

PURCHASE AND SALE CONTRACT

Claremont Savings Bank, (hereinafter referred to as ‘Mortgagee’), Mortgagee under a certain mortgage deed from Thomas R. Davidson II to the Mortgagee dated May 1, 2008, said premises being located in Weathersfield, Windsor County, Vermont and more particularly described in a published Notice of Sale has this day, pursuant to a Judgment Order dated October 11, 2023 issued by the State of Vermont, Windsor County Superior Court, in the matter of CLAREMONT SAVINGS BANK v. THOMAS R. DAVIDSON II, AND OCCUPANTS of 119 Victory Drive, Weathersfield, Vermont, Docket No. 23-CV-00275, conducted by public auction a foreclosure sale of the premises located at 119 Victory Drive, Weathersfield, Vermont.

It is hereby acknowledged that the highest bid at said sale for the premises was made by _____, (hereinafter referred to as “Purchaser”), with a mailing address of _____
_____ who bid \$ _____ Dollars and gave a deposit of \$10,000.00.

The parties agree that the sale is contingent upon court confirmation and all unpaid real estate taxes and assessments to the Town of Weathersfield. The balance of the bid price is to be paid to the Mortgagee within thirty (30) days from the date the State of Vermont, Windsor County Superior Court confirms the sale and issues its Confirmation Order. The parties agree that time is of the essence. The closing to be held at the Law Office of Steve J. Bonnette, P.C., 20 Central Square, Suite 2A, Keene, NH 03431.

The Mortgagee is selling and the Purchaser is buying the said Premises “as is” and subject to all unpaid taxes and assessments, all other liens and all easements and rights which may be entitled to precedence over the Mortgagee’s Mortgage, including, but not limited to, outstanding real estate taxes assessed by the Town in which the premises are located. Purchaser shall pay all transfer taxes and recording fees relative to the conveyance. Purchaser is taking title subject to all persons in possession of the Premises.

Purchaser acknowledges that Purchaser has agreed to purchase the said Premises on the basis of Purchaser's own investigation and inspection of the Premises.

Liquidated damages: If the Purchaser defaults in the performance of Purchaser's obligations under this agreement, the amount of the deposit shall, at the option of the Mortgagee, become the property of the Mortgagee as reasonable liquidated damages.

Purchaser may not assign Purchaser's rights or obligations under this contract to a third party, without the written consent of the Mortgagee.

Dated this _____ day of December 2023.

Claremont Savings Bank

By: _____
Print Name: _____
Its: _____

Purchaser:

By: _____
Print Name: _____
Telephone No.: _____
E-Mail: _____