



CENTRAL MAINE
**AUCTION
CENTER**

**PROPERTY
INFORMATION
PACKET**



**RESIDENTIAL LAND & HOUSE
10 RANDALL AVE, HOULTON, ME**

PROPERTY LOCATION: 10 RANDALL AVE, HOULTON, ME

PROPERTY NUMBER: R26-350

LIVE BIDDING TIME: THURSDAY, JULY 23RD 2026 @ 11:00 AM

PREVIEW TIME: THURSDAY, JULY 9TH 2026 @ 10-11:00 AM

LIVE BIDDING LOCATION: ON-SITE

ACRES: +/- 0.3

MAP/LOT: 034-003-118

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 R26-350 consisting of real estate at 10 Randall Ave, Houlton, 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
AROOSTOOK, ss.

SUPERIOR COURT
DOCKET NO. HOUSC-RE-2026-08

BANGOR SAVINGS BANK,	)
	)
PLAINTIFF	)
	)
v.	)
	)
WILLIAM N. PALMER, in his capacity as	)
Special Administrator of the Estate of	)
ANDREA E. SMALIGO,	)
	)
DEFENDANT	)
	)

DISCLAIMER

Bangor 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 Bangor 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., Katahdin Law LLC, 175 Exchange Street, P.O. Box 895, Bangor, ME 04402-0895 ■ (207) 430-8885 ■ Attorneys for Bangor Savings Bank

TERMS AND CONDITIONS OF PUBLIC SALE

Bangor Savings Bank v. William N. Palmer
(Estate of Andrea E. Smaligo)
10 Randall Avenue, Houlton, Aroostook 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 the late Andrea E. Smaligo, said mortgage having been foreclosed as described in the Judgment of Foreclosure and Sale dated April 27, 2026, and entered by the Superior Court for Aroostook County at Houlton, Maine, in the matter of Bangor Savings Bank v. William N. Palmer, Special Administrator of the Estate of Andrea E. Smaligo (Docket No. HOUSC-RE-2026-08).

1. The property to be sold includes the real estate, together with any improvements thereon located generally at 10 Randall Avenue, Houlton, Aroostook County, Maine, more particularly described in the Mortgage Deed from the late Andrea E. Smaligo to Bangor Savings Bank dated July 25, 2023, and recorded in the Southern Aroostook County Registry of Deeds in Book 6471, Page 213 (the "Mortgage"). Said Mortgage was assigned to Bangor Savings Bank by instruments (a) dated August 8, 2023, recorded in said Registry in Book 6478, Page 195; (b) dated April 22, 2024, recorded in said Registry in Book 6550, Page 234; (c) dated September 3, 2024, recorded in said Registry in Book 6595, Page 273; and (d) dated June 11, 2025, recorded in said Registry in Book 6686, Page 28 (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 July 23, 2026, at 11:00 a.m. at 10 Randall Avenue, Houlton, 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 Bangor Savings Bank, 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 Houlton Pioneer Times on June 17, June 24 and July 1, 2026, 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, 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 10 Randall Avenue, Houlton, Aroostook County, Maine, being more particularly described in a Mortgage Deed from the late Andrea E. Smaligo to Bangor Savings Bank dated July 25, 2023, and recorded in the Southern Aroostook County Registry of Deeds in Book 6471, Page 213 (the "Mortgage"). Said Mortgage was assigned to Bangor Savings Bank by instruments (a) dated August 8, 2023, recorded in said Registry in Book 6478, Page 195; (b) dated April 22, 2024, recorded in said Registry in Book 6550, Page 234; (c) dated September 3, 2024, recorded in said Registry in Book 6595, Page 273; and (d) dated June 11, 2025, recorded in said Registry in Book 6686, Page 28; 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 Katahdin Law LLC, 175 Exchange Street, Suite 260, Bangor, Maine 04401, 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 July 23, 2026.

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 Jul 23, 2026.

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

By _____
Tammy J. Inman
Its 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 # _____

BANGOR SAVINGS BANK, 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 Houlton, County of Aroostook and State of Maine, bounded and described as follows:

A certain piece or parcel of real estate situated in the Town of Houlton, County of Aroostook and State of Maine, being a part of Lot numbered Thirty-two (32) in the South Division of said Houlton, bounded and described as follows, to wit:

Beginning on the west line of Randall Avenue, so-called, formerly Park Avenue, at the northeast corner of land conveyed to Harry R. Burleigh by Albert A. Burleigh and Lucinda G. Burleigh by deed dated August 10, 1904 and recorded in the Southern District of the Aroostook Registry of Deeds in Vol. 207, Page 407; thence westerly on said Harry R. Burleigh's north line to the northeast corner of land owned and occupied on December 31, 1929 by Frank P. Clark; thence continuing westerly on the north line of said Clark's land to the east line of land formerly owned and occupied by Edward Attridge; thence northerly on the east line of said Attridge's land for a distance of forty-eight and eighteen hundredths (48.18) feet, more or less, to the northeast corner thereof; thence easterly parallel with said Clark's north line for a distance of thirty-five (35) feet; thence northerly parallel with said Randall Avenue for a distance of seventeen and eighty-two hundredths (17.82) feet; thence easterly parallel with said Clark's and said Hurleigh's north lines and sixty-six (66) feet distant therefrom one hundred sixty-three (163) feet to the west line of said Randall Avenue; thence southerly on the west line of said Randall Avenue to place of beginning, sixty-six (66) feet.

Subject to all outstanding municipal fees, charges, encumbrances, and liens, whether or not of record in the Southern Aroostook 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 the late Andrea E. Smaligo to Bangor Savings Bank, dated July 25, 2023, and recorded in the Southern Aroostook County Registry of Deeds in Book 6471, Page 213 (the "Mortgage"). Said Mortgage was assigned to Bangor Savings Bank by instruments (a) dated August 8, 2023, recorded in said Registry in Book 6478, Page 195; (b) dated April 22, 2024, recorded in said Registry in Book 6550, Page 234; (c) dated September 3, 2024, recorded in said Registry in Book 6595, Page 273; and (d) dated June 11, 2025, recorded in said Registry in Book 6686, Page 28. The Grantor foreclosed the Mortgage by virtue of a Judgment of Foreclosure and Sale dated April 27, 2026, and entered on April 27, 2026 by the Superior Court for Aroostook County, Houlton, Maine, in the matter of Bangor Saving Bank v. William N. Palmer, Special Administrator of the Estate of Andrea E. Smaligo (Docket No. HOUSC-RE-2026-08), said judgment having been recorded in said Registry in Book 6805, Page 66. 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: Houlton Pioneer Times.
Dates of Publication: June 17, June 24 and July 1, 2026
Sale Date¹: July 23, 2026.

IN WITNESS WHEREOF, Bangor Saving Bank has caused this instrument to be signed by
its undersigned officer, duly authorized, this _____ day of August, 2026.

WITNESS:

BANGOR SAVINGS BANK

By _____
Tammy J. Inman
Its Vice President

State of Maine
Kennebec, ss.

August ____, 2026

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

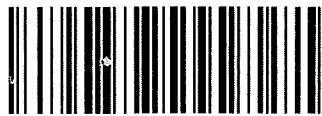
Notice is hereby given that in accordance with a Judgment of Foreclosure and Sale dated April 27, 2026, which judgment was entered on April 27, 2026 by the Superior Court for Aroostook County at Houlton, Maine, in the case of Bangor Saving Bank v. William N. Palmer, Special Administrator of the Estate of Andrea E. Smaligo, Docket No. HOUSC-RE-2026-08, and wherein the Court adjudged a foreclosure of a Mortgage Deed from the late Andrea E. Smaligo to Bangor Savings Bank dated July 25, 2023, and recorded in the Southern Aroostook County Registry of Deeds in Book 6471, Page 213 (the “Mortgage”). Said Mortgage was assigned to Bangor Savings Bank by instruments (a) dated August 8, 2023, recorded in said Registry in Book 6478, Page 195; (b) dated April 22, 2024, recorded in said Registry in Book 6550, Page 234; (c) dated September 3, 2024, recorded in said Registry in Book 6595, Page 273; and (d) dated June 11, 2025, recorded in said Registry in Book 6686, Page 28; the period of redemption from said judgment having expired, the public sale will be conducted on July 23, 2026, commencing at 11:00 a.m. at 10 Randall Avenue, Houlton, Maine. The property to be sold is further described on the Town of Houlton Tax Map 34, Lot 3-118. 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 Houlton, 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



Melissa Richardson, Registrar of Deeds
Aroostook County South

STATE OF MAINE
AROOSTOOK, ss.

SUPERIOR COURT
Docket No. HOUSC-RE-2026-08

BANGOR SAVINGS BANK,

PLAINTIFF

v.

WILLIAM N. PALMER, Special
Administrator of the Estate of
ANDREA E. SMALIGO,

DEFENDANT

**CONSENTED TO
JUDGMENT OF
FORECLOSURE AND SALE**

(Title to Real Estate is Involved)

Property address as set forth in the Mortgage Deed recorded in the Southern Aroostook County Registry of Deeds in Book 6471, Page 213: 10 Randall Avenue, Houlton, Maine
(Plaintiff makes no representation as to the accuracy of the physical property address)

This matter came before the Court on the Complaint filed by the Plaintiff, in this civil action to foreclose a Mortgage Deed granted by the late Andrea E. Smaligo (the "Borrower"). The Mortgage Deed is dated July 25, 2023, and is recorded in the Southern Aroostook County Registry of Deeds in Book 6471, Page 213, subsequently assigned to the Plaintiff (the "Mortgage"), and was assigned to Plaintiff by instruments (a) dated August 8, 2023, recorded in said Registry in Book 6478, Page 195; (b) dated April 22, 2024, recorded in said Registry in Book 6550, Page 234; (c) dated September 3, 2024, recorded in said Registry in Book 6595, Page 273; and (d) dated June 11, 2025, recorded in said Registry in Book 6686, Page 28. The Mortgage was granted to secure the loan obligations of the Borrower as evidenced by a certain Promissory Note dated July 25, 2023, in the original principal amount of \$135,900.00 (the "Note"). The real property subject to the Mortgage is located generally at 10 Randall Avenue, Houlton, Aroostook County (the "Property").

The Borrower died intestate on November 18, 2023. William N. Palmer was appointed Special Administrator of the Estate of Andrea E. Smaligo on March 18, 2026, by the Aroostook County Probate Court, Docket No. 2025-080.

Based upon the offer and consent filed by the parties, the Court finds that there are no genuine issues of material fact and that the Plaintiff is entitled to judgment as a matter of law. The Court further makes the following specific findings of fact and conclusions of law:

1. Each of the factual recitals hereinabove is specifically adopted as a finding of fact or conclusion of law (as appropriate).

2. The Borrower is in default of the payment terms of the Note, and has breached the conditions of the Mortgage.

3. The Plaintiff is owed the following under the Note as of March 25, 2026:

a. Principal	\$134,987.08
b. Interest to March 25, 2026	18,673.44
c. Late Charges	692.58
d. Escrow Deficiency	6,661.90
e. Mortgage Insurance Settlement Fees	57.75
f. Misc. Fees	58.71
g. Property Preservation	15,630.66
h. Legal fees, costs	2,091.58
i. Recording fees	<u>40.00</u>
j. Total	\$178,893.70

k. additional interest accruing on said principal balance after March 25, 2026, at the rate of \$22.19 per day (6.00% per annum.) to the date of entry of judgment;

l. any amounts advanced by Plaintiff to protect its security;

m. additional reasonable attorney's fees and costs of sale incurred by the Plaintiff in preparing for and conducting the foreclosure sale and filing a report of sale with the court.

n. Post-judgment interest from and after the date of entry of judgment at the rate of 9.51% per annum.

4. The order of priority of the claims of the parties who have appeared in this action is as follows:

FIRST: The Plaintiff, by virtue of the Mortgage in the above amounts.

LAST: The Estate of Andrea E. Smaligo or in accordance with any further order of this Court.

There are no other parties in interest of record or public utility easements recorded after the recording of the Plaintiff's mortgage.

5. The Plaintiff is entitled as a matter of law to recover its reasonable attorneys' fees in connection with the foreclosure of the Mortgage. 14 M.R.S. § 6101. Further, Plaintiff's claim for attorney's fees is integral to the relief sought, within the meaning of Rule 54(b)(2) of the Maine

Rules of Civil Procedure. Accordingly, the award of attorney's fees may be supplemented by a statement of fees set forth in the report of sale.

WHEREFORE, the Court hereby ORDERS and DECREES a foreclosure of the Mortgage pursuant to 14 M.R.S. § 6322. If the Borrower, jointly and severally, if applicable, or Borrower's heirs, successors, or assigns, do not pay the Plaintiff the amount due, together with accrued interest, late charges, and Plaintiff's reasonable attorney's fees as set forth above, within three (3) calendar days of the date of entry of the judgment, Plaintiff shall sell the Property pursuant to 14 M.R.S. §§ 6321 et seq. and disburse the proceeds of said sale, after deducting the expenses thereof and Plaintiff's reasonable attorney's fees, in the amounts and priorities as determined above.

The Defendant has waived his right to the 90-day redemption period. The Plaintiff is granted exclusive possession of the real estate mortgaged to it three (3) days after the entry of this Judgment of Foreclosure and Sale in the docket book, and the Estate of Andrea E. Smaligo, and all other occupants are ordered to vacate the real estate at that time. A writ of possession shall be issued to the Plaintiff for possession of said real estate at that time.

If the proceeds of the public sale are not sufficient to satisfy the amount adjudged to be due and owing to the Plaintiff, as set forth above, an execution shall issue against the Estate of Andrea E. Smaligo, for any deficiency, provided the statutory requirements are met.

The following provisions are set forth pursuant to 14 M.R.S. § 2401:

1. The names and addresses, if known, of all parties to the action, including the counsel of record are as follows:

Name and Address of Party

Bangor Savings Bank
P.O. Box 930
Bangor, Maine 04402-0930

William N. Palmer, Esq
Special Administrator of the
Estate of Andrea E. Smaligo
6 State Street, Suite 407
Bangor, Maine 04401

Name and Address of Counsel

Bruce B. Hochman, Esq.
Janna Gau, Esq.
Katahdin Law LLC
P.O. Box 895
Bangor, Maine 04402-0895

2. The docket number is HOUSC-RE-2026-08.

3. The Court finds and certifies that all parties have received notice of the proceedings in accordance with the applicable provisions of the Maine Rules of Civil Procedure and, if the notice was served or given pursuant to an Order of the Court, including service by publication, that the notice was served or given pursuant to the Order.

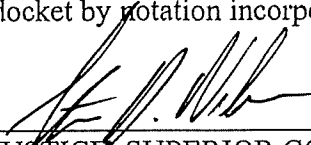
4. The description of the real estate: That property is located generally at 10 Randall Avenue, Houlton, Aroostook County, Maine, and further described in the Mortgage Deed dated July 25, 2023, and recorded in the Southern Aroostook County Registry of Deeds in Book 6471, Page 213.

5. The Plaintiff is responsible for recording an attested copy of the judgment, and the Estate of Andrea E. Smaligo is responsible for paying the appropriate recording fees.

The Clerk is hereby directed to enter this judgment as a final judgment pursuant to Rule 54(b)(1) of the Maine Rules of Civil Procedure.

The Clerk is specifically directed pursuant to Rule 79(a) of the Maine Rules of Civil Procedure to enter this judgment on the civil docket by notation incorporating it by reference.

Dated: 4/27/2026

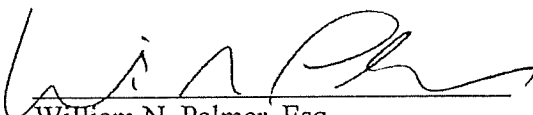


JUSTICE, SUPERIOR COURT

Date entered in the docket book: 4/27/26

SEEN AND AGREED TO:

ESTATE OF ANDREA E. SMALIGO

By: 

William N. Palmer, Esq.
Maine Bar No. 2767
Special Administrator
Defendant

Dated: April 21, 2026

BANGOR SAVINGS BANK

By: 

Bruce B. Hochman, Esq., Bar No. 3017
Janna Gau, Esq., Bar No. 6043
Its Attorneys

Dated: April 24, 2026

CERTIFICATE OF CLERK

I hereby certify that

☒ the applicable appeal period has expired without action

☐ the final judgment has been entered after remand following appeal

Dated: 6/1/26

Jennifer Billotti
Jennifer Billotti

Printed Name:

Clerk of Courts

County of Aroostook

A True Copy

Attest:

J. Billotti
Jennifer Billotti
Clerk of Court



TOWN OF HOULTON
21 WATER ST
HOULTON, ME 04730-2104



**THIS IS THE ONLY BILL
YOU WILL RECEIVE**

(3)

2025 REAL ESTATE TAX BILL

CURRENT BILLING INFORMATION

LAND VALUE	\$9,400.00
BUILDING VALUE	\$108,900.00
TOTAL: LAND & BLDG	\$118,300.00
HOMESTEAD EXEMPTION	\$0.00
OTHER EXEMPTION	\$0.00
NET ASSESSMENT	\$118,300.00
TOTAL TAX	\$2,295.02
LESS PAID TO DATE	\$0.00
TOTAL DUE	\$2,295.02

S381635 P0 - 1of1

2541 SMALIGO (HEIRS), ANDREA E
10 RANDALL AVE
HOULTON, ME 04730-2411

ACCOUNT: 002814 RE

ACREAGE: 0.30

MIL RATE: \$19.40

MAP/LOT: 034-3-118-000-000

TOTAL DUE: \$2,295.02

LOCATION: 10 RANDALL AVE

BOOK/PAGE: B6564P168 06/04/2024 B6471P211 07/26/2023

TAXPAYER'S NOTICE

This bill is due and payable for the tax year January 1, 2025 through December 31, 2025.

As a result of the money that our Municipality receives from the State Legislature through the State Municipal Revenue Sharing Program, Homestead Exemption Reimbursement, BETE Reimbursement and State Aid to Education, your Property Tax Bill has already been reduced by 60.86%.

Interest of 7.5% will be charged after 10/15/2025.

As of September 8, 2025 the Town of Houlton has outstanding bonded indebtedness in the amount of \$1,698,704.68. The Town of Houlton is now able to process debit/credit card payments. These payments are processed through Maine Payport and there is a processing fee of 2.5% of the transaction amount with a minimum charge of \$1.00.

The Town of Houlton's office hours are:

Monday through Friday

7:30 am to 4:00 pm

Phone (207) 532-7111 | Fax (207) 532-1304

Please visit our website at Houlton-Maine.com.

CURRENT BILLING DISTRIBUTION

Aroostook County	\$138.85	6.05%
RSU 29	\$470.25	20.49%
Municipal	<u>\$1,685.92</u>	<u>73.46%</u>
TOTAL	\$2,295.02	100.00%

REMITTANCE INSTRUCTIONS

Please make check/money order payable to:

TOWN OF HOULTON
21 WATER ST
HOULTON, ME 04730-2104

If you are mailing your payment and would like a receipt, please include a stamped, self-addressed envelope with your payment.

2025 REAL ESTATE TAX BILL

TOWN OF HOULTON, 21 WATER ST, HOULTON, ME 04730-2104

ACCOUNT: 002814 RE

NAME: SMALIGO (HEIRS), ANDREA E

MAP/LOT: 034-3-118-000-000

LOCATION: 10 RANDALL AVE

ACREAGE: 0.30



INTEREST BEGINS ON 10/16/2025

DUE DATE	AMOUNT DUE	AMOUNT PAID
10/15/2025	\$2,295.02	

PLEASE REMIT THIS PORTION WITH YOUR PAYMENT

Town of Houlton
Tax Information Sheet
As of: 06/29/2026

Account: 2814 **Name:** SMALIGO (HEIRS), ANDREA E

Location: 10 RANDALL AVE

Map and Lot: 034-3-118-000-000

Sale Date: 07/26/2023

Deed Reference: B6564P168 06/04/2024 B6471P211
07/26/2023

Sale Price: \$151,000

Land: 19,700

Total Acres: 0.3

Building: 134,500

Tree Growth: Soft : 0 Mixed : 0 Hard : 0

Exempt 0

Farmland:

Total: 154,200

Open Space:

Zoning: 11 - Low Dens. Res.

SFLA: 1092

	Amount	Mill Rate
Last Billed : 2025-1	2,295.02	19.400
Previous Billed : 2024-1	2,295.02	19.400

There are no outstanding taxes.

Information Given By: _____

Title: _____ 06/29/2026

All calculations are as of: 06/29/2026

DISCLOSURES RELATIVE TO PROPERTY

Auction R26-350

Location: 10 Randall Ave, Houlton, ME

Disclosure for Heating System:

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

Disclosure for Waste Disposal System:

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

Disclosure for Private Water Supply:

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

Disclosure for Public Water Supply:

Line Malfunctions _____	Not Known <u> X </u>
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Disclosure for Known Hazardous Materials including but not limited to:

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

Signature of Seller _____	Date _____
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Signature of Buyer _____	Date _____
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Dept. of Professional & Financial Regulation
Office of Professional & Occupational Regulation
MAINE REAL ESTATE COMMISSION

35 State House Station Augusta ME 04333-0035



REAL ESTATE BROKERAGE RELATIONSHIPS FORM

Right Now You Are A Customer

Are you interested in buying or selling residential real estate in Maine? Before you begin working with a real estate licensee it is important for you to understand that Maine Law provides for different levels of brokerage service to buyers and sellers. You should decide whether you want to be represented in

a transaction (as a client) or not (as a customer). To assist you in deciding which option is in your best interest, please review the following information about real estate brokerage relationships:

Maine law requires all real estate brokerage companies and their affiliated licensees ("licensee") to perform certain basic duties when dealing with a buyer or seller. You can expect a real estate licensee you deal with to provide the following **customer-level services**:

- ✓ To disclose all material defects pertaining to the physical condition of the real estate that are known by the licensee;
- ✓ To treat both the buyer and seller honestly and not knowingly give false information;
- ✓ To account for all money and property received from or on behalf of the buyer or seller; and
- ✓ To comply with all state and federal laws related to real estate brokerage activity.

Until you enter into a written brokerage agreement with the licensee for client-level representation you are considered a "customer" and the licensee is not your agent. **As a customer, you should not expect the licensee to promote your best interest, or to keep any information you give to the licensee confidential, including your bargaining position.**

You May Become A Client

If you want a licensee to represent you, you will need to enter into a written listing agreement or a written buyer representation agreement. These agreements **create a client-agent relationship** between you and the licensee. As a client you can expect the licensee to provide the following services, **in addition to** the basic services required of all licensees listed above:

- ✓ To perform the terms of the written agreement with skill and care;
- ✓ To promote your best interests;
 - For seller clients this means the agent will put the seller's interests first and negotiate the best price and terms for the seller;
 - For buyer clients this means the agent will put the buyer's interests first and negotiate for the best prices and terms for the buyer; and
- ✓ To maintain the confidentiality of specific client information, including bargaining information.

COMPANY POLICY ON CLIENT-LEVEL SERVICES - WHAT YOU NEED TO KNOW

The real estate brokerage company's policy on client-level services determines which of the three types of agent-client relationships permitted in Maine may be offered to you. The agent-client relationships permitted in Maine are as follows:

- ✓ The company and all of its affiliated licensees represent you as a client (called "**single agency**");
- ✓ The company appoints, with your written consent, one or more of the affiliated licensees to represent you as an agent(s) (called "**appointed agency**");
- ✓ The company may offer limited agent level services as a **disclosed dual agent**.

WHAT IS A DISCLOSED DUAL AGENT?

In certain situations a licensee may act as an agent for and represent both the buyer and the seller in the same transaction. This is called **disclosed dual agency**. *Both the buyer and the seller must consent to this type of representation in writing.*

Working with a dual agent is not the same as having your own exclusive agent as a single or appointed agent. For instance, when representing both a buyer and a seller, the dual agent must not disclose to one party any confidential information obtained from the other party.

Remember!
*Unless you enter into a written agreement
for agency representation, you are
a customer—not a client.*

THIS IS NOT A CONTRACT

It is important for you to know that this form is not a contract. The licensee's completion of the statement below acknowledges that you have been given the information required by Maine law regarding brokerage relationships so that you may make an informed decision as to the relationship you wish to establish with the licensee/company.

To Be Completed By Licensee

This form was presented on (date) June 11, 2026

To _____
Name of Buyer(s) or Seller(s)

by Emily Tilton, Associate Broker

Licensee's Name

on behalf of Realty of Maine

Company/Agency

MREC Form#3 Revised 07/2006
Office Title Changed 09/2011

*To check on the license status of the real estate brokerage company or affiliated licensee go to www.maine.gov/professionallicensing.
Inactive licensees may not practice real estate brokerage.*