

<b>2018 Foreclosure Properties</b>				
<b>Map and Lot</b>	<b>Location</b>	<b>Book and Page</b>	<b>Amount Owed</b>	<b>Comment</b>
R10-083	434 Town Farm Road	Bk 404 Pg 554	\$3,246.51	0.95 acre land/Building
R11-026	Skunk Hollow Road	Bk 1149 Pg 324	\$366.77	0.18 acre land
R14-035	471 Clover Mill Road	Bk 2943 Pg 045	\$11,233.82	0.98 acre land/Building
U01-010	1158 Farmington Falls Road	Bk 3541 Pg 270, Bk 3541 Pg 269	\$14,992.95	0.93 acre land
U01-034	106 Philbrick Street	Bk 2302 Pg 077	\$6,923.35	0.29 acre land/Building
U30-048	161 Marvel Street	Bk 1051 Pg 099	\$1,230.31	0.28 acre land
		<b>Total Outstanding Taxes</b>	<b>\$37,993.71</b>	










**Farmington**

Map Lot R11-026

Account 609

Location SKUNK HOLLOW RD

Card 1 Of 1 5/15/2018

<b>Building Style</b>			<b>SF Bsmt Living</b>			<b>Layout</b>					
1.Conv.	5.Colonial	9.Other	Fin Bsmt Grade			1.Typical	4.	7.			
2.Ranch	6.Cape	10.	Replacemt Window			2.Inadeq	5.	8.			
3.R Ranch	7.Contemp	11.A-Frame	Heat Type <b>100%</b>			3.Poor	6.	9.			
4.Split L	8.Log	12.CONDO	1.HWBB	5.FWA	9.No Heat	<b>Attic</b>					
<b>Dwelling Units</b>			2.HWCI	6.Monit	10.RADIANT	1.1/4 Fin	4.Full Fin	7.			
<b>Other Units</b>			3.H Pump	7.Electric	11.	2.1/2 Fin	5.FI/Stair	8.			
<b>Stories</b>			4.Steam	8.FI/Wall	12.	3.3/4 Fin	6.	9.None			
1.1	4.1.5	7.	<b>Cool Type 100%</b>			<b>Insulation</b>					
2.2	5.1.75	8.	1.Refrig	4.W&C Air	7.	1.Full	4.Minimal	7.			
3.3	6.2.5	9.	2.Evapor	5.Air Ciru	8.	2.Heavy	5.	8.			
<b>Exterior Walls</b>			3.H Pump	6.	9.None	3.Capped	6.	9.None			
1.Wood	5.Stucco	9.Other	<b>Kitchen Style</b>			<b>Unfinished %</b>					
2.Vin/Al	6.Brick	10.Conc. Bd	1.Modern	4.Obsolete	7.	<b>Grade &amp; Factor</b>					
3.Compos.	7.Stone	11.	2.Typical	5.	8.	1.E Grade	4.B Grade	7.			
4.Asbestos	8.Concrete	12.	3.Old Type	6.	9.None	2.D Grade	5.A Grade	8.SC Grade			
<b>Roof Surface</b>			<b>Bath(s) Style</b>			3.C Grade	6.AA Grade	9.Same			
1.Asphalt	4.Composit	7.	1.Modern	4.Obsolete	7.	<b>SQFT (Footprint)</b>					
2.Slate	5.Wood	8.	2.Typical	5.	8.	<b>Condition</b>					
3.Metal	6.Other	9.	3.Old Type	6.	9.None	1.Poor	4.Avg	7.V G			
<b>SF Masonry Trm</b>			<b># Rooms</b>			2.Fair	5.Avg+	8.Exc			
<b>SPECIALIZED</b>			<b># Bedrooms</b>			3.Avg-	6.Good	9.Same			
<b>OPEN-4-CUSTOM</b>			<b># Full Baths</b>			<b>Phys. % Good</b>					
<b>Year Built</b>			<b># Half Baths</b>			<b>Funct. % Good</b>					
<b>Year Remodeled</b>			<b># Addn Fixtures</b>			<b>Functional Code</b>					
<b>Foundation</b>			<b># Fireplaces</b>			1.Incomp	4.Delap/Da	7.Craftsma			
1.Concrete	4.Wood	7.							2.O-Built	5.Bsmt	8.Style
2.C Block	5.Slab	8.							3.Damage	6.Common	9.None
3.Br/Stone	6.Piers	9.							<b>Econ. % Good</b>		
<b>Basement</b>									<b>Economic Code</b>		
1.1/4 Bmt	4.Full Bmt	7.							0.None	3.No Power	9.None
2.1/2 Bmt	5.Crawl	8.							1.Location	4.Generate	8.
3.3/4 Bmt	6.Frost/sl	9.None							2.Encroach	5.MH PARK	9.
<b>Bsmt Gar # Cars</b>									<b>Entrance Code 4 Unoccupied</b>		
<b>Wet Basement</b>									1.Interior	4.Vacant	7.
1.Dry	4.	7.							2.Refusal	5.Estimate	8.
2.Damp	5.	8.	3.Informed	6.LC	9.						
3.Wet	6.	9.	<b>Information Code 1 Owner</b>								
			1.Owner	4.Agent	7.MB						
			2.Relative	5.Estimate	8.RS						
			3.Tenant	6.JOD	9.DRB						

Date Inspected 1/05/2010

Additions, Outbuildings & Improvements									
Type	Year	Units	Grade	Cond	Phys.	Funct.	Sound Value		
					%	%		1.One Story Fram	
					%	%		2.Two Story Fram	
					%	%		3.Three Story Fr	
					%	%		4.1 & 1/2 Story	
					%	%		5.1 & 3/4 Story	
					%	%		6.2 & 1/2 Story	
					%	%		21.Open Frame Por	
					%	%		22.Endl Frame Por	
					%	%		23.Frame Garage	
					%	%		24.Frame Shed	
					%	%		25.Frame Bay Wind	
					%	%		26.1SFr Overhang	
					%	%		27.Unfin Basement	
					%	%		28.Unfinished Att	
					%	%		29.Finished Attic	



TOWN OF FARMINGTON PERS. IN POSS.

CD BANC LLC  
6650 VIA AUSTI PARKWAY  
SUITE 170  
LAS VEGAS NV 89119  
B2943P45

Previous Owner  
TOWN OF FARMINGTON  
153 FARMINGTON FALLS RD

FARMINGTON ME 04938  
Sale Date: 9/02/2014

Previous Owner  
GORDON, LEROY

P.O. BOX 481  
TEMPLE ME 04984  
Sale Date: 6/28/2007

Inspection Witnessed By:

X	Date	Date Insp.
No./Date	Description	Date Insp.

Notes:  
9/02/04 Mr Gordon said that property will be foreclosed on by EMC Mortgage 909 Hidden Ridge Ste200 Irving TX 75038  
ATTN: Crystal 1-800-325-4314 ext7341  
06/28/07 FORECLOSURE QUIT CLAIM

Farmington

Property Data			Assessment Record				
Neighborhood	21 RURAL 21		Year	Land	Buildings	Exempt	Total
Tree Growth Year	0		2004	12,100	9,200	0	21,300
TG management plan	0		2005	12,100	9,400	0	21,500
userdefined2	0		2006	13,900	10,800	0	24,700
Zone/Land Use	11 RURAL		2007	15,700	12,200	0	27,900
Secondary Zone	16 FARM and FOREST		2008	16,600	12,200	0	28,800
Topography	2 Rolling		2009	16,600	12,200	0	28,800
1.Level	4.Below St	7.Sloped	2010	15,500	12,200	0	27,700
2.Rolling	5.Low	8.Stp Slop	2011	15,500	12,200	0	27,700
3.Above St	6.Swampy	9.	2013	26,800	13,200	0	40,000
Utilities	4 WELL	6 Septic System	2014	26,800	13,200	0	40,000
1.Public	4.Well	7.Cesspool	2015	27,000	13,000	0	40,000
2.Water	5.Well	8.Elec onl	2016	27,000	13,000	0	40,000
3.Sewer	6.Septic	9.None	2017	27,000	13,000	0	40,000
Street	1 Paved						
1.Paved	4.Proposed	7.Priv R/W					
2.Semi Imp	5.old rd	8.					
3.Gravel	6.Disc Rd	9.None					
NAME CODE 1	0						
SEE NEXT YEAR	0						
Sale Data							
Sale Date							
Price							
Sale Type							
1.Res-land	4.MoHo/lot	7.Condo					
2.Res L&B	5.Comm Ld	8.MovMoHo					
3.Building	6.Comm L&B	9.Pk Moho					
Financing							
1.Convent	4.Seller	7.					
2.FHA/VA	5.Private	8.					
3.Assumed	6.Cash	9.Unknown					
Validity							
1.Valid	4.Split	7.Stat Chg					
2.Related	5.Partial	8.Other					
3.Distress	6.Exempt	9.2-townor					
Verified							
1.Buyer	4.Agent	7.Family					
2.Seller	5.Pub Rec	8.Other					
3.Lender	6.MLS	9.					
Land Data							
Front Foot	Type	Effective	Influence		Influence Codes		
11.Regular Lot		Frontage	Depth	Factor	Code	1.Unimproved	
12.Delta Triangle				%		2.Excess Frtg	
13.Nabla Triangle				%		3.Topography	
14.Rear Land				%		4.Size/Shape	
15.Miscellaneous				%		5.Access	
				%		6.Restriction	
				%		7.Corner Infl	
				%		8.View/Environ	
				%		9.Fract Share	
				%		Acres	
				%		30.Rear Land 41-7	
				%		31.Rear Land 71+	
				%		32.Cropland	
				%		33.Blueberry Land	
				%		34.Horti Land I	
				%		35.Horti Land II	
				%		36.Pasture Land	
				%		37.Softwood TG	
				%		38.Mixed Wood TG	
				%		39.Hardwood TG	
				%		40.Wasteland	
				%		41.Gravel Pit	
				%		42.Mobile Home Si	
				%		43.Condo Site	
				%		44.Road Frontage	
				%		45.Subdivision Lo	
				%		46.Mobile/House s	
Square Foot	Square Feet						
16.PRIM LOT (COMM				%			
17.Sec'd Lot (Com				%			
18.Excess Land				%			
19.Condominium				%			
20.APT PARCEL				%			
Fract. Acre	Acres						
21.BASE LOT	21	0.98	100	%	0		
22.Vacant BASE LO	44	360.00	50	%	0		
23.Misc (Fract)				%			
24.Base or Fm Stw				%			
25.Base or Fm Mix				%			
26.Pond				%			
27.Farmld Hardwoo				%			
28.Rear Land TO 2				%			
29.Rear Land 21-4				%			
		<b>Total Acreage</b>	0.98				





TEMPLE

44  
194 AC

44-2  
44-1

48A  
189 AC

36A  
23 AC

36  
31 AC

27A  
126.66 AC

26-O  
13.93 AC

27B

27  
4.8 AC

PORTER

28  
10 AC

26K  
10 AC

31  
28 AC

30  
5 AC

84  
83  
82  
81

CLOVER  
MILL

33C  
7 AC

33B  
5.36 AC

33  
3 AC

32  
33F

33D

33A

33G

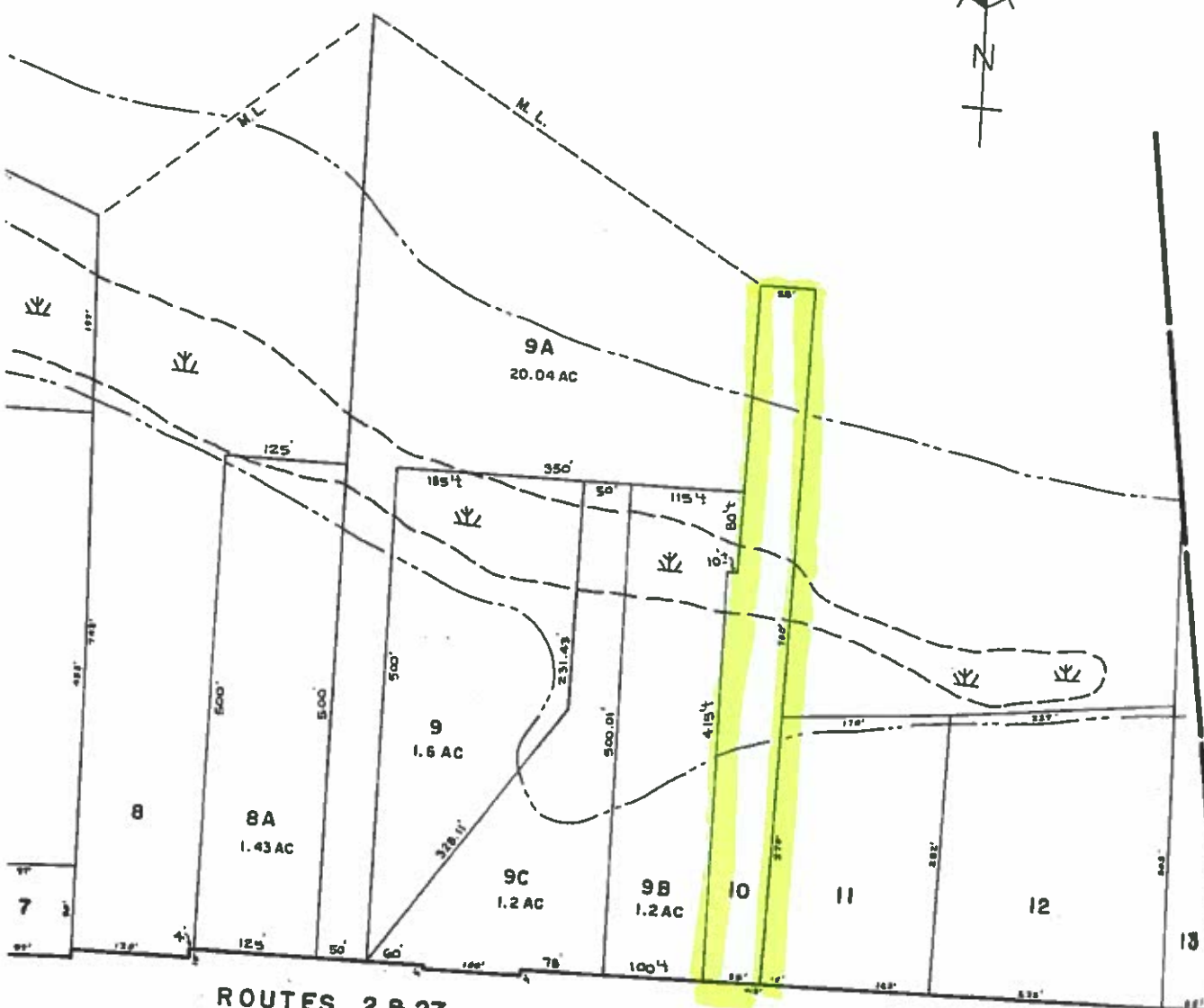
33E  
37.1 AC

R14-035



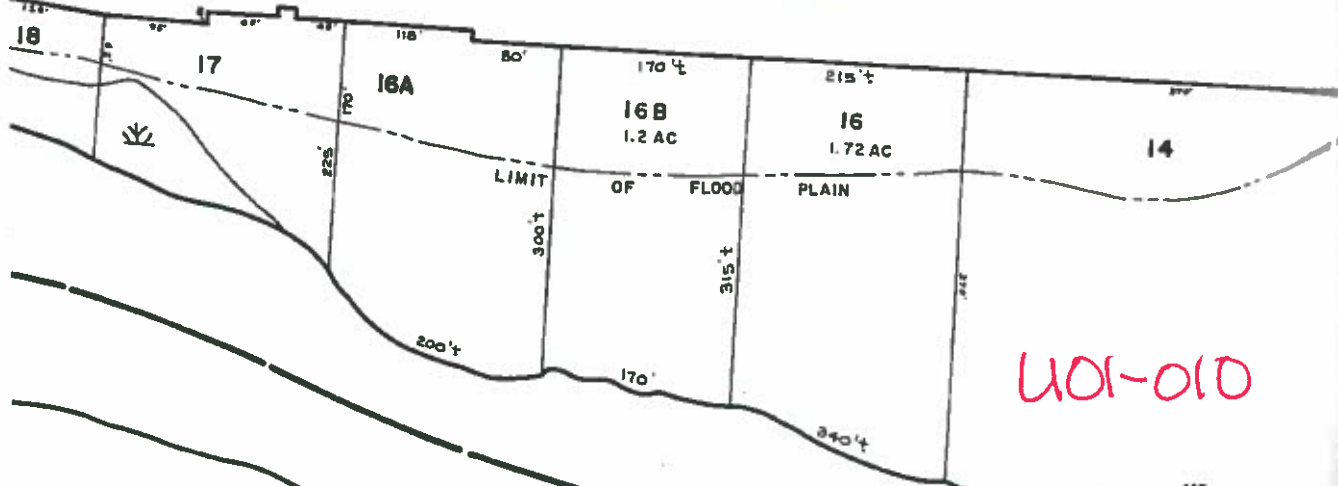


R-1



NEW SHARON

ROUTES 2 & 27



UOI-010

TYLER, TOBY W

63 FLAGG RD

NEW SHARON ME 04955  
B2302P77

Previous Owner  
TYLER, NANCY

PO BOX 11  
FARMINGTON FALLS ME 04940

Inspection Witnessed By:

No./Date	Description	Date Insp.
X		

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Farmington

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FARMINGTON FALLS ROAD

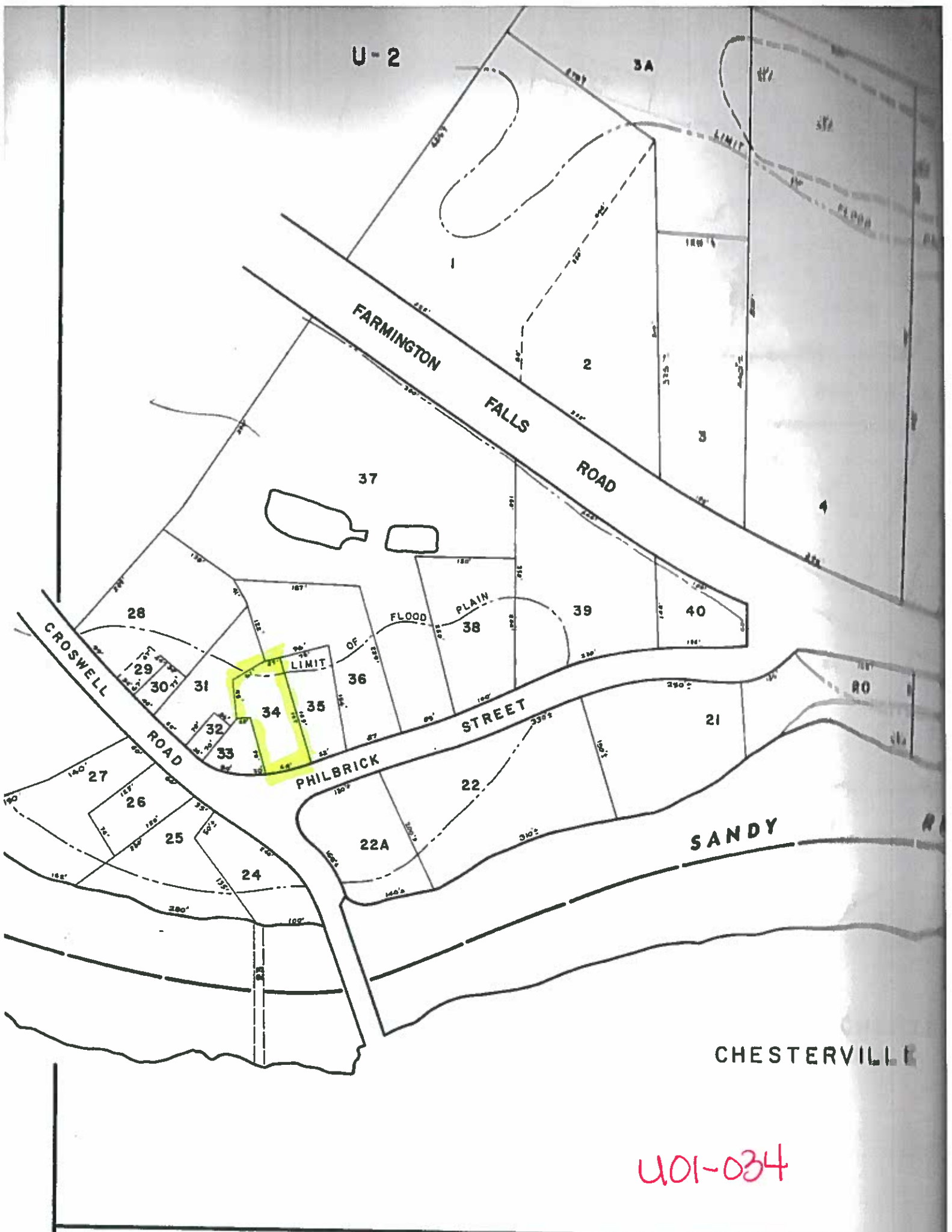
CROSWELL ROAD

PHILBRICK STREET

SANDY

CHESTERVILLE

U01-034





WEEKS, HELEN A., PERSONAL REP

C/O FORREST ALLEN  
524 5TH STREET SW  
MASSILLON OH 44647  
B1051P99

Property Data			Assessment Record								
Neighborhood 65 West Farmington Village			Year	Land	Buildings	Exempt	Total				
Tree Growth Year 0			2004	8,100	0	0	8,100				
TG management plan 0			2005	8,100	0	0	8,100				
userdefined2 0			2006	9,300	0	0	9,300				
Zone/Land Use 12 URBAN			2007	10,500	0	0	10,500				
Secondary Zone 13 RESIDENTIAL			2008	11,400	1,200	0	12,600				
Topography 1 Level w/Street			2009	11,400	0	0	11,400				
1.Level 4.Below St 7.Sloped			2010	11,400	0	0	11,400				
2.Rolling 5.Low 8.Stp Slop			2011	11,400	0	0	11,400				
3.Above St 6.Swampy 9.			2013	12,000	200	0	12,200				
Utilities 1 All Public			2014	12,000	200	0	12,200				
1.Public 4.Well 7.Cesspool			2015	12,000	0	0	12,000				
2.Water 5.Well 8.Elec onl			2016	12,000	0	0	12,000				
3.Sewer 6.Septic 9.None			2017	12,000	0	0	12,000				
Street 1 Paved											
1.Paved 4.Proposed 7.Priv R/W											
2.Semi Imp 5.old rd 8.											
3.Gravel 6.Disc Rd 9.None											
NAME CODE 1 0											
SEE NEXT YEAR 0											
Sale Data			Land Data								
Sale Date			Front Foot	Type	Effective		Influence		Influence Codes		
Price					Frontage	Depth	Factor	Code			
Sale Type					11.Regular Lot		%			1.Unimproved	
1.Res-land 4.MoHo/lot 7.Condo					12.Delta Triangle		%			2.Excess Frtg	
2.Res L&B 5.Comm Ld 8.MovMoHo					13.Nabla Triangle		%			3.Topography	
3 Building 6.Comm L&B 9.Pk Moho			14.Rear Land		%		4.Size/Shape				
Financing			15.Miscellaneous		%		5.Access				
1.Convent 4.Seller 7.			Square Foot	Square Feet					6.Restriction		
2.FHA/VA 5.Private 8.					16.PRIM LOT (COMM)		%		7.Corner Infl		
3.Assumed 6.Cash 9.Unknown					17.Sec'd Lot (Com)		%		8.View/Environ		
Validity					18.Excess Land		%		9.Fract Share		
1.Valid 4.Split 7.Stat Chg					19.C Condominium		%		Acres		
2.Related 5.Partial 8.Other			20.APT PARCEL		%		30.Rear Land 41-7				
3.Distress 6.Exempt 9.2-townor			Fract. Acre	Acreage/Sites					31.Rear Land 71+		
Verified					21.BASE LOT	22	0.28	100	%	0	32.Cropland
1.Buyer 4.Agent 7.Family					22.Vacant BASE LO				%		33.Blueberry Land
2.Seller 5.Pub Rec 8.Other					23.Misc (Fract)				%		34.Horti Land I
3.Lender 6.MLS 9.					Acres				%		35.Horti Land II
			24.Base or Frm Stw				%		36.Pasture Land		
			25.Base or Frm Mix				%		37.Softwood TG		
			26.Pond				%		38.Mixed Wood TG		
			27.Farmld Hardwoo				%		39.Hardwood TG		
			28.Rear Land TO 2				%		40.Wasteland		
			29.Rear Land 21-4				%		41.Gravel Pit		
			<b>Total Acreage</b>		<b>0.28</b>				42.Mobile Home Si		
									43.Condo Site		
									44.Road Frontage		
									45.Subdivision Lo		
									46.Mobile/House s		

Inspection Witnessed By:

No./Date	Description	Date Insp.
X		

Notes:  
8/18/04 LETTER FROM HELEN WEEKS 12845 POINT PLEASANT DR., FAIRFAX, VA 22033 . STATES THAT HAROLD ALLEN DECEASED 06/12/04 AND ALL INFORMATION IS TO NOW BE SENT C/O CLYDE MEADER.  
05/09/06 HELEN WEEKS CHANGED ADDRESS INFO AGAIN.





U-29

U-29

U-31

U30-048

## AUCTION SALE AND CLOSING AGENDA

### A. Prior to auction.

1. The Town directs any inquiries from prospective bidders to Harris Real Estate.
2. Harris Real Estate distributes whatever information about the properties they deem advisable, along with the form Purchase and Sale Agreement, the form Terms and Conditions of Sale, and the form Quitclaim Deeds to any person who inquires about the auction.
3. If a delinquent taxpayer timely pays the sum demanded in the curative notice sent to him or her, the associated property is removed from the list of properties to be auctioned and any tax collector's lien certificates for taxes that have been paid are discharged by the Town.

### B. At the auction.

1. The form Purchase and Sale Agreement, Terms and Conditions of Sale, and Quitclaim Deed are made available for inspection by those in attendance.
2. Adrian collects the earnest money deposits to bid, reads the Terms and Conditions of Sale to those in attendance, and performs his usual auction-related activities.
3. After the Town's interest in a property has been auctioned, the highlighted blanks on the Purchase and Sale Agreement relating to that property and its exhibits 1 (Terms and Conditions of Sale) and 2 (form deed) are filled in and the Purchase and Sale Agreement and Exhibit 1 (Terms and Conditions of Sale) are signed and dated by the buyer(s) and the Town Manager.
4. Each buyer is given a copy of the signed Purchase and Sale Agreement and Exhibits 1 and 2. The Town retains the originals.
5. The buyer is given the bill for the 2018 taxes, to be paid at the closing, as per the Purchase and Sale Agreement and Terms and Conditions of Sale.
6. The Treasurer deposits the earnest money funds that were collected by Adrian.

### C. Before the Selectmen's meeting on July 10.

1. The Treasurer completes each deed (which have been sent as word documents) with the buyers' information and prints the same.

D. At the Selectmen's meeting on July 10.

1. The Selectmen sign and date the Quitclaim Deeds conveying the Town's interest in the properties that were bid on, making sure one of the Selectmen signs before a notary and the notary completes the acknowledgment for that Selectman on each deed. (Where there is more than one grantor on a deed, only one has to have his or her signature notarized.)

2. The signed and notarized Quitclaim Deeds are held in escrow by the Town Manager.

E. At the closings of the auction sales held on or before July 13, 2018 at 2:00 p.m. at the town office.

1. The Treasurer accepts cash or a certified bank check from the buyer for the remaining balance due on the purchase price, and the buyer pays the current-year (2018) taxes.

2. The Town Manager and each buyer sign and date the transfer form. The Town Manager delivers each original transfer form to the buyer and makes a copy for the Town's records.

3. The Town Manager makes a copy of each original deed for the Town's records and gives the original deed to each buyer, advising the buyer to record the deed.

4. Because the recording of a deed from the Selectmen effects a complete and final discharge of any and all recorded tax collector's lien certificates, there is no need for the tax collector to discharge any of those recorded lien certificates.

5. The Treasurer completes 1099s for each sale, if the Town's accountants says they are necessary.

**PURCHASE AND SALE AGREEMENT**

THIS AGREEMENT of Sale is made and entered into this 13th day of June, 2018, by and between **THE INHABITANTS OF THE TOWN OF FARMINGTON** of 153 Farmington Falls Rd., Farmington, ME 04938, as foreclosing tax lien mortgagee (hereinafter referred to as "Seller"), and "Buyer" who is:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

WHEREAS, Seller instituted tax lien mortgage foreclosure proceedings by recording Tax Collectors' Lien Certificates in the Franklin County Registry of Deeds; and

WHEREAS, the period of redemption set by 36 M.R.S.A. §943 has expired; and

WHEREAS, in accordance with certain "Terms and Conditions of Sale," a copy of which is attached hereto and incorporated herein as Exhibit 1, a public sale by auction was held at the Community Center, on June 13, 2018, at 6:00 p.m.; and

WHEREAS, Buyer was the successful bidder for the all of the Seller's right, title, and interest, if any, in and to the premises referenced on Exhibit 2 attached hereto (said right, title, and interest, if any, hereinafter the "Property") and Buyer agrees to pay the total sum of \$ \_\_\_\_\_ for the same (the "Purchase Price"); and

WHEREAS, the terms of sale require Seller and Buyer to enter into a Purchase and Sale Agreement for said Property;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, Seller and Buyer agree as follows:

1. At the signing of this agreement, Buyer shall pay to Seller in cash, bank check, or certified funds, the sum of \$1,000.00, as a non-refundable downpayment (hereinafter "Deposit") on the Purchase Price;

2. Upon Buyer's payment of the sum of \$ \_\_\_\_\_, being the remainder of the Purchase Price, in certified bank check or certified U.S. funds, Seller shall convey to Buyer, by quitclaim deed without covenant, the Property.
3. The Property shall be conveyed without any representations or warranties whatsoever. The sale shall be made on an "as is, where is, and with all faults" basis, without any express or implied warranties of any kind or nature, and shall be subject to any condition which a title examination would reveal and any facts which an inspection or survey of the premises might show, such as persons in possession of the premises, or hazardous substances. Buyer shall, at his/her cost, pay any real estate transfer taxes assessed to Buyer and Seller.
4. The closing of this transaction shall be held on or before July 13, 2018, at 2:00 p.m., at the Town Office. Time is of the essence to this Agreement.
5. The Property shall be conveyed subject to all current Town of Farmington real estate taxes and sewer assessments (if any) and subject to all of the terms and provisions of the Terms and Conditions of Sale, all of which are incorporated herein by reference.
6. The downpayment paid by Buyer is non-refundable and will not bear interest. If Buyer fails to pay the Purchase Price in full by the time set forth herein and/or fails to comply with any other provisions of this Agreement, Seller may retain the full deposit as damages. The downpayment shall not, under any circumstances be considered as liquidated damages, and in the event of default, Buyer shall be liable for the entire deficiency between the price bid by Buyer and the sum for which the Property is sold to the second highest bidder or to the successful bidder at a second public sale, and also for any costs or expenses incurred on such resale, as set forth in the Terms and Conditions of Sale. The downpayment shall be applied as provided in the Terms and Conditions of Sale.
7. The risk of loss of the Property until closing is on the Seller. Buyer shall only be entitled to possession at closing. The Property may be occupied by third parties at the time of the Sale and closing, and the Property is sold subject to any claims such third parties may have to continue possession.

8. This Agreement may be executed in one or more duplicate counterparts, any one of which shall constitute an original for the purposes of enforcement.
9. Buyer shall not assign any of his rights under this agreement.
10. This Agreement completely expresses the obligations of the parties. Any verbal representations, statements and agreements are not valid unless contained herein. The Buyer is relying completely upon Buyer's own opinion as to the condition of the Property.

IN WITNESS WHEREOF, the parties, have hereto interchangeably executed this Agreement on the day and year first above written.

This is a sealed instrument.

Witness:

Seller: **TOWN OF FARMINGTON**

\_\_\_\_\_

By: Its Town Manager, duly authorized

\_\_\_\_\_

Buyer-Individually

\_\_\_\_\_

Buyer-Individually



**TAX COLLECTOR'S TAX LIEN FORECLOSURE SALE**

DATE OF PUBLIC AUCTION SALE:

June 13, 2018, at 6:00 p.m.

PLACE OF SALE: Community Center

127 Middle Street, Farmington, ME 04938

TERMS AND CONDITIONS OF SALE

This Sale is being held pursuant to 36 M.R.S.A. §943 and in execution of Tax Collector's Lien Certificates recorded in the Franklin County Registry of Deeds, brought by the Inhabitants of the Town of Farmington for the purpose of foreclosing the same, the statutory period of redemption having expired without redemption.

The Seller for this Sale will be the Inhabitants of the Town of Farmington (hereinafter "Seller" and "Town"), tax lien claimant.

The Sale will be conducted in accordance the following procedures and conditions and any additional terms and conditions announced at the auction:

1. The Property being sold is all of the Town's right, title, and interest, if any, in and to the premises with the above-designated Map and Lot number. The Property is being sold subject to any current real estate taxes on the premises, which the Buyer agrees to pay.
2. A deposit to bid on a Property must be left with the auctioneer prior to the auction pertaining to that Property, in postal money order, bank treasurer's check, or certified U.S. funds, of \$1,000.00, payable to the Town of Farmington. The deposit to bid becomes nonrefundable as to the successful bidder. Unsuccessful bidders' checks will be returned at the conclusion of the auction. There will be a ten percent (10%) buyer's premium added to the high bid price to equal the total purchase price. The successful bidder must enter into a written Purchase and Sale Agreement in the form available for inspection at the sale. At the closing of the sale, the entire unpaid balance must be paid in cash, bank treasurer's check, or certified U.S. funds, and the closing shall be held no later than thirty (30) days after the auction; provided, however, that the Town, in its sole discretion, may extend the time for closing. If the successful bidder fails to comply with all of the Terms of Sale, and the terms and conditions of the Purchase and Sale Agreement, the Property will, without further notice, either be sold to

the second highest bidder or resold at a re-advertised public sale, in the Town's sole discretion, and the defaulted bidder will be held liable for the deficiency between the original successful bid and the sum for which the Property is sold to the second highest bidder or to the successful bidder at the second public sale, and also for any costs or expenses incurred on such resale, including reasonable attorneys' fees. The deposit made by the defaulted bidder will be retained and applied first toward any such costs or expenses of resale; second, to any deficiency in price received in the resale; and third, to any broker's commission, incurred by the Town in reselling after the foreclosure sale if it remains the owner. Any excess remaining thereafter may be returned to the defaulted bidder.

3. At closing, which shall occur on or before July 13, 2018 at 2:00 p.m. at the Town Office, upon complying with all terms of sale and of the Purchase and Sale Agreement, the successful bidder as Buyer will receive from the Town a properly executed Quitclaim Deed without Covenant. The Property is being sold "AS IS, WHERE IS, AND WITH ALL FAULTS" and WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. The risk of loss after the foreclosure auction and before the closing is on the Seller. The Town does not warrant the premises to be free of occupants. The sale does not include any personal property or fixtures which can be removed from the premises.
4. While descriptions given are believed to be correct, the Town makes no warranties or guarantees, express or implied, as to genuineness, authenticity, or defects, assumes no liability for errors or omissions, and will not be held responsible for inaccuracies or discrepancies in any information provided about the premises. The Buyer assumes the risk of any defects, whether apparent, undisclosed, or hidden, including, but not limited to, the presence and cost of any removal of lead based paint or other hazardous or toxic substance. The Buyer acknowledges that any opportunity to inspect the premises has been waived, that such inspections as may have been possible have been made, and that no representations or warranties have been made or are being made by Town concerning the title to the property, its physical condition, the presence of lead based paint or other hazardous or toxic substances, or its compliance with any applicable zoning, environmental, or land use regulations, laws, or ordinances.
5. The Property will be conveyed subject to any water and

sewer charges for the current year, which will be the responsibility of the Buyer. The Buyer shall be responsible for recording the deed and paying the recording fee and State of Maine transfer tax, whether assessed to Buyer or Seller.

6. The sale is subject to all of the terms and conditions in the Purchase and Sale Agreement between the Town and Buyer.
7. The Seller and the auctioneer reserve the right, subject to applicable provisions of Maine Law, to: (i) refuse to accept any irregular bid or bids that do not comply with these Terms and Conditions of Sale; (ii) hold periodic recesses in the sale process; (iii) amend these Terms and Conditions of Sale orally or in writing, as they deem to be in the best interest of the Seller. The sale is subject to confirmation of the Seller.
8. The auction procedure shall be open and verbal. Unless otherwise stated, announcements made on the day of the sale will be subject to all printed material. The method, order of sale, and bidding increments shall be at the sole discretion of the auctioneer. The high bidder will be required to enter into a Purchase and Sale Agreement with the Seller at the conclusion of the auction.
9. Absentee or Proxy bids are subject to all Terms and Conditions of Sale as listed herein or announced at the public sale. Any party submitting a proxy bid must be available, or have a representative available, to execute a Purchase and Sale Agreement at the time of the sale, and such representative must provide documentation satisfactory to Auctioneer and/or Seller that the representative is duly and appropriately authorized to act on behalf of the parties submitting the proxy bid.
10. Buyer hereby acknowledges that he/she has waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards and has received a copy of the U.S. Environmental Protection Agency's pamphlet entitled "Protect Your Family From Lead In Your Home."

**TOWN OF FARMINGTON:**

By: its Town Manager, duly  
authorized

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**BUYER:**

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AttSJForePI/TermsOfSale.taxes (ToFF) .form

**MUNICIPAL QUIT CLAIM DEED**

**THE INHABITANTS OF THE MUNICIPALITY OF FARMINGTON**, a body corporate, located at 153 Farmington Falls Rd., Farmington, ME 04938, for consideration paid, releases to  
of

, any interest the grantor herein may have, by virtue of any late discharged or undischarged recorded liens for real estate taxes, in certain property in said Farmington, Franklin County, Maine, being a parcel of land with any buildings thereon, situated at \_\_\_\_\_, Farmington, shown on Tax Map \_\_\_\_\_ as Lot \_\_\_\_\_, further described in the deed from \_\_\_\_\_ to \_\_\_\_\_ dated \_\_\_\_\_, and recorded in the Franklin County Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_.

The purpose of this deed is to release such interest as the Town of Farmington may have, if any, in and to the above-described premises on account of undischarged recorded liens for real estate taxes, including to the extent applicable, the one at Book \_\_\_\_\_, Page \_\_\_\_\_; the one at Book \_\_\_\_\_, Page \_\_\_\_\_; the one at Book \_\_\_\_\_, Page \_\_\_\_\_; and the one at Book \_\_\_\_\_, Page \_\_\_\_\_ of the Franklin County Registry of Deeds.

The said Inhabitants of the Municipality of Farmington have caused this instrument to be signed in its corporate name by its Selectmen, duly authorized, this \_\_\_\_ day of \_\_\_\_\_, 2018.

**INHABITANTS OF THE  
MUNICIPALITY OF FARMINGTON**

Witness(es):

By: Its Selectmen

\_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

STATE OF MAINE  
Franklin, ss.

\_\_\_\_\_, 2018

Then personally appeared before me the above-named \_\_\_\_\_, being a Selectman of said body corporate and politic, and acknowledged the foregoing instrument to be his/her free act and deed, in his/her said capacity, and the free act and deed of said body corporate and politic.

\_\_\_\_\_  
NOTARY PUBLIC

Name:  
Commission expires:

(seal)