

STATE OF MAINE
KNOX, ss.

DISTRICT COURT
DISTRICT SIX
Location: Rockland
Docket No. ROC-RE-2007-75

THE FIRST, N.A.,)
)
 Plaintiff)
)
 vs.)
)
 WILLIAM C. POTTER, II)
)
 Defendant)

**** DISCLAIMER ****

The First, N.A. 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 First, N.A. 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, ME 04401
■ 207-990-4905 ■ Attorney for The First, N.A. ■
www.haennlaw.com

TERMS AND CONDITIONS OF PUBLIC SALE

The First, N.A. v. William C. Potter, II

477 Island Avenue
St. George, Maine

The following are the terms of the public sale of the following property situated generally at 477 Island Avenue in St. George, Maine ("the Property"). The Property is described in the mortgage deed of William C. Potter, II to The First, N.A. ("TFNA") dated January 16, 2007 and recorded in the Knox Registry of Deeds in Vol. 3740, Page 50, as amended by an instrument dated July 16, 2009 and recorded in the Knox Registry of Deeds in Vol. 4131, Page 62. The interest being foreclosed is described in more detail in the Order and Judgment of Foreclosure dated November 21, 2011 and entered by the Maine District Court (at Rockland) in the action docketed as *The First, N.A. v. Potter*, Docket No. ROC-RE-2007-75.

Date/Place of Sale - February 15, 2012 commencing at 9:30 a.m. at the Law Office of Michael S. Haenn, 88 Hammond Street, Bangor, Maine.

Nature of Sale - TFNA is foreclosing the real estate mortgage described above. 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 - (a) All of those terms set forth in the Notice of Public Sale published in the *Village Soup Gazette* on January 14, 21, and 28, 2012, including but not limited to the following: (i) a deposit to bid of \$50,000.00 in certified funds payable to The First, N.A.; and (ii) the balance of the purchase price is due and payable within 30 days of the public sale. The deposit to bid from the highest bidder is nonrefundable.

(b) TFNA 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 property tax liens and municipal and quasi-municipal encumbrances, whether or not of record in the Knox 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 TFNA 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, TFNA 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 the assignee of the highest bidder. TFNA disclaims any responsibility for providing notice of any kind to any person subsequent to the public sale.

(f) TFNA 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 TFNA.

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

Purchase and Sale Agreement - the highest bidder for the Property will be required to execute a Purchase and Sale Agreement with TFNA 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 15, 2012

Michael S. Haenn, Esq., 88 Hammond Street, Bangor, ME 04401
■ 207-990-4905 ■ Attorney for The First, N.A. ■
www.haennlaw.com

PURCHASE AND SALE AGREEMENT

AGREEMENT made as of this 15th day of February, 2012 by and between the following parties:

Seller: The First, N.A., a national banking association organized under the laws of the United States of America and with a place of business in Damariscotta, 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 477 Island Avenue in St. George, Maine, and further as described in the mortgage deed of William C. Potter, II dated January 16, 2007 and recorded in the Knox Registry of Deeds in Vol. 3740, Page 50, as amended by an instrument dated July 16, 2009 and recorded in the Knox Registry of Deeds in Vol. 4131, Page 62 ("the Property").

2. **Basic Terms of Transfer.** Seller hereby agrees to transfer, and Buyer agrees to purchase, the Property on or before March 17, 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 Knox 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 15, 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) Fifty Thousand Dollars (\$50,000.00) 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.

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:

THE FIRST, N.A.

By: _____
Charles Wootton
Its Executive Vice President

Buyer - SS#/EID

Buyer - SS#/EID

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

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 First, N.A., a national banking association organized under the laws of the United States of America and with a place of business in Damariscotta, County of Lincoln and State of Maine, for consideration paid, releases to ___[Buyer]___, certain real property situated generally in St. George, County of Knox and State of Maine, and more particularly bounded and described as follows:

A certain lot or parcel of land together with the buildings thereon, situated at Rackliff Island in the Town of St. George, County of Knox, State of Maine, being Lot 14A as shown on "Map Showing a Subdivision on Rackliff Island in St. George, Maine, owned by Maine Isle Corp., Inc." by F.H. Wood Project Engineer, dated June 20, 1972 and recorded in the Knox County Registry of Deeds, Plan Book 11, Page 27, said Lot 14A being more particularly described as follows:

Beginning at a one and one-eighth (1 1/8) r-bar pin set near the northerly sideline of Island Avenue, which one and one-eighth (1 1/8) r-bar pin marks the southeast corner of Lot 13A in said subdivision; thence North 23 deg. West along the easterly boundary line of Lot 13A (passing through a one (1) inch oak pin for building set back line), a distance of three hundred sixty-five (365) feet to a five-eighth (5/8) inch r-bar pin set in the banking near the shore of Seal Harbor at or near the northeast corner of Lot 13A; thence continuing the same course of North 23 deg. West, a distance of thirty-six (36) feet, more or less, to the shore of Seal Harbor; thence generally northeasterly following the said shore line, a distance of two hundred (200) feet, more or less, to a point which is North 11 deg. West and a distance of twenty-five (25) feet, more or less, from a five-eighth (5/8) inch r-bar set in the banking near said shore at or near the northwest corner of Lot 15A, the distance between the said last mentioned five-eighth (5/8) inch r-bar pin set at or near the northwest corner of Lot 15A and the five-eighth (5/8) inch r-bar pin set at or near the northeast corner of Lot 13A being South 64 deg. West a distance of one hundred ninety-two (192) feet, more or less, thence South 11 deg. East a distance of twenty-five (25) feet, more or less, to said five-eighth (5/8) inch r-bar pin; thence continuing the same course along the westerly boundary line of Lot 15A and passing through a one (1) inch oak pin for building set back line, a distance of three hundred seventy (370) feet to a one and one-eighth (1 1/8) inch r-bar pin set near the northerly sideline of Island Avenue, which pin is northwesterly of Central Maine Power Company's Pole No. 54; thence South 61 deg. West along the northerly sideline of Island Avenue, a distance of one hundred twenty-one (121) feet to the one and one-eighth (1 1/8) r-bar pin at the southeast corner

of Lot 13A and the point of beginning.

Together with all the Grantor's right, title and interest in and to the shore and flats in front of and appurtenant to the above described premises.

See also property line survey, Lot 14A, Rackliff Island Subdivision, St. George, Maine, Maine Isle Corp, Inc., dated December 7, 1982 by North Star Land Management Coastal Division, Frederick J. Schwink, Land Surveyor.

Together with the right of way over Southern Avenue and Island Avenue to the causeway and town road.

Excepting an easement as granted to Central Maine Power Company to keep and maintain power lines along Southern Avenue to Island Avenue.

This conveyance is made subject to the following express covenants which shall run with the land, as follows:

1) The use of the premises shall be limited to residential purposes only to the specific exclusion of any commercial use.

2) The premises are conveyed for the use of one dwelling only, together with customary outbuildings. No building for the housing or storage of any lobster traps or gear shall be constructed.

3) Any structures erected upon the premises shall be placed upon permanent foundations. Permanent foundations shall mean a permanently enclosed concrete or masonry wall foundation which is totally enclosed.

4) No building shall be constructed within 25 feet from any boundary, or within 75 feet from high water mark.

5) No mobile home shall be placed upon the premises.

6) Water supplies and sewage disposal systems shall be installed and maintained in accordance with the Plumbing Code of the State of Maine. Water saving devices shall be installed in the dwelling and out-buildings erected on the premises.

7) The premises are not to be used in any manner for the purpose of lobster fishing.

Reference is made to deed from Therese M. Potter to William C. Potter, II dated August 17, 2004, recorded in the Knox County Registry of Deeds, Book 3293, Page 69.

Also conveying another certain lot or parcel of land together with any improvements thereon, situated on Rackliff Island in the Town of St. George, County of Knox and State of Maine, known as Lot 15-A as per a subdivision of said Island, bounded and described as follows:

Beginning at a 5/8" rebar pin and pile of stones located on the northerly side of Island Avenue and at the southwesterly corner of Lot 16-A on said Rackliff Island; thence North 02 deg. 20 min. East three hundred eleven and four-tenths (311.4) feet to a 5/8" rebar pin located near the shore of Seal Harbor, so called; thence continuing same course thirty-two (32) feet, more or less, to the shore of Seal Harbor; thence generally westerly following the shore of Seal Harbor two hundred (200) feet, more or less, to a point which bears North 11 deg. 30 min. West and is approximately twenty-five (25) feet, more or less, to said rebar pin (said pin being North 77 deg. West and one hundred fifty-six and twenty-six hundredths (156.26) feet from a rebar pin making a point for a tie line along the bank, and thence North 52 deg. East fifty-six and one-tenth (56.1) feet, more or less, from the 5/8" rebar pin located near the shore on the easterly boundary line of the herein conveyed premises); thence South 11 deg. 30 min. East along the easterly side of Lot 14-A three hundred seventy (370) feet, more or less, to a 5/8" rebar pin located on the northerly side of said Island Avenue; thence North 65 deg. East along the northerly side of said Island Avenue one hundred twenty (120) feet to place of beginning.

Parcel is subject, however, to a utility line easement to Central Maine Power Company along the aforesaid roadway. Also subject to a drainage easement over the existing ditch or waterway which crosses said land together with the right to enter upon said land to deepen said ditch or remove any obstruction which might obstruct the free flowage of said waterway.

Parcel is also subject to the following express covenants which shall run with the land and be enforceable by the grantors, their heirs and assigns, upon the breach thereof and which the grantees, for themselves, their heirs and assigns, by the acceptance of this deed agree to comply with to wit:

1) The use of the premises above-described shall be limited to residential purposes only to the specific exclusion of any commercial use.

2) The premises are conveyed for the use of one dwelling only, together with customary outbuildings. No building for the housing or storage of any lobster traps or gear shall be constructed.

3) Any structure erected upon the premises shall be placed on permanent foundations. Foundations shall be fully enclosed.

4) No building shall be constructed within 25 feet from any boundary, or within 75 feet from high water mark.

5) No mobile home shall be placed upon the premises.

6) Water supplies and sewage disposal systems shall be installed and maintained in accordance with the Plumbing Code of the State of Maine.

7) The premises are not to be used in any manner for the purpose of lobster fishing.

Together with all Grantor's right, title and interest in and to the shore and flats in front of and appurtenant to said premises.

Together with a right of way over Southern Avenue and Island Avenue to the causeway and town road.

Excepting and reserving the premises described in the instrument recorded in the Knox County Registry of Deeds in Vol. 4131, Page 62.

Subject to all municipal liens and encumbrances, including but not limited to real property taxes, whether or not of record in the Knox 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 William C. Potter, II dated January 16, 2007 and recorded in the Knox Registry of Deeds in Vol. 3740, Page 50, as amended by an instrument dated July 16, 2009 and recorded in the Knox Registry of Deeds in Vol. 4131, Page 62. The Grantor foreclosed said mortgage deed in an action commenced in the Maine District Court (at Rockland) in the action docketed as *The First, N.A. v. William C. Potter, II*, Docket No. ROC-RE-2007-75, 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: *Village Soup Gazette*.

Dates of publication: January 12, 19, and 26, 2012.

Sale date: February 15, 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, The First, N.A. has caused this instrument to be executed by Charles Wootton, Its Executive Vice President duly authorized this _____ day of February, 2012.

Witness:

THE FIRST, N.A.

By: _____
Charles Wootton
Its Executive Vice President

State of Maine
Lincoln, ss.

February ____, 2012

Personally appeared the above-named Charles Wootton, Executive Vice President of The First, N.A., 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 entered by the Maine District Court (at Rockland) dated November 21, 2011 and entered in the action entitled *The First, N.A. v. William C. Potter II*, Docket No. ROC-RE-2007-75; and wherein the Court adjudged a foreclosure of the mortgage deed of William C. Potter, II dated January 16, 2007 and recorded in the Knox Registry of Deeds in Vol. 3740, Page 50, as amended by an instrument dated July 16, 2009 and recorded in the Knox Registry of Deeds in Vol. 4131, Page 62; the period of redemption from said judgment having expired, a public sale will be conducted on February 15, 2012 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 at 477 Island Avenue in St. George, Maine, described in the mortgage deed of William C. Potter, II dated January 16, 2007 and recorded in the Knox Registry of Deeds in Vol. 3740, Page 50, as amended by an instrument dated July 16, 2009 and recorded in the Knox Registry of Deeds in Vol. 4131, Page 62. Reference St. George Tax Map 17, Lot 56. Reference should also be had to the mortgage deed and amending instrument for a more detailed legal description of the property to be conveyed.

Terms of Sale: The property will be sold subject to all outstanding municipal assessments, whether or not of record in the Knox 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, is \$50,000.00 in certified funds payable to The First, N.A. The highest bidder will be required to execute a purchase and sale agreement with The First, N.A. The balance of the sale 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. For a bid package please visit www.haennlaw.com

Michael S. Haenn, Esq., Attorney for The First, N.A., 88 Hammond Street, Bangor, Maine.