



PROPERTY INFORMATION PACKAGE



Residential Land & House 22 Church Street, Brewer, ME

Property Location: 22 Church Street, Brewer, ME

Property Number: R25-336

Live Bidding Time: Wednesday, May 28th 2025 @ 2:00 pm

Preview Time: Wednesday, May 21st 2025 @ 2:00-3:00 pm

Live Bidding Location: On-Site

Acres: 0.24 Acres

Map/Lot: 030-002

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:

Machias Savings Bank and Central Maine Auction Center, in conjunction with Realty of Maine would like to announce auction R25-336 consisting of real estate at 22 Church Street, Brewer, 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 Machias 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. Machias 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
PENOBSCOT, ss.

SUPERIOR COURT
Docket No. PENSC-RE-2023-00040

MACHIAS SAVINGS BANK,)
)
 PLAINTIFF)
)
 v.)
)
 PETER M. HIGGINS and DENISE M.)
 D'AMBOISE,)
)
 DEFENDANTS and)
)
 KEITH TREMBLEY BUILDER, INC.,)
)
 PARTY IN INTEREST,)

*****DISCLAIMER*****

Machias Savings Bank and Central Maine Auction Center 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 Machias Savings Bank, nor Central Maine Auction Center, 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 ■ Emily Tilton, Realty of Maine, 458 Main Street, Bangor, ME 04401 ■ (207) 942-6310 ■ collectively, Auctioneer

Bruce B. Hochman, Esq., Eaton Peabody, 100 Middle Street, P.O. Box 15235, Portland, ME 04112 ■ (207) 274-5266 ■ www.eatonpeabody.com ■ Attorneys for Machias Savings Bank

TERMS AND CONDITIONS OF PUBLIC SALE

Machias Savings Bank v. Peter M. Higgins et al.
22 Church Street, Brewer, Penobscot County, Maine

The following are the terms and conditions of the public sale of the real property subject to a mortgage granted to Machias Savings Bank by Denise M. D'Amboise, said mortgage having been foreclosed as described in the Judgment of Foreclosure and Sale dated November 1, 2024, and entered by the Superior Court for Penobscot County at Bangor, Maine, in the matter of Machias Savings Bank v. Peter M. Higgins et al. (Docket No. PENS-C-2023-00040).

1. The property to be sold includes the real estate, together with any improvements thereon located generally at 22 Church Street, Brewer, Penobscot County, Maine, more particularly described in the Mortgage Deed from Denise M. D'Amboise to Machias Savings Bank dated April 15, 2011, and recorded in the Penobscot County Registry of Deeds in Book 12451, Page 183 (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. Machias 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 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 28, 2025, at 2:00 p.m. at 22 Church Street, Brewer, Maine.

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

7. Machias Savings 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. Machias 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 Machias Savings 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 Machias 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.

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 MACHIAS SAVINGS BANK, CENTRAL MAINE AUCTION CENTER, OR THEIR RESPECTIVE REPRESENTATIVES AND AGENTS.

12. Machias Savings Bank specifically disclaims, and purchaser acknowledges that Machias 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.

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, Machias 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. Machias 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.

16. All of the terms and conditions set forth in the notice of public sale published in the Bangor Daily News on April 25, May 2 and 9, 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

MACHIAS SAVINGS BANK, a Maine banking corporation having a place of business in Machias, 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 22 Church Street, Brewer, Penobscot County, Maine, being more particularly described in a Mortgage Deed from Denise M. D'Amboise to Machias Savings Bank, dated April 15, 2011 and recorded in the Penobscot County Registry of Deeds in Book 12451, Page 183, 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 Machias 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 Machias 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] Balance Due at Closing ([a] - [b]) \$_____

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 deposit as required hereunder, then Seller shall retain Purchaser's said deposit, 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 28, 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 28, 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:

MACHIAS SAVINGS BANK

By _____
Wendy L. Schors
Its Senior Vice President
Date _____

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 # _____

MACHIAS SAVINGS BANK, a Maine banking corporation having a place of business in Machias, Washington 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, together with any buildings or improvements thereon, situated in Brewer, County of Penobscot and State of Maine, bounded and described as follows:

Beginning at a granite stone monument, being the north corner of Church Street, so called, and running thence southeasterly on the line of said street sixty-five feet, to an iron bolt at the westerly corner of Elbridge W. Sawyer's homestead lot, formerly; thence northeasterly by said Sawyer's lot line, one hundred and sixty feet, to the line of Otis C. Farnham's homestead lot, formerly; thence northwesterly, on the line of said Farnham's lot, sixty-five feet, to the line of Penobscot Street; thence southwesterly, on the line of said Penobscot Street, one hundred and sixty feet to the point of beginning.

Subject to all outstanding municipal fees, charges, encumbrances, and liens, whether or not of record in the Penobscot 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 Denise M. D'Amboise to Machias Savings Bank, dated April 15, 2011, and recorded in the Penobscot County Registry of Deeds in Book 12451, Page 183 (the "Mortgage"). The Grantor foreclosed the Mortgage by virtue of a Judgment of Foreclosure and Sale dated November 1, 2024, and entered on November 8, 2024 by the Superior Court for Penobscot County, Bangor, Maine, in the matter of Machias Savings Bank v. Peter M. Higgins et al. (Docket No. PENSC-REA-2023-00040), said judgment having been recorded in said Registry in Book 17361, Page 145. 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: April 25, May 2 and 9, 2025
Sale Date¹: May 28, 2025.

IN WITNESS WHEREOF, Machias Savings Bank has caused this instrument to be signed by its undersigned officer, duly authorized, this ____ day of June, 2025.

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).

WITNESS:

MACHIAS SAVINGS BANK

_____ By _____
Wendy L. Schors
Its Senior Vice President

State of Maine
Washington, ss.

June ____, 2025

Personally appeared the above-named Wendy L. Schors, Senior Vice President of Machias 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 Machias Savings Bank.

Notary Public/Attorney-at-Law

Print or type name as signed

NOTICE OF PUBLIC SALE
14 M.R.S. § 6323

Notice is hereby given that in accordance with a Judgment of Foreclosure and Sale dated November 1, 2024, which judgment was entered on November 8, 2024 by the Superior Court for Penobscot County at Bangor, Maine, in the case of **Machias Savings Bank v. Peter M. Higgins et al.**, Docket No. PENS-REA-2023-00040, and wherein the Court adjudged a foreclosure of a Mortgage Deed granted by Denise M. D'Amboise to Machias Savings Bank dated April 11, 2011, and recorded in the Penobscot County Registry of Deeds in Book 12451, Page 183, the period of redemption from said judgment having expired, a public sale will be conducted on May 28, 2025, commencing at 2:00 p.m. at 22 Church Street, Brewer, Maine. The property to be sold is further described on the City of Brewer Tax Map 30, Lot 2. 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 Machias Savings Bank, and must sign a Purchase and Sale Agreement with Machias 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 City of Brewer, 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. Machias 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: 22 CHURCH STREET

City of Brewer, ME



| Parcel Information | |
|---|--|
| Parcel ID: 0030000000020000 Vision ID: 1778 Owner: D'AMBOISE DENISE Co-Owner: Mailing Address: 22 CHURCH STREET BREWER, ME 04412-2002 | Map: 30 Lot: 2 Use Description: Single Fam Zone: CB Land Area in Acres: 0.24 |
| Sale History | Assessed Value |
| Book/Page: 12293/10 Sale Date: 10/21/2010 Sale Price: \$80,000 | Land: \$26,300 Buildings: \$195,400 Extra Bldg Features: \$0 Outbuildings: \$5,800 Total: \$227,500 |
| Building Details: Building # 1 | |
|  |  |
| Model: Residential Living Area: 2548 Year Built: 1900 Style: Conventional Stories: 2 Occupancy: 1 No. Total Rooms: 7 No. Bedrooms: 03 No. Baths: 1 No. Half Baths: 1 | Int Wall Desc 1: Plaster Int Wall Desc 2: Ext Wall Desc 1: Vinyl Siding Ext Wall Desc 2: Roof Cover: Asphalt Shingl Roof Structure: Mansard Heat Type: Forced Air-Duc Heat Fuel: Oil A/C Type: None |



www.cai-tech.com

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

DISCLOSURES RELATIVE TO PROPERTY

Auction R25-336

Location: 22 Church Street, Brewer, 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 _____ |
|--------------------------|------------|