

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