

AUCTION



To Settle Estate
Ranch on 1.37 Acres
Dover, New Hampshire

Online-only Bidding Ends: Wednesday, October 4th at 1:00 p.m.

566 Sixth Street is a Ranch style home with 2-bedrooms and 1-bathroom on a 1.37-acre lot. The home totals 1,245 sq.ft. includes a full basement and 1-car under garage.
Map B, Block 4, No. F-0

Open House: Friday, September 22nd from 3:00 to 5:00 pm and Wednesday, September 27th from 3:00 to 6:00 p.m.

Terms: A \$5,000 deposit by check or e-check will be delivered to the auction company as a qualification to bid. Successful bidder to deliver earnest money totaling 10% of the total purchase price no later than, Thursday, October 5th at 1:00 p.m. with the balance due at closing within 45 days of the auction. A 10% buyer's premium will be added to the high bid price to become the total purchase price. Property is being sold free and clear of all liens by Fiduciary Deed. Offered subject to confirmation of the Executor.

Est. 1976

PAULMcINNIS LLC

AUCTIONS • REAL ESTATE • RESULTS

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DISCLAIMER: No warranty or representation, express or implied, is made by our client, their legal counsel, Paul McInnis LLC or any person providing this information to any party concerning the completeness or accuracy of the information. The information has been obtained from sources deemed reliable. While we do not doubt the accuracy, we have not verified it and make no guarantee, warranty or representation about it. Any projections, opinions, assumptions or estimates used are for example only and do not represent the current or future performance of the property. It is the potential offeror's responsibility to independently verify the accuracy and completeness of the information. Each person who accepts these materials assumes full responsibility for investigating, evaluating, and making all other appropriate inquiries regarding this property. By accepting this information, each person releases our client, their legal counsel and Paul McInnis LLC from any responsibility or liability arising from this information concerning the property.

SUGGESTED DUE DILIGENCE CHECKLIST

For Online Bidders

566 Sixth Street, Dover, NH

BIDDING OPENS: **Wednesday, September 27th at 9:00 a.m.**

BIDDING ENDS: **Wednesday, October 4th at 1:00 p.m.**

ITEMS TO COMPLETE –

- Review the General Terms & Conditions for Online Bidders
- Review the Property Information Package
- Review the Purchase & Sale Agreement
- Sign up to bid online at auction.paulmcinnis.com/auctions [click here](#)
- Complete & return the Bidder Registration Form which is the last page of this package.

If you would like to complete the Bidder Registration Form electronically, contact admin@paulmcinnis.com and the form will be sent to you through Dotloop.

- Provide Bidder Deposit by check or E-check
- Contact the Auctioneer with any questions justin@paulmcinnis.com



GENERAL TERMS & CONDITIONS

AGENT OF THE EXECUTOR: Paul McInnis LLC is acting solely as an Agent of the Executor.

BIDDER REGISTRATION: In order to bid online, any prospective bidder must first request and review a property information package. The next step is to create an online bidding account at auction.paulmcinnis.com/auctions. Finally, submit your executed Bidder Registration Form with the required Bidder Deposit to the Auctioneer.

The Bidder Registration Form can be found on the last page of the property information package. It can be hand delivered, mailed or emailed to the office of the Auctioneer at 1 Juniper Road, North Hampton, NH 03862. It can be emailed to admin@paulmcinnis.com or sent electronically through Dotloop. To use Dotloop, send your request to admin@paulmcinnis.com.

BIDDER DEPOSIT: At the time of registration, you will be required to deliver your refundable Bidder Deposit of \$5,000 either by physical check or E-check. By registering to bid you understand and agree that if you are not the successful bidder, this deposit will be returned to you. If you are the successful bidder and you fail to comply with the terms of the auction (specifically signing the Real Estate Purchase & Sale Agreement and delivering the required earnest money deposit by Thursday, October 5th at 1:00 p.m.) you hereby authorize the Auction Company to retain your \$5,000 Bidder Deposit as a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$5,000 U.S. dollars.

To deliver the Bidder Deposit by physical check, you may deliver the \$5,000 Bidder Deposit to our office or at an open house. To deliver your Bidder Deposit by E-check you will do so through EARNNEST. **EARNNEST** is a digital payment platform, and a link can be found either on the Auctioneer's website or by request of the auctioneer at admin@paulmcinnis.com. Once your Bidder Registration Form and Bidder Deposit have been received, your online bidding account has been created, and Paul McInnis LLC has determined that you have met all the requirements, a bidding number will be provided to you.

Please note that Paul McInnis LLC will make our best effort to respond to your request within three hours during normal business hours of Monday through Friday from 8:30 a.m. to 4:30 p.m. EST. The Bidder Registration Form and Bidder Deposit should be received by the Auctioneer no later than 24 hours prior to the close of bidding. The Auctioneer in his sole and absolute discretion reserves the right to decline a bidder if all requirements have not been met prior to the 24-hour deadline.

RETURN OF BIDDER DEPOSIT: Unsuccessful bidder deposits will be returned to the bidder by U.S. Mail or through EARNNEST.

ONLINE BIDDING: The bidding will open on Wednesday, September 27th at 9:00 a.m. and the bidding will end on Wednesday, October 4th at 1:00 p.m. subject to **extended bidding**. Bid increments are shown on the bidding portal. It is the bidder's responsibility to ensure the accuracy and timeliness of their bid(s). Bidders are encouraged not to wait until the last minute to place a bid. Online bidding is subject to technical difficulties that can develop at any time. Please be aware that you must manually type in your bid prior to placing your bid. Any activity from bidders will extend the bid. Events such as increasing your maximum bid even without placing a bid will trigger this event.

TIMED AUCTION EXTENDED BIDDING: A timed auction event refers to the opening and ending time for placing bids. When a bid is placed within two minutes of the auction ending (12:58) the bid time window will extend for an additional two minutes. During that additional two-minute window if a bid is placed it will be extended again and so on. This is done to prevent bid "sniping." This process can go on indefinitely. Even though the auction is set to end at 1:00 p.m. the bidding could be extended to 2:00 p.m. or longer depending on the activity from the bidders.

The Auctioneer in his sole and absolute discretion reserves the right to cancel, postpone, extend, or reschedule the auction.

DUE DILIGENCE: It is the bidder's responsibility to undertake their own due diligence and inspection of the property prior to placing any bids. A complete review of the property information package (with additional links) including the real estate Purchase & Sale Agreement Sample with your attorney is encouraged.

PROPERTY CONDITIONS: Except as expressly set forth in the real estate Purchase & Sale Agreement, if and when executed, the property is being sold "AS IS," "WHERE IS," and "WITH ALL FAULTS," as of the closing date. Neither the Executor, Paul McInnis LLC nor any of their agents, contractors, attorneys, officers or directors ("agents") makes any representations or warranties with respect to the physical condition of the land or any improvements thereon, the property's fitness for any particular purpose, the property's merchantability, or any other warranty, express or implied.

The Executor, Paul McInnis LLC and their agents specifically disclaim any warranty, guaranty, or representation, oral or written, past or present, express or implied concerning the land and any improvements thereon. Bidders are expected to undertake



their own independent physical inspection of the property, and public records, and thorough review of all documents prior to submitting their bid(s) and to submit their bid(s) based solely on their own independent investigations and findings including but not limited to bidders' own independent investigation of the uses, code compliance and land use regulatory approvals necessary for redevelopment and not in reliance on any information provided by the Executor, Paul McInnis LLC or their agents.

BUYER'S PREMIUM: A 10% (Ten Percent) Buyer's Premium will be added to the successful Bid Price to become the Total Purchase Price. Example: \$Bid Price + 10% of \$Bid Price = \$Total Purchase Price due from the Buyer at Closing, less any Earnest Money Deposit.

SUCCESSFUL BIDDER: The successful bidder is defined as, that registered bidder who placed the highest bid as declared by the Auctioneer and the highest bid being acceptable to the Executor. The successful bidder will be notified via email, as well as by telephone confirmation by the Auctioneer.

REAL ESTATE PURCHASE & SALE AGREEMENT: A copy of the agreement is included in the property information package. PLEASE REVIEW it carefully or have your attorney review it. The successful bidder is required to sign the real estate Purchase & Sale Agreement together with all seller disclosure forms without any changes or additional terms and deliver 10% of the total purchase price as the earnest money deposit to the office of the Auctioneer no later than Thursday, October 5th at 1:00 p.m. less the Bidder Deposit already received. Only the Buyer's Name, Bid Price, Buyer's Premium, Total Purchase Price, Earnest Money Deposit and the Balance Due Amount will be entered into the real estate Purchase & Sale Agreement.

EARNEST MONEY DEPOSIT: The successful bidder must tender a deposit in the amount of 10% of the total purchase price which is due no later than Thursday, October 5th at 1:00 p.m. less the Bidder Deposit already received. The earnest money deposit must be by wire, check or E-check payable to Paul McInnis LLC Escrow Account in U.S. funds.

SUCCESSFUL BIDDER DEFAULT: Should the successful bidder fail to execute the real estate Purchase & Sale Agreement and deliver the earnest money deposit in a timely manner as outlined in these general terms & conditions, said bidder will be deemed to be in default and hereby authorize the Auction Company to retain your \$5,000 bidding deposit as a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$5,000 U.S. dollars.

RESERVATION OF RIGHTS: The Executor in her sole and absolute discretion may enter into a contract with the next highest bidder should the highest accepted bidder default. Sale is subject to confirmation of the Executor. Executor reserves the right to accept or reject the high bid.

ADDITIONAL TERMS: Additional terms are included in the real estate Purchase & Sale Agreement. Any changes or amendments to these general terms & conditions and/or to the real estate Purchase & Sale Agreement will be communicated to any registered bidder via the email said bidder provided at registration.

BUYER BROKER PARTICIPATION INVITED: Please contact the auction company (admin@paulmcinnis.com) to request the MANDATORY REAL ESTATE BUYER BROKER PARTICIPATION REGISTRATION form prior to a prospect having contacted Paul McInnis LLC. The completed and signed form must be faxed or mailed such that it is received by the office of Paul McInnis LLC at the same time as the online bidding registration request form. If you have any questions, please contact Paul McInnis LLC at (603) 964-1301 or via email at: justin@paulmcinnis.com



EXECUTIVE SUMMARY

ADDRESS	566 Sixth Street, Dover, NH
TOWN REFERENCE	Map B-4, Lot F-0
STRAFFORD COUNTY DEED REFERENCE	Warranty Deed Book 767, Page 403
ASSESSED VALUE	\$339,800
2022 TAX RATE	\$19.84/\$1,000
2022 TAXES	\$6,742
UTILITIES	Water: Public Sewer: Public
ACREAGE	1.37
ROAD FRONTAGE	294 ft.

TYPE	Single family ranch
YEAR BUILT	1957
LIVING AREA	1,245 sq. ft. as measured tax card indicates 1440 sq. ft. approximately 309 sq. ft. is unfinished
HEAT FUEL	Oil
HEAT TYPE	Hot water, baseboard
ELECTRIC	Believed to be 100-amp circuit breakers & fuses
WATER HEATER	On demand off boiler
GARAGE	1 car under with woodstove

KITCHEN	21' 8" X 10' 7"
DINING ROOM	6' 7" X 9' 8"
LIVING ROOM	16' X 11'
FULL BATH	5' X 8'
HALLWAY	3' X 8'
BEDROOM ONE UNFINISHED	11' X 15'
BEDROOM TWO	12' 10" X 8' 8"
BONUS ROOM UNFINISHED	12' 04" X 12'
SUNROOM	13' 7" X 13' 6"
BASEMENT	22' 8" X 28' 9"
GARAGE	28' 6" X 23' 4"

Property Conditions: Except as expressly set forth in the Real Estate Purchase & Sale Agreement, if and when executed, the property is being sold "AS IS," "WHERE IS," and "WITH ALL FAULTS," as of the closing date. Neither the seller, Paul McInnis LLC nor any of their agents, contractors, attorneys, officers, or directors ("agents") makes any representations or warranties with respect to the physical condition of the land or any improvement thereon, the property's fitness for any particular purpose, the property's merchantability, or any other warranty, express or implied. The seller, Paul McInnis LLC and their agents specifically disclaim any warranty, guaranty, or representation, oral or written, past or present, express or implied, concerning the land and improvements thereon. Offerors are required to undertake their own independent physical inspection of the property and thorough review of all documents prior to submitting their offers based solely on their own independent investigations and findings and not in reliance on any information provided by the seller, Paul McInnis LLC or their agents.

Property Location:

566 Sixth St

Residential Property Record Card - Dover, New Hampshire

Parcel ID: B0004-F00000

Map Block No. B-4-F-0

Class: R

Use: 101 **Card 1 of 1**

Current Owner
Cheney Joan N Cheney Robert A 566 Sixth Street Dover Nh 03820

Previous Owner History		
Name	Deed	Date

Miscellaneous	
Deed Info:	767/403-
Zoning:	R-40
Neighborhood:	102
Living Units:	1
Street/Road:	Public
Estimates	
MRA:	
Weighted:	
Market:	

Assessment Information		
Assessed Value:	*	Prior
Land:	165,300	144,700
Building:	174,500	151,700
Total:	339,800	296,400
Assessed Information:		
Value:	339,800	
Effective DOV: 4/1/2022		
Value Flag: COST VALUE		

Notes
Wob

Entrance Information					
Date	Time	ID	Actv	Entrance Code	Source
12/04/2018	C	JF		Entry Gained Entry & Sign	Owner
11/14/1991		LS		Entry Gained	

Sales History				
Book/Page	Date	Price	Type	Validity
767/403				

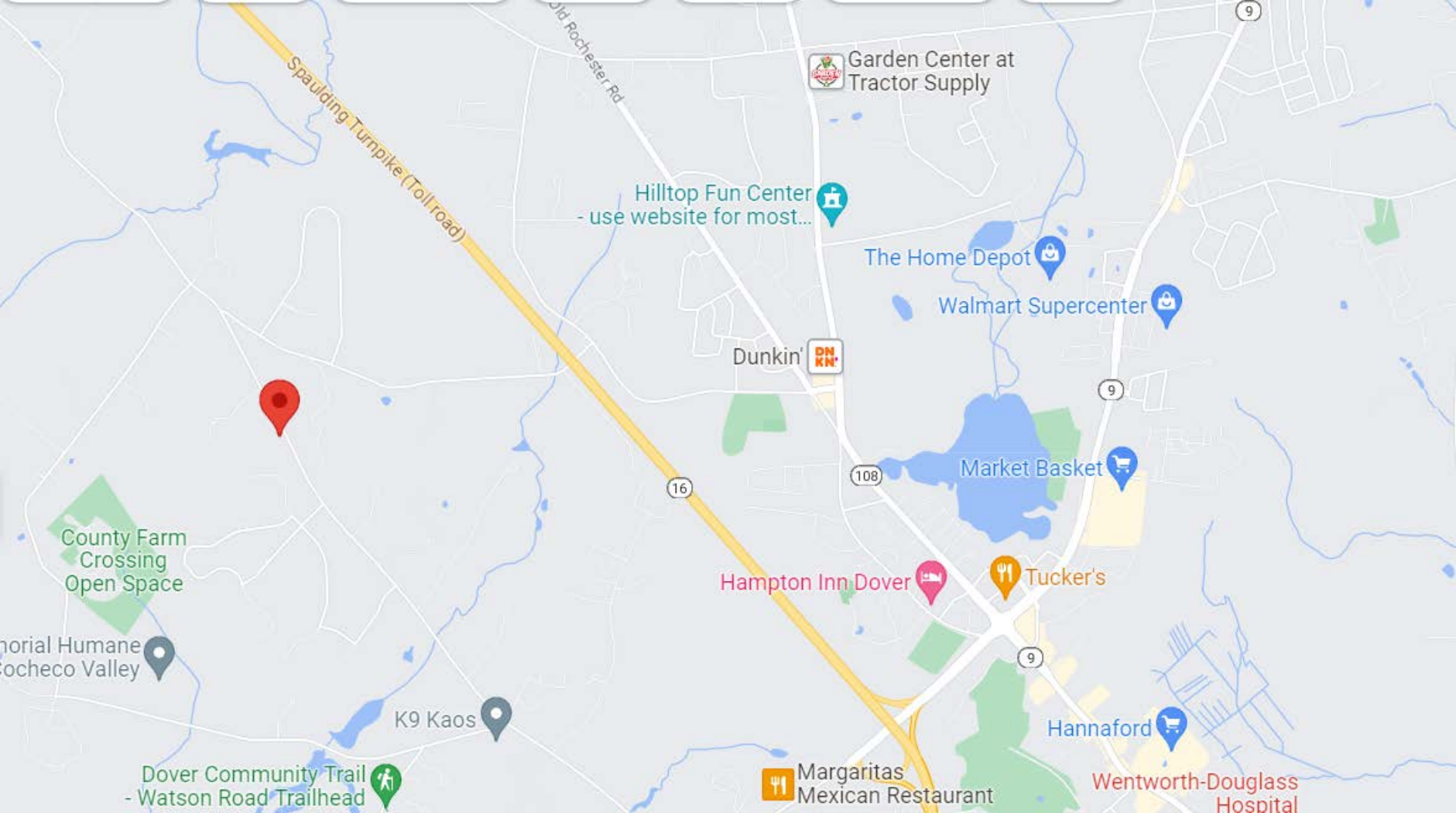
Permit Information				
Date	Permit #	Price	Purpose	% Comp.
				0
				0

Land Information				
Type	Size	Grade	Influence Factor 1, 2 and %	Value
Primary	A	1 0	0	160,000
Residual	A	0.37 0	0	5,330
 Total Acres for this Parcel				1.37
Total Land Value				165,300

Out Building Information								
Type	Qty	Year	Size1	Size2	Grade	Cond	%Good	Value
Carport	1	1992	10	20	C	F	15%	670
Shed-Frame	1	1992	9	20	C	F	15%	810
	0	0	0	0			0%	0
	0	0	0	0			0%	0
	0	0	0	0			0%	0
	0	0	0	0			0%	0
	0	0	0	0			0%	0
Total OBY for this card								1,480



Inspection witness by: _____



Spaulding Turnpike (Toll road)

Old Rochester Rd

Garden Center at Tractor Supply

Hilltop Fun Center
- use website for most...

The Home Depot

Walmart Supercenter

Dunkin'

Market Basket

Hampton Inn Dover

Tucker's

County Farm Crossing Open Space

Memorial Humane
of the Cocheo Valley

K9 Kaos

Dover Community Trail
- Watson Road Trailhead

Hannaford

Margaritas Mexican Restaurant

Wentworth-Douglass Hospital





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TO BE COMPLETED BY SELLER

The following answers and explanations are true and complete to the best of SELLER'S knowledge. This statement has been prepared to assist prospective BUYERS in evaluating SELLER'S property. This disclosure is not a warranty of any kind by the SELLER, or any real estate FIRM representing the SELLER, and is not a substitute for any inspection by the BUYER. SELLERS authorize FIRM in this transaction to disclose the information in this statement to other real estate agents and to prospective buyers of this property.

NOTICE TO SELLER(S): COMPLETE ALL INFORMATION AND STATE NOT APPLICABLE OR UNKNOWN AS APPROPRIATE. IF ANY OF THE INFORMATION IN THIS PROPERTY DISCLOSURE FORM CHANGES FROM THE DATE OF COMPLETION, YOU ARE TO NOTIFY THE LISTING FIRM PROMPTLY IN WRITING.

- 1. SELLER: Estate of Joan M. Cheney
- 2. PROPERTY LOCATION: 566 6th Street, Dover, NH 03820
- 3. CONDOMINIUM, CO-OP, PUD DISCLOSURE RIDER OR MULTIFAMILY DISCLOSURE RIDER ATTACHED? Yes No
- 4. SELLER: has has not occupied the property for 66 years.

5. WATER SUPPLY

Please answer all questions regardless of type of water supply.

- a. TYPE OF SYSTEM: Public Private Seasonal Unknown
 Drilled Dug Other

- b. INSTALLATION: Location: _____
Installed By: _____ Date of Installation: _____
What is the source of your information? _____

- c. USE: Number of persons currently using the system: 2
Does system supply water for more than one household? Yes No

- d. MALFUNCTIONS: Are you aware of or have you experienced any malfunctions with the (public/private/other) water systems?
Pump: Yes No N/A Quantity: Yes No
Quality: Yes No Unknown

If YES to any question, please explain in Comments below or with attachment.

- e. WATER TEST: Have you had the water tested? Yes No Date of most recent test _____
IF YES to any question, please explain in Comments below or with attachment.
Are you aware of any test results reported as unsatisfactory or satisfactory with notations? Yes No
IF YES, are test results available? Yes No
What steps were taken to remedy the problem?

COMMENTS:

6. SEWAGE DISPOSAL SYSTEM

- a. TYPE OF SYSTEM: Public: Yes No Community/Shared: Yes No
Private: Yes No Unknown
Septic Design Available: Yes No

- b. IF PUBLIC OR COMMUNITY/SHARED
Have you experienced any problems such as line or other malfunctions? Yes No
What steps were taken to remedy the problem? _____

- c. IF PRIVATE:
TANK: Septic Tank Holding Tank Cesspool Unknown Other
Tank Size _____ Gal. Unknown Other: _____
Tank Type Concrete Metal Unknown Other: _____
Location: _____ Location Unknown Date of Installation: _____
Date of Last Servicing: _____ Name of Company Servicing Tank: _____
Have you experienced any malfunctions? Yes No
Comments: _____

SELLER(S) INITIALS JK / _____

BUYER(S) INITIALS _____ / _____

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PROPERTY LOCATION: 566 6th Street, Dover, NH 03820

d. LEACH FIELD: Yes No Other: _____
 IF YES, Location: _____ Size: _____ Unknown: _____
 Date of installation of leach field: _____ Installed By: _____
 Have you experienced any malfunctions? Yes No
 Comments: _____

e. IS SYSTEM LOCATED ON "DEVELOPED WATERFRONT" as described in RSA 485-A? Yes No Unknown
 IF YES, has a site assessment been done? Yes No Unknown
 Source of Information: _____
 Comments: _____

FOR ADDITIONAL INFORMATION THE BUYER IS ENCOURAGED TO CONTACT THE NH DEPARTMENT OF ENVIRONMENTAL SERVICES SUBSURFACE SYSTEMS BUREAU

7. INSULATION	<u>LOCATION</u>	<u>Yes</u>	<u>No</u>	<u>Unknown</u>	<u>If YES, Type</u>	<u>Amount</u>	<u>Unknown</u>
	Attic or Cap	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	<input type="checkbox"/>
	Crawl Space	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>
	Exterior Walls	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	<input type="checkbox"/>
	Floors	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	<input type="checkbox"/>
	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>

8. HAZARDOUS MATERIAL

a. UNDERGROUND STORAGE TANKS - Current or previously existing:

Are you aware of any past or present underground storage tanks on your property? Yes No Unknown IF YES: Are tanks currently in use? Yes No
 IF NO: How long have tank(s) been out of service? _____
 What materials are, or were, stored in the tank(s)? _____
 Age of tank(s): _____ Size of tank(s): _____
 Location: _____
 Are you aware of any past or present problems such as leakage, etc? Yes No
 Comments: _____
 If tanks are no longer in use, have the tanks been removed? Yes No Unknown
 Comments: _____

b. ASBESTOS - Current or previously existing:

As insulation on the heating system pipes or ducts? Yes No Unknown
 In the siding? Yes No Unknown In the roofing shingles? Yes No Unknown
 In flooring tiles? Yes No Unknown Other _____ Yes No Unknown
 If YES, Source of information: _____
 Comments: _____

c. RADON/AIR - Current or previously existing:

Has the property been tested? Yes No Unknown
 If YES: Date: _____ By: _____
 Results: _____ If applicable, what remedial steps were taken? _____
 Has the property been tested since remedial steps? Yes No
 Are test results available? Yes No
 Comments: _____

SELLER(S) INITIALS JK / _____

BUYER(S) INITIALS _____ / _____

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TO BE COMPLETED BY SELLER

PROPERTY LOCATION: 566 6th Street, Dover, NH 03820

d. RADON/WATER - Current or previously existing:

Has the property been tested? Yes No Unknown

If YES: Date: _____ By: _____

Results: _____ If applicable, what remedial steps were taken? _____

Has the property been tested since remedial steps? Yes No

Are test results available? Yes No Comments: _____

e. LEAD-BASED PAINT - Current or previously existing:

Are you aware of lead-based paint on this property? Yes No

If YES: Source of information: _____

Are you aware of any cracking, peeling, or flaking lead-based paint? Yes No

Comments: _____

f. Are you aware of any other hazardous materials? Yes No

If YES: Source of information: _____

Comments: _____

9. GENERAL INFORMATION

a. Is this property subject to liens, encroachments, easements, rights-of-way, leases, restrictive covenants, attachments, life estates, or right of first refusal?

Yes No Unknown If YES, Explain: _____

What is your source of information? _____

b. Is this property subject to special assessments, betterment fees, association fees, or any other transferable fees?

Yes No Unknown If YES, Explain: _____

What is your source of information? _____

c. Are you aware of any onsite landfills or any other factors, such as soil, flooding, drainage, etc?

Yes No If YES, Explain: _____

d. Are you aware of any problems with other buildings on the property? Yes No

If YES, Explain: Storage Bldg Needs Repair

e. Are you receiving a tax exemption or reduction for this property for any reason including but not limited to current use, land conservation, etc.?

YES NO UNKNOWN If YES, Explain: _____

f. Is this property located in a Federally Designated Flood Hazard Zone? Yes No Unknown

Comments: _____

g. Has the property been surveyed? Yes No Unknown If YES, By: _____

If YES, is survey available? Yes No Unknown

h. How is the property zoned? _____

i. Street (check one): Public Private Association

If private, is there a written road maintenance agreement? Yes No

Additional Information: _____

j. Heating System Age: ? Type: FURNACE Fuel: oil Tank Location: Basement

Owner of Tank: JOAN CHEVREY ESTATE

Annual Fuel Consumption: _____ Price: _____ Gallons: _____

Date system was last serviced and by whom? 3-23 DF Richard Dover N.H

Secondary Heat Systems: Wood Stove Basement

Comments: _____

SELLER(S) INITIALS JH | _____

BUYER(S) INITIALS _____ | _____

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PROPERTY LOCATION: 566 6th Street, Dover, NH 03820

- k. Roof Age: 1 yr Type of Roof Covering: SHingles
Moisture or leakage: Heavy Rain minor Leakage in KIT AREA Since Roof Replaced
Comments: was checked by Roofing Co - Not the Roof-
- l. Foundation/Basement: Full Partial Other: _____ Type: _____
Moisture or leakage: _____
Comments: _____
- m. Chimney(s) How Many? 1 Lined? _____ Last Cleaned: _____ Problems? _____
Comments: may need Flashing Repair around chimney
- n. Plumbing Type: Copper Age: _____
Comments: _____
- o. Domestic Hot Water: Age: unknown Type: on Demand Gallons: 3
- p. Electrical System: # of Amps 100? Circuit Breakers Fuses
Comments: Total Amps Unverified
Solar Panels: Leased Owned If leased, explain terms of agreement: _____
Comments: _____
- q. Modifications: Are you aware of any modifications or repairs made without the necessary permits? Yes No
If Yes, please explain: _____
- r. Pest Infestation: Are you aware of any past or present pest infestations? Yes No Type: _____
Comments: _____
- s. Methamphetamine Production: Do you have knowledge of methamphetamine production ever occurring on the property? (Per RSA 477:4-g) Yes No If YES, please explain: _____
- t. Air Conditioning: Type: Age: _____ Date Last Serviced and by whom: _____
Comments: _____
- u. Pool: Age : Heated: Yes No Type: _____ Last Date of Service: _____
By Whom: _____
- v. Generator: Portable: Yes No Whole House: Yes No Kw/Size: _____ Last Date of Service: _____
If Portable: Included Negotiable
Comments: _____
- w. Internet: Type Currently Used at Property: X Fivity - ComCAST
- x. Other (e.g. Alarm System, Irrigation System, etc.): _____
Comments: _____

NOTICE TO PURCHASER(S): PRIOR TO SETTLEMENT YOU SHOULD EXERCISE WHATEVER DUE DILIGENCE YOU DEEM NECESSARY WITH RESPECT TO ADJACENT PARCELS IN ACCORDANCE WITH THE TERMS AND CONDITIONS AS MAY BE CONTAINED IN PURCHASE AND SALES AGREEMENT AND DEPOSIT RECEIPT. YOU SHOULD EXERCISE WHATEVER DUE DILIGENCE YOU DEEM NECESSARY WITH RESPECT TO INFORMATION ON ANY SEXUAL OFFENDERS REGISTERED UNDER NH RSA CHAPTER 651-B. SUCH INFORMATION MAY BE OBTAINED BY CONTACTING THE LOCAL POLICE DEPARTMENT.

SELLER(S) INITIALS JH /

BUYER(S) INITIALS /

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10. ADDITIONAL INFORMATION

a. ATTACHMENT EXPLAINING CURRENT PROBLEMS, PAST REPAIRS, OR ADDITIONAL INFORMATION?
 Yes No

b. ADDITIONAL COMMENTS:

9-19-23 - PAINT, oil + OTHER UNKNOWN
chemical CONTAINERS ARE LOCATED ON
THE PROPERTY AND WILL REMAIN.
Possible mold NOTICED ON BATHROOM
WALL.
J.H.

ACKNOWLEDGEMENTS

SELLER ACKNOWLEDGES THAT HE/SHE HAS PROVIDED THE ABOVE INFORMATION AND THAT SUCH INFORMATION IS ACCURATE, TRUE AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE. SELLER AUTHORIZES THE LISTING BROKER TO DISCLOSE THE INFORMATION CONTAINED HEREIN TO OTHER BROKERS AND PROSPECTIVE PURCHASERS.

SELLER(S) MAY BE RESPONSIBLE AND LIABLE FOR ANY FAILURE TO PROVIDE KNOWN INFORMATION TO BUYER(S).

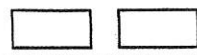
John Hayes Executor 9-7-23
SELLER DATE

Estate of Joan Chevey
SELLER DATE

BUYER ACKNOWLEDGES RECEIPT OF THIS PROPERTY DISCLOSURE RIDER AND HEREBY UNDERSTANDS THE PRECEDING INFORMATION WAS PROVIDED BY SELLER AND IS NOT GUARANTEED BY BROKER/AGENT. THIS DISCLOSURE STATEMENT IS NOT A REPRESENTATION, WARRANTY OR GUARANTY AS TO THE CONDITION OF THE PROPERTY BY EITHER SELLER OR BROKER. BUYER IS ENCOURAGED TO UNDERTAKE HIS/HER OWN INSPECTIONS AND INVESTIGATIONS VIA LEGAL COUNSEL, HOME, STRUCTURAL OR OTHER PROFESSIONAL AND QUALIFIED ADVISORS AND TO INDEPENDENTLY VERIFY INFORMATION DIRECTLY WITH THE TOWN OR MUNICIPALITY.

BUYER DATE

BUYER DATE



Know All Men By These Presents

LIBER

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THAT I, Robert A. Cheney of Dover, County of Strafford and State of New Hampshire, for consideration paid, grant to Robert A. Cheney and Joan M. Cheney, both of Dover, County of Strafford and State of New Hampshire, as joint tenants with rights of survivorship, and not as tenants in common, with warranty covenants a certain tract of land, with the buildings thereon, situate on Sixth Street, in Dover, County of Strafford and State of New Hampshire, bounded and described as follows; viz:

Beginning at an iron pipe driven in the ground at the southeasterly corner of the lot herein conveyed on the westerly side of Upper Sixth Street and thence running Southwesterly two hundred (200) feet to an iron pipe driven in the ground at other land of Alfred Weeden; thence Northwesterly one hundred (100) feet by said other land of Alfred Weeden, to an iron pipe set in the ground at land known as Lot Number Twenty (#20); thence Northeasterly two hundred (200) feet by said lot #20 to an iron pipe set in the ground at the side of Upper Sixth Street; thence Southeasterly one hundred (100) feet by said Upper Sixth Street to the point of beginning.

Being the same premises conveyed to Robert A. Cheney by Alfred Weeden by deed dated July 26, 1957.

And I, Joan M. Cheney

(wife) ~~XXXXXXXX~~ of said grantor, release to and guarantee all rights of (dower) ~~XXXXXXXX~~ and homestead and other interests therein

Witness our hand and seal this 28th day of August, 1963

WITNESSES:

Philip W. Hesterman
The State

Robert A. Cheney
Joan M. Cheney

STATE OF NEW HAMPSHIRE

COUNTY OF Strafford

On this the 28th day of August, 1963, before me, the undersigned officer, personally appeared Robert A. Cheney and Joan M. Cheney known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Philip W. Hesterman
Justice of the Peace

Title of Officer

REAL ESTATE PURCHASE & SALE AGREEMENT

The undersigned purchaser, as the successful bidder at a certain auction of the real property described below or on Exhibit A, herein agrees to purchase said real estate in accordance with the following terms and conditions:

1. Seller(s): Estate of Joan M. Cheney, by
 John V. Hayes, Executor
 Street: 45 Bay Haven Road
 City/State/Zip: York, Maine 03909
 Telephone #: _____
- Buyer(s): _____
 Street: _____
 City/State/Zip: _____
 Telephone #: _____

2. Property: Land Land & Buildings Condo Other: _____
 Street Address: 566 Sixth Street City/Town: Dover
 County: Strafford State: New Hampshire
 Also known as Tax Map B-4, Lot F-0 with deed recorded at the Strafford County Registry of Deeds at Book 767, Page 403.

3. BID PRICE (HAMMER PRICE): \$ _____
 10% BUYER'S PREMIUM: \$ _____
 TOTAL PURCHASE PRICE DUE FROM BUYER: \$ _____
- INITIAL DEPOSIT, to be held by Paul McInnis LLC Escrow Account, Receipt of which is acknowledged and is NON-REFUNDABLE,
 10% of the Total Purchase Price \$ _____
- Additional Deposit: \$ _____
- BALANCE DUE AT TRANSFER OF TITLE: \$ _____

4. Transfer of Title: In accordance with the terms of the auction sale, title shall be transferred and the balance of the purchase price paid on or before Friday, November 17th at a time and place to be agreed upon. If no time and place is agreed upon, title shall be transferred at Paul McInnis LLC on One Juniper Road, North Hampton, New Hampshire on Friday, November 17th at 10:00 a.m.

_____,
 Seller

_____,
 Buyer

5. Title shall be transferred by Fiduciary deed free of all liens, subject to all easements and restrictions of record. Buyer acknowledges that Buyer has determined the status of the real estate title and agrees to take title to the property "as is".
6. Seller shall keep the premises insured during the term of this Agreement. In the event of damage by fire, or other casualty, with loss greater than \$10,000.00 the Seller shall either restore the premises to their former condition or the Buyer, at his election, may cancel this Agreement, in which case this Agreement shall be void, or accept the premises in its then condition together with proceeds of such insurance which Seller agrees to assign to Buyer if Buyer so elects.
7. Real estate taxes, utilities (*including unused oil or gas in the fuel tank if applicable*) and any water or sewer (*if any*) charges against the property shall be apportioned as of the date of transfer of title.
8. Buyer is purchasing the property "as is" and waives all building, environmental, radon and all other inspections and tests of the property of any kind (*other than a lead paint inspection as outlined in item #15 if applicable*). Buyer acknowledges the receipt of the Property Disclosure attached hereto and incorporated herein by reference.
9. This Agreement is NOT contingent on Buyer obtaining financing for the purchase price.
10. This Instrument is to be construed as a New Hampshire 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 heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the Seller and the Buyer. If two or more persons are named herein as Buyers and Sellers, their obligation hereunder shall be joint and several.
11. TIME IS OF THE ESSENCE as to all dates referenced in this contract. Where necessary to effectuate the intent of the parties, the Agreement shall survive the closing.
12. Personal property included: *any remaining residual personal property at time of closing.*
13. All representations, statements and agreements heretofore made between the parties are merged in this Agreement, which alone fully and completely expresses their obligations. This Agreement is entered into by each party after opportunity for investigation, neither party relying on any statements or representations not embodied in this Agreement, made by the other or on his behalf.
14. Seller and Buyer agree that Paul McInnis LLC is exclusively responsible for bringing about this sale and that no commission is due any other broker or agent, except as follows:

15. In compliance with the requirements of RSA 477:4-a, the following information is provided to BUYER relative to Radon Gas and Lead Paint:

RADON: Radon, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. Radon gas may pass into a structure through the ground or through water from a deep well. Testing of the air by a professional certified in radon testing and testing of the water by an accredited laboratory can establish radon's presence and equipment is available to remove it from the air or water.

Seller

Buyer

ARSENIC: Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water. The buyer is encouraged to consult the New Hampshire department of environmental services private well testing recommendations (www.des.nh.gov) to ensure a safe water supply if the subject property is served by a private well.

LEAD PAINT: Before 1978, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present.
Note: lead paint/lead paint hazards – Federal law requires that individuals purchasing residential housing built before 1978 receive a 10-day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. Buyer acknowledges that they are given the opportunity to conduct such risk assessment or inspection within the next 10 days. Buyer also acknowledges that results of such risk assessment or inspection will NOT affect any terms of this Real Estate Purchase & Sale Agreement included but not limited to the price and terms agreed upon as well as the buyers' decision to go forward with the purchase of the property.

16. Addenda Attached __Yes, X No

IN WITNESS WHEREOF, the parties have hereunto set their hands this day.

Witness

Seller - John V. Hayes, Executor Date

Witness

Purchaser: Date

Witness

Purchaser: Date

Revised: January 2019

© 2023 Paul McInnis LLC

Seller

Buyer

How to Bid Online

In order to bid online, any prospective bidder must first request a property information package. The next step is to create an online bidding account at: auction.paulmcinnis.com/auctions (refer to the Due Diligence Checklist contained in the property information package). Finally, submit your bidder registration form with the required bidder deposit to the Auctioneer.

The Bidder Registration Form can be found on the last page of the property information package. It can be hand delivered, mailed or emailed to the office of the Auctioneer at 1 Juniper Road, North Hampton, NH 03862. It can be emailed to admin@paulmcinnis.com or sent electronically through Dotloop. To use Dotloop, send your request to admin@paulmcinnis.com.

BIDDER DEPOSIT: At the time of registration, you will be required to deliver your refundable Bidder Deposit of \$5,000 either by physical check or E-check. By registering to bid you understand and agree that if you are not the successful bidder, this deposit will be returned to you. If you are the successful bidder and you fail to comply with the terms of the auction (specifically signing the Real Estate Purchase & Sale Agreement and delivering the required earnest money deposit by Thursday, October 5th at 1:00 p.m.) you hereby authorize the Auction Company to retain your \$5,000 Bidder Deposit as a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$5,000 U.S. dollars.

To deliver the Bidder Deposit by physical check, you may deliver the \$5,000 Bidder Deposit to our office or at an open house. To deliver your Bidder Deposit by E-check you will do so through EARNNEST. **EARNNEST** is a digital payment platform, and a link can be found either on the Auctioneer's website or by request of the auctioneer at admin@paulmcinnis.com. Once your Bidder Registration Form and Bidder Deposit have been received, your online bidding account has been created, and Paul McInnis LLC has determined that you have met all the requirements, we will activate your account and you will be able to bid.

You can access the online auction portal, auction.paulmcinnis.com/auctions, by [clicking here](#).

As shown below, you will need to **"Register/Login"** in the upper right-hand corner of your screen to register and create your online bidding account. You can also click "request to bid" next to the property you are interested in, and you will be prompted to create your auction.paulmcinnis.com/auctions account.



Please contact the auction office with any questions
admin@paulmcinnis.com or (603) 964-1301





AUCTIONS - REAL ESTATE - RESULTS

1 Juniper Road, North Hampton, NH 03862
paulmcinnis.com
Phone (603) 964-1301 Fax (603) 964-1302

Email completed form to
admin@paulmcinnis.com

ONLINE BIDDER REGISTRATION FORM • 23PM-22
BIDDING STARTS: Wednesday, September 27th at 9:00 a.m.
BIDDING ENDS: Wednesday, October 4th at 1:00 p.m.
PROPERTY: 566 Sixth Street, Dover, NH

FIRST NAME, MIDDLE INITIAL, & LAST NAME
HOME ADDRESS
CITY, STATE, & ZIP CODE
MOBILE TELEPHONE NUMBER (MUST BE ABLE TO RECEIVE SMS MESSAGES)
EMAIL ADDRESS

Registration: At the time of registration, you will be required to deliver your refundable bidder deposit of \$5,000 either by physical check or E-check. By registering to bid you understand and agree that if you are not the successful bidder, this deposit will be returned to you. If you are the successful bidder and you fail to comply with the terms of the auction (specifically signing the Real Estate Purchase & Sale Agreement and delivering the required earnest money deposit by Thursday, October 5th at 1:00 p.m.) you hereby authorize the Auction Company to retain your \$5,000 bidder deposit as a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$5,000 U.S. dollars.

Terms: A \$5,000 deposit by check or e-check will be delivered to the auction company as a qualification to bid. Successful bidder to deliver earnest money totaling 10% of the total purchase price no later than, Thursday, October 5th at 1:00 p.m. with the balance due at closing within 45 days of the auction. A 10% buyer's premium will be added to the high bid price to become the total purchase price. Property is being sold free and clear of all liens by Fiduciary Deed. Offered subject to confirmation of the Executor

I hereby represent that I have reviewed the Property Information Package including the General Terms & Conditions, Purchase & Sale Agreement, and the Suggested Due Diligence Checklist and I agree to abide by any and all Terms.

PRINT BUYER'S NAME:

SIGNATURE OF BIDDER:

DATE:

23PM-22 Reviewed by:
