CENTRAL MAINE AUCTION CENTER

PROPERTY INFORMATION PACKET

WATERFRONT REAL ESTATE

27 ALLEYS BAY ROAD, BEALS, ME

PROPERTY LOCATION: 27 ALLEYS BAY ROAD, BEALS, ME

PROPERTY NUMBER: R26-353

LIVE BIDDING TIME: FRIDAY, JULY 24TH 2026 @ 11:00 AM

PREVIEW TIME: MONDAY, JULY 13TH 2026 @ 2-3:00 PM

LIVE BIDDING LOCATION: ON-SITE

ACRES: +/- 1.29

INFORMATION: WATERFRONT, 2 BED, 1/1 BATH, 1141 SQ FT, DAYLIGHT BASEMENT

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 R26-353 consisting of real estate at 27 Alleys Bay Road, Beals, 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.

Purchase & Sale Agreement
Auction 26-353

This Agreement is entered into this 24th day of July, 2026, by and between Machias Savings Bank, 4 Center Street, Machias, Maine, 04654, hereinafter sometimes called (the **"SELLER"**), and the following hereinafter referred to as (the **"BUYER"**):

Name: ____

Address: ____

____

Telephone No.: ____

Email Address: ____

Witnesseth

WHEREAS, SELLER is desirous of selling, by public auction, all its right, title and interest in and to the Property, being land and buildings located at 27 Alleys Bay Road, in the Town of Beals, County of Washington, and State of Maine. The real estate is more particularly bounded and described in **Exhibit A**, a copy of which is attached hereto and incorporated herein (the "Real Estate" or the "Property").

WHEREAS, BUYER is desirous of purchasing the Property at said public sale for the sum of

____ (the "Purchase Price").

NOW THEREFORE, the SELLER, in consideration of the nonrefundable deposit of **Five Thousand Dollars ($5,000.00)**, receipt of which is hereby acknowledged, made payable and delivered to Central Maine Auction Center, 44 Concord Drive, Hermon, Maine 04401, does hereby agree to sell and convey the Property to BUYER for the aggregate sum of $____________________ and BUYER agrees to purchase the same for the said price upon the following terms & conditions:

1. The SELLER agrees, at the time of closing and upon receipt of the balance due of the Purchase Price, to execute and deliver to the BUYER a Quitclaim Deed Without Covenant to the Real Estate.

2. BUYER acknowledges that BUYER has had an opportunity to inspect the Property and that the Property is being conveyed hereby, its entirety, "AS IS, WHERE IS, AND WITH ALL FAULTS", unrepaired and without any express or implied warranties of any kind or nature.

3. BUYER agrees, at closing, to pay SELLER the balance of the Purchase Price in cash or certified U.S. funds.

4. Financial Capacity: The BUYER represents to the SELLER that it has the financial capacity and financial resources to effect closing within the time specified by and on the terms and conditions provided by this Agreement. The BUYER'S obligation to purchase the property is **not** conditioned, in whole or in part, upon the BUYER'S ability to obtain financing for the purchase effected hereby.

5. Closing: The closing shall be held at the offices of the SELLER'S counsel (Alexander J. Mihalov, Esq., Perkins Thompson, 200 Middle Street, 9th Floor, Portland, Maine, 04101, 207-400-8149) or at such other location as the BUYER and SELLER may agree upon in writing. Closing shall take place on a date, mutually convenient to the parties, but not in any case later than **thirty (30) days** from the date of the public sale. It is mutually agreed that time is of the essence to this Agreement and said closing.

6. Remedies of SELLER: If BUYER fails to pay the purchase price in full within the time set forth herein and/or fails to comply with any of the provisions of the Agreement, SELLER and Auctioneer, in addition to all other remedies allowed by law or equity, may retain the full deposit as damages. In addition, the Property may be resold in any manner determined by the SELLER, in its sole judgment and discretion, and to any party. Any deficiency, together with all expenses and costs of resale (including attorney's fees) will be paid by the defaulting BUYER. If the BUYER defaults under this Agreement, in addition to other remedies, the Seller shall have the right to assign the BUYER'S rights under this Agreement to a third party.

7. Failure of SELLER to Perform: If the SELLER is unable to convey title as provided in Section 1 of this Agreement, or is unable to perform hereunder for any reason whatsoever beyond SELLER'S control, the sole obligation of the SELLER shall be to refund the BUYER'S earnest money deposit without interest; and upon making such refund, this Agreement shall terminate and the BUYER shall have no further claims against the SELLER.

8. Possession: BUYER shall only be entitled to possession at closing. The Property may be occupied by third parties at the time of the Sale and closing, and the Property is sold subject to any claims such third parties may have to continue possession.

9. Taxes and Other Assessments: Except as provided elsewhere herein, all real property and personal property taxes, including taxes for the current year, any unpaid taxes for any prior year, and any other fees including water and sewer charges due to municipal or quasi-municipal corporations, will be the responsibility of the BUYER.

10. Transfer Taxes: All real estate transfer taxes shall be the responsibility of the BUYER at closing.

11. The Terms and Conditions of Sale are attached as **Exhibit B** and incorporated herein by reference.

12. Risk of Loss: The risk of loss with respect to the Property shall be with the BUYER until Closing occurs.

13. Public Auction Bid Price Disclosure: The SELLER and BUYER authorize the Auctioneer, its agents and employees, to disclose the public auction bid prices to any party prior to the actual closing date, and in the event of a non-confirmed, canceled, or defaulted sale.

14. Release: In consideration of the benefits granted to the BUYER pursuant to this Agreement, the BUYER, on the one hand, hereby releases the SELLER, the Auctioneer, and their respective officers, directors, principals, attorneys, successors, and assigns, on the other hand, from any and all claims, actions, causes of actions, omissions, damages, and suits at law or in equity, however arising, whether known or unknown, and whether now existing or hereafter arising, relating to this Agreement or the subject hereof, including the marketing and conduct of the auction.

15. Entire Agreement: This Agreement represents the entire understanding and agreement of the parties hereto, and the SELLER and the BUYER acknowledge that neither is relying upon any statement or representation, written or oral, of any party of person which has not been embodied in this Agreement.

16. Assignment: BUYER may assign its rights under this Agreement to any third party by a writing approved by SELLER (which approval SELLER may withhold at its discretion and without cause), but such assignment may not mitigate or modify BUYER'S obligations and liability to SELLER pursuant to the terms hereof. Any such assignment, in a form approved by

and acceptable to SELLER, must be executed and delivered by BUYER and the proposed assignee(s) to counsel for SELLER at least seven (7) calendar days prior to the date of closing.

*** SIGNATURES APPEAR ON FOLLOWING PAGE***

IN WITNESS WHEREOF the parties have hereunto set their hands on the date first mentioned.

SELLER:
Machias Savings Bank

____

By: _______________________________

Its: _______________________________

WITNESS:

____

BUYER:

____

By: _______________________________

Its: _______________________________

WITNESS:

____

Exhibit A

Exhibit B

Terms and Conditions of Sale
Real Estate Foreclosure
27 Alleys Bay Road, Beals, Maine
Friday, July 24, 2026 at 11AM

1. Date/Place of Sale: The Property shall be sold, subject to these terms and conditions, on Friday, July 24, 2026 commencing at 11:00 a.m. at 27 Alleys Bay Road, Beals, Maine.

2. Terms of Sale:

a. The sale is subject to all of those terms set forth in the advertisements of the public sale, including, but not limited to, the terms set forth below. Additional terms may be announced orally at the time of the sale.

The Property shall be sold subject to and with the benefit of all development rights, easements, appurtenances, restrictive covenants, rights of way of record, and any easements, restrictions and rights of way which are of record or which are visible upon the face of the earth or as set forth in the Purchase and Sale Agreement, a copy of which is available from the auctioneer.

b. The Real Estate (the "Property") will be sold **"AS IS, WHERE IS, AND WITH ALL FAULTS."** Machias Savings Bank (the "Seller") assumes that bidders have inspected the Property prior to the sale. The Property is offered for sale **"AS IS, WHERE IS, AND WITH ALL FAULTS" unrepaired and without any express or implied warranties of any kind or nature.** Square footage dimensions are approximate and should be independently verified prior to bidding. The Seller, its agents and subagents, assume no liability for errors or omissions in these Terms and Conditions of Sale or in any of the property listings or advertising materials, or in any representations made by any party. Although information has been obtained from sources deemed reliable, the auctioneer makes no guarantees as to the accuracy of the information herein contained or in any other property listing or advertising materials. Any information provided regarding the Property is for informational purposes only, and cannot be relied upon for any purpose. No representations or warranties are made regarding any matter including, without limitation, the accuracy or completeness of any information or materials provided or any comments made by the auctioneer or by the Seller or by any other party, regarding the environmental, structural or mechanical condition of the Property.

c. A deposit to bid of **$5,000.00** must be left with the auctioneer prior to the sale. The deposit must be in the form of Certified U.S. Funds and made payable to Central Maine Auction Center. The deposit to bid is nonrefundable as to the high bidder. Unsuccessful bidders' deposits will be returned immediately after the auction.

d. Taxes and Other Assessments: Except as provided elsewhere herein, all real estate and personal property taxes, including taxes for the current year and any unpaid real estate taxes for any prior year, and any other fees including water and sewer charges due to municipal or quasi-municipal corporations will be the responsibility of the Buyer. The Buyer will be responsible for any sales tax as set forth in the Purchase and Sale Agreement.

e. The balance of the Purchase Price will be due at the Closing of the sale of the Property, which shall occur on or before **thirty (30) days** from the date of the public sale. At the Closing, the Buyer shall pay the balance of the Purchase Price, in certified U.S. funds.

f. The deed to the Property will be by Quitclaim Deed Without Covenant. The high bidder shall at his/her cost pay all real estate transfer taxes (including the Seller's share, if any), whether assessed to purchaser or Seller.

g. The sale is subject to all of the terms set forth in the Purchase and Sale Agreement, the form of which is included in the Property Information Package.

h. If Buyer fails to pay the purchase price in full within the time set forth herein and/or fails to comply with any of the provisions of the Agreement, Seller and Auctioneer, in addition to all other remedies allowed by law or equity, may retain the full deposit as damages. In addition, the Property may be resold in any manner determined by the Seller, in its sole judgment and discretion, and to any party. Any deficiency, together with all expenses and costs of resale (including attorney's fees) will be paid by the defaulting Buyer. If the Buyer defaults under this Agreement, in addition to other remedies, the Seller shall have the right to assign the Buyer's rights under this Agreement to a third party.

i. The Seller and the auctioneer reserve the right, and subject to applicable provisions of Maine Law, to: (i) refuse to accept any irregular bids or bids that do not comply with the terms of sale; (ii) hold periodic recesses in the sale process; (iii) amend the terms of sale orally or in writing, as they deem to be in the best interest of the Seller.

j. A record of bidding will be maintained by the Seller and/or the auctioneer for their own use.

k. Seller, and its assigns, reserves the right to bid without making the required deposit and, if Seller, or its assigns, is the high bidder, to pay for the Property with a credit for amounts secured by the Mortgage.

3. Auction Procedure: Open and verbal. Unless otherwise stated, announcements made on the day of the sale will be subject to all printed material. The method, order of sale, and bidding increments shall be at the sole discretion of the auctioneer. The auctioneer will acknowledge the high bidder at the conclusion of the sale. The high bidder will be required to enter into a purchase and sale agreement with the Seller at the conclusion of the auction.

4. Disclaimer: All bidders are invited to inspect the Property and the public records pertaining thereto prior to making a bid. No warranties, guarantees 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 compliance with any applicable zoning, land use or hazardous waste regulations, laws or ordinances. The Buyer shall assume responsibility and expense for any title search, title examination or title insurance. THE SELLER/AUCTIONEER EXPRESSLY AND SPECIFICALLY MAKES NO, AND SHALL MAKE NO, REPRESENTATIONS OR WARRANTIES REGARDING HAZARDOUS OR TOXIC WASTE, SUBSTANCES, MATTERS OR MATERIALS, AS THOSE TERMS MAY BE DEFINED FROM TIME TO TIME BY APPLICABLE STATE, LOCAL AND FEDERAL LAWS, STORED OR OTHERWISE LOCATED ON THE PROPERTY.

5. Risk of Loss: The risk of loss with respect to the Property shall be with the Buyer until the Closing shall occur.

6. Possession: Buyer shall only be entitled to possession at closing as set forth in the Purchase and Sale Agreement.

7. 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 11, 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.

8. Bidder's Card: By signing for a bid number, the bidder has signed a written and binding contract agreeing to all of the terms and conditions set forth herein. If you do not agree with any of the terms or conditions set forth above, please return your bid number to the auctioneer immediately.

9. Absentee Bids: Absentee or Proxy Bids are subject to all Terms and Conditions of Sale as listed herein or announced at the public sale. Any party submitting a proxy bid must be available, or have a representative available, to execute a Purchase and Sale Agreement at the time of the Sale, and such representative must provide documentation satisfactory to Auctioneer and/or Seller that the representative is duly and appropriately authorized to act on behalf of the parties submitting the proxy bid.

10. Conflict With Purchase and Sale Agreement: In the event of a conflict between these Terms and Conditions of Sale and the terms of the Purchase and Sale Agreement executed by the Seller and the successful bidder, the Purchase and Sale Agreement shall control.

11. Public Auction Bid Price Disclosure: The Seller and Buyer authorize the Auctioneer, its agents and employees, to disclose the public auction bid prices to any party prior to the actual closing date, and in the event of a non-confirmed, canceled, or defaulted sale.

12. Lead-based Paint and/or Lead-based Paint Hazards: Purchaser hereby acknowledges that he/she has waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards and has received a copy of the U.S. Environmental Protection Agency's pamphlet entitled "Protect Your Family From Lead In Your Home."

Property Description

A certain lot or parcel of land, with any buildings or improvements thereon, situated in Beals, County of Washington, and State of Maine, more particularly bounded and described as follows:

Lots 4 and 4-A, in accordance with the plan and survey of the Carver heirs subdivision on Great Wass Island prepared by H.C. Plummer, Jr. and Associates, Land Surveyors, dated April, 1972, to wit:

Lot No. 4: Commencing at an iron pin driven in the ground on die southerly side of Alley’s Bay Road on the division line between Lot No. 4 and Lot No. 5 of said subdivision; thence from said place of beginning running South 4° 00’ East two hundred six and 70/100 (206.70) feet to the southwesterly corner of Lot No. 4 and the northwesterly corner of Lot No. 4-A; thence on a course of North 65° 15’ East one hundred seventeen and 09/100 (117.09) feet to the southeasterly corner of Lot No. 4 and the northeasterly corner of Lot No. 4-A; thence turning and running on a course of North 2° 00’ West by and along the westerly line of Lot No. 3 a distance of two hundred thirty-two and 65/100 (232.65) feet to an iron pipe driven in the ground southerly of said Alley’s Bay Road; thence continuing said last named course a distance of one hundred five and 9/10 (105.9) feet to an iron pin driven in the ground near the shoreline; thence continuing said course an additional distance of two hundred eleven and 5/100 (211.5) feet to an iron pin driven near low water mark; thence by and with low water mark in a general westerly direction to a point in line with the division line between Lot No. 4 and Lot No. 5; thence from said last named point running South 4° East to an iron pipe driven in the ground one hundred three and 1/10 (103.1) feet northerly of the place of beginning; thence running one hundred three and 1/10 (103.1) feet across said Alley’s Bay Road to the point of the beginning.

Lot No. 4-A: Commencing at the northwest corner of said Lot No. 4-A and the southwesterly corner of Lot No. 4; thence North 65° 15’ East one hundred seventeen and 09/100 (117.09) feet to the southwest corner of Lot No. 4 and the northwest corner of Lot No. 3-A; thence by and with the west line of Lot No. 3-A on a course of South 22° 47’ East two hundred and 12/100 (200.12) feet to the line of Carver Industries, Inc. property; thence by and with said Carver Industries, Inc. land South 65° 15’ West one hundred eighty-six (186.00) feet to the southwest corner of the within conveyed lot and the southwest corner of Lot No. 5-A; thence running North 4° 00’ West two hundred thirteen and 87/100 (213.87) feet to the place of beginning. Said Lot No. 4-A contains 0.6958 acres, more or less.

Excepting and reserving from the above-described Lot No. 4, the said public highway known as Alley’s Bay Road together with any utility poles and wires adjacent to the same, now located on or over the within described Lot No. 4.

Being the same premises described in the deed from Manford H. Durkec, Jr. to Home Sweet Home Rentals, LLC, dated October 10, 2023, recorded in the Washington County Registry of Deeds in Book 5054, Page 149.

DISCLOSURES RELATIVE TO PROPERTY

Auction R26-353
Location: 27 Alleys Bay Road, Beals, ME

Disclosure for Heating System:

Type ____ Not Known __X__
Age of System ______________________________________ Not Known __X__
Name of Service Company ______________________________ Not Known __X__
Annual Consumption per Source _________________________ Not Known __X__
Malfunctions or Problems ______________________________ Not Known __X__

Disclosure for Waste Disposal System:

Type of System _____________________________________ Not Known __X__
Date of Installation __________________________________ Not Known __X__
Size and Type of Tank ________________________________ Not Known __X__
Location of Field and Tank _____________________________ Not Known __X__
Malfunctions ______________________________________ Not Known __X__
Service and Contracting ______________________________ Not Known __X__

Disclosure for Private Water Supply:

Type of System _____________________________________ Not Known __X__
Date of Installation __________________________________ Not Known __X__
Malfunctions ______________________________________ Not Known __X__
Location ____ Not Known __X__
Date and Result of Tests ______________________________ Not Known __X__

Disclosure for Public Water Supply:

Line Malfunctions ___________________________________ Not Known __X__

Disclosure for Known Hazardous Materials including but not limited to:

Asbestos ____ Not Known __X__
Radon ____ Not Known __X__
Lead Paint _______________________________________ Not Known __X__
Chemical Spills on Property __________________________ Not Known __X__
Underground Tanks ___________________________________ Not Known __X__

Signature of Seller ____ Date ___________

Signature of Buyer____ Date ___________

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.