

(2) TAX DEEDED PROPERTIES IN MANCHESTER, NH AT

PUBLIC AUCTION



DETACHED CONDO & SINGLE FAMILY HOME WEDNESDAY, MARCH 3 BEGINNING AT 3:00 PM

We have been retained by the City of Manchester, NH to sell at **PUBLIC AUCTION** these (2) properties which were acquired by Tax Collector's Deed.

Each property to be sold from its respective address



SALE 1 @ 3:00 PM

93 WESTCHESTER WAY, UNIT #4

ID# 21-108 • Detached condo located in the Talons at Radburn private community, 2003 built unit is positioned close to Interstate 93 and only minutes to downtown • Single story home contains 1,440± SF GLA, 5 rooms, 2 bedrooms, 1 ½ baths, and full unfinished basement • Back deck, attached 2-car garage, vinyl siding, central A/C and FHA/gas heat • Condo fee of \$300/mo • All public utilities • Tax Map 645B Lot 183; Assessed value \$192,800. 2020 taxes \$4,754.

DEPOSIT \$10,000

Directions: I-93 to exit 8, turn left off the exit onto Wellington Road to a left onto Edward J Roy Drive for 0.5 mi then left onto Wellington Hill Road for 0.2 mi, right onto Radburn Street for 0.1 mi to a left onto Westchester Way to stop sign, right to stay on Westchester Way, unit is on right.



SALE 2 @ 4:00 PM • 72 CLAIRE STREET

ID# 21-109 • 1956 ranch style home located near the Mall of New Hampshire on a 0.16± acre lot • Single story home with 904± SF GLA, 5 rooms, 3 bedrooms, 1 bath, and unfinished basement • Vinyl siding, side patio, detached shed, central A/C, and FHA/Oil Heat • All public utilities • Tax Map 921, Lot 14; Assessed value \$155,700. 2020 Taxes \$3,840. **DEPOSIT \$5,000**

Directions: I-293 to Exit 1, follow South Willow Street southerly for appr. ½ mile to a left onto Huse Road for 0.4 mi, turn right onto Claire Street, home is on the left.

PREVIEWS: By appointment with auctioneers and one hour prior to sale.

Terms: Deposits for each property by cash, certified check, or bank check at time of sale, balance of purchase price due no later than **Friday, April 16, 2021 at 12:00 PM**. Sales are subject to City confirmation. The City of Manchester reserves the right to reject any and all bids. Both 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 on all matters they deem relevant.

FOR MORE INFORMATION PLEASE VISIT OUR WEBSITE JSJAuctions.com

James R. St. Jean
AUCTIONEERS

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

603-734-4348 ■ www.jsjauctions.com



PURCHASE AND SALE AGREEMENT

Agreement made this 3rd day of March, 2021 between the City of Manchester, New Hampshire, a body corporate and politic, with an address of One City Hall Plaza, Manchester, New Hampshire 03101 (hereinafter SELLER) and

(hereinafter BUYER)

WHEREAS, SELLER has sold at auction sale certain property described in Schedule A, annexed hereto, to BUYER and BUYER is willing to buy upon the terms and conditions set forth at said sale, the terms and conditions contained in the notice of said sale and the terms and conditions contained in this agreement, this agreement having been available for review prior to said sale.

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The terms and conditions as contained in the notice of sale, as supplemented or modified up to the time of auction, are incorporated herein subject to the provisions of paragraph.
2. BUYER agrees to buy the premises described in Exhibit A, annexed hereto. This conveyance is made subject to any existing rights or liens which take precedence over the tax deed vesting title in the SELLER.
3. This conveyance is made subject to a pro rata share, as of the date of the deed, of the 2020 real estate taxes assessed on the premises described in Exhibit A.

4. The BUYER agreed to pay a purchase price of _____
_____ (\$_____) DOLLARS,

payable as follows:

a) Ten Thousand _____ (\$10,000)

DOLLARS by bank or certified check prior to the signing of this Agreement.

b) _____ (\$_____) DOLLARS

by bank or certified check due within 5 business days from committee/Board of Alderman approval.

c) \$_____ (\$_____) DOLLARS

by bank or certified check upon delivery of the deed.

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 _____% equals BUYERS PREMIUM \$_____. 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 SELLER'S obligation to convey title. This BUYER'S PREMIUM is in addition to the SELLING PRICE and is payable directly to the Auctioneer.

5. BUYER is purchasing the property "as is, where is" and is not relying upon any warranty, statement or representation, express or implied, made by or for the SELLER or the auctioneer as to the property's title, its condition, or its suitability for any particular use.

6. BUYER shall bring the property into compliance with the zoning ordinances of the City of Manchester and specifically waives any claim the BUYER may have to a nonconforming use or nonconforming building.

7. SELLER makes no warranties as to title, the zoning and permitted uses of the property, the availability of utilities, access to the premises or the condition of the premises.

8. SELLER shall convey the property by a **DEED WITHOUT COVENANTS OR WARRANTIES.**

9. BUYER agrees to close on the premises and tender the sum due under 4(b) above and no later than **NOON** on April 16, 2021 at the Office of the Manchester City Solicitor, One City Hall Plaza, Manchester, New Hampshire or at such other time and place as the BUYER and SELLER may agree to in writing.

10. Time is of the essence with regards to the performance of the obligations called for by this Agreement.

11. This Agreement is subject to the Supplemental Disclosures attached hereto the BUYER as exhibit B. The BUYER acknowledges that these Supplemental Disclosures were reviewed and signed by the BUYER prior to the execution of this Agreement.

12. The BUYER is solely responsible for the removal of any tenants and the disposition of any personal property remaining on the premises.

13. If the BUYER shall default in the performance of BUYER's obligations under this Agreement, the amount set forth 4(a) above shall, at the option of the SELLER, become the property of the SELLER as reasonable liquidated damages.

14. In the event that the BUYER should default in the performance of its obligations under this Agreement, the BUYER agrees that its rights to purchase the property set forth in Schedule A, annexed hereto, shall, at the option of the SELLER, be assigned to the SELLER and/or its nominee. This assignment shall be in the nature of a mitigation of damages and acceptance by the SELLER shall not constitute a waiver of any other claim for damages by the SELLER against the BUYER, nor shall it prohibit retention of the amount set forth under 4(a) above as reasonable liquidated damages, to induce the SELLER and/or its nominee to accept assignment hereunder.

IN WITNESS WHEREOF, the Parties hereto have set their hands this 3rd day of March,
2021.

City of Manchester

Witness

Duly Authorized

Witness

BUYER

EXHIBIT A

Map 645B Lot 0183, 93 Westchester Way, Unit #4 as shown in the records of the Board of Assessors of Manchester, New Hampshire. Said property was formerly owned by **RICHARD AND NANCY COSTELLO** and was acquired by the City of Manchester, New Hampshire by virtue of a Tax Collector's deed dated December 5, 2019, recorded in the Hillsborough County Registry of Deeds on December 9, 2019 **at Book 9240, Page 2977.**

EXHIBIT B

The following notifications are made pursuant to N.H. RSA 477:4-a, 477:4-c and 477:4-d.

“Radon Gas: Radon gas, the product of 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.”

“Lead Paint: Before 1977, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present.”

Water Supply: Because the SELLER has not actually occupied or resided in the property information relative to the type of any private water supply system, its location, malfunctions, date of installation, date of most recent water test and whether there has been a problem such as unsatisfactory water test, or a water test with notations is unknown and unavailable to the SELLER.

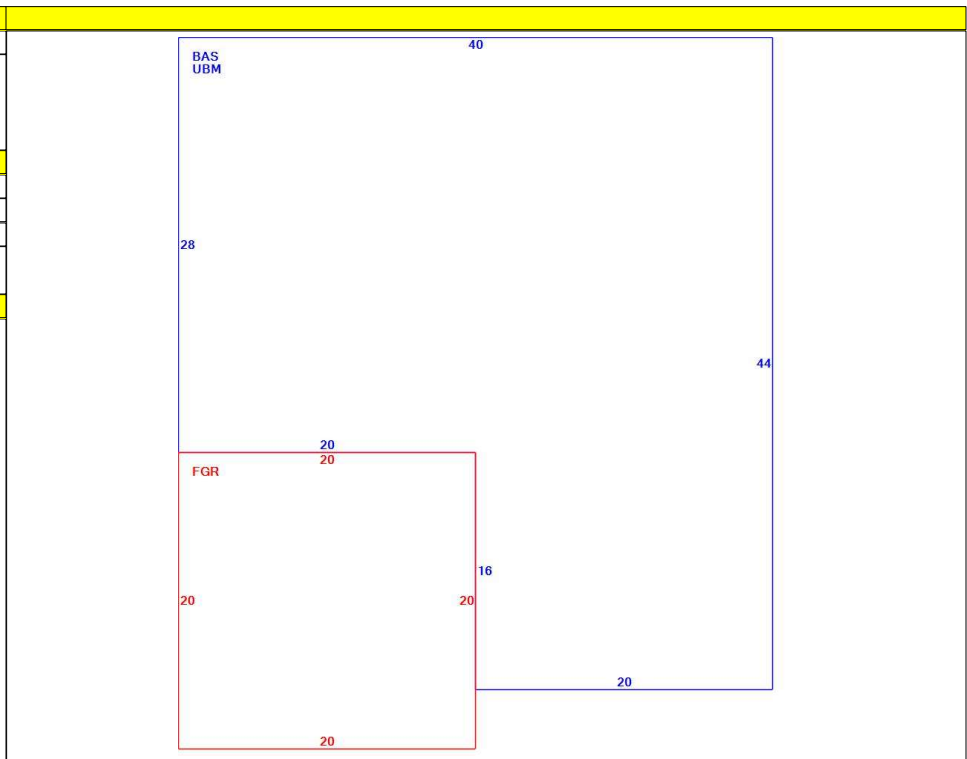
Private sewage disposal system: Because the SELLER has not actually occupied or resided in the property information as to a private sewage disposal system, if any, its location, malfunctions, the date it was most recently serviced and the name of the contractor who services the system is unknown and unavailable to the SELLER.

DATE

BUYER

CURRENT OWNER		TOPO	UTILITIES	STRT / ROAD	LOCATION	CURRENT ASSESSMENT				2017 MANCHESTER, NH VISION								
CITY OF MANCHESTER TAX COLL 1 CITY HALL PLAZA MANCHESTER NH 03101						Description	Code	Appraisec	Assessed			RESIDNTL	1020	192,800	192,800			
						SUPPLEMENTAL DATA										PREVIOUS ASSESSMENTS (HISTORY)		
Alt Prcl ID Land Adjus Voided NO Total SF 0 Zone Frontage/D GIS ID 645B-183						RAD OR C 700 Callback Lt Sketch Not Land Class Parcel Zip 03104 Assoc Pid#				Total 192,800 192,800								
RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	Q/U	V/I	SALE PRICE	VC	PREVIOUS ASSESSMENTS (HISTORY)										
CITY OF MANCHESTER TAX COLL		9240	2977	12-06-2019	U	I	62,600	41	Year	Code	Assessed	Year	Code	Assessed V	Year	Code	Assessed	
COSTELLO, NANCY E		0000	0000	10-22-2018	U	I	0	38	2020	1020	192,800	2019	1020	192,800	2018	1020	192,800	
COSTELLO, RICHARD H		6625	2078	04-30-2002	U	I	219,900	00	Total 192800 192800 192800 192800									
PINKERTON HILLS DEVELOPMNT CO		0	0	05-11-2001			0											
EXEMPTIONS			OTHER ASSESSMENTS					This signature acknowledges a visit by a Data Collector or Assessor										
Year	Code	Description	Amount	Code	Description	Number	Amount	Comm Int										
Total			0.00															
ASSESSING NEIGHBORHOOD																		
Nbhd		Nbhd Name		B			Tracing			Batch								
310																		
NOTES																		
SFR DETACHED CONDOS IA																		
BUILDING PERMIT RECORD																		
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments	Date	Id	Type	Is	Cd	Purpost/Result				
									04-13-2006	KM			00	Meas & Int Insp.				
									09-13-2005	BB			02	2nd Visit Not Home				
									09-13-2005	BB			01	Meas/Int Estimate				
LAND LINE VALUATION SECTION																		
B	Use Code	Description	Zone	Land Type	Land Units	Unit Price	I. Factor	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes	Location Adjustment	Adj Unit P	Land Value			
1	1020	CONDO MDL-0			0 SF	0	1.00000	1	1.00	310	1.150		0.0000	0	0			
Total Card Land Units					0 AC	Parcel Total Land Area					0.0000	Total Land Value					0	

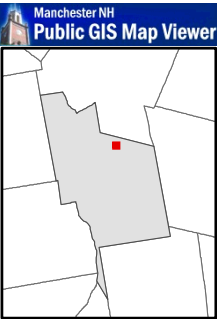
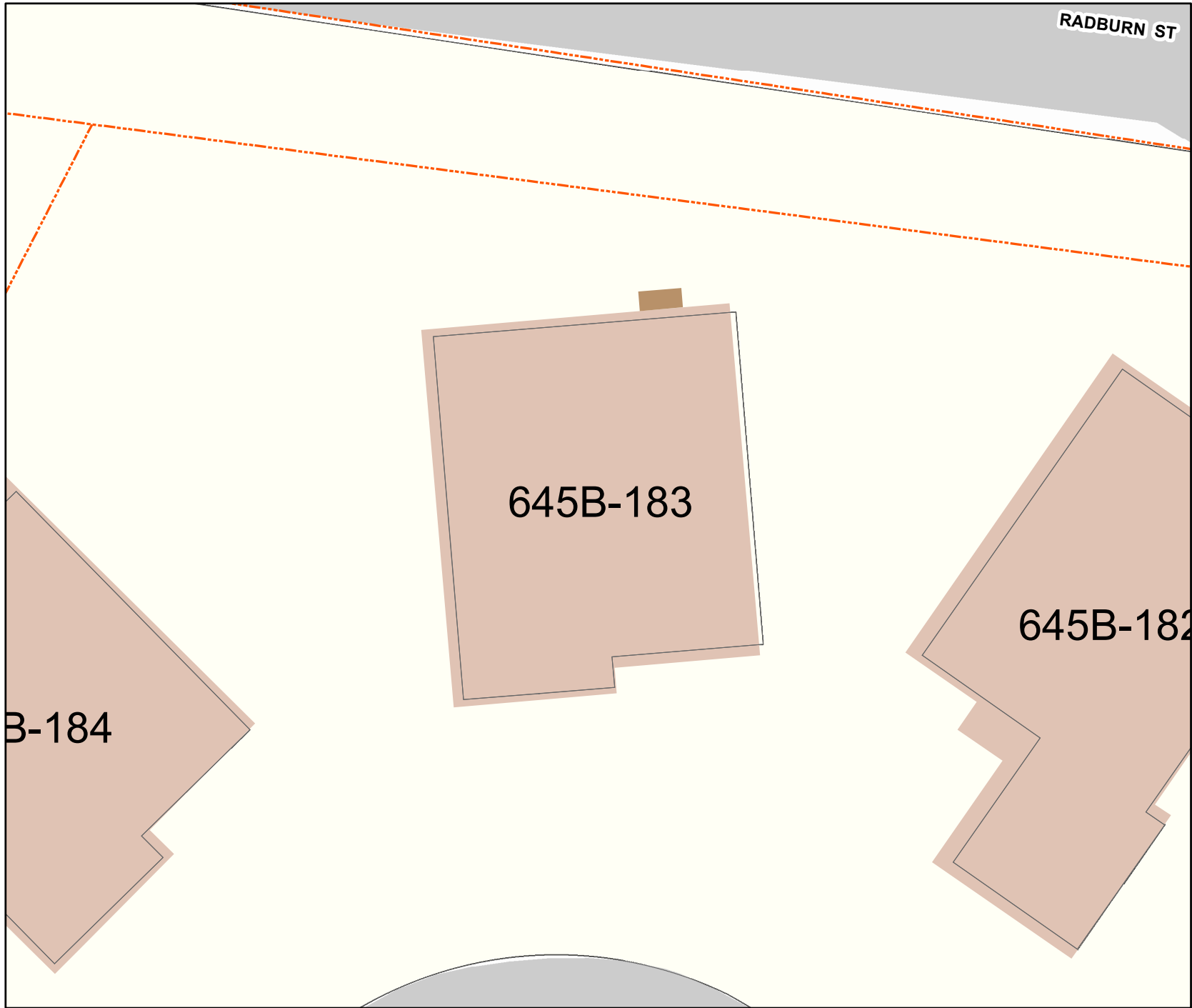
CONSTRUCTION DETAIL			CONSTRUCTION DETAIL (CONTINUED)		
Element	Cd	Description	Element	Cd	Description
Style:	55	Condominium			
Model	05	Res Condo			
Grade	05	Average +10			
Stories:	1	1 Story			
Occupancy	1				
Interior Wall 1:	05	Drywall			
Interior Wall 2:					
Interior Floor 1	14	Carpet			
Interior Floor 2					
Heat Fuel:	03	Gas			
Heat Type:	04	Forced Hot Air			
AC Type:	03	Central Air			
Ttl Bedrms:	02	2 Bedrooms			
Ttl Bathrms:	1				
Ttl Half Bths:	1				
Xtra Fixtres					
Total Rooms:	5	5 Rooms			
Bath Style:	02	Average			
Kitchen Style:	02	Average			
CONDO DATA					
Parcel Id	436002	C TAL	Ownr	5.8	
	Talons@Radburn	B 1	S 1		
Adjust Type	Code	Description	Factor%		
Condo Flr	BM	Modified B	103		
Condo Unit	1	1	100		
COST / MARKET VALUATION					
Building Value New		221,617			
Year Built		2002			
Effective Year Built		2003			
Depreciation Code		AV			
Remodel Rating					
Year Remodeled					
Depreciation %		13			
Functional Obsol		0			
External Obsol		0			
Trend Factor		1			
Condition					
Condition %					
Percent Good		87			
Cns Sect Rcnd		192,800			
Dep % Ovr					
Dep Ovr Comment					
Misc Imp Ovr					
Misc Imp Ovr Comment					
Cost to Cure Ovr					
Cost to Cure Ovr Comment					



OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)										
Code	Description	L/B	Units	Unit Price	Yr Blt	Cond. Cd	% Gd	Grade	Grade Adj.	Appr. Value

BUILDING SUB-AREA SUMMARY SECTION							
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value	
BAS	First Floor	1,440	1,440	1,440	118.64	170,840	
FGR	Garage	0	400	140	41.52	16,609	
UBM	Basement, Unfinished	0	1,440	288	23.73	34,168	
Ttl Gross Liv / Lease Area		1,440	3,280	1,868		221,617	





Area Map Showing Extent Of Map At Left



DISCLAIMER

The information appearing on this map is for the convenience of the user and is not an official public record of the City of Manchester, NH (the "City"). This map is not survey-quality. All boundaries, easements, areas, measurements, rights-of-way, etc., that appear are derived from varied data sets which may be individually compiled at different map scales. In such cases, some geographic information from different data sets may appear in inaccurate relationship to each other. Therefore, geographic features shown on this map should only be considered approximations, and as such have no official or legal value. The City makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of this information for any particular use. The City assumes no liability whatsoever associated with the use or misuse of this information. The official public records from which this data was compiled are kept in the offices of various City, County, and State government agencies and departments, and are available for inspection and copying during normal business hours. By using this map, you agree to these terms and conditions.