# PUBLIC AUCTION

## (3) TAX DEEDED PROPERTIES IN WINCHESTER, NH



SATURDAY, DECEMBER 4, 2021 AT 10:00 AM

Registration from 9:00 AM

#### MOBILE HOME ON LAND & (2) VACANT LOTS

Sale to be held at: Winchester Town Hall, 1 Richmond Road, Winchester, NH

**ID#21-178** · We've been retained by the Town of Winchester to sell at PUBLIC AUCTION these (3) properties which were acquired by Tax Collector's Deed. These properties have a total assessed value of \$178,900, and appeal to investors, builders, and abutters!



#### **SALE # 1:**

Tax Map 2, Lot 23, 319 Manning Hill Road Single family mobile home located on a 1.5± acre lot · 1960 built home with 990± SF GLA, 3BR, 1 BA, detached garage, metal roof and FHA/Oil Heat. · Private water & septic · Assessed value \$ 79,400. 2020 taxes \$2,284. DEPOSIT: \$5,000

#### SALE # 2: Tax Map 28, Lot 6, 19 Elm Street



Vacant lot located very close to downtown Winchester. 0.28± acre level lot most recently had a 3-family home that has been raised • Public water & sewer. Assessed value \$51,600. 2020 taxes \$1,485 • **DEPOSIT: \$2,500** 

#### SALE # 3: Tax Map 12, Lot 20, 510 Old Westport Road



Vacant lot with burned down, collapsed structure. 4.75± acre lot is heavily wooded and rolling in topography • Private water & septic • Assessed value \$47,900. 2020 taxes \$1,378 • DEPOSIT: \$2,500

### 10% BUYER'S PREMIUM DUE AT CLOSING

Preview: 319 Manning Hill Road is occupied; drive-by only, Sales 2 & 3 - Lots are marked, a drive-by is recommended.

**Terms:** All deposits by cash, certified check, bank check, or other form of payment acceptable to the Town of Winchester at time of sale, balance due within 45 days. Conveyance by deed without covenants. All properties sold "as is, where is" subject to all outstanding liens, if any. Other terms may be announced at time of sale.

All information herein is believed but not warranted to be correct. All interested parties are advised to do their own due diligence relative to the buildability/non-buildability of any lot and all matters they deem relevant.

PLOT PLANS, PHOTOS, BROCHURE, AND MORE DETAILS ARE AVAILABLE ON OUR WEBSITE







#### AGREEMENT AND DEPOSIT RECEIPT

THIS AGREEMENT made this day of, 2021 by and between the Town C
Winchester, a municipal corporation organized under the laws of the State of New Hampshire, having
principal place of business at 1 Richmond Road, Winchester, New Hampshire 03470, (hereinafter referred to a
the "SELLER"), and the BUYER having an address of
WITNESSETH: That the SELLER agrees to sell and convey, and the BUYER agrees to buy certain land wit the improvements thereon, located in Winchester, New Hampshire, known as:
Map: Lot: Location:
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 i the amount of \$
BUYER'S PREMIUM DUE: The SELLING PRICE does not include the BUYER'S' PREMIUM of te 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 a closing, is a prior condition of the Town's obligation to convey title. This BUYER'S PREMIUM is in additional convey title.
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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 his/her own expense, a duly executed DEED, without covenants, of the property.

**POSSESSION AND TITLE:** The property is sold in its AS IS, WHERE IS condition, without any warranty as to its use or 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 or 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 Winchester Town Hall, 1 Richmond Road, Winchester, NH 03470. Time is of the essence.

#### TOWN OF WINCHESTER, NH AGREEMENT AND DEPOSIT RECEIPT (Cont'd)

**TITLE**: If the BUYER desires 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 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.

**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-mer	ntioned parties on the dates as noted below.
TOWN OF WINCHESTER	BUYER
By:	By:
Its: Town Clerk/Tax Collector	Its:
Duly authorized	Duly authorized
Date:	
Witness	Witness

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