

TAX DEEDED PROPERTY IN PLAISTOW, NH
AT PUBLIC AUCTION
SINGLE FAMILY HOME

THURSDAY, SEPTEMBER 16 AT 4:00 PM
13 ROSE AVENUE, PLAISTOW, NH



— SALE TO BE HELD ON SITE —

ID #21-137 • We have been retained by the Town of Plaistow to sell at **PUBLIC AUCTION**, this residential home which was acquired by Tax Collector's Deed • Property built in 1995 includes 1,189± SF GLA, 6 rooms, 2 BR, & 1 ½ BA • Cape style home located on a 0.58± acre lot has vinyl siding, full basement, skylight, fireplace, & FWA/Gas heat • Private well & septic. **Real Estate & Tax Data:** Tax Map 28, Lot 010 **Assessed value:** \$330,190. 2020 Taxes: \$7,149. **Preview:** Day of sale from 3:00 PM or by appt. w/ auctioneer.

Terms: \$10,000 deposit by cash, certified check, bank treasurer's check or other payment acceptable to the Town of Plaistow at time of sale, an additional deposit of 10% of the bid price due 5 days from the time of sale, balance due within 45 days. Conveyance by deed without covenants. Property sold "as is, where is" subject to all outstanding liens, if any. **SALE IS SUBJECT TO TOWN CONFIRMATION. THE TOWN OF PLAISTOW RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.** 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 investigation of all matters they deem relevant.

ADDITIONAL INFORMATION & PHOTOS 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 _____ day of _____, 2021, by and between the Town of Plaistow, a municipal corporation organized under the laws of the State of New Hampshire, having a principal place of business at 145 Main 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: 28 Lot: 010-000 Address: 13 Rose Avenue, Plaistow, NH

PRICE: The SELLING PRICE is \$ _____.

The BUYER’S DEPOSIT, receipt of which is hereby acknowledged, in the sum of \$ _____.

ADDITIONAL DEPOSIT of \$ _____ due within five days of sale that when combined with the initial deposit will equal 10% of the bid price.

The BALANCE OF THE SELLING PRICE shall be payable at closing, and tendered in cash or certified check in the amount of \$ _____.

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 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 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 as designated by the SELLER and shall occur at Plaistow Town Hall, 145 Main 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-mentioned parties on the dates as noted below.

TOWN OF PLAISTOW

By: _____

Its: _____

Duly authorized

Date: _____

Witness: _____

BUYER

By: _____

Its: _____

Duly authorized

Date: _____

Witness: _____



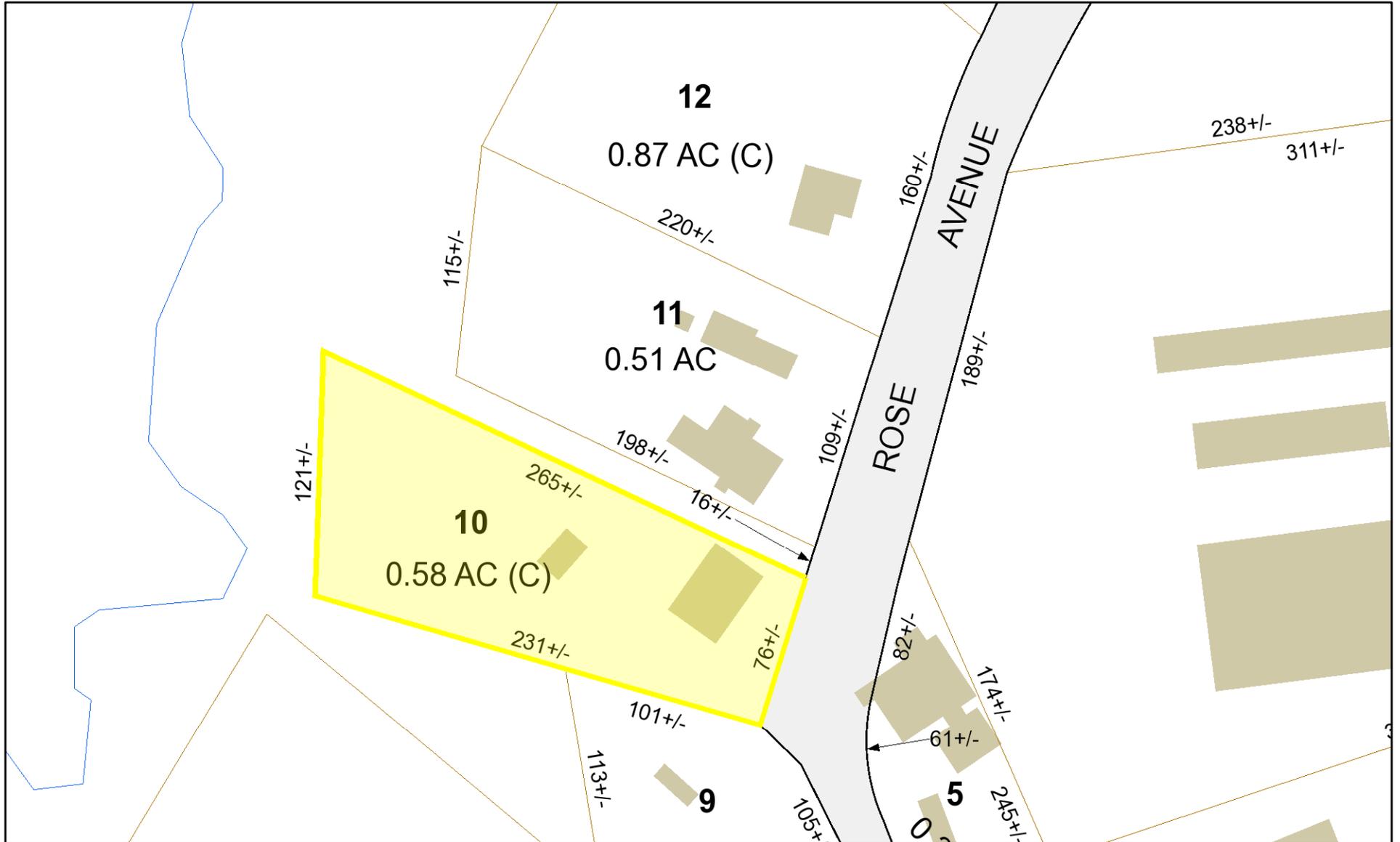
Plaistow, NH



August 19, 2021

1 inch = 69 Feet

www.cai-tech.com



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