AT PUBLIC AUCTION

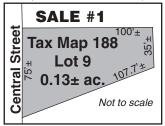
2-FAMILY HOME & VACANT LOT IN NORTH END THURSDAY, NOVEMBER 8 BEGINNING AT 3:00 PM

Each property to be sold from it's respective address

WE HAVE BEEN RETAINED BY THE CITY OF MANCHESTER, NH TO SELL AT PUBLIC AUCTION THESE (2) PROPERTIES WHICH WERE ACQUIRED BY TAX COLLECTOR'S DEED



ID #18-246 • C.1900, 2-family home on an R2, Residential Two Family zoned 0.13± acre lot in East Manchester only minutes to Downtown • 1¾ story home contains 2,203± SF GLA, 9 rooms, 4 bedrooms, 1½ baths, and full basement • Fenced-in back yard, open porch, vinyl siding, and FHW/oil heat • All public utilities • Assessed value: \$178,500. 2017 taxes: \$4,163 • Deposit: \$5,000 • Preview:



• Deposit: \$5,000 • Preview: Thursday, November 1 from 2:00 PM - 4:00 PM and day of sale from 2:00 PM.

Directions: From Manchester City Hall, follow Elm Street south for .2 mile to a left onto Central Street for .9 mile. Property is on the right.

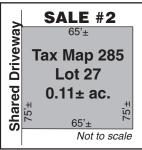
SALE 2 @ 4:00 PM SEVENTH AVENUE (Tax Map 285, Lot 27)



ID #18-247 • Vacant 0.11± acre lot located in a quiet North Manchester neighborhood near the Merrimack River • Lot is level and cleared • Zoning is R1A, Residential One Family Medium Density • Assessed value: \$10,600. 2017 taxes: \$247 • **Deposit:** \$2,500 • **Preview:** Lot is marked, a drive-by is recommended.

Directions: From Manchester City Hall, follow Elm Street

north for .2 mile to a left onto Spring Street for .1 mile. Turn right onto Canal Street for .7 mile, stay left to continue on River Road for 1.6 miles. Turn left onto Ward Street for .3 mile to a right onto Seventh Avenue. Land is on the right behind #40. Access to lot via shared driveway with #50 Seventh Avenue.



Terms: Deposits for each property by cash, certified check, or bank check at time of sale; additional deposit to increase total deposit to 10% of bid price due within 5 business days, balance of purchase due within 45 days from the sale date. *Sales are subject to City confirmation. The City of Manchester reserves the right to reject any and all bids.* Both properties sold "AS IS, WHERE IS" subject to all outstanding liens, if any. Other terms may be announced at time of sale.

10% BUYER'S PREMIUM PAYABLE TO AUCTIONEER DUE AT CLOSING

All information herein is believed but not warranted to be correct. All interested parties are advised to do their own due diligence relative to the buildability/non-buildability of any lot and all matters they deem relevant.

PLOT PLANS, PHOTOS, AND MORE DETAILS ARE AVAILABLE ON OUR WEBSITE





PURCHASE AND SALE AGREEMENT

Agreement made this _____day of November, 2018, between the City of Manchester, New Hampshire, a body corporate and politic, with an address of One City Hall Plaza, Manchester, New Hampshire 03101 (hereinafter SELLER) and

(hereinafter BUYER)

WHEREAS, SELLER has sold at auction sale certain property described in Schedule A, annexed hereto, to BUYER and BUYER is willing to buy upon the terms and conditions set forth at said sale, the terms and conditions contained in the notice of said sale and the terms and conditions contained in this agreement, this agreement having been available for review prior to said sale.

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The terms and conditions as contained in the notice of sale, as supplemented or modified up to the time of auction, are incorporated herein subject to the provisions of paragraph.

2. BUYER agrees to buy the premises described in Exhibit A, annexed hereto. This conveyance is made subject to any existing rights or liens which take precedence over the tax deed vesting title in the SELLER.

3. This conveyance is made subject to a pro rata share, as of the date of the deed, of the 2018 real estate taxes assessed on the premises described in Exhibit A.

1

4.	The B	UYER agreed to pay a purchase price of		
			(\$	_) DOLLARS,
payable as fo	ollows:			
	a)		(\$) DOLLARS
by bank or co	ertified c	heck prior to the signing of this Agreement.		
	b)		(\$) DOLLARS
by bank or co	ertified c	heck due within 5 business days from comn	nittee approval.	
	c)	\$	(\$) DOLLARS
by bank or co	ertified c	heck upon delivery of the deed.		
		UM DUE: The SELLING PRICE does ercent (10%) of the SELLING PRICE, due to		

SELLING PRICE \$	at	_%	equals E	SUYE	ERS
PREMIUM \$ Payment of such an	amount by the	BUY	ER in ac	corda	nce
with the previous clause, by cash or certified check at	closing, is a	prior	condition	ı of	the
SELLER'S obligation to convey title. This BUYE	R'S PREMIUN	A is	in additio	n to	the
SELLING PRICE and is payable directly to the Auctionee	er.				

5. BUYER is purchasing the property "as is, where is" and is not relying upon any warranty, statement or representation, express or implied, made by or for the SELLER or the auctioneer as to the property's title, its condition, or its suitability for any particular use.

6. BUYER shall bring the property into compliance with the zoning ordinances of the City of Manchester and specifically waives any claim the BUYER may have to a nonconforming use or nonconforming building.

7. SELLER makes no warranties as to title, the zoning and permitted uses of the property, the availability of utilities, access to the premises or the condition of the premises.

2

8. SELLER shall convey the property by a **DEED WITHOUT COVENANTS OR** WARRANTIES.

9. BUYER agrees to close on the premises and tender the sum due under 4(b) above and no later than <u>NOON</u> on Monday December 24, 2018 at the Office of the Manchester City Solicitor, One City Hall Plaza, Manchester, New Hampshire or at such other time and place as the BUYER and SELLER may agree to in writing.

10. Time is of the essence with regards to the performance of the obligations called for by this Agreement.

11. This Agreement is subject to the Supplemental Disclosures attached hereto the BUYER as exhibit B. The BUYER acknowledges that these Supplemental Disclosures were reviewed and signed by the BUYER prior to the execution of this Agreement.

12. The BUYER is solely responsible for the removal of any tenants and the disposition of any personal property remaining on the premises.

13. If the BUYER shall default in the performance of BUYER's obligations under this Agreement, the amount set further 4(a) above shall, at the option of the SELLER, become the property of the SELLER as reasonable liquidated damages.

14. In the event that the BUYER should default in the performance of its obligations under this Agreement, the BUYER agrees that its rights to purchase the property set forth in Schedule A, annexed hereto, shall, at the option of the SELLER, be assigned to the SELLER and/or its nominee. This assignment shall be in the nature of a mitigation of damages and acceptance by the SELLER shall not constitute a waiver of any other claim for damages by the SELLER against the BUYER, nor shall it prohibit retention of the amount set forth under 4(a) above as reasonable liquidated damages, to induce the SELLER and/or its nominee to accept assignment hereunder.

3

IN WITNESS WHEREOF, the Parties hereto have set their hands this ______th day of November, 2018.

City of Manchester

Witness

Duly Authorized

Witness

BUYER

EXHIBIT A

Map 0188 Lot 0009, 477 CENTRAL ST as shown in the records of the Board of Assessors of Manchester, New Hampshire. Said property was formerly owned by ESTATE OF GEORGETTE MACARTHUR and was acquired by the City of Manchester, New Hampshire by virtue of a Tax Collector's deed dated March 15, 2018, recorded in the Hillsborough County Registry of Deeds on March 19, 2018 at Book 9057, Page 0909.

EXHIBIT B

The following notifications are made pursuant to N.H. RSA 477:4-a, 477:4-c and 477:4-d.

"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."

Water Supply: Because the SELLER has not actually occupied or resided in the property

information relative to the type of any private water supply system, its location, malfunctions, date

of installation, date of most recent water test and whether there has been a problem such as

unsatisfactory water test, or a water test with notations is unknown and unavailable to the

SELLER.

Private sewage disposal system: Because the SELLER has not actually occupied or resided in the property information as to a private sewage disposal system, if any, its location, malfunctions, the date it was most recently serviced and the name of the contractor who services the system is unknown and unavailable to the SELLER.

DATE

BUYER

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