_

**Buyer**  
Address:  
SS#:



**Valuation Report**

Map/Lot: 034-1-171-000-000  
 Location: 39 ELM ST

Account: 1345 Card: 1 of 1

Neighborhood 55 Neighborhood 55.

Zoning/Use Low Dens. Res.  
 Topography LevelRolling  
 Utilities All Public  
 Street Paved

**Sale Data**  
 Sale Date 06/22/2000  
 Sale Price 15,000  
 Sale Type Land & Buildings  
 Financing Conventional  
 Verified Public Record  
 Validity Distressed Sale

CLASSIFICATION. Residential  
 Reference 1 B3406P266  
 Reference 2  
 Tran/Land/Bldg 1 1 2  
 X Coordinate 0 Y Coordinate 0  
 Exemption(s) Land Schedule 6

**Land Description**

Units	Method - Description	Price/Unit	Total	Fctr	Influence	Value
0.18	Acres-Homesite (Fract)	8,000.00	4,800	100%		4,800
2.00	# -Public Lot Improv	850.00	1,700	100%		1,700
Total Acres 0.18			Land Total			6,500

**Dwelling Description**

**Replacement Cost New**

Conventional	Two Story	980 Sqft	Grade C 100	Base	112,199
Exterior	CLAPBOARD	Masonry Trim	None	Trim	0
Dwelling Units	2 OTHER Units-0	Roof Cover	Asphalt Shingles	Roof	0
					0
Foundation	Brick &/or Stone	Basement	Damp 1/2 Bmt	Basement	-7,066
Fin. Basement Area	None	Basement Gar	None	Fin Bsmt	0
Heating	100% Forced Warm	Cooling	0% None	Heat	0
Rooms	10				
Bedrooms	5	Add Fixtures	0		
Baths	2	Half Baths	0	Plumbing	3,296
Attic	None			Attic	0
FirePlaces	0			Fireplace	0
Insulation	Capped Only			Insulation	-1,009
Unfin. Living Area	NONE			Unfinished	0

**Dwelling Condition**

Built	Renovated	Kitchens	Baths	Condition	Layout	Total
1900	0	Typical	Typical	Average	Typical	107,420
Functional Obsolescence	Economic Obsolescence	Phys. %	Func. %	Econ. %	Value(Rcnld)	
None	None	62%	69%	95%	43,657	

**Outbuildings/Additions/Improvements**

Description	Year	Units	Grade	RCN	Cond	Phy	Func	Econ	Value Rcnld
Frame Bay Window	1900	24	C 100	1,063	Avq.	62%	69%	95%	432
Frame Bay Window	1900	24	C 100	1,063	Avq.	62%	69%	95%	432
Open Frame Porch	1900	18	C 100	381	Avq.	62%	100%	95%	224
2S Open Fr Porch	1900	208	C 100	5,510	Avq.	62%	100%	95%	3,245
2,008 SFLA		Field1				Outbuilding Total			4,333

**Acpt Land**

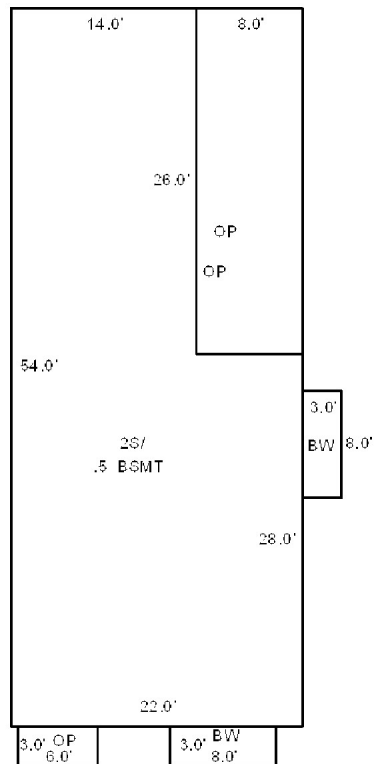
6,500

**Accepted Bldg**

48,000

**Total**

54,500



**RE Account 1345 Detail**  
**as of 08/27/2020**

Name: GOODALL,GARY D & LUETTA J  
Location: 39 ELM ST  
Acreage: 0.18 Map/Lot: 034-1-171-000-000  
Book Page: B3406P266

Land: 6,500  
Building: 48,000  
Exempt 0  

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Total: 54,500

2020-1 Period Due:  
1) 1,239.88

Ref1: B3406P266  
Mailing  
Address: 73 SMYRNA CENTER RD  
SMYRNA ME 04780

Year	Date	Reference	P	C	Principal	Interest	Costs	Total
2020-1	R				1,239.88	0.00	0.00	1,239.88
2019-1	L *				1,212.63	94.78	64.80	1,372.21
2018-1	L *				1,212.63	180.56	64.60	1,457.79
2017-1	L *				0.00	0.00	0.00	0.00
2016-1	L *				0.00	0.00	0.00	0.00
2015-1	L *				0.00	0.00	0.00	0.00
2014-1	L *				0.00	0.00	0.00	0.00
2013-1	R				0.00	0.00	0.00	0.00
2012-1	L *				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
2009-1	R				0.00	0.00	0.00	0.00
2008-1	R				0.00	0.00	0.00	0.00
2007-1	R				0.00	0.00	0.00	0.00
2006-1	R				0.00	0.00	0.00	0.00
2005-1	R				0.00	0.00	0.00	0.00
2004-1	R				0.00	0.00	0.00	0.00
2003-1	R				0.00	0.00	0.00	0.00
2002-1	R				0.00	0.00	0.00	0.00
Account Totals as of 08/27/2020					3,665.14	275.34	129.40	4,069.88

**Per Diem**

2019-1	0.2990
2018-1	0.2658
Total	0.5648

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

**DISCLOSURES RELATIVE TO PROPERTY**

**Auction # R20-270A**

**Location: 39 Elm Street, Houlton, 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 \_\_\_\_\_