



PROPERTY INFORMATION PACKAGE



House & Land

65 Macmasters Lane, Gardiner, ME

Property Location: 65 Macmasters Lane, Gardiner, ME

Property Number: R25-333

Live Bidding Time: Thursday, May 1st 2025 @ 1:00 pm

Preview Time: Tuesday, April 22nd 2025 @ 2-3:00 pm

Live Bidding Location: On-Site

Acres: 2.34 Acres

Map/Lot: Map 005 / 012-D

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 R25-333 consisting of real estate at 65 Macmasters Lane, Gardiner, 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.

TERMS AND CONDITIONS OF PUBLIC SALE

Bangor Savings Bank, successor by merger with Damariscotta Bank & Trust Company v. Michael A. MacMaster et al.
65 MacMaster Road, South Gardiner, Kennebec County, Maine

The following are the terms and conditions of the public sale of the real property subject to a mortgage granted to Damariscotta Bank & Trust Company by Michael A. MacMaster and Heather M. MacMaster, said mortgage having been foreclosed as described in the Judgment of Foreclosure and Sale dated June 7, 2024, and entered by the Superior Court for Kennebec County at Augusta, Maine, in the matter of Bangor Savings Bank v. Michael A. MacMaster et al. (Docket No. AUGSC-RE-2023-41).

1. The property to be sold includes the real estate, together with any improvements thereon located generally at 65 MacMaster Road, South Gardiner, Kennebec County, Maine, more particularly described in the Mortgage Deed from Michael A. MacMaster and Heather M. MacMaster to Damariscotta Bank & Trust Company dated November 30, 2007, and recorded in the Kennebec County Registry of Deeds in Book 9594, Page 103 (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 Saving 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 Emily Tilton, 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 scheduled for May 1, 2025, at 1:00 p.m. at 65 MacMaster Road, South Gardiner, Maine.

4. Bangor Saving 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 Saving Bank further reserves the right to bid without submitting any deposit and to withdraw any bid made by it. Bangor Saving 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 Central Maine Auction Center, in order to participate in the public sale. At the completion of the sale, subject to confirmation by Bangor Saving 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 Saving 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) days from the date of public sale as set forth in the Purchase and Sale Agreement.

7. Bangor Saving Bank and the successful bidder authorize the Auctioneer, its agents and employees, to disclose the public auction highest bid price to any party prior to the actual closing date, or in the event of a non-confirmed, canceled, or defaulted sale.

8. Bangor Saving 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 Saving Bank's share of such taxes (36 M.R.S. §§ 4641 et seq.), as applicable, shall be paid by the purchaser at closing.

9. 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 Saving 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.

10. 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.

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

12. Bangor Saving Bank specifically disclaims, and purchaser acknowledges that Bangor Saving 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.

13. 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.

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

15. 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 Saving 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 Saving Bank shall have no obligation, and specifically disclaims any responsibility, to provide notice of any kind to any person subsequent to the public sale.

16. All of the terms and conditions set forth in the notice of public sale published in the Kennebec Journal on March 30, April 6 and 13, 2025 are deemed to be incorporated herein by reference.

17. 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.

18. 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.

19. 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, successor by merger with Damariscotta Bank & Trust Company, a Maine banking corporation having a place of business in Bangor, Maine (the "Seller"), and _____, whose address is _____, _____ ([collectively] the "Purchaser"), for consideration paid, agree as follows:

1. Purchase and Sale of Property: Subject to the terms and conditions set forth herein, Seller hereby agrees to sell to Purchaser, and Purchaser hereby agrees to purchase from Seller the real estate, together with any improvements thereon, located generally at 65 MacMaster Road, South Gardiner, Kennebec County, Maine, being more particularly described in a Mortgage Deed from Michael A. MacMaster and Heather M. MacMaster to Damariscotta Bank & Trust Company, dated November 30, 2007, and recorded in the Kennebec County Registry of Deeds in Book 9594, Page 103, the legal description therein being incorporated herein by reference (the "Property").

2. Purchase Price: The purchase price for the Property is (bid amount) _____ (\$ _____). Purchaser has this day deposited cash or certified U.S. funds made payable to Bangor Savings Bank in the amount of Five Thousand Dollars (\$5,000.00), receipt of which nonrefundable deposit is acknowledged by Auctioneer's signature below. The balance of the total purchase price shall be paid in certified U.S. funds made payable to Bangor Saving 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 (f any)	\$ _____	
[d] Total Deposits ([b] + [c])		\$ _____
[e] Balance Due at Closing ([a] - [d])		\$ _____

3. Closing: The closing shall take place at Eaton Peabody, 100 Middle Street, Portland, Maine 04101, or at such other place as may be agreed between the parties, on or before thirty (30) days from the date of this Agreement, at a date and time mutually agreeable to the parties.

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

responsibility and expense for any title search, title examination or title insurance. Seller shall not be required to execute any title insurance affidavits or similar documents relating to the Property.

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

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

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

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

6. Residential Real Property Disclosures: 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. Public Auction Highest Bid Price Disclosure: The Seller and Purchaser authorize the Auctioneer, its agents and employees, to disclose the public auction highest bid price to any party prior to the actual closing date, or in the event of a non-confirmed, canceled, or defaulted sale.

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

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

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

11. Broker's Commission: Each party represents to the other that it has not dealt with any real estate broker nor is there any broker's commission due in connection with Purchaser's purchase of the Property. In the event that a broker claims such a commission, the party having contact with said broker shall be responsible for satisfying such claim for commission.

12. 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.

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

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

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

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

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

18. 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.

19. 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 May 1, 2025.

20. 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 Seller and Purchaser. This Agreement shall be governed by Maine law. For purposes hereof, the date of this Agreement is May 1, 2025.

21. Time for Performance: TIME IS OF THE ESSENCE. Should Purchaser default in any obligation under this Agreement, Purchaser agrees to indemnify and hold Seller harmless from

any resulting or consequential loss, claim, or damage of any kind whatsoever, including but not limited to any attorneys' fees incurred by Seller.

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

WITNESSES:

BANGOR SAVINGS BANK, successor by merger to
Damariscotta Bank & Trust Company

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 CENTER

By _____
Date

RELEASE DEED

DLN # _____

BANGOR SAVINGS BANK, successor by merger with Damariscotta Bank & Trust Company, a Maine banking corporation, with a place of business in Bangor, Penobscot County, Maine, for consideration paid, releases to _____, of _____, having a mailing address of _____, said Grantee being the high bidder at public sale, any and all right, title and interest in and to a certain lot or parcel of land with the building thereon situated in South Gardiner, County of Kennebec and State of Maine, bounded and described as follows:

Beginning at the southwest corner of land owned by Jason T. MacMaster and running in an extension of the southerly line of land owned by Brian R. and Rhoda B. MacMaster in a generally westerly direction three hundred (300) feet, more or less, to a point marked by a stake; thence running at a right angle in a generally northerly direction three hundred forty (340) feet, more or less, to a stake on the southerly boundary of land now owned or formerly owned by Bishop; thence running a right angle in a generally easterly direction along the southerly boundary of land now owned or formerly owned by said Bishop for a distance of three hundred (300) feet, more or less, to a stake at the northwesterly corner of land owned by said Jason T. MacMaster; thence running at a right angle in a generally southerly direction along the westerly boundary of land owned by the said Jason T. MacMaster for a distance of three hundred forty (340) feet, more or less, to the point of beginning.

Also conveying to the grantee herein, his heirs and assigns, the right to pass over, by foot or vehicle, or to erect utilities over or through a certain private way being a strip of land running east and west, sixty-five (65) feet wide, more or less, bordered on the north by the above lot being conveyed and by the land of Julianne B. MacMaster and by land of Jason T. MacMaster, bordered on the east by Route 24, bordered on the south by land of Wilson and land of Charon, and bordered on the west by land of the said Brian R. MacMaster and Rhoda B. MacMaster.

Subject to all outstanding municipal fees, charges, encumbrances, and liens, whether or not of record in the Kennebec County Registry of Deeds. Further subject to all real estate transfer taxes.

For Grantor's source of title, reference may be had to the mortgage granted by Michael A. MacMaster and Heather M. MacMaster to Damariscotta Bank & Trust Company, dated November 30, 2007, and recorded in the Kennebec County Registry of Deeds in Book 9594, Page 103 (the "Mortgage"). The Grantor foreclosed the Mortgage by virtue of a Judgment of Foreclosure and Sale dated June 7, 2024, and entered on June 10, 2024 by the Superior Court for Kennebec County, Augusta, Maine, in the matter of Bangor Saving Bank v. Michael A. MacMaster et al. (Docket No. AUGCSC-RE-2023-41), said judgment having been recorded in said Registry in Book 15202, Page 86. 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: Kennebec Journal.
Dates of Publication: March 30, April 6 and 13, 2025

Sale Date¹: May 1, 2025.

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

WITNESS:

BANGOR SAVINGS BANK, successor by merger with DAMARISCOTTA BANK & TRUST COMPANY

By _____
Tammy J. Inman
Its Vice President

State of Maine
Kennebec, ss.

May ____, 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 June 7, 2024, which judgment was entered on June 10, 2024 by the Superior Court for Kennebec County at Augusta, Maine, in the case of **Bangor Saving Bank, successor by merger with Damariscotta Bank & Trust Company v. Michael A. MacMaster et al.**, Docket No. AUGSC-RE-2023-41, and wherein the Court adjudged a foreclosure of a Mortgage Deed granted by Michael A. MacMaster and Heather M. MacMaster to Damariscotta Bank & Trust Company dated November 30, 2007, and recorded in the Kennebec County Registry of Deeds in Book 9594, Page 103, the period of redemption from said judgment having expired, a public sale will be conducted on May 1, 2025, commencing at 1:00 p.m. at 65 MacMaster Road, South Gardiner, Maine. The property to be sold is further described on the Town of South Gardiner Tax Map 5, Lot 12-D. 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 South Gardiner, 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 mortgagor to sell the property prior to the sale date. All other terms and conditions of sale, including any modification or additions to the terms set forth above, will be announced 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

Property Card: 65 MACMASTERS LN

City of Gardiner, ME



Parcel Information	
Parcel ID: 005012D Vision ID: 2658 Owner: MACMASTER MICHAEL Co-Owner: Mailing Address: P O BOX 321 SOUTH GARDINER, ME 04359-321	Map: 005 Lot: 012-D Use Description: Single Fam MDL-01 Zone: 11 Land Area in Acres: 2.34
Sale History	Assessed Value
Book/Page: 5495/0255 Sale Date: 11/1/1997 Sale Price: \$0	Land: \$27,400 Buildings: \$191,900 Extra Bldg Features: \$500 Outbuildings: \$10,300 Total: \$230,100

Building Details: Building # 1		
	Model: Residential Living Area: 2992 Year Built: 2004 Style: Modern/Contemp Stories: 2 Occupancy: 1 No. Total Rooms: 7 No. Bedrooms: 4 No. Baths: 3 No. Half Baths: 0	Int Wall Desc 1: K Pine Boards Int Wall Desc 2: Drywall Ext Wall Desc 1: Pre-Fab Wood Ext Wall Desc 2: Roof Cover: Asph/F GlS/Cmp Roof Structure: Gable/Hip Heat Type: Hot Water Heat Fuel: Oil A/C Type: None

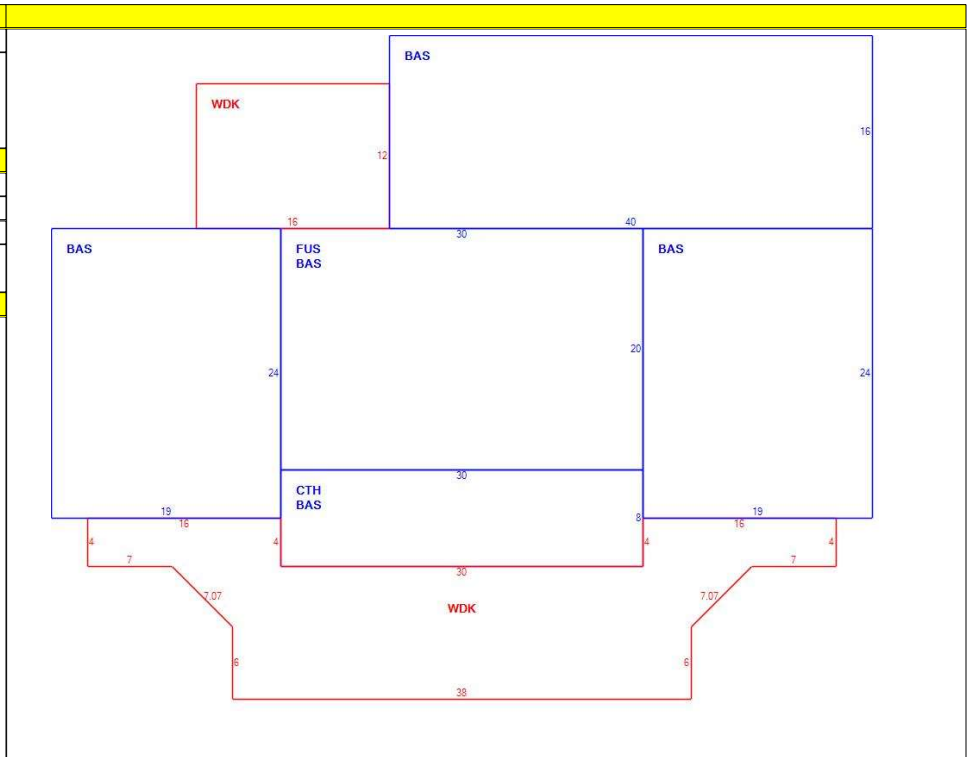


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This information is believed to be correct but is subject to change and is not warranted.

CURRENT OWNER		TOPO	UTILITIES	STRT / ROAD	LOCATION	CURRENT ASSESSMENT				3510 GARDINER, ME VISION						
MACMASTER MICHAEL		4 Rolling	2 Public Water	3 Unpaved	3 Rural	Description	Code	Appraised	Assessed							
			6 Septic			RESIDNTL	1010	202,700	202,700							
P O BOX 321		SUPPLEMENTAL DATA				RES LAND	1010	27,400	27,400							
		Alt Prcl ID TIF CODE USE PROGRA TG ENROLL Y TG PLAN YR LD #1 TYPE GIS ID 005012D		SEND VALUE E TAX ACQ PIP FRCLSR: LISTING AGE LIST PRICE SPEC DISTRIC Assoc Pid#				Total	230,100	230,100						
SOUTH GARDI ME 04359-321																
RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	Q/U	V/I	SALE PRICE	VC	PREVIOUS ASSESSMENTS (HISTORY)								
MACMASTER MICHAEL		5495 0255	11-01-1997	U	V	0	00	Year	Code	Assessed	Year	Code	Assessed			
								2024	1010	202,700	2023	1010	202,700			
									1010	27,400	2022	1010	27,400			
								Total	230,100	Total	230,100	Total	230,100			
EXEMPTIONS			OTHER ASSESSMENTS				This signature acknowledges a visit by a Data Collector or Assessor									
Year	Code	Description	Amount	Code	Description	Number	Amount	Comm Int								
2011	11	HOMESTEAD	15750.00													
Total			15,750.00													
ASSESSING NEIGHBORHOOD																
Nbhd	Nbhd Name	B	Tracing	Batch												
0001																
NOTES																
BUILDING PERMIT RECORD										VISIT / CHANGE HISTORY						
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments	Date	Id	Type	Is	Cd	Purpost/Result		
									01-29-2008	KL			12	Field Review		
									11-29-2007	PH			00	Measure + Listed		
									10-05-2007	PP			02	Measure/2nd Visit		
									10-05-2007	PP			01	Measure/1st Visit		
LAND LINE VALUATION SECTION																
B	Use Code	Description	Zone	Land Type	Land Units	Unit Price	Size Adj	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes	Location Adjustment	Adj Unit P	Land Value	
1	1010	Single Fam MDL	11		43,560 SF	0.56	1.00000	5	1.00	30	1.000			1.0000	24,400	
1	1010	Single Fam MDL			1.340 AC	2,250.00	1.00000	0	1.00	30	1.000			1.0000	3,000	
Total Card Land Units					2.34 AC	Parcel Total Land Area					2.34 AC	Total Land Value				27,400

CONSTRUCTION DETAIL			CONSTRUCTION DETAIL (CONTINUED)		
Element	Cd	Description	Element	Cd	Description
Style:	07	Modern/Contemp			
Model	01	Residential			
Grade:	04	Average +10			
Stories:	2				
Occupancy	1				
Exterior Wall 1	13	Pre-Fab Wood			
Exterior Wall 2					
Roof Structure:	03	Gable/Hip			
Roof Cover	03	Asph/F GlS/Cmp			
Interior Wall 1	07	K Pine Boards			
Interior Wall 2	05	Drywall			
Interior Flr 1	11	Ceramic			
Interior Flr 2	12	Hardwood			
Heat Fuel	02	Oil			
Heat Type:	05	Hot Water			
AC Type:	01	None			
Total Bedrooms	04	4 Bedrooms			
Total Bthrms:	3				
Total Half Baths	0				
Total Xtra Fixtrs	7				
Total Rooms:	7				
Bath Style:	02	Average/Modern			
Kitchen Style:	02	Average/Modern			
			CONDO DATA		
Parcel Id			C	Owne	
				B	S
Adjust Type	Code	Description	Factor%		
Condo Flr					
Condo Unit					
			COST / MARKET VALUATION		
Building Value New		199,847			
Year Built		2004			
Effective Year Built		2004			
Depreciation Code		A			
Remodel Rating					
Year Remodeled					
Depreciation %		4			
Functional Obsol					
External Obsol					
Trend Factor		1			
Condition					
Condition %					
Percent Good		96			
RCNLD		191,900			
Dep % Ovr					
Dep Ovr Comment					
Misc Imp Ovr					
Misc Imp Ovr Comment					
Cost to Cure Ovr					
Cost to Cure Ovr Comment					



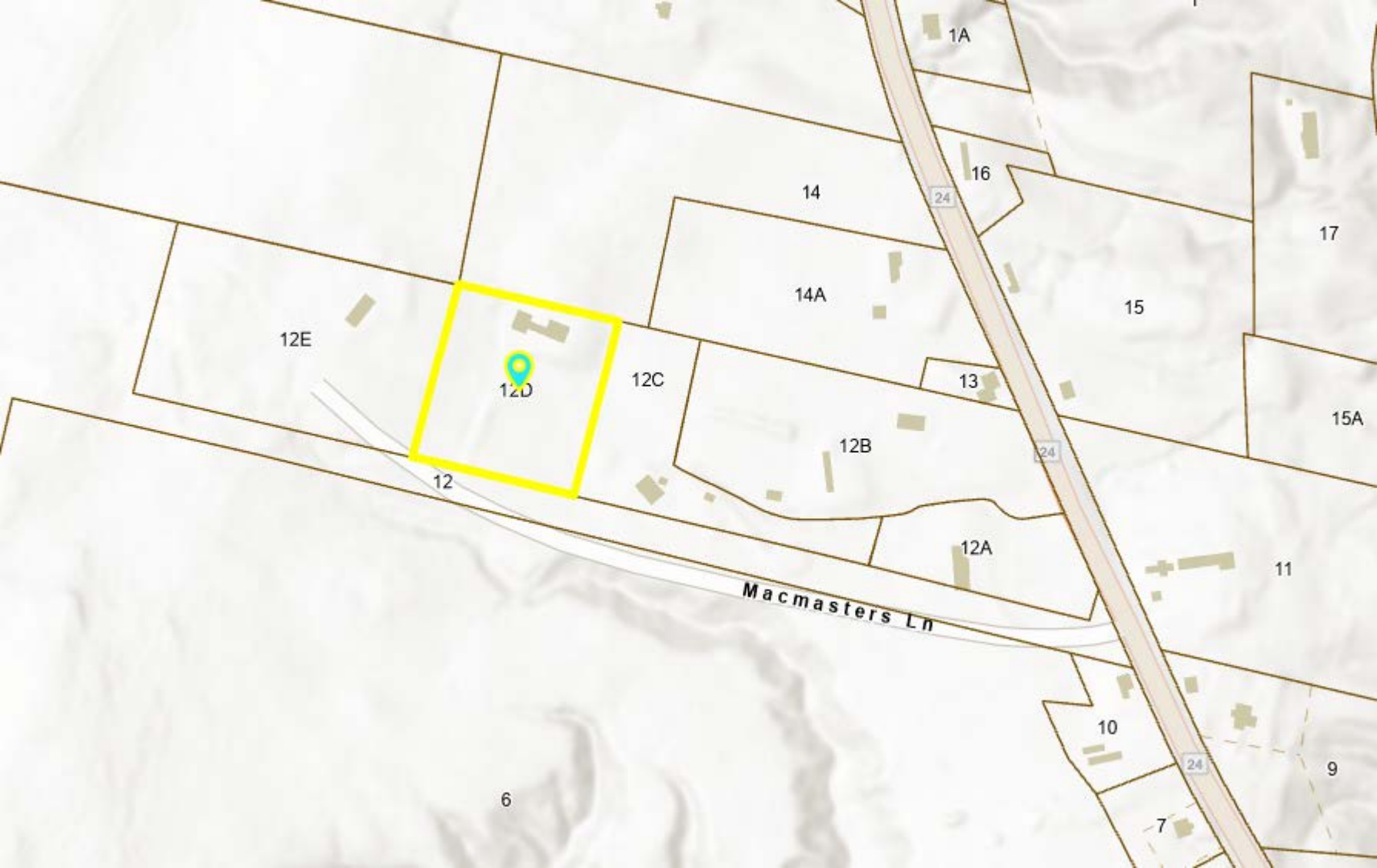
OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)

Code	Description	L/B	Units	Unit Price	Yr Blt	Cond. Cd	% Gd	Grade	Grade Adj.	Appr. Value
FGR1	GARAGE-AVE	L	1,008	20.00	2008		50		0.00	10,100
SHD1	SHED FRAME	L	48	9.00	2008		50		0.00	200
HRT	HEARTH	B	1	540.00	2004		96		0.00	500

BUILDING SUB-AREA SUMMARY SECTION

Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value
BAS	First Floor	2,392	2,392	2,392	62.27	148,952
CTH	Cathedral Ceiling	0	240	0	0.00	0
FUS	Upper Story, Finished	600	600	600	62.27	37,363
WDK	Deck, Wood	0	763	76	6.20	4,733
Ttl Gross Liv / Lease Area		2,992	3,995	3,068		191,048





12D

12C

12B

12A

Macmasters Ln

1A

14

14A

16

17

15

15A

13

11

10

9

7

6

12E

12

24

24

24

DISCLOSURES RELATIVE TO PROPERTY

Auction # R25-333

Location: 65 Macmasters Lane, Gardiner, 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 _____

Signature of Buyer _____ Date _____