

Foreclosure Sale Receipt and Purchase Agreement

Seller/Mortgagee: Mascoma Bank
 P.O. Box 4399
 243 Sykes Mt Avenue
 White River Junction, VT 05001

Purchaser:
Address:

Telephone No.:
Email Address:

Real Estate: 2668 Gov. Meldrim Thomson Scenic Hwy, Orford, New Hampshire 03777

1. **Purchase Price.** The Seller hereby acknowledges receipt of \$5,000.00 from the Purchaser, as a down payment for the purchase of the Real Estate, foreclosed by it on this date (the "Initial Down Payment"), the Purchaser being the highest bidder at the foreclosure auction, with a bid of \$_____. The Purchaser agrees to pay by certified check, bank treasurer's check, or other check satisfactory to the Seller, or by wire transfer to the Seller the balance of the accepted bid price, \$_____, within forty-five (45) days from this date, at which time the Seller will execute and deliver to the Purchaser its foreclosure deed to the Real Estate in accordance with N.H. RSA 477:31 and 479:26 (the "Closing"). In the event the Purchaser fails to pay the accepted bid price, the Seller, at its option, may consider the Initial Down Payment as liquidated damages for default in this Purchase Agreement.

2. **Risk of Loss.** The Purchaser hereby acknowledges that all risk or damage to the Real Estate has been assumed and shall be borne by the Purchaser as of the close of the bidding with respect to the Real Estate.

3. **Prorations.** There shall be no proration of any expense or income associated with the Real Estate. In particular, and without limitation, there shall be no proration of utilities, water expenses, fuel oil, real estate taxes, transfer taxes, condominium fees, or any other expense or asset associated with the Real Estate.

4. **Transfer Taxes.** At Closing, the Purchaser shall pay all of the real estate transfer taxes assessed under New Hampshire Chapter 78-B. The Purchaser shall pay the fees associated with the recording of the foreclosure deed and related documents.

5. **Warranties and Representations.**

 a. By execution hereof, the Purchaser hereby acknowledges that the Real Estate is being sold subject to any unpaid real estate taxes and other municipal assessments and liens therefor, unpaid condominium fees, if any, and all other liens, easements, rights and encumbrances of any and every nature, including, without limitation, hazardous waste liens, if any, and the rights of

tenants in possession, if any, whether or not of record, which may be entitled to precedence over the Mortgage. The Purchaser also acknowledges that Purchaser shall be responsible for the payment of any debts arising out of the aforementioned taxes, liens, easements, rights and encumbrances (the “debts”) in addition to the total Purchase Price set forth in Paragraph 1, above.

b. The Mortgagee makes and shall make no warranties or representations of any kind in connection with the Real Estate. In particular, and without limiting the foregoing, the Mortgagee makes and shall make no warranty or representation regarding the present or future use or occupation of the Real Estate, the subdivision of the Real Estate, compliance of the Real Estate with applicable zoning ordinances, building codes or other applicable laws or regulations, the validity of any permits affecting the Real Estate, compliance of the Real Estate with any permits affecting the Real Estate, compliance of the Real Estate with any condominium documents affecting the Real Estate, the condition, fitness or structural soundness of the Real Estate, the existence or non-existence of hazardous material, lead paint or radon gas at the Real Estate, the acreage of the Real Estate, title to the Real Estate, the rent roll of the Real Estate, the validity of any lease affecting the Real Estate or any other matter. The Real Estate shall be conveyed “**AS IS**” and “**WHERE IS**” and “**WITH ALL FAULTS**”. THE MORTGAGEE EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE MORTGAGEE EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING TITLE TO ANY SUCH FIXTURES OR OTHER PERSONALTY. The Purchaser expressly acknowledges that any warranty or representation other than those contained herein made by any person is without authority.

c. By execution hereof, the Purchaser acknowledges receipt of certain notifications made pursuant to New Hampshire RSA 477:4-a, 4-c, 4-d and 4-f, as applicable to the nature of the Real Estate, prior to executing this Agreement.

d. The Purchaser agrees to indemnify and hold the Mortgagee harmless from all claims or injuries, however arising, from any potential defects, hidden or otherwise, in the Real Estate, and further agrees to indemnify and hold the Mortgagee harmless from any actions, claims or causes of action by any person whatsoever brought or made after the Closing.

e. Purchaser hereby represents to the Mortgagee that he, she or they are not related in any way with the Mortgagor.

6. **Real Estate Commission.** Each party represents to the other that no real estate broker, agent or finder’s fee is due with respect to the sale of the Real Estate except the fee to the auctioneer, James R. St. Jean Auctioneers, Inc., which the Mortgagee shall pay. The Purchaser agrees to hold the Mortgagee harmless from the claims of any broker or finder provided the claims are based upon having shown the Real Estate to the Purchaser or having interested the Purchaser in the Real Estate.

7. **Notices and Disclosures.** New Hampshire law (RSA 477:4-a) requires that the following notifications regarding risks associated with the ownership of any property:

“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 Paint: Before 1977, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present.”

Purchaser acknowledges receipt of the Water Supply and Sewage Disposal Disclosure required by NH RSA 477:4-c,d and attached hereto as Exhibit A, and hereby agrees that Seller has complied with all requirements of that statute.

Purchaser acknowledges receipt of the Public Utility Tariff Disclosure Pursuant to NH RSA 477:4-h and attached hereto as Exhibit B, and hereby agrees that Seller has complied with all requirements of that statute.

8. **Incorporation.** This agreement incorporates the terms and conditions contained in the Notice of Mortgagee’s Sale dated June 23, 2023 and such other terms and conditions as may be announced by the Seller at the foreclosure auction.

9. **Miscellaneous.** This agreement may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to other party. This agreement may be executed by facsimile or .pdf signature and a facsimile or .pdf signature shall constitute an original for all purposes.

[INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

Dated: September ____, 2023

Seller:

Mascoma Bank

By: _____
Trina Ashline
AVP Collections Officer

Purchaser:

By:
Its:

Exhibit A

Water Supply and Sewage Disposal and Insulation Disclosure Pursuant to RSA 477:4-c, d

Real Estate: 2668 Gov. Meldrim Thomson Scenic Hwy, Orford, New Hampshire 03777

I. Seller discloses the following information to Purchaser regarding the water supply at the Real Estate:

- A) Type of private water-supply system: Unknown to Seller.
- B) Location: See above.
- C) Malfunctions: See above.
- D) Date of installation: See above.
- E) Date of most recent water test: See above.
- F) Unsatisfactory water test or water test with notations: See above.

II. Seller discloses the following information to Buyer regarding the sewage disposal system at the Real Estate:

- A) Size of tank: Unknown to Seller.
- B) Type of sewage disposal system: See above.
- C) Location: See above.
- D) Malfunctions: See above.
- E) Age of system: See above.
- F) Date of most recent service: See above.
- G) Name of contractor who services the system: See above.

III. Seller discloses the following information to Purchaser regarding the insulation in the Real Estate: Seller is not aware of what kind of insulation exists for the Real Estate.

EXHIBIT B

Public Utility Tariff Disclosure Pursuant to RSA 477:4-h

Real Estate: 2668 Gov. Meldrim Thomson Scenic Hwy, Orford, New Hampshire 03777

I. Seller discloses the following information to Purchaser regarding any metered public utility services at the Real Estate that Purchaser may be responsible for paying as a condition of such utility service:

- A) Utility Service is provided under a tariff with unamortized or ongoing charges for energy efficiency or renewable energy improvements pursuant to RSA 371:61: Unknown to Seller.
- B) Remaining Term: See above.
- C) Amount of Charges: See above.
- D) Estimates or Documentation of gross or net energy or fuel savings: See above.