



PROPERTY INFORMATION PACKAGE

Waterfront Property – House & Land Crystal Lake 110 Mayberry Road, Gray, ME

Property Location: 110 Mayberry Road, Gray, ME

Live Bidding Time: Thursday, July 28th 2022 @ 1:00 pm

Property Number: R22-309

Preview Time: Tuesday, July 19th 2022 @ 2-3:00 pm *OR BY APPOINTMENT*

Live Bidding Location: On-Site

Acreage: ± 0.24

Map/Lot: 008-108-022-000

Book/Page: B4320 P330

2022 Taxes: \$ 2,268.93

Beds/Baths: 3 Bed, 1 Bath



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

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:

KeyBank National Association and Central Maine Auction Center, in conjunction with Realty of Maine would like to announce auction R22-309 consisting of real estate at 110 Mayberry Road, Gray, 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 KeyBank National Association (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. KeyBank National Association, 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
CUMBERLAND, ss.

SUPERIOR COURT
Docket No. PORSC-RE-18-119

KEYBANK NATIONAL ASSOCIATION,)
)
PLAINTIFF)
)
v.)
)
CYNTHIA ANN WATSON, Personal)
Representative of the Estate of John C.)
Watson, Jr., a/k/a John C. Watson,)
)
DEFENDANT and)
)
U.S. BANK NATIONAL ASSOCIATION,)
AS TRUSTEE FOR TBW MORTGAGE-)
BACKED TRUST SERIES 2007-2, TBW)
MORTGAGE PASS-THROUGH)
CERTIFICATES, SERIES 2007-2, and)
STATE OF MAINE-MAINE REVENUE)
SERVICES,)
)
PARTIES IN INTEREST)

DISCLAIMER

KeyBank National Association 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 KeyBank National Association 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 KeyBank National Association

TERMS AND CONDITIONS OF PUBLIC SALE

KeyBank National Association v. Cynthia Ann Watson
Personal Representative of the Estate of John C. Watson, Jr., et al.
110 Mayberry Road, Gray, Cumberland County, Maine

The following are the terms and conditions of the public sale of the real property subject to a Mortgage Deed granted to KeyBank National Association by John C. Watson, Jr., said Mortgage Deed having been foreclosed as described in the Judgment of Foreclosure and Sale dated November 9, 2021, and entered by the Superior Court for Cumberland County, Portland, Maine, in the matter of KeyBank National Association v. Cynthia Ann Watson, Personal Representative of the Estate of John C. Watson, Jr., et al. (Docket No. PORSC-RE-2018-119).

1. The property to be sold includes the real estate, together with any improvements thereon, located generally at 110 Mayberry Road, Gray, Cumberland County, Maine, more particularly described in the Mortgage Deed from John C. Watson, Jr. to KeyBank National Association dated November 14, 2000, and recorded in the Cumberland County Registry of Deeds in Book 15869, Page 204 (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. KeyBank National Association 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 July 28, 2022, at 1:00 p.m. at 110 Mayberry Road, Gray, Maine.

4. KeyBank National Association 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. KeyBank National Association further reserves the right to bid without submitting any deposit and to withdraw any bid made by it. KeyBank National Association 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 KeyBank National Association, in order to participate in the public sale. At the completion of the sale, subject to confirmation by KeyBank National Association, the highest bidder will sign a Purchase and Sale Agreement substantially in the

form attached hereto. A record of bidding will be maintained by KeyBank National Association 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. KeyBank National Association 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 KeyBank National Association'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 KeyBank National Association, and the new highest bidder immediately executes a Purchase and Sale Agreement. Upon close of the bidding and compliance with the terms of the sale, the Auctioneer shall declare that the terms of the sale have been complied with and that the sale is closed.

9. The purchaser's commitment under the Purchase and Sale Agreement will not be contingent upon securing financing or upon any other condition; the purchaser's deposit will not be refunded due to an inability to obtain financing or any other failure by purchaser to perform.

10. The Seller, in selling the Property, is conducting a foreclosure sale. The Property is sold "AS IS, WHERE IS", with all existing defects and without any warranties of any kind, even as to fitness for a particular purpose, habitability, or merchantability. All bidders are invited to inspect the real estate and the public records prior to making a bid. No warranties, guaranties, or representations of any kind are made, and all warranties are disclaimed with respect to any improvements located on the Property, including improvements located underground, the location and/or boundaries of the Property or improvements thereon, title to the Property, environmental compliance, or its compliance with any applicable zoning or land use regulations, law, or ordinances. The purchaser will assume responsibility and expense for any title search, title examination or title insurance. The Seller shall not be required to execute any title insurance affidavits or similar documents relating to the Property. THE PURCHASER WILL ASSUME RISK OF ANY DEFECTS, AND EACH BIDDER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE AMOUNT BID REFLECTS THE "AS IS, WHERE IS" CONDITION OF THE PROPERTY AND THE ASSUMPTION OF ALL RISKS RELATING TO UNDISCLOSED DEFECTS. EACH BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT SUCH BIDDER IN NO WAY RELIES UPON REPRESENTATIONS MADE BY KEYBANK NATIONAL ASSOCIATION, CENTRAL MAINE AUCTION COMPANY, OR THEIR RESPECTIVE REPRESENTATIVES AND AGENTS.

11. KeyBank National Association specifically disclaims, and purchaser acknowledges that KeyBank National Association shall not be responsible for or obligated now or at any time in the future to protect, exonerate, defend, indemnify, and save purchaser or its successors or assigns, harmless from and against any loss, damage, cost, expense, clean-up or liability, including, but not limited to, attorneys' fees and court costs, and including, but not limited to such loss, damage, cost, expense, or liability, based on personal injury, death, loss, or damage to property suffered or incurred by any person, corporation, or other legal entity, which may arise out of the presence of any such hazardous or toxic waste, substance, matter, or material on the Property.

12. In the event of loss or damage to the Property after the execution of the Purchase and Sale Agreement and prior to the closing, purchaser shall have the risk of loss.

13. In the case of disputed bidding, Central Maine Auction Company shall be the sole and absolute judge of such dispute.

14. If the purchaser fails to perform at the closing, the purchaser's deposit will be retained by the Auctioneer. A bidder or purchaser whose deposit is retained under this paragraph will also be responsible for any and all consequential damages and additional costs, deficiencies, expenses, and losses suffered as a result of purchaser's failure to perform, including without limitation, reasonable attorneys' fees. Further, KeyBank National Association 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. KeyBank National Association 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 Portland Press Herald on June 25, July 2, and 9, 2022, 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

KEYBANK NATIONAL ASSOCIATION, a national banking corporation with a principal place of business in Cleveland, Cuyahoga County, Ohio (the "Seller"), and _____, whose address is _____, _____ ([collectively], the "Purchaser"), for consideration paid, agree as follows:

1. Purchase and Sale of Property: Subject to the terms and conditions set forth herein, the Seller hereby agrees to sell to the Purchaser, and the Purchaser hereby agrees to purchase from the Seller the real estate, together with any improvements thereon, located generally at 110 Mayberry Road, Gray, Cumberland County, Maine, being more particularly described in a Mortgage Deed from John C. Watson, Jr. to KeyBank National Association, dated November 14, 2000, and recorded in the Cumberland County Registry of Deeds in Book 15869, Page 204, the legal description therein being incorporated herein by reference (the "Property").

2. Purchase Price: The purchase price for the Property is (bid amount) _____ (\$_____). The Purchaser has this day deposited cash or certified U.S. funds made payable to KeyBank National Association 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 KeyBank National Association 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 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) calendar days from the date of this Agreement, at a date and time mutually agreeable to the parties. Notwithstanding the foregoing, Seller may elect to effectuate the closing by mail.

4. Title: Purchaser shall be solely responsible for any expense related to any title or UCC search, title examination, or title insurance. In the event Purchaser elects to utilize a certain specimen title insurance policy provided by Seller, Purchaser shall pay the cost of the title insurance premium for issuing a final policy and any additional costs of title search and examination. In the event that Seller has provided to Purchaser copies of title abstracts, policies, or other title or survey information, Purchaser acknowledges that Seller shall have no responsibility or liability in connection therewith, it being understood that Purchaser is relying solely upon the title search

ordered by it and the final title evidence issued as a result of said title search. Purchaser will assume responsibility and expense for any title search, title examination or title insurance. Seller shall not be required to execute any title insurance affidavits or similar documents relating to the Property.

5. Deed: Seller shall, on the date of closing, execute and deliver to Purchaser a Release Deed conveying the Property to Purchaser in fee simple, substantially in the form attached hereto. Seller makes no warranties, guaranties, or representations of any kind or nature concerning the value of the Property, the physical condition of or title to the Property or any improvements located thereon, including improvements located underground, the location and/or boundaries of the Property or improvements thereon, environmental compliance, or compliance with any applicable federal, state, or local law, ordinance, or regulation. Further, the Property is specifically sold without any express or implied warranties of habitability or title, and is sold "AS IS, WHERE IS". Purchaser will assume risk of any defects and expressly acknowledges and agrees that the purchase price reflects the "AS IS, WHERE IS" condition of the Property and the assumption of all risks relating to undisclosed defects, known or unknown to Seller. Purchaser acknowledges they had an opportunity to inspect the real estate and the public records prior to execution of this Agreement. Purchaser further acknowledges and agrees that Purchaser in no way relied upon representations made by Seller or any of its employees, agents, representatives or attorneys. In the event that more than one purchaser executes this Agreement, the deed from Seller to Purchaser will be a deed to Purchaser as tenants in common unless otherwise indicated below.

Purchaser's election as to the form of ownership in the deed of conveyance from Seller (if no election is made, a deed to multiple parties shall be to the grantees as tenants in common):

- ☐ joint tenancy
- ☐ tenancy in common
- ☐ not applicable (e.g. the Purchaser is an individual, corporate entity, or trustee)

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

6. Residential Real Property Disclosures: The Purchaser acknowledges that this transaction is exempt from the residential property disclosure requirements of Title 33, Chapter 7, Subchapter 1-A of the Maine Revised Statutes.

7. Personal Property. The Purchaser acknowledges that there are or may be items of personal property situated on or in the Property, and that the Seller is not conveying any interest in such personal property to the Purchaser. The Purchaser further acknowledges that the Seller has made and will make no representations as to the legal character of specific property as real or personal in nature. The Seller reserves the right, but not the obligation, for itself and its assigns, to remove any personal property from the Property without liability of any kind to the Purchaser of the Property for any loss, injury, or damage sustained as a result of the storage or removal of any personal property.

8. Purchaser's Default: In the event the Purchaser fails to fulfill any of the Purchaser's obligations hereunder, including failure to tender the deposits as required hereunder, then the Seller shall retain the Purchaser's said deposits, and may, at the Seller's option, pursue any remedies at law or equity, including specific performance.

9. Encumbrances, Liens and Assessments; Taxes: The Purchaser acknowledges and agrees that the Property will be sold at closing subject to (a) any and all municipal, state, or federal laws, regulations, and ordinances including, without limitation, permits and approvals heretofore issued by any federal, state, or municipal government authority (compliance with, application for the transfer of any such permits, or approvals shall be the sole responsibility of the Purchaser); (b) any and all encumbrances and easements, whether or not of record in the applicable Registry of Deeds, and any governmentally imposed or required zoning, subdivision, environmental, and other land use restrictions; (c) any condition which a physical examination or adequate survey of the Property might reveal; (d) any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by a law, and which may or may not be shown by the public records; (e) the rights of tenants and persons in possession, if any; (f) all outstanding municipal fees, charges, encumbrances, and liens, whether or not of record in the applicable Registry of Deeds, including, but not limited to, water and sewer, and municipal or quasi-municipal taxes; (g) all transfer taxes and sales taxes assessed by the State of Maine, including the Seller's share of such taxes (36 M.R.S. §§ 4641 et seq.), as applicable, shall be paid by the Purchaser at closing.

10. Broker's Commission: The parties agree that in the event a broker is owed, or claims to be owed, a commission in connection with the Purchaser's purchase of the Property, the party having secured the services of that broker shall be solely responsible for satisfying such claim for commission.

11. Risk of Loss: Purchaser acknowledges and agrees that all risk of loss or damage to the Property prior to the closing shall be borne by Purchaser.

Seller specifically disclaims, and Purchaser acknowledges that Seller shall not be responsible for or obligated now or at any time in the future to protect, exonerate, defend, indemnify, or hold Purchaser or its successors or assigns, harmless from and against any loss, damage, cost, expense, clean-up or liability, including, but not limited to, attorneys' fees and court costs, and including, but not limited to such loss, damage, cost, expense, or liability, based on personal injury, death, loss, or damage to property suffered or incurred by any person, corporation, or other legal entity, which may arise out of the presence of any such hazardous or toxic waste, substance, matter, or material on the Property.

12. Representations; Construction: The Purchaser acknowledges that the Purchaser has not relied upon any oral or written representation of the Seller, or any of the Seller's employees, agents, or attorneys. The Purchaser agrees that in the event of any ambiguity as to the meaning or intent of the terms or obligations set forth herein, or any documents executed in connection herewith, such ambiguous term or provision shall not be construed more favorably to one party than to another.

13. Limitation on Purchaser Damages: The Purchaser agrees that in any dispute or action arising out of this Agreement, or the matters described herein, the damages to which the Purchaser may be due at any time and as against the Seller for any reason shall be specifically limited to the amount of the Purchaser's deposit, repayable without interest, and that under no circumstances may such damages include any claim for punitive damages, lost profits or investment opportunities, or attorneys' fees.

14. Waiver of Jury Trial: The Purchaser agrees that in the event of any dispute as between the Purchaser and the Seller and relating to the subject matter of this Agreement, or the property hereby contemplated to be transferred by the Seller to the Purchaser, such dispute shall (unless the Seller shall have demanded arbitration as set forth in this Agreement) be tried before a single Justice of the Superior Court for the County in which the Property is located, sitting without a jury.

15. Arbitration: The Purchaser agrees that in any dispute or controversy with the Seller as to the terms of this Agreement, or with respect to the matters described herein, and whether sounding in contract or tort, shall, at the election of the Seller and at any time, be resolved by binding arbitration in accordance with the applicable provisions of the Maine Uniform Arbitration Act, at 14 M.R.S. §§ 5927 et seq. and as the same may be amended from time to time. The Seller may further elect to submit less than all disputes or controversies as between the Purchaser and the Seller to binding arbitration. Nothing herein shall be construed as limiting the rights or remedies of the Seller pursuant to this Agreement or any document or agreement as between the Purchaser and the Seller and at any time, whether or not the Seller shall have previously demanded such arbitration.

16. Binding Effect; Assignment: This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, and permitted assigns, except that the Purchaser may not assign this Agreement to any party without the Seller's written consent. The Purchaser's obligations and liability to the Seller pursuant to this Agreement expressly shall survive any such assignment.

17. Severability: If any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity or enforceability of any other provision hereof.

18. Incorporation of Provisions: This Agreement expressly incorporates the terms and conditions of sale set forth in the Terms and Conditions of Public Sale distributed by the Auctioneer to registered bidders at the time of registration to bid, and, if applicable, further incorporates the terms and conditions of sale as announced by the Auctioneer at the public sale conducted on July 28, 2022.

19. Entire Agreement; Governing Law: This Agreement, including the incorporated provisions and the Disclaimer, constitutes the entire agreement between the parties, supersedes all prior negotiations and understandings, and shall not be altered or amended, except by written amendment signed by the Seller and the Purchaser. This Agreement shall be governed by Maine law. For purposes hereof, the date of this Agreement is July 28, 2022.

20. Time for Performance: TIME IS OF THE ESSENCE. Should the Purchaser default in any obligation under this Agreement, the Purchaser agrees to indemnify and hold the Seller harmless from any resulting or consequential loss, claim, or damage of any kind whatsoever, including but not limited to any attorneys' fees incurred by the Seller.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals on the day, month, and year written below.

WITNESSES:

KEYBANK NATIONAL ASSOCIATION

By _____
Irena Karovski Date
Its Vice President - Ops Sr. Section Manager

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 # _____

KEYBANK NATIONAL ASSOCIATION, a national banking corporation with a principal place of business in Cleveland, Cuyahoga County, Ohio, for consideration paid, releases to _____, of _____, having a mailing address of _____, said Grantee being the high bidder at public sale, any and all right, title and interest in and to a certain lot or parcel of land with the buildings thereon, situated in the Town of Gray, County of Cumberland and State of Maine, and being known as Lot No. 26. second division of lots, as shown on a map or plan entitled "Crystal Lake Shores," made by Paul E. Atwood, C.E., dated June, 1949, and recorded in the Cumberland County Registry of Deeds in Plan Book 35, Page 26, to which plan reference is hereby made for a more particular description.

Subject to all outstanding municipal fees, charges, encumbrances, and liens, whether or not of record in the Cumberland 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 John C. Watson, Jr. to KeyBank National Association dated November 14, 2000, and recorded in the Cumberland County Registry of Deeds in Book 15869, Page 204 (the "Mortgage"). The Grantor foreclosed the Mortgage by virtue of a Judgment of Foreclosure and Sale dated November 9, 2021 and entered by the Superior Court for Cumberland County, Portland,, Maine, in the matter of KeyBank National Association v. Cynthia Ann Watson, Personal Representative of the Estate of John C. Watson, Jr., et al. (Docket No. PORSC-RE-2018-119), 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: Portland Press Herald.

Dates of Publication: June 25, July 2, and 9, 2022¹.

Sale Date²: July 28, 2022.

¹Said dates being within the period of time within which to publish a notice of sale pursuant to the enlargement of time granted by the Court by Order entered on May 13, 2022.

²In 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).

IN WITNESS WHEREOF, KeyBank National Association has caused this instrument to be signed by its undersigned officer, duly authorized, this _____ day of July, 2022.

WITNESS:

KEYBANK NATIONAL ASSOCIATION

By _____

Irena Karovski
Its Vice President
Ops Sr. Section Manager

State of New York
Erie, ss.

July _____, 2022

Personally appeared the above-named Irena Karovski, Vice President - Ops Sr. Section Manager of KeyBank National Association, 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 KeyBank National Association.

Notary Public/Attorney-at-Law

Print or type name as signed

NOTICE OF PUBLIC SALE

14 M.R.S. § 6323

Notice is hereby given that in accordance with a Judgment of Foreclosure and Sale dated November 9, 2021, which judgment was entered on November 12, 2021 by the Superior Court for Cumberland County, Portland, Maine in the case of **KeyBank National Association v. Cynthia Ann Watson, Personal Representative of the Estate of John C. Watson, Jr. et al.**, Docket No. PORSC-RE-2018-119, and wherein the Court adjudged a foreclosure of a Mortgage Deed granted by John C. Watson, Jr. dated November 14, 2000, and recorded in the Cumberland County Registry of Deeds in Book 15869, Page 204, the period of redemption from said judgment having expired, a public sale will be conducted on July 28, 2022, commencing at 1:00 p.m. at 110 Mayberry Road, Gray, Maine. The property to be sold is further described on the Town of Gray Tax Maps at Map 8, Lot 108-22. Reference should be had to said Mortgage Deed for a more complete legal description of the property to be conveyed

TERMS OF SALE

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

The bidder to whom the property is sold must, at the time and place of sale, make a deposit of Five Thousand Dollars (\$5,000.00) by cash or certified check payable to KeyBank National Association, and must sign a Purchase and Sale Agreement with KeyBank National Association, 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 Town of Gray, 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. KeyBank National Association expressly reserves the right to bid, to modify the terms of the sale set forth above, to add additional terms as it so wishes, and to authorize the mortgagors to sell the property prior to the sale date. All other terms and conditions of sale, including any modification or additions to the terms set forth above, will be announced by the auctioneer at the time of the sale.

For further information, contact Central Maine Auction Center, 44 Concord Road, Hermon, Maine 04401 ■ (207) 848-7027 ■ www.cmauctioncenter.com

Gray
Name: WATSON, JOHN C

Valuation Report

09/13/2021

Page 1

Map/Lot:

008-108-022-000

Account: 3214 Card: 1 of 1

Location:

110 MAYBERRY RD

Neighborhood 2 Crystal Lake 1

Zoning/Use Limited Residential
Topography RollingTopography
Utilities Drilled Well/PointSeptic System
Street Paved
GIS Map Open 1 Choice 8
Field Review Open 2 Choice 1
Reference 1
Reference 2 C5A-022-000-000
Tran/Land/Bldg 1 2 1
REVIEW 0 Bulding Permit 0
Exemption(s) Land Schedule 3

Land Description

Units	Method - Description	Price/Unit	Total	Fctr	Influence	Value
0.24	Acres-ShoreFront A	75,000.00	45,072	100%		45,072
050 X 000	\$/FF -Water (0-200) A	1,000.00	50,000	100%		50,000
Total Acres 0.24					Land Total	95,072

Dwelling Description

Replacement Cost New

Cottage/Camp	One Story	720 Sqft	Grade D 110	Base	76,977
Exterior	B & B	Masonry Trim	None	Trim	0
Dwelling Units	1 OTHER Units-0	Roof Cover	Asphalt Shingles	Roof	0
					0
Foundation	Concrete Block	Basement	Dry Full Bmt	Basement	-649
Fin. Basement Area	300 Sqft, Grade D	Basement Gar	None	Fin Bsmt	3,690
Heating	100% Forced Warm	Cooling	0% None	Heat	0
Rooms	5				
Bedrooms	3	Add Fixtures	0		
Baths	1	Half Baths	0	Plumbing	0
Attic	None			Attic	0
FirePlaces	1			Fireplace	2,706
Insulation	Minimal			Insulation	-188
Unfin. Living Area	NONE			Unfinished	0

Dwelling Condition

Built	Renovated	Kitchens	Baths	Condition	Layout	Total
1952	0	Typical	Typical	Average	Typical	82,536
Functional Obsolescence	Economic Obsolescence	Phys. %	Func. %	Econ. %	Value(Rcnld)	
None	None	65%	100%	100%	53,648	

Outbuildings/Additions/Improvements

Description	Year	Units	Grade	RCN	Cond	Phy	Func	Econ	Value Rcnld
Encl Frame Porch	1952	204	D 110	6,705	Avq.	65%	100%	100%	4,358
Wood Deck	1952	240	D 110	2,049	Avq.	65%	100%	100%	1,332
Frame Shed	1952	144	C 100	1,400	Avq.	65%	100%	100%	910
720 SFLA									
									Outbuilding Total 6,600

Acpt Land

95,100

Accepted Bldg

60,200

Total

155,300

Gray
Name: WATSON, JOHN C

Valuation Report

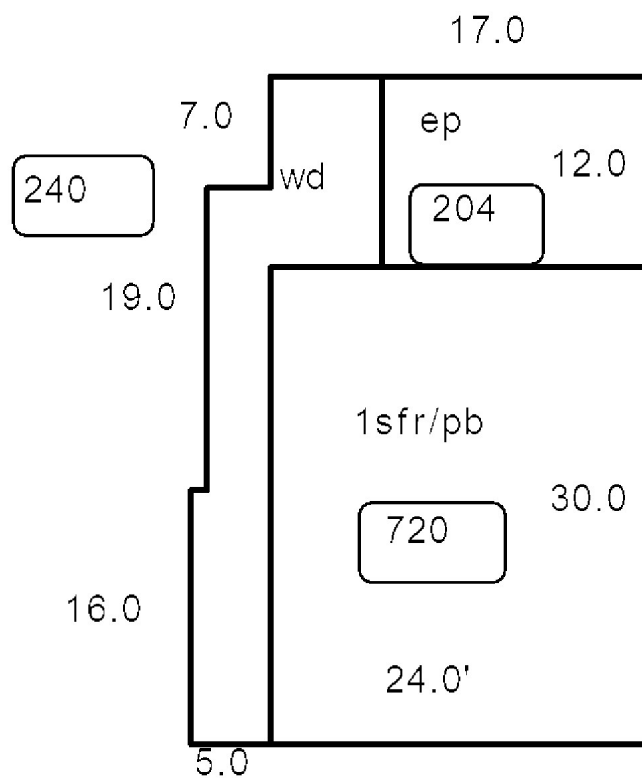
09/13/2021

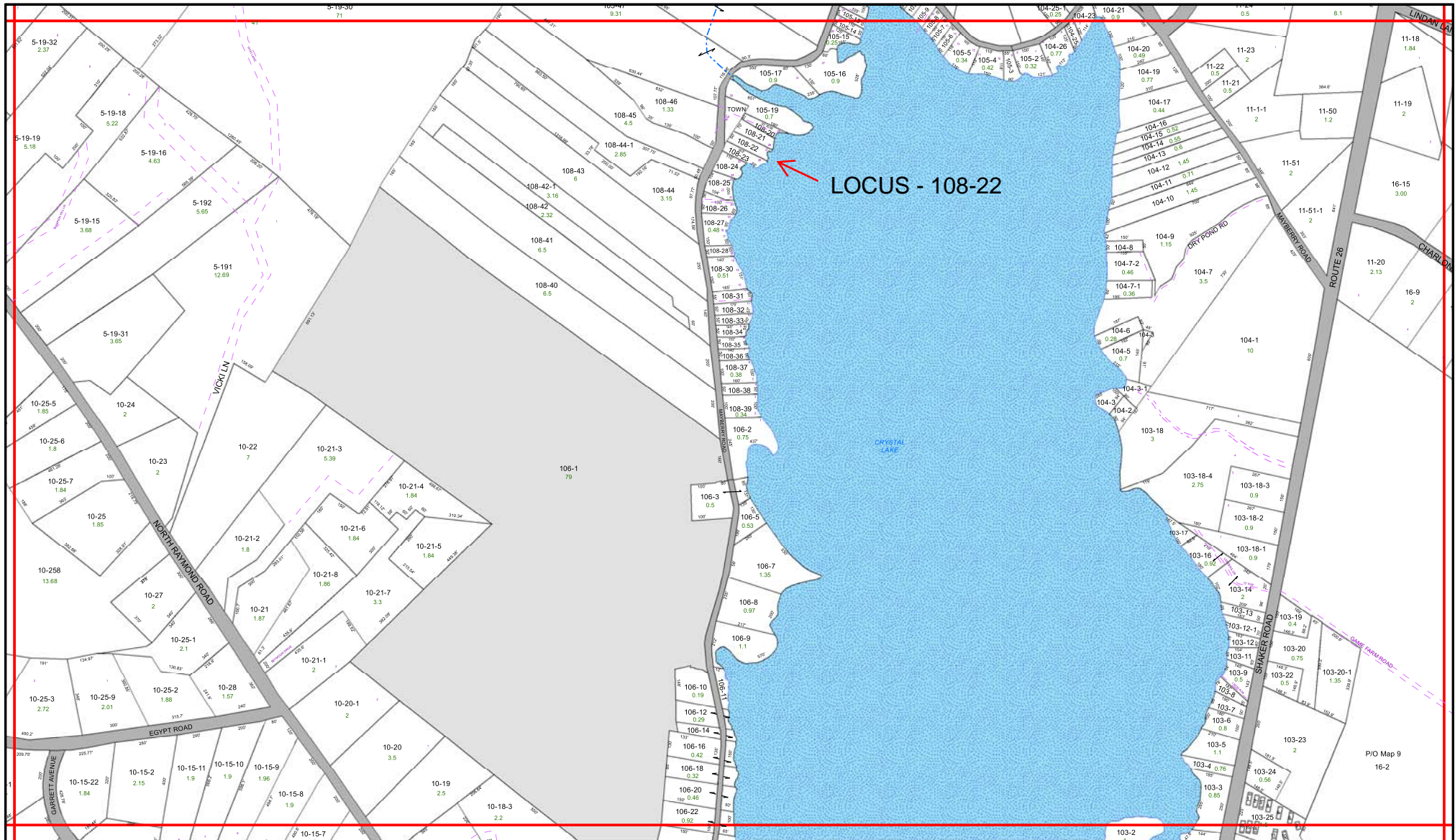
Page 2

Account: 3214

Map/Lot:
Location:

008-108-022-000
110 MAYBERRY RD



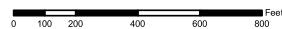


Maps Prepared by: **Spatial Alternatives**
2014-2020
www.spatialalternatives.com

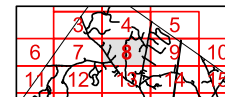
Tax Sheets are intended for assessing purposes only.
Boundary locations are approximate and
should not be used for conveyance of property.

Misc Lines	Tax Parcels		
— Leaders	Parcel	Subdivision Open Space	ROW
— ROW	Tree Growth	Roads	Railroad
— Streams	Open Space Classified	Condo/Mobile Home	Water

Town of Gray, Maine



Index
Map



Gray Tax Sheet

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Map updated to: April 1, 2021

Crystal Lake

Crystal Lake, originally called Anonymous Pond, is the only lake completely within the borders of Harrison. Mill Stream, which is the outlet of the lake, provided early village settlers with power to run both a grist and saw mill. Today, excellent public access and good water quality make Crystal Lake a favorite spot for swimming, fishing and boating.

Fishing

Crystal Lake is annually stocked with brook trout and landlocked salmon from the Maine Department of Inland Fisheries and Wildlife. These cold water fish find good habitat in the lake’s cool and well-oxygenated deep waters. In addition, healthy bass populations, white perch, yellow perch, hornpout and chain pickerel are also found within Crystal’s waters.

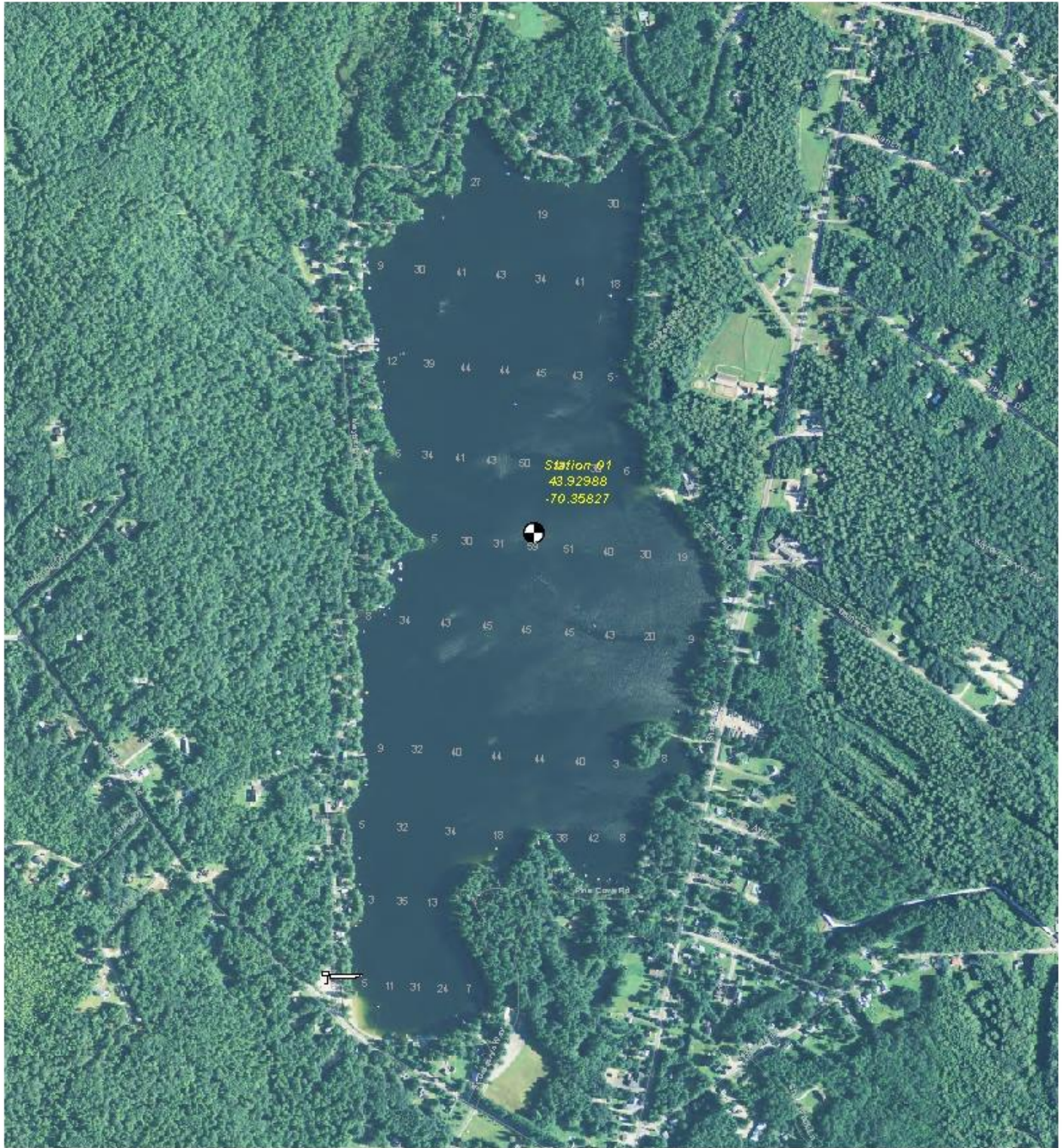
- Lake Surface: 446 acres
- Watershed: 5,345 acres
- Max. Depth: 65 feet
- Elevation: 294 feet

Water Quality: 2021

The average Secchi disk reading for 2021 was 6.1 meters which falls into the moderately clear range. The average total phosphorus reading of 6.1 ppb falls into the moderate range. The average deep water phosphorus value was not significantly above surface water phosphorus values, which suggests phosphorus recycling is not problematic. The chlorophyll-a average of 2.1 ppb falls into the moderate range. Long-term trend analysis indicates chlorophyll–a concentrations in Crystal Lake are stable, total phosphorus concentrations are stable, and clarity readings are decreasing. The average color reading for 2021 was 27.3 SPU, indicating that water in Crystal Lake is highly colored. Although low oxygen conditions were observed in deep water, suitable coldwater fish habitat was present throughout the testing season.

2021 Water-testing summary

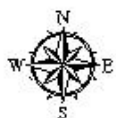
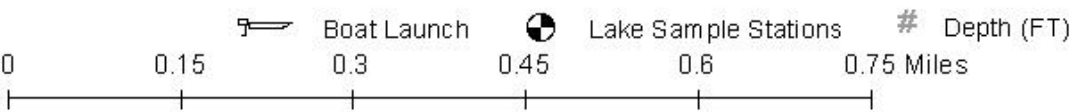
	Average Deep Water Phosphorus (ppb)	Water Color (SPU)	Clarity Trend	Phosphorus Trend	Chlorophyll Trend
Analysis Result	7.8	27.3	Decreasing	Stable	Stable
Interpretation	Within acceptable range	Water was highly colored	Shallower clarity readings over time	Neither more nor less phosphorus in water over time	Neither more nor less chlorophyll in water over time

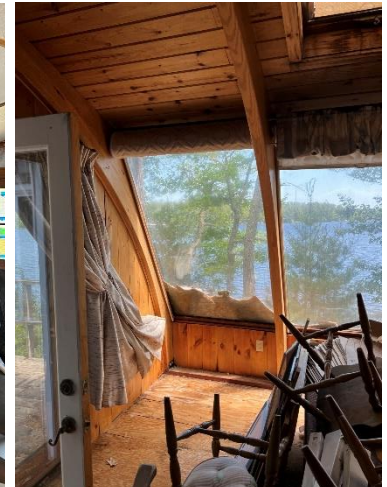


Crystal Lake

MIDAS # 3708

Gray, Cumberland Co. - Delorme Page 5 - 185 acres





DISCLOSURES RELATIVE TO PROPERTY

Auction # R22-309

Location: 110 Mayberry Road, Gray, 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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