

STATE OF MAINE
LINCOLN, ss.

DISTRICT COURT
DISTRICT SIX
Location: Wiscasset
Docket No. WIS-RE-2009-73

CAMDEN NATIONAL BANK,)
successor by merger to)
UNION TRUST COMPANY,)
)
Plaintiff)
)
vs.)
)
CHINESE JADE CORPORATION,)
CHINESE JADE RESTAURANT,)
PEPITO H. JUNTURA,)
CONSUELO B. JUNTURA, and)
UNITED STATES)
SMALL BUSINESS ADMINISTRATION,)
)
Defendants)

**** DISCLAIMER ****

Camden National Bank and Keenan Auction Company have provided the information contained in this bid package to persons interested in bidding for the property described herein. Each believes the information contained herein to be accurate and complete. **However, neither Camden National 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:

Keenan Auction Company ■ One Runway Road, South Portland, ME 04106 ■ 207-885-5100 ■ www.keenanauction.com ■ Auctioneer

Michael S. Haenn, Esq. ■ 88 Hammond Street, Bangor, ME 04401 ■ 207-990-4905 ■ www.haennlaw.com ■ Attorney for Camden National Bank

TERMS AND CONDITIONS OF PUBLIC SALE

Camden National Bank v. Chinese Jade Corporation et al.

215 Main Street
Waldoboro, Maine

The following are the terms of the public sale of the real property situated generally at 215 Main Street in Waldoboro, Maine. The real property is described on the proposed release deed included in the bid package provided by the auctioneer to registered bidders and further described as being situated at "215 West Main Street" in the mortgage deed of Pepito H. Juntura and Consuelo B. Juntura to Union Trust Company, predecessor by merger to Camden National Bank ("CNB"), June 10, 2004 and recorded in the Lincoln Registry of Deeds in Vol. 3313, Page 109 ("the Property"). The mortgage interest being foreclosed is also described in more detail in the Order and Judgment of Foreclosure dated October 14, 2009 and entered by the Maine District Court (at Wiscasset) in the action docketed as *Camden National Bank v. Chinese Jade Corporation et al.*, Docket No. WIS-RE-2009-73.

Date/Place of Sale - March 10, 2010 commencing at 3:00 p.m. at 215 Main Street, Waldoboro, Maine.

Nature of Sale - The public sale of the Property is pursuant to 14 M.R.S.A. § 6321 et seq. and the judgment of foreclosure.

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 *Lincoln County News* on February 4, 11, and 18, 2010, including but not limited to the following: (i) a deposit to bid of \$10,000.00 in certified funds, payable to Keenan Auction Company. to be increased to ten percent (10%) of the bid amount within five calendar days of the public sale; and (ii) the balance of the purchase price is due and payable within 30 days of the public sale. All deposits from the highest bidder are non-refundable.

(B) CNB 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) No personal property is being sold with the Property, and bidders must satisfy themselves as to the legal character of specific property as real or personal in nature.

(D) The Property is sold subject to all outstanding tax liens and municipal encumbrances, whether or not of record in the Lincoln Registry of Deeds, as well as all real estate transfer taxes.

(E) A record of bidding will be maintained by CNB 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, CNB reserves the right to either hold a new sale or to contact the next highest bidder and allow that party to purchase the forfeited property for the next highest bid as the assignee of the highest bidder. CNB disclaims any responsibility for providing notice of any kind to any person subsequent to the public sale.

(F) CNB 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 CNB.

(G) The transfer of the Property by CNB will be by release deed in substantially the same form as that instrument attached to the Purchase and Sale Agreement and 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 CNB, 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: March 10, 2010

Keenan Auction Company ■ One Runway Road, South Portland, ME
04106 ■ 207-885-5100 ■ www.keenanauction.com ■ Auctioneer

Michael S. Haenn, Esq. ■ 88 Hammond Street, Bangor, ME 04401 ■
207-990-4905 ■ www.haennlaw.com ■ Attorney for Camden
National Bank

PURCHASE AND SALE AGREEMENT
[215 Main Street, Waldoboro]

AGREEMENT made as of this 10th day of March, 2010 by and between the following parties:

Seller: **Camden National Bank**, a corporation organized under the laws of the United States of America with a place of business in Camden, 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 215 Main Street, Waldoboro, Maine, and more particularly described on 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 April 9, 2010 ("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 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 Lincoln 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 March 10, 2010 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;

(ii) an additional bid deposit equal (with the initial deposit) to ten percent (10%) of the purchase price and which additional deposit is due and payable to Keenan Auction Company within five (5) calendars days of the date of this Agreement; and

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

(b) Should Buyer fail to tender the additional deposit as required by subparagraph (3) (a) (ii) hereinabove; or, having tendered such additional deposit, 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 Knox 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:

CAMDEN NATIONAL BANK

By: _____
John Frohock
Its Asst. Vice President

Buyer - SS#/EID

Buyer - SS#/EID

****** DISCLAIMER ON NEXT PAGE ******

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. mhaenn@haennlaw.com

RELEASE DEED

[215 Main Street, Waldoboro]

Camden National Bank, successor by merger to **Union Trust Company**, a corporation organized under the laws of the United States of America with a place of business in Camden, County of Knox and State of Maine, for consideration paid, releases to **[Buyer]** , certain real property situated in Waldoboro, County of Lincoln and State of Maine, and more particularly bounded and described as follows:

A certain lot or parcel of land situated in Waldoboro, County of Lincoln, State of Maine, bounded and described as follows:

Commencing on the southerly side of Old Route One at a 3/4" iron rod set at land now or formerly of N. Michael King and Taimara Stinson; Thence South 19 deg. 26 min. 32 sec. West along land now or formerly of King and Stinson two hundred (200.00) feet to a 3/4" iron rod set; Thence North 69 deg. 52 min. 14 sec. West along land now or formerly of King and Stinson two hundred and one hundredths (200.01) feet to a 3/4" iron rod set; Thence South 41 deg. 55 min. 39 sec. East, partially along a stone wall and land of Henry P. Groth and Eleanor M. Groth, four hundred thirty-nine and seventeen hundredths (439.17) feet to a 3/4" iron rod set; Thence North 23 deg. 31 min. 18 sec. East two hundred two and fifty hundredths (202.50) feet to a 3/4" iron rod set along land of said Groths; Thence North 19 deg. 27 min. 03 sec. East along land of said Groths one hundred ninety-nine and ninety-five hundredths (199.95) feet to a 3/4" iron rod set at the southerly side of said Old Route One; Thence North 68 deg. 48 min. 46 sec. West along said Old Route One two hundred (200.00) feet to a 3/4" iron rod set and place of beginning.

Subject to all municipal liens and encumbrances, including but not limited to real property taxes, whether or not of record in the Lincoln 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 Pepito H. Juntura and Consuelo B. Juntura dated June 10, 2004 and recorded in the Lincoln Registry of Deeds in Vol. 3313, Page 109. The Grantor foreclosed said mortgage deed in an action commenced in the Maine District Court (at Wiscasset) in the action docketed as *Camden National Bank v. Chinese Jade Corporation, Inc. et al.*, Docket No. WIS-RE-2009-73, 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: *Lincoln County*

News.

Dates of publication: February 4, 11, and 18, 2010.

Sale date: March 10, 2010. [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, Camden National Bank has caused this instrument to be executed by John Frohock, Its Asst. Vice President duly authorized as of this _____ day of March, 2010.

Witness:

CAMDEN NATIONAL BANK
successor by merger to
Union Trust Company

By: _____
John Frohock
Its Asst. Vice President

State of Maine
Knox, ss.

March _____, 2010

Personally appeared the above-named John Frohock, Asst. Vice President of Camden National 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
Printed Name:

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 October 14, 2009 and entered by the Maine District Court (at Wiscasset) in the action entitled *Camden National Bank v. Chinese Jade Corporation et al.*, Docket No. WIS-RE-2009-73, and wherein the Court adjudged a foreclosure of mortgage deeds granted by Pepito H. Juntura and Consuelo B. Juntura (a) dated June 10, 2004 and recorded in the Lincoln Registry of Deeds in Vol. 3313, Page 109, and (b) dated October 31, 2005 and recorded in the Lincoln Registry of Deeds in Vol. 3598, Page 126; the period of redemption from said judgment having expired; a public sale will be conducted on March 10, 2010 of the following properties:

Property Description: Parcel One: property situated generally at 25 Washington Road, Waldoboro, Maine. Waldoboro Tax Map U7, Lot 17. The auction will be conducted at 10:00 a.m. at the property address.

Parcel Two: property situated generally at 215 Main Street, Waldoboro, Maine. Waldoboro Tax Map R4, Lot 3C. The auction will be conducted at 3:00 p.m. at the property address.

Reference should be had to the mortgage deeds for a more detailed description of the properties to be sold.

Terms of Sale: Each parcel will be sold subject to all outstanding municipal assessments, whether or not of record in the Lincoln Registry of Deeds, as well as all real estate transfer taxes assessed on the transfer. The sales will be by public auction. The deposit to bid, non-refundable as to the highest bidder and to be in the form of certified funds, is in the amount of \$25,000.00 for Parcel One and \$10,000.00 for Parcel Two, each payable to Keenan Auction Company. The bid deposit for the respective parcels must be increased to ten percent of the bid deposit within five days of the public sale. The highest bidder for the respective parcels will be required to execute a purchase and sale agreement with Camden National Bank at the time of the public sale. The balance of the purchase price for each parcel will be due and payable within 30 days of the public sale. Conveyance of the properties will be by release deed. All other terms will be announced at the public sale. For further information or a bid package please contact Keenan Auction Company, 207-885-5100, or www.keenanauction.com

Michael S. Haenn, Esq., Attorney for Camden National Bank, P.O. Box 915, Bangor, Maine. www.haennlaw.com