

Purchase & Sale Agreement

(Lot #1 and Lot #2: 155 Norris Hill Road, Plossay Shores Road, Clarke Lane and Pisgah Road, Monmouth and Winthrop, Kennebec County, Maine)

This Agreement is entered into this 12th day of June, 2015, by and between Northeast Bank, having a place of business at 500 Canal Street, Lewiston, Maine, hereinafter sometimes called the "**SELLER**", and

(name) _____

(address) _____

(telephone) _____ (ofc) _____ (res)

(SS#) _____ (SS#) _____

County of _____ and State of _____, hereinafter sometimes called the "**BUYER**".

Witnesseth

WHEREAS, SELLER is desirous of selling all its rights, title and interest in and to certain land and buildings situated in the County of Kennebec and State of Maine, located at **155 Norris Hill Road, Monmouth, Kennebec County, Maine and Plossay Shores Road, Clarke Lane and Pisgah Road, Monmouth and Winthrop, Kennebec County, Maine**, all as more particularly bounded and described in Exhibit A, a copy of which is attached hereto and made a part hereof (the "Real Estate"); and

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

(\$ _____)

_____.

NOW THEREFORE, the SELLER, in consideration of the deposit of Twenty Thousand Dollars (\$20,000.00) at the time of the execution of this Agreement, all of which is nonrefundable and the receipt thereof is hereby acknowledged by SELLER, in immediately available U.S. funds, does hereby agree to sell and convey the Real Estate described to the said BUYER for the aggregate sum of \$ _____ (the "Purchase Price") and the said BUYER agrees to purchase the same for the said price upon the following terms and conditions:

1. The BUYER agrees to pay an additional deposit of \$_____ by June 17, 2015, making the total deposit \$_____ (representing 10% of the Purchase Price). 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 Mortgagee's Release Deed describing the Real Estate.
2. BUYER acknowledges that they have had an opportunity to inspect said Real Estate and that the Real Estate is to be conveyed in 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 immediately available U.S. funds.
4. Closing shall be held at such time and place as is convenient to the parties hereto, but in no event any later than twenty-eight days (28) from the date hereof at the office of the SELLER. It is mutually agreed that time is of the essence to this Agreement and said closing.
5. Remedies of SELLER: If BUYER fails to pay the Purchase Price in full within the time set forth and/or fails to comply with any of the provisions of the Agreement, SELLER, in addition to all other remedies allowed by law or equity, may retain the full deposit as damages. In addition, the Real Estate may be resold in any manner to any party and 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 SELLER or a third party.
6. Possession: BUYER shall only be entitled to possession of the Real Estate at closing. The Real Estate may be occupied by third parties at the time of the sale and closing, and the Real Estate is sold subject to any claims such third parties may have to continue possession.
7. Real Estate Taxes: All outstanding real estate taxes, including taxes assessed but unbilled, shall be the responsibility of the BUYER.
8. Transfer Taxes: All real estate transfer taxes shall be the responsibility of the BUYER at closing.
9. Other Assessments: All other unpaid assessments and charges due to municipal or quasi-municipal corporations (if any), including sewer, water, and the like due shall be the responsibility of the BUYER.
10. The Terms and Conditions of Sale attached hereto as **Exhibit B** are incorporated herein by reference.

11. Risk of Loss: The risk of loss with respect to the Real Estate shall be with the BUYER.

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

WITNESS

BUYER

BUYER

WITNESS

WITNESS

SELLER:
NORTHEAST BANK

WITNESS

By: _____
Its:
Printed name:

EXHIBIT A

TRACT, II

Parcel E and Winthrop

Two certain lots or parcels of land, situated in Monmouth/County of Kennebec and State of Maine, bounded and described as follows, to-wit:

Parcel 1: Commencing at the end of a stone wall on the westerly side of the Lewiston Wayne Highway, so-called, at the northeasterly corner of land formerly of Fred McKenney; thence westerly along said stone wall and the northerly line of said McKenney land to an iron pin driven in the ground at the junction of said stone wall and a second stone wall; thence northerly along the second mentioned stone wall and a wire fence to an iron pin set in the ground at the end of a third stone wall; thence easterly along said third stone wall to the westerly line of said highway at an iron pin set in the ground; thence southerly along the westerly line of said highway to the point of beginning.

Parcel 2: Commencing on the easterly line of said Lewiston-Wayne Highway at the southwesterly corner of land owned or occupied by Harry Hallowell; thence easterly along the southerly line of said Hallowell land to land now or formerly of W. Cobb & Son; thence southwesterly along the northwesterly line of said Cobb land to the easterly line of said highway; thence northerly along the easterly line of said highway to the point of beginning, being triangular in shape.

Meaning and Intending to convey the same premises conveyed to Chick Orchards, Inc. by deed from Earl H. Ramsdell dated January 13, 1954 and recorded in the Kennebec County Registry of Deeds at Book 948, Page 97.

Parcel 3: A certain lot or parcel of land situated in Monmouth, County of Kennebec and State of Maine, bounded and described as follows: Bounded on the west by the road leading from Jacob's Corner, so-called, to the State Highway; on the north by land formerly owned by the late H. C. Jacobs; on the east by land formerly owned by L. O. King and land formerly owned by David Marston and on the south by land formerly owned by C. W. Curtis.

Meaning and Intending to convey the same premises conveyed to Chick Orchards, Inc. by deed from Harry A. Hallowell dated December 9, 1953 and recorded in the Kennebec County Registry of Deeds at Book 946, Page 153.

Parcel 4: A certain lot or parcel of land situated in Monmouth, County of Kennebec and State of Maine, bounded and described as follows: Beginning at a stake and stones in the corner of two roads to wit: the State Highway, so-called, leading from Keen's Corner to Winthrop, and the road leading from said State Highway in a northerly direction to Wayne, said point being the junction of said two roads; thence running North $22\frac{1}{2}^{\circ}$ East 30 $\frac{1}{2}$ rods to a stake and stones; thence South 22° East 21 rods to the first mentioned road; thence running South 70° West 21 $\frac{1}{2}$ rods following said last mentioned road to the bounds first mentioned.

Excepting and Reserving deed to Katherine Grosser dated February 17, 1936 and recorded in said Registry at Book 712, Page 289.

Meaning and Intending to convey the same premises conveyed to George H. Chick and Benjamin Chick by deed from Grace B. McKenney dated December 15, 1934 and recorded in the Kennebec County Registry of Deeds at Book 700, Page 344. Reference is hereby made to Corrective Deeds recorded in said Registry at Book 6450, Pages 167 and 170.

Meaning and Intending to convey the same premises conveyed to George Chick and Benjamin Chick by deed from Albert F. Hale dated December 2, 1941 and recorded in the Kennebec County Registry of Deeds at Book 784, Page 334. Reference is made to Seventh Parcel in deed from George H. Chick, Benjamin Chick and Arthur J. Chick to Chick Orchards, Inc. dated May 2, 1950 and recorded in said Registry at Book 891, Page 155.

TRACT, Parcel F
Parcel 8: A certain lot or parcel of land with the buildings thereon situate partly in Winthrop, County of Kennebec and State of Maine and partly in said Monmouth, County of Kennebec and State of Maine, bounded and described as follows, to wit: Commencing at the southeast corner of land formerly of Albertus R. King and now or formerly of George Chick and Benjamin Chick and upon the north line of land now or formerly of B. W. Manwell; thence running northerly along the east line of lands now or formerly of said George Chick and Benjamin Chick and of Mr. or Mrs. Arthur Paine, formerly of said King a distance of sixty-six and six elevenths rods, more or less, following a stone wall to a wire fence; thence at nearly right angles and running easterly along said wire fence a distance of twenty-three and twenty-five elevenths rods, more or less, to another stone wall; thence at nearly right angles and running southerly along said last mentioned stone wall a distance of sixty-six and two thirty-thirds rods, more or less, to land of said Manwell; thence at nearly right angles and running westerly along the northerly line of land of said Manwell following another stone wall a distance of twenty two and two-thirds rods, more or less, to the point of beginning.

Excepting and Reserving the premises conveyed to Leon and Roberta Morse by Chick Orchards, Inc. recorded in Book 6328, Page 175 of the Kennebec County Registry of Deeds.

Meaning and Intending to convey the premises conveyed to George H. Chick and Benjamin Chick by deed from D. Elroy Morse dated November 9, 1944 and recorded in the Kennebec County Registry of Deeds in Book 818, Page 192. Reference is made to Eleventh Parcel in deed from George H. Chick, Benjamin Chick and Arthur J. Chick to Chick Orchards, Inc. dated May 2, 1950 and recorded in said Registry at Book 891, Page 155.

Parcel 9: A certain lot or parcel of land situated in the Towns of Winthrop and Monmouth, County of Kennebec and State of Maine, bounded and described as follows, to wit: Beginning at the northwesterly corner of land now or formerly of Roy Morse; thence easterly on said Morse's northerly line 1041 feet to land now or formerly of Arthur and Lucy Paine; thence northerly on said Paine's west line 700 feet to land of said Paine's; thence westerly on south line of land of said Paine 207 feet; thence southerly 88 feet; thence westerly to the old road from North Monmouth to Tappan's Stock Farm 456 1/2 feet; thence southerly on the line of the old road 742 feet; thence southeasterly on the northerly line now or formerly of B. W. Manwell 100 feet to point begun at.

Excepting and Reserving the premises conveyed to Leon and Roberta Morse by Chick Orchards, Inc. recorded in Book 6328, Page 175 of the Kennebec County Registry of Deeds.

Reserving to the said town of Monmouth the right to take water from the spring situate on the above described premises as reserved or excepted in deed from Marion P. Dunn to George H. Chick et al dated October 12, 1944 and recorded at Book 818, Page 19.

Meaning and Intending to convey the same premises conveyed to George H. Chick and Benjamin Chick by deed from Marion P. Dunn dated October 12, 1944 and recorded in the Kennebec County Registry of Deeds at Book 818, Page 19. Reference is made to Tenth Parcel in deed from George H.

Chick, Benjamin Chick and Arthur J. Chick to Chick Orchards, Inc. dated May 2, 1950 and recorded in said Registry at Book 891, Page 155.

Parcel 10: A certain lot or parcel of land situated in Monmouth, County of Kennebec and State of Maine, bounded and described as follows, to wit: Beginning at the southwesterly corner of land now or formerly of Leslie M. Morse; thence running westerly along land now or formerly owned by Frank Plossay to the southeasterly corner of land of said Morse now or formerly used for a pasture; thence running in a northerly direction to land of Chick Brothers now Chick Orchards, Inc.; thence easterly along land of said Chick Brothers in their South line to the old Tappan Stock Farm Road, so-called; thence southerly along the line of said road to land now or formerly of Arthur Payne; thence South and Southwest along land of said Payne and land of said Morse to the point of beginning.

Excepting and Reserving the well and site of the old slaughter house from the above premises as excepted in the deed from Leslie M. Morse to Chick Brothers dated July 11, 1946 recorded in Book 844, Page 77.

Excepting and Reserving outconveyances to Pauline P. McDougald et als. Dated June 25, 1982 and recorded in said Registry at Book 2482, Page 157.

Subject to an easement granted to Central Maine Power Company for pole rights dated August 5, 1986.

Meaning and Intending to convey the same premises conveyed to Chick Brothers by deed from Leslie M. Morse dated July 11, 1946 and recorded in the Kennebec County Registry of Deeds at Book 844, Page 77. Reference is made to ninth Parcel in deed from George H. Chick, Benjamin Chick and Arthur J. Chick to Chick Orchards, Inc. dated May 2, 1950 and recorded in said Registry at Book 891, Page 155.

Parcel 11: A certain lot or parcel of land, with the buildings thereon, situated in said Monmouth and Winthrop, bounded as follows, viz: Beginning on the west line of the old county road leading past the Tappan Stock Farm from North Monmouth to Wayne Village; thence running in a northerly direction along a stone wall to Wilson Pond, so-called; thence along the shore of Wilson Pond one rod, more or less, to the northwest corner of land now or formerly of Arthur Briddon; thence running in an easterly direction to the northeast corner of land of said Briddon; thence in a southeasterly direction to the corner of a stone wall; thence running in a southerly direction along a stone wall to corner of a stone wall; thence running in an easterly direction along a stone wall to corner of stone wall and a wire fence; thence running along a wire fence in a northerly direction to a point where the fence turns and runs in an easterly direction; thence running in an easterly direction along said wire fence to the road aforesaid; thence running along the old county road to the point of beginning. And bounded on the south by land now or formerly of L. C. Berry; on the west by land now or formerly of Clyde C. Manwell et al; on the north by land now or formerly of Millett Howard and on the east by the aforesaid county road. Together with a right to pass through L. C. Berry's field in common with others in accordance with conveyance to H. Weston Pettingill by L. C. Berry.

Excepting and Reserving from and out of the granted premises a right of way from the south side of the premises herein conveyed; thence running in a westerly direction to land of said Manwells as excepted in deed from Clyde C. Manwell et al to Benjamin Chick et al dated March 23, 1945 recorded in Book 822, Page 546.

Meaning and Intending to convey the same premises conveyed to Benjamin Chick and George Chick by deed from Clyde C. Manwell and Sara C. Manwell dated March 23, 1945 and recorded in the Kennebec County Registry of Deeds at Book 822, Page 548. Reference is made to Eighth Parcel in deed from George H. Chick, Benjamin Chick and Arthur J. Chick to Chick Orchards, Inc. dated May 2, 1950 and recorded in said Registry at Book 891, Page 155.

Being the same premises described in the deed from Kendall W. Cooper to K.W. Cooper & Sons, LLC dated May 26, 2004 recorded in the Kennebec County Registry of Deeds in Book 7961, Page 257.

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EXHIBIT B

ADDITIONAL TERMS AND CONDITIONS OF SALE

1. Terms of Sale:

A. The sale is subject to all of those terms set forth in the Notice of Public Sale dated May 6, 2015, and recorded in the Kennebec County Registry of Deeds in Book 11973, Page 1, including, but not limited to, the terms set forth below.

B. The Real Estate shall be sold as one lot or parcel 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 disclosed in the Notice of Sale or which are of record or which are visible upon the face of the earth or as set forth in the Purchase and Sale Agreement.

C. The Real Estate will be offered as an entirety and is being sold "**AS IS, WHERE IS, AND WITH ALL FAULTS.**" SELLER assumes that bidders have inspected the Real Estate prior to the sale. The Real Estate is offered for sale in its entirety "**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 or promotional/publicity statements and/or materials. 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 or promotional/publicity statements and materials. Any information provided regarding the Real Estate 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 regarding the environmental, structural or mechanical condition of the Real Estate or the fitness of the Real Estate for any particular purpose.

2. Disclaimer: No warranties, guarantees or representations of any kind are made, and all warranties are disclaimed with respect to any improvements located on the Real Estate, including improvements located underground, the location and/or boundaries of the Real Estate or improvements thereon, title to the Real Estate, environmental compliance, or its 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 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 REAL ESTATE. THERE IS NO WARRANTY**

RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT OR THE LIKE IN THIS DISPOSITION.

The SELLER specifically disclaims, and BUYER acknowledges that SELLER shall not be responsible for or obligated now or at any time in the future to, protect, exonerate, defend, indemnify and save BUYER 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 Real Estate.

3. Applicable Law: The auction of the Real Estate and the all other matters relating to the conveyance of the Real Estate shall be governed by the laws of the State of Maine.
4. Lead-based Paint and/or Lead-based Paint Hazards: Buyer 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".