

STATE OF MAINE  
HANCOCK, ss.

DISTRICT COURT  
DISTRICT FIVE  
Location: Ellsworth  
Docket No. ELL-RE-2011-18

MACHIAS SAVINGS BANK, )  
 )  
 Plaintiff )  
 )  
 vs. )  
 )  
 SULLIVAN MEMORIAL STONE WORKS, )  
 LLC, WHALESBACK PROPERTIES, )  
 LLC, ROGER M. WOODBURY a/k/a )  
 ROGER M. WOODBURY, JR., and )  
 MICHELE C. WOODBURY, )  
 )  
 Defendants )

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

Machias Savings Bank and Central Maine Auction Center have provided the information contained in this bid package to persons interested in bidding for the real property described herein. Each believes the information contained herein to be accurate and complete. **However, neither Machias Savings Bank nor Central Maine Auction Center, 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 Central Maine Auction Center, 44 Concord Drive, Hermon, Maine 04401 ■ 207-848-7027 ■ [www.cmauctioncenter.com](http://www.cmauctioncenter.com).

Michael S. Haenn, Esq., 88 Hammond Street, Bangor, Maine 04401 ■ 207-990-4905 ■ [www.haennlaw.com](http://www.haennlaw.com) ■ Attorney for Machias Savings Bank

**TERMS AND CONDITIONS OF PUBLIC SALE**

*Machias Savings Bank v. Woodbury et al.*

1424 U.S. Highway 1  
Hancock, Maine

The following are the terms of the public sale of the property situated generally at 1424 U.S. Highway 1 in Hancock, Maine ("the Property"). The Property is described in the mortgage deeds of Roger M. Woodbury a/k/a Roger M. Woodbury, Jr. to Machias Savings Bank ("MSB") (a) dated August 2, 2004 and recorded in the Hancock Registry of Deeds in Vol. 3995, Page 327, and (b) dated May 13, 2005 and recorded in said Registry of Deeds in Vol. 4236, Page 28; and further as amended by a supplemental indenture dated February 4, 2011 and recorded in said Registry of Deeds in Vol. 5571, Page 93. The mortgage interests being foreclosed are described in more detail in the Order and Judgment of Foreclosure entered by the Maine District Court (at Ellsworth) dated October 18, 2011 and entered in the action entitled *Machias Savings Bank v. Sullivan Memorial Stone Works et al.*, Docket No. ELL-RE-2011-18.

**Date/Place of Sale** - March 26, 2012 at 1:00 p.m. at 1424 U.S. Highway 1 in Hancock, Maine.

**Nature of Sale** - MSB is foreclosing the real estate mortgages 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 *Ellsworth American* on February 23, March 1, and 8, 2012, including but not limited to the following: (i) a deposit to bid of \$25,000.00 in certified funds, payable to Michael S. Haenn IOLTA; 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 (as MSB may determine) are non-refundable.

(b) MSB 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) All of the terms set forth in the Purchase and Sale Agreement form included in the bid package and provided by the

auctioneer to registered bidders at the time of registration to bid are incorporated herein.

(d) 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.

(e) A record of bidding will be maintained by MSB for its own use. All persons present at the public sale and wishing to submit a bid must first register with the auctioneer and submit the requisite bid 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, MSB reserves the right to either hold a new sale or to contact any other bidder and offer the Property for sale as the assignee of the highest bidder. MSB disclaims any responsibility for providing notice of any kind to any person subsequent to the public sale.

(f) MSB 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 MSB.

(g) The transfer of the Property by MSB 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 (as MSB may determine) will be required to execute the Purchase and Sale Agreement with Machias Savings Bank and which must be executed immediately after the close of bidding.

**ADDITIONAL TERMS AND CONDITIONS MAY BE ANNOUNCED BY THE AUCTIONEER ON THE DATE OF THE PUBLIC SALE AND ARE INCORPORATED HEREIN BY REFERENCE.**

Dated: March 26, 2012

Auctioneer: Central Maine Auction Center, 44 Concord Drive,  
Hermon, Maine 04401 ■ 207-848-7027 ■ [www.cmauctioncenter.com](http://www.cmauctioncenter.com)

Seller's Attorney: Michael S. Haenn, Esq., 88 Hammond Street,  
Bangor, Maine 04401 ■ 207-990-4905 ■ [www.haennlaw.com](http://www.haennlaw.com)

**PURCHASE AND SALE AGREEMENT**

AGREEMENT made as of this 26<sup>th</sup> day of March, 2012 by and between the following parties:

**Seller:** Machias Savings Bank, a Maine corporation with a place of business in Machias, 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 1424 US Highway 1 in Hancock, Maine, and more particularly (as to such Hancock property) described in the mortgage deeds of Roger M. Woodbury a/k/a Roger M. Woodbury, Jr. (a) dated August 2, 2004 and recorded in the Hancock Registry of Deeds in Vol. 3995, Page 327, and (b) dated May 13, 2005 and recorded in said Registry of Deeds in Vol. 4236, Page 28; all as amended by a supplemental indenture dated February 4, 2011 and recorded in said Registry of Deeds in Vol. 5571, Page 93 ("the Property").

2. **Basic Terms of Transfer.** Seller hereby agrees to transfer, and Buyer agrees to purchase, the Property on or before April 25, 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 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 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) Twenty-five Thousand Dollars (\$25,000.00) 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 certified funds.

(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 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 Washington 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:

**MACHIAS SAVINGS BANK**

By: \_\_\_\_\_  
Gregory J. Fuller  
Its Vice President

Witness:

\_\_\_\_\_

\_\_\_\_\_ **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](http://www.haennlaw.com)

**RELEASE DEED**

**Machias Savings Bank**, a Maine corporation with a place of business in Machias, County of Washington and State of Maine, for consideration paid, releases to     [Buyer]    , certain real property situated generally in Hancock, County of Hancock and State of Maine, and more particularly bounded and described as follows:

A certain lot or parcel of land together with any and all structures and improvements situated thereon situated in Hancock, Hancock County, Maine and being the same premises as described in a deed from Paul W. Clement to Roger Woodbury, date May 17, 2004 and recorded in Book 3917, Page 285 of the Hancock County, Maine, Registry of Deeds in which deed said premises are bounded and described as follows, to wit:

Certain lots or parcels of land with the buildings thereon, situated in Hancock, County of Hancock, State of Maine, bounded and described as follows, to wit:

All and the same premises described as conveyed in the deed from James A. Griffin to William M. Kendrick and Marjorie A. Kendrick dated June 19, 1972, recorded in Book 1146, Page 3 of the Hancock County, Maine, Registry of Deeds, in which deed said premises were described as follows:

FIRST LOT: All and the same premises described as conveyed in the deed from Edville G. Abbott to Leon C. Smith, dated June 14, 1935, recorded in Book 647, page 510 of the Hancock County Registry of Deeds, in which deed said premises were described as follows:

A certain lot or parcel of land with the buildings thereon situated on the northeasterly side of the main highway leading through the Village of Hancock, in said Town and County of Hancock, State of Maine, known as the Pamola Grange Store and now occupied by Pamola Grange Store Company, bounded and described as follows:

On the east by land occupied or owned by Alfred Davis; on the south by said highway; on the west by land of said Leon C. Smith, and on the north by land of said Leon C. Smith and land occupied or owned by said Alfred Davis.

SECOND LOT: All and the same premises described as conveyed in the deed from Neva E. Austin et al. to Leon C. Smith, dated April 1935, recorded in Book 649, Page 230 of said Registry, in which deed said premises were described as follows:

A certain lot or parcel of land situated in said Town of Hancock, and bounded and described as follows, to wit:

Beginning at an iron bolt in soil near the northwest corner of the store now known as the Grange Store, formerly store of Peletiah Moore in Hancock, said bolt being two feet northeasterly of the north end of said store and two feet northwesterly of the west side of said store; thence South 41 degrees West, nineteen feet and eight inches to an iron bolt; thence North 54 degrees West eight feet to a bolt; thence South 41 degrees West to the County Road 67 ½ feet on this course to the center of traveled way of the aforementioned county road; thence beginning at the first mentioned iron bolt and running South 49 degrees East, thirteen feet two inches to bolt two feet from center of north end of store; thence North 33 degrees East, one hundred twenty four and one half feet to an iron bolt; thence North 65 degrees West, one hundred ninety-two feet to center of traveled way of County Road; thence by said County Road to place intersection of the east line of said lot. Containing one half acre be the same more or less.

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 mortgages deed of Roger M. Woodbury a/k/a Roger M. Woodbury, Jr. (a) dated August 2, 2004 and recorded in the Hancock Registry of Deeds in Vol. 3995, Page 327, and (b) dated May 13, 2005 and recorded in said Registry of Deeds in Vol. 4236, Page 28; and as amended by a supplemental indenture dated February 4, 2011 and recorded in said Registry of Deeds in Vol. 5571, Page 93. The Grantor foreclosed said mortgage deeds in an action commenced in the Maine District Court (at Ellsworth) in the action docketed as *Machias Savings Bank v. Sullivan Memorial Stone Works, LLC et al.*, Docket No. ELL-RE-2011-18, 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: *Ellsworth American*.

Dates of publication: February 23, March 1, and 8, 2012.

Sale date: March 26, 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, Machias Savings Bank has caused this instrument to be executed by Gregory J. Fuller, Its Vice President duly authorized this \_\_\_\_\_ day of March, 2012.

Witness:

**MACHIAS SAVINGS BANK**

\_\_\_\_\_

By: \_\_\_\_\_  
Gregory J. Fuller  
Its Vice President

State of Maine  
Penobscot, ss.

March \_\_\_\_\_, 2012

Personally appeared the above-named Gregory J. Fuller, Vice President of Machias Savings Bank, and acknowledged the foregoing instrument by him signed to be his free act and deed in said capacity and the free act and deed of said corporation.

Before me,

\_\_\_\_\_  
Notary Public  
Printed Name:

**NOTICE OF PUBLIC SALE**

14 M.R.S.A. § 6323

Notice is hereby given that in accordance with an Order and Judgment of Foreclosure entered by the Maine District Court (at Ellsworth) dated October 18, 2011 and entered in the action entitled *Machias Savings Bank v. Sullivan Memorial Stone Works, LLC et al.*, Docket No. ELL-RE-2011-18; and wherein the Court adjudged a foreclosure of a mortgage deeds of Roger M. Woodbury, Jr. dated August 2, 2004 and recorded in the Hancock Registry of Deeds in Vol. 3995, Page 327, and dated May 13, 2005 and recorded in said Registry of Deeds in Vol. 4236, Page 28, and further as amended by a supplemental indenture dated February 4, 2011 and recorded in said Registry of Deeds in Vol. 5571, Page 93; the period of redemption from said judgment having expired; a public sale will be conducted on March 26, 2012 commencing at 1:00 p.m. at 1424 U.S. Highway 1 in Hancock, Maine of the following property:

**Property description:** Certain property situated generally at 1424 U.S. Highway 1 in Hancock, Maine, and further as described in the mortgage deeds recorded in the Hancock Registry of Deeds in Vol. 3995, Page 327 and Vol. 4236, Page 28. Reference Hancock Tax Map \_\_, Lot \_\_. Reference should also be had to the mortgage deeds 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 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, is \$25,000.00 in certified funds payable to Michael S. Haenn IOLTA. The highest bidder will be required to execute a purchase and sale agreement with Machias Savings Bank. 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 further information please contact Central Maine Auction Center, 44 Concord Drive, Hermon, Maine 04401. (207)848-7027. [www.cmauctioncenter.com](http://www.cmauctioncenter.com)

Michael S. Haenn, Esq., Attorney for Machias Savings Bank, P.O. Box 915, Bangor, Maine 04402. [www.haennlaw.com](http://www.haennlaw.com)