



CENTRAL MAINE
**AUCTION
CENTER**

**PROPERTY
INFORMATION
PACKET**

**RESIDENTIAL HOUSE & LAND
23 JUDD STREET, PRESQUE ISLE, ME**

PROPERTY LOCATION: 23 JUDD STREET, PRESQUE ISLE, ME

PROPERTY NUMBER: R26-357

LIVE BIDDING TIME: THURSDAY, SEPTEMBER 10TH 2026 @ 1:00 PM

PREVIEW TIME: THURSDAY, SEPTEMBER 3RD 2026 @ 11-12:00 PM

LIVE BIDDING LOCATION: ON-SITE

ACRES: +/- 0.37

INFORMATION: MAP/LOT 035-115-023

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 R26-357 consisting of real estate at 23 Judd Street, Presque Isle, 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.

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Judgment of Foreclosure and Sale and Order entered on April 24, 2026 in favor of Machias Savings Bank in proceedings in the Aroostook County Superior Court entitled *Machias Savings Bank v. Gregory Renard Upshaw, Jr.*, Docket Number CARSC-RE-25-52, Machias Savings Bank will sell the premises located at 23 Judd Street, Presque Isle, Maine 04769 and described in the mortgage recorded in the Aroostook County (South) Registry of Deeds in Book 6374, Page 206 (the "Property") by on-site public sale at 1:00 p.m. on September 10, 2026 at 23 Judd Street, Presque Isle, Maine 04769, administered by Central Maine Auction Center. An on-site preview shall take place on September 3, 2026 at 11:00 a.m. For more information, please contact Central Maine Auction Center at 207-848-7027.

TERMS AND CONDITIONS OF SALE

The Property shall be sold by public auction to the bidder who makes the highest bid therefor. Any and all persons wishing to bid for the Property must be present prior to the start of the auction and make a deposit of \$5,000.00 in U.S. funds, by bank draft or certified check made payable to Central Maine Auction Center. The successful bidder for the Property shall be required to sign a Purchase and Sale Agreement at the conclusion of the auction, and the balance of the purchase price shall be due and payable in cash or certified funds no later than 30 days after the auction, upon presentation of a deed. The Property shall be conveyed by Quitclaim Deed Without Covenant, Without Warranties, subject to any municipal tax and sewer liens. The Property shall be sold "AS IS, WHERE IS." Machias Savings Bank and its agents make no representations or warranties with respect to the accuracy of any statement as to the boundaries or acreage or as to any other matters contained in any description of the Property, or as to the fitness of the Property for any particular purpose, merchantability, habitability or as to any other matter. Buyer shall pay all transfer taxes.

Additional terms and conditions pertaining to the sale of the Property may be announced at the time of the auction.

Dated: July 31, 2026

/s/ Christopher L. Brooks, Esq.
Attorney for Machias Savings Bank

PURCHASE AND SALE AGREEMENT

AGREEMENT made this 10th day of September, 2026, by and between Machias Savings Bank which has an address of 4 Center Street / P.O. Box 318, Machias, Maine 04654 (“Seller”), and

_____ of _____
_____ (“Buyer”).

1. Property: Seller hereby agrees to sell (pursuant to a foreclosure action found in the Aroostook County Superior Court under Docket No. CARSC-RE-25-52) and Buyer hereby agrees to buy a certain lot or parcel of land, including any buildings thereon, situated at 23 Judd Street, Presque Isle, Maine 04769; being the same premises formerly encumbered by a certain Mortgage dated July 18, 2022 (“Mortgage”) given by Gregory Renard Upshaw Jr., which Mortgage is recorded in the Aroostook County (South) Registry of Deeds in Book 6347, Page 206.

2. Transfer of Property: Buyer and Seller agree that Buyer will deliver the balance of the purchase price within thirty (30) days of the date of the public sale to the offices of Seller’s counsel, Drummond, Woodsum & MacMahon, located at 84 Marginal Way, Suite 600, Portland, Maine 04101.

3. Title: Seller agrees to convey its interest in the property by Quitclaim Deed Without Covenant to be delivered at closing subject to all existing easements, restrictions, encumbrances or other matters which may or may not be of record. Buyer acknowledges that the property is being sold **“as is, where is, without recourse”** and that no representations are made by Seller or its representatives as to the marketability or insurability of title.

4. Purchase Price: Buyer hereby agrees to pay the sum of _____
_____ (\$ _____) in cash, certified check, or cashier's check as follows:

- (i) Five Thousand and 00/100 Dollars (\$5,000.00) at the time of the execution of this Agreement, which is a nonrefundable Down Payment; and
- (ii) The remainder of the Purchase Price, due at the time of closing.

Should Buyer fail to make the payment of the balance due by the closing date, the nonrefundable Down Payment listed above shall be retained by Seller as damages and Seller may pursue other damages if appropriate.

5. Taxes and Municipal Assessments: Except as provided elsewhere herein, all real 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 Buyer. Additionally, Buyer shall be responsible for all real estate transfer taxes associated with the sale of the real estate, whether or not ordinarily attributable to Buyer or Seller. Any taxes or water and sewer charges paid by Seller not more than sixty (60) days prior to the date of the public sale shall be reimbursed by Buyer.

6. Risk of Loss: The risk of loss or damage to said premises by fire or otherwise until the closing is assumed by Buyer.

7. Broker: Seller and Buyer hereby agree that there is no real estate broker involved in this transaction, and that no one is due a commission for this sale, unless such broker was disclosed and agreed upon between Seller and Buyer at the time of auction. If applicable, the real estate broker is:

_____.

8. Damages: In the event Seller defaults and breaches any of the terms of this Agreement, Buyer's damages shall be limited to return of its Down Payment. In the event Buyer defaults and breaches any of the terms of this Agreement, Seller may, at its election, retain Buyer's down payment, bring any legal and equitable claims it may have against Buyer and terminate the Agreement or file suit for specific performance of this Agreement.

9. Merger: No representations or warranties of any kind are made with respect to the property, including, without limitation, its condition or any use to which it may be put. The property is being sold on an "as is", "where is", "without recourse", "with all defects" basis, and any and all warranties, express, implied or otherwise, including, without limitation, the warranties of habitability, merchantability, marketability, insurability and fitness for any purpose, are hereby disclaimed. No representation or warranty is made as to the compliance of the real property with any laws, rules, regulations or ordinances, including zoning, environmental, or hazardous waste laws. Seller, its agents and attorneys shall have no responsibility or liability for the loss of use of the property, loss of time, inconvenience, commercial loss and/or any incidental or consequential damage, loss or injury. Buyer is not entitled to rely on any representations or warranties regarding the property not embodied in this Agreement, and any such representations or warranties have not been authorized by Seller or its agents and attorneys.

10. Possession: Buyer shall be entitled to possession at closing, or as otherwise agreed to in writing by Seller. Buyer is responsible for the eviction of any tenants and/or occupants of the property.

11. Miscellaneous: This instrument is to be construed under the laws of the State of Maine, and sets forth the entire agreement between the parties.

IN WITNESS WHEREOF, the parties have signed this Agreement in duplicate original on the day and year written above.

BUYER(S):

SELLER:

Address:

By:

Its:

SSN

Tel.No. _____



CARIBOU COURT
MAR 23 '26 PM 2:13

STATE OF MAINE
AROOSTOOK, SS

SUPERIOR COURT
CIVIL ACTION
DOCKET NO. CARSC-RE-25-52

23 Judd Street, Presque Isle, Maine 04769
Mortgage Ref: Book 6347, Page 206

MACHIAS SAVINGS BANK,

Plaintiff,

Y.

GREGORY RENARD UPSHAW, JR.,

Defendant.

JUDGMENT OF FORECLOSURE
AND SALE AND ORDER

TITLE TO REAL ESTATE IS INVOLVED

(After notice and hearing) (Without hearing and no opposition pursuant to Rule 7(c)) and on Affidavits, the Court enters judgment in favor of Machias Savings Bank because the Court has found that there has been a breach of conditions in Machias Savings Bank's Mortgage, dated July 18, 2022, and recorded in the Aroostook County Registry of Deeds in Book 6347, Page 206 (hereinafter the "Mortgage") and that there is due Machias Savings Bank on its Note, dated July 18, 2022, with an original unpaid principal balance of \$139,200.00 (hereinafter the "Note") the outstanding principal balance of \$136,147.96, together with accrued interest as of January 27, 2026 in the amount of \$12,950.52 with interest continuing to accrue at the *per diem* rate of \$15.85322, late charges in the amount of \$112.84, escrow advances of \$6,041.73, USDA annual fees in the amount of \$483.63, and attorneys' fees and costs in the amount of \$2,364.89, together with any additional fees and costs incurred through and including the sale of the property.

The order of priority of the liens is:

- a. First, to Machias Savings Bank on its Mortgage, dated July 18, 2022, and recorded in the Aroostook County Registry of Deeds in Book 6347, Page 206, in the outstanding principal amount of \$136,147.96, together with interest, fees, and costs as set forth above, and additional interest, fees, and costs continuing to accrue pursuant to the terms of the Note;

- b. Second, to Defendant, Gregory Renard Upshaw, Jr. should there be any surplus funds remaining.

Pursuant to 14 M.R.S.A §§ 1602-B and 1602-C, the prejudgment interest rate is the Note rate of 4.000% and the post-judgment interest rate shall be the statutory rate of 9.51%.

WHEREFORE, it is hereby expressly directed that judgment be entered against Defendant on COUNT I of Machias Savings Bank's Complaint for Foreclosure by Civil Action, and, therefore, it is hereby ordered and decreed that if Defendant, Defendant's heirs and assigns, do not pay to Machias Savings Bank, its successors and assigns, the amount of the total claim due together with accrued interest and other charges as set forth above within ninety (90) days of the date hereof, then Machias Savings Bank, its successors and assigns, shall be entitled to exclusive possession of the encumbered real estate located at 23 Judd Street, Presque Isle, Maine 04769 (hereinafter the "Real Estate") and Machias Savings Bank may sell said Real Estate and disburse the proceeds of the sale, after deducting the expenses thereof, in accordance with this Judgment and 14 M.R.S.A. §6324.

If applicable, a Writ of Execution shall issue against Defendant for any deficiency, provided that the statutory requirements are met.

A Writ of Possession shall be issued to Machias Savings Bank against Defendant and all other occupants for possession of the Real Estate upon expiration of the ninety (90) day redemption period.

Judgment having entered on COUNT I of Machias Savings Bank's Complaint, COUNT II of Machias Savings Bank's Complaint for Breach of Contract is hereby dismissed without prejudice.

Under 14 M.R.S.A. § 2401(3), the Court finds that all parties have received all required notice of the proceedings and that all notice has been given 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 a court, including service by publication, that the notice was served or given pursuant to the order.

The names and addresses of all parties to this action and their counsel are as follows:

Machias Savings Bank
c/o Andrea T. Holbrook, Esq.
Drummond, Woodsum & MacMahon
84 Marginal Way, Suite 600
Portland, Maine 04101

Gregory Renard Upshaw, Jr.
23 Judd Street
Presque Isle, ME 04769

Machias Savings Bank is ordered to record an attested copy of this Order in the Aroostook County Registry of Deeds and shall pay for the associated recording fees.

The Clerk is specifically directed pursuant to Rule 79(a) to enter this Judgment on the civil docket by a notation incorporating it by reference.

Dated: April 21, 2026

A True Copy
Attest: J. Billotti
Jennifer Billotti
Clerk of Court

[Signature]
Justice, Maine Superior Court

ORDER ENTERED IN COURT'S DOCKET ON: April 24, 2026

I hereby certify that all applicable appeal periods have expired without action.

Dated: _____

Clerk, Aroostook County Superior Court

**Melissa L. Richardson, Registrar
Aroostook County, Maine**

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Fore
part

and



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.

<i>To Be Completed By Licensee</i>	
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.

DISCLOSURES RELATIVE TO PROPERTY

Auction R26-357

Location: 23 Judd Street, Presque Isle, ME

Disclosure for Heating System:

Type _____
Age of System _____
Name of Service Company _____
Annual Consumption per Source _____
Malfunctions or Problems _____

Not Known X
Not Known X
Not Known X
Not Known X
Not Known X

Disclosure for Waste Disposal System:

Type of System _____
Date of Installation _____
Size and Type of Tank _____
Location of Field and Tank _____
Malfunctions _____
Service and Contracting _____

Not Known X
Not Known X
Not Known X
Not Known X
Not Known X
Not Known X

Disclosure for Private Water Supply:

Type of System _____
Date of Installation _____
Malfunctions _____
Location _____
Date and Result of Tests _____

Not Known X
Not Known X
Not Known X
Not Known X
Not Known X

Disclosure for Public Water Supply:

Line Malfunctions _____

Not Known X

Disclosure for Known Hazardous Materials including but not limited to:

Asbestos _____
Radon _____
Lead Paint _____
Chemical Spills on Property _____
Underground Tanks _____

Not Known X
Not Known X
Not Known X
Not Known X
Not Known X

Signature of Seller _____

Date _____

Signature of Buyer _____

Date _____



CENTRAL MAINE
**AUCTION
CENTER**

**PROPERTY
INFORMATION
PACKET**

**RESIDENTIAL HOUSE & LAND
23 JUDD STREET, PRESQUE ISLE, ME**

PROPERTY LOCATION: 23 JUDD STREET, PRESQUE ISLE, ME

PROPERTY NUMBER: R26-357

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Additional terms and conditions pertaining to the sale of the Property may be announced at the time of the auction.

Dated: July 31, 2026

/s/ Christopher L. Brooks, Esq.
Attorney for Machias Savings Bank

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- (ii) The remainder of the Purchase Price, due at the time of closing.

Should Buyer fail to make the payment of the balance due by the closing date, the nonrefundable Down Payment listed above shall be retained by Seller as damages and Seller may pursue other damages if appropriate.

5. Taxes and Municipal Assessments: Except as provided elsewhere herein, all real 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

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11. Miscellaneous: This instrument is to be construed under the laws of the State of Maine, and sets forth the entire agreement between the parties.

IN WITNESS WHEREOF, the parties have signed this Agreement in duplicate original on the day and year written above.

BUYER(S):

SELLER:

Address: _____

By: _____

Its: _____

SSN _____

Tel.No. _____



Melissa Richardson, Registrar of Deeds
Aroostook County South

Bk 6805 PG 56

Instr # 2026005118

06/08/2026 09:26:30 AM

Pages 3

CARIBOU COURT
MAR 23 '25 PM 2:12

STATE OF MAINE
AROOSTOOK, SS

SUPERIOR COURT
CIVIL ACTION
DOCKET NO. CARSC-RE-25-52

23 Judd Street, Presque Isle, Maine 04769

Mortgage Ref: Book 6347, Page 206

MACHIAS SAVINGS BANK,

Plaintiff,

v.

GREGORY RENARD UPSHAW, JR.,

Defendant.

JUDGMENT OF FORECLOSURE
AND SALE AND ORDER

TITLE TO REAL ESTATE IS INVOLVED

~~(After notice and hearing)~~ (Without hearing and no opposition pursuant to Rule 7(c)) and on Affidavits, the Court enters judgment in favor of Machias Savings Bank because the Court has found that there has been a breach of conditions in Machias Savings Bank's Mortgage, dated July 18, 2022, and recorded in the Aroostook County Registry of Deeds in Book 6347, Page 206 (hereinafter the "Mortgage") and that there is due Machias Savings Bank on its Note, dated July 18, 2022, with an original unpaid principal balance of \$139,200.00 (hereinafter the "Note") the outstanding principal balance of \$136,147.96, together with accrued interest as of January 27, 2026 in the amount of \$12,950.52 with interest continuing to accrue at the *per diem* rate of \$15.85322, late charges in the amount of \$112.84, escrow advances of \$6,041.73, USDA annual fees in the amount of \$483.63, and attorneys' fees and costs in the amount of \$2,364.89, together with any additional fees and costs incurred through and including the sale of the property.

The order of priority of the liens is:

- a. First, to Machias Savings Bank on its Mortgage, dated July 18, 2022, and recorded in the Aroostook County Registry of Deeds in Book 6347, Page 206, in the outstanding principal amount of \$136,147.96, together with interest, fees, and costs as set forth above, and additional interest, fees, and costs continuing to accrue pursuant to the terms of the Note;

- b. Second, to Defendant, Gregory Renard Upshaw, Jr. should there be any surplus funds remaining.

Pursuant to 14 M.R.S.A §§ 1602-B and 1602-C, the prejudgment interest rate is the Note rate of 4.000% and the post-judgment interest rate shall be the statutory rate of 9.51%.

WHEREFORE, it is hereby expressly directed that judgment be entered against Defendant on COUNT I of Machias Savings Bank's Complaint for Foreclosure by Civil Action, and, therefore, it is hereby ordered and decreed that if Defendant, Defendant's heirs and assigns, do not pay to Machias Savings Bank, its successors and assigns, the amount of the total claim due together with accrued interest and other charges as set forth above within ninety (90) days of the date hereof, then Machias Savings Bank, its successors and assigns, shall be entitled to exclusive possession of the encumbered real estate located at 23 Judd Street, Presque Isle, Maine 04769 (hereinafter the "Real Estate") and Machias Savings Bank may sell said Real Estate and disburse the proceeds of the sale, after deducting the expenses thereof, in accordance with this Judgment and 14 M.R.S.A. §6324.

If applicable, a Writ of Execution shall issue against Defendant for any deficiency, provided that the statutory requirements are met.

A Writ of Possession shall be issued to Machias Savings Bank against Defendant and all other occupants for possession of the Real Estate upon expiration of the ninety (90) day redemption period.

Judgment having entered on COUNT I of Machias Savings Bank's Complaint, COUNT II of Machias Savings Bank's Complaint for Breach of Contract is hereby dismissed without prejudice.

Under 14 M.R.S.A. § 2401(3), the Court finds that all parties have received all required notice of the proceedings and that all notice has been given 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 a court, including service by publication, that the notice was served or given pursuant to the order.

The names and addresses of all parties to this action and their counsel are as follows:

Machias Savings Bank
c/o Andrea T. Holbrook, Esq.
Drummond, Woodsum & MacMahon
84 Marginal Way, Suite 600
Portland, Maine 04101

Gregory Renard Upshaw, Jr.
23 Judd Street
Presque Isle, ME 04769

Machias Savings Bank is ordered to record an attested copy of this Order in the Aroostook County Registry of Deeds and shall pay for the associated recording fees.

The Clerk is specifically directed pursuant to Rule 79(a) to enter this Judgment on the civil docket by a notation incorporating it by reference.

Dated: April 21, 2026

A True Copy
Attest: J. Billotti
Jennifer Billotti
Clerk of Court

[Signature]
Justice, Maine Superior Court

ORDER ENTERED IN COURT'S DOCKET ON: April 24, 2026

I hereby certify that all applicable appeal periods have expired without action.

Dated: _____

Clerk, Aroostook County Superior Court

**Melissa L. Richardson, Registrar
Aroostook County, Maine**

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Fore
part

and



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.

<i>To Be Completed By Licensee</i>	
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.

DISCLOSURES RELATIVE TO PROPERTY

Auction R26-357

Location: 23 Judd Street, Presque Isle, 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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