

**Keenan
Auction
Company®**

PROPERTY INFORMATION PACKAGE



Our 8,390th Auction

Real Estate Auction 21-117

Kent Ranch Home – Garage/Workshop – 1.8+/- AC

RE: Estate of Sterling A. Mills

64 Rumford Avenue, Bryant Pond, Maine

Friday, October 29, 2021 at 11AM

| Equipment to be Sold Separately |



Keenan Auction Company, Inc.
1 Runway Road
So. Portland, Maine 04106
(207) 885-5100
www.KeenanAuction.com
info@keenanauktion.com
Richard Keenan
ME R.E. LIC.#2175
ME AUCTION LIC.#236

October 14, 2021

Dear Prospective Bidder:

Keenan Auction Company, Inc. would like to announce **Real Estate Auction 21-117**: Real estate consists of a 1.8+/- acre parcel improved by a 2007 Kent modular ranch style home, 2-bay truck garage and a 3-bay garage. The auction will be held on **Friday, October 29, 2021 at 11AM** on premises. Please find our detailed Property Information Package enclosed for your review.

The above property is subject to a **\$10,000** deposit (non-refundable as to the highest bidder) in CASH or CERTIFIED U.S. FUNDS made payable to the Keenan Auction Company, Inc. (deposited with Auctioneer as a qualification to bid), increased to 10% of the purchase price day of sale, with balance due and payable within **30 days** from date of auction. There will be a **10% buyer's premium** added to the high bid price to equate the final purchase price. The property will be sold by public auction subject to all outstanding municipal assessments. Conveyance of the property will be by Deed of Sale by Personal Representative. All other terms will be announced at the public sale.

Equipment: The equipment will be sold separately in a timed online auction via Proxibid.com. Please visit Auctioneer's website (www.keenanauction.com) for complete details.

Online Bidding: Online bidding is available for the real estate via Proxibid.com. Please contact auctioneer's office for details.

Keenan Auction Company, Inc. is committed to providing you with comprehensive information concerning this property. Our staff is readily available to assist you with any questions you may have regarding this property or the auction process. Thank you for your interest in this property and we look forward to seeing you on the day of the sale.

Sincerely,

KEENAN AUCTION COMPANY, INC.

Enc.

"This agency represents the Seller's interests and, as such, has a fiduciary duty to disclose to the Seller information, which is material to the sale, acquired from the Buyer or any other source."

Real Estate Auction 21-117
Kent Ranch Home – Garage/Workshop – 1.8+/- AC
RE: Estate of Sterling A. Mills
64 Rumford Avenue, Bryant Pond, Maine

Prepared for:
Estate of Sterling A. Mills

Prepared by:
Keenan Auction Company, Inc.

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Note: Please use page number in lower right hand corner of page



Dept. of Professional & Financial Regulation
Office of Professional & Occupational Regulation
MAINE REAL ESTATE COMMISSION

35 State House Station Augusta ME 04333-0035



REAL ESTATE BROKERAGE RELATIONSHIPS FORM

Right Now You Are A Customer

Are you interested in buying or selling residential real estate in Maine? Before you begin working with a real estate licensee it is important for you to understand that Maine Law provides for different levels of brokerage service to buyers and sellers. You should decide whether you want to be represented in

a transaction (as a client) or not (as a customer). To assist you in deciding which option is in your best interest, please review the following information about real estate brokerage relationships:

Maine law requires all real estate brokerage companies and their affiliated licensees ("licensee") to perform certain basic duties when dealing with a buyer or seller. You can expect a real estate licensee you deal with to provide the following customer-level services:

- ✓ To disclose all material defects pertaining to the physical condition of the real estate that are known by the licensee;
- ✓ To treat both the buyer and seller honestly and not knowingly give false information;
- ✓ To account for all money and property received from or on behalf of the buyer or seller; and
- ✓ To comply with all state and federal laws related to real estate brokerage activity.

Until you enter into a written brokerage agreement with the licensee for client-level representation you are considered a "customer" and the licensee is not your agent. As a customer, you should not expect the licensee to promote your best interest, or to keep any information you give to the licensee confidential, including your bargaining position.

You May Become A Client

If you want a licensee to represent you, you will need to enter into a written listing agreement or a written buyer representation agreement. These agreements create a client-agent relationship between you and the licensee. As a client you can expect the licensee to provide the following services, in addition to the basic services required of all licensees listed above:

- ✓ To perform the terms of the written agreement with skill and care;
- ✓ To promote your best interests;
 - For seller clients this means the agent will put the seller's interests first and negotiate the best price and terms for the seller;
 - For buyer clients this means the agent will put the buyer's interests first and negotiate for the best prices and terms for the buyer; and
- ✓ To maintain the confidentiality of specific client information, including bargaining information.

COMPANY POLICY ON CLIENT-LEVEL SERVICES — WHAT YOU NEED TO KNOW

The real estate brokerage company's policy on client-level services determines which of the three types of agent-client relationships permitted in Maine may be offered to you. The agent-client relationships permitted in Maine are as follows:

- ✓ The company and all of its affiliated licensees represent you as a client (called "single agency");
- ✓ The company appoints, with your written consent, one or more of the affiliated licensees to represent you as an agent(s) (called "appointed agency");
- ✓ The company may offer limited agent level services as a disclosed dual agent.

WHAT IS A DISCLOSED DUAL AGENT?

In certain situations a licensee may act as an agent for and represent both the buyer and the seller in the same transaction. This is called **disclosed dual agency**. *Both the buyer and the seller must consent to this type of representation in writing.*

Working with a dual agent is not the same as having your own exclusive agent as a single or appointed agent. For instance, when representing both a buyer and a seller, the dual agent must not disclose to one party any confidential information obtained from the other party.

Remember!

Unless you enter into a written agreement for agency representation, you are a customer—not a client.

THIS IS NOT A CONTRACT

It is important for you to know that this form is not a contract. The licensee's completion of the statement below acknowledges that you have been given the information required by Maine law regarding brokerage relationships so that you may make an informed decision as to the relationship you wish to establish with the licensee/company.

To Be Completed By Licensee

This form was presented on (date) _____

To _____
Name of Buyer(s) or Seller(s)

by David Reed
Licensee's Name

on behalf of Keenan Auction Company, Inc.
Company/Agency

MREC Form#3 Revised 07/2006
Office Title Changed 09/2011

To check on the license status of the real estate brokerage company or affiliated licensee go to www.maine.gov/professionallicensing. Inactive licensees may not practice real estate brokerage.

DISCLAIMER

ATTENTION PROSPECTIVE BIDDER

THE INFORMATION SET FORTH IN THIS PROPERTY INFORMATION PACKAGE IS BELIEVED TO BE CORRECT AND COMPLETE. HOWEVER, THE KEENAN AUCTION COMPANY, INC. AND THE SELLER OF THIS PROPERTY AND ITS AGENTS/REPRESENTATIVES MAKE NO WARRANTIES AS TO THE ACCURACY, TRUTHFULNESS AND COMPLETENESS OF THIS INFORMATION.

PRIOR TO THE AUCTION, PROSPECTIVE BIDDERS SHOULD MAKE SUCH INVESTIGATION, AS THEY DEEM APPROPRIATE.

Advertisement

Real Estate & Equipment Auction 21-117

Kent Ranch Home - Truck Garage/Workshop - 1.8+/- Acres

2019 John Deere 3039R Utility Tractor - Farmall and Case Antique Tractors - Late Model, Low Mileage Cars & Trucks - Trailer - Furniture & Collectibles

Re: Estate of Sterling A. Mills

64 Rumford Ave., Bryant Pond, Maine

Real Estate: Friday, October 29, 2021 at 11AM

Personal Property to be Sold in a Timed Online Auction

Online Bidding Begins: Sun., Oct. 17, 2021 at 9AM

Lots Start Closing: Mon., Nov. 1, 2021 at 1PM



Real Estate: Consists of a 1.8+/- acre parcel with 165+/- ft. of road frontage. Improving the site is a 2007 Kent modular ranch style home (1,288+/-SF) designed with 6-rooms including 2-bedrooms, 2-baths, kitchen, dining room, large living room, laundry area, large deck 2-car garage in the basement, attached drive through garage with a small office and storage shed. Adjacent to the home is a 1,700+/-SF truck garage with (2) 14' overhead garage doors, 720+/-SF pole barn with 3 bays. Ref. Tax Map 216, Lot 134.

Preview: Friday, October 15, 2021 from 10AM-12PM.

Terms Real Estate: 10% Buyer's Premium. Deposit to Bid: **\$10,000** increased to 10% of Purchase Price day of sale. **30 day** closing.

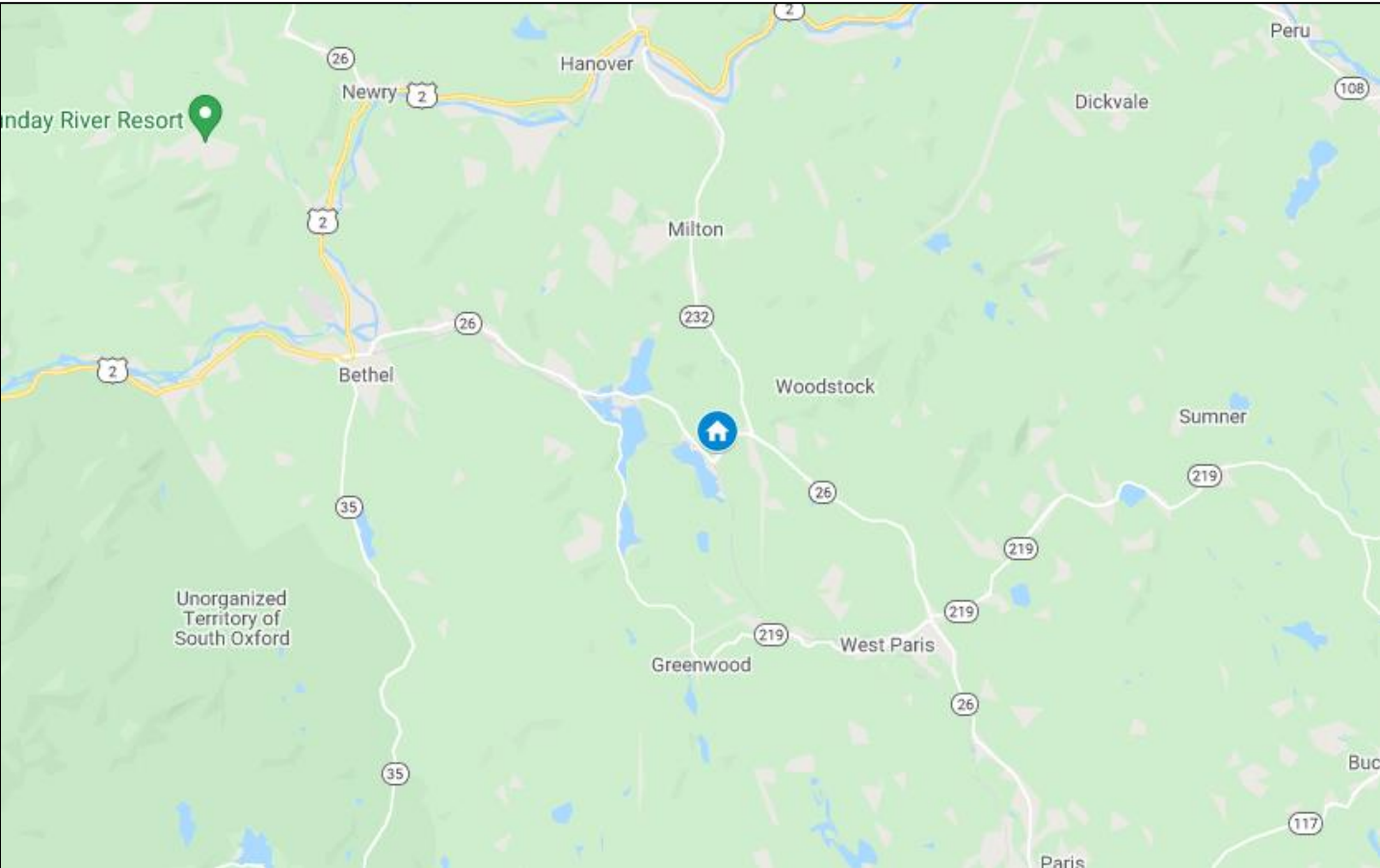
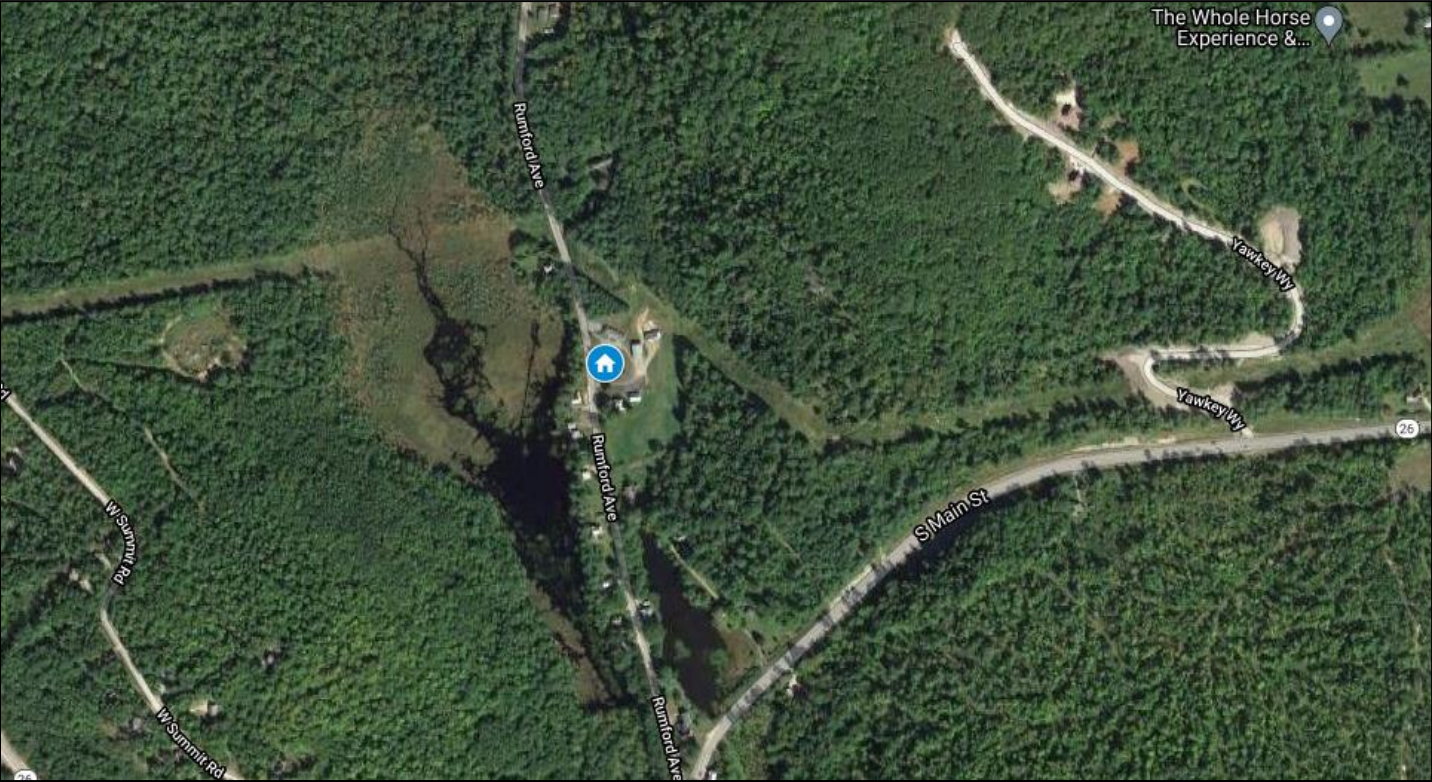
Equipment Terms: 17% Buyer's Premium. Payment Visa/MC, Wire Transfer. **Removal:** Tue. 11/2/2021, 8AM-2PM.

**Keenan
Auction
Company®**

Keenan Auction Company, Inc.
1 Runway Road
So. Portland, ME 04106
207-885-5100
info@keenanauction.com

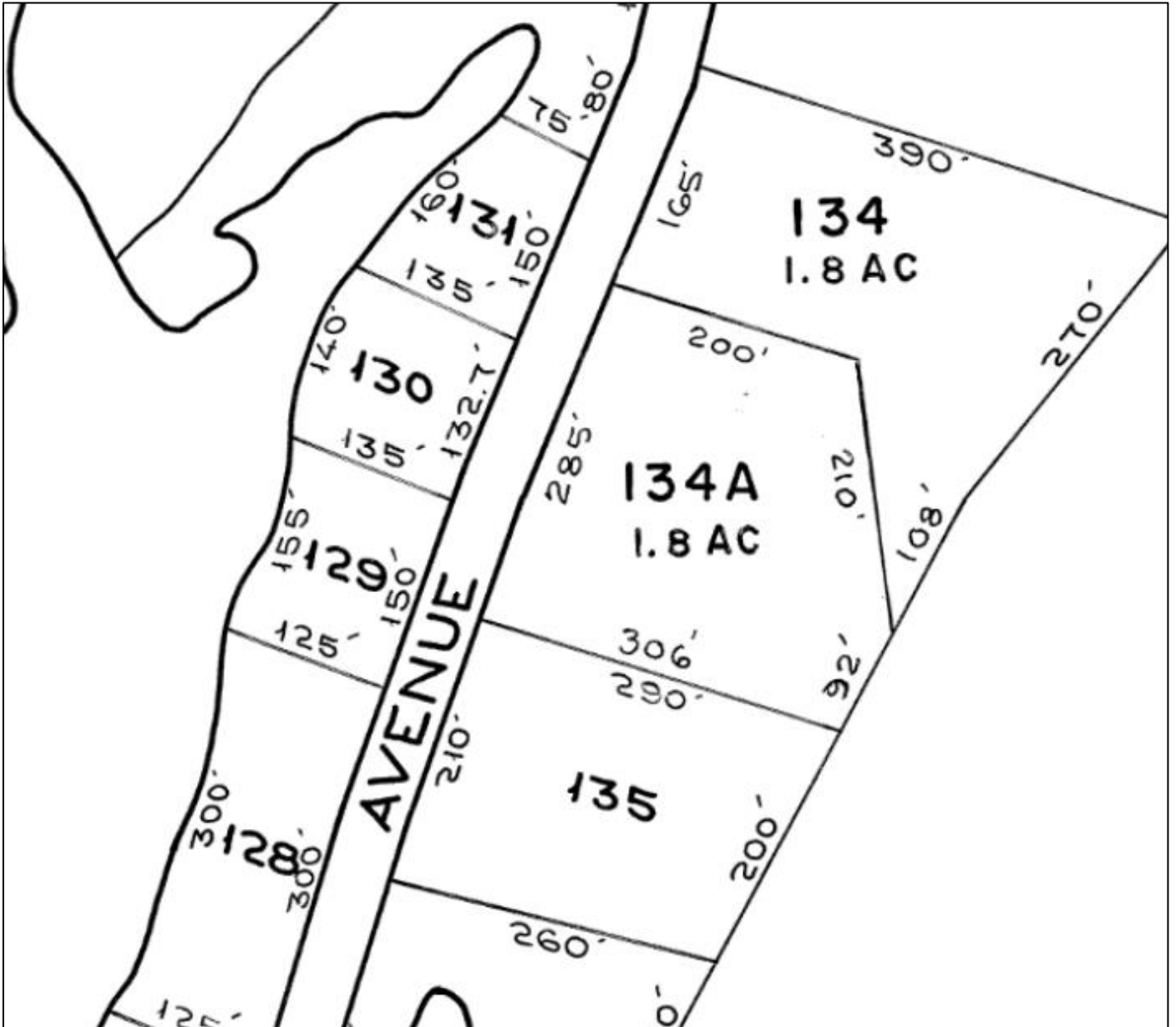
For complete real state & personal property auction details visit KeenanAuction.com or call (207) 885-5100 and request by auction #21-117. Richard J. Keenan #236. Our 49th Year and 8,390th Auction.

Location Map



Tax Map

[Map 216, Lot 134]



Assessment Information

64 RUMFORD AVE, Woodstock, ME
Site: **Map 016 , Lot 134**
Town: **Woodstock**
Tax Year: **2021**
Owner: **MILLS STERLING A HEIRS OF**
Last Committed Tax: **\$2,643.14**
See:
Includes:
Land Value: **\$46,800**
Building Value: **\$148,988**
Total Real Value: **\$195,788**
Exemption Value: **\$0**
Net Taxable Real Value: **\$195,788**
Personal Property: **\$0**

Owner Information

Owner #1: **MILLS STERLING A HEIRS OF**
Mailing Address:
C/O CUMMINGS DANIEL PR
NORMAN HANSON DETROY LLC
PORTLAND, ME 04112
Trio Account #: **1156**
Owner Since: **12/23/2020**
Book: **5573**
Page: **994**

Land Information

Land Group: Type	Size	Method	Value	Total Adj	Adj Details
Primary Lot : Additional 2	0.8 AC	Calculated	\$800.00	100.0%	
Primary Lot : Table 3	1.0 AC	Calculated	\$30,000.00	100.0%	
	1.80 Ac		\$30,800.0		

Tree Growth:
Open Space:
Farmland:

Site Information

Description	Adjustment
Well	\$0.00
Septic System	\$0.00
Site Improvement 3	\$16,000.00
	\$16,000.00

Lump Sum: **\$0**

Zoning Information

Zoning

Description

No data available in table

Primary Building Data

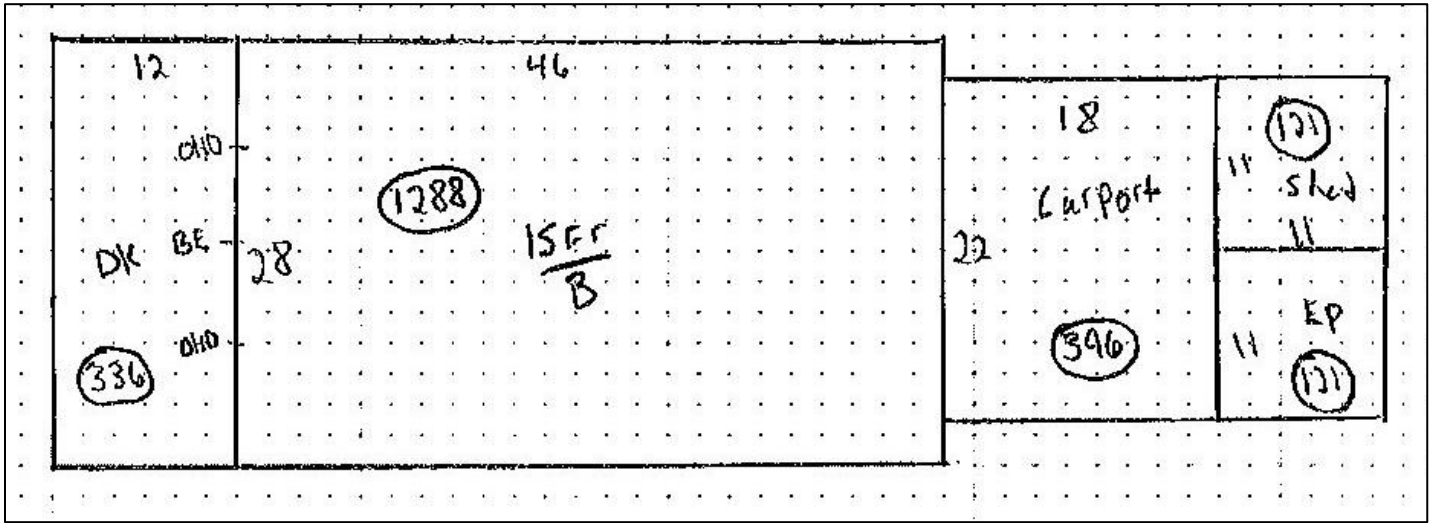
Building Type	Area	Grade	Cond	F.Obs.	E.Obs.	Value	Color	Year
1-Story Frame	1288	3.25	90%	100%	100%	\$103,484	GRY	
Deck	336	3.25	90%	100%	100%	\$3,062		
Enclosed Porch (EP)	121	3.25	90%	100%	100%	\$3,748		
Carport	396	3.25	90%	100%	100%	\$2,526		
Garage - 1	1700	3.00	80%	100%	100%	\$29,376		
Shed - 2	160	3.00	80%	100%	100%	\$1,210		
Shed - 3	720	2.00	70%	100%	100%	\$2,646		
Lean-to/Roof-over - 4	288	2.00	70%	100%	100%	\$302		
Shed - 5	0	3.25	90%	100%	100%	\$1,500		
Shed - 6	240	2.00	90%	100%	100%	\$1,134		

Visit History

Date	Purpose	Result	Individual
03/11/2019	Building Permit	Reprice	Matthew Berube
07/17/2017	Equalization	Reval Review	Denis Berube
09/29/2016	Equalization	Measure	Matthew Berube
09/17/2014	Review	Review	Denis Berube
02/01/2007	Building Permit	Measure	Dana Berube
11/19/1997	Measure	Measure	Dana Berube

Building Sketch

[House only]



Municipal Information

Real Estate Auction 21-117
64 Rumford Avenue, Bryant Pond, Maine

2021 Mill Rate \$ 13.50 Per \$1,000.00

Percent of Valuation at Market 100%

Tax Map 216, Lot 134

2021 TAX VALUE:

Land	\$ 46,800.00
Building	<u>148,988.00</u>
Total Value	\$ 195,788.00

2021 ANNUAL REAL ESTATE TAXES: \$ 2,643.14

REAL ESTATE TAXES DUE: Current - The above 2021 Tax bill is due 12/1/2021 and will be the responsibility of the Buyer.

PUBLIC WATER: NA

PUBLIC SEWER: NA

The above information was obtained from the Woodstock Town Hall. For further details on municipal information please contact the Town Hall at 207-665-2668.

Purchase & Sale Agreement

Auction 21-117

This Agreement is entered into this 29th day of October, 2021, by and between Daniel L. Cummings, as Personal Representative of the Estate of Sterling A. Mills, having a mailing address of Norman, Hanson & DeTroy, LLC, PO Box 4600, Portland, Maine 04112-4600, hereinafter sometimes called (the “**SELLER**”), and the following hereinafter referred to as (the “**BUYER**”):

Name: _____

Address: _____

Telephone No.: _____

Witnesseth

WHEREAS, SELLER is desirous of selling, by public auction, all its right, title and interest in and to the Property, being land and buildings located at 64 Rumford Avenue, Village of Bryant Pond, in the Town of Woodstock, County of Oxford and State of Maine. The real estate is more particularly bounded and described in Exhibit A, a copy of which is attached hereto and incorporated herein (the “Real Estate” or the “Property”).

WHEREAS, BUYER is desirous of purchasing the Property at said public sale for the sum of

(\$ _____)

_____ Dollars.

NOW THEREFORE, the SELLER, in consideration of the deposit of **Ten Thousand Dollars (\$10,000.00)**, receipt of which is hereby acknowledged, plus an additional deposit of \$ _____ does hereby agree to sell and convey the Property to BUYER for the aggregate sum of \$ _____ and BUYER agrees to purchase the same for the said price upon the following terms & conditions:

1. The SELLER agrees, at the time of closing and upon receipt of the balance due of the purchase price, to execute and deliver to the BUYER a Deed of Sale by Personal Representative to the Real Estate.
2. BUYER acknowledges that BUYER has had an opportunity to inspect the Property and that the Property is being conveyed hereby, its entirety, "AS IS, WHERE IS, AND WITH ALL FAULTS", unrepaired and without any express or implied warranties of any kind or nature.

3. BUYER agrees, at closing, to pay SELLER the balance of the purchase price in cash or certified U.S. funds.
4. Financial Capacity: The BUYER represents to the SELLER that it has the financial capacity and financial resources to effect closing within the time specified by and on the terms and conditions provided by this Agreement. The BUYER'S obligation to purchase the property is **not** conditioned, in whole or in part, upon the BUYER'S ability to obtain financing for the purchase effected hereby.
5. Closing shall be held at the offices of the SELLER'S or at such other location as the BUYER and SELLER may agree upon in writing. Closing shall take place on a date, mutually convenient to the parties, but not in any case later than **thirty (30) days** from the date of this Agreement. It is mutually agreed that time is of the essence to this Agreement and said closing.
6. Remedies of SELLER: If BUYER fails to pay the purchase price in full within the time set forth herein and/or fails to comply with any of the provisions of the Agreement, SELLER and Auctioneer, in addition to all other remedies allowed by law or equity, may retain the full deposit as damages. In addition, the Property may be resold in any manner determined by the SELLER, in its sole judgment and discretion, and to any party. Any deficiency, together with all expenses and costs of resale (including attorney's fees) will be paid by the defaulting BUYER. If the BUYER defaults under this Agreement, in addition to other remedies, the Seller shall have the right to assign the BUYER'S rights under this Agreement to a third party.
7. Failure of SELLER to Perform: If the SELLER is unable to convey title as provided in Section 1 of this Agreement, or is unable to perform hereunder for any reason whatsoever beyond SELLER'S control, the sole obligation of the SELLER shall be to refund the BUYER'S earnest money deposit without interest; and upon making such refund, this Agreement shall terminate and the BUYER shall have no further claims against the SELLER.
8. Possession: BUYER shall only be entitled to possession at closing. The Property may be occupied by third parties at the time of the Sale and closing, and the Property is sold subject to any claims such third parties may have to continue possession.
9. Taxes and Other Assessments: Except as provided elsewhere herein, all real property and personal property taxes, including taxes for the current year, any unpaid taxes for any prior year, and any other fees including water and sewer charges due to municipal or quasi-municipal corporations, will be the responsibility of the BUYER. If applicable, as determined by the Auctioneer, the BUYER will be responsible for a 5.5% State of Maine Sales Tax on the value of any personal property being sold with the Real Estate. The sales tax (\$_____) will be due from the BUYER at closing and made payable to Keenan Auction Company, Inc. 1 Runway Road, South Portland, Maine 04106.
10. Transfer Taxes: All real estate transfer taxes shall be the responsibility of the BUYER at closing.
11. The attached Terms and Conditions of Sale are incorporated herein by reference.

12. Risk of Loss: The risk of loss with respect to the property shall be with the SELLER until Closing occurs.

13. Public Auction Bid Price Disclosure: The SELLER and BUYER authorize the Auctioneer, its agents and employees, to disclose the public auction bid prices to any party prior to the actual closing date, and in the event of a non-confirmed, canceled, or defaulted sale.

14. Release: In consideration of the benefits granted to the BUYER pursuant to this Agreement, the BUYER, on the one hand, hereby releases the SELLER, the Auctioneer, and their respective officers, directors, principals, attorneys, successors, and assigns, on the other hand, from any and all claims, actions, causes of actions, omissions, damages, and suits at law or in equity, however arising, whether known or unknown, and whether now existing or hereafter arising, relating to this Agreement or the subject hereof, including the marketing and conduct of the auction.

15. Entire Agreement: This Agreement represents the entire understanding and agreement of the parties hereto, and the SELLER and the BUYER acknowledge that neither is relying upon any statement or representation, written or oral, of any party of person which has not been embodied in this Agreement.

IN WITNESS WHEREOF the parties have hereunto set their hands on the date first mentioned.

SELLER:

ESTATE OF STERLING A. MILLS

By: Daniel L. Cummings
Its: Personal Representative

BUYER

BUYER

WITNESS

WITNESS

Exhibit A – Legal Description

A certain lot or parcel of land with the buildings thereon, situated in said town of Woodstock, in said County and State, bounded and described as follows, viz.: Commencing at southwest corner on the Rumford road on land adjoining J. M. Day lot; thence running in an easterly direction two hundred sixty (260) feet, more or less, to a stone wall; thence northerly along said stone wall two hundred eighty-seven (287) feet, more or less, to a pair of bars; thence southwesterly twenty-three (23) feet to a stone; thence northerly one hundred sixty-three (163) feet; thence three hundred (300) feet southwesterly to line of Rumford road; thence southeasterly along the road four hundred fifty (450) feet to first mentioned point.

Also another certain lot or parcel of land situated easterly of the Rumford Road leading from Bryant Pond Village in said town of Woodstock, which is a part from the third lot deeded H. Kirke Stowell by Lee M. Rowe of Woodstock by a Warranty Deed dated April 18, 1946, and recorded at Oxford Registry of Deeds in Book 482, Page 375; and described and bounded as follows, namely; It being practically a parallelogram, or a strip one hundred (100) feet wide and three hundred (300) feet, more or less, deep from the southerly end of this third lot and adjoining, on the north, the homestead lot formerly known as the C. P. Kimball homestead lot; and beginning at the southwesterly corner of this third lot at an iron stake set in the ground near the cement sidewalk at the easterly side of the Rumford Road, aforesaid, thence throe hundred (300) feet, more or less, easterly by the northerly bound of the Kimball land to an iron stake; thence northerly one hundred (100) feet to an iron stake; thence westerly and parallel with the first mentioned bound about three hundred (300) feet to an iron stake near the cement sidewalk; and thence southerly by the road bound and cement sidewalk to the point of beginning.

The above premises being the property conveyed to Sterling A. Mills by deed recorded in the Oxford County Registry of Deeds in Book 560, Page 567.

Excepting and reserving from the above is a certain parcel of land described as follows:

Commencing at a six foot stone lying adjacent to Rumford Avenue; thence S82.5° a distance of 200 feet, more or less, to wheel with a pipe in the ground for a corner; thence S24°E a distance of 210 feet, more or less, to a plastic pipe located in a stone wall; thence S20°W a distance of 92 feet, more or less, to the rear corner of the intersection of land owned by York; thence N89°W a distance of 306 feet, more or less, to the corner where the lot intersects with Rumford Avenue; thence N9° E a distance of 285 feet, more or less, to the point of beginning.

The above excepted parcel is the same premises conveyed by Sterling A. Mills to Dennis D. Jones and Doreen T. Jones in a deed recorded in Book 5085, Page 222.

Terms and Conditions of Sale
Real Estate Auction 21-117
Estate of Sterling A. Mills | 64 Rumford Avenue, Bryant Pond Maine
Friday, October 29, 2021 at 11AM

1. Date/Place of Sale: The Property shall be sold, subject to these terms and conditions, on Friday, October 29, 2021 commencing at 11:00 a.m. at 64 Rumford Avenue, Bryant Pond Village, Woodstock, Maine.
2. Terms of Sale:
 - a. The sale is subject to all of those terms set forth in the advertisements of the public sale, including, but not limited to, the terms set forth below. Additional terms may be announced orally at the time of the sale.
 - b. The Property shall be sold subject to and with the benefit of all development rights, easements, appurtenances, restrictive covenants, rights of way of record, and any easements, restrictions and rights of way which are of record or which are visible upon the face of the earth or as set forth in the Purchase and Sale Agreement, a copy of which is available from the auctioneer.
 - c. The Real Estate (the "Property") will be sold "**AS IS, WHERE IS, AND WITH ALL FAULTS.**" Daniel L. Cummings, as Personal Representative of the Estate of Sterling A. Mills (the "Seller") assumes that bidders have inspected the Property prior to the sale. The Property is offered for sale "**AS IS, WHERE IS, AND WITH ALL FAULTS**" **unrepaired and without any express or implied warranties of any kind or nature.** Square footage dimensions are approximate and should be independently verified prior to bidding. The Seller, its agents and subagents, assume no liability for errors or omissions in these Terms and Conditions of Sale or in any of the property listings or advertising materials, or in any representations made by any party. Although information has been obtained from sources deemed reliable, the auctioneer makes no guarantees as to the accuracy of the information herein contained or in any other property listing or advertising materials. Any information provided regarding the Property is for informational purposes only, and cannot be relied upon for any purpose. No representations or warranties are made regarding any matter including, without limitation, the accuracy or completeness of any information or materials provided or any comments made by the auctioneer or by the Seller or by any other party, regarding the environmental, structural or mechanical condition of the Property.
 - d. A deposit to bid of **\$10,000.00** must be left with the auctioneer prior to the sale. The deposit must be in the form of Certified U.S. Funds, increased to 10% of the final purchase price on day of sale and made payable to the auctioneer. The deposit to bid is nonrefundable as to the high bidder. Unsuccessful bidders' deposits will be returned immediately after the auction.
 - e. **Buyer's Premium**: There will be a **ten percent (10%) buyer's premium** added to the high bid price to equate the final purchase price.
 - f. **Taxes and Other Assessments**: Except as provided elsewhere herein, all real estate and personal property taxes, including taxes for the current year and any unpaid real estate taxes for any prior year, and any other fees including water and sewer charges due to municipal or quasi-municipal corporations will be the responsibility of the Buyer. The Buyer will be responsible for any sales tax as set forth in the Purchase and Sale Agreement.
 - g. The balance of the purchase price will be due at the Closing of the sale of the Property, which shall occur on or before **thirty (30) days** from the date of the public sale. At the Closing, the Buyer shall pay the balance of the purchase price, in certified U.S. funds.
 - h. The deed to the Property will be by Deed of Sale by Personal Representative. The high bidder shall at his/her cost pay all real estate transfer taxes (including the Seller's share, if any), whether assessed to purchaser or Seller.
 - i. The sale is subject to all of the terms set forth in the Purchase and Sale Agreement, the form of which is included in the Property Information Package.
 - j. If Buyer fails to pay the purchase price in full within the time set forth herein and/or fails to comply with any of the provisions of the Agreement, Seller and Auctioneer, in addition to all other remedies allowed by law or equity, may retain the full deposit as damages. In addition, the Property may be resold in any manner determined by the Seller, in its sole judgment and discretion, and to any party. Any deficiency, together with all expenses and costs of resale

(including attorney's fees) will be paid by the defaulting Buyer. If the Buyer defaults under this Agreement, in addition to other remedies, the Seller shall have the right to assign the Buyer's rights under this Agreement to a third party.

k. The Seller and the auctioneer reserve the right, and subject to applicable provisions of Maine Law, to: (i) refuse to accept any irregular bids or bids that do not comply with the terms of sale; (ii) hold periodic recesses in the sale process; (iii) amend the terms of sale orally or in writing, as they deem to be in the best interest of the Seller.

l. A record of bidding will be maintained by the Seller and/or the auctioneer for their own use.

m. The auction is with reserve and the sale is subject to confirmation of the Seller.

3. Auction Procedure: Open and verbal. Unless otherwise stated, announcements made on the day of the sale will be subject to all printed material. The method, order of sale, and bidding increments shall be at the sole discretion of the auctioneer. The auctioneer will acknowledge the high bidder at the conclusion of the sale. The high bidder will be required to enter into a purchase and sale agreement with the Seller at the conclusion of the auction.

4. Disclaimer: All bidders are invited to inspect the Property and the public records pertaining thereto prior to making a bid. No warranties, guarantees or representations of any kind are made, and all warranties are disclaimed with respect to any improvements located on the Property, including improvements located underground, the location and/or boundaries of the Property or improvements thereon, title to the Property, environmental compliance, or compliance with any applicable zoning, land use or hazardous waste regulations, laws or ordinances. The Buyer shall assume responsibility and expense for any title search, title examination or title insurance. **THE SELLER/AUCTIONEER EXPRESSLY AND SPECIFICALLY MAKES NO, AND SHALL MAKE NO, REPRESENTATIONS OR WARRANTIES REGARDING HAZARDOUS OR TOXIC WASTE, SUBSTANCES, MATTERS OR MATERIALS, AS THOSE TERMS MAY BE DEFINED FROM TIME TO TIME BY APPLICABLE STATE, LOCAL AND FEDERAL LAWS, STORED OR OTHERWISE LOCATED ON THE PROPERTY.**

5. Risk of Loss: The risk of loss with respect to the Property shall be with the Seller until the Closing shall occur.

6. Possession: Buyer shall only be entitled to possession at closing as set forth in the Purchase and Sale Agreement.

7. Applicable Law: You have signed a written binding contract agreeing to the Terms and Conditions of Sale, and understand that any bid you make falls under the Maine Auction Law, Title 11, Section 2-328 of the Uniform Commercial Code, and the Statute of Frauds. Maine auctions are under the jurisdiction of the State of Maine Department of Professional and Financial Regulations, Board of Licensure of Auctioneers, 35 State House Station, Augusta, Maine, 04330.

8. Bidder's Card: By signing for a bid number, the bidder has signed a written and binding contract agreeing to all of the terms and conditions set forth herein. If you do not agree with any of the terms or conditions set forth above, please return your bid number to the auctioneer immediately.

9. Absentee Bids: Absentee or Proxy Bids are subject to all Terms and Conditions of Sale as listed herein or announced at the public sale. Any party submitting a proxy bid must be available, or have a representative available, to execute a Purchase and Sale Agreement at the time of the Sale, and such representative must provide documentation satisfactory to Auctioneer and/or Seller that the representative is duly and appropriately authorized to act on behalf of the parties submitting the proxy bid.

10. Conflict With Purchase and Sale Agreement: In the event of a conflict between these Terms and Conditions of Sale and the terms of the Purchase and Sale Agreement executed by the Seller and the successful bidder, the Purchase and Sale Agreement shall control.

11. Public Auction Bid Price Disclosure: The Seller and Buyer authorize the Auctioneer, its agents and employees, to disclose the public auction bid prices to any party prior to the actual closing date, and in the event of a non-confirmed, canceled, or defaulted sale.

12. Lead-based Paint and/or Lead-based Paint Hazards: Purchaser hereby acknowledges that he/she has waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards and has received a copy of the U.S. Environmental Protection Agency's pamphlet entitled "Protect Your Family From Lead In Your Home."