



# PROPERTY INFORMATION PACKAGE

## SINGLE FAMILY HOME 7A & 11 Roberts Street, Caribou, ME

**Property Location:** 7A & 11 Roberts Street, Caribou, ME

**Property Number:** R21-293

**Preview Time:** Monday, October 4<sup>th</sup> 2021 @ 12:00 – 1:00 pm

**Live Bidding Time:** Thursday, October 14<sup>th</sup> 2021 @ 12:00 pm

**Live Bidding Location:** On-Site

**Acreage:** 7A ± 0.19    11 ± 0.20

**Map/Lot:** 7A    031-265    11    031-264

**Book/Page:** 7A    4574-181    11    4780-81

Central Maine Auction Center    44 Concord Drive, Hermon, ME 04401    PH. (207) 848-7027

EMILY TILTON    PH. (207) 735-8782    EMILY@CMAUCTIONCENTER.COM

**WWW.CMAUCTIONCENTER.COM**



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) September 30, 2021  
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](http://www.maine.gov/professionallicensing).  
Inactive licensees may not practice real estate brokerage.

**CENTRAL MAINE AUCTION CENTER**

44 CONCORD DRIVE, HERMON, MAINE 04401

(207) 848-7027 • CMAUCTIONCENTER.COM

**NOTICE: ATTENTION ALL PROSPECTIVE BIDDERS**

*CENTRAL MAINE AUCTION CENTER IS ACTING SOLEY AS AGENT FOR THE SELLER*

Dear Prospective Bidder:

Machias Savings Bank and Central Maine Auction Center, in conjunction with Realty of Maine would like to announce auction R21-293 consisting of real estate at 7A & 11 Roberts Street, Pembroke, ME. The above property is subject to a \$5,000.00 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 in as is-where is condition, subject to all outstanding municipal assessments.

All information contained in this document and/or any advertising and marketing material was obtained from sources deemed to be reliable. However, Central Maine Auction Center and the seller of this property and/or its agents make no warranties as to the accuracy, truthfulness and completeness of this information. Machias Savings Bank, Central Maine Auction Center and Realty of Maine make no warranties of any kind regarding its title to the property, physical condition, location, value, 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 directly.

**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  
AROOSTOOK, ss.

SUPERIOR COURT  
Docket No. CARSC-RE-2021-01

MACHIAS SAVINGS BANK,	)
	)
PLAINTIFF	)
	)
v.	)
	)
KEVIN L. HOLMES,	)
	)
DEFENDANT and	)
	)
ALBERT FARMS, INC.,	)
	)
PARTY IN INTEREST	)
	)

\*\*\***DISCLAIMER**\*\*\*

Machias Savings Bank and Central Maine Auction Company have provided the information contained in this bid package to persons interested in bidding for the property described herein. Each believes the information contained herein to be accurate and complete. ***However, neither Machias Savings Bank nor Central Maine Auction Company, nor their respective agents, employees or attorneys, make any warranties of any kind as to the accuracy or completeness of the information contained herein.*** Interested bidders are urged to make such an independent investigation as to each of those matters to which an ordinary and prudent buyer would inquire.

Central Maine Auction Center, 44 Concord Drive, Hermon, Maine 04401 ■ (207) 848-7027 ■ [www.cmauctioncenter.com](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, Suite 3000; P.O. Box 5249, Augusta, Maine 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. Kevin J. Holmes et al.

7 (formerly 7A) and 11 Roberts Street, Caribou, Aroostook County, Maine

The following are the terms and conditions of the public sale of the real property subject to a mortgage granted to Machias Savings Bank by Kevin J. Holmes and Jocelyn C. Holmes said mortgage having been foreclosed as described in the Judgment of Foreclosure and Sale dated May 17, 2021, and entered by the Superior Court for Aroostook County, Caribou, Maine, in the matter of Machias Savings Bank v. Kevin J. Holmes et al. (Docket No. CARSC-RE-2021-01):

1. The property to be sold includes the real estate, together with any improvements thereon, located generally at 7 (formerly 7A) and 11 Roberts Street in Caribou, Aroostook County, Maine, more particularly described in the Mortgage Deed from Kevin J. Holmes and Jocelyn C. Holmes to Machias Savings Bank dated August 4, 2006, and recorded in the Southern Aroostook County Registry of Deeds in Book 4320, Page 202 (the "Property"). Further reference is made to the Partial Release Deed dated May 6, 2008, and recorded in said Registry of Deeds in Book 4574, Page 177. 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 October 14, 2021, at 12:00 p.m. at 11 Roberts Street in Caribou, 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. 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. 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 OR ITS 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, Machias Savings Bank 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 Aroostook Republican on September 8, 15, and 22, 2021, 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, Seller hereby agrees to sell to Purchaser, and Purchaser hereby agrees to purchase from Seller the real estate, together with any improvements thereon, located generally at 7 (formerly 7A) and 11 Roberts Street, Caribou, Aroostook County, Maine, being more particularly described in a Mortgage Deed from Kevin J. Holmes and Jocelyn C. Holmes to Machias Savings Bank dated August 4, 2006, and recorded in the Southern Aroostook County Registry of Deeds in Book 4320, Page 202, the legal description therein being incorporated herein by reference (the "Property"). Reference is also made to the Partial Release Deed dated May 6, 2008, and recorded in said Registry of Deeds in Book 4574, Page 177.

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. purchaser is an individual, corporate entity, or trustee)

Notwithstanding the foregoing, Purchaser expressly acknowledges and agrees that Purchaser shall be responsible for confirming the form of tenancy set forth in the deed of conveyance and that Seller shall have no responsibility or liability therefor.

6. Residential Real Property Disclosures: 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: Purchaser acknowledges that there are or may be items of personal property situated on or in the Property, and that Seller is not conveying any interest in such personal property to Purchaser. Purchaser further acknowledges that Seller has made and will make no representations as to the legal character of specific property as real or personal in nature. 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 Purchaser fails to fulfill any of Purchaser's obligations hereunder, including failure to tender the deposits as required hereunder, then Seller shall retain Purchaser's said deposits, and may, at Seller's option, pursue any remedies at law or equity, including specific performance.

9. Encumbrances, Liens and Assessments; Taxes: 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 Seller's share of such taxes (36 M.R.S. §§ 4641 et seq.), as applicable, shall be paid by 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 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: Purchaser acknowledges that Purchaser has not relied upon any oral or written representation of the Seller, or any of Seller's employees, agents, or attorneys. 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: Purchaser agrees that in any dispute or action arising out of this Agreement, or the matters described herein, the damages to which Purchaser may be due at any time and as against Seller for any reason shall be specifically limited to the amount of 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: Purchaser agrees that in the event of any dispute as between Purchaser and Seller and relating to the subject matter of this Agreement, or the property hereby contemplated to be transferred by Seller to Purchaser, such dispute shall (unless 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: Purchaser agrees that in any dispute or controversy with 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 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. Seller may further elect to submit less than all disputes or controversies as between Purchaser and Seller to binding arbitration. Nothing herein shall be construed as limiting the rights or remedies of Seller pursuant to this Agreement or any document or agreement as between Purchaser and Seller and at any time, whether or not 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 Purchaser may not assign this Agreement to any party without Seller's written consent. Purchaser's obligations and liability to 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 October 14, 2021.

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 Seller and Purchaser. This Agreement shall be governed by Maine law. For purposes hereof, the date of this Agreement is October 14, 2021.

20. Time for Performance: TIME IS OF THE ESSENCE. Should Purchaser default in any obligation under this Agreement, Purchaser agrees to indemnify and hold 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 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  
\_\_\_\_\_  
Social Security Number/Tax Identification Number

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Purchaser  
\_\_\_\_\_  
Social Security Number/Tax Identification Number

\_\_\_\_\_  
Date

CENTRAL MAINE AUCTION COMPANY

\_\_\_\_\_

By \_\_\_\_\_  
\_\_\_\_\_  
Date

## **RELEASE DEED**

DLN # \_\_\_\_\_

**MACHIAS SAVINGS BANK**, a Maine banking corporation having a place of business in Machias, Southern Aroostook 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 two certain lots or parcels of land with the buildings thereon, situate in that part of Caribou formerly "H" Township, to wit:

First Parcel: A part of Lot No. 8, viz: Commencing at the southeast corner of land conveyed by Freeland and Mabel E. Jones to William H. Theriault in the middle of the County Road leading from Caribou to Presque Isle; thence westerly on the south line of said Theriault's land to southwest corner thereof; thence southerly along the east line of land conveyed by Isaiah H. Nickerson to Zippie A. Hodgkins by deed dated March 18, 1881, and recorded in the Aroostook Registry of Deeds in Book 71, Page 521, seven (7) rods to center of a three (3) rod street running westerly from said County Road; thence easterly on said road to center of said County Road: thence northerly on said County Road six and one-half (6½) rods to place begun at; excepting from said described premises a part thereof conveyed by Ivan H. Johnson to Maine Free Baptist Association by his Warranty Deed dated April 26, 1893, and recorded in said Registry in Book 133, Page 222.

Second Parcel: Commencing at the northeast corner of George F. Carsley's home lot and running from thence easterly and parallel to the original lot line, 4 rods to stake and stones; thence South 26° 15' West 6 rods to the line of new laid street; thence westerly parallel with the first line 4 rods to stake and stones; thence North 26° 15' East six (6) rods to place of beginning, and containing 24 square rods.

Excepting and reserving from the above-described property, that parcel of land deeded by Lajoie to Patrick O. Soucy by Warranty Deed dated November 26, 1946, and recorded in said Registry of Deeds in Book 577, Page 406.

Excepting and reserving the parcel of land described in the Partial Release Deed dated May 6, 2008, and recorded in the Southern Aroostook County Registry of Deeds in Book 4574, Page 177.

Jocelyn C. Holmes conveyed her interest in the above-described property to Kevin J. Holmes by Quitclaim Deed dated December 14, 2009, and recorded in the Southern Aroostook County Registry of Deeds in Book 4780, Page 81.

Subject to all outstanding municipal fees, charges, encumbrances, and liens, whether or not of record in the Southern Aroostook 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 granted by Kevin J. Holmes and Jocelyn C. Holmes to Machias Savings Bank dated August 4, 2006, and recorded in the Southern Aroostook County Registry of Deeds in Book 4320, Page 202 (the "Mortgage"). The Grantor foreclosed the Mortgage by virtue of a Judgment of Foreclosure and Sale dated May 17, 2021 and entered by the Superior Court for Aroostook County, Caribou, Maine, in the matter of Machias Savings Bank v. Kevin J. Holmes et al. (Docket No. CARSC-RE-2021-01), said judgment having been recorded in said Registry in Book \_\_\_\_, Page \_\_\_\_\_. 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: Machias Valley News Observer.  
Dates of Publication: September 8, 15, and 22, 2021.  
Sale Date<sup>1</sup>: October 14, 2021.

IN WITNESS WHEREOF, Machias Savings Bank has caused this instrument to be signed by its undersigned officer, duly authorized, this \_\_\_\_\_ day of September, 2021.

WITNESS:

**MACHIAS SAVINGS BANK**

\_\_\_\_\_

By \_\_\_\_\_  
Wendy L. Schors  
Its Vice President

State of Maine  
Southern Aroostook, ss.

September \_\_\_, 2021

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 17, 2021 which judgment was entered on May 17, 2021, by the Superior Court for Aroostook County, Caribou, Maine, in an action brought by **Machias Savings Bank** against **Kevin J. Holmes et al.**, Docket No. CARSC-RE-2021-01, and wherein the Court adjudged a foreclosure of a Mortgage Deed granted by Kevin J. Holmes and Jocelyn C. Holmes dated August 4, 2006, and recorded in the Southern Aroostook County Registry of Deeds in Book 4320, Page 202, the period of redemption from said judgment having expired, all of the following described property will be sold at a public sale at 12:00 p.m. on October 14, 2021, at 11 Roberts Street in Caribou, Maine. The property to be sold is located at 7 (formerly 7A) and 11 Roberts Street and is further described on the City of Caribou Tax Maps at Map 31, Lots 264 and 265, together with and subject to the rights, covenants, easements, and encumbrances affecting the property. Reference should be had to said mortgage deed for a more complete legal description of the property to be conveyed as well as the Partial Release Deed dated May 6, 2008, and recorded in the Southern Aroostook County Registry of Deeds in Book 4574, Page 177.

### **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, 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 Caribou, 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 mortgagor 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).



# City of Caribou, Maine

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**Last Updated 08/23/2021**

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**Map/Lot** 031-265  
**Book** 4574  
**Page** 181  
**Account** 3280  
**Location** 7 ROBERTS STREET  
**Owner** HOLMES, KEVIN L  
 11 ROBERTS STREET  
 CARIBOU ME 04736

## Assessment

<b>Land</b>	8,700
<b>Building</b>	0
<b>Taxable</b>	8,700

## Property Information

<b>Type</b>	Residential
<b>Acreage</b>	0.19
<b>Zone</b>	Residential
<b>Neighborhood</b>	38

## Land

Description	Type	Units	Value
Baselot (Fractional)	Fractional Acreage	0.19	8,718
		0.19	8,700

## Tax Detail as of 08/23/2021

Year	Mil Rate	Original	Remaining
2021	23.55	204.89	204.89
2020	23.55	204.89	281.66
2019	24.55	213.59	312.30
2018	23.7	206.19	0.00
2017	23.9	207.93	0.00
2016	22.9	199.23	0.00
2015	22.46	195.40	0.00
2014	22.3	194.01	0.00
2013	20.5	178.35	0.00

2012	19.3	167.91	0.00
		1,972.39	798.85

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Residential

<b>Acreage</b>	0.20
<b>Zone</b>	Residential
<b>Neighborhood</b>	38
<b>Street Type</b>	Paved
<b>Topography</b>	Rolling
<b>Utilities</b>	Public Water
<b>Utilities</b>	Public Sewer

**Land**

<b>Description</b>	<b>Type</b>	<b>Units</b>	<b>Value</b>
House Lot (Fractional)	Fractional Acreage	0.20	8,944
Lot Improvements	Acres	1.00	4,000
		0.20	12,900

**Building**

<b>Type</b>	Conventional
<b>Value</b>	33,879
<b>Year Built</b>	1880
<b>Area</b>	1998
<b>Full Baths</b>	2
<b>Type</b>	Open Frame Porch
<b>Area</b>	77
<b>Type</b>	Concrete Slab
<b>Area</b>	252

**Tax Detail as of 08/23/2021**

<b>Year</b>	<b>Mil Rate</b>	<b>Original</b>	<b>Remaining</b>
2021	23.55	1,128.05	1,128.05
2020	23.55	1,128.05	1,271.90
2019	24.55	1,175.95	1,441.39
2018	23.7	1,135.23	0.00
2017	23.9	1,144.81	0.00
2016	22.9	1,096.91	0.00
2015	22.46	1,075.83	0.00
2014	22.3	1,068.17	0.00
2013	20.5	981.95	0.00
2012	19.3	924.47	0.00
		10,859.42	3,841.34

**Sale History**

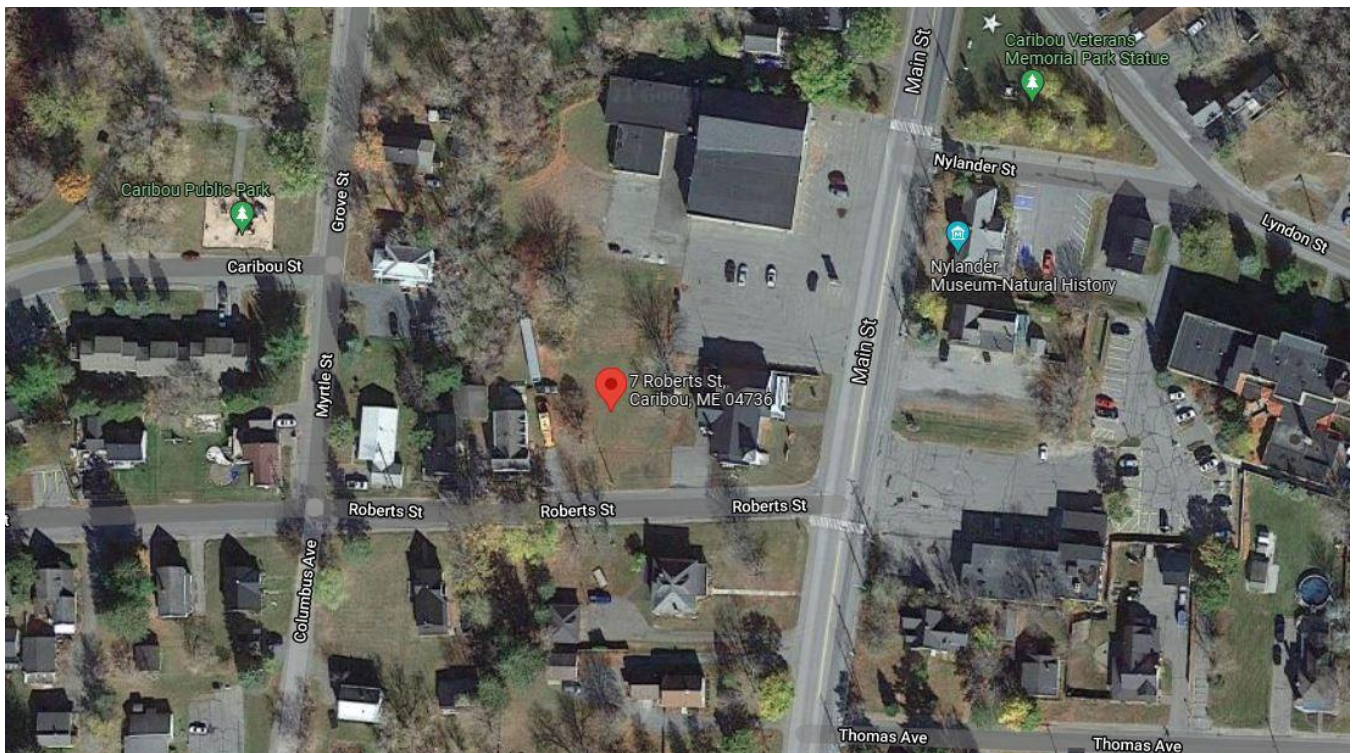
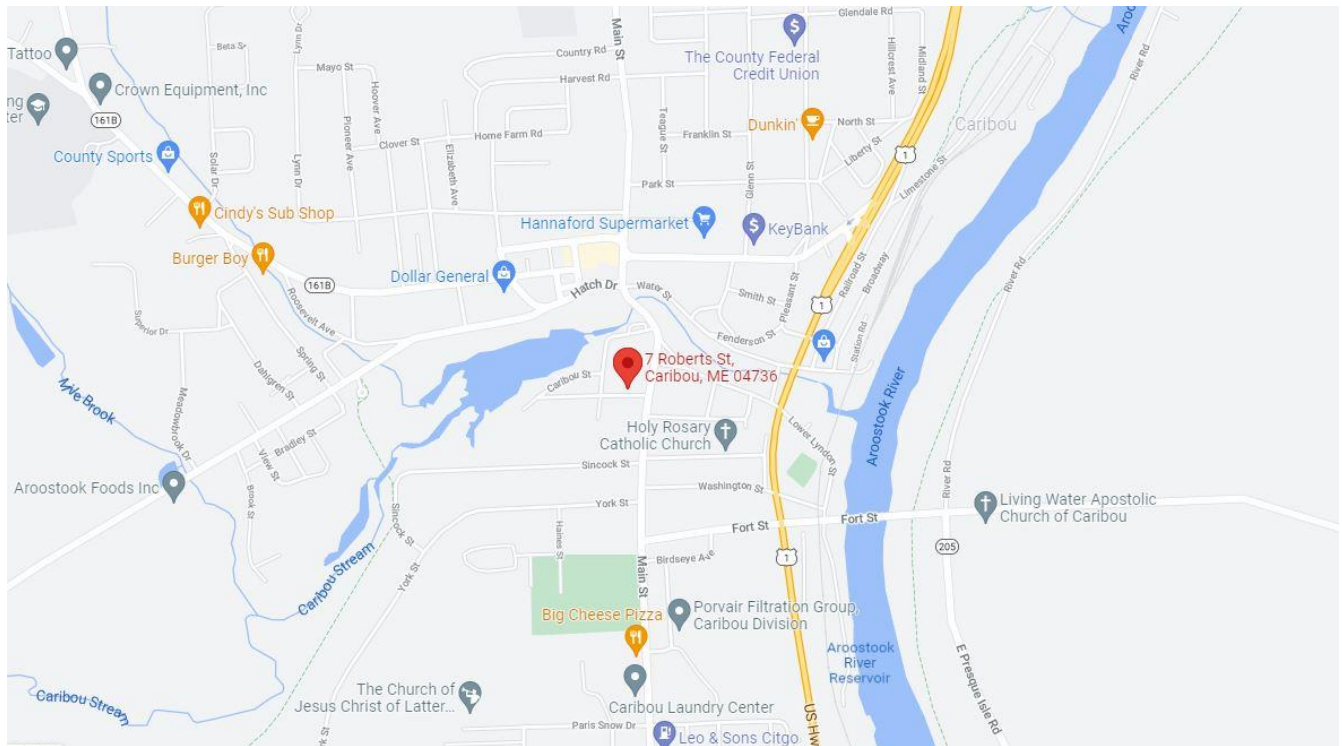
<b>Previous Owner</b>	<b>Sale Date</b>	<b>Sale Price</b>
HOLMES, DELMAR AND ADESSA	9/29/2006	0

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## AREA MAP



## DISCLOSURES RELATIVE TO PROPERTY

### Auction # R21-292

Location: 7A & 11 Roberts Street, Caribou, 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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