### **TAX DEEDED PROPERTY IN PLAISTOW, NH -**

## AT PUBLIC AUCTION

# TWO-BEDROOM CONDOMINIUM

THURSDAY, DECEMBER 5 AT 4:00 PM
33 GARDEN ROAD, BUILDING 1, UNIT 8, PLAISTOW, NH



### - SALE TO BE HELD ON SITE -

**ID** #19-280 • We have been retained by the Town of Plaistow to sell at PUBLIC AUCTION, this residential condominium which was acquired by Tax Collector's Deed • Condominium located in the



Southview Terrace condominiums just minutes from the MA border and convenient access to Rte. 125 • Property built in 1987 includes 800± SF GLA, 4 rooms, 2 bedrooms, & 1 bath • Building has brick exterior, assigned parking spot, & FHW/gas heat • Served by community well & septic.

**Real Estate & Tax Data:** Tax Map 26, Lot 46-1-8. Assessed Value: \$137,400. 2018 Taxes: \$3,379.

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

**Terms:**\$5,000 deposit by cash, certified check, bank treasurer's check or other payment acceptable to the Town of Plaistow at time of sale, balance due within 30 days. SALE IS SUBJECT TO TOWN CONFIRMATION. THE TOWN OF PLAISTOW RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS. Conveyance by deed without covenants. Property sold "as is, where is" subject to all outstanding liens, if any. The Town of Plaistow makes no representation regarding occupancy which will be the Buyers responsibility. 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 make independent investigations of all matters they deem relevant.

ADDITIONAL INFORMATION & PHOTOS ARE AVAILABLE ON OUR WEBSITE

James R. St. Jean



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

- 603-734-4348 • www.jsjauctions.com

#### AGREEMENT AND DEPOSIT RECEIPT

THIS AGREEMENT made this day of, 2019, by and between the Town o
Plaistow, a municipal corporation organized under the laws of the State of New Hampshire, having a
principal place of business at 27 Elm Street, Plaistow, NH 03865 (hereinafter referred to as the "SELLER")
and the BUYER
having an address of
WITNESSETH: That the SELLER agrees to sell and convey, and the BUYER agrees to buy a certain condominium unit, located in Plaistow, New Hampshire, known as:
Map: 26 Lot: 46-1-8 Address: 33 Garden Road, Bldg. 1, Unit 8
PRICE: The SELLING PRICE is \$
The BUYER'S DEPOSIT, receipt of which is hereby acknowledged, in the sum of \$
The BALANCE OF THE SELLING PRICE shall be payable at closing, and tendered in cash or certified
check in the amount of \$
<b>BUYER'S PREMIUM DUE:</b> The SELLING PRICE does not include the BUYER'S PREMIUM of terpercent (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 in accordance with the previous clause, by cash or certified

Payment of such an amount by the BUYER in accordance with the previous clause, by cash or certified check at closing, is a prior condition of the Town's obligation to convey title. This BUYER'S PREMIUM is in addition to the SELLING PRICE and is payable directly 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 of 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 charges for sewer, water of betterment assessments/connection or capacity charges 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, attachments, orders to cease and desist, and any State and Federal tax liens which have survived the Town's acquisition of the property.

**TRANSFER OF TITLE:** Shall be given on or before thirty (30) 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 as designated by the SELLER and shall occur at Plaistow Town Hall, 27 Elm Street, Plaistow, NH 03865. **Time is of the essence**.

#### AGREEMENT AND DEPOSIT RECEIPT (Cont'd)

**TITLE:** The Town of Plaistow is conveying all right, title and interest, IF ANY, it has in the property. If the BUYER desired 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 matters of record and as described in the section entitled POSSESSION AND TITLE above.

**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 may, at the option of the SELLER, 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 qualified 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 faults, latent or patent. The Town of Plaistow makes no representation regarding occupancy which will be the Buyers responsibility.

**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.

ADDITIONAL PROVISIONS:		
WITNESS: The signatures of the above	ve-mentioned parties on the dates as noted below.	
TOWN OF PLAISTOW By:	BUYER By:	
Its:	Its: Duly authorized	
Date:	Date:	
Witness:	Witness:	

33 GARDEN RD B1 U08	MAP/LOT: 26-046	-001-008	ZONING: C-1	LIVING UNITS:	1	CLASS: E - 9	02 CARD #	1 OF 1	
CURRENT OWNER/ADDRESS	    LAND DATA:						NBHD ID:	208.00	
TOWN OF PLAISTOW NH		TYPE	SIZE	INFLUENCE FACTORS	g	LAND VALUE	- ASS	ESSMENT INFO	ORMATION -
145 (47.1) 000000								PRIOR	CURRENT
145 MAIN STREET PLAISTOW NH 03	3865   						LAND BUILDING TOTAL	22,000 52,500 74,500	55,000 82,400 137,400
							- PR	OPERTY VISI?	T HISTORY -
DEED BOOK: 5926 DEED PAGE: 2577 DEED DATE: 20180702		TOT. ACRE		TOTAL	L LAND VALUE:	55,000	20	160610 MW 100215 TC 070212 TC	REVIEW NOT AT HOME NOT AT HOME UPDATE
Sale info not verified by assess	sor's office								
SALES DATA:	PERMIT D	ATA:				ADDITION DATA	:		
Date Type Price	Valid Date	# Amount	Purpose	   Lower Level	First Floor	Second Floo	r Third Floo	r Area	Value
070119 LAND + BLDG 110,000 81  DWELLING DATA: Style: CONDOMINIUM House Color: WHITE Story Ht. 1.00		B B C D E F F G H					00 00 00 00 00 00 00		
Full Baths: 1 Half Baths: 1 Half Baths: 5 Hotal Fixtures: 5 Hasement: PIER/SLAB Sin Bsmt. Living Area: 0 Hasement Rec Room Area: 0	men.	Plumbing Additions Unfin. Area Basement Attic Heat/AC Adj. FBLA	-21,450						
Heating System: GAS Heating Type: BASIC FIREPLACE WB: / Mtl: Basement Garage (# cars) Ground Flr Area: 800 Total Living Area: 800 Quality Grade: C- Condition: AVERAGE Marketability: AV Year Built: 1987	/	Rec Rm Fireplace Bsmt. Gar. SUBTOTAL Grade Factor C & D Factor TOTAL RCN % Good Market Adj. Ecnom Obsicn	107,690 0.90 96,920 0.85						
Eff. Year Built: Unfinished Area:		Functn Obslcr Nbhd/Style Ac	ij. 1.00						
Unheated Area: OUTBUILDING D	DATA	Under Constcr TOTAL RCNLD	82,400						
Type Qty Yr Sizel Size2 Grd	Cond Ma V	alue							

VALUE FLAG:5

NOTES: SOUTHVIEW TERR END UNIT RIGHT REAR, MIDDLE FLR

OUTBUILDING TOTAL:

