

STATE OF MAINE
OXFORD, ss.

SUPERIOR COURT
Docket No. RE-2010-93

BAR HARBOR BANK & TRUST,)
)
 Plaintiff)
)
 vs.)
)
LOUISE M. JONAITIS,)
)
 Defendant)

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

Bar Harbor Bank & Trust 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 Bar Harbor Bank & Trust 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, 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 Bar Harbor Bank & Trust

TERMS AND CONDITIONS OF PUBLIC SALE

Bar Harbor Bank & Trust v. Louise M. Jonaitis

28 Howard Pond Road
Hanover, Maine

The following are the terms of the public sale of the property situated generally at 28 Howard Pond Road in Hanover, Maine ("the Property"). The Property is also described in a mortgage deed from Louise M. Jonaitis to Bar Harbor Bank & Trust ("BHBT") dated June 30, 2008 and recorded in the Oxford Registry of Deeds in Vol. 4320, Page 225. The mortgage interest being foreclosed is described in more detail in the Order and Judgment of Foreclosure dated August 22, 2011 and entered by the Superior Court for Oxford County in the action docketed as *Bar Harbor Bank & Trust v. Louise M. Jonaitis*, Docket No. RE-2010-93.

Date/Place of Sale - January 20, 2012 commencing at 1:00 p.m. at 28 Howard Pond Road in Hanover, Maine.

Nature of Sale - BHBT is foreclosing the real estate mortgage described above. The public sale of the Property pursuant to 14 M.R.S.A. § 6321 et seq. and the judgment of foreclosure.

Terms of Sale - (a) All of those terms set forth in the Notice of Public Sale published in the *Sun Journal* on December 17, 24, and 31, 2011, 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 of the bid amount within five calendar days of the public sale; and (ii) the balance of the purchase price (after such deposits) is due and payable within 45 days of the public sale. All deposits from the highest bidder [as BHBT may determine] are non-refundable.

(b) BHBT 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 will be sold subject to all outstanding tax liens and municipal encumbrances, whether or not of record in the Oxford Registry of Deeds, as well as all real estate transfer taxes.

(d) 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.

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

(f) BHBT 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 BHBT.

(g) The transfer of the Property by BHBT will be by release deeds in substantially the same form as that attached to the respective Purchase and Sale Agreements included in the bid package provided to registered bidders by the auctioneer.

Purchase and Sale Agreement - the highest bidder for the Property will be required to execute a Purchase and Sale Agreement with BHBT, 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: January 20, 2012

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 Bar Harbor Bank & Trust

PURCHASE AND SALE AGREEMENT

AGREEMENT made as of this 20th day of January, 2012 by and between the following parties:

Seller: Bar Harbor Bank & Trust, a Maine corporation with a place of business in Bar Harbor, 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 28 Howard Pond Road in Hanover, Maine, and more particularly described in the mortgage deed of Louise M. Jonaitis dated June 30, 2008 and recorded in the Oxford Registry of Deeds in Vol. 4320, Page 225 ("the Property").

2. **Basic Terms of Transfer.** Seller hereby agrees to transfer, and Buyer agrees to purchase, the Property not later than March 5, 2012 ("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 Oxford 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 January 20, 2012 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) an additional 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 calendar 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 certified funds.

(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.

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 Hancock 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:

BAR HARBOR BANK & TRUST

By: _____
Karri Bailey
Its Vice President

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

Witness:

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

Bar Harbor Bank & Trust, a Maine corporation with a place of business in Bar Harbor, County of Hancock and State of Maine, for consideration paid, releases to _____ **[Buyer]** _____, certain real property situated in Hanover, County of Oxford and State of Maine, and more particularly bounded and described as follows:

A certain lot or parcel of land, together with buildings thereon, situated in Hanover, in the County of Oxford, in the State of Maine, bounded on the north by land now or formerly of Brown Company, on the east by land now or formerly of the Brown Company, on the south by Howard Pond Road, so-called, leading from Hanover Village to Howard Pond in said Town of Hanover and on the west by land now or formerly of Blanche Worcester.

Excepting a certain lot or parcel of land situated on the northerly side of Howard Pond Road in the Town of Hanover, County of Oxford and State of Maine bounded and described as follows:

Beginning at the southeasterly corner of land conveyed by Warren D. Stearns et al. to D. Scott and Carol A. Gould by deed dated August 16, 1996 and recorded in the Oxford County Registry of Deeds in Book 2359, Page 36; Thence N 83-59-30 W along the assumed northerly sideline of said Howard Pond Road, a distance of 7.25 feet to a capped iron rod; Thence N 04-00-40 W across land of the grantor, a distance of 134.05 feet to a point in a stone wall; Thence S 83-59-30 E along a stone wall and land of Howard Pond Outlook, LLC, a distance of 30.55 feet to an iron pipe; Thence S 06-00-30 W along said Howard Pond Outlook, LLC, a distance of 132.00 feet to the point of beginning. All bearings referenced to UTM Grid North, NAD83.

Also conveying a certain lot or parcel of land situated on the northerly side of Howard Pond Road in the Town of Hanover, County of Oxford and State of Maine bounded and described as follows:

Beginning at an iron pipe and a stake and stones at the northwesterly corner of land conveyed by Warren D. Stearns et al. to D. Scott and Carol A. Gould by deed dated August 16, 1996 and recorded in the Oxford County Registry of Deeds in Book 2359, Page 36, said corner being distant 132.00 feet on a bearing of N 04-34-20 E from a capped iron rod at the southwesterly corner of said Gould lot on the assumed northerly sideline of said Howard Pond Road; Thence N 09-03-45 W along land now or formerly of Clement R. and Donna L. Worcester, a distance of 511.1 feet to a stake and stones; Thence S 53-46-15 E across land of the grantor, a distance of 212.9 feet to a capped iron rod; Thence S 08-32-05 W across land of the grantor, a distance of 167.3 feet to a

capped iron rod; Thence S 18-07-00 E across land of the grantor, a distance of 208.1 feet to a capped iron rod; Thence S 05-27-00 E across land of the grantor, a distance of 26.45 feet to a point in a stone wall and on the northerly line of said Gould lot; Thence N 85-25-40 W along a stone wall and said Gould lot, a distance of 134.45 feet to the point of beginning. All bearings referenced to UTM Grid North, NAD83.

Subject to all municipal liens and encumbrances, including but not limited to real property taxes, whether or not of record in the Oxford 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 Louise M. Jonaitis dated June 30, 2008 and recorded in the Oxford Registry of Deeds in Vol. 4320, Page 225. The Grantor foreclosed said mortgage deed in an action commenced in the Superior Court for Oxford County in the action docketed as *Bar Harbor Bank & Trust v. Louise M. Jonaitis*, Docket No. RE-2010-93, 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: *Sun Journal*.
Dates of publication: December 17, 24, and 31, 2011.
Sale date: January 20, 2012. [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, Bar Harbor Bank & Trust has caused this instrument to be executed by Karri Bailey, Its Vice President duly authorized as of this _____ day of January, 2012.

Witness:

BAR HARBOR BANK & TRUST

By: _____
Karri A. Bailey
Its Vice President

State of Maine
Hancock, ss.

January _____, 2012

Personally appeared the above-named Karri A. Bailey, Vice President of Bar Harbor Bank & Trust, and acknowledged the foregoing instrument by her signed to be her 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 August 22, 2011 and entered by the Superior Court for Oxford County in the action entitled *Bar Harbor Bank & Trust v. Louise M. Jonaitis*, Docket No. RE-2010-93; and wherein the Court adjudged a foreclosure of a mortgage deed dated June 30, 2008 and recorded in the Oxford Registry of Deeds in Vol. 4320, Page 225; the period of redemption from said judgment having expired; a public sale will be conducted on January 20, 2012 commencing at 1:00 p.m. at 28 Howard Pond Road in Hanover, Maine. Reference Hanover Tax Map ___, Lot ___. Reference should also be had to the mortgage deed for a more complete legal description of the property to be conveyed.

The property will be sold by public auction subject to all outstanding municipal assessments. The deposit to bid is \$10,000.00, to be increased to 10% of the bid amount within five calendar days of the public sale, and with the balance due and payable within 45 days of the public sale. Conveyance of the property will be by release deed. All other terms will be announced at the public sale.