

**The Bank of Maine, -
Balsam Drive, LLC**

Perkins Road and
Cross Town Road f/k/a Acrosstown Road
Embden, Maine

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

The Bank of Maine 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 The Bank of Maine 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 ■ 207-990-4905 ■ www.haennlaw.com ■
Attorney for The Bank of Maine

TERMS AND CONDITIONS OF PUBLIC SALE

*The Bank of Maine -
Balsam Drive, LLC et al.*

Perkins Road and Cross Town Road f/k/a Acrosstown Road
Embden, Maine

The following are the terms of the public sale of the real property situated generally at Perkins Road and Cross Town Road f/k/a Acrosstown Road in Embden, Maine ("the Property"). The Property is described in the mortgage deed of Balsam Drive, LLC to Savings Bank of Maine n/k/a The Bank of Maine ("TBM") dated August 29, 2008 and recorded in the Somerset Registry of Deeds in Vol. 4047, Page 202.

Date/Place of Sale - February 24, 2012 commencing at 3:00 p.m. at 34 Perkins Road, Embden, 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.

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

(A) All of those terms set forth in the Notice of Public Sale published in the *Morning Sentinel* on January 21, 28, and February 4 2012.

(B) A deposit as a qualification to bid is in the amount of \$10,000.00, to be in the form of certified funds payable to Michael S. Haenn IOLTA; with the balance of the purchase price due and payable within 30 days of the public sale. All deposits from the highest bidder are nonrefundable.

(C) TBM 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. Further, bidders must satisfy themselves as to the legal character of specific property as real or personal in nature, and in all events and aspects 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 at the time of registration.

(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 Somerset Registry of Deeds as well as all

real estate transfer taxes assessed on the transfer.

(F) A record of bidding will be maintained by TBM for its own use. In the event that there is a failure to close the sale with any person who executes a Purchase and Sale Agreement, TBM 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. TBM disclaims any responsibility for providing notice of any kind to any person subsequent to the public sale.

(G) TBM 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 TBM.

(H) The transfer of the Property by TBM will be by release deed in substantially the same form as that instrument 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 TBM 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: February 24, 2012

Michael S. Haenn, Esq., 88 Hammond Street, Bangor,
Maine 04401 ■ 207-990-4905 ■ www.haennlaw.com ■
Attorney for The Bank of Maine

PURCHASE AND SALE AGREEMENT

AGREEMENT made as of this 24th day of February, 2012 by and between the following parties:

Seller: The Bank of Maine, a corporation organized under the laws of the United States of America with a place of business in Gardiner, Maine ("Seller"); and

Buyer: _____

("Buyer").

1. **Purchase and Sale; Property.** Seller hereby agrees to sell, and the Buyer hereby agrees to buy, a certain lot or parcel of land with any buildings thereon situated generally at Perkins Road and Cross Town Road f/k/a Acrosstown Road in Embden, Maine, and described in the mortgage deed recorded in the Somerset Registry of Deeds in Vol. 4047, Page 202 ("the Property").

2. **Basic Terms of Transfer.** Seller hereby agrees to transfer, and Buyer agrees to purchase, the Property on or before March 26, 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 instrument of conveyance by Seller to Buyer will be 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 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 Somerset 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) conveyance is further subject to the terms and conditions of sale as announced at the public sale conducted on February 24, 2012 and/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 nonrefundable 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.

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 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 Kennebec 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:

THE BANK OF MAINE

By: _____

Lucas H. Takatsu
Its Vice President

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

The Bank of Maine, formerly known as **Savings Bank of Maine**, a corporation organized under the laws of the United States of America with a place of business in Gardiner, County of Kennebec and State of Maine, for consideration paid, releases to **[Buyer]** , certain real property situated generally in Embden, County of Somerset and State of Maine, and more particularly bounded and described as follows:

Certain lots or parcels of land, with any buildings thereon, located in Embden, Somerset County, Maine, bounded and described as follows:

Parcel 1: A certain lot or parcel of land situated on the northerly side of the Acrosstown Road in Embden, County of Somerset and State of Maine bounded and described as follows, to wit:

Commencing at a point marked by a 5/8" rebar found in the ground in the northerly line of the Acrosstown Road at the southeast corner of that certain lot or parcel of land conveyed to the State of Maine by deed recorded at the Somerset County Registry of Deeds in Book 574, Page 300; thence N 00° 26' 50" W along the easterly sideline of the State of Maine land a distance of nine hundred seventy seven and forty two one-hundredths (977.42) feet to a point marked by a drill hole set in the ground; thence N 89° 41' 53" E a distance of two hundred forty two and thirty seven one-hundredths (242.37) feet to a point marked by a 5/8" rebar set in the ground at the northwest corner of lot numbered two (2) as designated on a plan entitled "Final Subdivision Plan of Embden Pond Overlook" by Acme Engineering & Design, Inc., dated December 10, 1998 and recorded at the Somerset County Registry of Deeds in Plan File 98, Page 82; thence S 02° 07' 46" W along the westerly sideline of said lot numbered two (2) a distance of six hundred thirty six and thirty three one-hundredths (636.33) feet to a point marked by a 5/8" rebar set in the ground; thence S 12° 21' 58" E along the westerly sideline of said lot numbered two (2) a distance of two hundred sixty and fifty four one hundredths (260.54) feet to a point marked by a 5/8" rebar set in the ground on the northerly sideline of the Acrosstown Road; thence S 71° 41' 50" W along the northerly sideline of the Acrosstown Road a distance of two hundred eighty one and eleven one-hundredths (281.11) feet to the point of beginning. Containing 5.00 acres.

Being lot numbered one (1) according to a Plan entitled "Final Subdivision Plan of Embden Pond Overlook" by Acme Engineering & Design, Inc. dated December 10, 1998, and recorded at the Somerset County Registry of Deeds in Plan File 98, Page 82.

Reference is hereby made to the Amended Plan of Embden Pond Overlook recorded in the Somerset County Registry of Deeds in

Plan File 2007, Page 82. This property is conveyed subject to the following restrictions and conditions which shall run with the land:

- (1) No further subdivision without planning board approval.
- (2) Single family dwellings require planning board approval.
- (3) No commercial development without prior approval of the required agencies.

Parcel 2: A certain lot or parcel of land situated on the westerly side of the Perkins Road in Embden, County of Somerset and State of Maine, bounded and described as follows:

Commencing at a point marked by a 5/8" rebar set in the ground on the westerly sideline of the Perkins Road, which point is located a distance of three hundred nine and seventy-two one-hundredths (309.72) feet on a bearing of N 09° 07' 46" W from a 5/8" rebar found in the ground at the intersection of the westerly sideline of the Perkins Road and the northerly sideline of the Acrosstown Road; thence S 75° 59' 24" W along the northerly sideline of lot numbered four (4) as designated on a plan entitled "Final Subdivision Plan of Phase II, Embden Pond Overlook" by Acme Engineering & Design, Inc. dated July 8, 1999, and recorded at the Somerset County Registry of Deeds in Plan File 99, Page 97 a distance of three hundred twenty-two and sixty-six one-hundredths (322.66) feet to a point marked by a 5/8" rebar set in the ground at the northwesterly corner of said lot numbered four (4); thence N 05° 48' 52" W along the easterly line of lot numbered three (3) as designated on said plan a distance of three hundred eighty-three and three one hundredths (383.03) feet to a point marked by a 5/8" rebar set in the ground in the southerly line of lot numbered six (6) as designated on said plan; thence N 89° 41' 53" E along the southerly line of said lot numbered six (6) a distance of three hundred seven and eighty-four one-hundredths (307.84) feet to a point marked by a 5/8" rebar set in the ground at the southeasterly corner of said lot numbered six (6) on the westerly sideline of the Perkins Road; thence S 06° 31' 36" E along the westerly sideline of the Perkins Road a distance of one hundred six and ninety one-hundredths (106.91) feet to a point; thence S 09° 07' 46" E along the westerly sideline of Perkins Road a distance of two hundred and ninety one-hundredths (200.90) feet to the point of beginning. Containing 2.47 acres.

Being lot numbered five (5) as designated on a plan entitled "Final Subdivision Plan of Phase II, Embden Pond Overlook" by Acme Engineering & Design, Inc. dated July 3, 1999, and recorded at the Somerset County Registry of Deeds in Plan File 99, Page 97.

Reference is hereby made to the Amended Plan of Embden Pond Overlook recorded in the Somerset County Registry of Deeds in Plan File 2007, Page 82. This property is conveyed subject to the following restrictions and conditions which shall run with

the land:

- (1) No further subdivision without planning board approval.
- (2) Single family dwellings require planning board approval.
- (3) No commercial development without prior approval of the required agencies.

Parcel 3: A certain lot or parcel of land situated in the Town of Embden, County of Somerset and State of Maine bounded and described as follows, to wit:

Commencing at a point marked by a 5/8 inch rebar set in the ground on the westerly sideline of the Perkins Road at the southeast corner of that certain lot or parcel of land conveyed to Daniel J. Aceto, III and Teresa L. Aceto by Warranty Deed of Maine Woodland Properties, Inc. dated September 25, 1999, and recorded at the Somerset County Registry of Deeds in Book 2606, Page 121; thence N 88° 33' 58" W along the southerly line of said Aceto land a distance of One Thousand Eleven and Sixty-four one hundredths (1,011.64) feet to a point marked by a 5/8 inch rebar set in the ground at the southwest corner of said Aceto land and in the westerly line of land conveyed to the State of Maine by deed recorded at said Registry in Book 574, Page 300; thence S 00° 26' 50" E along the easterly line of said State of Maine land a distance of Three Hundred Eight (308.00) feet to a point marked by a drill hole set in the ground; thence N 89° 41' 53" E a distance of Two Hundred Forty-two and Thirty-seven One-Hundredths (242.37) feet to a point marked by a 5/8 inch rebar set in the ground; thence continuing N 89° 41' 53" E a distance of Two Hundred Six and Twenty-seven (206.27) feet to a point marked by a 5/8 inch rebar set in the ground; thence continuing N 89° 41' 53" E a distance of Two Hundred Eighty-four and Sixteen One-Hundredths (284.16) feet to a point marked by a 5/8 inch rebar set in the ground; thence continuing N 89° 41' 53" a distance of Three Hundred Seven and Eighty-four One-Hundredths (307.84) feet to a point marked by a 5/8 inch rebar set in the ground on the westerly line of the Perkins Road; thence N 06° 31' 36" W along the westerly line of the Perkins Road a distance of Two Hundred Seventy-nine (279.00) feet to the point of beginning. Containing 6.89 acres.

Being lot numbered six (6) as designated on a plan entitled "Final Subdivision Plan of Phase II, Embden Pond Overlook" by Acme Engineering & Design, Inc. dated July 3, 1999, and recorded at the Somerset County Registry of Deeds in Plan File 99, Page 97.

Reference is hereby made to the Amended Plan of Embden Pond Overlook recorded in the Somerset County Registry of Deeds in Plan File 2007, Page 82. This property is conveyed subject to the following restrictions and conditions which shall run with the land:

- (1) No further subdivision without planning board approval.

- (2) Single family dwellings require planning board approval.
- (3) No commercial development without prior approval of the required agencies.

Parcel 4: A certain lot or parcel of land situated in the Town of Embden, County of Somerset and State of Maine bounded and described as follows, to wit:

Commencing at a point marked by a 5/8 inch iron rebar found in the ground at the southeasterly corner of land conveyed to J. Raymond and Patricia G. Fortin by deed recorded at the Somerset County Registry of Deeds in Book 2206, Page 324, which point is located on the westerly sideline of the Perkins Road; thence S 06° 31' 36" E along the westerly sideline of the Perkins Road a distance of Two Hundred Seventy-nine and Twelve One-Hundredths (279.12) feet to a point marked by a 5/8 inch iron rebar set in the ground; thence N 88° 33' 58" W a distance of One Thousand Eleven and Sixty-four One-Hundredths (1,011.64) feet to a point marked by a 5/8 inch iron rebar set in the ground in the easterly line of land conveyed to the State of Maine by deed recorded at said Registry in Book 574, Page 300; thence N 00° 26' 50" W along the easterly line of said State of Maine land a distance of Three Hundred Nine and Nineteen One-Hundredths (309.19) feet to a point marked by a 5/8 inch iron rebar found in the ground in the southeasterly line of land conveyed to the Inhabitants of the Town of Embden by deed recorded at said Registry in Book 1680, Page 291; thence N 50° 08' 30" E along the southeasterly line of said property of the Inhabitants of the Town of Embden a distance of Two Hundred Ninety-four and Seventy-seven One-Hundredths (294.77) feet to a point marked by a 5/8 inch iron rebar found in the ground at the southwesterly corner of said Fortin land; thence S 71° 57' 45" E along the southwesterly line of said Fortin land a distance of Seven Hundred Ninety-four and Eighty One-Hundredths (794.80) feet to the point of beginning. Containing 8.97 acres.

Being lot numbered seven (7) as designated on a plan entitled "Final Subdivision Plan of Phase II, Embden Pond Overlook" by Acme Engineering & Design, Inc. dated July 3, 1999, and recorded at the Somerset County Registry of Deeds in Plan File 99, Page 97.

Reference is hereby made to the Amended Plan of Embden Pond Overlook recorded in the Somerset County Registry of Deeds in Plan File 2007, Page 82. This property is conveyed subject to the following restrictions and conditions which shall run with the land:

- (1) No further subdivision without planning board approval.
- (2) Single family dwellings require planning board approval.
- (3) No commercial development without prior approval of the required agencies.

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 Somerset 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 Balsam Drive, LLC dated August 29, 2008 and recorded in the Somerset Registry of Deeds in Vol. 4047, Page 202.

For Grantor's source of title reference may be had to the mortgage deed of Balsam Drive, LLC dated August 29, 2008 and recorded in the Somerset Registry of Deeds in Vol. 4047, Page 202, Said mortgage deed was foreclosed by Grantor 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.

In witness whereof, The Bank of Maine has caused this instrument to be executed by Lucas H. Takatsu, Its Vice President duly authorized as of this _____ day of February, 2012.

Witness:

THE BANK OF MAINE
f/k/a Savings Bank of Maine

By: _____
Lucas H. Takatsu
Its Vice President
duly authorized

State of Maine
Kennebec, ss.

February __, 2012

Personally appeared the above-named Lucas H. Takatsu, Vice President of The Bank of Maine, 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 *Balsam Drive, LLC* to *Savings Bank of Maine n/k/a The Bank of Maine* dated August 29, 2008 and recorded in the Somerset Registry of Deeds in Vol. 4047, Page 202 ("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 February 24, 2012 commencing at 3:00 p.m. at 34 Perkins Road in Embden, Maine, all and singular the premises described in the Mortgage, to wit:

Property description: Certain property situated generally at Perkins Road and Cross Town Road f/k/a Acrosstown Road, Embden, Maine, and further as described in the mortgage deed as follows:

"Certain lots or parcels of land, with any buildings thereon, located in Embden, Somerset County, Maine, bounded and described as follows: Parcel 1: A certain lot or parcel of land situated on the northerly side of the Acrosstown Road in Embden, County of Somerset and State of Maine bounded and described as follows, to wit: Commencing at a point marked by a 5/8" rebar found in the ground in the northerly line of the Acrosstown Road at the southeast corner of that certain lot or parcel of land conveyed to the State of Maine by deed recorded at the Somerset County Registry of Deeds in Book 574, Page 300; thence N 00° 26' 50" W along the easterly sideline of the State of Maine land a distance of nine hundred seventy seven and forty two one-hundredths (977.42) feet to a point marked by a drill hole set in the ground; thence N 89° 41' 53" E a distance of two hundred forty two and thirty seven one-hundredths (242.37) feet to a point marked by a 5/8" rebar set in the ground at the northwest corner of lot numbered two (2) as designated on a plan entitled "Final Subdivision Plan of Embden Pond Overlook" by Acme Engineering & Design, Inc., dated December 10, 1998 and recorded at the Somerset County Registry of Deeds in Plan File 98, Page 82; thence S 02° 07' 46" W along the westerly sideline of said lot numbered two (2) a distance of six hundred thirty six and thirty three one-hundredths (636.33) feet to a point marked by a 5/8" rebar set in the ground; thence S 12° 21' 58" E along the westerly sideline of said lot numbered two (2) a distance of two hundred sixty and fifty four one hundredths (260.54) feet to a point marked by a 5/8" rebar set in the ground on the northerly sideline of the Acrosstown Road; thence S 71° 41' 50" W along the northerly sideline of the Acrosstown Road a distance of two hundred eighty one and eleven one-hundredths (281.11) feet to the point of beginning. Containing 5.00 acres. Being lot numbered one (1) according to a Plan entitled "Final Subdivision Plan of Embden Pond Overlook" by Acme Engineering & Design, Inc. dated December 10, 1998, and recorded at the Somerset County Registry of Deeds in Plan File 98, Page 82. Reference is hereby made to the Amended Plan of Embden Pond Overlook recorded in the Somerset

County Registry of Deeds in Plan File 2007, Page 82. This property is conveyed subject to the following restrictions and conditions which shall run with the land: (1) No further subdivision without planning board approval. (2) Single family dwellings require planning board approval. (3) No commercial development without prior approval of the required agencies.

Parcel 2: A certain lot or parcel of land situated on the westerly side of the Perkins Road in Embden, County of Somerset and State of Maine, bounded and described as follows: Commencing at a point marked by a 5/8" rebar set in the ground on the westerly sideline of the Perkins Road, which point is located a distance of three hundred nine and seventy-two one-hundredths (309.72) feet on a bearing of N 09° 07' 46" W from a 5/8" rebar found in the ground at the intersection of the westerly sideline of the Perkins Road and the northerly sideline of the Acrosstown Road; thence S 75° 59' 24" W along the northerly sideline of lot numbered four (4) as designated on a plan entitled "Final Subdivision Plan of Phase II, Embden Pond Overlook" by Acme Engineering & Design, Inc. dated July 8, 1999, and recorded at the Somerset County Registry of Deeds in Plan File 99, Page 97 a distance of three hundred twenty-two and sixty-six one-hundredths (322.66) feet to a point marked by a 5/8" rebar set in the ground at the northwesterly corner of said lot numbered four (4); thence N 05° 48' 52" W along the easterly line of lot numbered three (3) as designated on said plan a distance of three hundred eighty-three and three one hundredths (383.03) feet to a point marked by a 5/8" rebar set in the ground in the southerly line of lot numbered six (6) as designated on said plan; thence N 89° 41' 53" E along the southerly line of said lot numbered six (6) a distance of three hundred seven and eighty-four one-hundredths (307.84) feet to a point marked by a 5/8" rebar set in the ground at the southeasterly corner of said lot numbered six (6) on the westerly sideline of the Perkins Road; thence S 06° 31' 36" E along the westerly sideline of the Perkins Road a distance of one hundred six and ninety one-hundredths (106.91) feet to a point; thence S 09° 07' 46" E along the westerly sideline of Perkins Road a distance of two hundred and ninety one-hundredths (200.90) feet to the point of beginning. Containing 2.47 acres. Being lot numbered five (5) as designated on a plan entitled "Final Subdivision Plan of Phase II, Embden Pond Overlook" by Acme Engineering & Design, Inc. dated July 3, 1999, and recorded at the Somerset County Registry of Deeds in Plan File 99, Page 97. Reference is hereby made to the Amended Plan of Embden Pond Overlook recorded in the Somerset County Registry of Deeds in Plan File 2007, Page 82. This property is conveyed subject to the following restrictions and conditions which shall run with the land: (1) No further subdivision without planning board approval. (2) Single family dwellings require planning board approval. (3) No commercial development without prior approval of the required agencies. Parcel 3: A certain lot or parcel of land situated in the Town of Embden, County of Somerset and State of Maine bounded and described as follows, to wit: Commencing at a point marked by a 5/8 inch rebar set in the ground on the westerly sideline of the Perkins Road at the southeast corner of

that certain lot or parcel of land conveyed to Daniel J. Aceto, III and Teresa L. Aceto by Warranty Deed of Maine Woodland Properties, Inc. dated September 25, 1999, and recorded at the Somerset County Registry of Deeds in Book 2606, Page 121; thence N 88° 33' 58" W along the southerly line of said Aceto land a distance of One Thousand Eleven and Sixty-four one hundredths (1,011.64) feet to a point marked by a 5/8 inch rebar set in the ground at the southwest corner of said Aceto land and in the westerly line of land conveyed to the State of Maine by deed recorded at said Registry in Book 574, Page 300; thence S 00° 26' 50" E along the easterly line of said State of Maine land a distance of Three Hundred Eight (308.00) feet to a point marked by a drill hole set in the ground; thence N 89° 41' 53" E a distance of Two Hundred Forty-two and Thirty-seven One-Hundredths (242.37) feet to a point marked by a 5/8 inch rebar set in the ground; thence continuing N 89° 41' 53" E a distance of Two Hundred Six and Twenty-seven (206.27) feet to a point marked by a 5/8 inch rebar set in the ground; thence continuing N 89° 41' 53" E a distance of Two Hundred Eighty-four and Sixteen One-Hundredths (284.16) feet to a point marked by a 5/8 inch rebar set in the ground; thence continuing N 89° 41' 53" a distance of Three Hundred Seven and Eighty-four One-Hundredths (307.84) feet to a point marked by a 5/8 inch rebar set in the ground on the westerly line of the Perkins Road; thence N 06° 31' 36" W along the westerly line of the Perkins Road a distance of Two Hundred Seventy-nine (279.00) feet to the point of beginning. Containing 6.89 acres. Being lot numbered six (6) as designated on a plan entitled "Final Subdivision Plan of Phase II, Embden Pond Overlook" by Acme Engineering & Design, Inc. dated July 3, 1999, and recorded at the Somerset County Registry of Deeds in Plan File 99, Page 97. Reference is hereby made to the Amended Plan of Embden Pond Overlook recorded in the Somerset County Registry of Deeds in Plan File 2007, Page 82. This property is conveyed subject to the following restrictions and conditions which shall run with the land: (1) No further subdivision without planning board approval. (2) Single family dwellings require planning board approval. (3) No commercial development without prior approval of the required agencies. Parcel 4: A certain lot or parcel of land situated in the Town of Embden, County of Somerset and State of Maine bounded and described as follows, to wit: Commencing at a point marked by a 5/8 inch iron rebar found in the ground at the southeasterly corner of land conveyed to J. Raymond and Patricia G. Fortin by deed recorded at the Somerset County Registry of Deeds in Book 2206, Page 324, which point is located on the westerly sideline of the Perkins Road; thence S 06° 31' 36" E along the westerly sideline of the Perkins Road a distance of Two Hundred Seventy-nine and Twelve One-Hundredths (279.12) feet to a point marked by a 5/8 inch iron rebar set in the ground; thence N 88° 33' 58" W a distance of One Thousand Eleven and Sixty-four One-Hundredths (1,011.64) feet to a point marked by a 5/8 inch iron rebar set in the ground in the easterly line of land conveyed to the State of Maine by deed recorded at said Registry in Book 574, Page 300; thence N 00° 26' 50" W along the easterly line of said State of Maine land a distance of Three

Hundred Nine and Nineteen One-Hundredths (309.19) feet to a point marked by a 5/8 inch iron rebar found in the ground in the southeasterly line of land conveyed to the Inhabitants of the Town of Embden by deed recorded at said Registry in Book 1680, Page 291; thence N 50° 08' 30" E along the southeasterly line of said property of the Inhabitants of the Town of Embden a distance of Two Hundred Ninety-four and Seventy-seven One-Hundredths (294.77) feet to a point marked by a 5/8 inch iron rebar found in the ground at the southwesterly corner of said Fortin land; thence S 71° 57' 45" E along the southwesterly line of said Fortin land a distance of Seven Hundred Ninety-four and Eighty One-Hundredths (794.80) feet to the point of beginning. Containing 8.97 acres. Being lot numbered seven (7) as designated on a plan entitled "Final Subdivision Plan of Phase II, Embden Pond Overlook" by Acme Engineering & Design, Inc. dated July 3, 1999, and recorded at the Somerset County Registry of Deeds in Plan File 99, Page 97. Reference is hereby made to the Amended Plan of Embden Pond Overlook recorded in the Somerset County Registry of Deeds in Plan File 2007, Page 82. This property is conveyed subject to the following restrictions and conditions which shall run with the land: (1) No further subdivision without planning board approval. (2) Single family dwellings require planning board approval. (3) No commercial development without prior approval of the required agencies. For Grantors' source of title reference is made to four deeds from James F. Sterio dated August 22, 2008 and recorded at the Somerset County Registry of Deeds in Book 4043, Page 184 (parcel 1); Book 4043, Page 180 (parcel 2); Book 4043, Page 182 (parcel 3); and Book 4043, Page 186 (parcel 4)."

Terms of Sale: As a condition precedent to registration to bid each proposed bidder will be required to deliver a bid deposit in certified funds in the amount of \$10,000.00, payable to Michael S. Haenn IOLTA, The highest bidder for the property (as The Bank of Maine may determine) will be required to close on such transaction and tender the balance of the purchase price within 30 days of the public sale. All bid deposits from the highest bidder are non-refundable.

The real estate will be sold subject to all outstanding property and other tax assessments, whether or not of record in the Somerset Registry of Deeds, as well as all real estate transfer taxes assessed by the State of Maine. The sale of the real estate 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 Somerset Registry of Deeds and superior as a matter of law to the interest of The Bank of Maine, or as may be discovered from an examination of the premises.

Conveyance of the property will be by release deed. All other terms will be announced at the public sale and may be included in a bid package available from the auctioneer.

Further information regarding the property to be sold, including a bid package, is available at www.haennlaw.com

The Bank of Maine, By Michael S. Haenn, Esq., Its Attorney duly authorized, P.O. Box 915, Bangor, Maine.