

REAL ESTATE AUCTION R20-276

125 WALLS FARM WAY, ELLSWORTH, ME



FRIDAY, NOVEMBER 13TH 2020 @ 1:00 PM

125 WALLS FARM WAY, ELLSWORTH, ME

PREVIEW: MONDAY, OCTOBER 26TH 2020 @ 1-2:00 PM OR BY APPT.

099-011-000-000

± 1.0 ACRES

R20-276 Land / Residential

125 Walls Farm Way, Ellsworth, ME

099-011-000-000

± 1.0 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

FRIDAY, NOVEMBER 13TH 2020 @ 1:00 PM

Dear Prospective Bidder:

Machias Savings Bank and Central Maine Auction Center, in conjunction with Realty of Maine would like to announce auction R20-276. The real estate at 125 Walls Farm Way in Ellsworth, ME, consists of ±1.0 acres of residential/waterfront land.

The above property is subject to a \$10,000 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 and Emily Tilton are 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-2019-36

MACHIAS SAVINGS BANK,)
)
 PLAINTIFF)
)
 v.)
)
 JOANNE R. IRVIN and SCOTT T. IRVIN,)
)
 DEFENDANTS)
)

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, Suite 3000; P.O. Box 5249, Augusta, Maine 04332-5249 ■ (207) 622-3747 ■ www.eatonpeabody.com ■ Attorneys for Machias Savings Bank

TERMS AND CONDITIONS OF PUBLIC SALE

Machias Savings Bank v. Joanne R. Irvin et al.
125 Walls Farm Way, Ellsworth, 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 Joanne R. Irvin and Scott T. Irvin, said Mortgage Deed having been foreclosed as described in the Judgment of Foreclosure and Sale dated June 15, 2020, and entered by the Maine District Court, District Five, Location: Ellsworth, Hancock County, Maine, in the matter of Machias Savings Bank v. Joanne R. Irvin et al. (Docket No. ELL-RE-2019-36).

1. The property to be sold includes the real estate, together with any improvements thereon, located generally at 125 Walls Farm Way, Ellsworth, Hancock County, Maine, more particularly described in the Mortgage Deed from Joanne R. Irvin and Scott T. Irvin to Machias Savings Bank dated October 3, 2013, and recorded in the Hancock County Registry of Deeds in Book 6124, Page 205 (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 November 13, 2020, at 1:00 p.m. at 125 Walls Farm Way, Ellsworth, 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 Ten Thousand Dollars (\$10,000.00) 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 Ten Thousand Dollars (\$10,000.00) as a nonrefundable deposit at the time of signing the Purchase and Sale Agreement. The balance of the purchase price payable by the successful bidder shall be paid in certified U.S. funds at the closing to be held on or before thirty (30) calendar days from the date of public sale as set forth in the Purchase and Sale Agreement.

7. 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 October 8, 15, and 22, 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, Washington County, 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 125 Walls Farm Way, Ellsworth, Hancock County, Maine, being more particularly described in a Mortgage Deed from Joanne R. Irvin and Scott T. Irvin to Machias Savings Bank dated October 3, 2013, and recorded in the Hancock County Registry of Deeds in Book 6124, Page 205, 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 Ten Thousand Dollars (\$10,000.00), 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	\$ 10,000.00	
[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 November 13, 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 November 13, 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 with 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 lots or parcels of land, together with any improvements thereon, located in Ellsworth, Hancock County, Maine, being more particularly described as follows, to wit:

LOT 1: Beginning at the southwesterly corner of the William Grindle lot, now Spearen; thence northerly along the westerly line of said lot to the northwest corner of said lot about one hundred fifty (150) feet; thence northwesterly to the shore of Pickerel Cove, so-called, about one hundred fifty (150) feet; thence southerly along the shore to the place of beginning about three hundred (300) feet, together with a right of way in common with others over the right of way located back of all camp lots about one hundred (100) feet from the shore of Branch Pond, and the right of way that runs through the yard of Walls Farm; said right of way through the yard of the Walls Farm granted herein, is to be used in common with others.

LOT 2: Beginning on the northwesterly line of Spearen lot where said lot joins the right of way on the west of said right of way; thence following said way seven (7) rods to a point; thence northwesterly one hundred thirty (130) feet to a point; thence westerly to the northwest corner of said Spearen lot on the shore of Pickerel Cove; thence along said Spearen line to place of beginning, together with a right of way in common with others over the right of way located back of all camp lots about one hundred (100) feet from the shore of Branch Pond and the right of way that runs through the yard of Walls Farm; said right of way through the yard of the Walls Farm, granted herein is to be used in common with others.

LOT 3: Beginning at an iron post on the shore of Pickerel Cove on Branch Lake at the southwest corner of the land of the grantees; thence in a northeasterly direction ninety feet, more or less, along line of the grantees to a granite post; thence in a westerly direction fifty feet, more or less, to an iron post; thence in a southwesterly direction ninety feet, more or less, along the line of the grantors to an iron post on the shore of Pickerel Cove on Branch Lake; thence along the shore of Pickerel Cove on Branch Lake, as aforesaid, fifty feet, more or less, to the place of beginning. Together with a right of way over the existing right of way in common with others.

Subject to all outstanding municipal fees, charges, encumbrances, and liens, whether or not of record in the Hancock County Registry of Deeds. Further subject to all real estate transfer taxes.

For Grantor's source of title, reference may be had to the Mortgage Deed granted by Joanne R. Irvin and Scott T. Irvin to Machias Savings Bank dated October 3, 2013, and recorded in the Hancock County Registry of Deeds in Book 6124, Page 205 (the "Mortgage"). The Grantor foreclosed the Mortgage by virtue of a Judgment of Foreclosure and Sale dated June 15, 2020 and entered by the Maine District Court, District Five, Location: Ellsworth, Hancock County, Maine, in

the matter of Machias Savings Bank v. Joanne R. Irvin et al. (Docket No. ELL-RE-2019-36), said judgment having been recorded in said Registry in Book OR 7042, Page 56. This deed is a conveyance of all right, title, and interest of the Grantor, and of all parties to said action, in and to the property described herein pursuant to 14 M.R.S. § 6323.

For purposes of compliance with 14 M.R.S. § 6323(1):

Newspaper in which publication occurred: Ellsworth American.

Dates of Publication: October 8, 15, and 22, 2020.

Sale Date¹: November 13, 2020.

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

WITNESS:

MACHIAS SAVINGS BANK

By _____

Wendy L. Schors
Its Vice President

State of Maine
Washington, ss.

November _____, 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

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).

NOTICE OF PUBLIC SALE
14 M.R.S. § 6323

Notice is hereby given that in accordance with a Judgment of Foreclosure and Sale dated June 15, 2020, which judgment was entered on June 15, 2020 by the Maine District Court, District Five, Location: Ellsworth, Hancock County, Maine in the case of **Machias Savings Bank v. Joanne R. Irvin et al.**, Docket No. ELL-RE-2019-36, and wherein the Court adjudged a foreclosure of a Mortgage Deed granted by Joanne R. Irvin and Scott T. Irvin dated October 3, 2013, and recorded in the Hancock County Registry of Deeds in Book 6124, Page 205, the period of redemption from said judgment having expired, a public sale will be conducted on November 13, 2020, commencing at 1:00 p.m. at 125 Walls Farm Way, Ellsworth, Maine. The property to be sold is further described on the City of Ellsworth Tax Maps at Map 99, Lot 11. Reference should be had to said Mortgage Deed for a more complete legal description of the property to be conveyed

TERMS OF SALE

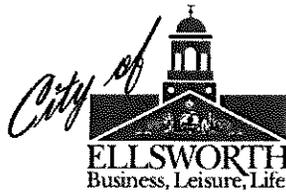
THE PROPERTY HEREINABOVE DESCRIBED IS BEING SOLD ON AN “AS IS” “WHERE IS” BASIS, WITHOUT ANY WARRANTY WHATSOEVER AS TO THE CONDITION, FITNESS, SIZE, OR LOCATION OF THE PROPERTY OR THE STATE OF TITLE TO THE PROPERTY.

The bidder to whom the property is sold must, at the time and place of sale, make a deposit of Ten Thousand Dollars (\$10,000.00) by cash or certified check payable to 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 City of Ellsworth, 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.

CITY OF ELLSWORTH

1 City Hall Plaza
Ellsworth, ME 04605-1942



Real Estate Tax Bill
7/1/2020 to 6/30/2021

Mill Rate Distribution		
Description	Percent	Rate
School	53.60%	\$10.06
County	2.40%	\$.45
Municipal	44.01%	\$8.26
Total	100.00%	\$18.77

Tax Rate Per \$1000: \$18.77

IRVIN JOANNE RENEE
IRVIN SCOTT TAYLOR
123 TRIPP ROAD
ELLINGTON, CT 06029

Tax Year: 2021
Bill Number: 00003848
Customer: 000002084
Parcel: 099-011-000-000
Book- Page: 6124/0203
Location: 125 WALLS FARM WAY
Acreage: 1.00

Owner of Property:
IRVIN JOANNE RENEE
IRVIN SCOTT TAYLOR

Current Billing Information	
Land Value	\$198,500
Building Value	\$134,100
Homestead Exempt.	(\$0)
Other Exemptions	(\$0)
Taxable Valuation	\$332,600
Total 2021 Tax	\$6,242.90
Less Paid to Date	(\$0.00)

First Half Due by 09/10/2020: \$3,121.45
Second Half Due by 03/11/2021: \$3,121.45
Interest At 6.00% Per Annum Charged Beginning 09/11/2020 and 03/12/2021

TOTAL DUE
\$6,242.90

IMPORTANT INFORMATION

Under State law, the ownership and valuation of all real estate and personal property subject to taxation will be fixed as of April 1st. For this tax bill, that date is April 1, 2020. If you have sold your real estate since April 1, 2020, it is your obligation to forward this bill to the current property owner.

WITHOUT STATE AID TO EDUCATION AND STATE REVENUE SHARING, YOUR TAX BILL WOULD HAVE BEEN 27.53% HIGHER, CURRENT OUTSTANDING BONDED INDEBTEDNESS: \$40,784,049; Real Estate Tax committed on August 1st, 2020.

For land/building value or exemption questions, contact the Assessing Office at: 207-667-8674
For payment and remittance questions, contact the Tax Office at: 207-669-6620

REMITTANCE INSTRUCTIONS

Please make checks or money orders in US funds payable to: **CITY OF ELLSWORTH**

Mail payments to:
CITY OF ELLSWORTH
C/O TAX OFFICE
1 CITY HALL PLAZA
ELLSWORTH, ME 04605-1942

Or Pay Online: www.ellsworthmaine.gov/taxbills

✂ Cut here and remit with payment ✂

CITY OF ELLSWORTH

1 City Hall Plaza
Ellsworth, ME 04605-1942

Tax Year: 2021
Bill Number: 00003848
Customer: 000002084
Parcel: 099-011-000-000
Location: 125 WALLS FARM WAY

Owner of Property:
IRVIN JOANNE RENEE
IRVIN SCOTT TAYLOR

Real Estate Tax Bill

This is the 2nd installment of your tax bill

INTEREST AT 6.00% CHARGED BEGINNING 03/12/2021

Due	Amount Due
03/11/2021	\$3,121.45

Amount Paid \$ _____

00002082021400003848900003121456

✂ Cut here and remit with payment ✂

CITY OF ELLSWORTH

1 City Hall Plaza
Ellsworth, ME 04605-1942

Tax Year: 2021
Bill Number: 00003848
Customer: 000002084
Parcel: 099-011-000-000
Location: 125 WALLS FARM WAY

Owner of Property:
IRVIN JOANNE RENEE
IRVIN SCOTT TAYLOR

Real Estate Tax Bill

This is the 1st installment of your tax bill

INTEREST AT 6.00% CHARGED BEGINNING 09/11/2020

Due	Amount Due
09/10/2020	\$3,121.45

Amount Paid \$ _____

00002082021400003848900003121456

CURRENT OWNER		TOPO	UTILITIES	ROAD	LOCATION	CURRENT ASSESSMENT				Bldg # 1 Sec # 1 of 1 Card # 1 of 1 Vision ID 2761		
IRVIN JOANNE RENEE IRVIN SCOTT TAYLOR 123 TRIPP ROAD ELLINGTON CT 06029		4	Rolling	3	Unpaved	7	Waterfront	Description	Code		Appraised	Assessed
								RESIDNTL	1013		134,100	134,100
								RES LAND	1013		198,500	198,500
SUPPLEMENTAL DATA						Total		332,600	332,600			
Alt Prcl ID 099011000000		FEMA LO 0		TIF base 0		HISTORIC NO: survey UNSURE		Current Us		GIS ID 099011000000		
List Price		List Date		CEMETER		FARMLAN		TG NEXT		Assoc Pid#		

RECORD OF OWNERSHIP		BOOK	PAGE	SALE DATE	Q/U	V/I	SALE PRICE	VC	PREVIOUS ASSESSMENTS (HISTORY)								
IRVIN JOANNE RENEE		6124	0203	10-03-2013	U	V	250,000	1A	Year	Code	Assessed	Year	Code	Assessed V	Year	Code	Assessed
IRVIN JAMES F		6115	0159	09-18-2013	U	V	0	1E	2021	1013	134,100	2021	1013	132,900	2021	1013	132,900
IRVIN JAMES F		1582	0484		U	V	0	1		1013	198,500		1013	198,500		1013	198,500
IRVIN JAMES F		1582	0484				0										
Total									332600		Total		331400		Total		331400

EXEMPTIONS			
Year	Code	Description	Amount
Total			0.00
ASSESSING NEIGHBORHOOD			
Nbhd	Sub	GIS_REGION	Pocket NBH
0001	WBR	W	SSAN

City of Ellsworth
ASSESSING OFFICE
 assessing@ellsworthmaine.gov
 1 City Hall Plaza
 Ellsworth ME 04605
 (207) 667-8674

SUMMARY	
Building Value	134,100
Land Value	198,500
LAND & BUILDING Value	332,600
Exempt Value (reduction)	0
NET TAXABLE Value	332,600

GRAY IA
OPEN LAKE VIEW

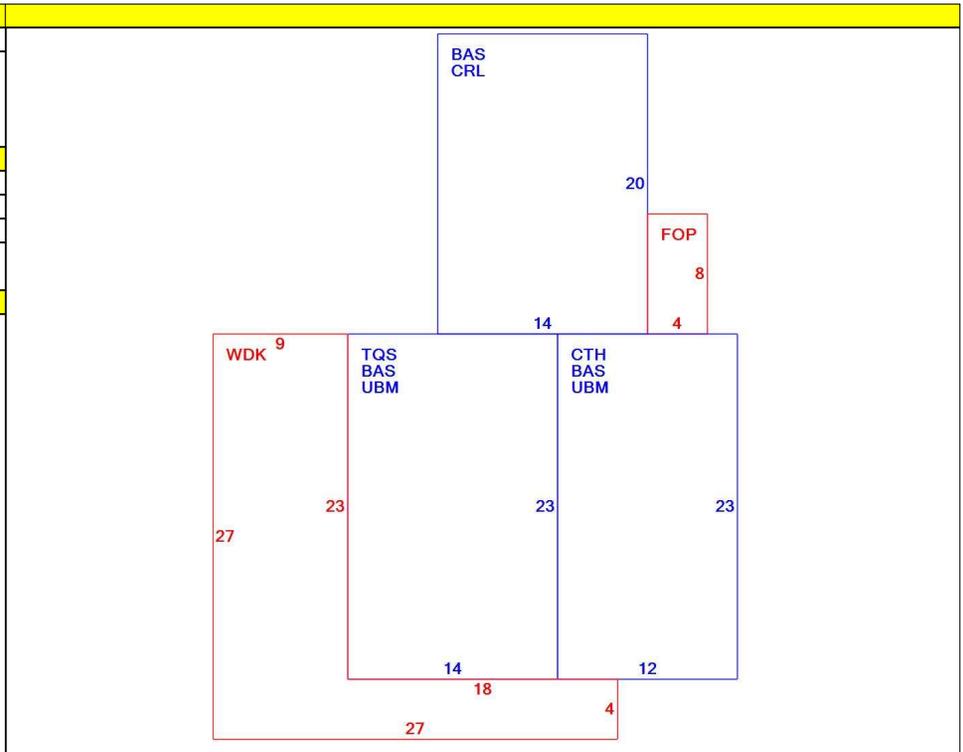
BUILDING PERMIT RECORD										ENTRY					
Permit Id	Issue Date	Type	Description	Cost	Insp Date	% Comp	Date Comp	Comments		Date	Id	Type	Is	Cd	Purpost/Result
										07-16-2012	LG	6	1	P2	ANNUAL UPDATE W/CHA
										08-14-2006	PH			16	Field Review
										05-10-2006	PR			15	Sales Review
										08-03-2005	SF			00	Measur+Listed

LAND SECTION																
B	Use Code	Description	Zone	Land T	Land Units	Unit Price	Size Adj	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes	Location Adjustment	SPCL_U	Land Value	
1	1013	Single Fam Wate	EDP		43,560	SF	0.76	5.00000	9	1.00	50	1.000		0	169,900	
1	1013	Single Fam Wate	EDP		260	WF	110	1.00000	0	1.00		BRANCH	317	0	28,600	

Total Land Area 1.0000 AC

CONSTRUCTION DETAIL			CONSTRUCTION DETAIL (CONTINUED)		
Element	Cd	Description	Element	Cd	Description
Style:	04	Cape			
Model:	01	Residential			
Grade:	03	Average			
Stories:	1.75				
Occupancy	1				
Exterior Wall 1	14	Wood Shingle			
Exterior Wall 2					
Roof Structure:	05	Salt Box			
Roof Cover	03	Asph/F GlS/Cmp			
Interior Wall 1	07	Knotty Pine			
Interior Wall 2					
Interior Flr 1	14	Carpet			
Interior Flr 2					
Heat Fuel	01	Wood or None			
Heat Type:	01	None			
AC Type:	01	None			
Total Bedrooms	01	1 Bedroom			
Total Bthrms:	1				
Total Half Baths	0				
Total Xtra Fixtrs					
Total Rooms:	2				
Bath Style:	02	Average			
Kitchen Style:	02	Average			
3/4 baths					

CONDO DATA			
Parcel Id		C	OWne
			B S
Adjust Type	Code	Description	Factor%
Condo Flr			
Condo Unit			
COST / MARKET VALUATION			
Building Value New		133,346	
Year Built		2005	
Effective Year Built			
Depreciation Code		A	
Remodel Rating			
Year Remodeled			
Depreciation %		1	
Functional Obsol			
External Obsol			
Trend Factor		1	
Condition			
Condition %			
Percent Good		99	
Cns Sect Rcld		132,000	
Dep % Ovr			
Dep Ovr Comment			
Misc Imp Ovr			
Misc Imp Ovr Comment			
Cost to Cure Ovr			
Cost to Cure Ovr Comment			



OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)

Code	Descript	Sub	Sub Ty	L/B	Units	Unit Pric	Yr Bilt	Cond. C	% Gd	Grade	Grade A	Appr. V
SHD1	SHED F			L	192	8.00	2006	A	50		0.00	800
SHD1	SHED F			L	192	8.00	2006	A	50		0.00	800
HRT	hearth			B	1	500.00	2005	00	99		0.00	500

BUILDING SUB-AREA SUMMARY SECTION

Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value
BAS	First Floor	878	878		91.61	80,434
CRL	Crawl Space	0	280		11.12	3,115
CTH	Cathedral Ceiling	0	276		22.90	6,321
FOP	Open Porch	0	32		17.18	550
TQS	Three Quarter Story	242	322		62.31	20,063
UBM	Basement, Unfinished	0	598		20.22	12,093
WDK	Wood Deck	0	315		18.32	5,771
Ttl Gross Liv / Lease Area		1,120	2,701			128,347



Property Details

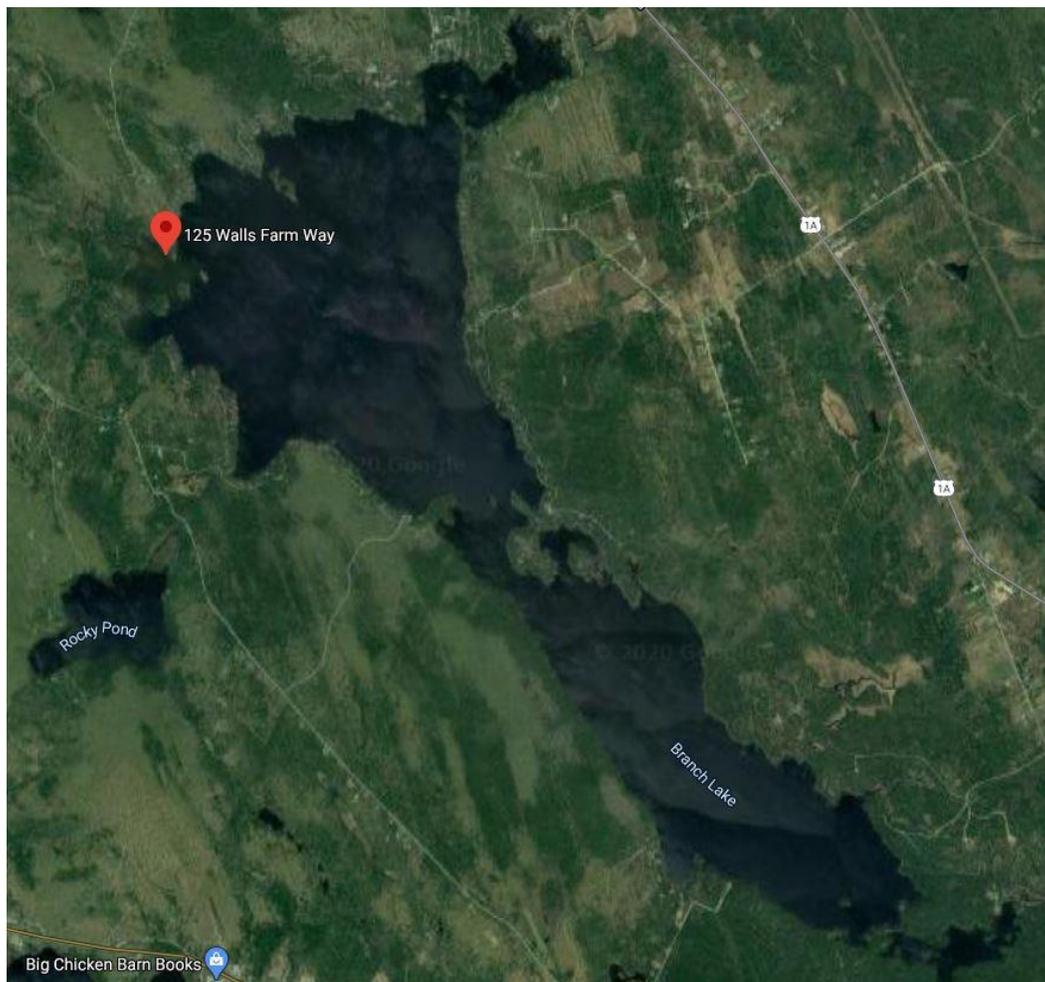
Number of records found: **1**

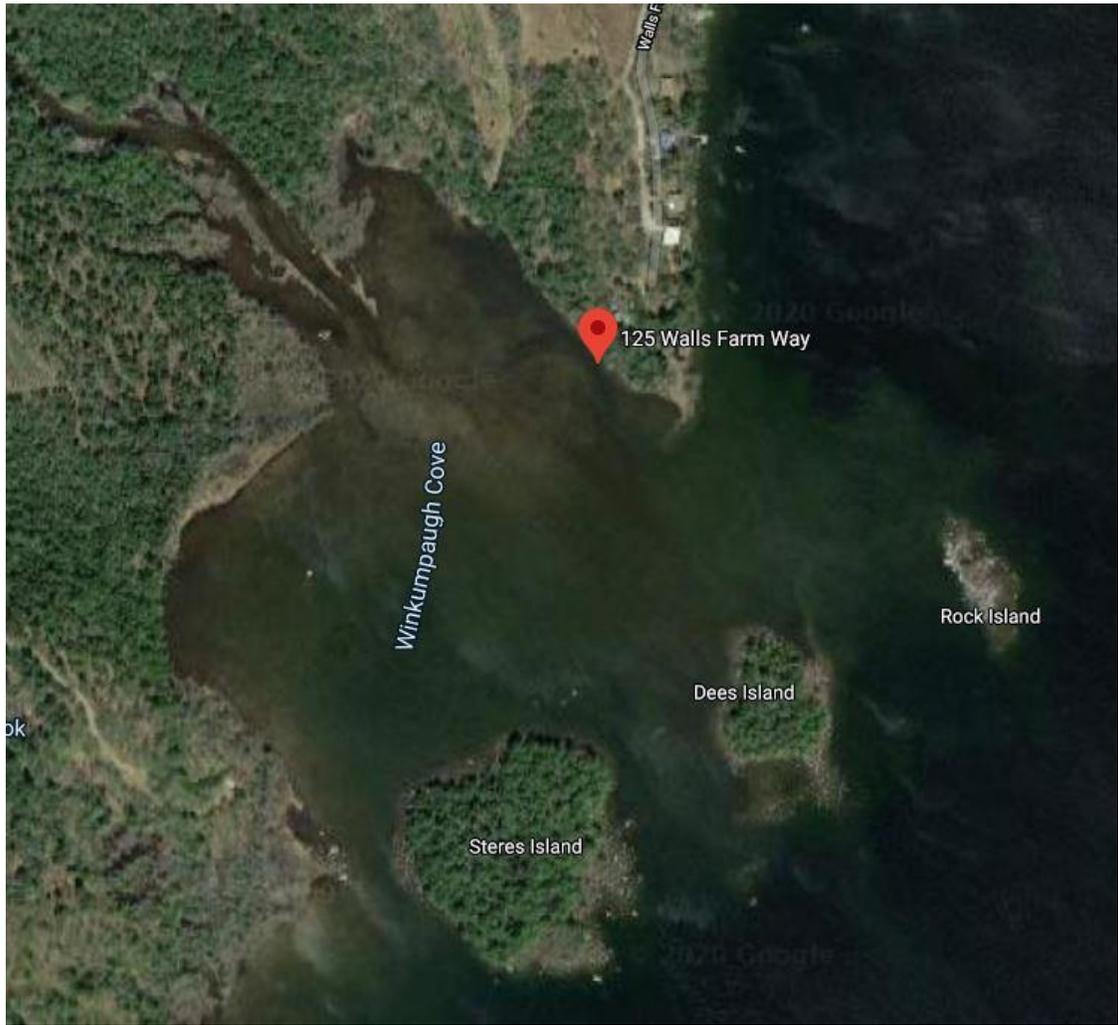
One record is displayed for each address found at the selected property. Multiple addresses may occur in the case of condominiums.

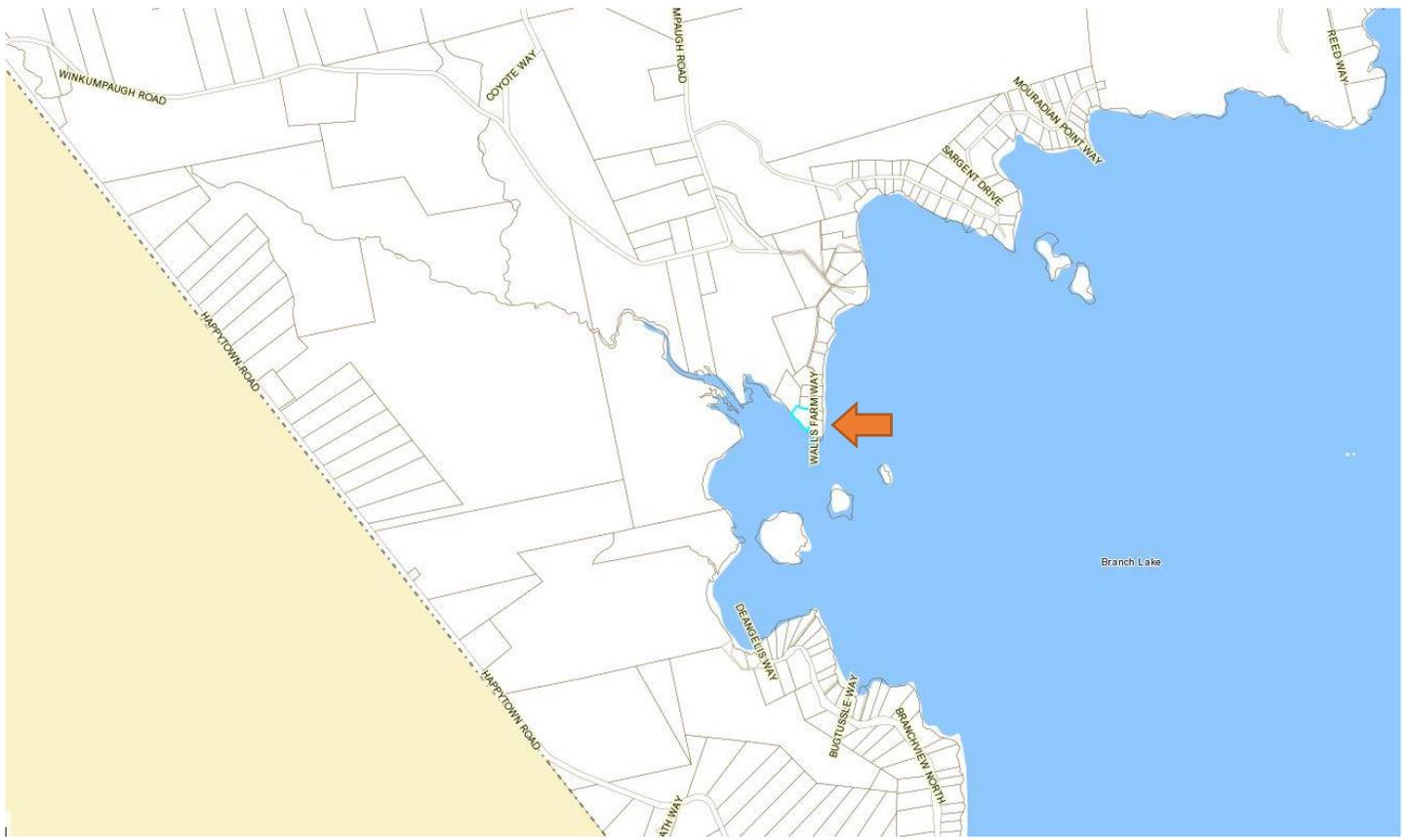
125 WALLS FARM WAY
ID: 099011000000

[Property Card](#)
[PDF Property Card](#)

PARCEL ID: 099011000000	ACCOUNT NUMBER: I0131R
LOCATION: 125 WALLS FARM WAY	LAND AREA: 1
LAST SALE DATE: 2013-10-03	OWNER: IRVIN JOANNE RENEE
CO-OWNER: IRVIN SCOTT TAYLOR	MAILING ADDRESS LINE 1: 123 TRIPP ROAD
MAILING ADDRESS LINE 3:	MAILING ADDRESS CITY: ELLINGTON
MAILING ADDRESS STATE: CT	MAILING ADDRESS ZIP: 06029
MAILING ADDRESS COUNTRY:	ROOF STRUCTURE: Salt Box
ROOF COVERING: Asph/F Gls/Cmp	HEAT TYPE: None
HEAT FUEL: Wood or None	BUILDING STYLE: Cape
LANDUSE CODE: 1013	LANDUSE DESCRIPTION: Single Fam Waterfront
NEIGHBORHOOD: 50	MAILING ADDRESS LINE 2:
BOOK / PAGE: 6124/ 203	LAST SALE VALUE: 250000
APPROXIMATE YEAR BUILT: 2005	NUMBER OF STORIES:
NUMBER OF ROOMS: 2	NUMBER OF BEDROOMS: 1
NUMBER FULL BATHS: 1	NUMBER OF HALF BATHS:
BUILDING AREA EFFECTIVE: 1401	BUILDING AREA GROSS: 2701







DISCLOSURES RELATIVE TO PROPERTY

Auction # R20-276

Location: 125 Walls Farm Way, Ellsworth, 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>
-------------------------	----------------------

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 _____



Dept. of Professional & Financial Regulation
Office of Professional & Occupational Regulation
MAINE REAL ESTATE COMMISSION

35 State House Station Augusta ME 04333-0035



REAL ESTATE BROKERAGE RELATIONSHIPS FORM

Right Now You Are A Customer

Are you interested in buying or selling residential real estate in Maine? Before you begin working with a real estate licensee it is important for you to understand that Maine Law provides for different levels of brokerage service to buyers and sellers. You should decide whether you want to be represented in a transaction (as a client) or not (as a customer). To assist you in deciding which option is in your best interest, please review the following information about real estate brokerage relationships:

Maine law requires all real estate brokerage companies and their affiliated licensees ("licensee") to perform certain basic duties when dealing with a buyer or seller. You can expect a real estate licensee you deal with to provide the following **customer-level services**:

- ✓ To disclose all material defects pertaining to the physical condition of the real estate that are known by the licensee;
- ✓ To treat both the buyer and seller honestly and not knowingly give false information;
- ✓ To account for all money and property received from or on behalf of the buyer or seller; and
- ✓ To comply with all state and federal laws related to real estate brokerage activity.

Until you enter into a written brokerage agreement with the licensee for client-level representation you are considered a "customer" and the licensee is not your agent. **As a customer, you should not expect the licensee to promote your best interest, or to keep any information you give to the licensee confidential, including your bargaining position.**

You May Become A Client

If you want a licensee to represent you, you will need to enter into a written listing agreement or a written buyer representation agreement. These agreements **create a client-agent relationship** between you and the licensee. As a client you can expect the licensee to provide the following services, **in addition to** the basic services required of all licensees listed above:

- ✓ To perform the terms of the written agreement with skill and care;
- ✓ To promote your best interests;
 - For seller clients this means the agent will put the seller's interests first and negotiate the best price and terms for the seller;
 - For buyer clients this means the agent will put the buyer's interests first and negotiate for the best prices and terms for the buyer; and
- ✓ To maintain the confidentiality of specific client information, including bargaining information.

COMPANY POLICY ON CLIENT-LEVEL SERVICES - WHAT YOU NEED TO KNOW

The real estate brokerage company's policy on client-level services determines which of the three types of agent-client relationships permitted in Maine may be offered to you. The agent-client relationships permitted in Maine are as follows:

- ✓ The company and all of its affiliated licensees represent you as a client (called "**single agency**");
- ✓ The company appoints, with your written consent, one or more of the affiliated licensees to represent you as an agent(s) (called "**appointed agency**");
- ✓ The company may offer limited agent level services as a **disclosed dual agent**.

WHAT IS A DISCLOSED DUAL AGENT?

In certain situations a licensee may act as an agent for and represent both the buyer and the seller in the same transaction. This is called **disclosed dual agency**. *Both the buyer and the seller must consent to this type of representation in writing.*

Working with a dual agent is not the same as having your own exclusive agent as a single or appointed agent. For instance, when representing both a buyer and a seller, the dual agent must not disclose to one party any confidential information obtained from the other party.

Remember!
Unless you enter into a written agreement for agency representation, you are a customer—not a client.

THIS IS NOT A CONTRACT

It is important for you to know that this form is not a contract. The licensee's completion of the statement below acknowledges that you have been given the information required by Maine law regarding brokerage relationships so that you may make an informed decision as to the relationship you wish to establish with the licensee/company.

To Be Completed By Licensee

This form was presented on (date) November 13, 2020

To _____
Name of Buyer(s) or Seller(s)

by Emily Tilton, Associate Broker
Licensee's Name

on behalf of Realty of Maine
Company/Agency

MREC Form#3 Revised 07/2006
Office Title Changed 09/2011

To check on the license status of the real estate brokerage company or affiliated licensee go to www.maine.gov/professionallicensing. Inactive licensees may not practice real estate brokerage.