



PROPERTY INFORMATION PACKAGE



Property Location: 281 Lakeview Drive, China, Kennebec County, Maine

Property Type: Restaurant & Land

Property Number: R21-296

Preview Time: Tuesday, November 30th & December 7th 2021 @ 2-3:00 pm

Live Bidding Time: Thursday, December 16th 2021 @ 2:00 pm

Live Bidding Location: On-Site

Acreage: ± 1.59

Map/Lot: 027-053-A

Book/Page: Book 11696 Page 30 Kennebec County Registry of Deeds

Annual Taxes: ± \$7,788.23 (2020)

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) December 16, 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.
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:

Bangor Savings Bank and Central Maine Auction Center, in conjunction with Realty of Maine would like to announce auction R21-296 consisting of real estate at 281 Lakeview Drive, China, Maine. The above property is subject to a \$10,000.00 deposit (nonrefundable to the highest bidder) in CASH or CERTIFIED U.S. FUNDS made payable to Bangor 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 liens and 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. Bangor 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.

*****DISCLAIMER*****

Bangor 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 Bangor 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, ME 04332-5249 ■ (207) 622-3747 ■ www.eatonpeabody.com ■ Attorneys for Bangor Savings Bank

TERMS AND CONDITIONS OF PUBLIC SALE

Bangor Savings Bank v. LMW Enterprises, LLC, et al.
281 Lakeview Drive, China, Kennebec County, Maine

The following are the terms and conditions of the public sale of the real property subject to a Mortgage Deed granted to Bangor Savings Bank by LMW Enterprises, LLC, said mortgage having been foreclosed by power of sale pursuant to 14 M.R.S. §§ 6203-A et seq:

1. The property to be sold includes the real estate, together with any improvements thereon, located generally at 281 Lakeview Drive, China, Kennebec County, Maine, more particularly described in the Mortgage Deed from LMW Enterprises, LLC, to Bangor Savings Bank dated May 23, 2014, and recorded in the Kennebec County Registry of Deeds in Book 11696, Page 30 (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. Bangor 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.

3. The public sale will be held on December 16, 2021, at 2:00 p.m. at 281 Lakeview Drive, China, Maine.

4. Bangor 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; 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. Bangor Savings Bank further reserves the right to bid without submitting any deposit and to withdraw any bid made by it. Bangor Savings Bank may withdraw the Property at any time until completion of the sale is announced.

5. The bidding will be conducted as a public sale. All interested bidders shall be required to register and submit a deposit in the amount of Ten Thousand Dollars (\$10,000.00) in certified U.S. funds made payable to Bangor Savings Bank, in order to participate in the public sale. At the completion of the sale, subject to confirmation by Bangor 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 Bangor 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) days from the date of public sale as set forth in the Purchase and Sale Agreement.

7. Bangor 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 Bangor 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 Bangor Savings Bank unless the bidding is reopened, there is a new high bid satisfactory to Bangor 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, Bangor Savings Bank 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. 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 CIT SMALL BUSINESS LENDING CORPORATION OR ITS RESPECTIVE REPRESENTATIVES AND AGENTS.

11. Bangor Savings Bank specifically disclaims, and purchaser acknowledges that Bangor 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 Bangor Savings Bank. 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, Bangor 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. Bangor 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 Kennebec Journal on November 13, 20, and 27, 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.

PURCHASE AND SALE AGREEMENT

BANGOR SAVINGS BANK, a Maine banking corporation having a place of business in Bangor, 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 281 Lakeview Drive, China, Kennebec County, Maine, being more particularly described in a mortgage deed from 281 Lakeview Drive, LLC to Bangor Savings Bank dated May 23, 2014, and recorded in the Kennebec County Registry of Deeds in Book 11696, Page 30, the legal description therein being incorporated herein by reference (the "Property").

2. Purchase Price: The purchase price for the Property is (bid amount) _____ (\$_____). Purchaser has this day deposited cash or certified U.S. funds made payable to Bangor Savings Bank in the amount of Ten Thousand Dollars (\$10,000.00), receipt of which nonrefundable deposit is acknowledged by Central Maine Auction Company's (the "Auctioneer") signature below. The balance of the total purchase price is _____ Dollars (\$_____) and shall be paid in certified U.S. funds made payable to Bangor Savings Bank at closing.

3. Closing: The closing shall take place at Eaton Peabody, 77 Sewall Street, Suite 3000, Augusta, Maine 04330, or at such other place as may be agreed between the parties, on or before thirty (30) days from the date of this Agreement, at a date and time mutually agreeable to the parties.

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. 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". 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: 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: 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.

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 December 16, 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 December 16, 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:

BANGOR SAVINGS BANK

By _____
Michael F. Hahn Date
Its Sr. Vice President

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 # _____

BANGOR SAVINGS BANK, a Maine banking corporation having a place of business in Bangor, Penobscot County, Maine, for consideration paid, releases to _____, of _____, _____, having a mailing address of _____, any and all right, title and interest in and to certain lots or parcels of land together with any buildings thereon situated in China, County of Kennebec and State of Maine, more particularly bounded and described as follows, to wit:

Parcel One: Beginning at a granite highway monument located on the southeasterly line of the state highway running from South China to China Village, known as Route #202, at Station 82 + 37.40 as shown on Maine State Highway Commission Right of Way Map (S.H.C. File #6-124); thence North 63° 34' East (1962) along said highway a distance of 156.7 feet to a steel reinforcing rod located at the westerly corner of land of Barry and Sandra Thomas; thence South 59° 55' East along land of said Thomas a distance of 219.8 feet to an iron pipe; thence South 36° 13' West a distance of 308.6 feet to an iron pipe, thence North 37° 56' West a distance of 332.8 feet to an iron pipe located on the southeasterly line of the aforementioned highway; thence northeasterly along said highway by a 0° 30' curve a distance of 62.6 feet to the point of beginning. Said parcel containing 1.59 acres, more or less. Excepting and reserving, however, an all-purpose right of way 60 feet in width over the above-described lot from the state highway southeasterly to land retained by Richard E. Dowe, Sr. and Barbara C. Dowe. Said right of way to be located directly adjacent to the land of Barry and Sandra Thomas. Being the same premises described in a deed from Richard E. Dowe and Barbara C. Dowe to G & E Realty dated August 11, 2006, and recorded in Book 9032, Page 39 of the Kennebec County Registry of Deeds.

Parcel Two: An easement for purpose of installation, repair and maintenance of a septic system, including, without limitation, use in conjunction with a commercial restaurant over the following described property: A certain lot or parcel of land situated easterly of but not adjacent to Route #202, so-called in the Town of China, County of Kennebec and State of Maine. Said area is bounded and described as follows: Beginning at a point located on the southerly side of the land of G & E Realty received by deed dated August 11, 2006, and recorded in the Kennebec County Registry of Deeds Book 9032, Page 39. Said rebar being located North 36° 14' 19" East, a distance of 121.05 feet from a 1' iron pipe found at the most southerly corner of said G & E Realty. Thence North 36° 14' 19" East along the most easterly side of said G & E Realty, a distance of 30 13 feet to a point; Thence South 59° 11' 09" East, a distance of 454.28 feet to a point; Thence North 32° 17' 57" East, a distance of 161.23 feet to a point; Thence South 57° 42' 03" East, a distance of 229.00 feet to a point; Thence South 32° 17' 57" West, a distance of 211.00 feet to a point; Thence North 57° 42' 03" West, a distance of 229.00 feet to a point; Thence North 32° 17' 57" East, a distance of 19.76 feet to a point; Thence North 59° 11' 09" West, a distance of 456.35 feet to the point of beginning. The above described area contains 1 4 acres, more or less. Bearings based on the plan reference below.

The owner of Parcel One shall be solely responsible, as its sole expense, for the installation, repair and maintenance of the septic system on the above-described property. Reference is made to a Boundary Survey for the CHINA DINE-AH, Route #202, China, Maine.

Plan prepared by Morin Land Survey, File #C061K, Plan #251, dated November 8, 2006. Being the easement described in a deed from Richard Dowe and Barbara C. Dowe and Richard E. Dowe II to G & E Realty dated April 30, 2007, and recorded in Book 9370, Page 222 in said Registry of Deeds.

Subject to all outstanding municipal fees, charges, encumbrances, and liens, whether or not of record in the Kennebec 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 LMW Enterprises, LLC to Bangor Savings Bank dated May 23, 2014, and recorded in the Kennebec County Registry of Deeds in Book 11696, Page 30 (the "Mortgage"). The Grantor foreclosed the Mortgage pursuant to the power of sale provision contained in the Mortgage. A Notice of Mortgagee's Sale of Real Estate was recorded in the Kennebec County Registry of Deeds in Book _____, Page _____, on November ____, 2021. This deed is given to Grantee as successful bidder at the sale held on December 16, 2021.

IN WITNESS WHEREOF, Bangor Savings Bank has caused this instrument to be signed by its undersigned officer, duly authorized, this _____ day of December, 2021.

WITNESS:

BANGOR SAVINGS BANK

By _____
Michael F. Hahn
Its Sr. Vice President

State of Maine
Cumberland, ss.

December ____, 2021

Personally appeared the above-named Michael F. Hahn, Sr. Vice President of Bangor Savings Bank, and acknowledged before me the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Bangor Savings Bank.

Notary Public/Attorney-at-Law

Print or type name as signed



Property Card: 281 Lakeview Drive (1118-1)

China, ME info@chinamaine.org 207-445-2014

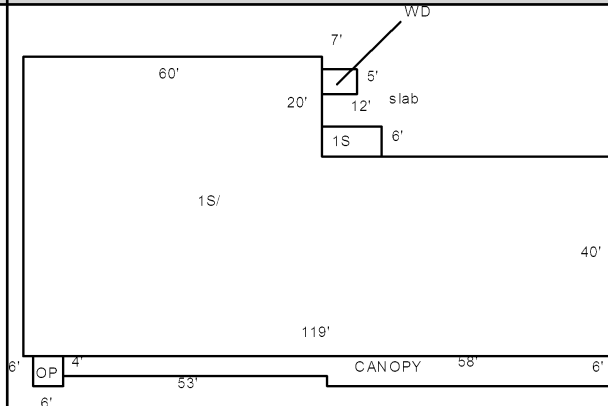


Map and Lot: 27-053-A
Trio Account #: 1118
Trio Card #: 1
Owner: LMW Enterprises, LLC
Co-Owner:
Mailing Address: 15 Bangor Street
 Augusta, ME 04330

Valuation

Ref 1: B11696P27
Ref 2:
Acreage: 1.59 Ac
Land Value: \$42,700
Building Value: \$480,000
Total Value: \$522,700
Exemption Amount: \$0
Net Assessment: \$522,700

Building Sketch



Building Information

Living Area (sqft): 0
Sale Price: 459000
Sale Date: 05/23/2014
Book/Page: B11696P27 05/23/14
Reference 1: B11696P27
Reference 2:
Tax Amount: 7788.23
Year Built:

Outbuildings, additions and improvements

Type	Year	Units
RESTAURANT	1980	5960
Open Frame Porch	2007	36
Canopy	0	560
Wood Deck	2010	35
ONE STORY FRAME	2010	72
SLAB	0	0
GENERATOR	2019	1
SPLIT SYSTEM HEAT	2019	1
PUMP	0	0
0	0	0
0		

**PP Account 332 Detail
as of 11/15/2021**

Name: The China Dine-Ah

Location: 281 Lakeview Drive

Assessment: 55,000.00

2021-1 Period Due:

1) 399.04

2) 396.00

Mailing LMW Enterprises, LLC

Address: 15 Bangor Street
Augusta, ME 04330

Year/Rec #	Date	Reference	P	C	Principal	Interest	Costs	Total
2021-1	R				792.00	3.04	0.00	795.04
2020-1	R				794.17	32.26	0.00	826.43
2019-1	R				434.39	64.94	0.00	499.33
2018-1	R				0.00	0.00	0.00	0.00
2017-1	R				0.00	0.00	0.00	0.00
2016-1	R				0.00	0.00	0.00	0.00
2015-1	R				0.00	0.00	0.00	0.00
2014-1	R				0.00	0.00	0.00	0.00
2013-1	R				0.00	0.00	0.00	0.00
2012-1	R				0.00	0.00	0.00	0.00
2011-1	R				0.00	0.00	0.00	0.00
2010-1	R				0.00	0.00	0.00	0.00
2009-1	R				0.00	0.00	0.00	0.00
Account Totals as of 11/15/2021					2020.56	100.24	0.00	2120.80

Per Diem

2021-1	0.0660
2020-1	0.0993
2019-1	0.1086
Total	0.2739

Exempt Codes:

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

**RE Account 1118 Detail
as of 11/15/2021**

Name: LMW Enterprises, LLC
Location: 281 Lakeview Drive
Acreage: 1.59 Map/Lot: 27-053-A
Book Page: B11696P27

Land: 42,700
Building: 556,700
Exempt 0
Total: 599,400

2021-1 Period Due:
1) 4,348.77
2) 4,315.68

Ref1: B11696P27
Mailing 15 Bangor Street
Address: Augusta, ME 04330

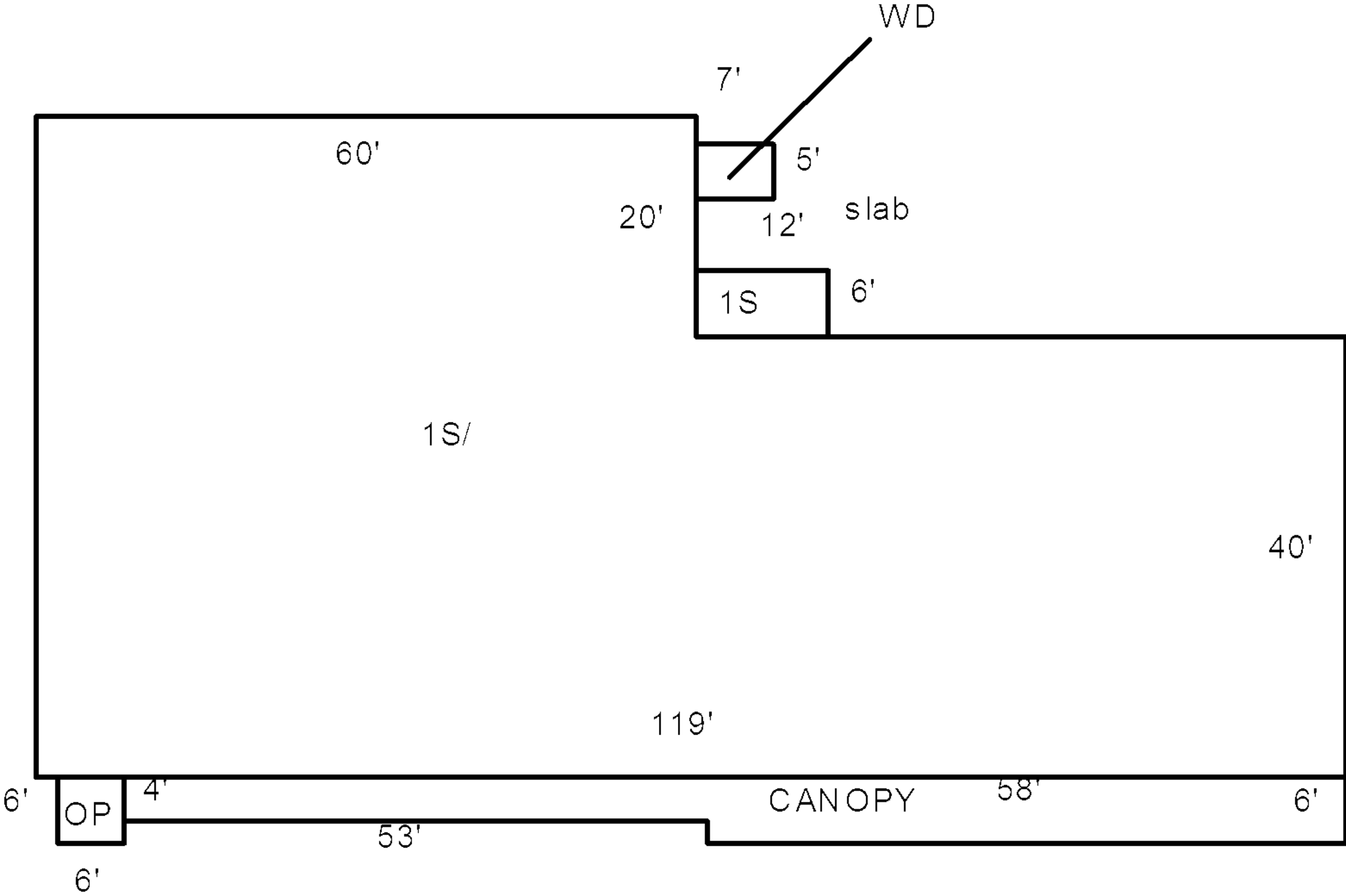
Year/Rec #	Date	Reference	P	C	Principal	Interest	Costs	Total
2021-1	R				8,631.36	33.09	0.00	8,664.45
2020-1	L *				7,788.23	316.40	71.88	8,176.51
2019-1	L *				4,092.93	611.89	78.20	4,783.02
2018-1	R				0.00	0.00	0.00	0.00
2017-1	R				0.00	0.00	0.00	0.00
2016-1	R				0.00	0.00	0.00	0.00
2015-1	R				0.00	0.00	0.00	0.00
2014-1	R				0.00	0.00	0.00	0.00
2013-1	R				0.00	0.00	0.00	0.00
2012-1	R				0.00	0.00	0.00	0.00
2011-1	R				0.00	0.00	0.00	0.00
2010-1	R				0.00	0.00	0.00	0.00
2009-1	R				0.00	0.00	0.00	0.00
Account Totals as of 11/15/2021					20512.52	961.38	150.08	21623.98

Per Diem

2021-1	0.7193
2020-1	0.9735
2019-1	1.0232
Total	2.7160

Exempt Codes:

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



DISCLOSURES RELATIVE TO PROPERTY

Auction # R21-296

Location: 281 Lakeview Drive, China, Maine

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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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

Maine Secretary of State

Filing Number:

20140527109000132-67

Filing Date and Time:

05/27/14 01:17 PM

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. E-MAIL CONTACT AT FILER [optional]
C. SEND ACKNOWLEDGEMENT TO: (Name and Address) <input type="checkbox"/> ONLINE FILING

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one debtor name (1a or 1b)(use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name); if any, part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME LISA'S CHINA DINE-AH LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADD'L NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 281 LAKEVIEW DRIVE		CITY SOUTH CHINA	STATE ME	POSTAL CODE 04358
COUNTRY				

2. DEBTOR'S NAME: Provide only one debtor name (2a or 2b)(use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name); if any, part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADD'L NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR SECURED PARTY - insert only one Secured Party name (3a or 3b))

3a. ORGANIZATION'S NAME BANGOR SAVINGS BANK				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADD'L NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS PO BOX 930		CITY BANGOR	STATE ME	POSTAL CODE 04402
COUNTRY				

4. COLLATERAL: This financing statement covers the following collateral:

Personal property of Debtor to include inventory, accounts, general intangibles, all products and proceeds thereof

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA

16995-60



UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

Maine Secretary of State

Filing Number:

20190404109000180 - 49

Filing Date and Time:

04/04/19 04:20 PM

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. E-MAIL CONTACT AT FILER [optional]

C. SEND ACKNOWLEDGEMENT TO: (Name and Address)

ONLINE FILING

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER

20140527109000132

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed (for record)
(or recorded) in the REAL ESTATE RECORDS

Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in Item 13

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☒ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ PARTY INFORMATION CHANGE:

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects ☐ Debtor or ☐ Secured Party of record

☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c

☐ ADD name: Complete item 7a or 7b and item 7c

☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADD'L NAME(S)/INITIAL(S)

SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b)(use exact, full name; do not omit, modify or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

8. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
Indicate collateral:

9. NAME of SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

BANGOR SAVINGS BANK

OR 9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADD'L NAME(S)/INITIAL(S)

SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

LMW ENTERPRISES LLC

TERMS AND CONDITIONS OF ARTICLE 9 SALE
281 Lakeview Drive, China, Maine

1. The Article 9 Sale includes inventory described in **Schedule A** attached to the Bill of Sale. The inventory is located at 281 Lakeview Drive, China, Maine.
2. The sale is being conducted by Central Maine Auction Center, 44 Concord Drive, Hermon, Maine 04401, Maine Auction License 644, Kevin Tilton.
3. Bidders will submit a One Thousand Dollar (\$1,000.00) deposit in cash or certified U.S. funds made payable to Bangor Savings Bank in order to participate in the Article 9 Sale. If the sale is successful the deposit will be applied to the bidder's Bill of Sale.
4. The sale will be held on December 16th 2021, at 2:00 pm at 281 Lakeview Drive, China, Maine.
5. These goods are sold AS IS, WHERE IS, WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, and INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FOR ANY PURPOSE.
6. 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.
7. Bangor Savings Bank makes no representations as to the present existence on the premises of the personal property described in Schedule A, and Buyer expressly represents that Buyer has examined the personal property on the premises and waives any objection or claim as to personal property described in Schedule A, but not found to be on the premises of the property.
8. Bangor Savings Bank will convey the Article 9 Sale by Bill of Sale. Payment is due in full on the day of sale. The conveyance of the Article 9 Sale will be subject to Maine State Sales Tax of 5.5% payable in full on the day of sale.
9. Purchaser will have 5 business days to remove all items described in the sale from the property and should make appointments with Central Maine Auction Center for removal of won items.
10. In the event that the highest bidder fails to comply with any of the terms and conditions of sale, the bidder's full deposit will be retained by Bangor Savings Bank.
11. Central Maine Auction Center and Bangor Savings Bank reserve the right to change, add, or alter Terms and Conditions on the day of the sale. This Article 9 Sale is being offered in one of two ways. More terms, conditions and information may be announced on the day of the sale.
12. In the case of disputed bidding, Central Maine Auction Center shall be the sole and absolute judge of such dispute.

BILL OF SALE

In consideration of _____ (\$_____) paid to Bangor Savings Bank (“Seller”), by _____ (“Buyer”), of City of _____, County of _____, State of _____, receipt of which is hereby acknowledged, Seller does grant, sell, transfer, and deliver to Buyer all of Seller’s right, title and interest in and to the personal property (excluding any real estate) listed as items attached hereto as **Schedule A**.

Buyer shall have such title to the goods in himself and in his executors, administrators, and assigns, as Seller may convey, and Seller hereby conveys any and all title to the goods it may have.

These goods are sold AS IS, WHERE IS, WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FOR ANY PURPOSE.

By accepting this Bill of Sale, Buyer agrees to indemnify and hold harmless Bangor Savings Bank from any and all claims arising from the use, subsequent sale, or Buyer’s possession of the goods.

IN WITNESS WHEREOF, Seller has executed this Agreement at _____, Maine, on _____.

Bangor Savings Bank makes no representations as to the present existence on the premises of the personal property described in **Schedule A**, and Buyer expressly represents that Buyer has examined the personal property on the premises and waives any objection or claim as to personal property described in Schedule A, but not found to be on the premises of the property.

IN WITNESS WHEREOF, the parties hereto, hereunto duly authorized, have executed and delivered this Agreement as of the day and year first above written.

BANGOR SAVINGS BANK

By: _____
Michael Hahn
Its Senior Vice President, Special Assets

PURCHASER:

SCHEDULE A

10' Wooden Bar Shelf (Homemade)
10' Wooden Wall-Mounted Glass Rack (Homemade)
8' Hand Wash / Beverage Sink Station
8' Beer Dispenser Cooler with 2 Towers/4 Taps
HP Printer
Epson Printer
LG 55" TV
Magnavox 40" TV
Sharp 55" TV
Hostess Stand
Tall Entry Cabinet
GE Microwave
Masterbuilt Ice Cream Open-Top Freezer
Bev-Air Glass Front Dessert Display Fridge
Vector Insect Machine
Wooden Rack
Wooden Shelf
CPG 20" Grill
CPG Baker's Pride Broiler
Kitchen Aid Blender
8' 2-Base Food Sink
Globe Commercial Standing Mixer
Stainless Steel Table with Hand Wash Sink Base and Shelf
Kitchen Aid Professional Standing Mixer
3-Base Food Prep Sink
Advance-Tabco Commercial Dishwasher / Dish Pit Setup
Wittco Oven
True 2-Cabinet Prep Fridge with Prep Station
GE Profile Microwave
Star-Max 4-Burner Griddle with Table and Shelf
Vulcan 6-Burner Stove with Oven

MagiKitch'n Grill

VitaMix Drink Machine

Commercial Microwave

Atlas Sound Mix Amplifier

Miscellaneous Cookware

Miscellaneous Dishware

Miscellaneous Utensils

Mesa Safe

Shark Vacuum

45 Windsor Dining Chair

39 Wooden Cherry Restaurant Chairs

25 Miscellaneous Wall Décor / Signs

14 Pendant Lights

12 Miscellaneous Metal Racks

10 Small Black Tables

8 Miscellaneous Metal Prep Tables with Shelves

7 Weathered Tables Large

6 Keg Stools

6 Weathered Tables Small

5 High Chairs

4 Miscellaneous Bar Stools

4 Advance-Tabco Single Hand Wash Sink

3 Black Restaurant Chairs

3 Miscellaneous Office Shelving

2 Sharp 40" TV

2 True 48" Glass Front Commercial Fridge

2 Pitco Fryolater

2 Office Desks

2 Computer Chairs

2 Filing Cabinets

Date: 12/16/2021

Bidder # _____

BIDDER REGISTRATION FORM

Central Maine Auction Center

I, _____, hereby deposit \$ 10,000.00 in U.S. Funds (cash _____, certified or cashier's check # _____, made payable to Bangor Savings Bank) with Emily Tilton, Auctioneer, License No. 1621, to register to bid at the public real estate auction of the property at 281 Lakeview Drive, South China, Maine.

In the event that I am the successful bidder having signed a Purchase and Sale Agreement, my \$10,000.00 deposit will be credited towards the final purchase price, as determined by the auctioneer. In the event that I am an unsuccessful bidder having not signed a Purchase and Sale Agreement, my deposit will be returned to me upon submission of this deposit receipt, together with my bid number.

By registering to bid I agree to be bound by the Terms and Conditions of the auction, which I hereby acknowledge I have received, read, and fully understand.

Signature

Printed Name

Name (First & Last): _____

Company (If Applicable): _____

Address: _____

Phone Number: _____

Email: _____