

Pioneer Capital Corporation

Pellscot, LLC

Wayside Garden Estates
Billings Road
Hermon, Maine

**** **DISCLAIMER** ****

Pioneer Capital Corporation has provided the information contained in this bid package to persons interested in bidding for the property described herein. It believes the information contained herein to be accurate and complete. ***However, neither Pioneer Capital Corporation 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 Pioneer Capital Corporation ■ (207) 990-4905 ■
www.haennlaw.com

TERMS AND CONDITIONS OF PUBLIC SALE

*Pioneer Capital Corporation -
Pellscot, LLC*

Wayside Garden Estates
Billings Road
Hermon, Maine

The following are the terms of the public sale of the condominium units situated generally at Wayside Gardens Estates, Billings Road in Hermon, Maine and being designated at Units 4, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, and 25 according to Penobscot Registry of Deeds at Map File 2005-149 ("the Property").

Date/Place of Sale - May 1, 2008 commencing at 2:30 p.m. at Wayside Gardens Estates, Billings Road, Hermon, Maine.

Nature of Sale; Authority - The public sale of the Property is pursuant to 14 M.R.S.A. § 6203-A et seq. and the Statutory Power of Sale contained in the mortgage deed of Pellscot, LLC dated June 29, 2007 and recorded in the Penobscot Registry of Deeds in Vol. 11033, Page 104.

Terms of Sale - The terms of the sale of the Property include the following:

(A) All of those terms set forth in the Notice of Public Sale published in the *Bangor Daily News* on March 29, April 5, and 12, 2008.

(B) A deposit as a qualification to bid in the amount of \$25,000.00 and in the form of certified funds payable to Michael S. Haenn IOLTA Account. The highest bidder for the Property [as Pioneer may determine] will be required to close on such transaction and tender the balance of the purchase price after such deposit within 30 days of the public sale. All bid deposits from the highest bidder for the Property are non-refundable.

(C) Pioneer 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 the legal character of specific property as real or personal in nature, and in all events bidders must also satisfy themselves as to each of those matters to which an ordinary and prudent buyer would inquire.

(D) Incorporated herein are all of the terms set forth in the Purchase and Sale Agreement included in the bid package and provided to registered bidders by the auctioneer at the time of

registration to bid.

(E) The Property will be sold subject to all outstanding tax liens and municipal or quasi-municipal assessments, whether or not of record in the Penobscot Registry of Deeds, as well as all real estate transfer taxes assessed on the transfer of the Property. The sale of the Property is also subject to any outstanding assessments due to the Wayside Garden Estates Homeowner's Association and as may be senior to the lien of Pioneer.

(F) A record of bidding will be maintained by Pioneer for its own use. All persons present at the public sale and wishing to submit a bid for the Property must first register with the auctioneer and submit the requisite bid deposit in the form of 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, Pioneer reserves the right to either hold a new sale or to contact the next highest bidder and allow that party to purchase the Property as assignee of the interests of the highest bidder. Pioneer disclaims any responsibility for providing notice of any kind to any person subsequent to the public sale on May 1, 2008.

(G) Pioneer reserves the right to refuse or accept any irregular bid for the Property; to hold periodic recesses in the sale process; to continue the sale from time to time; and to amend the terms of sale as it deems in the best interests of Pioneer.

(H) The transfer of the Property by Pioneer will be by release deed in substantially the same form as that attached to the Purchase and Sale Agreement included in the bid package provided by the auctioneer to registered bidders.

Purchase and Sale Agreement - the highest bidder for the Property will be required to execute a Purchase and Sale Agreement with Pioneer 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: May 1, 2008

Michael S. Haenn, Esq.
88 Hammond Street
Bangor, Maine 04401
Attorney for
Pioneer Capital Corporation
207-990-4905
www.haennlaw.com

PURCHASE AND SALE AGREEMENT

AGREEMENT made as of this 1st day of May, 2008 by and between the following parties:

Seller: Pioneer Capital Corporation, a Maine corporation with a place of business in Portland, Maine ("Seller"); and

Buyer: _____

("Buyer").

1. **Purchase and Sale; Property.** Seller hereby agrees to sell, and the Buyer hereby agrees to buy, certain real estate situated generally in Hermon, Maine and described in the proposed release deed annexed hereto ("the Property").

2. **Basic Terms of Transfer.** Seller hereby agrees to transfer, and Buyer agrees to purchase, the Property on or before May 31, 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 transfer document from Seller to Buyer will be a conveyance to Buyer as tenants in common.

Buyer's affirmative election as to the form of the instrument 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; 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.

(d) conveyance at closing will be subject to all outstanding municipal tax liens or other municipal or quasi-municipal encumbrances or assessments, whether or not of record in the Penobscot Registry of Deeds on the date of closing, and further subject to all 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 conducted on May 1, 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

_____ (\$ _____)
for the Property as follows:

(i) Twenty-Five Thousand Dollars (\$25,000.00) 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) is due and payable at the time of closing in certified funds.

(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, theft, 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 Cumberland 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:

PIONEER CAPITAL CORPORATION

By: _____
Name:
Title:

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

RELEASE DEED

Pioneer Capital Corporation, a Maine corporation with a place of business in Portland, County of Cumberland and State of Maine, for consideration paid, releases to ___[Buyer]___, certain real property situated generally in Hermon, County of Penobscot and State of Maine, and more particularly bounded and described as follows:

Certain lots or parcels of land situated in Hermon, County of Penobscot, State of Maine, as follows:

Units of the Wayside Garden Estates Condominium as shown on the plan by James W. Sewall Co. dated September 12, 2005, drawn by Jeffrey L. Allen, R.L.S. #6059, and recorded at the Penobscot County Registry of Deeds at Map File 2005-123, as amended by Plan recorded at Map File 2005-149 and as revised and shown on Plan 2006-90.

The premises are subject to the terms of a Declaration of Condominium for Wayside Garden Estates recorded in said Registry in Volume 10204, Page 284, as amended in Volume 10418, Page 226, and all conditions shown on the above referenced plans at Map File 2005-123, Map File 2005-149 and Plan 2006-90.

Said premises are shown on said Plan 2006-90 as Units 4, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26.

Excepting and reserving from the above description the parcels described in the deeds recorded at Vol. 11806, Page 3 and Vol. 11277, Page 337.

Together with a Collateral Assignment of Declarant's Rights from Pellscot, LLC to Pioneer Capital Corporation dated June 29, 2007 and recorded in the Penobscot Registry of Deeds in Vol. 11033, Page 127.

For Grantor's source of title reference may be had to the mortgage deed of Pellscot, LLC dated June 29, 2007 and recorded in the Penobscot Registry of Deeds in Vol. 11033, Page 104.

Subject to all municipal liens and encumbrances and outstanding or accruing assessments, including but not limited to real property taxes, whether or not of record in the Penobscot Registry of Deeds. Further subject to all real estate transfer taxes. Further subject to and with the benefit of all restrictions, easements, improvements, outstanding tax titles, municipal or other public taxes, assessments, liens or claims in the nature of liens and existing encumbrances of record which are, as a matter of record, superior to the mortgage lien of the

Grantor evidenced by the deed of Pellscot, LLC dated June 29, 2007 and recorded in the Penobscot Registry of Deeds in Vol. 11033, Page 104. Said mortgage deed was foreclosed by Grantor, as to the property described hereinabove, pursuant to the Statutory Power of Sale [14 M.R.S.A. § 6203-A et seq.] as contained in the said mortgage deed. This conveyance is in furtherance of such foreclosure proceedings and Grantee's status as the highest bidder at such public sale.

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

Newspaper in which publication occurred: *Bangor Daily News*.
Dates of publication: March 29, April 5, and 12, 2008.
Sale date: May 1, 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, Pioneer Capital Corporation has caused this instrument to be executed by _____, Its _____ duly authorized as of this _____ day of May, 2008.

Witness:

PIONEER CAPITAL CORPORATION

By: _____

Name:

Title:

State of Maine
Cumberland, ss.

May _____, 2008

Personally appeared the above-named _____, in his capacity as _____ of Pioneer Capital Corporation, 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

Printed Name:

NOTICE OF PUBLIC SALE

14 M.R.S.A. § 6203-A et seq.

Notice is hereby given that, by virtue of and in execution of the Power of Sale contained in a certain Mortgage Deed given by *Pellscot, LLC* to *Pioneer Capital Corporation* ("Pioneer") dated June 29, 2007 and recorded in the Penobscot Registry of Deeds in Vol. 11033, Page 104 ("the Mortgage"), of which Mortgage the undersigned is the present holder, for breach of condition of the Mortgage and for purpose of foreclosing the same, there will be sold at Public Sale on May 1, 2008 commencing at 2:30 p.m. at the property situated generally at Wayside Gardens Estates, Billings Road, Hermon, Maine, all and singular the premises described in the Mortgage, to wit:

Property Description: "Certain lots or parcels of land situated in Hermon, County of Penobscot, State of Maine, as follows: Units of the Wayside Garden Estates Condominium as shown on the plan by James W. Sewall Co. dated September 12, 2005, drawn by Jeffrey L. Allen, R.L.S. #6059, and recorded at the Penobscot County Registry of Deeds at Map File 2005-123, as amended by Plan recorded at Map File 2005-149 and as revised and shown on Plan 2006-90. The premises are subject to the terms of a Declaration of Condominium for Wayside Garden Estates recorded in said Registry in Volume 10204, Page 284, as amended in Volume 10418, Page 226, and all conditions shown on the above referenced plans at Map File 2005-123, Map File 2005-149 and Plan 2006-90. Said premises are shown on said Plan 2006-90 as Units 4, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26. Excepting and reserving from the above description the parcels described in the deeds recorded at Vol. 11086, Page 3 and Vol. 11277, Page 337."

Together with a Collateral Assignment of Declarant's Rights from *Pellscot, LLC* to *Pioneer Capital Corporation* dated June 29, 2007 and recorded in the Penobscot Registry of Deeds in Vol. 11033, Page 127.

Terms of Sale: As a condition precedent to registration to bid all registered bidders will be required to deliver a bid deposit in the amount of \$25,000.00. All bid deposits must be in the form of certified funds and payable to Michael S. Haenn IOLTA Account. The highest bidder for the property will be required to close on such transaction and tender the balance of the purchase price (after such deposit) within 30 days of the public sale. All bid deposits from the highest bidder [as Pioneer may determine] are non-refundable.

The property will also be sold subject to all outstanding municipal and quasi-municipal assessments, whether or not of record in the Penobscot Registry of Deeds, as well as all real estate transfer taxes assessed by the State of Maine and all assessments due to the Wayside Garden Estates Homeowner's Association. The sale of the property (and to be conducted by Pioneer as a sale in the entirety) is also subject to such

encumbrances as may be identified in the above legal description, or such as may be a matter of record in the Penobscot Registry of Deeds and superior as a matter of law to the interest(s) of Pioneer, or as may be discovered from an examination of the premises.

The highest bidder for the property will be required to execute a purchase and sale agreement with Pioneer immediately after the close of bidding. Conveyance by Pioneer will be by release deed. All other terms will be announced at the public sale and may be included in a bid package available on the day of the public sale at the time of registration to bid or at www.haennlaw.com.

Pioneer Capital Corporation, By Michael S. Haenn, Esq., Its Attorney duly authorized, P.O. Box 915, Bangor, Maine.