

**Purchase & Sale Agreement**

This Agreement is entered into this 28<sup>th</sup> day of April, 2016, 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 Androscoggin and State of Maine, located at 131 Hogan Road, Lewiston, 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, SELLER is desirous of selling all its right, title and interest in and to certain personal property, if any, located at the Real Estate (the "Personal Property"); and

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

(\$ \_\_\_\_\_) \_\_\_\_\_  
\_\_\_\_\_.

NOW THEREFORE, the SELLER, in consideration of the deposit of Fifteen Thousand Dollars (\$15,000.00) 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 and Personal Property 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 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 and a Secured Party's Release Bill of Sale describing the Personal Property.
2. BUYER acknowledges that they have had an opportunity to inspect said Real Estate and Personal Property and that the Real Estate and Personal Property are to be conveyed in their entirety "AS IS, WHERE IS, AND WITH ALL FAULTS" unrepaid 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 and Personal Property 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 and Personal Property at closing. The Real Estate and Personal Property may be occupied by third parties at the time of the sale and closing, and the Real Estate and Personal Property are 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 and Personal Property 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

### EXHIBIT A

A certain lot or parcel of land in Lewiston, County of Androscoggin and State of Maine, bounded and described as follows:

#### 1. PARCEL

A certain piece or parcel of land situated in said Lewiston with the buildings thereon bounded and described as follows, viz: northwesterly by the Hogan Road, so-called; northeasterly by land now owned or formerly owned by Jerry Clifford; southeasterly by land now or formerly owned by William B. Kilbourne; and southwesterly by land now or formerly owned by the Windsor Mineral Spring Company, and known as the Samuel Given Farm, being fifty-seven (57) acres, more or less.

#### 2. ADDITIONAL RIGHTS

Included herewith are all rights, easements, privileges and appurtenances belonging to the above granted estate including especially, but without limiting the generality of the foregoing, (1) the rights reserved by John G. Mendros and Florence J. Mendros in three deeds to the Holy Trinity Greek Orthodox Church, one recorded in Book 1383, Page 326, a second recorded in Book 1444, Page 38, and the third recorded in Book 2034, Page 314, to the extent the same benefit the above described real estate; and (2) the right reserved to the Servient Parcel to locate and relocate from time to time the right of way granted in the deed from Florence J. Mendros to Olympic Heights LLC dated December 14, 2006 and recorded in Book 7003, Page 82.

#### 3. OUTCONVEYANCES

Excepted herefrom are previously conveyed parcels and rights in the following deeds but reserving any rights reserved in said deeds:

- (1) Deed from John G. Mendros and Florence J. Mendros to the Holy Trinity Greek Orthodox Church of Lewiston dated December 19, 1978 and recorded in Book 1383, Page 326;
- (2) Deed from John G. Mendros and Florence J. Mendros to the Holy Trinity Greek Orthodox Church of Lewiston undated but acknowledged December 11, 1979 and recorded January 8, 1980 in Book 1444, Page 38;
- (3) Deed from John G. Mendros and Florence J. Mendros to the Holy Trinity Greek Orthodox Church of Lewiston dated December 29, 1986 and recorded December 31, 1986 in Book 2034, Page 314;

(4) Deed from John G. Mendros and Florentia J. Mendros to Ronald N. Goulet and Jaye R. Goulet dated June 7, 1990 and recorded June 8, 1990 in Book 2562, Page 245;

(5) Deed from John G. Mendros and Florentia J. Mendros to the Holy Trinity Greek Orthodox Church of Lewiston dated December 31, 1990 and recorded January 2, 1991 in Book 2642, Page 1;

(6) Deed from John G. Mendros and Florence J. Mendros to George Stamboules, Sr., and Janet Lee Stamboules dated July 11, 1995 and recorded August 9, 1995 in Book 3461, Page 129; and

(7) Deed from John G. Mendros and Florence J. Mendros to Jean A. Pleau and Constance J. Pleau dated December 8, 2000 and recorded December 18, 2000 in Book 4559, Page 331.

#### **4. RESERVED PARCEL**

Excepted from the foregoing is the following described parcel of land as reserved in the deed from Florentia J. Mendros to Olympic Heights LLC dated December 21, 2006 and recorded in Book 7011, Page 327:

Beginning on the southeasterly line of Hogan Road at a point located two hundred ninety (290) feet southwesterly of the westerly corner of the land conveyed by John G. Mendros and Florence J. Mendros to Ronald N. Goulet and Jaye R. Goulet dated June 7, 1990 and recorded in Book 2562, Page 245, as measured along said line of Hogan Road;

Thence northeasterly along said line of Hogan Road a distance of two hundred ninety (290) feet to said land conveyed to said Goulets in said deed recorded in Book 2562, Page 245;

Thence southeasterly along said land conveyed to said Goulets in said deed recorded in Book 2562, Page 245 a distance of five hundred (500) feet;

Thence southwesterly on a line parallel to said southeasterly line of Hogan Road a distance of two hundred ninety (290) feet;

Thence northwesterly a distance of five hundred (500) feet to the point of beginning.

Included with this reserved parcel are all rights, easements, privileges and appurtenances belonging to the above described parcel, but subject to all rights and easements encumbering the same.

## 5. EXCEPTIONS

EXCEPTED herefrom are the following:

1. In Book 1046, Page 190, an easement dated September 30, 1971 from John G. Mendros and Florence J. Mendros to Central Maine Power Company and New England Telephone and Telegraph Company.
2. In Book 1046, Page 191, an easement dated September 13, 1971 from John G. Mendros and Florence J. Mendros to Central Maine Power Company.
3. A right of way reserved to Harry Stetson as set forth in the deed from Charles Dube to David Bourget dated April 30, 1928 and recorded May 8, 1928 in Book 381, Page 406 which provides as follows: "subject to a certain right of way reserved to Harry Stetson to get to the wood lot in the rear of the above described premises during the winter season only and not during the planting seasons. The said privilege and right of way to Harry Stetson to reach his wood lot in the rear of the above described premises to be for the winter months of each year while the snow is on the ground and not otherwise."
4. In Book 3440, Page 56, an easement dated June 21, 1995 and recorded June 29, 1995 from Florentia J. Mendros and John G. Mendros to New England Telephone and Telegraph Company and Central Maine Power Company.
5. The easement for a right of way fifty (50) feet in width as described in the deed from Florence J. Mendros to Olympic Heights LLC dated December 14, 2006 and recorded in Book 7003, Page 82.

## 6. SOURCE OF TITLE

For source of title, see the deed from Florentia J. Mendros (aka Florence J. Mendros) to Olympic Heights LLC, dated December 21, 2006 and recorded in the Androscoggin County Registry of Deeds in Book 7011, Page 327.

---

## 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 Sale including, but not limited to, the terms set forth below.

B. The Real Estate and Personal Property 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 and Personal Property 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 and Personal Property prior to the sale. The Real Estate and Personal Property are offered for sale in their 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 and/or the Personal 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 regarding the environmental, structural or mechanical condition of the Real Estate or the quantity or condition of any portion of the Personal Property or the fitness of any item of Personal Property for a particular purpose.

2. Disclaimer: No warranties, guarantees or representations of any kind are made, and all warranties are disclaimed with respect to all of the Personal Property, 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 and/or Personal Property, 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 Personal Property and the all other matters relating to the conveyance of the Real Estate and Personal Property 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".