



PROPERTY INFORMATION PACKAGE



House & Land 42 Swan Lake Ave, Monroe, ME

Property Location: 42 Swan Lake Ave, Monroe, ME

Property Number: R25-332

Live Bidding Time: Thursday, April 17th 2025 @ 11:00 am

Preview Time: Monday, April 7th 2025 @ 11:00-12:00 pm

Live Bidding Location: On-Site

Acres: 8.30

Map/Lot: Map 015 Lot 046

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:

Bangor Savings Bank and Central Maine Auction Center, in conjunction with Realty of Maine would like to announce auction R25-332 consisting of real estate at 42 Swan Lake Ave, Monroe, 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 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 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.

STATE OF MAINE
WALDO, ss.

SUPERIOR COURT
Docket No. BELSC-RE-2023-16

BANGOR SAVINGS BANK,)
)
PLAINTIFF)
)
v.)
)
TERESA M. CLOUTIER, Special)
Administrator of the Estate of Marjorie R.)
Helander,)
)
DEFENDANT)
)

*****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., Deputy General Counsel, Bangor Savings Bank, P.O. Box 930, Bangor, ME 04402-0930 ■ (207) 942-5211

TERMS AND CONDITIONS OF PUBLIC SALE

Bangor Savings Bank v. Teresa M. Cloutier, Special Administrator
of the Estate of Marjorie R. Helander
42 Swan Lake Avenue, Monroe, Waldo County, Maine

The following are the terms and conditions of the public sale of the real property subject to a Mortgage granted to Bangor Savings Bank by Marjorie R. Helander and John P. Helander, said Mortgage having been foreclosed as described in the Judgment of Foreclosure and Sale dated March 15, 2024, and entered by the Superior Court for Waldo County, Belfast, Maine, in the matter of Bangor Savings Bank v. Teresa M. Cloutier, Special Administrator of the Estate of Marjorie R. Helander (Docket No. BELSC-RE-2023-16).

1. The property to be sold includes the real estate, together with any improvements thereon, located generally at 42 Swan Lake Avenue, Monroe, Waldo County, Maine, more particularly described in the Mortgage Deed from Marjorie R. Helander and John P. Helander to Bangor Savings Bank dated April 17, 2012, and recorded in the Waldo County Registry of Deeds in Book 3643, Page 123 (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. and the Judgment of Foreclosure and Sale referenced above.

3. The public sale will be held on April 17, 2025, at 11:00 a.m. at 42 Swan Lake Avenue, Monroe, 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 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. 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 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 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 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. 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 the Auctioneer 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, 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 BANGOR SAVINGS BANK, CENTRAL MAINE AUCTION COMPANY, OR THEIR 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 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, 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 Bangor Daily News on March 8, 15, and 22, 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

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, 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 42 Swan Lake Avenue, Monroe, Waldo County, Maine, being more particularly described in a Mortgage Deed from Marjorie R. Helander and John P. Helander to Bangor Savings Bank, dated April 17, 2012, and recorded in the Waldo County Registry of Deeds in Book 3643, Page 123, 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 Bangor Savings Bank in the amount of Five Thousand Dollars (\$5,000.00), receipt of which nonrefundable deposit is acknowledged by the Auctioneer's signature below. The balance of the total purchase price shall be paid in certified U.S. funds made payable to Bangor Savings Bank at closing. For the sake of convenience, the amounts required to be paid in accordance with this paragraph are as follows:

[a] Total Purchase Price (bid amount) \$ _____

[b] Non-refundable Deposit \$ 5,000.00

[c] Additional Deposit (if any) \$ _____

[d] Total Deposits ([b] + [c]) \$ _____

[e] Balance Due at Closing ([a] - [d]) \$ _____

3. Closing: The closing shall take place at Bangor Savings Bank, 127 Community Drive, 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 (except, as may be applicable, the mobile home located on the real estate). 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 April 17, 2025.

19. Entire Agreement; Governing Law: This Agreement, including the incorporated provisions and the Disclosure, constitutes the entire agreement between the parties, supersedes all prior negotiations and understandings, and shall not be altered or amended, except by written amendment signed by the Seller and the Purchaser. This Agreement shall be governed by Maine law. For purposes hereof, the date of this Agreement is April 17, 2025.

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:

BANGOR SAVINGS BANK

_____	By _____	_____
	Tammy J. Inman	Date
	Its 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, Maine, for consideration paid, releases to _____, of _____, _____, having a mailing address of _____, said Grantee being the high bidder at public sale, any and all right, title and interest in and to a certain lot or parcel of land with the buildings thereon, situate in Monroe, Waldo County, Maine, and bounded and described as follows:

Commencing at a rebar set on the easterly boundary line of State Route #141, also known as the Belfast Road, at the northwest corner of land of Adelbert and Florence Vanidestine, which parcel is described in a deed recorded in the Waldo County Registry of Deeds, Volume 615, Page 469. Also being at the southwest corner of the parcel described herein; thence N 87° 14' 00" E by and along the northerly boundary line of said Vanidestine a distance of 115.50 feet to a rebar set at the northeast corner of said Vanidestine's property; thence N 52° 28' 00" E a distance of 760.00 feet to a rebar set at the top of the bank of the North Branch of Marsh Stream; thence continuing on the same bearing a distance of 60 feet, more or less, to the thread of said stream; thence in a generally northwesterly direction following the thread of said stream a distance of 180 feet, more or less, to a point where the thread of said stream intersects the thread of a brook; thence in a generally westerly direction following the thread of said brook by and along the southerly boundary lines of Marshall Allen, which parcel is described in a deed recorded in said Registry in Volume 700, Page 22, also by land of Reginald D. and Sally M. Mitchell, which parcel is described in a deed recorded in said Registry in Volume 691, Page 13, and also by land of James and Carolyn Knight, which parcel is described in deed recorded in said Registry in Volume 678, Page 549, a total distance of 800 feet, more or less, to a point where the thread of the brook intersects the easterly sideline of said State Route #141 at the southwest corner of said Knight's property; thence S 05° 02' 28" E by and along the easterly sideline of said Route #141 a distance of 207 feet, more or less, to a rebar set at the northwest corner of land of the New England Telephone and Telegraph Company, which parcel is described in a deed recorded in said Registry in Volume 531, Page 75; thence N 84° 57' 32" E by and along the northerly boundary line of Telephone Company a distance of 100.00 feet to a rebar set at the northeast corner of said Telephone Company's property; thence S 05° 02' 28" E by and along the easterly boundary line of said Telephone Company a distance of 100.00 feet to a rebar set at the southeast corner of said Telephone Company's property; thence S 84° 57' 32" W by and along the southerly boundary line of said Telephone Company a distance of 100.00 feet to a rebar set on the easterly sideline of said Route #141 at the southwest corner of said Telephone Company's property; thence S 05° 02' 28" E by and along the easterly sideline of said Route #141 a distance of 298.00 feet to the rebar set at the point of beginning. The above-described premises contains 8.3 acres of land, more or less. All described courses are magnetic and of the year 1989.

Being a portion of the same premises conveyed to Thomas P. and Sharon A. Cole by Warranty Deed of Gregory K. and Catherine H. Hunt, dated November 20, 1979, and recorded in the Waldo County Registry of Deeds, Volume 773, Page 467.

Subject to all outstanding municipal fees, charges, encumbrances, and liens, whether or not

of record in the Waldo County Registry of Deeds. Further subject to all real estate transfer taxes.

For Grantor's source of title, reference may be had to the Mortgage granted by Marjorie R. Helander and John P. Helander to Bangor Savings Bank dated April 17, 2012, and recorded in the Waldo County Registry of Deeds in Book 3643, Page 123 (the "Mortgage"). The Grantor foreclosed the Mortgage by virtue of a Judgment of Foreclosure and Sale dated March 15, 2024 and entered by the Superior Court for Waldo County, Belfast, Maine, in the matter of Bangor Savings Bank v. Teresa M. Cloutier, Special Administrator of the Estate of Marjorie R. Helander (Docket No. BELSC-RE-2023-16), 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: Bangor Daily News.

Dates of Publication: March 8, 15, and 22, 2025.

Sale Date¹: April 17, 2025.

IN WITNESS WHEREOF, Bangor Savings Bank has caused this instrument to be signed by its undersigned officer, duly authorized, this _____ day of April, 2025.

WITNESS:

BANGOR SAVINGS BANK

By _____
Tammy J. Inman
Its Vice President

State of Maine
Kennebec, ss.

April _____, 2025

Personally appeared the above-named Tammy J. Inman, Vice President of Bangor Savings Bank, and acknowledged before me the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of Bangor Savings Bank.

Notary Public/Attorney-at-Law

Print or type name as signed

¹ In the event the public sale was adjourned and continued from the date reflected in the notice of public sale as published by such newspaper, such continuance was accomplished in accordance with 14 M.R.S. § 6323(1).

NOTICE OF PUBLIC SALE

14 M.R.S. § 6323

Notice is hereby given that in accordance with a Judgment of Foreclosure and Sale dated March 15, 2024, which judgment was entered on March 15, 2024 by the Superior Court for Waldo County, Belfast, Maine, in an action brought by **Bangor Savings Bank** against **Teresa M. Cloutier, Special Administrator** of the **Estate of Marjorie R. Helander**, Docket No. BELSC-RE-2023-16, and wherein the Court adjudged a foreclosure of a Mortgage Deed granted by Marjorie R. Helander and John P. Helander dated April 17, 2012, and recorded in the Waldo County Registry of Deeds in Book 3643, Page 123, the period of redemption from said judgment having expired, a public sale will be conducted on April 17, 2025, commencing at 11:00 a.m. at 42 Swan Lake Avenue, Monroe, Maine. The property to be sold is further described on the Town of Monroe Tax Maps at Map 15, Lot 46. 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 Bangor Savings Bank, and must sign a Purchase and Sale Agreement with Bangor Savings Bank, which agreement shall provide in part (i) that the purchaser will be responsible for all real estate and/or personal property taxes and other municipal charges attributable to the respective property unpaid and in arrears and for all subsequent tax years as assessed by the Town of Monroe, 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. Bangor Savings Bank expressly reserves the right to bid, to modify the terms of the sale set forth above, to add additional terms as it so wishes, and to authorize the mortgagors to sell the property prior to the sale date. All other terms and conditions of sale, including any modification or additions to the terms set forth above, will be announced by the auctioneer at the time of the sale.

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

**RE Account 315 Detail
as of 03/24/2025**

Name: HELANDER, MARJORIE
Location: 42 SWAN LAKE AVE
Acreage: 8.3 Map/Lot: 015-046
Book Page: B773P467

Land: 27,203
Building: 144,621
Exempt 31,000
Total: 140,824

2024-1 Period Due:

- 1) 1,079.54
- 2) 1,042.10

Ref1:

Mailing PO BOX 785
Address: Monroe Maine 04951

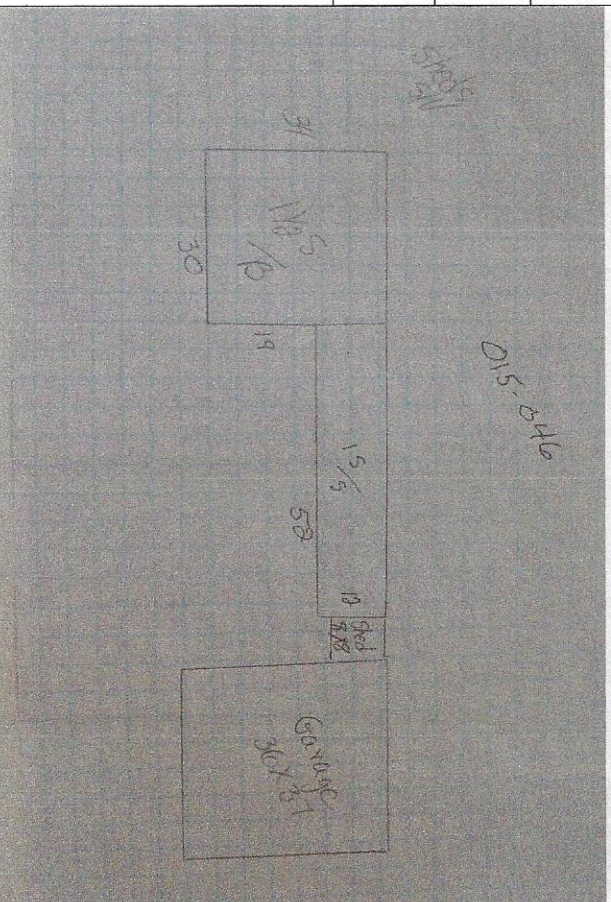
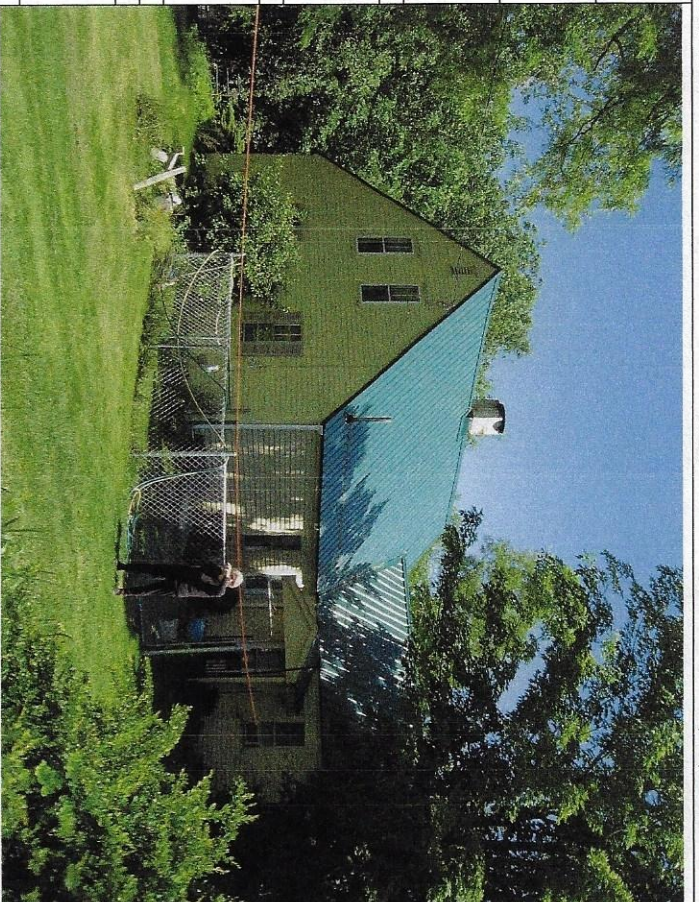
Year	Date	Reference	P C	Principal	Interest	Costs	Total
2024-1	R			2,084.20	37.44	0.00	2,121.64
2023-1	L *			1,858.88	144.53	68.46	2,071.87
2022-1	R			8.34	0.62	0.00	8.96
2021-1	R			0.00	0.00	0.00	0.00
2020-1	R			0.00	0.00	0.00	0.00
2019-1	R			0.00	0.00	0.00	0.00
2018-1	R			0.00	0.00	0.00	0.00
2017-1	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 03/24/2025				3,951.42	182.59	68.46	4,202.47

Per Diem

2024-1	0.3763
2023-1	0.3098
2022-1	0.0009
Total	0.6871

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

Building Style	1 Conventional	SF Bsm't Living	0	Layout	1 Typical
0.Uncorred	4.Cape	8.Post	0	1.Typical	4.
1.Cornv.	5.Garrison	9.Other	0	2.Inadeq	5.
2.Ranch	6.Split	11.	0	3.Horrid	6.
3.R.Ranch	7.Contemp	12.	0	4.Attic	9.
Dwelling Units	1	0.Uncorred	4.Steam	8.F/Wall	
Other Units	0	1.HWBB	5.FWA	9.No Heat	
Stories	4 One & 1/2 Story	2.HWCI	6.GravWA	10.Radiant	
1.1	4.1.5	3.H Pump	7.Electric	12.	
2.2	5.1.75	Cool Type	0% 9 None	Insulation	1 Full
3.3	6.2.5	1.Refrig	4.W&C Air	1.Full	4.Minimal
Exterior Walls	2 Vinyl/Aluminum	2.Evapor	5.	2.Heavy	5.Partial
0.Uncorred	4.Aspbestos	3.H Pump	6.	3.Capped	6.
1.Wood	5.Stucco	Kitchen Style	2 Typical	Unfinished %	0%
2.Vin/Al	6.Brick	1.Remodel	4.Obsolete	Grade & Factor	3 Average 100%
3.Compos.	7.Stone	2.Typical	5.	1.E Grade	4.B Grade
Roof Surface	3 Sheet Metal	3.Old Type	6.	2.D Grade	5.A Grade
1.Asphalt	4.Composit	Bath(s) Style	2 Typical Bath(s)	3.C Grade	6.
2.Slate	5.Wood	1.Remodel	4.Obsolete	SQFT (Footprint)	1020
3.Metal	6.Other	3.Old Type	5.	Condition	4 Average
SF Masonry Trim	0	4.Old Type	7.	1.Poor	4.Avg
OPEN-3-CUSTOM	0	5.	8.	2.Fair	5.Avg+
OPEN-4-CUSTOM	0	6.	9.None	3.Avg-	6.Good
Year Built	1900	# Rooms	0	Phys. % Good	0%
Foundation	3 Brick &/or Stone	# Bedrooms	0	Funcnt. % Good	100%
1.Concrete	4.Wood	# Full Baths	1	Functional Code	9 None
2.C Block	5.Slab	# Half Baths	0	1.Incomp	4.Bsm't
3.Br/Stone	6.Piers	# Addn Fixtures	0	2.O-Built	5.
Basement	3 3/4 Basement	# Fireplaces	0	3.Damage	6.
1.1/4 Bmt	4.Full Bmt			Econ. % Good	100%
2.1/2 Bmt	5.None			Economic Code	None
3.3/4 Bmt	6.			0.None	3.No Power
Bsm't Gar # Cars	0			1.Location	4.Generato
Wet Basement	3 Wet Basement			2.Enriched	5.Solar
1.Dry	4.			Entrance Code	0
2.Damp	5.			1.Interior	4.Vacant
3.Wet	6.			2.Refusel	5.Estimate
				3.Informed	6.
				Information Code	0

[illegible]



DISCLOSURES RELATIVE TO PROPERTY

Auction # R25-332

Location: 42 Swan Lake Ave, Monroe, 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>