

PURCHASE AND SALE AGREEMENT

LEDYARD NATIONAL BANK, with a mailing address of PO Box 799, Hanover, New Hampshire 03755, ("Seller"), agrees to sell to

_____ of _____,

State of _____ ("**Buyer**"),

being the high bidder at a public foreclosure sale of the subject premises held on **August 12th, 2026**, and agrees to buy the following described premises on the terms and conditions set forth as follows:

1. Premises:

Land and structures at 10 Orchard Road, Enfield, New Hampshire.

See Exhibit A attached hereto and made a part hereof.

2. Purchase Price:

The purchase price is _____ Dollars

\$ _____

A deposit of \$ _____, paid as follows:

Circle one - **cash** or **certified or bank treasurer's check** # _____

by the signing of this Agreement, receipt of which is hereby acknowledged by Seller; and the remaining balance of _____ Dollars (\$ _____) in cash, wired funds or certified check at the closing.

3. Taxes and Other Encumbrances:

The Premises are sold subject to the real estate taxes assessed or assessable on the premises, subject to all rights of possession and subject to all prior liens and other enforceable encumbrances of record and to any rights of redemption which the Internal Revenue Service or any other governmental agency may possess. The premises are specifically sold subject to any unpaid taxes with the Town of Enfield, to be calculated at the time of closing, and prorated among the Seller and Buyer as appropriate. **NOTE** – as of this agreement, property taxes are

fully paid to the Town of Enfield.

4. Deed and Closing:

- a. The deed shall be a Foreclosure Deed Under Power of Sale.
- b. The deed shall be delivered and the balance of the Purchase Price shall be paid on or before September 11, 2026, by the close of the business day, **time being of the essence**, at an approved settlement agent chosen by the Buyer, or at such time or place as the parties shall agree. Seller is given the discretion to execute all of its closing documents ahead of this date, to be provided to the settlement agent prior to the closing date. This closing date shall NOT be extended unless consent is given by Buyer and Seller.

5. Revenue Stamps and Closing Costs:

Buyer shall pay the NH Transfer Tax assessed against **both** Buyer and Seller by New Hampshire law, being a total of **1.5%** based upon the sale price. Buyer shall be responsible for all recording costs assessed by the Grafton County Registry of Deeds.

6. Default:

If Seller defaults, Buyer shall be entitled to the return of the Deposit as its sole remedy. If Buyer defaults, Seller shall be entitled to retain the **Full Deposit** as liquidated damages, **or** pursue its remedies at law or in equity at its election if its damages are beyond the deposit paid as of this agreement.

In addition, upon default by Buyer, Buyer's bid shall be immediately assigned to Seller and Seller may thereafter complete the purchase of the premises.

7. Zoning:

Seller does not represent or warrant to Buyer that the current use of the premises and the buildings thereon comply in any respect with any municipal zoning ordinances, building or other like code or that the buildings or the use of the premise is not a nonconforming structure or use.

8. Inspection:

Buyer acknowledges that it is fully satisfied with the physical condition of the premises; and the Buyer covenants and agrees that it will accept the premises in their current condition. The Seller disclaims all warranties of fitness for a particular purpose or of merchantability or habitability, either expressed or implied. The Buyer agrees to take the within described property AS IS. The Buyer agrees and acknowledges that it is their responsibility and obligation to secure the premises as of the date of this Agreement. The Buyer shall be

responsible for maintaining insurance coverage on the premises; Seller shall not keep the premises insured against loss for the benefit of the Buyer. ***Buyer further takes possession of the property subject to any and all homestead rights afforded to any current occupants, IF ANY EXIST, and understands it will be Buyer's responsibility to either retain the current owners as tenants, or to proceed with an eviction process under the statutory requirements of the State of New Hampshire.***

9. Acceptance of Deed:

Acceptance of a deed by Buyer shall be deemed to be the full performance of every agreement and obligation of Seller.

10. Broker:

Seller and Buyer represent to each other that no broker or agent has participated in the sale on its behalf and each will indemnify and save the other harmless from any demand, claim or suit at law or in equity by any broker or agent claiming through him or her, including reimbursement or reasonable attorneys' fees and court cost.

11. Governing Law:

This Agreement is made in and shall be interpreted and enforced under the laws of the State of New Hampshire.

12. Integration:

All representations, statements and agreements heretofore made are merged in this Agreement which is the full expression of the parties' obligations and neither party in entering this Agreement has relied upon any statement or representation not set forth herein.

13. Time:

Time is of the essence as to each and every aspect of this Purchase and Sale Agreement.

14. N.H. Rev. Stat. Ann. §477:4-a Notice:

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.

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.

15. Assignability:

Buyer MAY assign this contract, provided that notice is provided to all parties to the transaction, and that the assigned Buyer shall fulfill and adhere to all conditions of this contract, including the closing date.

WITNESS OUR HANDS this 12th day of August, 2026.

Witness

Ledyard National Bank
by **Randall Clark** - Attorney

Witness

Buyer

Telephone #: _____

Address _____

Witness

Buyer

Telephone #: _____

Exhibit A - Property Description

Closing Date: July 7, 2016

Borrower(s): John A. King and Crystal C. King

Property Address: 10 Orchard Road, Enfield, NH 03748

Two certain tracts of land situated in Enfield, in the County of Grafton, State of New Hampshire in that section of the Town of Enfield known as Methodist Hill, bounded and described as follows:

PARCEL #1:

Point of beginning--metal pin set through a cement block on stone wall on the northwest side of an old town road (Corner #2 of this deed) 660' northeasterly along the town road from the four corners at the crest of Methodist Hill; proceeding from this point (Corner #2 of this deed) on an approximate bearing of S 40° W on stone wall and along side the town road for a distance of 140' to a metal pin set through a cement block; then proceeding from this point (Corner #5 of this deed) on an approximate bearing of N 50° W and along side an access road for a distance of 160' to a metal pin set through a cement block; then proceeding from this point (Corner #6 of this deed) on an approximate bearing of N 40° E along Lot #17 on attached map (Parcel #2 of this deed) for a distance of 140' to a metal pin set through a cement block; then proceeding from this point (Corner #3 of this deed) on an approximate bearing of S 50° E along Lot #13 on attached map for a distance of 160' to the point of beginning.

PARCEL #2:

Point of beginning--a metal pin set through a cement block along side an access road (Corner #6 of this deed) on the northwest side of an old town road on a line 540' northeasterly along town road from the four corners at the crest of Methodist Hill and on a line 160' northwesterly from the edge of this town road; proceeding from this point (Corner #6 of this deed) on an approximate bearing of N 50° W along side the access road for a distance of 160' to a metal pin set through a cement block; then proceeding from this point (Corner #7 of this deed) on an approximate bearing of N 40° E along side the access road for a distance of 140' to a metal pin set through a cement block; then proceeding from this point (Corner #8 of this deed) on an approximate bearing of S 50° E along Lot #16 on attached map (along land of Arthur and Margaret Moore and Ethel Rahaim) for a distance of 160' to a metal pin set through a cement block; then proceeding from this point (Corner #3 of this deed) on an approximate bearing of S 40° W along Lot #12 on attached map (Parcel #2 of this deed) for a distance of 140' to the point of beginning.

Together with the right, in common with others, to use the private right of way fifty feet (50') in width which runs through the now or former George S. LeVarn and Doris A. LeVarn premises as shown on a plan entitled "Plan showing section A of George S. and Doris A. LeVarn Property, Methodist Hill, Enfield, NH, with Internal Dividing Lines Compiled and Sketched September 1967," a copy of which is recorded in the Grafton County Registry of Deeds, Book 1075, Page 185.

Also conveying, in common with others, the right to take water from an artesian well situated in the northerly line of said private right of way adjacent to the southerly line of Lot #17 as shown on said plan. Said right to take water shall be restricted to reasonable household usage. Grantee,

her heirs and assigns shall have the right, if necessary, to lay, maintain, relay and repair waters pipes (not exceeding one inch (1") in width at the well head) across other lots on said plan in the exercise of rights herein conveyed, provided such pipes are located so as not to interfere with the reasonable use of other lots on said plan. Grantee, her heirs and assigns hereby covenants and agrees that, from time to time, other owners of lots described on said plan, shall have an easement over the premises herein conveyed for the purpose of laying and maintaining said pipes on the terms and conditions specified above.

TOGETHER WITH a certain 1999 Castle Manufactured Housing Unit, Model #C201, Serial No. CHPA3944A/I3, which manufactured housing is situated at 10 Orchard Road in Enfield, Grafton County, New Hampshire.

The tract or parcel of land upon which the manufactured housing is situated, or is to be situated, is owned by Antoinette M. Laramie, by deed dated September 8, 1999 and recorded in the Grafton Registry of Deeds, Book 2418, Page 986.