

Foreclosure Sale Receipt and Purchase Agreement

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

Purchaser:
Address:

Telephone No.:
Email Address:

Premises: 599 Turnpike Road, New Ipswich, Hillsborough County, New Hampshire

1. **Purchase Price.** The Seller hereby acknowledges receipt of \$10,000.00 from the Purchaser, as a down payment for the purchase of the Premises, 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 Premises 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 Premises has been assumed and shall be borne by the Purchaser as of the close of the bidding with respect to the Premises.

3. **Prorations.** There shall be no proration of any expense or income associated with the Premises. 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 Premises.

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 Premises 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 Premises. 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 Premises, the subdivision of the Premises, compliance of the Premises with applicable zoning ordinances, building codes or other applicable laws or regulations, the validity of any permits affecting the Premises, compliance of the Premises with any permits affecting the Premises, compliance of the Premises with any condominium documents affecting the Premises, the condition, fitness or structural soundness of the Premises, the existence or non-existence of hazardous material, lead paint or radon gas at the Premises, the acreage of the Premises, title to the Premises, the rent roll of the Premises, the validity of any lease affecting the Premises or any other matter. The Premises 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 Premises.

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 Premises, 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 Premises 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 Premises to the Purchaser or having interested the Purchaser in the Premises.

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.”

RSA 477:4-c and d, Water Supply, Sewage Disposal and Insulation: Seller has no information.

RSA 477:4-g Methamphetamine Production Site: Seller has no information regarding whether Premises was used for methamphetamine production.

RSA 485-A:39 Waterfront Property Site Assessment Study: Seller has no information.

RSA 477:4-h Public Utility Tariff Pursuant to RSA 374:61: Seller has no information whether Premises is subject to a public utility tariff under RSA 374:61.

8. **Incorporation.** This agreement incorporates the terms and conditions contained in the Notice of Mortgagee’s Sale dated December 16, 2024, 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: February 20, 2025

Seller:

Mascoma Bank

By: _____

By:

Its:

Purchaser:

By:

Its: