

PUBLIC AUCTION

(8) TAX DEEDED PROPERTIES IN TAMWORTH, NH SINGLE FAMILY HOME & VACANT LOTS

Saturday, January 29, 2022 @ 10:00 AM

(Registration from 9:00 AM)

Sale to be held at: **TAMWORTH TOWN HOUSE**
27 Cleveland Hill Road, Tamworth, NH



ID#22-101 · We have been retained by the Town of Tamworth to sell at PUBLIC AUCTION these (8) town-owned properties that were obtained by tax collector's deed. These properties have a total assessed value of \$329,000 and appeal to investors, builders, and abutters.

SALE # 1: 1 So. Chocorua River Drive (Tax Map 216, Lot 244)



Camp style home located on a private road in Chocorua Ski and Beach Club on a 0.26± acre lot · 1969 built home features 1,056± SF GLA, 3 BRS, 1 BA, front porch, upper deck, unfinished basement · FHW/Oil heat, served by well & septic · Assessed Value: \$149,800. 2021 Taxes: \$3,317. **DEPOSIT: \$5,000.**

SALE # 2: 791 Fowlers Mill Road (Tax Map 403, Lot 17): 0.45± acre

lot w/ screened in shed that has power · Structure is in need of repair, land is located near Chocorua Lake and National Forest Trails · Assessed Value: \$32,400. 2021 Taxes: \$717. **DEPOSIT: \$2,500.**

SALE # 3: Philbrick Neighborhood (Tax Map 407, Lot 34): Vacant 5.9±

acre heavily wooded lot, sloping down from the road with stream running through lot · Assessed Value: \$60,500. 2021 Taxes: \$1,339. **DEPOSIT: \$2,500.**

SALE # 4: Bearcamp Highway (Tax Map 203, Lot 40)

Vacant 0.97± acre wooded lot located along Rt.25/113, sloping up from road · Assessed Value: \$35,900. 2021 Taxes: \$795. **DEPOSIT: \$2,500.**

SALE # 5: Page Hill Road (Tax Map 410, Lot 137)

Vacant landlocked 8.4± acre wooded lot · Assessed Value: \$19,000. 2021 Taxes: \$421. **DEPOSIT: \$1,000.**

SALE # 6: Nickerson Drive (Tax Map 216, Lot 266)

Vacant 0.52± acre corner lot located in the Chocorua Ski & Beach Club, relatively flat/wooded lot · Well & septic required · Assessed Value: \$15,900. 2021 Taxes: \$352. **DEPOSIT: \$1,000.**

SALE # 7: Lollipop Lane (Tax Map 214, Lot 105)

Vacant 0.28± acre unbuildable heavily wooded lot, sloping in topography, located in the White Lakes Estates Community · Assessed Value: \$9,300. 2021 Taxes: \$206. **DEPOSIT: \$1,000.**

SALE # 8: Rocky Lane (Tax Map 214, Lot 118)

Vacant 0.28± acre unbuildable lot with no road access, located in the White Lakes Estates Community · Assessed Value: \$6,200. 2021 Taxes: \$137. **DEPOSIT: \$1,000.**



10% BUYER'S PREMIUM DUE AT CLOSING

PREVIEW: The properties with the exception of #'s 5 & 8 are marked, a drive-by is recommended.

TERMS: Deposits by cash, certified check/bank check or other tender acceptable to the Town of Tamworth at time of sale, balance of purchase due within 30 days from the sale date. Conveyance by Quitclaim Deed. Sales are subject to Town confirmation. The Town of Tamworth reserves the right to reject any and all bids. 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



JSJ Auctions
SINCE 1982



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AGREEMENT OF SALE AND DEPOSIT RECEIPT

BE IT KNOWN that on this the ___ day of _____, 2022, the undersigned Buyer was the high qualified bidder at an auction conducted by the Town of Tamworth for the following described property owned by the Town of Tamworth (Seller):

WITNESSETH that Seller agrees to sell and convey by Quitclaim Deed, without covenants and subject to any rights of tenancy, use or possession, easements, prior land use restrictions and approvals existing in the chain of title, and Buyer agrees to buy the below described property and any improvements thereon located in the Town of Tamworth.

Description of Property: Tax Map ID: _____ Street Address: _____

Purchase Price/High Bid: \$ _____

Amount of Deposit: \$ _____

Cash Check (No. _____)

Buyer's Premium: _____ (Additional 10% of the Purchase Price, due at closing)

Balance Due at Closing: Balance due is the total of Purchase Price + the Buyer's Premium + state transfer tax (the greater of 0.75% of Purchase Price or \$20.00) + all recording fees, minus Amount of Deposit.

Buyer: (Bidder No. _____) (1) _____ (2) _____

Take Title As: Joint Tenants with Rights of Survivorship Tenants in Common Other/TBD

SSN/Fed. I.D. #s: (1) _____ (2) _____

BUYER(S) FULL LEGAL NAME(S) _____

DEED and TITLE: Buyer acknowledges that the Town of Tamworth is conveying the property AS IS, WHERE IS, WITH ALL FAULTS, without warranties and with no representations as to the quality of title being conveyed or the quality of the Property being purchased. Buyer further acknowledges that no representations have been made as to whether the Property is suitable for building or any other use or purpose that the Buyer intends for the Property.

Buyer acknowledges that Buyer shall pay real estate taxes assessed as of April 1, 2022, regardless of whether the Buyer owns the Property as of April 1, 2022, pro-rated as of the date of closing. Buyer further acknowledges that the Property is sold subject to matters of record which may have survived Seller's acquisition of the property. Additionally, any examination of the title shall be at Buyer's sole option and expense.

POSSESSION AND TRANSFER OF TITLE: Closing shall be on or before thirty (30) days after the date of this Agreement at a time and place agreed upon by the parties, but in no event shall Buyer take possession of the Property until after the deed is recorded. TIME IS OF THE ESSENCE.

LIQUIDATED DAMAGES: In the event the Buyer fails to provide the balance due as provided in this Agreement, the Seller, in its sole discretion, may keep the deposit as reasonable liquidated damages, or may bring an action for specific performance. In the event of Buyer's default or failure to close, Seller reserves the right, without qualification, to sell the Property to the next highest qualified bidder.

RADON GAS, ARSENIC AND LEAD NOTIFICATION: Pursuant to RSA 477:4-a, Buyer acknowledges the following notifications:

Radon: Radon, the product of decay of radioactive materials in rock, may be found in some areas of New Hampshire. Radon gas may pass into a structure through the ground or through water from a deep well. Testing of the air by a professional certified in radon testing and testing of the water by an accredited laboratory can establish radon's presence and equipment is available to remove it from the air or water.

Arsenic: Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water. The buyer is encouraged to consult the New Hampshire department of environmental services private well testing recommendations (www.des.nh.gov) to ensure a safe water supply if the subject property is served by a private well.

Lead: Before 1978, paint containing lead may have been used in structures. Exposure to lead from the presence of flaking, chalking, chipping lead paint or lead paint dust from friction surfaces, or from the disturbance of intact surfaces containing lead paint through unsafe renovation, repair or painting practices, or from soils in close proximity to the building, can present a serious health hazard, especially to young children and pregnant women. Lead may also be present in drinking water as a result of lead in service lines, plumbing and fixtures. Tests are available to determine whether lead is present in paint or drinking water.

REPRESENTATIONS AND ACKNOWLEDGEMENTS: The parties agree and acknowledge that all representations, statements, and agreements heretofore made between the parties hereto are merged into this Agreement, which alone fully and completely expresses their respective obligations. This Agreement is entered into by each party after opportunity for investigation, with neither party relying on any statements or representations not embodied in this Agreement made by the other or on their behalf. Should any provision of this Agreement or any portion of any provision of this Agreement be held invalid or unenforceable according to law, the remaining portions hereof shall not be affected thereby but shall continue in full force and effect. The waiver by any party of any breach of any provision of this Agreement shall not operate as, or be construed as, a waiver of any subsequent breach thereof. Time is of the essence as to all deadlines set forth in this Agreement. The property is subject to all applicable provisions of federal, state and local laws, ordinances and regulations that may be in effect as of the date of closing. This Agreement is governed by and construed in conformance with the laws of the State of New Hampshire

ADDITIONAL PROVISIONS: _____

Executed this ___ day of _____ 2022.

Buyer certifies having read the foregoing and agrees to its terms.

TOWN OF TAMWORTH

BUYER

By: _____

By: _____

Its: _____

Its: _____

Duly Authorized

Witness: _____

Witness: _____

(signature)

(signature)

(print name)

(print name)

Lisa Scott

TAX COLLECTOR'S DEED

KNOW ALL MEN BY THESE PRESENTS that I, Kim Trammell, Tax Collector for the Town of Tamworth, in the County of Carroll, and State of New Hampshire for the year 2019, by the authority vested in me by the laws of the State, and in consideration of **Four Thousand One Hundred Twenty-two Dollars and 51/100 Dollars (\$4,122.51)** paid to me by the Town of Tamworth, located at 84 Main Street, Tamworth, NH 03886, do hereby sell and convey to the said Town of Tamworth, its successors, heirs and assigns a certain tract or parcel of land, with buildings thereon, situated in the Town of Tamworth, NH, aforesaid, to have and to hold with the appurtenances forever, taxed by the Assessing Officials in 2016 to:

MALLETT III, EDMUND E and MALLETT, GEOFFREY A

located at **1 SOUTH CHOCORUA RIVER DRIVE** and described in the Warrant Books as:

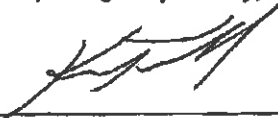
Account # 7746 Serial # 1062 Map 216 Lot 244 L/B 1 South Chocorua River Drive

Meaning and intending to describe and convey the same premises conveyed to Edmund E Mallett and Sandra L Mallett by deed of Aaron Steel & Erection Company, Inc. dated May 18, 1972 and recorded in the Carroll County Registry of Deeds on May 18, 1972 at Book 513, Page 081. Also see 3rd Circuit - Probate Division - Ossipee Case #312-2013-ET-00278 Estate of Sandra L Mallett.

This deed is the result of the tax lien execution held at the Tax Collector's Office located at 84 Main Street in the Town of Tamworth, New Hampshire, **on the 10th day of May 2017**, and recorded at the Carroll County Registry of Deeds at Book 3327, Page 631.

And I do hereby covenant with the said Town of Tamworth that in making this conveyance, I have in all things complied with the law, and that I have good right, so far as that right may depend upon the regularity of my own proceedings, to sell and convey the same in the manner aforesaid.

In Witness Whereof, I have hereunto set my hand and seal, the 15th day of May, in the year of our Lord, Two Thousand and Nineteen.



Kim Trammell, Tax Collector

State of New Hampshire, County of Carroll SS

May 15, 2019

Personally appearing Kim Trammell, above named, and acknowledged the foregoing instrument to be her voluntary act and deed. Before me


Darlene McWhirter
Justice of the Peace/Notary Public

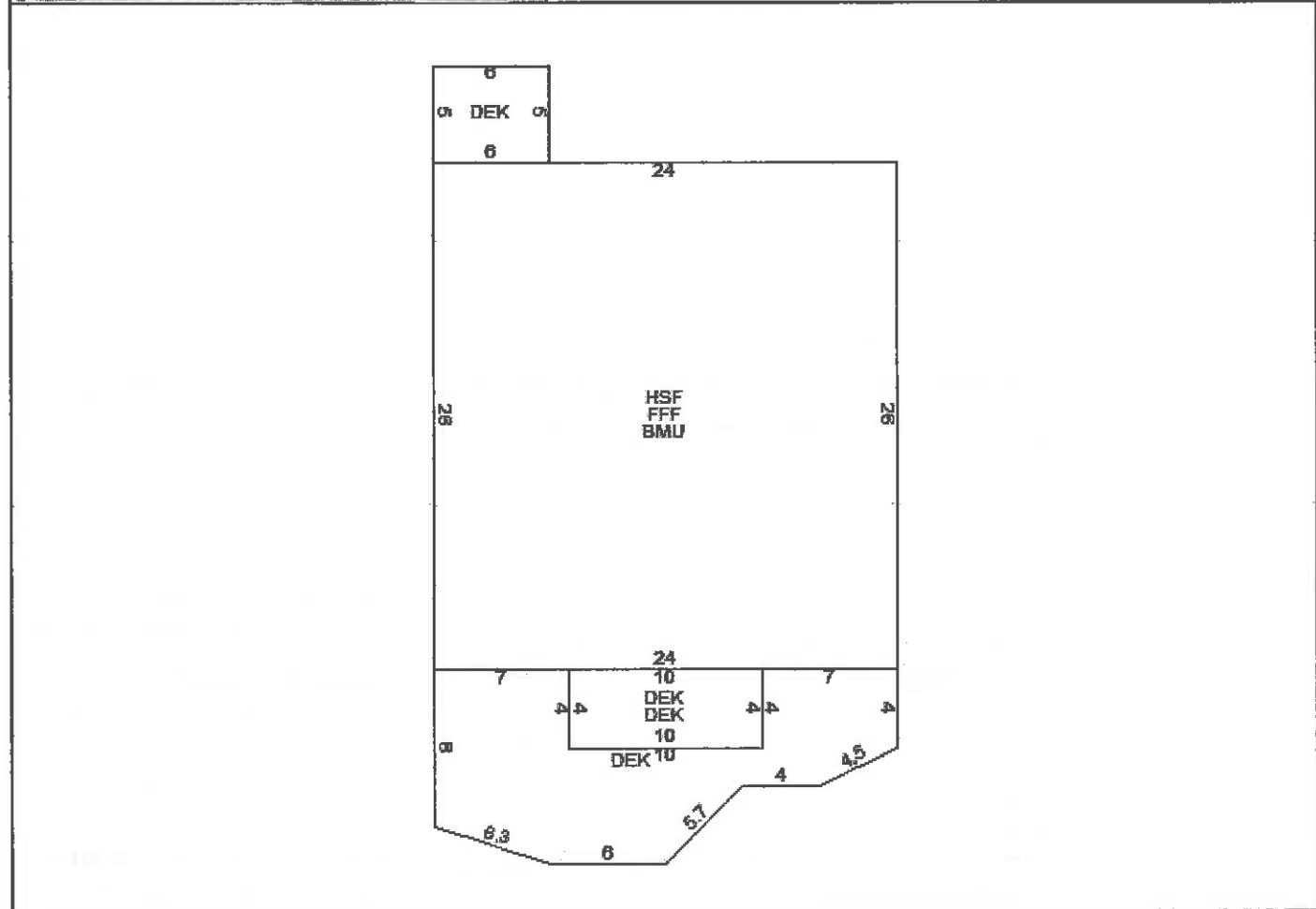


OWNER INFORMATION	SALES HISTORY	PICTURE																		
TAMWORTH T.A.P., TOWN OF 84 MAIN STREET TAMWORTH, NH 03886	<table border="1"> <thead> <tr> <th>Date</th> <th>Book</th> <th>Page</th> <th>Type</th> <th>Price</th> <th>Grantor</th> </tr> </thead> <tbody> <tr> <td>05/17/2019</td> <td>3443</td> <td>282</td> <td>U I 23</td> <td></td> <td>MALLET III &, EDMUND E</td> </tr> <tr> <td>05/26/2016</td> <td>0000</td> <td>0000</td> <td>U I 38</td> <td></td> <td>MALLET, SANDRA</td> </tr> </tbody> </table>	Date	Book	Page	Type	Price	Grantor	05/17/2019	3443	282	U I 23		MALLET III &, EDMUND E	05/26/2016	0000	0000	U I 38		MALLET, SANDRA	
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LISTING HISTORY	NOTES																			
07/17/19 BJLX 06/26/07 RB01 MEASUR+1VISIT 11/03/03 KS00 MEASUR+LISTED	CHALET STYLE OUTDATED KITCHEN & INTERIOR.																			

EXTRA FEATURES VALUATION								MUNICIPAL SOFTWARE BY AVITAR																																
Feature Type	Units	Lngh	x Width	Size Adj	Rate	Cond	Market Value	Notes	TAMWORTH ASSESSING OFFICE PARCEL TOTAL TAXABLE VALUE																															
								<table border="1"> <thead> <tr> <th>Year</th> <th>Building</th> <th>Features</th> <th>Land</th> </tr> </thead> <tbody> <tr> <td>2019</td> <td>\$ 79,000</td> <td>\$ 0</td> <td>\$ 70,800</td> </tr> <tr> <td colspan="3"></td> <td>Parcel Total: \$ 149,800</td> </tr> <tr> <td>2020</td> <td>\$ 79,000</td> <td>\$ 0</td> <td>\$ 70,800</td> </tr> <tr> <td colspan="3"></td> <td>Parcel Total: \$ 149,800</td> </tr> <tr> <td>2021</td> <td>\$ 79,000</td> <td>\$ 0</td> <td>\$ 70,800</td> </tr> <tr> <td colspan="3"></td> <td>Parcel Total: \$ 149,800</td> </tr> </tbody> </table>					Year	Building	Features	Land	2019	\$ 79,000	\$ 0	\$ 70,800				Parcel Total: \$ 149,800	2020	\$ 79,000	\$ 0	\$ 70,800				Parcel Total: \$ 149,800	2021	\$ 79,000	\$ 0	\$ 70,800				Parcel Total: \$ 149,800
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LAND VALUATION											LAST REVALUATION: 2019			
Zone: TAMWORTH Minimum Acreage: 1.00 Minimum Frontage: 100											Site: AVERAGE Driveway: GRAVEL/DIRT Road: PAVED			
Land Type	Units	Base Rate	NC	Adj	Site	Road	DWay	Topography	Cond	Ad Valorem	SPI	R	Tax Value	Notes
EXEMPT-MUNIC	0.260 ac	35,400	K	200	100	100	100	-- LEVEL	100	70,800	0	N	70,800	
	0.260 ac									70,800			70,800	

PICTURE	OWNER	TAXABLE DISTRICTS		BUILDING DETAILS					
	<p>TAMWORTH T.A.P., TOWN OF</p> <p>84 MAIN STREET</p> <p>TAMWORTH, NH 03886</p>	<table border="1"> <thead> <tr> <th>District</th> <th>Percentage</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	District	Percentage			<p>Model: 1.5 STORY FRAME CAPE COD</p> <p>Roof: GABLE OR HIP/ASPHALT</p> <p>Ext: PREFAB WD PNL</p> <p>Int: PLYWOOD PANEL/DRYWALL</p> <p>Floor: INLAID SHT GDS/CARPET</p> <p>Heat: OIL/HOT WATER</p> <p>Bedrooms: 3 Baths: 1.0 Fixtures:</p> <p>Extra Kitchens: Fireplaces:</p> <p>A/C: No Generators:</p> <p>Quality: A0 AVG 100%</p> <p>Com. Wall:</p> <p>Size Adj: 1.1233 Base Rate: ERA 95.00</p> <p>Bldg. Rate: 1.0231</p> <p>Sq. Foot Cost: \$ 97.19</p>		
	District	Percentage							
PERMITS									
Date	Permit ID	Permit Type	Notes						



BUILDING SUB AREA DETAILS				
ID	Description	Area	Adj.	Effect.
HSF	1/2 STRY FIN	624	0.50	312
FFF	FIRST FLOOR FIN	624	1.00	624
BMU	BASEMENT	624	0.15	94
DEK	DECK/ENTRANCE	260	0.10	26
GLA: 936		2,132	1,056	

2019 BASE YEAR BUILDING VALUATION	
Market Cost New:	\$ 102,633
Year Built:	1969
Condition For Age:	AVERAGE 23 %
Physical:	
Functional:	
Economic:	
Temporary:	
Total Depreciation:	23 %
Building Value:	\$ 79,000

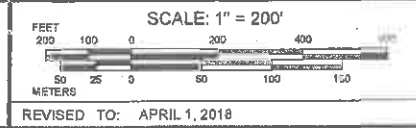


NO. 1980000, 0-0-0-11 28 20 51 02 04 02 11 02 11 03 134 142 140 137 146 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280

THIS MAP IS FOR ASSESSMENT PURPOSES. IT IS NOT VALID FOR LEGAL DESCRIPTION OR CONVEYANCE.
 THE HORIZONTAL DATUM IS THE NEW HAMPSHIRE STATE PLANE COORDINATE SYSTEM, NAD 83.
 PHOTOGRAPHY DATE: MAY 1, 1992
 COMPLETION DATE: APRIL 15, 1993

PRODUCED IN 1993 BY
CAT Technologies
 Precision Mapping Solutions
 11 Pleasant Street, Littleton, NH 03561
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LEGEND	
AREA SURVEYED	AS
AREA CALCULATED	Ac
RECORD DIMENSION	100'
SCALED DIMENSION	100'
MATCH LINE	M-L
WATER	W
PRIMARY BUILDING	B
EXEMPT PROPERTY	⊖
SUBDIVISION LOT NO.	⊙
RIGHT OF WAY/ACCESS	—
COMMON OWNERSHIP	CR
WETLANDS	WET
LOT RANGE	LR



PROPERTY MAPS
TAMWORTH
 NEW HAMPSHIRE



MAP NO.
216