

STATE OF MAINE  
FRANKLIN, ss.

DISTRICT COURT  
DISTRICT TWELVE  
Location: Farmington  
Docket No. FAR-RE-2009-37

ANDROSCOGGIN SAVINGS BANK, )  
 )  
Plaintiff )  
 )  
vs. )  
 )  
DEWILDT EXCAVATING, LLC, )  
LOUIS H. DEWILDT, and )  
JOYCE E. DEWILDT, )  
 )  
Defendants )

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

Androscoggin Savings Bank and Keenan Auction Company have provided the information contained in this bid package to persons interested in bidding for the property described herein. Each believes the information contained herein to be accurate and complete. **However, neither Androscoggin Savings Bank nor Keenan Auction Company, nor their respective agents, employees or attorneys, make any warranties of any kind as to the accuracy or completeness of the information contained herein.** Prospective bidders are urged to make such an independent investigation as to each of those matters to which an ordinary and prudent buyer would inquire.

For further information regarding the sale please contact Keenan Auction Company:

Keenan Auction Company ■ One Runway Road, South Portland, ME 04106 ■ 207-885-5100 ■ [www.keenanauction.com](http://www.keenanauction.com) ■ Auctioneer

Michael S. Haenn, Esq., 88 Hammond Street, Bangor, ME 04401 ■ 207-990-4905 ■ Attorney for Androscoggin Savings Bank

**TERMS AND CONDITIONS OF PUBLIC SALE**

*Androscoggin Savings Bank v. deWildt Excavating, LLC et al.*

25 Lake School Road  
Rt. 4 & Maxwell Road  
Jay, Maine

The following are the terms of the public sale of the properties described in the mortgage deeds of Louis H. deWildt and Joyce E. deWildt to Androscoggin Savings Bank ("ASB") dated May 8, 2007 and recorded in the Franklin Registry of Deeds in Vol. 2901, Page 265 and Vol. 2901, Page 275. The mortgage interests being foreclosed are also described in more detail in the Order and Judgment of Foreclosure dated August 11, 2009 and entered by the Maine District Court (at Farmington) in the action docketed as *Androscoggin Savings Bank v. DeWildt Excavating, LLC et al.*, Docket No. FAR-RE-2009-37.

**Date/Place of Sale** - January 15, 2010 commencing at 2:00 p.m. at 25 Lake School Road in Jay, Maine.

**Nature of Sale** - ASB is foreclosing the real estate mortgages described above. The public sales of the properties are 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 *Franklin Journal* on December 11, 18, and 25, 2009, including but not limited to the following: (i) a deposit to bid of \$10,000.00 in certified funds, payable to Keenan Auction Company, for each parcel; and (ii) the balance of the purchase price for each parcel is due and payable within 30 days of the public sale. All deposits from the highest bidders are non-refundable.

(b) ASB makes no warranties of any kind whatsoever regarding its title to the properties; or the physical condition, location or value of the properties; 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 properties will be sold subject to all outstanding tax liens and municipal encumbrances, whether or not of record in the Franklin Registry of Deeds, as well as all real estate transfer taxes.

(d) No personal property is being sold with the real estate, 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 ASB 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, ASB reserves the right to either hold a new sale or to contact the next highest bidder and allow that party to purchase the forfeited real estate for the next highest bid as the assignee of the highest bidder. ASB disclaims any responsibility for providing notice of any kind to any person subsequent to the public sale.

(f) ASB 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 ASB.

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

**Purchase and Sale Agreement** - the highest bidders for the properties will be required to execute a Purchase and Sale Agreement with ASB, and which must be executed immediately after the close of bidding.

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

Dated: January 15, 2010

Keenan Auction Company ■ One Runway Road, South Portland, ME  
04106 ■ 207-885-5100 ■ [www.keenanauction.com](http://www.keenanauction.com) ■ Auctioneer

Michael S. Haenn, Esq. ■ 88 Hammond Street, Bangor, ME 04401 ■  
207-990-4905 ■ Attorney for Androscoggin Savings Bank

**PURCHASE AND SALE AGREEMENT**

[25 Lake School Road]

AGREEMENT made as of this 15<sup>th</sup> day of January, 2010 by and between the following parties:

**Seller:** Androscoggin Savings Bank, a Maine corporation with a place of business in Lewiston, 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 25 Lake School Road in Jay, Maine, and more particularly described in the mortgage deed of Louis H. deWildt and Joyce E. deWildt dated May 8, 2007 and recorded in the Franklin Registry of Deeds in Vol. 2901, Page 265 ("the Property").

2. **Basic Terms of Transfer.** Seller hereby agrees to transfer, and Buyer agrees to purchase, the Property February 14, 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 Franklin Registry of Deeds on the date of closing, and further

subject to all real estate transfer taxes assessed by the State of Maine, all of which are entirely the responsibility of Buyer.

(e) Buyer specifically and affirmatively waives the right to request any writ of possession from Seller and for the Property.

(f) conveyance is further subject to the terms and conditions of sale as announced at the public sale of the Property on January 15, 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 non-refundable 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 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 Androscoggin 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:

**ANDROSCOGGIN SAVINGS BANK**

\_\_\_\_\_

By: \_\_\_\_\_  
Curtis W. Orlasky  
Its Collections Manager

\_\_\_\_\_

\_\_\_\_\_  
**Buyer** - SS#/EID

\_\_\_\_\_

\_\_\_\_\_  
**Buyer** - SS#/EID

**Disclaimer:** Please read this Purchase and Sale Agreement carefully. Neither Seller nor the auctioneer, nor their respective agents, employees or attorneys, make any warranties or representations of any kind to Buyer beyond those expressly set forth in this Agreement. Further, none of such persons offer any advice to you as to any aspect of the arrangement reflected by, or contemplated by, the foregoing.

Counsel for Seller: Michael S. Haenn, Esq., 88 Hammond Street, Bangor, Maine 04401. 207-990-4905.

**RELEASE DEED**

[25 Lake School Road]

**Androscoggin Savings Bank**, a Maine corporation with a place of business in Lewiston, County of Androscoggin and State of Maine, for consideration paid, releases to \_\_\_\_\_ **[Buyer]** \_\_\_\_\_, certain real property situated in Jay, County of Franklin and State of Maine, and more particularly bounded and described as follows:

A certain lot or parcel of land, with the buildings thereon, situated in the Town of Jay, Franklin County, State of Maine, bounded and described as follows:

Southerly by the cross road leading from the Old Jay Road, now known as the Keep Road, so called, to State Highway No. 4 past the premises hereby conveyed; westerly by land now or formerly of Leo Grover and Estelle Grover and by the Old Jay Road, now known as the Keep Road; northerly by land now or formerly of Reginald Mosher, being the old Sanborn Orchard, so-called, and land now or formerly of Frank Knox; easterly by State Highway No. 4; being all and the same premises as those described in a deed from David T. Donald to John S. Donald, Sr. and Georgina D. Donald dated November 24, 1951 and recorded in the Franklin County Registry of Deeds in Book 352, Page 43, except for land on the southerly side taken for widening of State Highway No. 4. This is given subject to the division of the fence between the above premises and land of said Grovers as described in a deed from Oliver Dunnell to Nancy E. Dunnell and E.E. Walker dated November 10, 1888 and recorded in the Franklin County Registry of Deeds in Book 115, Pages 380 and 381.

Excepting and Reserving to, Beryl W. Donald, a certain lot or parcel of land, situated in the Town of Jay, Franklin County, State of Maine, bounded and described as follows:

Beginning at a point on the easterly sideline of the Keep Road, so-called, said point being six hundred forty-five (645) feet, more or less, southerly from the northwesterly corner of the above-described parcel and being near the end of a stone wall; thence in an easterly direction along a stonewall a distance of two hundred ten (210) feet, more or less, to an iron pin set in or near the stonewall; thence in a southerly direction a distance of four hundred twenty (420) feet, more or less, to an iron pin; thence westerly on a course parallel to the first mentioned bound a distance of two hundred ten (210) feet, more or less, to an iron pin set on the easterly sideline of the Keep Road; thence northerly along the easterly sideline of the Keep Road a distance of four hundred twenty (420) feet, more or less, to an iron pin and the point of beginning.

The premises herein conveyed is subject to the restrictions that it will not have mobile homes placed on it or be further

subdivided during the lifetime of Beryl W. Donald.

Excepting and reserving land described in a deed from David T. Donald and Beryl W. Donald to Dexter A. Nadeau and Pamela G. Nadeau dated May 5, 1966 and recorded in the Franklin County Registry of Deeds at Book 403, Page 213.

Meaning and intending to convey a portion and a portion only of land described in a deed from John S. Donald, Jr., W. George Donald, Fanny D. Koljonen, Alexander J. Donald, David T. Donald and Evelyn D. Durrell to David T. Donald and Beryl W. Donald dated June 17, 1961 and recorded in the Franklin County Registry of Deeds at Book 362, Page 536.

David T. Donald died on June 30, 2006, leaving Beryl W. Donald the sole surviving joint tenant.

Subject to all municipal liens and encumbrances, including but not limited to real property taxes, whether or not of record in the Franklin 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 Louis H. deWildt and Joyce E. deWildt dated May 8, 2007 and recorded in the Franklin Registry of Deeds in Vol. 2901, Page 265. The Grantor foreclosed said mortgage deed in an action commenced in the Maine District Court (at Farmington) in the action docketed as *Androscoggin Savings Bank v. DeWildt Excavating, LLC, Inc. et al.*, Docket No. FAR-RE-2009-37, 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: *Franklin Journal*.  
Dates of publication: December 11, 18, and 25, 2009.  
Sale date: January 15, 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, Androscoggin Savings Bank has caused this instrument to be executed by Curtis W. Orlasky, Its Collections Manager duly authorized as of this \_\_\_\_\_ day of January, 2010.

Witness:

**ANDROSCOGGIN SAVINGS BANK**

\_\_\_\_\_

By: \_\_\_\_\_  
Curtis W. Orlasky  
Its Collections Manager

State of Maine  
Androscoggin, ss.

January \_\_\_\_, 2010

Personally appeared the above-named Curtis W. Orlasky, Collections Manager of Androscoggin 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:

**PURCHASE AND SALE AGREEMENT**

[Rt. 4 /Maxwell Road]

AGREEMENT made as of this 15<sup>th</sup> day of January, 2010 by and between the following parties:

**Seller:** Androscoggin Savings Bank, a Maine corporation with a place of business in Lewiston, 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 Rt. 4 and Maxwell Road in Jay, Maine, and more particularly described in the mortgage deed of Louis H. deWildt and Joyce E. deWildt dated May 8, 2007 and recorded in the Franklin Registry of Deeds in Vol. 2901, Page 275 ("the Property").

2. **Basic Terms of Transfer.** Seller hereby agrees to transfer, and Buyer agrees to purchase, the Property February \_\_, 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 Franklin Registry of Deeds on the date of closing, and further

subject to all real estate transfer taxes assessed by the State of Maine, all of which are entirely the responsibility of Buyer.

(e) Buyer specifically and affirmatively waives the right to request any writ of possession from Seller and for the Property.

(f) conveyance is further subject to the terms and conditions of sale as announced at the public sale of the Property on January \_\_, 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 non-refundable 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 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 Androscoggin 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: **ANDROSCOGGIN SAVINGS BANK**

\_\_\_\_\_  
By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
**Buyer** - SS#/EID

\_\_\_\_\_  
**Buyer** - SS#/EID

**Disclaimer:** Please read this Purchase and Sale Agreement carefully. Neither Seller nor the auctioneer, nor their respective agents, employees or attorneys, make any warranties or representations of any kind to Buyer beyond those expressly set forth in this Agreement. Further, none of such persons offer any advice to you as to any aspect of the arrangement reflected by, or contemplated by, the foregoing.

Counsel for Seller: Michael S. Haenn, Esq., 88 Hammond Street, Bangor, Maine 04401. 207-990-4905.

**RELEASE DEED**

[Rt. 4/Maxwell Road]

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

A certain lot or parcel of land, with the buildings thereon, situated in the Town of Jay, Franklin County, State of Maine, bounded and described as follows:

Commencing at an iron pin located on the westerly side of Route #4 in the Town of Jay, Franklin County, State of Maine, and at the southerly corner of land now or formerly of Eldred D. Rolfe and James Jellison; thence North 15° West four hundred sixty-nine (469) feet along a stone wall to the southerly corner of land now or formerly of Howard E. Kyes and Carlton F. Scott; thence continuing in the same direction along land now or formerly of said Kyes and Scott three hundred fifty-six (356) feet to an iron pin; thence South 82° West three hundred thirty-one (331) feet along land now or formerly of said Kyes and Scott to an iron pin; thence in the same direction along land now or formerly of said Kyes and Scott eight (8) feet to a second iron pin on the easterly side of former Route #4; thence southerly along former Route #4 one hundred seventy-two (172) feet to an iron pin; thence South 18° East five hundred nineteen (519) feet to pole #6; thence slightly South of East along land retained by the Grantor two hundred forty-five (245) feet, more or less, to an iron pin; thence slightly West of South along land retained by the Grantor ninety-five (95) feet, more or less, to an iron pin; thence easterly along land retained by the Grantor one hundred (100) feet, more or less, to an iron pin on the westerly bounds of said Route #4; thence northerly along the westerly bounds of said Route #4, one hundred (100) feet, more or less, to an iron pin at the southerly corner of land now or formerly of said Rolfe and Jellison and that point of beginning.

Excepting and reserving land described in a deed from Arthur W. Van Zwoll to William Oldenburg dated September 4, 1985 and recorded in the Franklin County Registry of Deeds at Book 850, Page 45.

Most of the metes and bounds are taken from a map entitled "Land of Albert Bennett" by Acme Engineering & Design, Inc., approved by Irvin L. Cirks and dated May 27, 1975. Said plan was approved June 10, 1975 and recorded June 11, 1975 in Book 138 ½, Page 16 of the Franklin County Registry of Deeds. Other portions of this description were prepared from information provided by the parties.

Subject to all municipal liens and encumbrances, including

but not limited to real property taxes, whether or not of record in the Franklin 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 Louis H. deWildt and Joyce E. deWildt dated May 8, 2007 and recorded in the Franklin Registry of Deeds in Vol. 2901, Page 275. The Grantor foreclosed said mortgage deed in an action commenced in the Maine District Court (at Farmington) in the action docketed as *Androscoggin Savings Bank v. DeWildt Excavating, LLC, Inc. et al.*, Docket No. FAR-RE-2009-37, 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: *Franklin Journal*.  
Dates of publication: December 11, 18, and 25, 2009.  
Sale date: January 15, 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, Androscoggin Savings Bank has caused this instrument to be executed by Curtis W. Orlasky, Its Collections Manager duly authorized as of this \_\_\_\_\_ day of January, 2010.

Witness:

**ANDROSCOGGIN SAVINGS BANK**

\_\_\_\_\_

By: \_\_\_\_\_  
Curtis W. Orlasky  
Its Collections Manager

State of Maine  
Androscoggin, ss.

January \_\_\_\_\_, 2010

Personally appeared the above-named Curtis W. Orlasky, Collections Manager of Androscoggin 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 dated August 11, 2009 and entered by the Maine District Court (at Farmington) in the action entitled *Androscoggin Savings Bank v. DeWildt Excavating, LLC et al.*, Docket No. FAR-RE-2009-37, and wherein the Court adjudged a foreclosure of mortgage deeds granted by Louis H. deWildt and Joyce E. deWildt dated May 8, 2007 and recorded in the Franklin Registry of Deeds in Vol. 2901, Page 265 and Vol. 2901, Page 275; the period of redemption from said judgment having expired; a public sale will be conducted on January 15, 2010 commencing at 2:00 p.m. at 25 Lake School Road in Jay, Maine. The properties are also described on the Jay Tax Maps as Map \_\_\_\_, Lot \_\_\_\_ (25 Lake School Road) and Map \_\_\_\_, Lot \_\_\_\_ (Rt. 4/Maxwell Road). Reference should be had to said mortgage deeds for a more complete legal description of the properties to be conveyed.

Each property will be sold by public auction subject to all outstanding municipal assessments. The deposit to bid for each parcel is \$10,000.00, with the balance due and payable within 30 days of the public sale. Conveyance of the properties will be by release deeds. All other terms will be announced at the public sale.