

PURCHASE AND SALE AGREEMENT

THIS MEMORANDUM OF SALE between **PROFILE BANK** hereinafter referred to as “Seller” whose place of business is 45 Wakefield Street, Rochester, 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 **David Champy, Sr. a/k/a David Champy to Profile Bank** dated May 4, 2015 and recorded in the Carroll County Registry of Deeds in Book 3198, Page 329.
2. **MORTGAGED PREMISES.** The property being sold is located at 55 Long Ridge Road in the Village of Sanbornville, Town of Wakefield, New Hampshire, County of Carroll and State of New Hampshire depicted on the Town of Wakefield Tax Map 88, Lot 9, 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 January 16, 2021 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 _____, 2020.

SELLER(S):
PROFILE BANK

By: _____
Duly Authorized

BUYER(S):

Print Name: _____
Social Security #: _____

Print Name: _____
Social Security #: _____

Witness

Witness

Witness

EXHIBIT A

Wakefield, New Hampshire:

A certain tract or parcel of land together with any buildings thereon situated on the westerly side of Old Route 16, so-called, in the Town of Wakefield, County of Carroll, State of New Hampshire and being Lot No. 2 on a plan entitled "Subdivision of Land of George A., Jr., and Nancy Knight in Wakefield, New Hampshire", which plan was prepared by the Great East Survey Company, and which plan is recorded in Plan Book 87, Page 73 of the Carroll County Registry of Deeds, and which tract of land is bounded and described as follows:

Beginning at a point, which point is the southeasterly corner of the herein described property and which point is on the westerly side of said Old Route 16 at the intersection of the proposed 50 foot wide right-of-way or roadway as shown on said plan; thence running S 51° 40' W along said 50 foot wide right-of-way a distance of 400 feet, more or less, to Lot No. 4 as shown on said Plan; thence turning and running N 64° 27' 38" W along Lot No. 4 as shown on said plan, a distance of 266.48 feet, more or less, to land now or formerly of Helen Kittell; thence turning and running N 54° 57' 03" E along land of said Kittell a distance of 400.00 feet, more or less, to Old Route 16; thence turning and running S 66° 56' 41" E along a stonewall on Old Route 16 a distance of 246.43 feet, more or less, to said 50 foot wide right-of-way, being the point of beginning.

The above described property is conveyed SUBJECT TO restrictions, which restrictions are dated April 26, 1978 and recorded in the Carroll County Registry of Deeds.