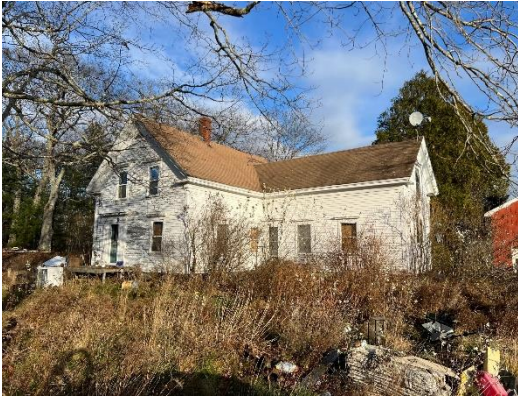




PROPERTY INFORMATION PACKAGE



Farmhouse, Outbuildings and Land 1165 West Alna Road, Alna, ME

Property Location: 1165 W Alna Road, Alna, ME

Property Number: R24-330

Live Bidding Time: Thursday, December 19th 2024 @ 1:00 pm

Preview Time: Monday, December 9th 2024 @ 12-1:00 pm

Live Bidding Location: On-Site

Acres: 55

Map/Lot: R05-47

Central Maine Auction Center 44 Concord Drive, Hermon, ME 04401 PH. (207) 848-7027

EMILY TILTON PH. (207) 735-8782 EMILY@CMAUCTIONCENTER.COM

WWW.CMAUCTIONCENTER.COM

CENTRAL MAINE AUCTION CENTER

44 CONCORD DRIVE, HERMON, MAINE 04401

(207) 848-7027 • CMAUCTIONCENTER.COM

NOTICE: ATTENTION ALL PROSPECTIVE BIDDERS

CENTRAL MAINE AUCTION CENTER IS ACTING SOLEY AS AGENT FOR THE SELLER

Dear Prospective Bidder:

First National Bank and Central Maine Auction Center, in conjunction with Realty of Maine would like to announce auction R24-330 consisting of real estate at 1165 W Alna Road, Alna, ME. The above property is subject to a \$10,000.00 deposit (nonrefundable to the highest bidder) in CASH or CERTIFIED U.S. FUNDS made payable to Pierce Atwood LLP (deposited with Auctioneer as qualification to bid). The property will be sold by public auction in as is-where is condition, subject to all outstanding municipal assessments.

All information contained in this document and/or any advertising and marketing material was obtained from sources deemed to be reliable. However, Central Maine Auction Center and the seller of this property and/or its agents make no warranties as to the accuracy, truthfulness and completeness of this information. First National Bank, Central Maine Auction Center and Realty of Maine make no warranties of any kind regarding its title to the property, physical condition, location, value, or compliance with any applicable federal, state or local law, ordinance and regulation, including zoning, or land use ordinances. Bidders must satisfy themselves to each of those matters as an ordinary and prudent buyer. For further information regarding the property, the public sale bidding details, and additional terms, contact Central Maine Auction Center directly.

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

Central Maine Auction Center is available to assist you with any questions you may have regarding the property or our auction process. Our friendly, professional staff is committed to providing quality service and look forward to seeing you on auction day.

BIDDER REGISTRATION FORM

The undersigned hereby registers to bid at the public foreclosure auction of premises located at and near 1165 West Alna Road, Alna, Maine, more particularly described in a Mortgage from Barbara J. Watkis to First National Bank dated July 18, 2019, recorded in the Lincoln County Registry of Deeds in Book 5408, Page 61. By signing this form, the undersigned acknowledges receipt of, and agrees to be bound by, all of the Terms and Conditions of Sale.

Dated: December 19, 2024

Signature

Name: _____

Address: _____

Phone: _____

NOTICE OF PUBLIC SALE
Pursuant to 14 M.R.S. § 6323
December 19, 2024 at 1:00 p.m.
Property at 1165 West Alna Road, Alna, Maine
Auction to be held at the Property at 1165 West Alna Road, Alna, Maine

Notice is hereby given that in accordance with a Stipulated Judgment of Foreclosure and Sale docketed August 27, 2024, entered by the Lincoln County Superior Court in the case of *First National Bank v. Christopher L. Brooks, as Special Administrator for the Estate of Barbara J. Watkis, et al.*, Docket No. LINS-C-RE-2023-20 (the “Judgment”), wherein the Court adjudged the foreclosure of a mortgage deed granted by Barbara J. Watkis to First National Bank dated July 18, 2019, recorded in the Lincoln County Registry of Deeds in Book 5408, Page 61 (the “Mortgage”), the period of redemption from said Judgment having expired, a public sale of the property described in the Mortgage will be conducted on December 19, 2024, commencing at 1:00 p.m., at the Property at 1165 West Alna Road, Alna, Maine.

The property will be sold by public auction subject to all outstanding municipal assessments and encumbrances. The deposit to bid is \$10,000.00 in U.S. funds by certified or bank check made payable to Pierce Atwood LLP, to be increased to ten percent (10%) of the bid amount within 5 days of the public sale, and with the balance due and payable within 30 days of the public sale. Conveyance of the property will be by release deed. All other terms and conditions of the sale will be available from the mortgagee’s attorney, Sonia J. Buck, Pierce Atwood LLP, Merrill’s Wharf, 254 Commercial Street, Portland, ME 04101; (207) 791-1238; sbuck@pierceatwood.com.

Dated: November 14, 2024

FIRST NATIONAL BANK

By: /s/ Sonia J. Buck
Sonia J. Buck
Its Attorney

TERMS AND CONDITIONS OF SALE

Mortgage Foreclosure Auction
1165 West Alna Road
Alna, Maine

December 19, 2024 at 1:00 p.m.

First National Bank, as foreclosing mortgagee (the “Mortgagee”), will conduct a public auction in order to sell a certain parcel of real estate located at 1165 West Alna Road, Alna, Maine (the “Property”), more particularly described in a Mortgage from Barbara J. Watkis to First National Bank dated July 18, 2019, recorded in the Lincoln County Registry of Deeds in Book 5408, Page 61 (the “Mortgage”).

1. Date/Place of Sale: The Property shall be sold on December 19, 2024, at the Property address, 1165 West Alna Road, Alna, Maine, commencing at 1:00 p.m. (the “Sale”).
2. Nature of Sale: The Mortgagee is foreclosing on the Mortgage described above. Sale will be by public sale pursuant to 14 M.R.S. § 6323.
3. Terms of Sale:
 - A. The sale of the Property is subject to all of those terms set forth in the Notice of Public Sale published in the Lincoln County News on November 14, 2024, November 21, 2024 and November 28, 2024, and the additional terms set forth below.
 - B. The Property shall be offered and sold as a single lot. The Property will be sold subject to and with the benefit of all easements, appurtenances, restrictive covenants, rights of way of record, and any easements, restrictions and rights of way which are disclosed in the Notice of Sale or which are of record or which are visible upon the face of the earth or as set forth in the Mortgagee’s form of Purchase and Sale Agreement, a copy of which is available from the Mortgagee’s attorney.
 - C. The Property is being sold “**AS IS, WHERE IS, AND WITH ALL FAULTS.**” The Mortgagee assumes that bidders have inspected the Property prior to the sale. The Property is offered for sale “**AS IS, WHERE IS, AND WITH ALL FAULTS**” **unrepaired and without any express or implied warranties of any kind or nature.** The Mortgagee, the Mortgagee’s attorney, their agents and subagents, assume no liability for errors or omissions in these Terms and Conditions of Sale or in any of the property listings or advertising or promotional/publicity statements and/or materials. Although information has been obtained from sources deemed reliable, the Mortgagee, the Mortgagee’s attorney, their agents and subagents make no guaranties as to the accuracy of the information herein contained or in any other property or listing or advertising or

promotional/publicity statements and materials. Any information provided by the Mortgagee, the Mortgagee's attorney, their agents or subagents regarding the Property is for informational purposes only, and cannot be relied upon for any purpose. No representations or warranties are made regarding any matter including, without limitation, the accuracy or completeness of any information or materials provided or any comments made by the Mortgagee, the Mortgagee's attorney, their agents or subagents or regarding the environmental or any other condition condition of the Property.

- D. A deposit to bid of \$10,000 must be left with the Mortgagee's attorney prior to the Sale. Each deposit must be in the form of a bank cashier's check payable to Pierce Atwood LLP. The deposit to bid is nonrefundable as to the highest bidder. Unsuccessful bidders' checks will be returned immediately after the auction. The high bidder will be required to increase the deposit to 10% of the purchase price within five (5) days of the Sale.
- E. The Property shall be sold subject to any outstanding real estate taxes assessed by and due and payable to the Town of Alna for real estate taxes due for the current year and any other unpaid assessments due to municipal or quasi-municipal corporations.
- F. The balance of the purchase price for the Property will be due and payable within 30 days of the Sale.
- G. The deed to the Property will be a Quitclaim Deed Without Covenant. The high bidder shall at his/her/its cost pay all real estate transfer taxes (including the Mortgagee's share), whether assessed to purchaser or the Mortgagee.
- H. The sale is subject to all of the terms set forth in the Mortgagee's form of Purchase and Sale Agreement, distributed by the Mortgagee's attorney to all registered bidders at the time of registration.
- I. If the high bidder for the Property defaults by failing to pay the full purchase price for the Property within the time specified in the Purchase and Sale Agreement, or if such high bidder otherwise breaches the terms of the sale, the Mortgagee may, in addition to all other remedies allowed by law or equity, retain the full Deposit. In addition, the Property may be resold in any manner to any party and any deficiency, together with all expenses and costs of resale (including attorneys' fees) will be paid by the defaulting high bidder. In addition, and at the Mortgagee's sole and exclusive option, the Mortgagee may have the rights under the Purchase and Sale Agreement assigned to the Mortgagee, or to the Mortgagee's nominee, without any other or further action by the defaulting high bidder.
- J. The Mortgagee reserves the right, subject to applicable provisions of Maine law, to: (i) refuse or accept any irregular bids; (ii) hold periodic recesses in the sale

process; (iii) continue the Sale from time to time without notice to any person; and (iv) amend the terms of the Sale as it deems in the best interest of the Mortgagee.

- K. A record of bidding will be maintained by the Mortgagee's attorney for the Mortgagee's own use. All persons present at the Sale and wishing to submit a bid must register and sign in with the Mortgagee's attorney and submit the requisite deposit in cash or certified funds prior to commencement of the bidding. The Mortgagee disclaims any responsibility for providing notice of any kind to any persons subsequent to the Sale on December 19, 2024.

4. Auction Procedure: Open and verbal. Unless otherwise announced, announcements made on the day of the sale will be subject to all printed material. Method, order of the Sale, and bidding increments shall be at the sole discretion of the Mortgagee's attorney. Reopenings of tie bids shall be determined by the Mortgagee's attorney. The Mortgagee's attorney reserves the right to modify the terms and structure of the Sale. The Mortgagee's attorney reserves the right to add to or change any of the terms and conditions of the Sale, to add or withdraw properties, and to adjourn, cancel, recess, delay or reschedule the Sale at any time before or during the auction.

5. Disclaimer: All bidders are invited to inspect the public records prior to making a bid. No warranties, guaranties or representations of any kind are made, and all warranties are disclaimed with respect to any improvements located on the Property, including improvements located underground, the location and/or boundaries of the Property or improvements thereon, title to the Property, environmental compliance, or its compliance with any applicable zoning, land use or hazardous waste regulations, laws or ordinances. The buyer shall assume responsibility and expense for any title search, title examination or title insurance. **THE MORTGAGEE EXPRESSLY AND SPECIFICALLY MAKES NO, AND SHALL MAKE NO, REPRESENTATIONS OR WARRANTIES REGARDING HAZARDOUS OR TOXIC WASTE, SUBSTANCES, MATTER OR MATERIALS, AS THOSE TERMS MAY BE DEFINED FROM TIME TO TIME BY APPLICABLE STATE, LOCAL AND FEDERAL LAWS, STORED OR OTHERWISE LOCATED ON ANY PARCEL.** The Mortgagee specifically disclaims, and buyer acknowledges that Mortgagee shall not be responsible for or obligated now or at any time in the future to, protect, exonerate, defend, indemnify and save buyer or its successors or assigns, harmless from and against any and all loss, damage, cost, expense, clean-up or liability, including, but not limited to, attorneys' fees and court costs, and including, but not limited to such loss, damage, cost, expense or liability, based on personal injury, death, loss or damage to property suffered or incurred by any person, corporation or other legal entity, which may arise out of the presence of any such hazardous or toxic waste, substance, matter or material on the premises.

6. Risk of Loss: The risk of loss with respect to the Property shall be with the high bidder therefor.

7. Possession: The high bidder for the Property shall only be entitled to possession at closing as set forth in the Purchase and Sale Agreement. 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. Bidder's Registration: By signing a Bidder Registration Form, each bidder is signing a written and binding contract agreeing to all of the terms and conditions set forth herein. Proxy bids are subject to all terms and conditions of sale as listed herein or announced at the 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, in the form provided at the Sale, and such representative must provide documentation satisfactory to the Mortgagee's attorney that the representative is duly and appropriately authorized to act on behalf of the parties submitting the proxy bid.

9. Conflict With Purchase and Sale Agreement: In the event of a conflict between these Terms and Conditions of Sale and the terms of the Purchase and Sale Agreement executed by the Mortgagee and any successful bidder, the Purchase and Sale Agreement will control.

PURCHASE AND SALE AGREEMENT

1165 West Alna Road
Alna, Maine

This Agreement entered into this 19th day of December, 2024, is by and between First National Bank, having a mailing address of 223 Main Street, PO Box 940, Damariscotta, ME 04543-0940, hereinafter sometimes called “Seller”, and _____, whose mailing address is _____, hereinafter sometimes called “Buyer”.

WITNESSETH:

WHEREAS, Seller is desirous of selling all of its right, title and interest in and to certain land more particularly described on **Exhibit A** attached hereto and by this reference made a part hereof, together with all improvements and fixtures situated thereon (the “Property”); and

WHEREAS, Buyer is desirous of purchasing the Property at public sale for the sum of \$ _____ (the “Purchase Price”);

NOW, THEREFORE, Seller, in consideration of a deposit of \$10,000 (the “Deposit”), receipt of which is hereby acknowledged, does hereby agree to sell and convey the Property for the Purchase Price, plus all sales taxes applicable to the sale of the Property and Buyer agrees to purchase the same for the said price upon the following terms and conditions:

1. Buyer agrees to increase the amount of the Deposit to 10% of the Purchase Price within five (5) days of the date hereof.
2. Seller agrees, at the time of closing and upon receipt of the balance due of the Purchase Price, to execute and deliver to Buyer a Quitclaim Deed Without Covenant for the Property (the “Deed”). Seller hereby states and Buyer hereby acknowledges that title to the

Property is subject to the following easements, restrictions, encumbrances and other matters of record:

- (a) Any bankruptcy proceedings, and any and all provisions of federal, state or municipal zoning, subdivision or land use regulations, including without limitation, the provisions of 7 M.R.S. § 41 (Agricultural and Adjacent Development Law), and any other ordinances, municipal or quasi-municipal regulations, moratoriums or private laws;
- (b) Any condition which a physical examination of the Property might reveal;
- (c) Any encumbrances or encroachments that an adequate survey of the Property, by a competent surveyor, might reveal;
- (d) Rights of parties in possession, if any;
- (e) Unrecorded liens, including but not limited to, mechanics or materialmen liens, and liens for costs relating to hazardous substance sites pursuant to 38 M.R.S. § 1731, and recorded liens against all others than owners of record;
- (f) Easements and rights of way of record; and
- (g) Real estate tax liens of record.

Buyer agrees to accept conveyance of the Property subject to all of the above easements, covenants, restrictions, encumbrances and other matters set forth or referred to above.

3. BUYER ACKNOWLEDGES THAT BUYER HAS HAD AN OPPORTUNITY TO INSPECT THE PROPERTY AND THAT THE PROPERTY WILL BE SOLD “AS IS, WHERE IS” AND “WITH ALL FAULTS.” SELLER, AND ITS AGENTS, MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ACCURACY OF ANY STATEMENT AS TO BOUNDARIES OR ACREAGE, OR AS TO ANY OTHER MATTERS CONTAINED IN ANY DESCRIPTION OF THE PROPERTY, OR AS TO THE FITNESS OF

THE PROPERTY FOR A PARTICULAR PURPOSE, OR AS TO DEVELOPMENT RIGHTS, MERCHANTABILITY, HABITABILITY, OR AS TO ANY OTHER MATTER, INCLUDING, WITHOUT LIMITATION, LAND USE, ZONING AND SUBDIVISION ISSUES OR THE ENVIRONMENTAL, MECHANICAL OR STRUCTURAL CONDITION OF THE PROPERTY. FURTHERMORE, SELLER AND ITS AGENTS, MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE NUMBER, QUANTITY, QUALITY OR COUNT OF ANY ITEMS OF PERSONAL PROPERTY. ACCEPTANCE OF THE BUYER OF THE DEED AT CLOSING AND PAYMENT OF THE PURCHASE PRICE SHALL BE DEEMED TO BE FULL PERFORMANCE AND DISCHARGE BY SELLER OF EVERY AGREEMENT AND OBLIGATION CONTAINED HEREIN.

4. Buyer acknowledges that Buyer has not been influenced to enter into this transaction by Seller, or any Seller's agents, and Buyer has not relied upon any warranties or representations not set forth in this Agreement. Buyer acknowledges that Buyer has retained such professionals that Buyer deems necessary to determine the presence of any hazardous substances, hazardous wastes, asbestos, oil and petroleum waste, lead paint, urea formaldehyde foam insulation or other liability causing substances on, in, over or under the Property or any portion thereof.

5. Buyer agrees, at closing, to pay to Seller the balance of the Purchase Price in immediately available U.S. funds, cash or certified check, made payable to Seller and that acceptance of the Deed in consideration therefor by Buyer shall constitute a reaffirmation of the agreements, representations, warranties and acknowledgements of Buyer as set forth herein.

6. The closing shall be held no later than January 18, 2024, at Pierce Atwood LLP, 254 Commercial Street, Portland, Maine 04101, or such earlier date, time and place as Buyer and Seller may agree upon in writing.

7. It is agreed that time is of the essence to this Agreement and the closing.

8. If Seller fails to close, for any reason other than default of Buyer, Seller shall promptly return the Deposit to Buyer and Buyer shall not have any other or further claims against Seller. Buyer agrees that in the event that Buyer fails to close then, in addition to any other remedy available to Seller hereunder or under applicable law, Seller may retain the Deposit in partial payment of, but not satisfaction of its claim for damages, and, at Seller's sole and exclusive option, the rights of Buyer hereunder shall be assigned to Seller, or to Seller's nominee, without further notice or demand and Seller, or Seller's nominee, may consummate this Agreement in accordance with its terms.

9. If Buyer fails to pay the Purchase Price within the time set forth herein and/or fails to comply with any of the provisions of this Agreement, then, in addition to the remedies set forth in Section 8 above, the Property may be resold in any manner to any party and any deficiency, together with all expenses and costs of resale (including attorneys fees), will be paid by Buyer.

10. All unpaid real estate taxes due to the Town of Alna, plus interest, fees and costs, and other assessments and charges, including, but not limited to, water charges and sewer charges, attributable to the Property shall be the exclusive responsibility of, and shall be paid by, Buyer. Buyer shall also have exclusive responsibility for, and shall pay, any and all taxes imposed upon either Buyer or Seller upon the transfer or receipt of title to the Property as provided by 36 M.R.S. § 4642, et seq.

11. Buyer agrees that there is no real estate broker involved in this sale through any contract with Buyer and that no one is due a commission in conjunction with the sale or purchase of the Property. The agreements under this paragraph shall survive closing or termination of this Agreement.

12. No shareholder, director, employee, agent, parent corporation or officer of Seller shall be personally liable for any obligation, express or implied, hereunder. All notices which a party to this Agreement may desire to give hereunder shall be in writing and shall be given by U.S. mail, postage prepaid, or by recognized overnight delivery service, return-receipt requested, with postage prepaid, which service obtains a signature on delivery, or by hand delivery or email, addressed to the parties as follows:

If to Seller: First National Bank
 223 Main Street
 P.O. Box 940
 Damariscotta, ME 04543-0940
 scott.walker@thefirst.com

With a copy to: Sonia J. Buck, Esq.
 Pierce Atwood LLP
 Merrill's Wharf
 254 Commercial Street
 Portland, ME 04101
 sbuck@pierceatwood.com

If to Buyer: _____

Any party may designate another addressee (or a different address) for notices hereunder by notice given pursuant to this paragraph. A notice set in compliance with the provisions of this paragraph shall be deemed given on the business day following the day on which the notice is sent, unless such notice is given by email or hand delivery, in which case such notice shall be deemed to have been given on the day that it is sent.

13. Buyer represents to Seller that he/she/it has the financial capacity and financial resources to effect a closing within the time period specified by, and on the terms and conditions provided by, this Agreement. Buyer's obligation to purchase the Property is NOT conditioned, in whole or in part, upon Buyer's ability to obtain financing for the Purchase Price, or any portion thereof.

14. Buyer shall have no right to possession of the Property at any time prior to the closing. All risk of loss to the Property shall be born by Buyer prior to delivery of the Deed. In the event of casualty loss, Seller, at its sole and exclusive option, may terminate this Agreement in which case Seller's sole liability shall be to return the Deposit to Buyer.

15. The sale described herein is subject to all terms and conditions announced at the auction.

16. This Agreement shall be construed as a Maine contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns, and may only be cancelled, modified or amended by written instrument executed by both Seller and Buyer. Any captions contained herein are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties. This Agreement contains no contingencies and represents the Buyer's absolute obligation to purchase the Property in accordance with the terms hereof. All of the auction terms and conditions, written and oral, of the auction at which Buyer bid on the Property are incorporated herein by reference. In the case of a conflict with such terms and conditions, the terms of this Purchase and Sale Agreement shall govern. This Agreement may not be assigned by Buyer absent Seller's consent and any purported assignment shall be void and have no effect. This Agreement may be

assigned by Seller in accordance with the provisions of Paragraph 8 above. This Agreement represents the entire understanding and agreement of the parties hereto and Seller and Buyer acknowledge that neither is relying upon any statement or representation, written or oral, of any party or person which has not been embodied in this Agreement. This Agreement may be executed by Seller and Buyer on any number of separate counterparts, each of which, when so executed and delivered, shall be an original, and all such counterparts shall together constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. Federal E-SIGN Act of 2000, e.g., www.docuSign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first mentioned above.

FIRST NATIONAL BANK

By: _____
Scott Walker, Facilities Manager

BUYER:

Printed Name: _____

EXHIBIT A

All remaining real estate owned by William H. Potter as of the date of his death on November 11, 2014, including land with any improvements located thereon, situated **only on the east side of West Alna Road**, so-called, in Alna, Lincoln County, Maine, and being more generally shown as Lot 47 on Alna Tax Map R5.

REFERENCE IS MADE TO ONLY THE REAL ESTATE EAST OF WEST ALNA ROAD as set forth in real estate conveyed in (1) Warranty Deed from Charles J. Boetsch and Ida Doreen Boetsch to William H. Potter recorded in Book 549, Page 306, dated July 31, 1958, (being the northerly portion of said lot); (2) Executor's Deed from Grant Lyons, Executor of the Estate of John Charles Buchel to William H. Potter and Eunice P. Potter, as Joint Tenants, recorded in Book 640, Page 309 (being the southerly portion of said lot); (3) first parcel in Warranty Deed from Charles Gregory Boetsch to William H. Potter and Eunice P. Potter, as Joint Tenants, recorded in Book 1174, Page 222; (4) Warranty Deed from William H. Potter to William H. Potter and Eunice P. Potter in Book 2104, Page 94; and (5) Warranty Deed from William H. Potter and Eunice P. Potter to William H. Potter and Eunice P. Potter, as Joint Tenants, recorded in Book 2183, Page 309, all in the Lincoln County Registry of Deeds. The said Eunice P. Potter died January 3, 2013 leaving William H. Potter as sole surviving joint tenant. William H. Potter died November 11, 2014.

REFERENCE IS ALSO MADE TO Certificate and Abstract for the Estate of William H. Potter, dated January 7, 2015 and recorded in Book 4853, Page 137, Lincoln County Registry of Deeds.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING all that part of the real estate owned by William H. Potter, at the time of his death on November 11, 2014, located only on the easterly side of West Alna Road, Alna, Lincoln County, Maine, including any land not specifically referenced or described above.

QUITCLAIM DEED WITHOUT COVENANT

Release Deed

KNOW ALL MEN BY THESE PRESENTS, that FIRST NATIONAL BANK, having a place of business in Damariscotta, Maine (“Grantor”), in consideration of One Dollar (\$1.00) and other valuable consideration paid by _____, having a mailing address of _____ (“Grantee”), the receipt whereof is hereby acknowledged, does hereby remise, release, bargain, sell and convey, and forever quitclaim unto the said Grantee, his/her/their/its heirs and assigns forever, all of its right, title and interest, if any, in and to the property described in Exhibit A hereto incorporated herein by this reference (the “Property”).

THE PROPERTY HEREBY CONVEYED IS SOLD “AS IS, WHERE IS AND WITH ALL FAULTS.” GRANTOR, AND ITS AGENTS, MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ACCURACY OF ANY STATEMENT AS TO THE BOUNDARIES OR ACREAGE OF THE PROPERTY, OR AS TO ANY OF THE MATTERS CONTAINED IN ANY DESCRIPTION OF THE PROPERTY, OR AS TO THE FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE, OR AS TO DEVELOPMENT RIGHTS, MERCHANTABILITY, HABITABILITY, OR AS TO ANY OTHER MATTER, INCLUDING WITHOUT LIMITATION, LAND USE, ZONING AND SUBDIVISION ISSUES.

Grantor is transferring the Property in its capacity as foreclosing mortgagee and plaintiff pursuant to a civil action foreclosure under 14 M.R.S. § 6321 *et seq.*, brought in the Lincoln County Superior Court, being entitled ***First National Bank v. Christopher L. Brooks, as Special Administrator for the Estate of Barbara J. Watkis, et al.***, Docket No. LINS-C-RE-2023-20, relating to the foreclosure of a mortgage deed from Barbara J. Watkis to First National Bank dated July 18, 2019, recorded in the Lincoln County Registry of Deeds in Book 5408, Page 61. Grantee was the high bidder at the Foreclosure auction for the Property.

Conveyance of the Property is also subject to all unpaid real estate taxes and assessments, if any, due to the Town of Alna, together with interest, fees and costs thereon, and all other assessments and charges including, but not limited to, sewer and water charges, now or hereafter due.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed and delivered in its name by its officer, hereunto duly authorized, this ____ day of _____, 2024.

FIRST NATIONAL BANK

By: _____
Scott Walker, Its Facilities Manager

STATE OF MAINE,
COUNTY OF LINCOLN, SS. _____, 2024

Personally appeared the above-named Scott Walker, as Facilities Manager of First National Bank, and acknowledged the foregoing instrument to be his free act and deed in said capacity, and the free act and deed of First National Bank.

Before me,

Notary Public/Attorney-at-Law
Printed Name: _____

EXHIBIT A

All remaining real estate owned by William H. Potter as of the date of his death on November 11, 2014, including land with any improvements located thereon, situated **only on the east side of West Alna Road**, so-called, in Alna, Lincoln County, Maine, and being more generally shown as Lot 47 on Alna Tax Map R5.

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MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING all that part of the real estate owned by William H. Potter, at the time of his death on November 11, 2014, located only on the easterly side of West Alna Road, Alna, Lincoln County, Maine, including any land not specifically referenced or described above.



STATE OF MAINE
LINCOLN, SS.

SUPERIOR COURT
Docket No. LINS-C-RE-2023-20

FIRST NATIONAL BANK,)
)
Plaintiff)

**STIPULATED JUDGMENT OF
FORECLOSURE AND SALE**

v.)

**1165 WEST ALNA ROAD
ALNA, MAINE**

CHRISTOPHER L. BROOKS, AS)
SPECIAL ADMINISTRATOR FOR THE)
ESTATE OF BARBARA J. WATKIS,)

**MORTGAGE DATED 07/18/2019
LINCOLN COUNTY REGISTRY
OF DEEDS, BOOK 5408, PAGE 61**

Defendant)

and)

TITLE TO REAL ESTATE INVOLVED

STATE OF MAINE, MAINE REVENUE)
SERVICES,)

Party-in-Interest)

Upon Request for Stipulated Judgment of Plaintiff, First National Bank (“Plaintiff”), and Defendant, Christopher L. Brooks, as Special Administrator of the Estate of Barbara J. Watkis (“Defendant”), and Party-in-Interest, State of Maine, Maine Revenue Services (“Party-in-Interest”), the Court finds as follows:

1. Venue is properly laid in this Court.
2. On or about July 18, 2019, Plaintiff loaned Barbara J. Watkis the sum of \$90,000.00, and, to evidence the agreement of Barbara J. Watkis to repay said loan, Barbara J. Watkis executed and delivered to Plaintiff a Promissory Note in the amount of \$90,000.00 dated July 18, 2019 (the “Note”).
3. The Note provides for the accrual of interest on the principal balance at a fixed rate of 5%. The Note further provides for the imposition of a late fee of 5% of any monthly

payment not made within fifteen days of its due date, and that Plaintiff is entitled to reimbursement of its costs of collection, including attorneys' fees.

4. As security for the Note, Barbara J. Watkis granted Plaintiff a first priority mortgage lien on certain property owned by Barbara J. Watkis located at 1165 West Alna Road, Alna, Maine (the "Mortgaged Premises"), more particularly described in **Exhibit A** hereto, pursuant to a Mortgage from Barbara J. Watkis to Plaintiff dated July 18, 2019, recorded at the Lincoln County Registry of Deeds in Book 5408, Page 61 (the "Mortgage").

5. The Mortgage provides that Plaintiff is entitled to reimbursement of all costs incurred by Plaintiff in connection with preservation of the Mortgaged Premises.

6. Plaintiff is holder of the Note and Mortgage.

7. The Note is in default and the conditions of the Mortgage have been breached.

8. Plaintiff is owed the following under the Note and Mortgage as of July 3, 2024:

Principal:	\$79,251.77
Accrued Interest:	\$ 4,645.03
Late Charges:	\$ 48.32
Legal Fees:	\$ 8,546.46
Broker Price Opinions/Appraisals:	\$ 135.00
Inspections:	\$ 420.00
Escrow – Real Estate Taxes:	\$ 5,067.31
Escrow – Force Place Insurance:	\$ 321.91

Total: \$98,435.80

9. Plaintiff is further owed under the Note and Mortgage:

A. Additional interest accruing from July 4, 2024. Pursuant to 14 M.R.S.A. §§ 1602-B and 1602-C, the prejudgment interest rate is 5% per annum of said principal balance and the post-judgment interest is 10.73% per annum, which is the higher of the current rate under the Note or statutory rate.

- B. Amounts advanced by Plaintiff after July 3, 2024, to protect the Property, including without limitation, real estate taxes, insurance premiums and costs through the date of redemption or sale and the completion of these proceedings; and
 - C. Additional attorneys' fees and expenses incurred after July 3, 2024, related to collection of the Note and foreclosure of the Mortgage.
10. The order of priority and the amount of the claim of each party having a lien

against the proceeds of the sale of the Property are as follows:

- A. First, Plaintiff, under the Mortgage: \$98,435.80, plus interest from July 4, 2024, to the date of judgment, at the rate of 5% per annum or \$11.01 per day, plus additional attorneys' fees and expenses paid by Plaintiff in connection with the collection of the Note and foreclosure of the Mortgage from July 3, 2024, through completion of sale, plus any amount advanced by Plaintiff to protect the Property, including but not limited to insurance premiums and real estate taxes; and
- B. Second, State of Maine, Maine Revenue Services, pursuant to a Notice of State Tax Lien dated January 3, 2023, and recorded on January 9, 2023 in the Lincoln County Registry of Deeds in Book 5968, Page 233: \$6,450.29, plus additional interest through February 15, 2024 pursuant to the Affidavit in Support of Priority Position of State of Maine, Maine Revenue Services; and
- C. Third, Defendant Christopher L. Brooks, Esq. as Special Administrator of the Estate of Barbara J. Watkis: Any excess sale proceeds.

11. There are no other parties and no other orders affecting the Property.
12. The names and addresses of all parties to this action are as follows:

Plaintiff: First National Bank
PO Box 940
Damariscotta, ME 04543

Counsel for Plaintiff: Sonia J. Buck
Pierce Atwood LLP
254 Commercial Street
Portland, Maine 04101

Defendant Christopher L. Brooks, Esq., as Special Administrator for the Estate of Barbara J. Watkis:

Drummond, Woodsum & MacMahon
c/o Christopher L. Brooks
84 Marginal Way, Suite 600
Portland, ME 04101

Counsel for Defendant Christopher L. Brooks, Esq., as Special Administrator for the Estate of Barbara J. Watkis:

None Appearing

Party-in-Interest State of Maine, Maine Revenue Service:

State House Station #6
Augusta, ME 04333

Counsel for Party-in-Interest State of Maine, Maine Revenue Services:

Kaitlyn M. Husar
Assistant Attorney General
State House Station #6
Augusta, ME 04333

13. The real estate subject to this judgment is located at 1165 West Alna, Alna, Maine and is described in **Exhibit A** attached hereto and incorporated herein by reference (the "Property").

14. All parties have received notice of the proceedings in accordance with the Maine Rules of Civil Procedure.

15. The docket number of this foreclosure action is LINS-C-RE-2023-20.

WHEREFORE, IT IS HEREBY ORDERED AND DECREED as follows:

(a) Judgment of foreclosure and sale is hereby entered in favor of Plaintiff against Defendant Christopher L. Brooks, Esq., as Special Administrator of the Estate of Barbara J. Watkis;

(b) Defendant Christopher L. Brooks, Esq., as Special Administrator for the Estate of Barbara J. Watkis having voluntarily and irrevocably waived all rights of redemption with respect to the Mortgage and the Mortgaged Premises, Plaintiff (through its agents or attorneys) may proceed with a sale of the Property, free and clear of all liens, except liens senior to the Mortgages, and, following sale, shall pay the proceeds of sale after satisfying expenses of sale, in the priority order and amounts set forth in paragraph 10 above; and

(c) All remaining rights of Defendant Christopher L. Brooks, Esq., as Special Administrator for the Estate of Barbara J. Watkis to possession of the Property are hereby terminated, and a Writ of Possession shall issue to the Plaintiff for possession of the Property upon application for the same.

(d) Plaintiff shall record an attested copy of this judgment at the Lincoln County Registry of Deeds and shall pay the applicable recording fees. A certification by the Clerk that any applicable appeal period has expired without action, or, if this judgment is appealed by any party, a certification of the appeal, shall be recorded with this judgment.

The Clerk is hereby directed to enter this Judgment as a final judgment pursuant to M.R. Civ. P. 54(b)(1).

The Clerk is specifically directed pursuant to M.R. Civ. P. 79(a) to enter this Judgment on the civil docket by a notation incorporating it by reference.

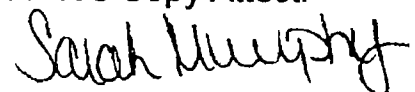
DATED: Aug, 26, 2024


Superior Court Justice

Date entered in the docket book: August 27, 2024

5

A True Copy Attest:


Clerk

#17250064v1

EXHIBIT A

All remaining real estate owned by William H. Potter as of the date of his death on November 11, 2014, including land with any improvements located thereon, situated **only on the east side of West Alna Road**, so-called, in Alna, Lincoln County, Maine, and being more generally shown as Lot 47 on Alna Tax Map R5.

REFERENCE IS MADE TO ONLY THE REAL ESTATE EAST OF WEST ALNA ROAD as set forth in real estate conveyed in (1) Warranty Deed from Charles J. Boetsch and Ida Doreen Boetsch to William H. Potter recorded in Book 549, Page 306, dated July 31, 1958, (being the northerly portion of said lot); (2) Executor's Deed from Grant Lyons, Executor of the Estate of John Charles Buchel to William H. Potter and Eunice P. Potter, as Joint Tenants, recorded in Book 640, Page 309 (being the southerly portion of said lot); (3) first parcel in Warranty Deed from Charles Gregory Boetsch to William H. Potter and Eunice P. Potter, as Joint Tenants, recorded in Book 1174, Page 222; (4) Warranty Deed from William H. Potter to William H. Potter and Eunice P. Potter in Book 2104, Page 94; and (5) Warranty Deed from William H. Potter and Eunice P. Potter to William H. Potter and Eunice P. Potter, as Joint Tenants, recorded in Book 2183, Page 309, all in the Lincoln County Registry of Deeds. The said Eunice P. Potter died January 3, 2013 leaving William H. Potter as sole surviving joint tenant. William H. Potter died November 11, 2014.

REFERENCE IS ALSO MADE TO Certificate and Abstract for the Estate of William H. Potter, dated January 7, 2015 and recorded in Book 4853, Page 137, Lincoln County Registry of Deeds.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING all that part of the real estate owned by William H. Potter, at the time of his death on November 11, 2014, located only on the easterly side of West Alna Road, Alna, Lincoln County, Maine, including any land not specifically referenced or described above.

**RE Account 451 Detail
as of 11/20/2024**

Name: Watkis, Barbara
Location: 1165 West Alna Rd
Acreage: 55 Map/Lot: R05-047
Book Page: B549P306, B5408P59

Land: 64,500
Building: 114,430
Exempt 0

Total: 178,930

2024-1 Period Due:

Ref1:
Mailing 1181 West Alna Rd
Address: Alna ME 04535

Year	Date	Reference	P	C	Principal	Interest	Costs	Total
2024-1	R 08/15/24	Original			4,204.85	0.00	0.00	4,204.85
		10/10/2024	A	P	4,204.85	0.00	0.00	4,204.85
		Total			0.00	0.00	0.00	0.00
2023-1	R				0.00	0.00	0.00	0.00
2022-1	R				0.00	0.00	0.00	0.00
2021-1	L *				0.00	0.00	0.00	0.00
2020-1	R				0.00	0.00	0.00	0.00
2019-1	R				0.00	0.00	0.00	0.00
2018-1	R				0.00	0.00	0.00	0.00
2017-1	L *				0.00	0.00	0.00	0.00
Account Totals as of 11/20/2024					0.00	0.00	0.00	0.00

Note: Payments will be reflected as positive values and charges to the account will be represented as negative values.



Dept. of Professional & Financial Regulation
Office of Professional & Occupational Regulation
MAINE REAL ESTATE COMMISSION

35 State House Station Augusta ME 04333-0035



REAL ESTATE BROKERAGE RELATIONSHIPS FORM

Right Now You Are A Customer

Are you interested in buying or selling residential real estate in Maine? Before you begin working with a real estate licensee it is important for you to understand that Maine Law provides for different levels of brokerage service to buyers and sellers. You should decide whether you want to be represented in

a transaction (as a client) or not (as a customer). To assist you in deciding which option is in your best interest, please review the following information about real estate brokerage relationships:

Maine law requires all real estate brokerage companies and their affiliated licensees ("licensee") to perform certain basic duties when dealing with a buyer or seller. You can expect a real estate licensee you deal with to provide the following **customer-level services**:

- ✓ To disclose all material defects pertaining to the physical condition of the real estate that are known by the licensee;
- ✓ To treat both the buyer and seller honestly and not knowingly give false information;
- ✓ To account for all money and property received from or on behalf of the buyer or seller; and
- ✓ To comply with all state and federal laws related to real estate brokerage activity.

Until you enter into a written brokerage agreement with the licensee for client-level representation you are considered a "customer" and the licensee is not your agent. **As a customer, you should not expect the licensee to promote your best interest, or to keep any information you give to the licensee confidential, including your bargaining position.**

You May Become A Client

If you want a licensee to represent you, you will need to enter into a written listing agreement or a written buyer representation agreement. These agreements **create a client-agent relationship** between you and the licensee. As a client you can expect the licensee to provide the following services, **in addition to** the basic services required of all licensees listed above:

- ✓ To perform the terms of the written agreement with skill and care;
- ✓ To promote your best interests;
 - For seller clients this means the agent will put the seller's interests first and negotiate the best price and terms for the seller;
 - For buyer clients this means the agent will put the buyer's interests first and negotiate for the best prices and terms for the buyer; and
- ✓ To maintain the confidentiality of specific client information, including bargaining information.

COMPANY POLICY ON CLIENT-LEVEL SERVICES - WHAT YOU NEED TO KNOW

The real estate brokerage company's policy on client-level services determines which of the three types of agent-client relationships permitted in Maine may be offered to you. The agent-client relationships permitted in Maine are as follows:

- ✓ The company and all of its affiliated licensees represent you as a client (called "**single agency**");
- ✓ The company appoints, with your written consent, one or more of the affiliated licensees to represent you as an agent(s) (called "**appointed agency**");
- ✓ The company may offer limited agent level services as a **disclosed dual agent**.

WHAT IS A DISCLOSED DUAL AGENT?

In certain situations a licensee may act as an agent for and represent both the buyer and the seller in the same transaction. This is called **disclosed dual agency**. *Both the buyer and the seller must consent to this type of representation in writing.*

Working with a dual agent is not the same as having your own exclusive agent as a single or appointed agent. For instance, when representing both a buyer and a seller, the dual agent must not disclose to one party any confidential information obtained from the other party.

Remember!
Unless you enter into a written agreement for agency representation, you are a customer—not a client.

THIS IS NOT A CONTRACT

It is important for you to know that this form is not a contract. The licensee's completion of the statement below acknowledges that you have been given the information required by Maine law regarding brokerage relationships so that you may make an informed decision as to the relationship you wish to establish with the licensee/company.

To Be Completed By Licensee

This form was presented on (date) December 19, 2024

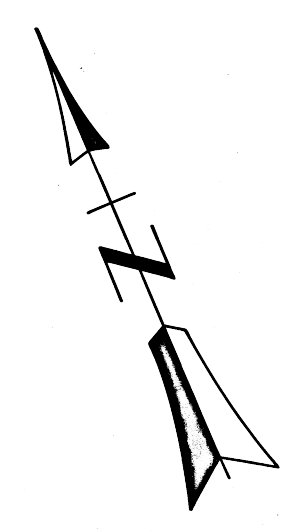
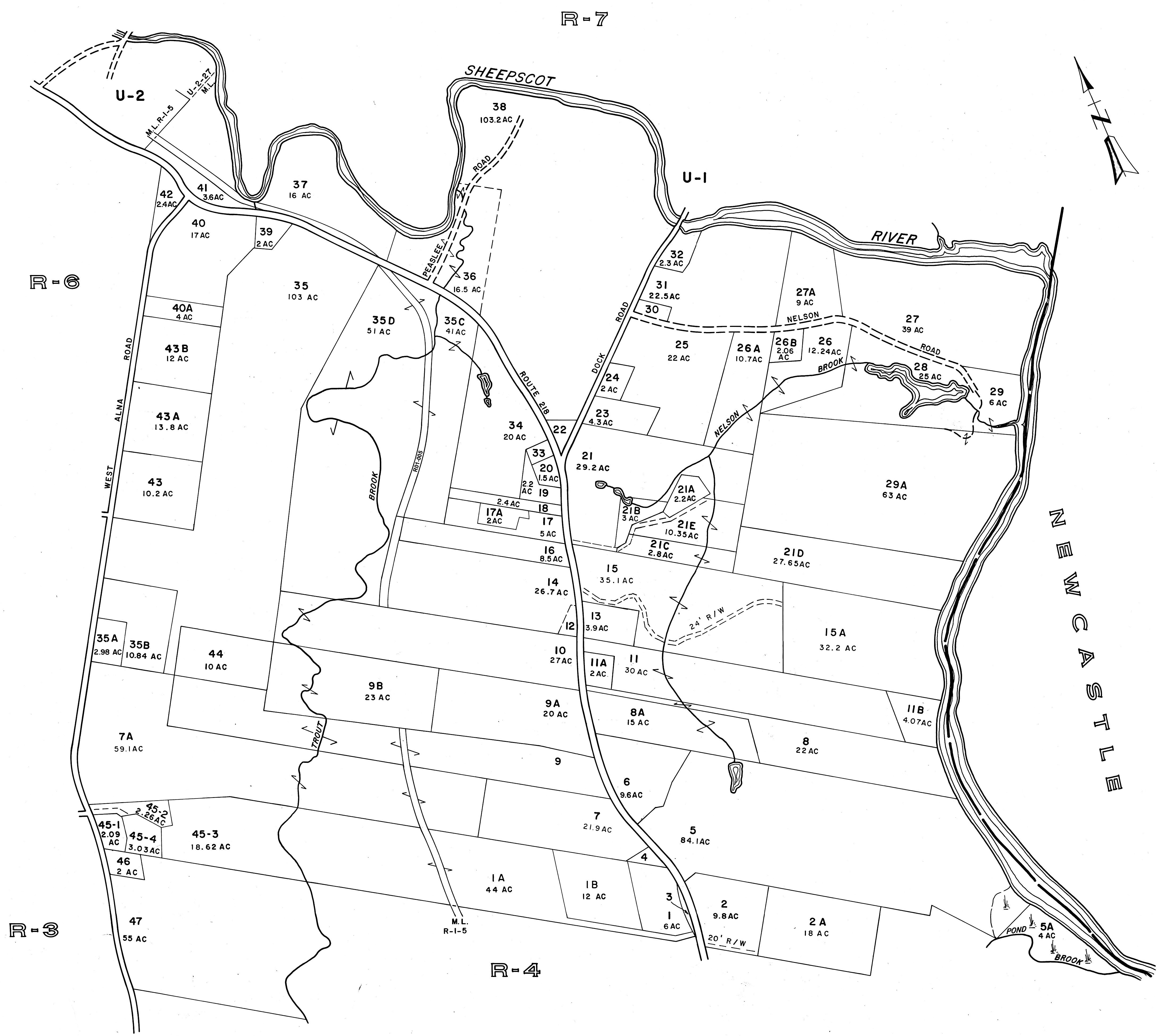
To _____
Name of Buyer(s) or Seller(s)

by Emily Tilton, Associate Broker
Licensee's Name

on behalf of Realty of Maine
Company/Agency

MREC Form#3 Revised 07/2006
Office Title Changed 09/2011

To check on the license status of the real estate brokerage company or affiliated licensee go to www.maine.gov/professionallicensing. Inactive licensees may not practice real estate brokerage.



FOR ASSESSMENT PURPOSES ONLY
NOT FOR PROPERTY CONVEYANCES

PREPARED BY PHOTOGRAMMETRIC METHODS BY
JOHN E. O'DONNELL & ASSOCIATES
AUBURN, MAINE
1975

LEGEND
ADJACENT SHEET NO.
COMMON OWNERSHIP
DEVELOPMENT LOT NO.
SCALED DIMENSION

12
OR
②
±

PROPERTY MAP
ALNA
MAINE

SCALE IN FEET
0 500 1000

R-5

DISCLOSURES RELATIVE TO PROPERTY

Auction # R24-330

Location: 1165 West Alna Road, Alna, ME

Disclosure for Heating System:

Type _____	Not Known <u> X </u>
Age of System _____	Not Known <u> X </u>
Name of Service Company _____	Not Known <u> X </u>
Annual Consumption per Source _____	Not Known <u> X </u>
Malfunctions or Problems _____	Not Known <u> X </u>

Disclosure for Waste Disposal System:

Type of System _____	Not Known <u> X </u>
Date of Installation _____	Not Known <u> X </u>
Size and Type of Tank _____	Not Known <u> X </u>
Location of Field and Tank _____	Not Known <u> X </u>
Malfunctions _____	Not Known <u> X </u>
Service and Contracting _____	Not Known <u> X </u>

Disclosure for Private Water Supply:

Type of System _____	Not Known <u> X </u>
Date of Installation _____	Not Known <u> X </u>
Malfunctions _____	Not Known <u> X </u>
Location _____	Not Known <u> X </u>
Date and Result of Tests _____	Not Known <u> X </u>

Disclosure for Public Water Supply:

Line Malfunctions _____	Not Known <u> X </u>
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Disclosure for Known Hazardous Materials including but not limited to:

Asbestos _____	Not Known <u> X </u>
Radon _____	Not Known <u> X </u>
Lead Paint _____	Not Known <u> X </u>
Chemical Spills on Property _____	Not Known <u> X </u>
Underground Tanks _____	Not Known <u> X </u>

Signature of Seller _____	Date _____
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Signature of Buyer _____	Date _____
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