

**Central Maine**  
*Auction Center*



# PROPERTY INFORMATION PACKAGE



## 597 Ayers Junction Road, Pembroke, ME

**Property Location:** 597 Ayers Junction Road, Pembroke, ME

**Property Number:** R25-331

**Live Bidding Time:** Thursday, February 13<sup>th</sup>, 2025 @ 1:00 pm

**Preview Time:** Monday, February 3<sup>rd</sup>, 2025 @ 12:00-1:00 pm

**Live Bidding Location:** On-Site

**Acres:** +/- 5.0

**Map/Lot:** 012-003-00A

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:

First National Bank and Central Maine Auction Center, in conjunction with Realty of Maine would like to announce auction R25-331 consisting of real estate at 597 Ayers Junction Road, Pembroke, ME. The above property is subject to a \$5,000.00 deposit (nonrefundable to the highest bidder) in CASH or CERTIFIED U.S. FUNDS made payable to Pierce Atwood LLP (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. First National 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.

**BIDDER REGISTRATION FORM**

The undersigned hereby registers to bid at the public foreclosure auction of premises located at and near 597 Ayers Junction Road, Pembroke, Maine, more particularly described in a Mortgage from Leona F. Weickers and Allen C. Weickers to First National Bank f/k/a The First National Bank of Bar Harbor dated August 12, 2004, recorded in the Washington County Registry of Deeds in Book 2914, Page 290. By signing this form, the undersigned acknowledges receipt of, and agrees to be bound by, all of the Terms and Conditions of Sale.

Dated: February 13, 2025

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

**NOTICE OF PUBLIC SALE**  
**Pursuant to 14 M.R.S. § 6323**  
**February 13, 2025 at 1:00 p.m.**  
**Property at 597 Ayers Junction Road, Pembroke, Maine**  
**Auction to be held at the Property at 597 Ayers Junction Road, Pembroke, Maine**

Notice is hereby given that in accordance with a Stipulated Judgment of Foreclosure and Sale docketed November 18, 2024, entered by the Washington County Superior Court in the case of *First National Bank f/k/a The First National Bank of Bar Harbor v. Leona F. Weickers.*, Docket No. RE-24-9 (the “Judgment”), wherein the Court adjudged the foreclosure of a mortgage deed granted by Leona F. Weickers and Allen C. Weickers to First National Bank f/k/a The First National Bank of Bar Harbor dated August 12, 2004, recorded in the Washington County Registry of Deeds in Book 2914, Page 290 (the “Mortgage”), the period of redemption from said Judgment having been waived, a public sale of the property described in the Mortgage will be conducted on February 13, 2025, commencing at 1:00 p.m., at the Property at 597 Ayers Junction Road, Pembroke, Maine.

The property will be sold by public auction subject to all outstanding municipal assessments and encumbrances. The deposit to bid is \$5,000.00 in U.S. funds by certified or bank check made payable to Pierce Atwood LLP, to be increased to ten percent (10%) of the bid amount within 5 days of the public sale, and with the balance due and payable within 30 days of the public sale. Conveyance of the property will be by release deed. All other terms and conditions of the sale will be available from the mortgagee’s attorney, Sonia J. Buck, Pierce Atwood LLP, Merrill’s Wharf, 254 Commercial Street, Portland, ME 04101; (207) 791-1238; [sbuck@pierceatwood.com](mailto:sbuck@pierceatwood.com) or the mortgagee’s auctioneer, Emily Tilton, Central Maine Auction Center, 44 Concord Drive, Hermon, ME 04401, (207) 848-7027; [emily@cmauctioncenter.com](mailto:emily@cmauctioncenter.com).

Dated: January 9, 2025

FIRST NATIONAL BANK

By: /s/ Sonia J. Buck  
Sonia J. Buck  
Its Attorney

## TERMS AND CONDITIONS OF SALE

Mortgage Foreclosure Auction  
597 Ayers Junction Road  
Pembroke, Maine

February 13, 2025 at 1:00 p.m.

First National Bank, as foreclosing mortgagee (the “Mortgagee”), will conduct a public auction in order to sell a certain parcel of real estate located at 597 Ayers Junction Road, Pembroke, Maine (the “Property”), more particularly described in a Mortgage from Leona F. Weickers and Allen C. Weickers to First National Bank f/k/a The First National Bank of Bar Harbor dated August 12, 2004, recorded in the Washington County Registry of Deeds in Book 2914, Page 290 (the “Mortgage”).

1. Date/Place of Sale: The Property shall be sold on February 13, 2025, at the Property address, 597 Ayers Junction Road, Pembroke, Maine, commencing at 1:00 p.m. (the “Sale”).
2. Nature of Sale: The Mortgagee is foreclosing on the Mortgage described above. Sale will be by public sale pursuant to 14 M.R.S. § 6323.
3. Terms of Sale:
  - A. The sale of the Property is subject to all of those terms set forth in the Notice of Public Sale published in the Ellsworth American on January 9, 2025, January 16, 2025 and January 23, 2025, and the additional terms set forth below.
  - B. The Property shall be offered and sold as a single lot. The Property will be sold subject to and with the benefit of all easements, appurtenances, restrictive covenants, rights of way of record, and any easements, restrictions and rights of way which are disclosed in the Notice of Sale or which are of record or which are visible upon the face of the earth or as set forth in the Mortgagee’s form of Purchase and Sale Agreement, a copy of which is available from the Mortgagee’s attorney.
  - C. The Property is being sold “**AS IS, WHERE IS, AND WITH ALL FAULTS.**” The Mortgagee assumes that bidders have inspected the Property prior to the sale. The Property is offered for sale “**AS IS, WHERE IS, AND WITH ALL FAULTS**” **unrepaired and without any express or implied warranties of any kind or nature.** The Mortgagee, the Mortgagee’s attorney, their agents and subagents, assume no liability for errors or omissions in these Terms and Conditions of Sale or in any of the property listings or advertising or promotional/publicity statements and/or materials. Although information has been obtained from sources deemed reliable, the Mortgagee, the Mortgagee’s attorney, their agents and subagents make no guaranties as to the accuracy of the

information herein contained or in any other property or listing or advertising or promotional/publicity statements and materials. Any information provided by the Mortgagee, the Mortgagee's attorney, their agents or subagents regarding the Property is for informational purposes only, and cannot be relied upon for any purpose. No representations or warranties are made regarding any matter including, without limitation, the accuracy or completeness of any information or materials provided or any comments made by the Mortgagee, the Mortgagee's attorney, their agents or subagents or regarding the environmental or any other condition condition of the Property.

- D. A deposit to bid of \$5,000 must be left with the Mortgagee's attorney prior to the Sale. Each deposit must be in the form of a bank cashier's check payable to Pierce Atwood LLP. The deposit to bid is nonrefundable as to the highest bidder. Unsuccessful bidders' checks will be returned immediately after the auction. The high bidder will be required to increase the deposit to 10% of the purchase price within five (5) days of the Sale.
- E. The Property shall be sold subject to any outstanding real estate taxes assessed by and due and payable to the Town of Pembroke for real estate taxes due for the current year and any other unpaid assessments due to municipal or quasi-municipal corporations.
- F. The balance of the purchase price for the Property will be due and payable within 30 days of the Sale.
- G. The deed to the Property will be a Quitclaim Deed Without Covenant. The high bidder shall at his/her/its cost pay all real estate transfer taxes (including the Mortgagee's share), whether assessed to purchaser or the Mortgagee.
- H. The sale is subject to all of the terms set forth in the Mortgagee's form of Purchase and Sale Agreement, distributed by the Mortgagee's attorney to all registered bidders at the time of registration.
- I. If the high bidder for the Property defaults by failing to pay the full purchase price for the Property within the time specified in the Purchase and Sale Agreement, or if such high bidder otherwise breaches the terms of the sale, the Mortgagee may, in addition to all other remedies allowed by law or equity, retain the full Deposit. In addition, the Property may be resold in any manner to any party and any deficiency, together with all expenses and costs of resale (including attorneys' fees) will be paid by the defaulting high bidder. In addition, and at the Mortgagee's sole and exclusive option, the Mortgagee may have the rights under the Purchase and Sale Agreement assigned to the Mortgagee, or to the Mortgagee's nominee, without any other or further action by the defaulting high bidder.

- J. The Mortgagee reserves the right, subject to applicable provisions of Maine law, to: (i) refuse or accept any irregular bids; (ii) hold periodic recesses in the sale process; (iii) continue the Sale from time to time without notice to any person; and (iv) amend the terms of the Sale as it deems in the best interest of the Mortgagee.
- K. A record of bidding will be maintained by the Mortgagee's attorney for the Mortgagee's own use. All persons present at the Sale and wishing to submit a bid must register and sign in with the Mortgagee's attorney and submit the requisite deposit in cash or certified funds prior to commencement of the bidding. The Mortgagee disclaims any responsibility for providing notice of any kind to any persons subsequent to the Sale on December 19, 2024.

4. Auction Procedure: Open and verbal. Unless otherwise announced, announcements made on the day of the sale will be subject to all printed material. Method, order of the Sale, and bidding increments shall be at the sole discretion of the Mortgagee's attorney. Reopenings of tie bids shall be determined by the Mortgagee's attorney. The Mortgagee's attorney reserves the right to modify the terms and structure of the Sale. The Mortgagee's attorney reserves the right to add to or change any of the terms and conditions of the Sale, to add or withdraw properties, and to adjourn, cancel, recess, delay or reschedule the Sale at any time before or during the auction.

5. Disclaimer: All bidders are invited to inspect 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, land use or hazardous waste regulations, laws or ordinances. The buyer shall assume responsibility and expense for any title search, title examination or title insurance. **THE MORTGAGEE EXPRESSLY AND SPECIFICALLY MAKES NO, AND SHALL MAKE NO, REPRESENTATIONS OR WARRANTIES REGARDING HAZARDOUS OR TOXIC WASTE, SUBSTANCES, MATTER OR MATERIALS, AS THOSE TERMS MAY BE DEFINED FROM TIME TO TIME BY APPLICABLE STATE, LOCAL AND FEDERAL LAWS, STORED OR OTHERWISE LOCATED ON ANY PARCEL.** The Mortgagee specifically disclaims, and buyer acknowledges that Mortgagee shall not be responsible for or obligated now or at any time in the future to, protect, exonerate, defend, indemnify and save buyer or its successors or assigns, harmless from and against any and all 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 premises.

6. Risk of Loss: The risk of loss with respect to the Property shall be with the high bidder therefor.

7. Possession: The high bidder for the Property shall only be entitled to possession at closing as set forth in the Purchase and Sale Agreement. The Property may be occupied by third parties at the time of the Sale and closing, and the Property is sold subject to any claims such third parties may have to continue possession.

8. Bidder's Registration: By signing a Bidder Registration Form, each bidder is signing a written and binding contract agreeing to all of the terms and conditions set forth herein. Proxy bids are subject to all terms and conditions of sale as listed herein or announced at the Sale. Any party submitting a proxy bid must be available, or have a representative available, to execute a purchase and sale agreement at the time of the Sale, in the form provided at the Sale, and such representative must provide documentation satisfactory to the Mortgagee's attorney that the representative is duly and appropriately authorized to act on behalf of the parties submitting the proxy bid.

9. Conflict With Purchase and Sale Agreement: In the event of a conflict between these Terms and Conditions of Sale and the terms of the Purchase and Sale Agreement executed by the Mortgagee and any successful bidder, the Purchase and Sale Agreement will control.



**PURCHASE AND SALE AGREEMENT**

597 Ayers Junction Road  
Pembroke, Maine

This Agreement entered into this 13<sup>th</sup> day of February, 2025, is by and between First National Bank f/k/a The First National Bank of Bar Harbor, having a mailing address of 223 Main Street, PO Box 940, Damariscotta, ME 04543-0940, hereinafter sometimes called “Seller”, and \_\_\_\_\_, whose mailing address is \_\_\_\_\_, hereinafter sometimes called “Buyer”.

WITNESSETH:

WHEREAS, Seller is desirous of selling all of its right, title and interest in and to certain land more particularly described on **Exhibit A** attached hereto and by this reference made a part hereof, together with all improvements and fixtures situated thereon (the “Property”); and

WHEREAS, Buyer is desirous of purchasing the Property at public sale for the sum of \$ \_\_\_\_\_ (the “Purchase Price”);

NOW, THEREFORE, Seller, in consideration of a deposit of \$5,000 (the “Deposit”), receipt of which is hereby acknowledged, does hereby agree to sell and convey the Property for the Purchase Price, plus all sales taxes applicable to the sale of the Property and Buyer agrees to purchase the same for the said price upon the following terms and conditions:

1. Buyer agrees to increase the amount of the Deposit to 10% of the Purchase Price within five (5) days of the date hereof.
2. Seller agrees, at the time of closing and upon receipt of the balance due of the Purchase Price, to execute and deliver to Buyer a Quitclaim Deed Without Covenant for the Property (the “Deed”). Seller hereby states and Buyer hereby acknowledges that title to the

Property is subject to the following easements, restrictions, encumbrances and other matters of record:

- (a) Any bankruptcy proceedings, and any and all provisions of federal, state or municipal zoning, subdivision or land use regulations, including without limitation, the provisions of 7 M.R.S. § 41 (Agricultural and Adjacent Development Law), and any other ordinances, municipal or quasi-municipal regulations, moratoriums or private laws;
- (b) Any condition which a physical examination of the Property might reveal;
- (c) Any encumbrances or encroachments that an adequate survey of the Property, by a competent surveyor, might reveal;
- (d) Rights of parties in possession, if any;
- (e) Unrecorded liens, including but not limited to, mechanics or materialmen liens, and liens for costs relating to hazardous substance sites pursuant to 38 M.R.S. § 1731, and recorded liens against all others than owners of record;
- (f) Easements and rights of way of record; and
- (g) Real estate tax liens of record.

Buyer agrees to accept conveyance of the Property subject to all of the above easements, covenants, restrictions, encumbrances and other matters set forth or referred to above.

3. BUYER ACKNOWLEDGES THAT BUYER HAS HAD AN OPPORTUNITY TO INSPECT THE PROPERTY AND THAT THE PROPERTY WILL BE SOLD “AS IS, WHERE IS” AND “WITH ALL FAULTS.” SELLER, AND ITS AGENTS, MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ACCURACY OF ANY STATEMENT AS TO BOUNDARIES OR ACREAGE, OR AS TO ANY OTHER MATTERS CONTAINED IN ANY DESCRIPTION OF THE PROPERTY, OR AS TO THE FITNESS OF

THE PROPERTY FOR A PARTICULAR PURPOSE, OR AS TO DEVELOPMENT RIGHTS, MERCHANTABILITY, HABITABILITY, OR AS TO ANY OTHER MATTER, INCLUDING, WITHOUT LIMITATION, LAND USE, ZONING AND SUBDIVISION ISSUES OR THE ENVIRONMENTAL, MECHANICAL OR STRUCTURAL CONDITION OF THE PROPERTY. FURTHERMORE, SELLER AND ITS AGENTS, MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE NUMBER, QUANTITY, QUALITY OR COUNT OF ANY ITEMS OF PERSONAL PROPERTY. ACCEPTANCE OF THE BUYER OF THE DEED AT CLOSING AND PAYMENT OF THE PURCHASE PRICE SHALL BE DEEMED TO BE FULL PERFORMANCE AND DISCHARGE BY SELLER OF EVERY AGREEMENT AND OBLIGATION CONTAINED HEREIN.

4. Buyer acknowledges that Buyer has not been influenced to enter into this transaction by Seller, or any Seller's agents, and Buyer has not relied upon any warranties or representations not set forth in this Agreement. Buyer acknowledges that Buyer has retained such professionals that Buyer deems necessary to determine the presence of any hazardous substances, hazardous wastes, asbestos, oil and petroleum waste, lead paint, urea formaldehyde foam insulation or other liability causing substances on, in, over or under the Property or any portion thereof.

5. Buyer agrees, at closing, to pay to Seller the balance of the Purchase Price in immediately available U.S. funds, cash or certified check, made payable to Seller and that acceptance of the Deed in consideration therefor by Buyer shall constitute a reaffirmation of the agreements, representations, warranties and acknowledgements of Buyer as set forth herein.

6. The closing shall be held no later than March 15, 2025, at Pierce Atwood LLP, 254 Commercial Street, Portland, Maine 04101, or such earlier date, time and place as Buyer and Seller may agree upon in writing.

7. It is agreed that time is of the essence to this Agreement and the closing.

8. If Seller fails to close, for any reason other than default of Buyer, Seller shall promptly return the Deposit to Buyer and Buyer shall not have any other or further claims against Seller. Buyer agrees that in the event that Buyer fails to close then, in addition to any other remedy available to Seller hereunder or under applicable law, Seller may retain the Deposit in partial payment of, but not satisfaction of its claim for damages, and, at Seller's sole and exclusive option, the rights of Buyer hereunder shall be assigned to Seller, or to Seller's nominee, without further notice or demand and Seller, or Seller's nominee, may consummate this Agreement in accordance with its terms.

9. If Buyer fails to pay the Purchase Price within the time set forth herein and/or fails to comply with any of the provisions of this Agreement, then, in addition to the remedies set forth in Section 8 above, the Property may be resold in any manner to any party and any deficiency, together with all expenses and costs of resale (including attorneys fees), will be paid by Buyer.

10. All unpaid real estate taxes due to the Town of Pembroke, plus interest, fees and costs, and other assessments and charges, including, but not limited to, water charges and sewer charges, attributable to the Property shall be the exclusive responsibility of, and shall be paid by, Buyer. Buyer shall also have exclusive responsibility for, and shall pay, any and all taxes imposed upon either Buyer or Seller upon the transfer or receipt of title to the Property as provided by 36 M.R.S. § 4642, et seq.

11. Buyer agrees that there is no real estate broker involved in this sale through any contract with Buyer and that no one is due a commission in conjunction with the sale or purchase of the Property. The agreements under this paragraph shall survive closing or termination of this Agreement.

12. No shareholder, director, employee, agent, parent corporation or officer of Seller shall be personally liable for any obligation, express or implied, hereunder. All notices which a party to this Agreement may desire to give hereunder shall be in writing and shall be given by U.S. mail, postage prepaid, or by recognized overnight delivery service, return-receipt requested, with postage prepaid, which service obtains a signature on delivery, or by hand delivery or email, addressed to the parties as follows:

If to Seller:                   First National Bank  
                                      223 Main Street  
                                      P.O. Box 940  
                                      Damariscotta, ME 04543-0940  
                                      Jennifer.dugan@thefirst.com

With a copy to:               Sonia J. Buck, Esq.  
                                      Pierce Atwood LLP  
                                      Merrill's Wharf  
                                      254 Commercial Street  
                                      Portland, ME 04101  
                                      sbuck@pierceatwood.com

If to Buyer:                   \_\_\_\_\_

                                      \_\_\_\_\_

                                      \_\_\_\_\_

Any party may designate another addressee (or a different address) for notices hereunder by notice given pursuant to this paragraph. A notice set in compliance with the provisions of this paragraph shall be deemed given on the business day following the day on which the notice is sent, unless such notice is given by email or hand delivery, in which case such notice shall be deemed to have been given on the day that it is sent.

13. Buyer represents to Seller that he/she/it has the financial capacity and financial resources to effect a closing within the time period specified by, and on the terms and conditions provided by, this Agreement. Buyer's obligation to purchase the Property is NOT conditioned, in whole or in part, upon Buyer's ability to obtain financing for the Purchase Price, or any portion thereof.

14. Buyer shall have no right to possession of the Property at any time prior to the closing. All risk of loss to the Property shall be born by Buyer prior to delivery of the Deed. In the event of casualty loss, Seller, at its sole and exclusive option, may terminate this Agreement in which case Seller's sole liability shall be to return the Deposit to Buyer.

15. The sale described herein is subject to all terms and conditions announced at the auction.

16. This Agreement shall be construed as a Maine contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns, and may only be cancelled, modified or amended by written instrument executed by both Seller and Buyer. Any captions contained herein are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties. This Agreement contains no contingencies and represents the Buyer's absolute obligation to purchase the Property in accordance with the terms hereof. All of the auction terms and conditions, written and oral, of the auction at which Buyer bid on the Property are incorporated herein by reference. In the case of a conflict with such terms and conditions, the terms of this Purchase and Sale Agreement shall govern. This Agreement may not be assigned by Buyer absent Seller's consent and any purported assignment shall be void and have no effect. This Agreement may be

assigned by Seller in accordance with the provisions of Paragraph 8 above. This Agreement represents the entire understanding and agreement of the parties hereto and Seller and Buyer acknowledge that neither is relying upon any statement or representation, written or oral, of any party or person which has not been embodied in this Agreement. This Agreement may be executed by Seller and Buyer on any number of separate counterparts, each of which, when so executed and delivered, shall be an original, and all such counterparts shall together constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. Federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first mentioned above.

FIRST NATIONAL BANK F/K/A THE FIRST  
NATIONAL BANK OF BAR HARBOR

By: \_\_\_\_\_  
Jennifer Dugan, VP Risk Manager

BUYER:

\_\_\_\_\_

Printed Name: \_\_\_\_\_

## EXHIBIT A

A certain lot or parcel of land with buildings thereon situated in Pembroke, County of Washington, State of Maine, and bounded and described as follows to wit:

Beginning at a point marked by an iron stake on the Easterly sideline of State Highway No. 214 leading from Pembroke to Charlotte, said beginning point marking the Northwest corner of the first lot described in a deed to the grantor from Ernest Guay et al, said deed being dated October 15, 1987 and recorded in the Washington County Registry of Deeds in Book 1474, Page 024, thence in a generally easterly direction along the North line of said lot one hundred and thirty-two (132) feet more or less to a point marked by an iron stake driven in the ground at the Northeast corner of said lot; thence continuing in a generally Easterly direction and along the Northerly line of the second lot conveyed in the deed mentioned above to a point marked by an iron stake driven in the ground; thence in a generally Southerly direction along the east line of the second lot mentioned above one hundred and seventy-five (175) feet, more or less, to a point marked by an iron stake driven in the ground; thence in a generally Westerly direction to a point which marks the midpoint of the West line of second lot mentioned above and the East line of the first lot mentioned above, thence continuing in a Westerly direction to a point on the East sideline of Route #214 which marks the midpoint of the West line of the first lot mentioned in the deed from Guay; thence in a generally northerly direction along the East sideline of Route #214, one hundred and seventy-five (175) feet more or less to the place of beginning.

Meaning and intending to convey the North 1/2 of both the 1st and 2nd lots as described in the deed from Guay, said deed of record in the Washington County Registry of Deeds in Book 1474, Page 24.

Excepting and reserving however to Lena F. Weickers, her heirs, assigns and transfers the right to draw water from a well located on the above described property, together with the right to buy, maintain and service such pipes and fixtures as are necessary to provide an adequate water supply for residential purposes.



## QUITCLAIM DEED WITHOUT COVENANT

### Release Deed

KNOW ALL MEN BY THESE PRESENTS, that FIRST NATIONAL BANK F/K/A THE FIRST NATIONAL BANK OF BAR HARBOR, having a place of business in Damariscotta, Maine (“Grantor”), in consideration of One Dollar (\$1.00) and other valuable consideration paid by \_\_\_\_\_, an individual Maine resident having a mailing address of \_\_\_\_\_ (“Grantee”), the receipt whereof is hereby acknowledged, does hereby remise, release, bargain, sell and convey, and forever quitclaim unto the said Grantee, his/her/their/its heirs and assigns forever, all of its right, title and interest, if any, in and to the property described in Exhibit A hereto incorporated herein by this reference (the “Property”).

THE PROPERTY HEREBY CONVEYED IS SOLD “AS IS, WHERE IS AND WITH ALL FAULTS.” GRANTOR, AND ITS AGENTS, MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ACCURACY OF ANY STATEMENT AS TO THE BOUNDARIES OR ACREAGE OF THE PROPERTY, OR AS TO ANY OF THE MATTERS CONTAINED IN ANY DESCRIPTION OF THE PROPERTY, OR AS TO THE FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE, OR AS TO DEVELOPMENT RIGHTS, MERCHANTABILITY, HABITABILITY, OR AS TO ANY OTHER MATTER, INCLUDING WITHOUT LIMITATION, LAND USE, ZONING AND SUBDIVISION ISSUES.

Grantor is transferring the Property in its capacity as foreclosing mortgagee and plaintiff pursuant to a civil action foreclosure under 14 M.R.S. § 6321 *et seq.*, brought in the Washington County Superior Court, being entitled ***First National Bank f/k/a The First National Bank of Bar Harbor v. Leona F. Weickers.***, Docket No. RE-24-9, relating to the foreclosure of a mortgage deed from Leona F. Weickers and Allen C. Weickers to First National Bank f/k/a The First National Bank of Bar Harbor dated August 12, 2004, recorded in the Washington County Registry of Deeds in Book 2914, Page 290. Grantee was the high bidder at the Foreclosure auction for the Property.

Conveyance of the Property is also subject to all unpaid real estate taxes and assessments, if any, due to the Town of Pembroke, together with interest, fees and costs thereon, and all other assessments and charges including, but not limited to, sewer and water charges, now or hereafter due.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed and delivered in its name by its officer, hereunto duly authorized, this \_\_\_\_ day of \_\_\_\_\_, 2025.

FIRST NATIONAL BANK F/K/A THE  
FIRST NATIONAL BANK OF BAR  
HARBOR

By: \_\_\_\_\_  
Jennifer Dugan, VP Risk Manager

STATE OF MAINE,  
COUNTY OF LINCOLN, SS. \_\_\_\_\_, 2025

Personally appeared the above-named Jennifer Dugan, VP Risk Manager of First National Bank, and acknowledged the foregoing instrument to be her free act and deed in said capacity, and the free act and deed of First National Bank.

Before me,

\_\_\_\_\_  
Notary Public/Attorney-at-Law  
Printed Name: \_\_\_\_\_

## EXHIBIT A

A certain lot or parcel of land with buildings thereon situated in Pembroke, County of Washington, State of Maine, and bounded and described as follows to wit:

Beginning at a point marked by an iron stake on the Easterly sideline of State Highway No. 214 leading from Pembroke to Charlotte, said beginning point marking the Northwest corner of the first lot described in a deed to the grantor from Ernest Guay et al, said deed being dated October 15, 1987 and recorded in the Washington County Registry of Deeds in Book 1474, Page 024, thence in a generally easterly direction along the North line of said lot one hundred and thirty-two (132) feet more or less to a point marked by an iron stake driven in the ground at the Northeast corner of said lot; thence continuing in a generally Easterly direction and along the Northerly line of the second lot conveyed in the deed mentioned above to a point marked by an iron stake driven in the ground; thence in a generally Southerly direction along the east line of the second lot mentioned above one hundred and seventy-five (175) feet, more or less, to a point marked by an iron stake driven in the ground; thence in a generally Westerly direction to a point which marks the midpoint of the West line of second lot mentioned above and the East line of the first lot mentioned above, thence continuing in a Westerly direction to a point on the East sideline of Route #214 which marks the midpoint of the West line of the first lot mentioned in the deed from Guay; thence in a generally northerly direction along the East sideline of Route #214, one hundred and seventy-five (175) feet more or less to the place of beginning.

Meaning and intending to convey the North 1/2 of both the 1st and 2nd lots as described in the deed from Guay, said deed of record in the Washington County Registry of Deeds in Book 1474, Page 24.

Excepting and reserving however to Lena F. Weickers, her heirs, assigns and transfers the right to draw water from a well located on the above described property, together with the right to buy, maintain and service such pipes and fixtures as are necessary to provide an adequate water supply for residential purposes.

# ERECORD

Tammy C. Gay Registrar of Deeds  
WASHINGTON COUNTY

STATE OF MAINE  
WASHINGTON, SS.

SUPERIOR COURT  
Docket No. RE-24-9

FIRST NATIONAL BANK F/K/A  
THE FIRST NATIONAL BANK OF  
BAR HARBOR,

Plaintiff

v.

LEONA F. WEICKERS,

Defendant

) **STIPULATED JUDGMENT OF**  
) **FORECLOSURE (TITLE TO**  
) **REAL ESTATE INVOLVED)**  
)  
) **597 AYERS JUNCTION ROAD,**  
) **PEMBROKE**  
)  
) **WASHINGTON COUNTY**  
) **REGISTRY OF DEEDS, BOOK 2914,**  
) **PAGE 290**  
)

Upon Request for Stipulated Judgment of Plaintiff, First National Bank, and Defendant, Leona F. Weickers pursuant to Rule 68 of the Maine Rules of Civil Procedure, the Court finds as follows:

1. Venue is properly laid in this Court.
2. On or about August 12, 2004, Plaintiff loaned Defendant and Allen C. Weickers the sum of \$75,000.00, and, to evidence the agreement of Defendant and Allen C. Weickers to repay said loan, Defendant and Allen C. Weickers executed and delivered to Plaintiff a Promissory Note in the amount of \$75,000.00 dated August 12, 2004 (the "Note").
3. The Note provides for the accrual of interest on the principal balance calculated at a variable rate of interest equal to the 1 Year Treasury Bill, plus 5.250%, rounded to the nearest 0.125%, subject to the limitation that the applicable rate of interest shall not be increased or decreased by more than 2.000% per year and shall not exceed 12.500%. The Note further provides (a) for the imposition of a late fee of 5.000% of any monthly payment not made within fifteen days of its due date, and (b) payment of costs and expenses in enforcing the Note, including reasonable attorneys' fees.

4. As security for the Note, Defendant and Allen C. Weickers granted Plaintiff a first priority mortgage lien on certain property owned by Defendant and Allen C. Weickers located at 597 Ayers Junction Road, Pembroke, Maine (the "Mortgaged Premises"), more particularly described in **Exhibit A** hereto, pursuant to a Mortgage from Defendant and Allen C. Weickers to Plaintiff dated August 12, 2004, recorded at the Washington County Registry of Deeds in 2914, Page 290 (the "Mortgage").

5. The Mortgage provides that Plaintiff is entitled to reimbursement of all costs incurred by Plaintiff in connection with preservation of the Mortgaged Premises.

6. Plaintiff is holder of the Note and Mortgage.

7. The Note is in default and the conditions of the Mortgage have been breached.

8. Allen C. Weickers passed away on July 2, 2024, leaving Defendant as the sole obligor under the Note and the Mortgage.

9. On or about August 29, 2024, this Court entered an Order dropping Allen C. Weicker as a defendant in this matter.

10. As of May 23, 2024, outstanding obligations under the Note totaled \$52,429.86, consisting of:

Principal:	\$48,925.09
Accrued Interest:	\$ 1,906.69
Late Charges:	\$ 123.28
Legal Fees:	\$ 1,426.00
Escrow – Real Estate Taxes:	(\$ 72.52)
Interest Accrued on Escrow:	(\$ 0.20)
Force Placed Insurance:	\$ 121.52
<b>TOTAL:</b>	<b>\$52,429.86</b>

11. Plaintiff is further owed under the Note and Mortgage:

- A. Additional interest accruing from May 24, 2024. Pursuant to 14 M.R.S.A. §§ 1602-B and 1602-C, the prejudgment interest rate is 9.375% per annum of said principal balance and the post-judgment interest is 10.73% per annum, which is the higher of the current rate under the Note or statutory rate.
  - B. Amounts advanced by Plaintiff after May 24, 2024, to protect the Property, including without limitation, real estate taxes, insurance premiums and costs through the date of redemption or sale and the completion of these proceedings; and
  - C. Additional attorneys' fees and expenses incurred after May 24, 2024, related to collection of the Note and foreclosure of the Mortgage.
12. The order of priority and the amount of the claim of each party having a lien

against the proceeds of the sale of the Property are as follows:

- A. First, Plaintiff, under the Mortgage: \$52,429.86, plus interest from May 24, 2024, to the date of judgment, at the rate of 9.375% per annum or \$12.53 per day, plus additional attorneys' fees and expenses paid by Plaintiff in connection with the collection of the Note and foreclosure of the Mortgage from May 24, 2024, through completion of sale, plus any amount advanced by Plaintiff to protect the Property, including but not limited to insurance premiums and real estate taxes; and
  - B. Second, Defendant Leona F. Weickers: Any excess sale proceeds.
13. There are no other parties and no other orders affecting the Property.
14. The names and addresses of all parties to this action are as follows:

Plaintiff: First National Bank  
PO Box 940  
Damariscotta, ME 04543

Counsel for Plaintiff: Sonia J. Buck  
Pierce Atwood LLP  
254 Commercial Street  
Portland, Maine 04101

Defendant Leona F. Weickers 268 Cottage Street, Floor 1  
Woonocket, Rhode Island 02895

Counsel for Defendant: None Appearing

15. The real estate subject to this judgment is located at 597 Ayers Junction Road, Pembroke, and is described in Exhibit A attached hereto and incorporated herein by reference (the "Property").

16. All parties have received notice of the proceedings in accordance with the Maine Rules of Civil Procedure.

17. The docket number of this foreclosure action is WASSC-RE-2024-9.

WHEREFORE, IT IS HEREBY ORDERED AND DECREED as follows:

(a) Judgment of foreclosure and sale is hereby entered in favor of Plaintiff against Defendant Leona F. Weickers.

(b) Defendant Leona F. Weickers having voluntarily and irrevocably waived all rights of redemption with respect to the Mortgage and the Mortgaged Premises, Plaintiff (through its agents or attorneys) may proceed with a sale of the Property, free and clear of all liens, except liens senior to the Mortgages, and, following sale, shall pay the proceeds of sale after satisfying expenses of sale, in the priority order and amounts set forth in paragraph 10 above; and

(c) All remaining rights of Leona F. Weickers to possession of the Property are hereby terminated, and a Writ of Possession shall issue to the Plaintiff for possession of the Property upon application for the same.

(d) By agreement, no writ of execution shall issue against Defendant or any deficiency; Plaintiff hereby waives any rights to recover any deficiency against Defendant.

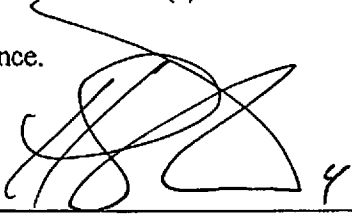
(e) Plaintiff shall record an attested copy of this judgment at the Washington County Registry of Deeds and shall pay the applicable recording fees. A certification by the Clerk that

any applicable appeal period has expired without action, or, if this judgment is appealed by any party, a certification of the appeal, shall be recorded with this judgment.

The Clerk is hereby directed to enter this Judgment as a final judgment pursuant to M.R. Civ. P. 54(b)(1).

The Clerk is specifically directed pursuant to M.R. Civ. P. 79(a) to enter this Judgment on the civil docket by a notation incorporating it by reference.

DATED: Nov 18, 2024

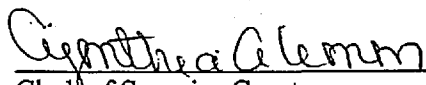
  
\_\_\_\_\_  
Superior Court Justice

ENTERED ON THE DOCKET:  
WASHINGTON COUNTY COURTS  
Date entered in the docket book: MACHIAS ME 11-18-2024

CERTIFICATION OF CLERK PURSUANT TO 14 M.R.S. § 2401(3)(F)

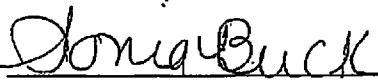
Pursuant to 14 M.R.S. § 2401(3)(F), it is hereby certified that no notice of appeal of the Judgment of Foreclosure and Sale in this matter was filed with the Clerk of Court in this action within the appeal period following the entry of judgment.

Dated: Jan 10, 2025

  
\_\_\_\_\_  
Clerk of Superior Court  
ASSOC

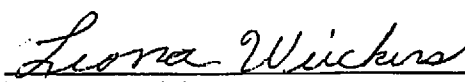
**SEEN AND AGREED:**

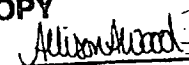
Plaintiff, First National Bank  
By its Attorney

  
\_\_\_\_\_  
Sonia J. Buck, Esq., Bar No. 9847  
Pierce Atwood, LLP  
254 Commercial Street  
Portland, ME 04101  
(207) 791-1238

**SEEN AND AGREED:**

Defendant, Leona F. Weickers

  
\_\_\_\_\_  
Leona F. Weickers  
268 Cottage Street, Floor 1  
Woonsocket, RI 02895

**A TRUE COPY**  
ATTEST:   
\_\_\_\_\_  
CLERK



**EXHIBIT A**

A certain lot or parcel of land with buildings thereon situated in Pembroke, County of Washington, State of Maine, and bounded and described as follows to wit:

Beginning at a point marked by an iron stake on the Easterly sideline of State Highway No. 214 leading from Pembroke to Charlotte, said beginning point marking the Northwest corner of the first lot described in a deed to the grantor from Ernest Guay et al, said deed being dated October 15, 1987 and recorded in the Washington County Registry of Deeds in Book 1474, Page 024, thence in a generally easterly direction along the North line of said lot one hundred and thirty-two (132) feet more or less to a point marked by an iron stake driven in the ground at the Northeast corner of said lot; thence continuing in a generally Easterly direction and along the Northerly line of the second lot conveyed in the deed mentioned above to a point marked by an iron stake driven in the ground; thence in a generally Southerly direction along the east line of the second lot mentioned above one hundred and seventy-five (175) feet, more or less, to a point marked by an iron stake driven in the ground; thence in a generally Westerly direction to a point which marks the midpoint of the West line of second lot mentioned above and the East line of the first lot mentioned above, thence continuing in a Westerly direction to a point on the East sideline of Route #214 which marks the midpoint of the West line of the first lot mentioned in the deed from Guay; thence in a generally northerly direction along the East sideline of Route #214, one hundred and seventy-five (175) feet more or less to the place of beginning.

Meaning and intending to convey the North 1/2 of both the 1st and 2nd lots as described in the deed from Guay, said deed of record in the Washington County Registry of Deeds in Book 1474, Page 24.

Excepting and reserving however to Lena F. Weickers, her heirs, assigns and transfers the right to draw water from a well located on the above described property, together with the right to buy, maintain and service such pipes and fixtures as are necessary to provide an adequate water supply for residential purposes.

2024 Real Estate Tax Bill

TAX COLLECTOR  
TOWN OF PEMBROKE  
PO BOX 125  
PEMBROKE ME 04666

Current Billing Information	
Land	23,000
Building	97,500
Assessment	120,500
Exemption	22,940
Taxable	97,560
Original Bill	2,321.93
Rate Per \$1000	23.800
Paid To Date	2,321.93
<b>Total Due</b>	<b>0.00</b>

R791  
WEICKERS, ALLEN C  
WEICKERS, LEONA F  
597 AYERS JCT RD  
PEMBROKE ME 04666

Acres: 5.00  
Map/Lot 012-003-00A Book/Page B2361P197 Payment Due 3/14/2025 0.00  
Location 597 AYERS JCT RD  
3.00% discount available. To obtain, pay 0.00 in full by 11/13/2024

Information

WITHOUT STATE AID FOR EDUCATION, HOMESTEAD EXEMPTION REIMBURSEMENT  
AND STATE MUNICIPAL REVENUE SHARING, YOUR TAX BILL WOULD HAVE BEEN 36% HIGHER.

RECEIVE A 3% DISCOUNT IF TAXES ARE PAID IN FULL NO LATER THAN 11/14/2024.  
RECEIVE A 2% DISCOUNT IF PAID IN FULL NO LATER THAN 12/15/2024.

THE TOWN OF PEMBROKE HAS NO BONDED INDEBTEDNESS.  
TAXES NOT PAID BY March 14, 2025 WILL INCUR INTEREST  
AT THE RATE OF 4% STARTING MARCH 15, 2025..

FOR A RECEIPT, ENCLOSE A SELF ADDRESSED STAMPED ENVELOPE.  
PARTIAL PAYMENT OF TAXES ARE ACCEPTED AT ANY TIME.

Current Billing Distribution

SCHOOL	74.30%	1,725.19
COUNTY	10.00%	232.19
MUNICIPAL	15.70%	364.54

Remittance Instructions

Please make checks or money orders payable to  
Town of Pembroke and mail to:

Janice Scanlon, Tax Collector  
PO Box 125  
Pembroke ME 04666

Town Office Phone 207-726-2036

N/A

Due Date	Amount Due	Amount Paid
3/14/2025	0.00	

Please remit this portion with your first payment

2024 Real Estate Tax Bill

Account: R791  
Name: WEICKERS, ALLEN C  
Map/Lot: 012-003-00A  
Location: 597 AYERS JCT RD

3/14/2025 0.00

Due Date	Amount Due	Amount Paid

First Payment

Dennysville

Map 13



**PROPERTY MAP**  
**TOWN OF PEMBROKE** Map 10  
**WASHINGTON COUNTY, MAINE**

1,000 0 Feet



1 inch equals 1,000 feet

Map 11

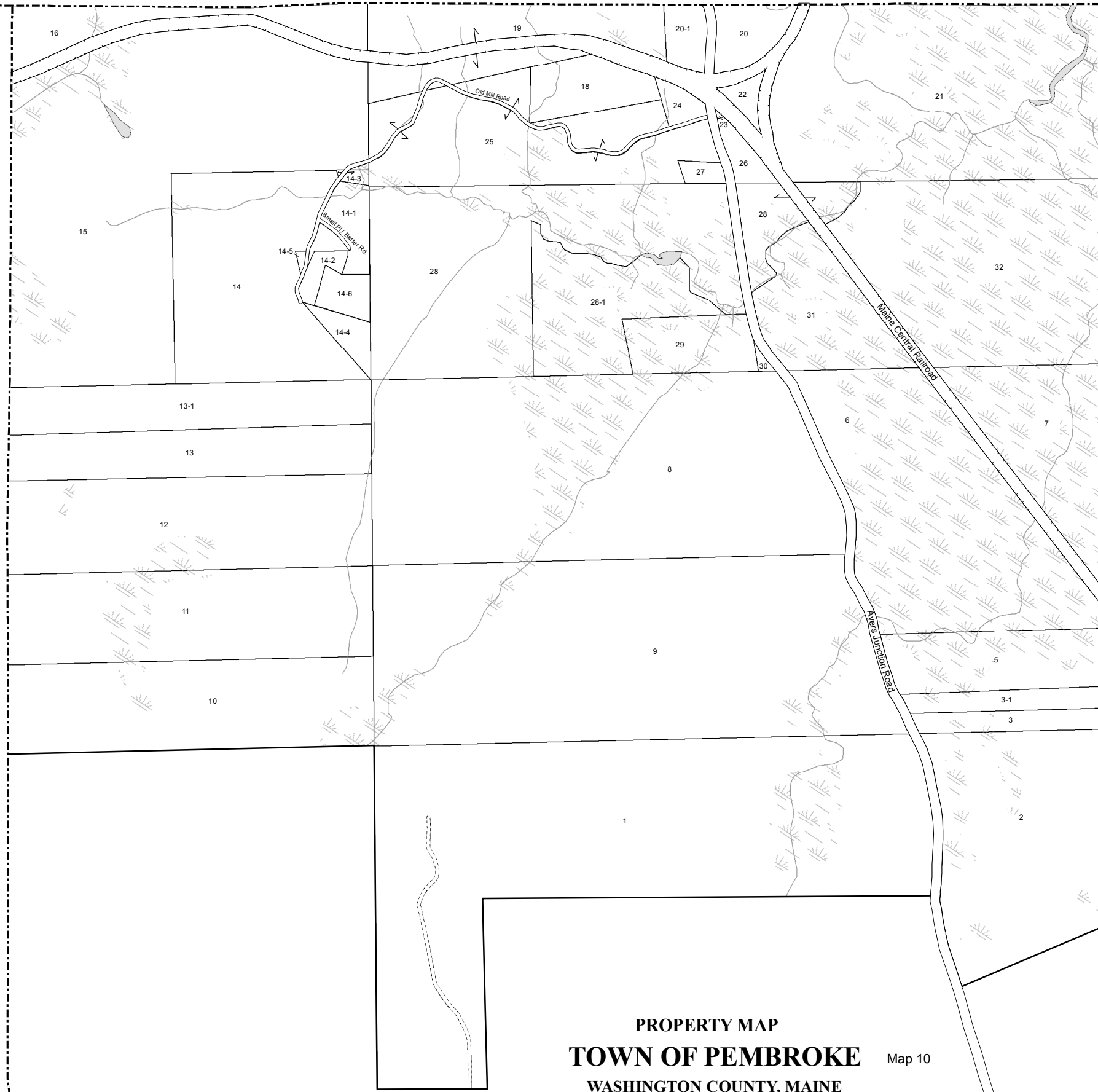
**Map 12**

Ayers Junction Rd. & Charlotte Town Line



Prepared by:  
University of Maine at Machias  
Geographic Information Systems Laboratory & Service Center  
9 O'Brien Avenue - Machias, Maine  
2007

FOR ASSESSMENT PURPOSES ONLY, NOT TO BE USED FOR CONVEYANCES



**DISCLOSURES RELATIVE TO PROPERTY**

**Auction # R25-331**

**Location:** 597 Ayers Junction Road, Pembroke, ME

**Disclosure for Heating System:**

Type _____	Not Known <u> X </u>
Age of System _____	Not Known <u> X </u>
Name of Service Company _____	Not Known <u> X </u>
Annual Consumption per Source _____	Not Known <u> X </u>
Malfunctions or Problems _____	Not Known <u> X </u>

**Disclosure for Waste Disposal System:**

Type of System _____	Not Known <u> X </u>
Date of Installation _____	Not Known <u> X </u>
Size and Type of Tank _____	Not Known <u> X </u>
Location of Field and Tank _____	Not Known <u> X </u>
Malfunctions _____	Not Known <u> X </u>
Service and Contracting _____	Not Known <u> X </u>

**Disclosure for Private Water Supply:**

Type of System _____	Not Known <u> X </u>
Date of Installation _____	Not Known <u> X </u>
Malfunctions _____	Not Known <u> X </u>
Location _____	Not Known <u> X </u>
Date and Result of Tests _____	Not Known <u> X </u>

**Disclosure for Public Water Supply:**

Line Malfunctions _____	Not Known <u> X </u>
-------------------------	----------------------

**Disclosure for Known Hazardous Materials including but not limited to:**

Asbestos _____	Not Known <u> X </u>
Radon _____	Not Known <u> X </u>
Lead Paint _____	Not Known <u> X </u>
Chemical Spills on Property _____	Not Known <u> X </u>
Underground Tanks _____	Not Known <u> X </u>

Signature of Seller \_\_\_\_\_ Date \_\_\_\_\_

Signature of Buyer \_\_\_\_\_ Date \_\_\_\_\_