

PURCHASE AND SALE AGREEMENT

THIS MEMORANDUM OF SALE between **PEOPLE'S UNITED BANK, successor in interest to River Bank**, hereinafter referred to as "Seller" whose mailing address is 125 Daniel Webster Highway, Nashua, New Hampshire 03060 and _____ hereinafter referred to as "Buyer", whose mailing address is _____.

1. **SALE PURSUANT TO FORECLOSURE OF POWER OF SALE CONTAINED IN MORTGAGE.** This is a sale pursuant to a power of sale contained in a Mortgage from **WORLD WIDE PROPERTIES, LLC** dated January 26, 2007 granted to **RIVER BANK** and recorded in the Hillsborough County Registry of Deeds in Book 7800, Page 2313.
2. **MORTGAGED PREMISES.** The property being sold is located at 566 Mast Road, Goffstown, New Hampshire and known as the Pinnardville Mobil and is more particularly described in Exhibit A attached hereto.
3. **PURCHASE PRICE.** Buyer shall pay the sum of \$_____ for the Mortgaged Premises. Deposit in the amount of \$10,000.00 this date paid is to be credited against the purchase price. Buyer shall within five (5) business days pay an additional sum sufficient to make the total deposit equal to 10% of the purchase price. The balance of which is to be paid certified or bank check at the time of the delivery of the deed. Seller shall be entitled to any interest earned on the deposit and the amount to be paid by Buyer shall not be adjusted to reflect any interest earned on the deposit.
4. **ADJUSTMENTS.** There shall be no adjustments to the purchase price. Buyer shall pay the costs of its own counsel and any costs relative to title examination, title insurance, and closing. Seller shall not be obligated to take any action to cause Buyer's title insurer either to issue a title insurance policy to Buyer or to remove any exceptions to the coverage thereunder.
5. **NO FINANCING CONTINGENCY.** Buyer's obligations hereunder are not subject to any contingency for obtaining financing for this purchase.
6. **CLOSING DATE.** A closing shall occur on or before November 21, 2016 at 10:00 a.m. at the offices of the Seller's attorneys, Wensley & Jones, P.L.L.C. at 40 Wakefield Street, Rochester, New Hampshire or at such other location as the parties may determine. **TIME IS OF THE ESSENCE WITH RESPECT TO THE CLOSING DATE.**
7. **DEED STAMPS AND RECORDING FEES.** Buyer shall pay for the transfer tax stamps assessed against both Buyer and Seller required by the law of the State of New Hampshire. Buyer shall pay all recording fees in connection with the transfer of the property.

8. **TRANSFER OF TITLE.** Title to the Buyer shall be transferred by a duly executed foreclosure deed, together with the appropriate affidavits. The responsibility for recording the foreclosure deed and affidavits shall be the sole responsibility of the Buyer. From the execution of this Agreement, the Seller shall have no responsibility, duty or liability other than the tendering of a duly executed foreclosure deed and affidavits upon payment of the balance of the purchase price.
9. **LACK OF REPRESENTATIONS OR WARRANTIES.** Except for warranties arising by operation of law, the conveyance of the Mortgaged Premises will be made by the Seller and accepted by the Buyer without any other express or implied warranties whatsoever, including but not limited to the following:
 - (a) No recitation of the acreage of the Mortgaged Premises, whether contained herein or in any advertisement, shall be deemed to be a warranty or representation with respect thereto but is included herein or thereon merely to aid in the identification of the Mortgaged Premises.
 - (b) Seller makes no warranty or representation regarding the present or future use of the Mortgaged Premises, the condition of the Mortgaged Premises, the acreage of the Mortgaged Premises, the leases, if any, of the Mortgaged Premises, rent rolls, title to the Mortgaged Premises, the description of the Mortgaged Premises, or any other matter.
10. **INSPECTION.** Buyer acknowledges that it is fully satisfied with the physical condition of the premises; and the Buyer covenants and agrees that it will accept the premises in their current condition. The Seller disclaims all warranties of fitness for a particular purpose or of merchantability or habitability, either expressed or implied. The Buyer agrees to take the within described property AS IS. The Buyer agrees and acknowledges that it is their responsibility and obligation to secure the premises as of the date of this Agreement. The Buyer shall be responsible for maintaining insurance coverage on the premises; Seller shall not keep the premises insured against loss for the benefit of the Buyer.
11. **SUBJECT TO PRIOR ENCUMBRANCES.** The title will be transferred subject to all liens or encumbrances that might have priority over the Seller's mortgage interest, including, but not limited to mortgages, attachments, tax liens or any other lien which might be an encumbrance, but not of record.
12. **RISK OF LOSS.** Risk of loss between the auction and the closing shall be entirety on the Buyer.
13. **LIQUIDATED DAMAGES.** If the Buyer fails to perform on or before the Closing Date, with or without cause, Seller may, at its option, retain the deposit in full as reasonable liquidated damages. If the Seller fails to perform, for any reason, with or without cause, Buyer shall be entitled to a return of the deposit in full as its sole remedy.

14. **ASSIGNMENT OF BID.** Buyer shall not assign its accepted bid to purchase the Property without the prior written consent of Seller. Any assignee shall be bound by all of the terms and conditions of this Agreement. If Buyer defaults in the performance of this Agreement, Buyer hereby irrevocably appoints Seller as its attorney-in-fact for the purpose of executing any assignment of Buyer's right under this Agreement.
15. **ACCEPTANCE OF DEED.** Acceptance of a deed by Buyer shall be deemed to be the full performance of every agreement and obligation of Seller.
16. **BROKER.** Seller and Buyer represent to each other that no broker or agent has participated in the sale on its behalf and each will indemnify and save the other harmless from any demand, claim or suit at law or in equity by any broker or agent claiming through him or her, including reimbursement or reasonable attorneys' fees and court cost.
17. **NOTIFICATION OF POSSIBLE PRESENCE OF RADON GAS AND LEAD PAINT.** In compliance with the requirements of RSA 477:4-a, the following information is provided to the Buyer on radon gas and lead paint.

RADON GAS. Radon gas, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or water.

LEAD PAINT. Before 1977, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present.
18. **RIGHT TO TEST FOR RADON.** Seller has not had the Mortgaged Premises tested for the presence of radon or lead paint. Seller and Buyer agree that the Buyer has the right, at Buyer's expense, to enter the Mortgaged Premises for the purpose of having a qualified inspector conduct and complete an investigation to test for elevated levels of naturally occurring radon gas or lead paint in the principal dwelling on the Mortgaged Premises. The results of any such tests shall not be grounds to relieve Buyer of Buyer's obligations to perform under this Agreement.
19. **RELEASE.** Buyer hereby releases Seller and Seller's agents from all claims, losses, or demands, including personal or bodily injuries, and all of the consequences thereof, regardless if presently known, that may arise from the presence of radon or lead paint in any structure on the Mortgaged Premises.
20. **GOVERNING LAW.** This Agreement shall be interpreted and governed by New Hampshire law.

21. **INTEGRATION CLAUSE**. This Agreement constitutes the entire understanding of the parties. All representations, statements and agreements heretofore made are merged in this Agreement which is the full expression of the parties' obligations and neither party in entering this Agreement has relied upon any statement or representation not set forth herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day of October, 2016.

SELLER(S):
PEOPLE'S UNITED BANK

By: _____
Duly Authorized

BUYER(S):

BUYER(S) Social Security # _____

BUYER(S) Telephone # _____

Witness

Witness

Witness

Exhibit A

Goffstown, New Hampshire:

A certain parcel of land with the buildings thereon situated on the southwesterly side of Mast Road in Goffstown, County of Hillsborough and State of New Hampshire depicted as Lot 1 on a plan of land entitled "Subdivision of the Land of Theresa Y. Pinard, Goffstown, N.H.", dated June 8, 1983, prepared by Holden Engineering & Surveying, Inc., which plan is recorded in the Hillsborough County Registry of Deeds as Plan No. 17119 and to which plan reference is hereby made for a more particular description of said parcel.

Together with the following rights reserved in deed of Theresa Y. Pinard to Stephen Camann dated 12-19-1984 and recorded in the Hillsborough County Registry of Deeds at Book 3249, Page 630.

(a) sewer easement; (b) easements for ingress, egress and parking.

This conveyance is made subject to the following:

1. Conditions of a certain contract with the Board of Water Commissioner of the City of Manchester as set forth in a deed from Charlotte Dyke to Una J. Bartlett dated March 1, 1932 recorded in Book 912, Page 98.
2. Conditions and obligation with regard to the well, pipe and water rights set forth in said deed from Charlotte Dyke to Una J. Bartlett dated March 1, 1932 recorded in Book 912, Page 98.
3. Rights and easements granted to New England Telephone and Telegraph Company and the Public Service Company of New Hampshire by instrument dated January 20, 1955 recorded in Book 1415, Page 450.
4. Slope and embankment rights and drainage rights, granted to the State of New Hampshire by deed of Theresa Y. Pinard dated January 18, 1983 recorded in Book 3121, Page 566.
5. Easements for ingress and egress and for parking and sewer easements as set forth in deed of Theresa Y. Pinard dated December 19, 1984 recorded in Book 3249, Page 630.