

# (3) TAX DEEDED PROPERTIES IN MADISON, NH AT PUBLIC AUCTION

**SINGLE FAMILY HOME, TWO UNDEVELOPED WOODED LOTS  
FRIDAY, MAY 17 AT 4:00 PM**

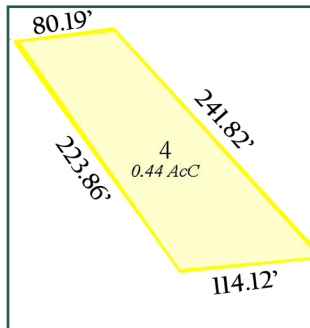
**SALE TO BE HELD AT 363 DANFORTH LANE, MADISON, NH  
Registration from 3:00 PM**

**ID#19-171.** We have been retained by the Town of Madison to sell at Public Auction these (3) properties which were acquired by Tax Collector's Deed. These properties have a total assessed value of \$268,600.

**SALE #1: Tax Map 120, Lot 5, 363 Danforth Lane**  
Cape style home located on a 7.2± acre lot at the end of a quiet dead end road • 1 ½ story home built in 1996 contains 1,081± SF GLA, 2 BR, and 2 BA • Detached equipment shed, open front porch, vinyl siding, and FHW/oil heat • Zoned Rural • Assessed value \$226,400. 2018 taxes \$4,286. **DEPOSIT: \$5,000**



*Sale #1 will be sold subject to Town confirmation.*



**SALE #2: Tax Map 115, Lot 4, Conway Road • ABSOLUTE •**  
Undeveloped 0.44± acre lot with access off Rte. 113 via a right of way • Lot is wooded and gently rolling in topography • Zoned Rural • Assessed value \$26,400. 2018 taxes \$500. **DEPOSIT: \$2,500**

**SALE #3: Tax Map 113, Lot 121, 11 Grison Road • ABSOLUTE •**  
Undeveloped 0.57± acre lot located in the Edelweiss Village community • Lot is wooded and rolling with a brook running through it • Zoned Rural • Assessed value \$15,800. 2018 taxes \$299. **DEPOSIT: \$2,500**



*Sales #2 and #3 will be sold at **ABSOLUTE AUCTION (No minimum! No reserve!)***

**Preview:** Day of sale from 3:00 PM, or by appointment with Auctioneer.

**Terms:** All deposits by cash, certified check, bank check, or other form of payment acceptable to the Town of Madison at time of sale. Balance of purchase price due within 45 days after date of sale. Conveyance by deed without covenants. All 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 & MORE DETAILS ARE AVAILABLE ON OUR WEBSITE**

**James R. St. Jean**  
**A U C T I O N E E R S**

45 Exeter Road, Epping, NH 03042, NH Lic. #2279

**603-734-4348 ■ www.jsjauctions.com**



**AGREEMENT AND DEPOSIT RECEIPT**

**THIS AGREEMENT** made this 17th day of May 2019, by and between the Town of Madison, a municipal corporation organized under the laws of the State of New Hampshire having a principal place of business at 1923 Village Road, Madison, New Hampshire 03849 (hereinafter referred to as the "SELLER") and the

BUYER:

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HAVING A MAILING ADDRESS OF:

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**WITNESSETH:** That the SELLER agrees to sell and convey, and the BUYER, agrees to buy certain land with the improvements thereon, if any, located in Madison, Carroll County, New Hampshire known as:

**MAP: 113 LOT: 121          Street Address: 11 GRISON ROAD**

See deed recorded at Carroll County Registry of Deeds at Book 3159 Page 0672 attached hereto and incorporated herein by reference.

PRICE: The SELLING PRICE is \$\_\_\_\_\_.

The BUYER'S DEPOSIT, receipt of which is hereby acknowledged, by SELLER and which shall be held in escrow by SELLER pending closing, is \$\_\_\_\_\_.

The BALANCE of the SELLING PRICE shall be payable at closing, and tendered in cash, certified check, bank check or attorney's trust account check is \$\_\_\_\_\_.

**BUYER'S PREMIUM DUE:** The SELLING PRICE does not include the BUYER's PREMIUM of ten percent (10%) of the SELLING PRICE, due to the Auctioneer at closing.

SELLING PRICE: \$\_\_\_\_\_ at 10% equals BUYERS PREMIUM \$\_\_\_\_\_

Payment of such an amount by the BUYER is accordance with the previous clause, by cash or certified check at closing, is a prior condition of the Town's obligation to convey title. The BUYER'S PREMIUM is in addition to the SELLING PRICE and is payable directly by BUYER to the Auctioneer.

**DEED:** The SELLER agrees to furnish, at its own expense, a duly executed DEED, without covenants, to the property.

**POSSESSION AND TITLE:** The property is sold in its AS IS, WHERE IS condition, without any warranty as to its use or condition whatsoever, subject to all tenants and rights of use or possession, limitations of use by virtue of prior land use approvals and/or interests secured or inuring to the benefit of abutters, third parties or members of the general public, outstanding municipal changes for sewer, water or betterment assessments/connection or capacity changes for the same, or other matters of record which may impact the use of, or title to, the property, if any, including mortgages, equity lines of credit, liens, condominium assessments/liens, attachments, orders to cease and desist, and any State and Federal tax liens which have survived the Town's acquisition of the property. *Further, the Town does not in any way warranty or guarantee the availability of any municipal land use permits, including building permits, zoning approvals or any other similar permits. It shall be the responsibility of the BUYER to apply for any required permits to the appropriate departments of the Town of Madison.*

**TRANSFER OF TITLE:** The closing shall take place on or before forty-five (45) days after the date of this AGREEMENT. The place and time of TRANSFER OF TITLE shall be determined by mutual agreement. Failing such mutual agreement, the time of transfer shall be on May 17, 2019 at 4:00 PM and shall occur at Madison Town Hall, Madison, NH. Time is of the essence in the performance of this Agreement.

**TITLE:** If the BUYER desires an examination of the title, BUYER shall pay the cost thereof. BUYER acknowledges that TITLE shall be transferred by DEED without covenants. DEED and BUYER'S TITLE shall be subject to all matters of record and as described in the section entitled POSSESSION AND TITLE above.

**TAXES, UTILITIES:** BUYER shall be responsible for any and all utility charges *due for utilities provided to this property*. BUYER shall be responsible for property taxes as of the 2019 tax year, i.e. commencing April 1, 2019.

**RECORDING FEES AND TRANSFER TAX:** BUYER shall be responsible for all recording fees and transfer taxes, which may be assessed with respect to the conveyance, and shall provide all necessary forms to the Town, and shall cause same to be filed as required by law. The SELLER is exempt from the transfer tax but the BUYER must pay its one-half share of \$7.50 per thousand dollars based on the sales price.

**RISK OF LOSS:** Risk of loss from any cause shall be upon the Buyer until the transfer of the property covered hereby.

**LIQUIDATED DAMAGES:** If the BUYER shall default in the performance of his/her obligations under this AGREEMENT, the amount of the deposit and any additional deposit given by the BUYER shall become the property of the SELLER as reasonable liquidated damages. Further, all of the

BUYER'S rights and interests in and to the AGREEMENT shall, without further notice or further consideration, be assigned to SELLER. Upon BUYER'S default or failure to close SELLER reserves this unqualified right to sell the property to the next highest bidder. Alternatively, the BUYER may demand specific performance of this contract to which the SELLER will acquiesce.

**ACKNOWLEDGES AND AGREES:** That the sale of the property as provided for herein is made on an "AS IS" condition and basis with all faults, latent or patent and with no warranties express or implied.

**PRIOR STATEMENTS:** All representations, statements, and agreements heretofore made between the parties hereto are merged in the AGREEMENT, which along fully and completely expressed the respective obligations, and the AGREEMENT is entered into by each party after opportunity for investigation, neither party relying on any statements or representation not embodied in this AGREEMENT shall not be altered or modified except by written agreement signed and dated by both BUYER and SELLER.

**MISCELLANEOUS:** This instrument executed in duplicate, is to be construed as a New Hampshire contract; is to take effect as a sealed instrument; sets forth the entire contract between the parties; is binding upon and ensures to the benefit of the parties and their respective heirs, devisees, executors, administrators, successors, agents and assigns; and may be canceled, modified or amended only by a written instrument signed by both the SELLER and the BUYER.

**ADDITIONAL PROVISIONS:**

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**WITNESS:** The signatures of the above-mentioned parties on the dates as noted below.

**TOWN OF MADISON**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Duly authorized

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

**BUYER**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Duly authorized

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

*Carroll County*  
Register of Deeds, Carroll County

113-121  
MIN.-tax deed  
8/19/14

# TAX COLLECTOR'S DEED

## KNOWN ALL MEN BY THESE PRESENTS

That I, Marcia E. Shackford, Tax Collector for the Town of MADISON, in the County of Carroll and the State of New Hampshire, for the year 2011 by the authority in me vested by the laws of the State, and for consideration received by the Town of MADISON, located at 1923 Village Road, PO Box 248, Madison, NH 03849-0248, do hereby sell and convey to the Town of MADISON, a certain tract or parcel of land situated in the Town of MADISON, New Hampshire aforesaid, taxed by the Selectmen/Assessors in 2011 to:

**LOUNGE, JOHN  
LOUNGE, JOANNE**  
and described in the invoice books as:  

Map	Lot	Sublot
000113	000121	000000

Located At 11 GRISON ROAD

Consisting of 0.570 Acres of Land, including Any Buildings Thereon, as Recorded at the Registry of Deeds in Book 2838, Page 0807.

The deed is the result of the tax lien execution held at the Tax Collector's Office in the above stated Town, in the State of New Hampshire on 04/17/2012, to have and to hold said Premises, with the appurtenances, to said Town's successors/heirs and assigns forever. And I hereby covenant with said Town, that in making this conveyance I have in all things complied with the law, and that I have good right, so far as that right may depend upon the regularity of my own proceedings, to sell and convey the same in manner aforesaid.

In witness whereof, I have hereunto set my hand and seal, the 19<sup>th</sup> day of August in the year of our Lord 2014.

Signed, Sealed and Delivered in the presence of:

\_\_\_\_\_  
Michael R. Brooks  
\_\_\_\_\_  
Josh L. Shackford  
\_\_\_\_\_  
John Arruda

*Marcia E. Shackford*  
\_\_\_\_\_  
Marcia E. Shackford  
MADISON  
Tax Collector

State of New Hampshire, County of Carroll, On August 19, 2014  
Marcia E. Shackford, the above named, personally appearing, did acknowledge the foregoing instrument to be his/her voluntary act and deed. Before me

*Rebecca Van De Water*  
\_\_\_\_\_  
Notary J.P.S.  
My Commission expires: \_\_\_\_\_

083159PS 672

- OWNERSHIP CHANGED 9/16/14
- Avter Assessing
  - Print new card
  - Welcome postcard
  - Map/Lot binder
  - TC/TC review

**REBECCA VAN DE WATER**  
Notary Public  
My Commission Expires Aug 31, 2015

Map: 000113

Lot: 000121

Sub: 000000

Card: 1 of 1

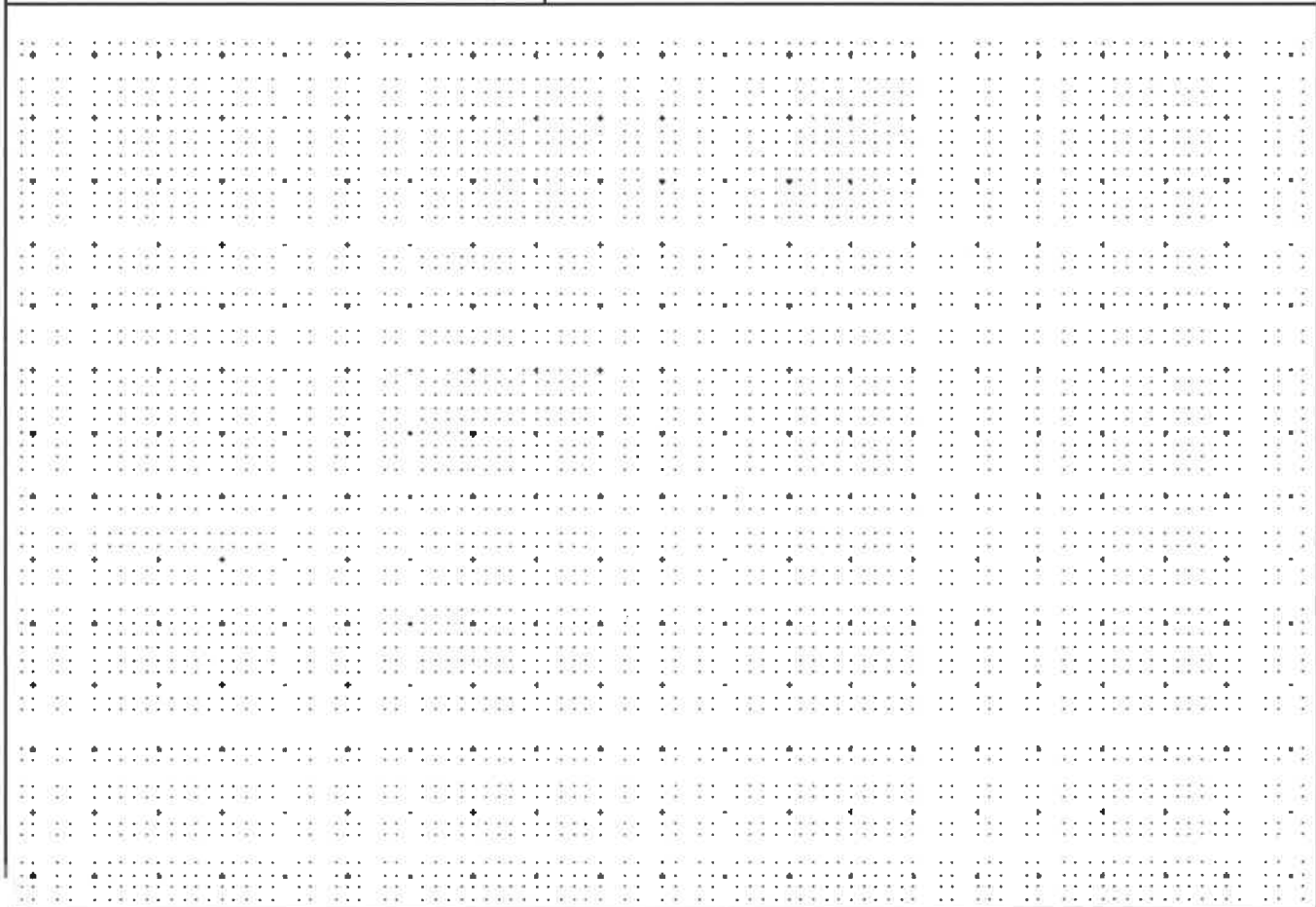
11 GRISON ROAD

MADISON

Printed: 03/27/2019

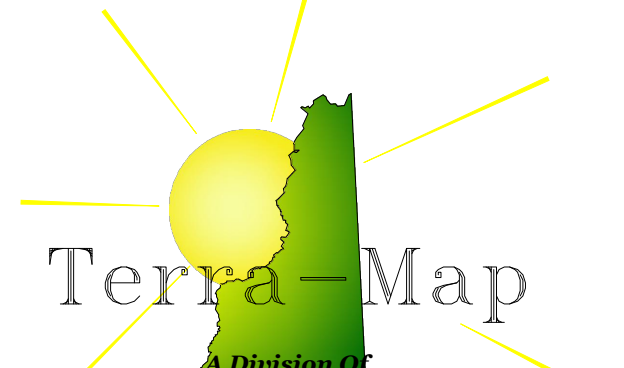
OWNER INFORMATION			SALES HISTORY					PICTURE							
TOWN OF MADISON  PO BOX 248  MADISON, NH 03849-0248			<b>Date</b>	<b>Book</b>	<b>Page</b>	<b>Type</b>	<b>Price</b>	<b>Grantor</b>							
			08/19/2014	3159	0672	U V 35		LOUNGE, JOHN							
			01/14/2010	2838	0807	U V 35	2,750	TOWN OF MADISON							
LISTING HISTORY			NOTES												
01/10/19 INSP MARKED FOR INSPECTION			(WAS 11 GRISON RD) (WAS 38:E201) VACANT PROPERTY												
03/08/04 KJV															
EXTRA FEATURES VALUATION											MUNICIPAL SOFTWARE BY AVITAR				
<b>Feature Type</b>	<b>Units</b>	<b>Lngh x Width</b>	<b>Size Adj</b>	<b>Rate</b>	<b>Cond</b>	<b>Market Value</b>	<b>Notes</b>	<b>MADISON ASSESSING OFFICE</b>							
							<b>PARCEL TOTAL TAXABLE VALUE</b>								
<b>Year</b>	<b>Building</b>	<b>Features</b>	<b>Land</b>												
2017	\$ 0	\$ 0	\$ 15,800												
			Parcel Total: \$ 15,800												
2018	\$ 0	\$ 0	\$ 15,800												
			Parcel Total: \$ 15,800												
<b>2019</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 15,800</b>												
			<b>Parcel Total: \$ 15,800</b>												
LAND VALUATION											LAST REVALUATION: 2015				
Zone: EIDELWEISS			Minimum Acreage: 2.00			Minimum Frontage: 200			Site:		Driveway:		Road:		
<b>Land Type</b>	<b>Units</b>	<b>Base Rate</b>	<b>NC</b>	<b>Adj</b>	<b>Site</b>	<b>Road</b>	<b>DWay</b>	<b>Topography</b>	<b>Cond</b>	<b>Ad Valorem</b>	<b>SPI</b>	<b>R</b>	<b>Tax Value</b>	<b>Notes</b>	
EXEMPT-MUNIC	0.570 ac	45,280	E	100	100	100	100		35	15,800	0	N	15,800	VAC	
		<b>0.570 ac</b>									<b>15,800</b>			<b>15,800</b>	

PICTURE	OWNER	TAXABLE DISTRICTS	BUILDING DETAILS						
	<p>TOWN OF MADISON</p> <p>PO BOX 248</p> <p>MADISON, NH 03849-0248</p>	<table border="1"> <thead> <tr> <th>District</th> <th>Percentage</th> </tr> </thead> <tbody> <tr> <td>Eidelweiss</td> <td>% 100</td> </tr> </tbody> </table>	District	Percentage	Eidelweiss	% 100	<p>Model:</p> <p>Roof:</p> <p>Ext:</p> <p>Int:</p> <p>Floor:</p> <p>Heat:</p> <p>Bedrooms: Baths: Fixtures:</p> <p>Extra Kitchens: Fireplaces:</p> <p>A/C: Generators:</p> <p>Quality:</p> <p>Com. Wall:</p> <p>Stories:</p> <p style="text-align: right;">Base Type:</p>		
	District	Percentage							
	Eidelweiss	% 100							
PERMITS									
Date	Project Type	Notes							



BUILDING SUB AREA DETAILS

2015 BASE YEAR BUILDING VALUATION	
Year Built:	
Condition For Age:	%
Physical:	
Functional:	
Economic:	
Temporary:	%



Phone 603 798-4419 Fax 603 798-4263

A Division Of Avitar Associates of New England, Inc.

www.avitarassociates.com  
TerraMap@avitarassociates.com

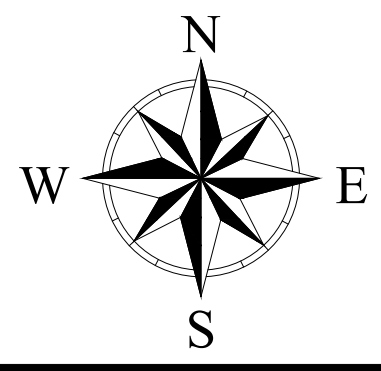
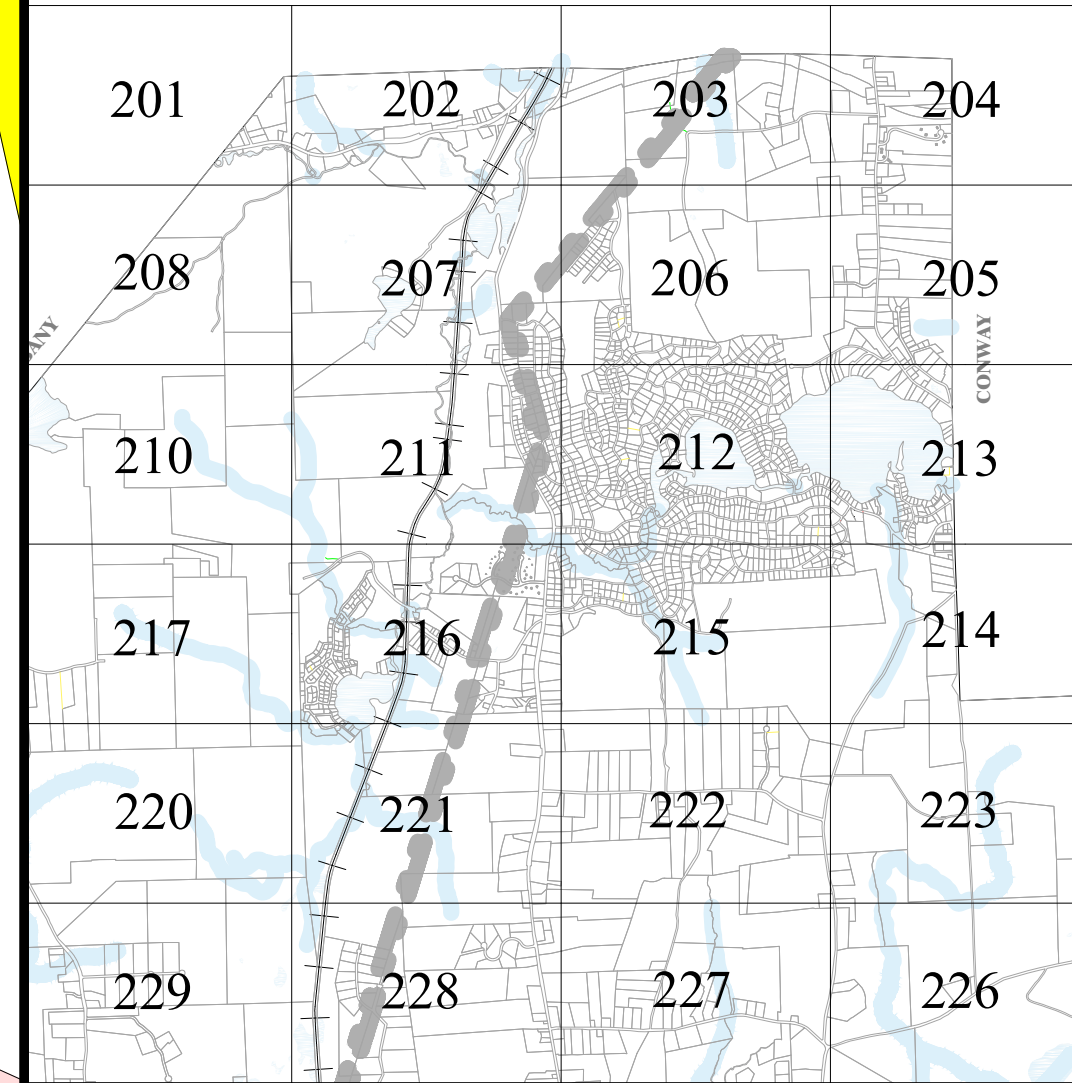
# Town of MADISON Carroll County New Hampshire

## LEGEND

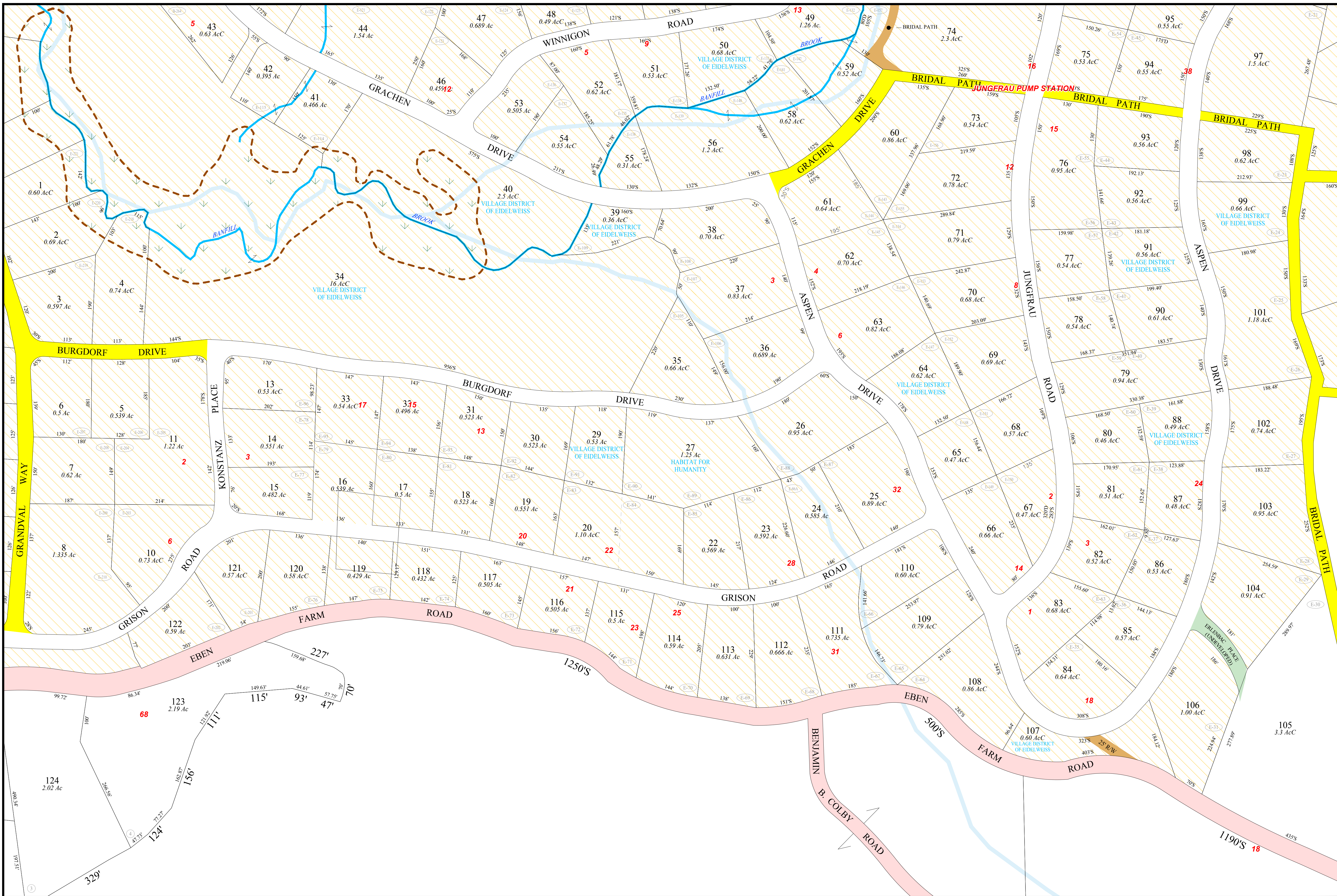
- Parcel Number(PID) 12
- Parcel Acreage 2 Ac.
- Frontage (feet) 200'
- Lakes and Ponds
- Rivers
- Wetlands
- Power Lines
- Railroad
- Buildings/911 Number
- ROW/Private RD/Class A Trail
- Class VI/Undeveloped RD
- Commercial Zone
- Village Zone
- Eidelweiss Zone

## SCALE

50 0 100 200 300 400



# MAP 113



For Assessment Purposes  
Not to be used for conveyances

### MAP NOTES:

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Revised April 1, 2018