

STATE OF MAINE  
SAGADAHOC, ss.

DISTRICT COURT  
DISTRICT SIX  
Location: West Bath  
Docket No. WES-RE-2007-131

ATLANTIC REGIONAL FEDERAL )  
CREDIT UNION, )  
 )  
Plaintiff )  
 )  
vs. )  
 )  
DANA L. OSNOE, )  
 )  
Defendant )

\*\*\*\* DISCLAIMER \*\*\*\*

Atlantic Regional Federal Credit Union has provided the information contained in this bid package to persons interested in bidding for the real property described herein. It believes the information contained herein to be accurate and complete. **However, neither Atlantic Regional Federal Credit Union nor its agents, employees or attorneys, make any warranties of any kind as to the accuracy or completeness of the information contained herein.** Prospective bidders are urged to make such an independent investigation as to each of those matters to which an ordinary and prudent buyer would inquire.

Michael S. Haenn, Esq. ■ 88 Hammond Street ■ Bangor, Maine  
04401 ■ Attorney for Mortgagee ■ Atlantic Regional Federal  
Credit Union ■ [www.haennlaw.com](http://www.haennlaw.com)

**TERMS AND CONDITIONS OF PUBLIC SALE**

*Atlantic Regional FCU vs. Dana L. Osnoe*

372 Lewis Hill Road  
Bowdoin, Maine

The following are the terms of the public sale of the property described in the mortgage deed of Dana L. Osnoe to Atlantic Regional Federal Credit Union ("ARFCU") dated August 21, 2006 and recorded in the Sagadahoc Registry of Deeds in Vol. 2768, Page 162. The mortgage interest being foreclosed is also described in more detail in the Order and Judgment of Foreclosure dated January 28, 2008 and entered by the Maine District Court (at West Bath) in the action docketed as *Atlantic Regional Federal Credit Union vs. Dana L. Osnoe*, Docket No. WES-RE-2007-131.

**Date/Place of Sale** - June 11, 2008 commencing at 11:30 a.m. at the Law Office of Michael S. Haenn, 88 Hammond Street, Bangor, Maine.

**Nature of Sale** - ARFCU is foreclosing the real estate mortgage described above and granted by Dana L. Osnoe. The public sale of the mortgaged property is pursuant to 14 M.R.S.A. § 6321 et seq. and the said judgment of foreclosure.

**Terms of Sale** - (a) All of those terms set forth in the Notice of Public Sale published in the *Times Record* on May 9, 16, and 23, 2008, including but not limited to the following: (i) a deposit to bid of \$10,000.00 in certified funds payable to Atlantic Regional Federal Credit Union; and (ii) the balance of the purchase price is due and payable within 30 days of the public sale. The deposit to bid from the highest bidder is nonrefundable.

(b) ARFCU makes no warranties of any kind whatsoever regarding its title to the property; or the physical condition, location or value of the property; or compliance with any applicable federal, state or local law, ordinance and regulation, including zoning or land use ordinances. Bidders must satisfy themselves as to each of those matters to which an ordinary and prudent buyer would inquire.

(c) The property is sold subject to all outstanding tax liens and municipal and quasi-municipal encumbrances, whether or not of record in the Sagadahoc Registry of Deeds, as well as all real estate transfer taxes.

(d) No personal property is being sold with the real estate described, and bidders must satisfy themselves as to the legal character of specific property as real or personal in nature. Further, ARFCU reserves the right, but not the obligation, to itself and its assigns to remove any personal property from the property without liability of any kind to the buyer of the real estate for any loss, injury or damage sustained as a result of the storage or removal of said personal property.

(e) A record of bidding will be maintained by ARFCU for its own use. All persons present at the public sale and wishing to submit a bid must register with the auctioneer and submit the requisite deposit in cash or certified funds prior to the commencement of bidding. In the event that there is a failure to close the sale with any person who executes a Purchase and Sale Agreement, ARFCU reserves the right to either hold a new sale or to contact the next highest bidder and allow that party to purchase the real estate for the next highest bid. ARFCU disclaims any responsibility for providing notice of any kind to any person subsequent to the public sale.

(f) ARFCU reserves the right to refuse or accept any irregular bid; to hold periodic recesses in the sale process; to continue the sale from time to time without notice to any person; and to amend the terms of sale as it deems in the best interests of ARFCU.

(g) The transfer of the property by ARFCU will be by release deed in substantially the same form as that attached to the Purchase and Sale Agreement and distributed in the bid package to registered bidders.

**Purchase and Sale Agreement** - the highest bidder for the property will be required to execute a Purchase and Sale Agreement with ARFCU, and which must be executed immediately after the close of bidding.

**ADDITIONAL TERMS AND CONDITIONS MAY BE ANNOUNCED BY THE AUCTIONEER ON THE DATE OF THE PUBLIC SALE AND ARE INCORPORATED HEREIN BY REFERENCE.**

Dated: June 11, 2008  
Michael S. Haenn, Esq.  
88 Hammond Street  
Bangor, Maine 04401  
Attorney for  
Atlantic Regional  
Federal Credit Union  
[www.haennlaw.com](http://www.haennlaw.com)

**PURCHASE AND SALE AGREEMENT**

AGREEMENT made as of this 11<sup>th</sup> day of June, 2008 by and between  
the following parties:

**Seller:** Atlantic Regional Federal Credit Union, a federally chartered credit union with a place of business in Brunswick, Maine ("Seller"); and

**Buyer:** \_\_\_\_\_  
\_\_\_\_\_ ("Buyer").

1. **Purchase and Sale; Property.** Seller hereby agrees to sell, and Buyer hereby agrees to buy, a certain lot or parcel of land with any buildings thereon situated generally at 372 Lewis Hill Road in Bowdoin, Maine, and more particularly described in the mortgage deed of Dana L. Osnoe dated August 21, 2006 and recorded in the Sagadahoc Registry of Deeds in Vol. 2768, Page 162 ("the Property").

2. **Basic Terms of Transfer.** Seller hereby agrees to transfer, and Buyer agrees to purchase, the Property on or before July 11, 2008 ("the Closing Deadline"). Seller will convey its interest in the Property subject to the following conditions and restrictions:

(a) conveyance of the Property at closing (on or before the Closing Deadline) will be by release deed from Seller to Buyer in substantially the same form as that annexed hereto. Unless otherwise indicated below, and if more than one Buyer executes this Agreement, the deed from Seller to Buyer will be a deed to Buyer as tenants in common.

Buyer's affirmative election as to the form of the deed of conveyance from Seller:

- joint tenancy
- tenancy in common

(b) the closing will take place at the Law Office of Michael S. Haenn, 88 Hammond Street, Bangor, Maine, or at such other place as may be agreed between the parties.

(c) Seller makes no representations of any kind or nature as to the physical condition or title to the Property, both of which are expressly and strictly sold on "AS IS, WHERE IS" basis.

(d) conveyance at closing will be subject to all outstanding property tax liens or other municipal or quasi-municipal encumbrances or assessments, whether or not of record in the Sagadahoc Registry of Deeds on the date of closing, and further subject to all real estate transfer taxes assessed by the State of Maine, all of which are entirely the responsibility of Buyer.

(e) Buyer specifically and affirmatively waives the right to

request any writ of possession from Seller and for the Property.

(f) conveyance is further subject to the terms and conditions of sale as announced at the public sale of the Property on June 11, 2008 or as set forth in the Terms and Conditions of Public Sale distributed by the auctioneer to registered bidders at the time of registration to bid.

3. **Purchase Price.** (a) Buyer hereby agrees to pay to Seller the sum of

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)  
for the Property as follows:

(i) Ten Thousand Dollars (\$10,000.00) at the time of the execution of this Agreement, all of which is non-refundable and the receipt thereof is hereby acknowledged by Seller; and

(ii) the balance (after such deposit) due and payable at the time of closing in cash or by certified check.

(b) Should Buyer fail to tender the balance due at closing and on or before the Closing Deadline, all deposit(s) from Buyer shall be retained by Seller as liquidated damages but which shall not limit the right of Seller to enforce any other right or remedy against Buyer, including an action to compel specific performance.

4. **Risk of Loss.** The risk of loss or damage to the Property by fire or otherwise until closing and the delivery of a deed is assumed by Buyer.

5. **Personal Property.** Buyer recognizes that there are or may be items of personal property situated on or in the Property, and that Seller is not conveying any interest in such personal property to Buyer. Buyer agrees that Seller has made and will make no representations as to the legal character of specific property as real or personal in nature. Further, Seller reserves the right, but not the obligation, to itself and its designees to remove any personal property from the property without liability of any kind to Buyer for any loss, injury or damage sustained as a result of the storage or removal of such personal property.

6. **Broker.** Seller and Buyer agree that there is no real estate broker involved in this transaction, and that no one is due a commission in conjunction with the sale or purchase of the Property.

7. **Non-reliance; Construction.** Buyer acknowledges that Buyer has not relied upon any oral or written representations of any employee, agent, or attorney for Seller not expressly set forth in this Agreement as a basis for Buyer's decision to execute this Agreement. In express recognition thereof, Buyer agrees that in the event of any ambiguity as to the meaning or intent of the terms or obligations set forth herein, or any documents executed in connection herewith, such ambiguous term or provision shall not be construed more favorably to one party than to another.

8. **Limitation on Buyer Damages.** Buyer agrees that in any dispute or action arising out of this Agreement, or the matters described herein, the damages to which Buyer may be due at any time and as against Seller for any reason shall be specifically limited to the amount of Buyer's deposit, repayable without interest, and that under no circumstances may such damages include any claim for punitive damages, lost profits or investment opportunities, or attorneys' fees.

9. **Waiver of Jury Trial, Arbitration.** (a) Buyer agrees that in the event of any dispute as between Buyer and Seller and relating to the subject matter of this Agreement, or the property hereby contemplated to be transferred by Seller to Buyer, such dispute shall (unless Seller shall have demanded arbitration as set forth in this paragraph) be tried before a single Justice of the Superior Court in Sagadahoc County sitting without a jury.

(b) Buyer further agrees that in any dispute or controversy with Seller as to the terms of this Agreement, or with respect to the matters described herein, and whether sounding in contract or tort, shall, at the election of Seller and at any time, be resolved by binding arbitration in accordance with the applicable provisions of the Maine Uniform Arbitration Act, at 14 M.R.S.A. § 5927 et seq. and as the same may be amended from time to time.

Seller may further elect to submit less than all disputes or controversies as between Buyer and Seller to binding arbitration.

Nothing herein shall be construed as limiting the rights or remedies of Seller pursuant to this Agreement or any document or agreement as between Buyer and Seller and at any time, whether or not Seller shall have previously demanded such arbitration.

10. **Assignment.** Buyer may assign its rights under this Agreement to any third party by a writing approved by Seller, but such assignment may not mitigate or modify Buyer's obligations and liability to Seller pursuant to the terms hereof. Any such assignment, in a form approved by and acceptable to counsel for Seller, must be executed and delivered by Buyer and the proposed assignee(s) to counsel for Seller at least seven (7) calendar days prior to the date of closing.

11. **Amendments.** This Agreement contains the entire agreement of the parties, and it may not be amended subsequent to the execution hereof except by a writing executed by each of the parties to this Agreement.

12. **Binding Nature.** This Agreement shall be binding upon the respective heirs, successors, personal representatives and assigns of the parties hereto.

13. **Applicable Law.** This Agreement shall be enforced and construed in accordance with the laws of the State of Maine.

14. **TIME IS OF THE ESSENCE AND NOT A MERE RECITAL.** Should Buyer default in any obligation under this Agreement, Buyer agrees to indemnify and hold Seller harmless from any resulting or consequential loss, claim or damage of any kind whatsoever,

including but not limited to any attorneys' fees incurred by Seller.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement in duplicate original as of the day and year first above written.

Witness:**ATLANTIC REGIONAL FEDERAL  
CREDIT UNION**

By: \_\_\_\_\_  
Roger M. Carbonneau  
Its Collections Manager

\_\_\_\_\_  
**Buyer** - SS#/EID

\_\_\_\_\_  
**Buyer** - SS#/EID

**Disclaimer:** *Please read this Purchase and Sale Agreement carefully.* Neither Seller nor its agents, employees or attorneys, make any warranties or representations of any kind to Buyer beyond those expressly set forth in this Agreement. Further, none of such persons offer any advice to you as to any aspect of the arrangement reflected by, or contemplated by, the foregoing.

Counsel for Seller: Michael S. Haenn, Esq., 88 Hammond Street,  
Bangor, Maine 04401    ■    207-990-4905    ■    [www.haennlaw.com](http://www.haennlaw.com)

**RELEASE DEED**

**Atlantic Regional Federal Credit Union**, a federally chartered credit union with a place of business in Brunswick, County of Cumberland and State of Maine, for consideration paid, releases to       [Buyer]      , certain real property situated in Bowdoin, County of Sagadahoc and State of Maine, and more particularly bounded and described as follows:

Parcel I: A certain lot or parcel of land, together with any buildings thereon, situated in the Town of Bowdoin, County of Sagadahoc and State of Maine, on the westerly side of the Lewis Hill Road, known as the road leading North from the Plank Bridge, bounded and described as follows:

Beginning at a point on the westerly side of what is now known as the Lewis Hill Road, more formerly known as the "Old County Road leading North from the Plank Bridge", at the northeasterly corner of land formerly of Joseph Brown, more recently supposed to be of Harland Hatch et al.; thence northerly along the westerly side of said Lewis Hill Road to the North line of land conveyed to Anson M. Clark by deed of Carrie Shaw dated September 30, 1890 and recorded in the Sagadahoc County Registry of Deeds in Book 75, Page 591 (and in which said deed reference should have been made to deed dated August 20, 1878 and recorded in Book 52, Page 138 instead of erroneous reference to Book 58, Page 138); thence westerly by a stone wall line and said land line formerly of Carrie C. Shaw, more recently adjoined on the North by land supposed to be of United States Gypsum Company about two hundred eighty-nine (289) feet to a point and land conveyed by deed of Anson M. Clark dated June 17, 1920 recorded in Book 145, Page 240, to Alfred N. Reid, more recently supposed to be of said Gypsum Company; thence southerly by a wire fence line and in part, by a brook, along "the foot of Temple Hill" and land formerly of said Reid under said deed, more recently supposed to be of said Gypsum Company to a point where the brook crosses the fence line at the northerly line of land conveyed to said Anson Clark by deed of Harry M. Wilson and Maude A. Wilson dated July 6, 1921 and recorded in Book 146, Page 304, now of one Carrie Sheen and marked by a stone wall line running westerly; thence continuing southerly along said brook and through land aforesaid conveyed to Anson Clark by said Wilson deed, by remaining land of said Carrie Sheen to a point in the northerly line of land aforesaid formerly of Joseph Brown, marked by a stone wall line and wire fence line; thence easterly along the said northerly line of land formerly of Joseph Brown and stone wall and wire fence line marking same about four hundred seventy-five (475) feet to the point of beginning.

Excepting and reserving, however, from the above described premises, one lot conveyed by Eric C. Sheen and Pamela M. Sheen to Raymond Young, and one lot conveyed by Eric C. Sheen et al. to Joseph R. Carter and Florence K. Carter by deeds dated December, 1979, both of which said deeds being on record in said Registry and to which reference is hereby made.

PARCEL II: A certain lot or parcel of land, together with any buildings thereon, situated in the Town of Bowdoin, County of Sagadahoc and State of Maine, on the westerly side of Lewis Hill Road, known as the road leading North from the Plank Bridge, bounded and described as follows:

Beginning at a point on the westerly side of said Lewis Hill Road at a stone wall marking the northerly limit of land conveyed to Anson M. Clark by deed of Carrie C. Shaw dated September 30, 1890 and recorded in the Sagadahoc County Registry of Deeds in Book 75, Page 391 and the northerly limit of land conveyed to Eric C. Sheen and Pamela M. Sheen by deed of Carrie Sheen dated August 24, 1979 and recorded in said Registry, which northerly limit is adjoined by land more recently supposed to be of U.S. Gypsum Company; thence westerly along the northerly line of said land conveyed by said Carrie Shaw to Anson M. Clark marked by a stone wall line, and by said land now supposed to be of said Gypsum Company about two hundred eighty-nine (289) feet to a wire fence marking the easterly limit of land conveyed Alfred N. Reid by deed of said Anson M. Clark dated June 17, 1920 and recorded in Book 145, Page 240, more recently supposed to be of said Gypsum Company;

Thence southerly by line of said land formerly supposed to have been of said Reid and more recently of said Gypsum Company marked by a wire fence line three hundred fifty (350) feet to a point and iron pipe in the ground; thence easterly by remaining land of said Eric and Pamela Sheen, under said Carrie Sheen deed about three hundred thirty (330) feet to an iron pipe in the westerly line of said Lewis Hill Road; thence northerly by the westerly line of said Lewis Hill Road three hundred fifty (350) feet to the point of beginning.

Further excepting from the above described parcels:

1. A deed from Murray S. Douglas and Gwen E. Douglas to Linda B. Hummer dated January 1, 1986 and recorded in Book 736, Page 298 and re-recorded in Book 878, Page 18; and
2. A deed from Gwen E. Douglas-Lowndes to Eleanor R. Fitch dated September 21, 2001 and recorded in Book 1914, Page 9.

Subject to all municipal liens and encumbrances, including but not limited to real property taxes, whether or not of record in the Sagadahoc Registry of Deeds. Further subject to all real estate transfer taxes.

For Grantor's source of title reference may be had to the mortgage deed of Dana L. Osnoe dated August 21, 2006 and recorded in the Sagadahoc Registry of Deeds in Vol. 2768, Page 162. The Grantor foreclosed said mortgage deed in an action commenced in the Maine District Court (at West Bath) in the action docketed as *Atlantic Regional Federal Credit Union vs. Dana L. Osnoe*, Docket No. WES-RE-2007-131, and pursuant to an Order and Judgment of Foreclosure entered by the said Court. This deed is a conveyance of all right, title and interest of the Grantor and all parties to said action and in and to the above property pursuant to 14

M.R.S.A. § 6323.

For purposes of compliance with 14 M.R.S.A. § 6323(1):

Newspaper in which publication occurred: *Times Record*.

Dates of publication: May 9, 16, 23, 2008.

Sale date: June 11, 2008. [If the public sale was continued from the date reflected in the notice of public sale as printed in such newspaper, such sale was continued in accordance with 14 M.R.S.A. § 6323(1)].

In witness whereof, Atlantic Regional Federal Credit Union has caused this instrument to be executed by Roger M. Carbonneau, Its Collections Manager duly authorized this \_\_\_\_\_ day of June, 2008.

Witness:**ATLANTIC REGIONAL  
FEDERAL CREDIT UNION**

By: \_\_\_\_\_

Roger M. Carbonneau  
Its Collections Manager

State of Maine  
Cumberland, ss. June \_\_\_\_, 2008

Personally appeared the above-named Roger M. Carbonneau, Collections Manager of Atlantic Regional Federal Credit Union, and acknowledged the foregoing instrument by him signed to be his free act and deed in said capacity and the free act and deed of said corporation.

Before me,

\_\_\_\_\_  
Notary Public

**NOTICE OF PUBLIC SALE**

14 M.R.S.A. § 6323

Notice is hereby given that in accordance with an Order and Judgment of Foreclosure dated January 28, 2008 and entered by the Maine District Court (at West Bath) in the action entitled *Atlantic Regional Federal Credit Union vs. Dana L. Osnoe*, Docket No. WES-RE-2007-131, and wherein the Court adjudged a foreclosure of a mortgage deed granted by Dana L. Osnoe dated August 21, 2006 and recorded in the Sagadahoc Registry of Deeds in Vol. 2768, Page 162, the period of redemption from said judgment having expired, a public sale will be conducted on June 11, 2008 commencing at 11:30 a.m. at the Law Office of Michael S. Haenn, 88 Hammond Street, Bangor, Maine, of the following property:

**Property Description:** Certain property situated generally at 372 Lewis Hill Road in Bowdoin, Maine. Reference should be had to said mortgage deed for a more detailed legal description of the property to be conveyed.

**Terms of Sale:** The property will be sold subject to all outstanding municipal assessments, whether or not of record in the Sagadahoc Registry of Deeds, as well as all real estate transfer taxes assessed on the transfer. The sale will be by public auction. The deposit to bid, non-refundable as to the highest bidder, is \$10,000.00 in certified funds. The deposit to bid should be made payable to Atlantic Regional Federal Credit Union. The highest bidder will be required to execute a purchase and sale agreement with Atlantic Regional Federal Credit Union immediately after the public sale. The balance of the sale price will be due and payable within 30 days of the public sale. Conveyance of the property will be by release deed. All other terms will be announced at the public sale. A bid package is available at [www.haennlaw.com](http://www.haennlaw.com)

Michael S. Haenn, Esq., Attorney for Atlantic Regional Federal Credit Union, P.O. Box 915, Bangor, Maine.