

STATE OF MAINE
ANDROSCOGGIN, ss.

SUPERIOR COURT
Docket No. RE-2007-29

MECHANICS SAVINGS BANK,)
)
 Plaintiff)
)
 vs.)
)
 BRENDA J. ROBBINS d/b/a)
 Atlantis Professional Skin)
 Care and Atlantis Day Spa,)
 STATE OF MAINE)
 DEPARTMENT OF LABOR,)
 UNITED STATES OF AMERICA, and)
 STATE OF MAINE,)
 MAINE REVENUE SERVICES,)
)
 Defendants)

**** DISCLAIMER ****

Mechanics Savings Bank and Keenan Auction Company have provided the information contained in this bid package to persons interested in bidding for the real property described herein. Each believes the information contained herein to be accurate and complete. **However, neither Mechanics Savings Bank nor Keenan Auction Company, nor their respective 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.

For further information regarding the sale please contact Keenan Auction Company at (207)885-5100 or www.keenanauction.com

Michael S. Haenn, Esq.
88 Hammond Street
Bangor, Maine 04401
Attorney for Mortgagee
Mechanics Savings Bank
www.haennlaw.com

Keenan Auction Company
One Runway Road
South Portland, ME 04106
Auctioneer

TERMS AND CONDITIONS OF PUBLIC SALE

Mechanics Savings Bank vs. Brenda J. Robbins et al.

17 & 19 Grove Street
Auburn, Maine

The following are the terms of the public sale of the real properties situated generally at 17 and 19 Grove Street in Auburn, Maine, and described in the mortgage deeds of Brenda J. Robbins and recorded in the Androscoggin Registry of Deeds in Vol. 5987, Page 265; Vol. 6495, Page 39; Vol. 6495, Page 54; Vol. 6574, Page 220; and Vol. 6574, Page 235. The mortgage interests being foreclosed are also described in more detail in the Order and Judgment of Foreclosure dated November 28, 2007 and entered by the Superior Court for Androscoggin County in the action docketed as *Mechanics Savings Bank vs. Brenda J. Robbins et al.*, Docket No. RE-2007-29.

Date/Place of Sale - May 13, 2008 commencing at 2:00 p.m. at 17 Grove Street, Auburn, Maine.

Nature of Sale; Authority - The public sale of each of the parcels is pursuant to 14 M.R.S.A. § 6321 et seq. and the said Order and Judgment of Foreclosure.

Terms of Sale - The terms of the sale each of the parcels comprising the mortgaged property include the following:

(A) All of those terms set forth in the Notice of Public Sale published in the *Sun Journal* on April 12, 19, and 26, 2008.

(B) A deposit as a qualification to bid for each parcel in the amount of \$5,000.00. The balance of the purchase price after such deposit is due and payable within 45 days of the public sale. All deposits from the highest bidder for each parcel are non-refundable.

(C) MSB makes no warranties of any kind whatsoever regarding its title to the properties; or the physical condition, location or value of the properties; 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) All of the terms set forth in the Purchase and Sale Agreement and other forms and materials included in the bid package and/or provided by the auctioneer to registered bidders at the time of registration to bid.

(E) No personal property is being sold with the real properties. The sale of each of the parcels is also subject to all outstanding tax liens and municipal or quasi-municipal assessments, whether or not of record in the Androscoggin Registry of Deeds, as well as all real estate transfer taxes assessed on the transfers.

(F) A record of bidding will be maintained by MSB for its own use. All persons present at the public sale and wishing to submit a bid must first register with the auctioneer and submit the requisite bid 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, MSB reserves the right to either hold a new sale or to contact the next highest bidder and allow that party to purchase the respective parcel as the assignee of the highest bidder and for the next highest bid. MSB disclaims any responsibility for providing notice of any kind to any person subsequent to the public sale on May 13, 2008.

(G) MSB 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; and to amend the terms of sale as it deems in the best interests of MSB.

(H) The transfer of the properties by MSB will be by release deed in substantially the same form as those release deeds attached to the Purchase and Sale Agreements and included in the bid package provided to registered bidders by the auctioneer.

Purchase and Sale Agreement - the highest bidder for each parcel (as MSB may determine) will be required to execute the Purchase and Sale Agreement with MSB, 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: May 13, 2008

Michael S. Haenn, Esq.
88 Hammond Street
Bangor, Maine 04401
Attorney for
Mechanics Savings Bank
www.haennlaw.com

Keenan Auction Company
1 Runway Road
South Portland, ME 04106
(207) 885-5100
www.keenanauction.com
Auctioneer

PURCHASE AND SALE AGREEMENT

_____ [17 Grove Street]

AGREEMENT made this 13th day of May, 2008 by and between the following parties:

Seller: **Mechanics Savings Bank**, a Maine corporation with a place of business in Auburn, 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 17 Grove Street in Auburn, Maine, and more particularly described in the mortgage deeds of Brenda J. Robbins recorded in the Androscoggin Registry of Deeds in Vol. 6495, Page 39; Vol. 6574, Page 220; and Vol. 6574, Page 235 ("the Property").

2. **Basic Terms of Transfer.** Seller hereby agrees to transfer, and Buyer agrees to purchase, the Property on or before June 27, 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 an instrument of conveyance to Buyer as tenants in common.

Buyer's affirmative election as to the form of the instruments 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 Androscoggin 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 of the Property on May 13, 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) Five Thousand Dollars (\$5,000.00) 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 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 except to the auctioneer. Buyer is not liable, by virtue of this Agreement, for payment of any fees to the auctioneer.

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 Androscoggin 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:

MECHANICS SAVINGS BANK

By: _____
Curtis W. Orlasky
Its Asst. Vice President

Buyer - SS#/EID

Buyer - SS#/EID

Disclaimer: Please read this Purchase and Sale Agreement carefully. Neither Seller nor the auctioneer, nor their respective 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

[17 Grove Street]

Mechanics Savings Bank, a Maine corporation with a place of business in Auburn, County of Androscoggin and State of Maine, for consideration paid, releases to _____ **[Buyer]** _____, certain real property situated in Auburn, County of Androscoggin and State of Maine, and more particularly bounded and described as follows:

A certain lot or parcel of land with any buildings thereon situated in the City of Auburn, County of Androscoggin and State of Maine, bounded and described as follows:

Commencing at a point in the easterly line of Grove Street at the northwesterly corner of land conveyed by The Franklin Company to Ralph L. Cobb by Deed No. 1300 dated February 28, 1911; thence running easterly at a right angle by the northerly line of said Cobb and one hundred (100) feet; thence northerly at a right angle about fifty (50) feet to land conveyed by The Franklin Company to J. W. White Company by Bond No. 669 dated November 19, 1910; thence westerly at a right angle by the southerly line of said J. W. White Company land one hundred (100) feet to said Grove Street; thence southerly by the easterly line of Grove Street about fifty (50) feet to the point of beginning.

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

For Grantor's source of title reference may be had to the mortgage deeds of Brenda J. Robbins (a) dated September 14, 2005 and recorded in the Androscoggin Registry of Deeds in Vol. 6495, Page 39; (b) dated November 15, 2005 and recorded in the Androscoggin Registry of Deeds in Vol. 6574, Page 220; and (c) dated November 15, 2005 and recorded in the Androscoggin Registry of Deeds in Vol. 6574, Page 235. The Grantor foreclosed said mortgage deeds in an action commenced in the Superior Court for Androscoggin County in the action docketed as *Mechanics Savings Bank vs. Brenda J. Robbins et al.*, Docket No. RE-2007-29, 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 in Auburn 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: *Sun Journal*.

Dates of publication: April 12, 19, and 26, 2008.

Sale date: May 13, 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, Mechanics Savings Bank has caused this instrument to be executed by Curtis W. Orlasky, Its Asst. Vice President duly authorized this _____ day of May, 2008.

Witness:

MECHANICS SAVINGS BANK

By: _____
Curtis W. Orlasky
Its Asst. Vice President
duly authorized

State of Maine
Androscoggin, ss.

May _____, 2008

Personally appeared the above-named Curtis W. Orlasky, Asst. Vice President of Mechanics Savings Bank, 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

PURCHASE AND SALE AGREEMENT

_____ [19 Grove Street]

AGREEMENT made this 13th day of May, 2008 by and between the following parties:

Seller: **Mechanics Savings Bank**, a Maine corporation with a place of business in Auburn, 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 19 Grove Street in Auburn, Maine, and more particularly described in the mortgage deeds of Brenda J. Robbins recorded in the Androscoggin Registry of Deeds in Vol. 5987, Page 265; Vol. 6495, Page 54; Vol. 6574, Page 220; and Vol. 6574, Page 235 ("the Property").

2. **Basic Terms of Transfer.** Seller hereby agrees to transfer, and Buyer agrees to purchase, the Property on or before June 27, 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 an instrument of conveyance to Buyer as tenants in common.

Buyer's affirmative election as to the form of the instruments 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 Androscoggin 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 of the Property on May 13, 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) Five Thousand Dollars (\$5,000.00) 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 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 except to the auctioneer. Buyer is not liable, by virtue of this Agreement, for payment of any fees to the auctioneer.

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 Androscoggin 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:

MECHANICS SAVINGS BANK

By: _____
Curtis W. Orlasky
Its Asst. Vice President

Buyer - SS#/EID

Buyer - SS#/EID

Disclaimer: Please read this Purchase and Sale Agreement carefully. Neither Seller nor the auctioneer, nor their respective 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

[19 Grove Street]

Mechanics Savings Bank, a Maine corporation with a place of business in Auburn, County of Androscoggin and State of Maine, for consideration paid, releases to _____ **[Buyer]** _____, certain real property situated in Auburn, County of Androscoggin and State of Maine, and more particularly bounded and described as follows:

A certain lot or parcel of land with any buildings thereon situated in the City of Auburn, County of Androscoggin and State of Maine, bounded and described as follows:

Commencing at the Southeasterly corner of Vernon and Grove Streets; thence running southerly by the easterly line of Grove Street fifty (50) feet; thence easterly at a right angle and parallel with Vernon Street Extension fifty (50) feet; thence northerly at a right angle and parallel with Grove Street fifty (50) feet to said Vernon Street Extension; thence westerly by the southerly line of Vernon Street Extension fifty (50) feet to Grove Street and the point of beginning.

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

For Grantor's source of title reference may be had to the mortgage deeds of Brenda J. Robbins (a) dated July 8, 2004 and recorded in the Androscoggin Registry of Deeds in Vol. 5987, Page 265; (b) dated September 14, 2005 and recorded in the Androscoggin Registry of Deeds in Vol. 6495, Page 54; (c) dated November 15, 2005 and recorded in the Androscoggin Registry of Deeds in Vol. 6574, Page 220; and (d) dated November 15, 2005 and recorded in the Androscoggin Registry of Deeds in Vol. 6574, Page 235;. The Grantor foreclosed said mortgage deeds in an action commenced in the Superior Court for Androscoggin County in the action docketed as *Mechanics Savings Bank vs. Brenda J. Robbins et al.*, Docket No. RE-2007-29, 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 in Auburn 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: *Sun Journal*.

Dates of publication: April 12, 19, and 26, 2008.

Sale date: May 13, 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, Mechanics Savings Bank has caused this instrument to be executed by Curtis W. Orlasky, Its Asst. Vice President duly authorized this _____ day of May, 2008.

Witness:

MECHANICS SAVINGS BANK

By: _____
Curtis W. Orlasky
Its Asst. Vice President
duly authorized

State of Maine
Androscoggin, ss.

May _____, 2008

Personally appeared the above-named Curtis W. Orlasky, Asst. Vice President of Mechanics Savings Bank, 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 November 28, 2007, which judgment was entered by the Superior Court for Androscoggin County in the case of *Mechanics Savings Bank vs. Brenda J. Robbins et al.*, Docket No. RE-2007-29, and wherein the Court adjudged a foreclosure of mortgage deeds granted by Brenda J. Robbins which are recorded in the Androscoggin Registry of Deeds in Vol. 5987, Page 265; Vol. 6495, Page 39; Vol. 6495, Page 54; Vol. 6574, Page 220; and Vol. 6574, Page 235; the period of redemption from said judgment having expired, a public sale will be conducted on May 13, 2008 commencing at 2:00 p.m. at 17 Grove Street, Auburn, Maine. The properties to be sold at such public sale, being located generally at 17 and 19 Grove Street in Auburn, are also described on the Auburn Tax Maps as Map ____, Lot ____ and Map ____, Lot ____. Reference should be had to said mortgage deeds for a more complete legal description of the properties to be sold.

Both sales will be subject to all outstanding municipal and quasi-municipal assessments as well as all transfer taxes. The deposit to bid for each property is \$5,000.00. The balance of the purchase price for each parcel is due and payable within 45 days of the public sale. All other terms and conditions of the sales will be available from the auctioneer.