

PURCHASE AND SALE AGREEMENT
FORECLOSURE SALE
(Highest Bid)

SELLER: Pattavina Property Management, LLC
38 Antrim Rd, Hancock, NH 03449

BUYER: Name: _____
Address: _____
Tel. _____

PREMISES: 61 Summer St, Keene, NH 03431

PURCHASE PRICE: _____
(\$ _____)

DEPOSIT: Five Thousand and no/100 Dollars (\$5,000.00)

DATE: July 28, 2023

In consideration of the purchase price, the Seller agrees to sell and convey, and the Buyer agrees to buy, the Premises, under the following terms and conditions:

1. PARTIES: The SELLER and BUYER named above.
2. PREMISES: The tract or parcel of land, with the improvements thereon, situate in the City of Keene, Cheshire County, State of New Hampshire, with the address of 61 Summer St, Keene, NH 03431, also referred to as Tax Map Lot 568-034, and described in the Mortgage from Robert Patton-Spruill and Patricia J. Moreno, Co-Trustees of Townsend Capital Trust, to Pattavina Property Management, LLC, dated June 4, 2021, and recorded in the Cheshire County Registry of Deeds, Book 3166, Page 489.
3. PURCHASE PRICE: Buyer shall pay the Purchase Price written above as follows:
 - (a) Upon execution of this Agreement, Buyer shall pay Seller a **non-refundable** deposit in the sum of Five Thousand and no/100 Dollars (\$5,000.00), the receipt of which is hereby acknowledged by Seller (“the Deposit”), and shall either be applied toward the Purchase Price at closing, or retained or disbursed in accordance with the terms of this Agreement in the event that Buyer defaults.
 - (b) Buyer shall pay the balance of the Purchase Price to Seller at the transfer of title (hereinafter defined) in cash or good funds (i.e., cashier’s check to wire transfer).
4. FORECLOSURE DEED: Seller shall convey title to the Premises by a Foreclosure Deed in substantial conformity with RSA 477:31.

5. TRANSFER OF TITLE: The transfer of title and close of escrow (“the closing”) shall occur on or before August 28, 2023, **TIME IS OF THE ESSENCE**, at the Bielagus Law Offices PLLC, 26 Concord St, Peterborough, NH 03458.

(Initials – to acknowledge closing date)

6. POSSESSION: Seller shall deliver the Premises to Buyer at closing **as is**, without any representations or warranties as to whether or not there are tenants or other parties in possession of the Premises. Buyer assumes all costs and responsibilities to evict any tenants or occupants that may be in possession of the Premises.

7. COMPLIANCE: Seller makes no representations or warranties as to whether or not the Premises complies with the applicable zoning ordinance, town/city ordinances, state law, or federal law, and Buyer agrees to purchase the Premises “as is,” subject to any and all violations that there may be.

8. “AS IS” CONDITION: The Premises are being sold at a “Foreclosure Sale,” and are sold strictly in an “AS IS” condition. Seller makes no warranties or representation whatsoever regarding the condition of the Premises, or the condition of any buildings on the Premises.

9. DAMAGE TO THE PREMISES: In case of any loss, all sums recoverable from any insurance policies there may, with Seller as payee, be shall be paid or assigned, on delivery of deed, to BUYER, unless the premises shall previously have been restored to their former condition by SELLER (in Seller’s complete discretion). **SELLER SHALL NOT BE RESPONSIBLE FOR ANY PAYMENT FOR SUCH DAMAGE INCLUDING THE “DEDUCTIBLE” IF APPROPRIATE.**

10. TITLE: Seller is selling the Premises at a foreclosure sale, and, accordingly, Seller makes no representation or warranties whatsoever as to the title to the Premises. Buyer has read and understood that Buyer is accepting Seller’s title in an “as is” condition, subject to any liens, encumbrances, or real estate taxes.

11. NO PRORATION: Buyer shall assume payment of all real estate taxes, water and sewer charges, and other charges or assessments against the Premises, and there shall be no proration. The taxes due as of July 24, 2023 were approximately \$21,244.61, more or less.

(Initials – to acknowledge the above)

12. RSA 477:4-a: In compliance with RSA 477:4-a, the following information is provided to BUYER, and SELLER makes no representations or warranties whatsoever:

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.

13. RSA 477:4-c – 4-h: Seller is selling the Premises as a foreclosure sale, and Seller makes no representations or warranties, and Seller has no information relative to:

The type of private water supply system, its location, malfunctions, date of installation, date of the most recent water test, or whether or not the current owner has experienced a problem such as an unsatisfactory water test or a water test with notations;

The sewage disposal system including the size of the tank, type of system, its location, malfunctions, the age of the system, the date it was most recently serviced, and the name of the contractor who services the system;

The insulation, including type and location;

If the Premises are a condominium unit, the buyer has the right to obtain the information in RSA 356-B:58, I, from the condominium unit owners' association, including a copy of the condominium declaration, by-laws, any formal rules of the association, a statement of the amount of monthly and annual fees, and any special assessments made within the last 3 years;

If methamphetamine production has occurred on the property; or

If there are any metered public utility services at the premises that the buyer may be responsible for paying as a condition of such utility service is provided under a tariff with unamortized or ongoing charges for energy efficiency or renewable energy improvements pursuant to RSA 374:61.

14. DEFAULT, LIQUIDATED DAMAGES: If the Buyer defaults in his/her/its obligations hereunder, the parties agree that the damages to Seller may be difficult or impossible to determine, and the parties agree that Seller may choose, in Seller's complete discretion, that

either (a) all deposits held in escrow shall become the property of the Seller as liquidated damages, or (b) Seller may bring an action against Buyer for actual damages.

15. TRANSFER TAX: Buyer shall pay all of the transfer tax and transfer stamps (calculated at \$15.00 per \$1,000.00 of the purchase price), LCHIP fees, and recording fees, without any contribution by the Seller.

(Initials – to acknowledge the above)

16. THIS AGREEMENT:

(a) This Agreement is the entire Agreement between the parties, and supersedes all prior or contemporary agreements, understandings, representations, statements, and discussions, oral or written. This Agreement shall not be changed, modified, or amended, unless the changes, modification, or amendment are in writing and signed by the parties.

(b) Any interpretation of this Agreement shall be governed by the laws of the State of New Hampshire.

(c) In the event of any breach of this Agreement by Buyer, Buyer shall pay all costs and expenses, including but not limited to all court costs and attorneys’ fees of Seller, whether or not an action is filed in any court.

(d) The provisions, covenants and agreements herein contained will inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators, successors, legal representations.

(e) If there is more than one Buyer, the Buyers shall be jointly and severally liable under this Agreement.

(f) This Agreement may be executed in two or more counter-parts, each of which will be deemed an original, but all of which collectively constitute one and the same agreement.

SELLER(S):

Pattavina Property Management, LLC

By: _____
Jonathan Pattavina, Manager

Witness

BUYER:

Signature: _____
Name: _____

Witness