

STATE OF MAINE  
HANCOCK, ss.

DISTRICT COURT  
DISTRICT FIVE  
Location: Ellsworth  
Docket No. ELL-RE-2009-71

PEOPLE'S UNITED BANK, )  
successor by merger to )  
MERRILL MERCHANTS BANK, )  
 )  
Plaintiff )  
 )  
vs. )  
 )  
BETTY D. OSGOOD and )  
STATE OF MAINE, )  
MAINE REVENUE SERVICES, )  
 )  
Defendants )

\*\*\*\* DISCLAIMER \*\*\*\*

People's United Bank has provided the information contained in this bid package to persons interested in bidding for the real property described herein. It believes the information contained herein to be accurate and complete. **However, neither People's United Bank nor its agents, employees or attorneys, make any warranties of any kind as to the accuracy or completeness of the information contained herein.** Prospective bidders are urged to make such an independent investigation as to each of those matters to which an ordinary and prudent buyer would inquire.

Michael S. Haenn, Esq. ■ 88 Hammond Street ■ Bangor, Maine  
04401 ■ Attorney for People's United Bank ■  
[mhaenn@haennlaw.com](mailto:mhaenn@haennlaw.com)

**TERMS AND CONDITIONS OF PUBLIC SALE**

*People's United Bank v. Betty D. Osgood*

260 East Schoodic Drive  
Gouldsboro, Maine

The following are the terms of the public sale of the property situated generally at 260 East Schoodic Drive in Gouldsboro, Maine ("the Property") and described in the mortgage deed of Betty D. Osgood to Merrill Merchants Bank, predecessor in interest to People's United Bank ("PUB"), dated May 9, 2006 and recorded in the Hancock Registry of Deeds in Vol. 4509, Page 136. The mortgage interest being foreclosed is also described in more detail in the Order and Judgment of Foreclosure dated July 24, 2009 and entered by the Maine District Court (at Ellsworth) in the action docketed as *People's United Bank v. Betty D. Osgood et al.*, Docket No. ELL-RE-2009-71.

**Date/Place of Sale** - February 16, 2010 commencing at 9:30 a.m. at the Law Office of Michael S. Haenn, 88 Hammond Street, Bangor, Maine.

**Nature of Sale** - PUB is foreclosing the real estate mortgage described above and granted by Betty D. Osgood. The public sale of the Property is pursuant to 14 M.R.S.A. § 6321 et seq. and the said judgment of foreclosure.

**Terms of Sale** - (a) All of those terms set forth in the Notice of Public Sale published in the *Bangor Daily News* on following dates: January 9, 16, and 23, 2010, including but not limited to the following: (i) a deposit to bid of \$10,000.00 in certified funds, payable to People's United Bank; and (ii) the balance of the purchase price is due and payable within 30 days of the public sale. All deposit(s) to bid from the highest bidder are nonrefundable.

(b) PUB 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 is sold subject to all outstanding tax liens and municipal and quasi-municipal encumbrances, whether or not of record in the Hancock 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. Further, PUB reserves the right, but not the obligation, to itself and its assigns to remove any personal property from the Property without liability of any kind to the buyer of the Property for any loss, injury or damage sustained as a result of the storage or removal of any personal property.

(e) A record of bidding will be maintained by PUB 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, PUB 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. PUB disclaims any responsibility for providing notice of any kind to any person subsequent to the public sale.

(f) PUB 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 PUB.

(g) The transfer of the Property by PUB will be by release deed in substantially the same form as that attached to the Purchase and Sale Agreement and distributed in the bid package.

**Purchase and Sale Agreement** - the highest bidder for the Property will be required to execute a Purchase and Sale Agreement with PUB, 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: February 16, 2010

Michael S. Haenn, Esq. ■ 88 Hammond Street ■ Bangor, Maine  
04401 ■ 207-990-4905 ■ Attorney for People's United Bank ■  
[mhaenn@haennlaw.com](mailto:mhaenn@haennlaw.com)

**PURCHASE AND SALE AGREEMENT**

AGREEMENT made as of this 16<sup>th</sup> day of February, 2010 by and between the following parties:

**Seller:** People's United Bank, a federally chartered savings bank with a place of business in Bangor, 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 260 East Schoodic Drive in Gouldsboro, Maine, and more particularly described in the mortgage deed of Betty D. Osgood dated May 9, 2006 and recorded in the Hancock Registry of Deeds in Vol. 4509, Page 136 ("the Property").

2. **Basic Terms of Transfer.** Seller hereby agrees to transfer, and Buyer agrees to purchase, the Property on or before March 18, 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 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 Hancock 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 February 16, 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 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. Further, Seller reserves the right, but not the obligation, to itself and its designees to remove any personal property from the property without liability of any kind to Buyer for any loss, injury or damage sustained as a result of the storage or removal of such personal property.

6. **Broker.** Seller and Buyer agree that there is no real estate broker involved in this transaction, and that no one is due a commission in conjunction with the sale or purchase of the Property.

7. **Non-reliance; Construction.** Buyer acknowledges that Buyer has not relied upon any oral or written representations of any employee, agent, or attorney for Seller not expressly set forth in this Agreement as a basis for Buyer's decision to execute this Agreement. In express recognition thereof, Buyer agrees that in the event of any ambiguity as to the meaning or intent of the terms or obligations set forth herein, or any documents executed in connection herewith, such ambiguous term or provision shall not be construed more favorably to one party than to another.

8. **Limitation on Buyer Damages.** Buyer agrees that in any dispute or action arising out of this Agreement, or the matters described herein, the damages to which Buyer may be due at any time and as against Seller for any reason shall be specifically limited to the amount of Buyer's deposit, repayable without interest, and that under no circumstances may such damages include any claim for punitive damages, lost profits or investment opportunities, or attorneys' fees.

9. **Waiver of Jury Trial; Arbitration.** (a) Buyer agrees that in the event of any dispute as between Buyer and Seller and relating to the subject matter of this Agreement, or the property hereby contemplated to be transferred by Seller to Buyer, such dispute shall (unless Seller shall have demanded arbitration as set forth in this paragraph) be tried before a single Justice of the Superior Court in Penobscot 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:

**PEOPLE'S UNITED BANK**

By: \_\_\_\_\_  
Lynne A. Spooner  
Its Sr. Vice President

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

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**Buyer** - SS#/EID

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**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 ■ [mhaenn@haennlaw.com](mailto:mhaenn@haennlaw.com)

RELEASE DEED

**People's United Bank**, successor by merger to **Merrill Merchants Bank**, a federally chartered savings bank with a place of business in Bangor, County of Penobscot and State of Maine, for consideration paid, releases to \_\_\_\_ **[Buyer]** \_\_\_\_, certain real property situated in Gouldsboro, County of Hancock and State of Maine, and more particularly bounded and described as follows:

The land in Gouldsboro, County of Hancock, State of Maine, described as follows:

Parcel One: Beginning at mean high water mark of Bunker Harbor, on the northerly line of land of Olaf Forsmark, et. ux. as established by line agreement, dated September 20, 1984 and recorded in the Hancock County Registry of Deeds, Book 1313, Page 178; thence South 85 deg. 45 min. 06 sec. West by and along said northerly line of land of Olaf Forsmark, et. ux., eight (8) feet, more or less, to a broken drill hole in ledge; thence continuing the same course (South 85 deg. 45 min. 06 sec. West) by and along said northerly line of land of Olaf Forsmark, et. ux., twenty and eighty-five hundredths (20.85) feet to a bolt set in the ground; thence continuing the same course (South 85 deg. 45 min. 06 sec. West) by and along said northerly line of land of Olaf Forsmark, et. ux., fifty-nine and two hundredths (59.02) feet to a bolt set in ground near the easterly end of a cedar hedge; thence continuing the same course (South 85 deg. 45 min. 06 sec. West) by and along said northerly line of land of Olaf Forsmark, et. ux., and passing through said cedar hedge seventy-two and seventy-eight hundredths (72.78) feet to a bolt set in the ground on the easterly side line of the highway leading from Birch Harbor to Wonsqueak, for identification but not for definition, the plane coordinates, Maine East Zone, of said bolt are North 196,759.54 and East 521,734.13; thence continuing the same course (South 85 deg. 45 min. 06 sec. West) twenty-six (26) feet, more or less, to the center line of the traveled way of said highway; thence generally northerly by and along said center line and the center line of the former road location as shown on a Maine State Highway Relocation Plan, dated August, 1937 and recorded in said Registry, Plan Book 5, Page 39, to a point which bears South 88 deg. 11 min. 44 sec. West from the center of a dug well; thence North 88 deg. 11 min. 44 sec. East by and along the southerly line of land conveyed to David Dysart by deed from Daisy O. Dysart dated September 25, 1984, recorded in Volume 1513, Page 181, eighteen (18) feet, more or less, to the center of said dug well, said center of the dug well being North 14 deg. 46 min. 16 sec. West, two hundred twenty-one and ninety-four hundredths (221.94) feet from the last above mentioned bolt; thence continuing the same course (North 88 deg. 11 min. 44 sec. East) by and along said southerly line of land conveyed to David Dysart

by deed from Daisy O. Dysart dated September 25, 1984, recorded in Volume 1513, Page 181, one hundred forty-six and sixty-one hundredths (146.61) feet to a bolt set in the ground which bears North 16 deg. 40 min. 30 sec. West, two hundred seventeen and four hundredths (217.04) feet from the above mentioned broken drill hole in ledge; thence continuing the same course (North 88 deg. 11 min. 44 sec. East) fifteen (15), more or less, to mean high water mark of said Bunker Harbor; thence generally southerly by and along said mean high water mark two hundred twenty (220) feet, more or less, to the point of beginning and containing 1.0 acres, more or less.

The orientation of bearing in the above description are based on the Maine State Grid East Zone.

Together with all right, title, and interest in and to that portion of shore and flats between the side lines of the above extended easterly in their respective courses to low water mark of said Bunker Harbor. That portion described of the above described contained within the limits of said highway is subject to the rights of the public.

Grantor's source of title being a deed from Daisy O. Dysart to Betty Osgood dated September 25, 1984, and recorded in the Hancock County Registry of Deeds in Volume 1513, Page 183.

Parcel Two: Beginning at mean high water mark of Bunker Harbor on the southerly line of land, now or formerly, of Lewis and Alice Temple as defined by a Superior Court Judgment, dated April 20, 1977 and recorded in the Hancock County Registry of Deeds, Book 1286, Page 345; thence South 36 deg. 49 min. West by and along said line established by judgment, fifteen (15) feet, more or less, to a bolt set in the ground; thence continuing the same course (South 36 deg. 49 min. West) by and along said line established by judgment, forty-four and four hundredths (44.04) feet to a bolt set in the ground; thence South 73 deg. 22 min. West by and along said line established by judgment, sixty-five and forty-nine hundredths (65.49) feet to a square head bolt set in ledge; thence South 77 deg. 11 min. West by and along said line established by judgment, fifty-two and seventy hundredths (52.70) feet to an iron rod set in the ground; thence continuing the same course (South 77 deg. 11 min. West) five (5) feet, more or less, to the center line of the former road location as shown on a Maine State Highway Relocation Plan, dated August 1938 and recorded in said Registry, Plan Book 5, page 39; thence generally southerly by and along said center line of the former road location to a point which bears South 88 deg. 11 min. 44 sec. West from the center of a dug well; thence North 88 deg. 11 min. 44 sec. East by and along the northerly line of land this day conveyed to said David A. Dysart, eighteen (18) feet, more or

less, to the center of said well which bears South 14 deg. 41 min. 32 sec. East, one hundred nineteen and seventy-seven hundredths (119.77) feet from the last above mentioned iron rod; thence continuing the same course (North 88 deg. 11 min. 44 sec. East) by and along said northerly line of land this day conveyed to David A. Dysart, one hundred forty-six and sixty-one hundredths (146.61) feet to a bolt set in the ground which bears South 11 deg. 37 min. 17 sec. East from the first above mentioned bolt; thence continuing the same course (North 88 deg. 11 min. 44 sec. East) by and along said northerly line of land this day conveyed to David A. Dysart, fifteen (15) feet, more or less, to mean high water of said Bunker Harbor; thence generally northerly by and along said high water, two hundred (200) feet, more or less, to the point of beginning and containing 0.6 acres, more or less.

The orientation of bearings in the above description are based on the Maine State Grid East Zone.

Together with all my right, title and interest in and to the shore and flats situated northerly of the southerly line of the above described extended North 88 deg. 11 min. 44 sec. East to low water mark of said Bunker Harbor.

Subject to all municipal liens and encumbrances, including but not limited to real property taxes, whether or not of record in the Hancock 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 Betty D. Osgood dated May 9, 2006 and recorded in the Hancock Registry of Deeds in Vol. 4509, Page 136. The Grantor foreclosed said mortgage deed in an action commenced in the Maine District Court (at Ellsworth) in the action docketed as *People's United Bank v. Betty D. Osgood et al.*, Docket No. ELL-RE-2009-71, 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: *Bangor Daily News*.  
Dates of publication: January 9, 16, and 23, 2010.

Sale date: February 16, 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, People's United Bank has caused this

instrument to be executed by Lynne A. Spooner, Its Sr. Vice President duly authorized this \_\_\_\_\_ day of February, 2010.

Witness:

**PEOPLE'S UNITED BANK  
successor by merger to  
Merrill Merchants Bank**

\_\_\_\_\_

By: \_\_\_\_\_  
Lynne A. Spooner  
Its Sr. Vice President

State of Maine  
Penobscot, ss.

February \_\_\_\_\_, 2010

Personally appeared the above-named Lynne A. Spooner, Sr. Vice President of People's United Bank, 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 July 24, 2009 and entered by the Maine District Court (at Ellsworth) in the action entitled *People's United Bank v. Betty D. Osgood et al.*, Docket No. ELL-RE-2009-71, and wherein the Court adjudged a foreclosure of a mortgage granted by Betty D. Osgood dated May 9, 2006 and recorded in the Hancock Registry of Deeds in Vol. 4509, Page 136; the period of redemption from said judgment having expired; a public sale will be conducted on February 16, 2010 commencing at 9:30 a.m. at the Law Office of Michael S. Haenn, 88 Hammond Street, Bangor, Maine, of the following property:

**Property Description:** Certain property situated generally on the 260 East Schoodic Drive in Gouldsboro, Maine. Gouldsboro Tax Map 28, Lot 19. Reference should be had to the mortgage deed for a more detailed description.

**Terms of Sale:** The property will be sold subject to all outstanding municipal assessments, whether or not of record in the Hancock Registry of Deeds, as well as all real estate transfer taxes assessed on the transfer. The sale 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 \$10,000.00. The deposit to bid should be made payable to People's United Bank. The highest bidder for the property will be required to execute a purchase and sale agreement with People's United Bank at the time of the public sale. The balance of the purchase price will be due and payable within 30 days of the public sale. Conveyance of the property will be by release deed. All other terms will be announced at the public sale. A bid package is available at [www.haennlaw.com](http://www.haennlaw.com).

Michael S. Haenn, Esq., Attorney for People's United Bank, 88 Hammond Street, Bangor, Maine.