PUBLIC AUCTION

TOWN OWNED PROPERTY MANUFACTURED HOME ON 3± ACRES SATURDAY, JANUARY 25, 2025 AT 10:00 AM



35 PRESCOTT ROAD, PITTSFIELD, NH Sale to be at: PITTSFIELD TOWN HALL, 85 MAIN ST. PITTSFIELD, NH

ID#25-103 • We have been retained by the Town of Pittsfield, NH to sell at PUBLIC AUCTION this town-owned property that was acquired via tax collector's deed. Single-wide manufactured home located on a 3± acre lot. Home offers 924± SF GLA, 3 RMS, 2 BRS, and 1 BA. Features include detached sheds, aluminum siding, foundation for 1-story garage and FHA/Oil Heat. Tax Map: R50, Lot: 4–1. Assessed Value: \$110,600. 2024 Taxes: \$3,304.

10% BUYERS PREMIUM PAYABLE TO AUCTIONEER DUE AT CLOSING

PREVIEW: The premises are occupied; drive-by is recommended.

TERMS: \$5,000 deposit by cash, certified check/bank check or other tender acceptable to the Town of Pittsfield at time of sale, balance of purchase due within 30 days from the sale date. Conveyance by Quitclaim Deed, sale is subject to town confirmation. The Town of Pittsfield reserves the right to reject any and all bids. The property will be sold **"AS IS, WHERE IS"** subject to all outstanding liens, if any. Other terms may be announced at time of sale. All information herein is believed but not warranted to be correct. All interested parties are advised to do their own due diligence relative to the buildability/ non-buildability of any lot and all matters they deem relevant.

ADDITIONAL INFORMATION & PHOTOS ARE AVAILABLE ON OUR WEBSITE







45 Exeter Road, Epping, NH 03042, NH Lic. #2279 603-734-4348 • www.jsjauctions.com

AGREEMENT AND DEPOSIT RECEIPT

THIS AGREEMENT made this <u>25</u> day of <u>January</u>, 2025, by and between the Town of Pittsfield, a municipal corporation having a mailing address of 85 Main Street, Pittsfield, County of Merrimack, State of New Hampshire (hereinafter referred to as the "SELLER"), and ______, having a mailing address of ______ (hereinafter referred to as the "BUYER").

WITNESSETH: The SELLER agrees to sell and convey, and the BUYER agrees to buy certain real property located in Pittsfield, New Hampshire, described as follows:

Property located at 35 Prescott Road, and also identified as Tax Map R50 Lot 4-1.

PRICE: The SELLING PRICE is <u>\$</u>. The BUYER'S DEPOSIT, receipt of which is hereby acknowledged, in the sum of <u>\$5,000.00</u>.

The BALANCE of the SELLING PRICE shall be payable at closing and tendered in cash or certified check in the amount of <u>\$</u>_____.

BUYER'S PREMIUM DUE: The SELLING PRICE does not include the BUYER'S PREMIUM of ten

percent (10%) of the SELLING PRICE, due to the Auctioneer at closing.

SELLING PRICE \$ ______ at 10 % equals BUYERS PREMIUM \$______.

Payment of such an amount by the BUYER in accordance with the previous clause, by cash or certified

check at closing, is a prior condition of the Town's obligation to convey title. This BUYER'S PREMIUM

is in addition to the SELLING PRICE and is payable directly to the Auctioneer.

DEED: The SELLER agrees to furnish, at its own expense, a duly executed QUITCLAIM DEED, to the Property.

TRANSFER OF TITLE: Title shall be transferred on or before ______. The place and time of TRANSFER OF TITLE shall be determined by mutual agreement. Failing such mutual agreement, the time of transfer shall be as designated by the SELLER and shall occur at the Pittsfield Town Hall, 85 Main Street, Pittsfield, New Hampshire, 03263.

TITLE: If the BUYER desires an examination of the title, BUYER shall pay the cost thereof. BUYER acknowledges that TITLE shall be transferred by QUITCLAIM DEED.

TAXES, UTILITIES: BUYER shall be responsible for any and all taxes and utilities assessed or incurred as of the date of transfer.

RECORDING FEES: BUYER shall be responsible for all recording fees.

RISK OF LOSS: Risk of loss from any cause shall be upon the SELLER until the transfer of the property.

AGREEMENT AND DEPOSIT RECEIPT (Cont'd)

LIQUIDATED DAMAGES: If the BUYER shall default in the performance of his/her obligations under this AGREEMENT, the amount of the deposit and any additional deposit given by the BUYER may, at the option of the SELLER, become the property of the SELLER as reasonable liquidated damages. Further, all of the BUYER'S rights and interests in and to the AGREEMENT shall, without further notice or further consideration, be assigned to SELLER. Upon BUYER'S default or failure to close SELLER reserves this unqualified right to sell the property to the next highest qualified bidder. Alternatively, the BUYER may demand specific performance of this contract to which the SELLER will acquiesce.

PRIOR STATEMENTS: All representations, statements, and agreements heretofore made between the parties hereto are merged in the AGREEMENT, which along fully and completely expressed the respective obligations, and the AGREEMENT is entered into by each party after opportunity for investigation, neither party relying on any statements or representation not embodied in this AGREEMENT shall not be altered or modified except by written agreement signed and dated by both BUYER and SELLER.

WAIVER: The waiver by any party of any breach of any provision of this Agreement shall not operate as, or be construed as a waiver of any subsequent breach thereof.

SEVERABILITY: Should any provision of this Agreement or any portion of any provision of this Agreement be held invalid or unenforceable according to law, the remaining portions hereof shall not be effected thereby but shall continue in full force and effect.

MISCELLANEOUS: This instrument, executed in duplicate, is to be construed as a New Hampshire contract; is to take effect as a sealed instrument; sets forth the entire contract between the parties; is binding upon and enures to the benefit of the parties and their respective heirs, devisees, executors, administrators, successors, agents and assigns; and may be canceled, modified or amended only by a written instrument signed by both the SELLER and the BUYER.

ADDITIONAL PROVISIONS:

TOWN OF DITTELET D (SET LED)

WITNESS: The signatures of the above-mentioned parties on the dates as noted below.

IOWN OF FIT ISFIELD (SELLER)						
By:	By:					
Title: Duly authorized	Title: Duly authorized					
Date:	Date:					
Witness:	Witness:					

EFiled 202400013670 Recorded in Merrimack County, NH In the Records of Erica S Davis, Register BK: 3868 PG: 2369, 9/25/2024 3:15 PM RECORDING \$10.00 SURCHARGE \$2.00

Town of Pittsfield 85 Main Street Pittsfield NH 03263

TAX COLLECTOR'S DEED KNOWN ALL MEN BY THESE PRESENTS

That I, Erica Anthony, Tax Collector for the Town of Pittsfield, in the County of Merrimack and the State of New Hampshire, for the year 2024 by the authority in me vested by the laws of the State, and for consideration received by the Town of Pittsfield, located at, 85 Main Street, Pittsfield, NH 03263, do hereby sell and convey to the Town of Pittsfield, a certain tract or parcel of land situated in the Town of Pittsfield, New Hampshire aforesaid, taxed by the Selectmen/Assessors in 2020 to:

Map: 0003

NICKERSON, RONNIE M HEIRS OF and described in the invoice books as: 000R50 Lot: 000004 Sublot: 000001 Located At 35 PRESCOTT ROAD

Consisting of 3.000 Acres of Land, Including Any Buildings Thereon.

The deed is the result of the tax lien execution held at the Tax Collector's Office in the above stated Town of Pittsfield, in the State of New Hampshire on June 18, 2021 and recorded at the Registry of Deeds in Book 3745, Page 1193, to have and to hold said Premises, with the appurtenances, to said Town of Pittsfield's successors/heirs and assigns forever. And I hereby covenant with said Town of Pittsfield, that in making this conveyance I have in all things complied with the law, and that I have good right, so far as that right may depend upon the regularity of my own proceedings, to sell and convey the same in manner aforesaid.

In witness whereof, I have hereunto set my hand and seal, the _25th day of <u>September</u> in the year of our Lord _2037 .

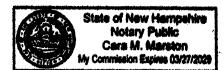
Notary Public/Justice of the Peace My Commission expires: 3 27/2

Erica Anthony Tax Collector, Town of Pittsfield

State of New Hampshire County of Merrimack

On this <u>25</u> day of <u>September</u> 2024, personally appeared Erica Anthony, Tax Collector who swore that the foregoing is true to the best of her knowledge and belief and acknowledged the foregoing instrument to be her free act and deed.





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PITTSFIELD, NH 03263					
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02/04/14 JBPE 11/20/13 INSP MARKED FOR INSPECTION 04/08/13 KCVM					
05/25/12 KCPR 01/23/09 DJRL		•			
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				2023 \$ 24,500	\$ 5,500 \$ 80,600
					Parcel Total: \$ 110,600
				2024 \$ 24,500	\$ 5,500 \$ 80,600 Parcel Total: \$ 110,600
4 · · · · ·					
	LAND VALUA	ATION		LAST REVA	LUATION: 2020
Zone: RURAL Minimum Acreage: 2.00 Minin	um Frontage: 225		Site: AVER	AGE Driveway: DIRT/GR	AVEL Road: DIRT/GRAVEL
Land Type Units Base Ra	nte NC Adj S	ite Road DWay	Topography Cond Ad Valorem S	PIR Tax Value Notes	
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		PITTSFI	ELD, NH 03263					Floor: CARPET/LI		
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