

**PURCHASE AND SALES AGREEMENT**

The undersigned Buyer and Seller agree as follows:

1. The Buyer is the successful bidder at a Foreclosure Sale conducted by the Seller of property known as: **543 Bunker Hill Road, Auburn, Rockingham County, NH.**
2. The Buyer and Seller acknowledge that the SUCCESSFUL BID was: \$\_\_\_\_\_.
3. Seller acknowledges receipt of \$5,000.00, which was paid pursuant to the requirements of the Notice of Foreclosure for said property.
4. Said deposit shall be forfeited if Buyer does not pay the remainder of the bid as required by said Notice.
5. Seller shall deliver a Foreclosure Deed to Buyer, and Buyer shall tender the remainder of the bid price to the Seller within forty-five (45) days of the Foreclosure at the Registry of Deed of the County where said property is located, unless both parties agree on a different location for the closing.
6. No representations or warranties of accuracy of Title to said property have been made, and the Seller has no responsibility to cure any defect in the Title.
7. Seller has no responsibility to evict any parties from said property.
8. Seller makes no representations concerning mechanic's or materialmen's liens, and Buyer shall hold the Seller or any party, harmless from any liens should they exist. Seller makes no representations as to IRS liens, park rent, condo dues, and the Buyer shall be the property subject to them all.
9. Seller's Representations - Other than as set forth in this Agreement, Seller makes no warranties or representations of whatsoever nature concerning the condition of property or any buildings located thereon, and Buyer understands that he/she they are purchasing the house "as is, where is".
10. In compliance with the requirements of RSA 477:4-a, the following information is provided to the buyer on radon gas and lead paint:
  - a. RADON GAS: Radon gas, the product or 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.
  - b. LEAD PAINT: Before 1977, paint containing lead may be used in structures. The presence of flaking or lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present.
11. In compliance with the requirements of RSA 477:4-c, the following information is provided regarding the water supply and sewerage disposal systems:
  - a. Water Supply – unknown
  - b. Sewerage Disposal – unknown
  - c. UREA Formaldehyde – unknown

Dated this 27th day of November 2018.

**St. Mary's Bank**

Seller: \_\_\_\_\_  
By: Rita Lamont, VP

Buyer: \_\_\_\_\_

## TERMS AND CONDITIONS OF THE AUCTION

This sale is for realty known as 543 Bunker Hill Road, Auburn, Rockingham County, NH, verbal description by the Seller, Mortgagee, the Auctioneer or anyone connected with this sale shall not invalidate nor become part of this sale, as the Buyer, by bidding here today acknowledges that he/she has examined these premises to his/her satisfaction and accepts all known and unknown defects.

The Auctioneer and all parties for whom the Auctioneer may be acting shall not be liable for any reason whatsoever as to the accuracy of description of the listed premises, the bounds, area involved, building and or buildings, taxes and encumbrances of every name and nature. The property dimensions may be approximate, if given.

All Bidders shall deposit the required deposit with the Auctioneer prior to the commencement of the bidding. Failure on the part of the successful Bidder to execute a Foreclosure Real Estate Purchase Agreement after the premises are sold to him/her or failure on the part of the Buyer to perform within the specified time, as stated here today, will result in a forfeiture of deposits as liquidated damages and not as a penalty for not completing this sale.

The Buyer is buying subject to "GUARANTEED PERFORMANCE" of the amount bid and entered on the Foreclosure Real Estate Purchase Agreement. Guaranteed Performance is understood to mean that in the event of default, by this Buyer, necessitating a resale at public auction for any lesser amount, this Buyer will pay the difference between his/her bid and that of the resale bid, if any, and further agrees to pay all costs of collecting said deficiency, if such is needed, to include reasonable attorneys fees, court costs and witness fees. The Buyer shall have no claim to any excess that may be created by a resale.

The owners of the premises, the Mortgagee, the Auctioneers and all parties for whom the Auctioneer may be acting, shall not be liable to any and all persons while you are in, on or about the premises. ALL PERSONS ARE UPON THE PREMISES AT THEIR OWN RISK.

If this parcel cannot be delivered in accordance with the terms as specified, then where a deposit has been made, only the refund of such deposit will be made to the Buyer as the Buyer's sole remedy at law or in equity. The Buyer agrees to accept as full settlement the refund of such deposit and create no liability against the Sellers, The Auctioneers all parties in this sale.

The Auctioneer reserves the following:

- (1) The right to re-offer the listed parcel, opening at the last bid, in the event two or more bidders claim to be the successful bidder.
- (2) The right to bid for and on behalf of any Buyer and the Mortgagee.
- (3) The right to accept or reject any and all bids.

No personal property within, on, or about the listed premises is included in this sale unless specifically listed in an attached sheet as an addendum.

No adjustment shall be made for real estate taxes, water and sewer charges, assessments or other municipal charges, liens or claims in the nature of liens as the successful bidder shall take the property subject to all taxes, charges, assessments, water and sewer charges and liens which take precedence to this mortgage. Buyers shall rely entirely on their own information, judgment and inspection of the property and the public records.

The Buyer shall Pay all costs of recording and all New Hampshire Transfer Tax Stamps.

The title to the premises shall be that which was conveyed by the mortgage deed to the mortgagee and purchaser shall take title to the premises by the usual foreclosure deed without covenants.

The premises are being sold subject to the rights of tenants and occupants in possession, if any. The mortgage holder makes no representation whether the present tenancies are subject to rent control, or what, if any, the monthly rental income is from such tenancies.

The listed premises shall be sold and conveyed without representation or warranties, express or implied of the condition of the realty or fixtures, construction, fitness for habitation, availability of utilities, road frontage or whether the premises conform to applicable state or local building and sanitary codes.

The Buyer will be required to sign a Foreclosure Real Estate Purchase Agreement. In addition, the mortgage makes no representations whether the premises contains asbestos, radon or any other contaminant. The Buyer shall take the premises "AS-IS", subject to prior sale and is sold SUBJECT TO ERROR. Seller assumes that Buyer has inspected the property prior to the auction. Copies of the Foreclosure Real Estate Purchase Agreement are available for the Buyer's inspection. If any dispute arises between or among bidders, the decision of the Auctioneer shall be final and absolute.

The acceptance of the foreclosure deed by the Buyer shall be deemed to be a full performance and

discharge of every agreement and obligation of the seller.

The Auctioneer requests that all qualified bidders please remain on the premises after the parcel is declared as sold, as the auction proceedings are not complete until the deposit as stipulated in the newspaper advertisement has been accepted by the Auctioneer, the Attorney and/or the Mortgagee and the Foreclosure Real Estate Purchase Agreement has been signed.

ACCEPTANCE OF TERMS - ALL BIDDERS, BY BIDDING AT THIS AUCTION SALE SHALL BE DEEMED TO HAVE READ, HEARD AND UNDERSTOOD ALL THE AFOREMENTIONED TERMS AND CONDITIONS OF THIS AUCTION AND BY BIDDING, AGREE TO ABIDE BY SUCH RULES, REGULATIONS, TERMS AND CONDITIONS.

**Dated this 27th day of November 2018.**

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Bidder