

SELLER'S SALE MEMORANDUM
AND DEPOSIT RECEIPT

SELLER: Susan R. Abert, Esq., Special Administrator
Estate of Donald M. Bemis, Jr.
8th Circuit—Probate Division—Keene
Case Number: 313-2017-ET-00262
Norton & Abert, P.C.
127 Washington Street
PO Box F
Keene, NH 03431

PURCHASER: _____

MAILING ADDRESS: _____

PHONE NUMBER: (_____)

SOCIAL SECURITY/TAX ID #: _____

NOTICE:

The Notice of Sale of Real Estate, a copy of which is attached as Exhibit A (the "Notice"), scheduling a public auction (the "Public Auction") for September 27, 2018. The Notice and its terms are made a part of this Agreement by reference. Notwithstanding any statement to the contrary herein or in the Notice, any and all outstanding real estate or property taxes (with the exception of the Real Estate Transfer Tax) shall be paid by the Seller from the sales proceeds, and shall not be the responsibility of the Purchaser. The Purchaser shall be responsible for the Real Estate Transfer Tax as set forth in Paragraph 5 herein.

PREMISES:

Land and buildings located at 12 Old Walpole Road, Keene, Cheshire County, New Hampshire, including the personal property located thereon. The premises are more particularly described in the deed from Susan B. Dunton to Donald M. Bemis, Jr., dated October 27, 1960 and recorded at Volume 675, Page 441 of the Cheshire County Registry of Deeds.

BID:

The amount of the high bid made by Purchaser at the Public Auction for the premises:

\$ _____

BUYER'S PREMIUM DUE:

The SELLING PRICE does not include the BUYER'S PREMIUM of seven and a half percent (7.5%) of the SELLING PRICE, due to the Auctioneer at closing.

SELLING PRICE \$ _____ at 7.5 % equals BUYERS PREMIUM \$ _____.

Payment of such an amount by the BUYER in accordance with this Memorandum and the Notice, by Satisfactory Funds, as that term is defined in the Notice, is a prior condition of the Estate's obligation to convey title. This BUYER'S PREMIUM is in addition to the SELLING PRICE and is payable directly to the Auctioneer.

DEPOSIT:

The Deposit delivered to Seller by Purchaser in the amount of:

\$ _____

WITNESSETH

In consideration of the Purchaser's Bid for the Premises, the Purchaser's payment of the Deposit and the Seller's agreement to convey the Premises to the Purchaser pursuant to the terms of the Notice and New Hampshire law, the parties hereby agree as follows:

1. The Purchaser acknowledges that, prior to the making of the Bid, the Purchaser understood that the Bid is irrevocable.

2. The Purchaser agrees to purchase the Premises from the Seller, and the Seller agrees to execute and deliver to the Purchaser a Fiduciary Deed conveying the Premises to the Purchaser, subject to, and upon the terms, conditions and covenants set forth herein and in the Notice.
3. The Purchaser shall pay to the Seller the amount of the Bid, Plus the Buyer's Premium and Less the Deposit, in Satisfactory Funds, as that term is defined in the Notice, and the Seller shall execute the Fiduciary Deed to the Purchaser, on or before the forty-fifth (45th) day from the date hereof (the "Closing Date"), at the offices of Susan R. Abert, Esq., Norton & Abert, P.C., 127 Washington Street, Keene NH 03431.
4. If the Purchaser fails to perform Purchaser's obligations hereunder, the Seller may, at its option, retain the Deposit as liquidated damages by Purchaser's failure to perform.
5. The Purchaser shall be responsible for the preparation and delivery of a settlement statement to Seller on the Closing Date in a form and with calculations previously agreed to by Seller, and both of the required NH Department of Revenue Administration Real Estate Transfer Tax Declarations of Consideration and a Real Estate Transfer Questionnaire pursuant to RSA 78-B:10 and RSA 78-13:10-a. Purchaser shall be responsible for the payment of the entire amount of the New Hampshire Real Estate Transfer Tax required to record the Deed at the appropriate registry of deeds.
6. The provisions of the Notice are incorporated in this Memorandum by reference as if fully set forth herein.
7. The Notice, as supplemented by this Memorandum, shall inure to the benefit of, and be binding upon the Purchaser and the Seller, and their respective heirs, administrators, executors, successors, legal representatives and assigns.
8. The Purchaser acknowledges that the Seller has made no representations as to the quality of title or the physical condition of the Premises to be conveyed the Foreclosure Deed. The Purchaser is buying the Premises "as is" "where is" subject to any outstanding water and sewer assessments, encumbrances, and possession of any tenants. The Seller expressly disclaims any and all warranties regarding the Premises, as further set forth in the Notice.
9. The Seller hereby acknowledges receipt of the Deposit as of the date set forth below.

10. Purchaser may not record this Agreement without the prior written consent of the Seller. Breach by the Purchaser of this provision shall entitle the Seller, at its sole option and discretion to terminate this Agreement by recording a notice of election to terminate in the Cheshire County Registry of Deeds. Seller may record this Agreement if it desires, in its sole discretion.

Dated this ____ day of September, 2018.

WITNESS:

Name:

SELLER:

Susan R. Abert, Esq.
Special Administrator
Estate of Donald M. Bemis, Jr.

PURCHASER:

Name:

Name:

Name:

EXHIBIT A

**THE STATE OF NEW HAMPSHIRE
JUDICIAL BRANCH**

Court Name: **8th Circuit—Probate Division—Keene**
Case Name: **Estate of Donald M. Bemis, Jr.**
Case Number: **313-2017-ET-00262**

NOTICE OF SALE OF REAL ESTATE

The undersigned, **Susan R. Abert, Esq.** (the “Administrator”), was appointed Special Administrator of the **Estate of Donald M. Bemis, Jr., 8th Circuit—Probate Division—Keene, Case Number 313-2017-ET-00262**, on October 23, 2017. Reference is made to a Motion and License to Sell Real Estate to Pay Demands granted by the Court on March 13, 2018; and deed from Susan B. Dunton to Donald M. Bemis, Jr. dated October 27, 1960 and recorded at Volume 675, Page 441 of the Cheshire County Registry of Deeds.

By virtue of the Power of Sale contained in said Motion and License to Sell Real Estate to Pay Demands, the Administrator will sell at **PUBLIC AUCTION** the following premises described in said License to Sell Real Estate (the "Premises").

THE PREMISES TO BE SOLD: Land and buildings located at **12 Old Walpole Road, Keene, Cheshire County, New Hampshire**, including the personal property located thereon. The premises are more particularly described in the deed from Susan B. Dunton to Donald M. Bemis, Jr., dated October 27, 1960 and recorded at Volume 675, Page 441 of the Cheshire County Registry of Deeds.

DATE, TIME AND PLACE OF SALE: THE SALE SHALL BE HELD ON SEPTEMBER 27, 2018 AT 11:00 A.M. PREVAILING LOCAL TIME, ON THE PREMISES AT 12 OLD WALPOLE ROAD, KEENE, CHESHIRE COUNTY, NEW HAMPSHIRE.

TERMS OF SALE: The Premises will be sold without warranties or representations of any kind or manner, subject to all applicable rules, regulations, statutes

and ordinances of public authorities having jurisdiction and subject to all unpaid taxes and other municipal assessments and liens therefore and all other liens, easements, rights, and encumbrances of any and every nature, whether or not of record, and subject to any existing tenants, tenancies, or persons in possession. Notwithstanding any title information contained in this Notice, the Administrator expressly disclaims any representations as to the state of title to the Premises as of the date of this notice or of the date of sale. The Premises shall be sold "AS IS" and "WHERE IS" with all faults, latent or patent and subject to all encumbrances and the Administrator makes and shall make no warranties or representations of any kind in connection with the Premises. In particular, and without limiting the foregoing, the Administrator makes no representations or warranties with respect to the accuracy of any statement as to the boundaries, acreage, frontage or other matters contained in the description of the Premises contained in the deed recorded at Volume 675, Page 441 or otherwise, regarding the future or present use or occupation of the Premises, the condition of the Premises, title to the Premises, or any other matter. All warranties of merchantability or fitness for a particular purpose are and shall be disclaimed. The Administrator expressly disclaims all warranties regarding any fixtures or personalty. Upon information and belief, the Premises was used to service and store motor vehicles and parts and for activities associated with vehicle maintenance. The Premises is being sold subject to and with any and all environmental contamination; any and all environmental contamination on the Premises shall be the liability and responsibility of the purchasing party, and the Administrator expressly disclaims any liability or responsibility for any and all environmental contamination on the Premises. The disposition of personal property located on the Premises is the responsibility of the purchasing party; the Administrator expressly disclaims any responsibility for removal or disposition of said personal property.

In order to qualify to bid at the foreclosure sale, an interested person must present to the Administrator or its agent at the time of sale a deposit of **Ten Thousand (\$10,000.00) Dollars** in cash or by certified check, cashier's or treasurer's check or bank draft ("Satisfactory Funds") or such other form acceptable to Administrator in its sole discretion. Deposits of unsuccessful bidders shall be returned at the conclusion of the public auction. Conveyance of the premises, or an agreed portion thereof, shall be by fiduciary deed.

The successful bidder will be responsible for paying all transfer taxes due by reason of this sale or the fiduciary deed given pursuant to this sale. The successful bidder shall be required to sign a Memorandum of Sale at the conclusion of the public auction and must

pay the balance of the bid price in full in Satisfactory Funds upon tender of Administrator's fiduciary deed at the closing to be held at the office of the Administrator in Keene, New Hampshire, within forty-five (45) days of the sale, time being of the essence. If any successful bidder fails to complete the purchase in a timely manner, the Administrator reserves the right to retain the deposit in full as a result of the bidder's failure to perform. The Administrator shall not be required to deliver to the successful bidder anything other than: (i) a statutory form fiduciary deed; and (ii) a declaration of consideration as required by the New Hampshire Department of Revenue, at closing.

RESERVATION OF RIGHTS: The Administrator reserves the right to (1) cancel or continue the sale to such subsequent date or dates as the Administrator may deem necessary or desirable, (2) reject any and all bids for the Premises; (3) offer the Premises to the second highest bidder, and (4) amend the terms of sale set forth herein by announcement, written or oral, made before or during the auction; and any such changes or amendments shall be binding on all bidders.

FURTHER INFORMATION: Prospective bidders should contact James St. Jean Auctioneers, 45 Exeter Road, PO Box 400, Epping, NH 03042 at (603)-734-4348; www.jsjauctions.com for further information.

Dated this 28th day of August, 2018.

By: _____
Susan R. Abert, Esquire

Susan R. Abert, Esq., Norton & Abert, P.C.
127 Washington Street
PO Box F
Keene NH 03431
(603) 355-8858
Special Administrator
Estate of Donald M. Bemis, Jr.