

## PURCHASE AND SALE AGREEMENT

**THIS MEMORANDUM OF SALE** between **MIDDLETON BUILDING SUPPLY, INC.** hereinafter referred to as “Seller” whose place of business is 5 Kings Highway, Middleton, New Hampshire 03887, 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 the mortgage from **Cambridge Parkway Realty, LLC to Middleton Building Supply, Inc.** dated January 25, 2017 and recorded in the Carroll County Registry of Deeds in Book 3310, Page 777.
2. **MORTGAGED PREMISES.** The property being sold is land only identified as Lot #\_\_\_\_\_ Blackadar Lane in Moultonborough, County of Carroll and State of New Hampshire depicted on the Town of Moultonborough Tax Map 144, Lot 36-\_\_\_\_ and is more particularly described in Exhibit A attached hereto.
3. **PURCHASE PRICE.** Buyer shall pay the sum of \$\_\_\_\_\_ for the property being purchased. Deposit in the amount of \$\_\_\_\_\_ this date paid is to be credited against the purchase price. The balance of which is to be paid by 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 December 16, 2019 at 11:00 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 and cancel for the benefit of Seller both the Seller’s and the Buyer’s portion of any transfer tax stamps 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. **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.
11. **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.
12. **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.
13. **GOVERNING LAW.** This Agreement shall be interpreted and governed by New Hampshire law.

14. **INTEGRATION CLAUSE.** This Agreement constitutes the entire understanding of the parties.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2019.

**SELLER(S):**  
MIDDLETON BUILDING SUPPLY, INC.

By: \_\_\_\_\_  
Duly Authorized

**BUYER(S):**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Social Security #: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Social Security #: \_\_\_\_\_

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Witness

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Witness

EXHIBIT A

Moultonborough, New Hampshire:

A certain tract of land located in Moultonborough, Carroll County, New Hampshire, and shown as Lot 3 on a plan entitled "Subdivision Plan of Land of Skiffington Homes, Inc. (Tax Map 144, Lot 36), Moultonboro Neck Road & Blackadar Lane, Moultonborough, Carroll County, NH" dated 21 December 2007, revised through 4/24/08, recorded in the Carroll County Registry of Deeds in Plan Book 221, Page 22, described as follows:

**Lot 3 (Tax Map 144, Lot 36-2):**

Beginning at a set rebar in the southerly sideline of Blackadar Lane at Lot 4;

then N 63° 21' 43" E along the southerly sideline of Blackadar Lane a distance of 267.91 feet to a set rebar at Lot 2;

then S 06° 36' 02" E along Lot 2 a distance of 701.50 feet to a set rebar at Tax Map 166, Lot 35;

then S 63° 18' 26" W along Tax Map 166, Lot 35 a distance of 238.38 feet to a found rebar at Lot 4 and Tax Map 166, Lot 36;

then N 08° 54' 14" W along Lot 4 a distance of 692.15 feet to the set rebar which is the point of beginning.

Lot 3 contains 3.82 acres, more or less, according to this plan.

Lot 3 is subject to all matters which appear on the above described plan, particularly Not 7, which states: "All/any residential dwelling constructed on any of the proposed lots within this subdivision shall require the installation of residential fire sprinkler systems in accordance with NFPA 13D, Standard for the Installation of Sprinkler Systems in One and Two Family Dwellings and Manufactured Houses, prior to the issuing of a Certificate of Occupancy.

Subject to the terms and conditions in a utility easement granted by Skiffington Homes, Inc. to Verizon New England, Inc. and Public Service Company of New Hampshire dated September 10, 2007 and recorded in the Carroll County Registry of Deeds in Book 2663, Page 359.

Together with all right, title and interest of Skiffington Homes, Inc. to use, in common with others, the right of way shown on the plan and known as Blackadar Lane.

EXHIBIT A

Moultonborough, New Hampshire:

A certain tract of land located in Moultonborough, Carroll County, New Hampshire, and shown as Lot 4 on a plan entitled "Subdivision Plan of Land of Skiffington Homes, Inc. (Tax Map 144, Lot 36), Moultonboro Neck Road & Blackadar Lane, Moultonborough, Carroll County, NH" dated 21 December 2007, revised through 4/24/08, recorded in the Carroll County Registry of Deeds in Plan Book 221, Page 22, described as follows:

**Lot 4 (Tax Map 144, Lot 36-3):**

Beginning at a set rebar in the southerly sideline of Blackadar Lane at Lot 5;

then N 63° 21' 43" E along the southerly sideline of Blackadar Lane and across the easement area for emergency vehicles a distance of 366.23 feet to a set rebar at Lot 3;

then S 08° 54' 14" E along Lot 3 a distance of 692.15 feet to a found rebar at the intersection of Tax Map 166, Lots 35 and 36;

then S 63° 18' 26" W along Tax Map 166, Lot 36 a distance of 291.83 feet to a set rebar at Lot 5 and Tax Map 166, Lot 36;

then N 14° 57' 04" W along Lot 5 a distance of 673.50 feet to the set rebar which is the point of beginning.

Lot 4 contains 4.98 acres, more or less, according to this plan.

Lot 4 is subject to an easement for emergency services vehicles to utilize the easement area as shown on this plan for a turnaround area. See Note 8 on the above described plan.

Lot 4 is subject to all matters which appear on the above described plan, particularly Not 7, which states: "All/any residential dwelling constructed on any of the proposed lots within this subdivision shall require the installation of residential fire sprinkler systems in accordance with NFPA 13D, Standard for the Installation of Sprinkler Systems in One and Two Family Dwellings and Manufactured Houses, prior to the issuing of a Certificate of Occupancy.

Subject to the terms and conditions in a utility easement granted by Skiffington Homes, Inc. to Verizon New England, Inc. and Public Service Company of New Hampshire dated September 10, 2007 and recorded in the Carroll County Registry of Deeds in Book 2663, Page 359.

Together with all right, title and interest of Skiffington Homes, Inc. to use, in common with others, the right of way shown on the plan and known as Blackadar Lane.

EXHIBIT A

Moultonborough, New Hampshire:

A certain tract of land located in Moultonborough, Carroll County, New Hampshire, and shown as Lot 5 on a plan entitled "Subdivision Plan of Land of Skiffington Homes, Inc. (Tax Map 144, Lot 36), Moultonboro Neck Road & Blackadar Lane, Moultonborough, Carroll County, NH" dated 21 December 2007, revised through 4/24/08, recorded in the Carroll County Registry of Deeds in Plan Book 221, Page 22, described as follows:

**Lot 5 (Tax Map 144, Lot 36-4):**

Beginning at a set rebar in the southerly sideline of Blackadar Lane at Tax Map 167, Lot 3;

Then N 63° 21' 43" E along the southerly sideline of Blackadar Lane a distance of 421.55 feet to a set rebar at Lot 4;

Then S 14° 57' 04" E along Lot 4 a distance of 673.50 feet to a set rebar at Tax Map 166, Lot 36;

Then S 63° 18' 26" W along Tax Map 166, Lot 36 a distance of 291.83 feet to a set rebar at Tax Map 166, Lot 36;

Then N 17° 15' 53" W along Tax Map 166, Lot 36 a distance of 67.64 feet to a set rebar (Note: this course and distance are shown only as L2 on the plan. This information was obtained from the surveyor);

Then N 42° 13' 53" W along Tax Map 166, Lot 36 a distance of 128.89 feet to a set rebar at Tax Map 167, Lot 3

Then N 22° 56' 20" W along Tax Map 167, Lot 3 a distance of 469.92 feet to the set rebar which is the point of beginning.

Lot 5 contains 5.55 acres, more or less, according to this plan.

Lot 5 is subject to a 720 sq. ft. portion of trail over the property line along Blackadar Lane.

Lot 5 is subject to all matters which appear on the above described plan, particularly Not 7, which states: "All/any residential dwelling constructed on any of the proposed lots within this subdivision shall require the installation of residential fire sprinkler systems in accordance with NFPA 13D, Standard for the Installation of Sprinkler Systems in One and Two Family Dwellings and Manufactured Houses, prior to the issuing of a Certificate of Occupancy.

Subject to the terms and conditions in a utility easement granted by Skiffington Homes, Inc. to Verizon New England, Inc. and Public Service Company of New Hampshire dated September 10, 2007 and recorded in the Carroll County Registry of Deeds in Book 2663, Page 359.

Together with all right, title and interest of Skiffington Homes, Inc. to use, in common with others, the right of way shown on the plan and known as Blackadar Lane.

