

**PURCHASE AND SALES AGREEMENT
AT FORECLOSURE SALE
(Highest Bid)**

SELLER: Arthur P. Jones, 15 Knight Avenue, Easthampton MA, 01027

BUYER(S): Name: _____
Address: _____
Tel. _____

PREMISES: Address in Mortgage: 496 NH Rte 25, Warren, NH 03279
Address In Town Records: 490 NH Rte 25, Warren, NH 03279

PURCHASE PRICE: _____
\$ _____

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

DATE: January 9th, 2024

In consideration of the purchase price, the Seller agrees to sell and convey, and the Buyer(s) agree to buy, the Premises, upon the terms and conditions recited herein:

1. **PREMISES:** Certain tracts or parcel of land and any improvements thereon, situate in the Town of Warren, Grafton County, State of New Hampshire, having the address of 490 NH Rte 25, Warren, NH 03279 in Town Records, and 496 NH Rte 25, Warren, NH 03279 in Mortgage, and described in the Mortgage Deed from Bruce Alan Dimond and Alan Fred Dimond (“Mortgagors”), to Arthur P. Jones (“Mortgagee”), dated September 10, 2021, and recorded in the Grafton County Registry of Deeds, in Book 4666, Page 585

2. **PURCHASE PRICE:** The Purchase Price shall be _____
_____ (the “Purchase Price”) and shall be payable 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 whereof is hereby acknowledged by Seller (the Deposit”), and is either to be applied toward Purchase Price at closing, or is to be retained or disbursed in accordance with the terms of this Agreement in the event that this transaction is not consummated.
- (b) Buyer shall pay the balance of the Purchase Price to Seller at the transfer of title (hereinafter defined) in cash, or cash equivalent funds.

3. **TRANSFER OF TITLE:** The transfer of title shall occur on or before February 8th, 2024, **TIME IS OF THE ESSENCE**, at the Bielagus Law Offices PLLC, 26 Concord St, Peterborough, NH 03458.

(Initials – to acknowledge closing date)

4. FORECLOSURE DEED: Seller shall convey title to the Premises by a Foreclosure Deed in substantial conformity with RSA 477:31.

5. NO PRORATION: Buyer(s) 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.

(Initials – to acknowledge the above)

6. POSSESSION: Seller shall deliver the Premises to Buyer(s) at closing **as is**, without any representations or warranties as to the status of tenants, or other parties in possession. Buyer assumes all costs and responsibilities to evict any tenants or occupants that may be in possession of the Premises.

7. TRANSFER STAMPS: Buyer shall pay **ALL** of the Transfer Stamps due to the State of New Hampshire (calculated at \$15.00 per \$1,000.00 of the purchase price) without any contribution by the Seller.

(Initials – to acknowledge the above)

8. DAMAGE TO THE PREMISES: In case of any loss, all sums recoverable from any insurance there may 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. **SELLER SHALL NOT BE RESPONSIBLE FOR ANY PAYMENT FOR SUCH DAMAGE INCLUDING THE “DEDUCTIBLE” IF APPROPRIATE.**

9. 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 rights of occupancy of others, at time of sale, transfer of title, or thereafter, other than provisions shown in section 8 above.

10. TITLE: Seller is selling Premises at a foreclosure sale of Seller’s mortgage and accordingly Seller makes no representation or warranties of title whatsoever. Buyer(s) has read and understand(s) that Buyer(s) is accepting Seller’s title in an “as is” condition, and any liens, encumbrances or real estate taxes shall take priority over Seller’s title in accordance with the laws of the State of New Hampshire.

11. ORDINANCES: In case of any outstanding violations of various building requirements and zoning ordinances, Buyer agrees to take title “as is,” including with any and all such violations that may exist.

12. DEFAULT, LIQUIDATED DAMAGES: If the Buyer(s) shall default in 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.

13. Pursuant to New Hampshire Law RSA 477:4-a - the Buyer hereby acknowledges receipt of notification of the following from Seller and further understands that Seller has not occupied the property and makes no representations:

- (a) 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.
- (b) 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.
- (c) Water Supply: Seller makes NO REPRESENTATION as to the potability of the water supply, or its source.
- (d) Sewer Disposal: Seller makes NO REPRESENTATION as to the potability of the sewer supply, or its source.

14. MISCELLANEOUS:

- (a) This Agreement contains the entire Agreement between the parties relating to the transaction contemplated hereby and all prior or contemporary agreements, understandings, representations, statements, and discussions, oral or written, are merged herein. No modification, waiver, amendment, discharge or change of this Agreement will be valid unless in writing and signed by the party against whom enforcement of such modification, waiver, amendment, discharge or change is sought.
- (b) The interpretation of the Agreement and the rights and obligations of Buyer(s) and Seller hereunder will 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 representatives.
- (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):

Arthur P. Jones

Witness

Arthur P. Jones

BUYER(S):

Witness

Signature
Name: