

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made this 3rd day of October, 2023 by and between SUGAR RIVER BANK of 10 North Main Street, Newport, NH 03773 hereinafter referred to as SELLER and _____ of _____ hereinafter referred to as BUYER.

WITNESSETH:

That the Seller agrees to sell and convey, and the BUYER agree to buy two certain tracts or parcels of land located at 83 Straw Hill Road, Unity, County of Sullivan and State of New Hampshire consisting of approximately 3.5 acres of land and more particularly described in a deed dated July 16, 1997 and recorded at Volume 1124, Page 287 of the Sullivan County Registry of Deeds and a house and land identified as Lot #1 on a Plan entitled "Subdivision of Frances Zubryd Property, West Unity, N.H." Scale 1" = 100'. Dated May 15, 1984 as Project #CLAN286E330 by Thomas C. Dombroski, L.L.S. which plan is recorded at Pocket 10, Folder 4 #10 of Planfile 2 of the Sullivan County Registry of Deeds.

1. Purchase Price. The purchase price is _____.
_____ Deposit, receipt whereof is hereby acknowledged by BUYER in the amount of FIVE THOUSAND DOLLARS (\$5,000.00). The balance of the purchase price in the amount of _____ (\$ _____) is due in full at the time of closing.

2. Deed. The SELLER agrees to furnish, a duly-executed good and sufficient foreclosure deed of the property.

3. Transfer of Title. SELLER shall transfer title to, and BUYER shall pay the purchase price therefore, on or before November 3, 2023 at BUYER'S attorneys' office or at Sugar River Bank, 10 North Main Street, Newport, NH or such other location as the BUYER and SELLER may agree. TIME IS OF THE ESSENCE in the performance of all obligations set forth in this agreement.

4. Possession. BUYER may take possession as of the date of transfer of title.

5. Realtor. The parties hereto agree that no real estate agent or broker was involved in bringing about this transaction.

6. Insurance. Seller shall continue any fire and general liability policy in full force and effect through the time of closing.

7. Title. If BUYER desires an examination of title, they shall pay the cost thereof. If upon examination of title it is found that title is not marketable, this agreement may be rescinded at the option of the BUYER.

8. Taxes. Taxes shall be prorated as of the date of transfer of title unless otherwise agreed between BUYER and SELLER.

9. Liquidated Damages. If the SELLER defaults under this Agreement, all conditions to be met by the BUYER having been satisfied, the BUYER'S sole remedy will be to either rescind this Agreement, in which event the deposit will be returned to the BUYER and neither party will have any rights or duties hereunder, or BUYER may maintain an action for specific performance together with the cost of maintaining such action. In no event will Seller be liable for enhanced or consequential damages. If the BUYER defaults under this Agreement, all conditions to be met by the SELLER having been satisfied, the SELLER'S sole remedy at law or in equity is to retain the deposit as fair liquidated damages.

10. Prior Statements. All representations, statements and agreements heretofore made between the parties hereto are merged in this agreement which alone fully and completely made expressive their respective obligations, and this agreement is entered into by each party after opportunity for investigation, neither party relying on any statements or representations not embodied in this agreement, made by the other or on his behalf.

11. Condemnation. In the event condemnation proceedings are instituted against the premises, this agreement shall be revoked and any award shall be the sole property of the Seller.

12. Property Included. Land and Buildings Property is sold AS IS.

13. Financing. This agreement is not contingent upon BUYER obtaining financing.

14: Inspections. This property is sold at foreclosure and the condition of the property is unknown and is sold AS IS. BUYER is relying completely upon the BUYER'S own opinion as to the condition of the property.

15 Warranties and Representations. SELLER has made no representations or warranties as to the condition of any portion of the premises, other than as to the validity of the foreclosure process.

16. Effective Date. This contract is a binding contract when signed by the SELLER and BUYER

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

Signed, sealed and delivered

In the presence of:

SUGAR RIVER BANK

Witness

By: _____
Duly Authorized, SELLER

Witness

Buyer

Witness

Buyer

Notification of Radon Gas

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 Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavior problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase