

# AUCTION



## 3-Bedroom Contemporary on 1.41 Acres Danville, NH

Online-Only Auction Ends: Tuesday, August 24<sup>th</sup> at 3:00 p.m.

**30 Caleb Drive** is a 3-bedroom Contemporary style home with a two-car under garage in the Colby Pond neighborhood. The home was built in 1997, totals 2,456 sq.ft. with 3-bedrooms, 3-bathrooms and sits on 1.41 acres. The kitchen is open with vaulted ceilings, newer appliances and is directly connected to the dining room. There is a large living room with gas fireplace, office, and first floor laundry room. On the second floor there are generously sized bedrooms and a full bath plus a large primary bedroom with private ensuite bathroom. The home includes central ac, bamboo flooring and a whole house fan. Connected to the garage is a workshop with additional private office. Tax Map 1, Lot 66, Sub-lot 58.

**Open House:** Wednesday, August 17<sup>th</sup> from 2:00 p.m. to 4:00 p.m. and Monday, August 22<sup>nd</sup> from 4:00 p.m. 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, August 25<sup>th</sup> 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 Executrix.



# TABLE OF CONTENTS

- NH Brokerage Relationship Disclosure
- Suggested Due Diligence Checklist
- General Terms & Conditions
- Executive Summary
- Photo Page
- Assessor's Card
- Tax Map
- Seller Property Disclosure
- Quitclaim Deed, Book 6296, Page 720
- Sample Purchase & Sale Agreement
- How to Bid Online
- Online Bidder Registration Form

**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.



**State of New Hampshire**  
**OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION**  
**DIVISION OF LICENSING AND BOARD ADMINISTRATION**  
 7 Eagle Square, Concord, NH 03301-4980  
 Phone: 603-271-2152

**BROKERAGE RELATIONSHIP DISCLOSURE FORM**  
**(This is Not a Contract)**

*This form shall be presented to the consumer at the time of first business meeting, prior to any discussion of confidential information*

**Right Now, You Are a Customer**

As a customer, the licensee with whom you are working is not obligated to keep confidential the information that you might share with him or her. As a customer, you should not reveal any confidential information that could harm your bargaining position.

**As a customer, you can expect a real estate licensee to provide the following customer-level services:**

- To disclose all material defects known by the licensee pertaining to the on-site physical condition of the real estate;
- To treat both the buyer/tenant and seller/landlord honestly;
- To provide reasonable care and skill;
- To account for all monies received from or on behalf of the buyer/tenant or seller/landlord relating to the transaction;
- To comply with all state and federal laws relating to real estate brokerage activity; and
- To perform ministerial acts, such as showing property, preparing, and conveying offers, and providing information and administrative assistance.

**To Become a Client**

Clients receive more services than customers. You become a client by entering into a written contract for representation as a seller/landlord or as a buyer/tenant.

**As a client, in addition to the customer-level services, you can expect the following client-level services**

- Confidentiality;
- Loyalty;
- Disclosure;
- Lawful Obedience; and
- Promotion of the client's best interest.
- For seller/landlord clients this means the agent will put the seller/landlord's interests first and work on behalf of the seller/landlord.
- For buyer/tenant clients this means the agent will put the buyer/tenant's interest first and work on behalf of the buyer/tenant.

**Client-level services also include advice, counsel, and assistance in negotiations.**

**For important information about your choices in real estate relationships, please see page 2 of this disclosure form.**

I acknowledge receipt of this disclosure as required by the New Hampshire Real Estate Commission (Pursuant to Rea 701.01).  
**I understand as a customer I should not disclose confidential information.**

Name of Consumer (Please Print)		Name of Consumer (Please Print)	
Signature of Consumer	Date	Signature of Consumer	Date
Provided by: Name & License #		Date	(Name and License # of Real Estate Brokerage Firm)
<input type="checkbox"/> consumer has declined to sign this form (Licensees Initials)			

## *Types of Brokerage Relationships commonly practiced in New Hampshire*

### *SELLER AGENCY (RSA 331-A:25-b)*

A seller agent is a licensee who acts on behalf of a seller or landlord in the sale, exchange, rental, or lease of real estate. The seller is the licensee's client, and the licensee has the duty to represent the seller's best interest in the real estate transaction.

### *BUYER AGENCY (RSA 331-A:25-c)*

A buyer agent is a licensee who acts on behalf of a buyer or tenant in the purchase, exchange, rental, or lease of real estate. The buyer is the licensee's client, and the licensee has the duty to represent the buyer's best interests in the real estate transaction.

### *SINGLE AGENCY (RSA 331-A:25-b; RSA 331-A:25-c)*

Single agency is a practice where a firm represents the buyer only, or the seller only, but never in the same transaction. Disclosed dual agency cannot occur.

### *SUB-AGENCY (RSA 331-A:2, XIII)*

A sub-agent is a licensee who works for one firm but is engaged by the principal broker of another firm to perform agency functions on behalf of the principal broker's client. A sub-agent does not have an agency relationship with the customer.

### *DISCLOSED DUAL AGENCY (RSA 331-A:25-d)*

A disclosed dual agent is a licensee acting for both the seller/landlord and the buyer/tenant in the same transaction with the knowledge and written consent of all parties.

The licensee cannot advocate on behalf of one client over another. Because the full range of duties cannot be delivered to both parties, written informed consent must be given by all clients in the transaction.

A dual agent may not reveal confidential information without written consent, such as:

1. Willingness of the seller to accept less than the asking price.
2. Willingness of the buyer to pay more than what has been offered.
3. Confidential negotiating strategy not disclosed in the sales contract as terms of the sale.
4. Motivation of the seller for selling nor the motivation of the buyer for buying.

### *DESIGNATED AGENCY (RSA 331-A:25-e)*

A designated agent is a licensee who represents one party of a real estate transaction and who owes that party client-level services, whether or not the other party to the same transaction is represented by another individual licensee associated with the same brokerage firm.

### *FACILITATOR (RSA 331-A:25-f)*

A facilitator is an individual licensee who assists one or more parties during all or a portion of a real estate transaction without being an agent or advocate for the interests of any party to such transaction. A facilitator can perform ministerial acts, such as showing property, preparing and conveying offers, and providing information and administrative assistance, and other customer-level services listed on page 1 of this form. This relationship may change to an agency relationship by entering into a written contract for representation, prior to the preparation of an offer.

### *ANOTHER RELATIONSHIP (RSA 331-A:25-a)*

If another relationship between the licensee who performs the service and the seller, landlord, buyer or tenant is intended, it must be described in writing and signed by all parties to the relationship prior to services being rendered.

# SUGGESTED DUE DILIGENCE CHECKLIST

For Online Bidders

30 Caleb Drive, Danville, NH

BIDDING OPENS: **Wednesday, August 17<sup>th</sup> at 9:00 a.m.**

BIDDING ENDS: **Wednesday, August 24<sup>th</sup> at 3:00 p.m.**

## ITEMS TO COMPLETE –

- Review the Real Estate Brokerage Relationship Form
- Review the General Terms & Conditions for Online Bidders
- Review the Property Information Package and Links to Additional Documents and Due Diligence
- Review the Purchase & Sale Agreement
- Sign up to bid online at paulmcinnis.nextlot.com [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](mailto: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](mailto:justin@paulmcinnis.com)



## GENERAL TERMS & CONDITIONS

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

**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 [paulmcinnis.nextlot.com](http://paulmcinnis.nextlot.com) 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](mailto:admin@paulmcinnis.com) or sent electronically through Dotloop. To use Dotloop, send your request to [admin@paulmcinnis.com](mailto: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, August 25th 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 a digital payment platform. You may request this option by emailing [admin@paulmcinnis.com](mailto: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, August 17<sup>th</sup> at 9:00 a.m. and the bidding will end on Wednesday, August 24<sup>th</sup> at 3:00 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.

**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 (2:58) 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 3:00 p.m. the bidding could be extended to 4:00 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 Executrix, 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 Executrix, 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 Executrix, 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 Executrix. 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 Executrix 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, August 25<sup>th</sup> 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, August 25<sup>th</sup> 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 Executrix in his 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 Executrix. Executrix 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

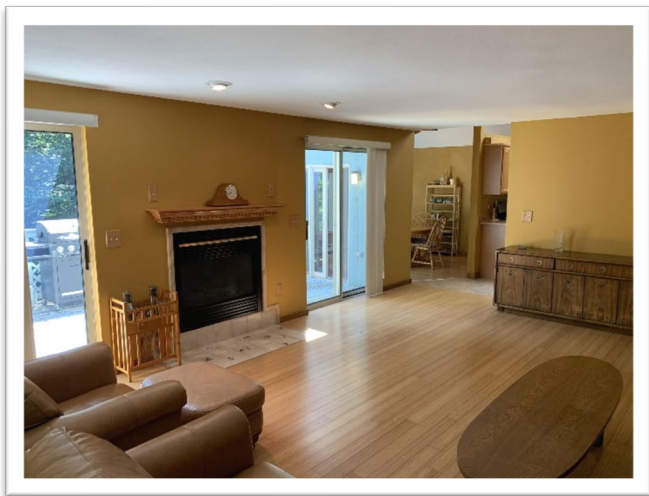
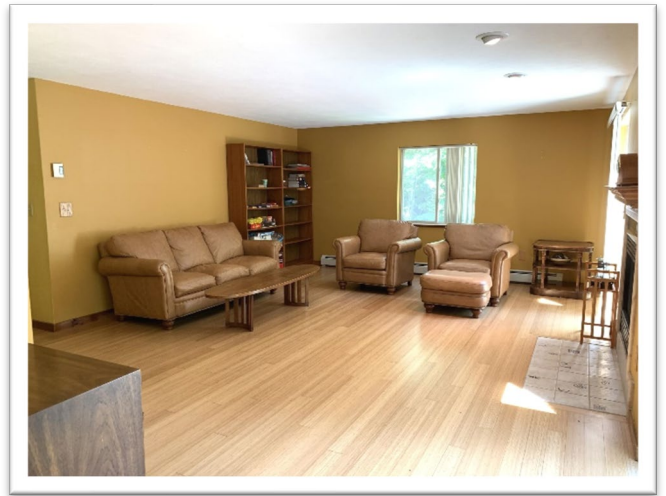
<b>ADDRESS</b>	30 Caleb Drive, Danville, NH
<b>TOWN REFERENCE</b>	Map 1, Lot 66, Sub-lot 58
<b>ROCKINGHAM COUNTY DEED REFERENCE</b>	Quitclaim Deed, Book 6296, Page 720
<b>2022 ASSESSED VALUE</b>	\$394,300
<b>2022 ANNUAL REAL ESTATE TAXES</b>	\$11,064
<b>UTILITIES</b>	Water: Community
<b>VEHICLE PARKING</b>	2-car garage, auto open
<b>ACREAGE</b>	1.41-acre lot
<b>ROAD FRONTAGE</b>	145'

<b>TYPE</b>	Contemporary
<b>YEAR BUILT</b>	1997
<b>LIVING AREA</b>	2456± sq.ft. finished above grade
<b>BASEMENT</b>	Semi-finished w/workshop & private office with built-in cabinets, overhead lighting.
<b>HVAC</b>	Gas LP forced hot water heat – Central air on second floor, mini split on first floor
<b>HOT WATER</b>	Off boiler

**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. Offertory 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.







Parcel ID: 000001 000066 000058 (CARD 1 of 1)  
Owner: TERRY, WILLIAM S  
Location: 30 CALEB DRIVE  
Ares: 1.410

General

Valuation

Building Value: \$262,000  
Features: \$5,300  
Taxable Land: \$127,000  
Card Value: \$394,300  
Parcel Value: \$394,300

Listing History

List Date Lister  
12/15/2020 FSQ1  
11/14/2011 KCML  
03/07/2008 FRR  
04/26/2007 JARX  
08/31/2006 JARO

[Review and Pay Property Taxes Online](#)

Notes: BLUE; SEALS BROKEN ON TWO WINDOWS, SEMI FIN BSMT 4/07 EST REPAIRS 100% NO V CHG JAR. EST 100% FRR 08, CHNG SIDING, LABELING, & INFO, ADD A/C 50%, DENIED INT 11/12KC

Sales

Sale Date	Sale Type	Qualified	Sale Price	Grantor	Book	Page
5/28/2021	IMPROVED	NO - NO TRANSFER STAMPS	\$0	TERRY, WILLIAM S	6296	0720
5/28/2021	IMPROVED	NO - NO TRANSFER STAMPS	\$0	TERRY, WILLIAM S	6296	0720
1/15/2004	IMPROVED	YES	\$325,000	COTE	4221	0965

Land

Size: 1.410 Ac.  
Zone: 01 - RURAL  
Neighborhood: AVG +10  
Land Use: 1F RES  
Site:  
Driveway:  
Road:  
Taxable Value: \$127,000

Land Type	Units	Base Rate	NC	Adj	Site	Road	Dway	Topo	Cond	Ad Valorem	SPI	R	Tax Value	Notes
1F RES	1.410 AC	115,413	F	110	100	100	100	100	100	127,000	0	N	127,000	

Building

2.00 STORY FRAME CONTEMP. Built In 1997

Roof: GABLE HIP  
Exterior: AVERAGE  
Interior: DRYWALL  
Flooring: CARPET  
Heat: GAS  
Bedrooms: 3  
Bathrooms: 3.0  
Fixtures: 0  
Extra Kitchens: 0  
Fireplaces: 0  
Generators: 0  
AC: YES  
Quality: AVG  
Size Adj: 0.9444  
Base Rate: 122.00  
Building Rate: 0.8783  
Sq. Foot Cost: 107.15  
Effective Area: 2,747  
Gross Living Area: 2,456  
HOT WATER  
Cost New: \$294,341

Depreciation	Normal AVERAGE	Physical	Functional BMF	Economic	Temporary	Total Dpr.	Assessment
	10%	0%	1%	0%	0%	11%	\$262,000

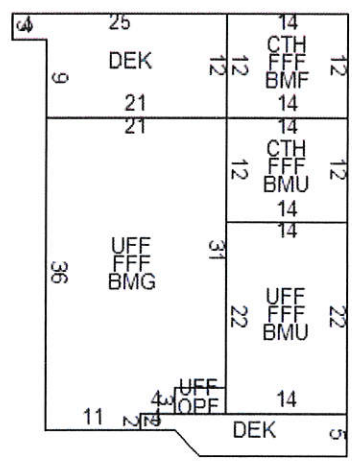
Features

Fixture Type	QTY	Length x Width	SIZE (sq)	Rate	Cost	Value	Notes
AS FIREPLACE	1		100	2500.00	100	\$2,500	
HEED WOOD	120	10 x 12	193	15.00	80	\$2,779	
<b>Total:</b>						<b>\$5,300</b>	

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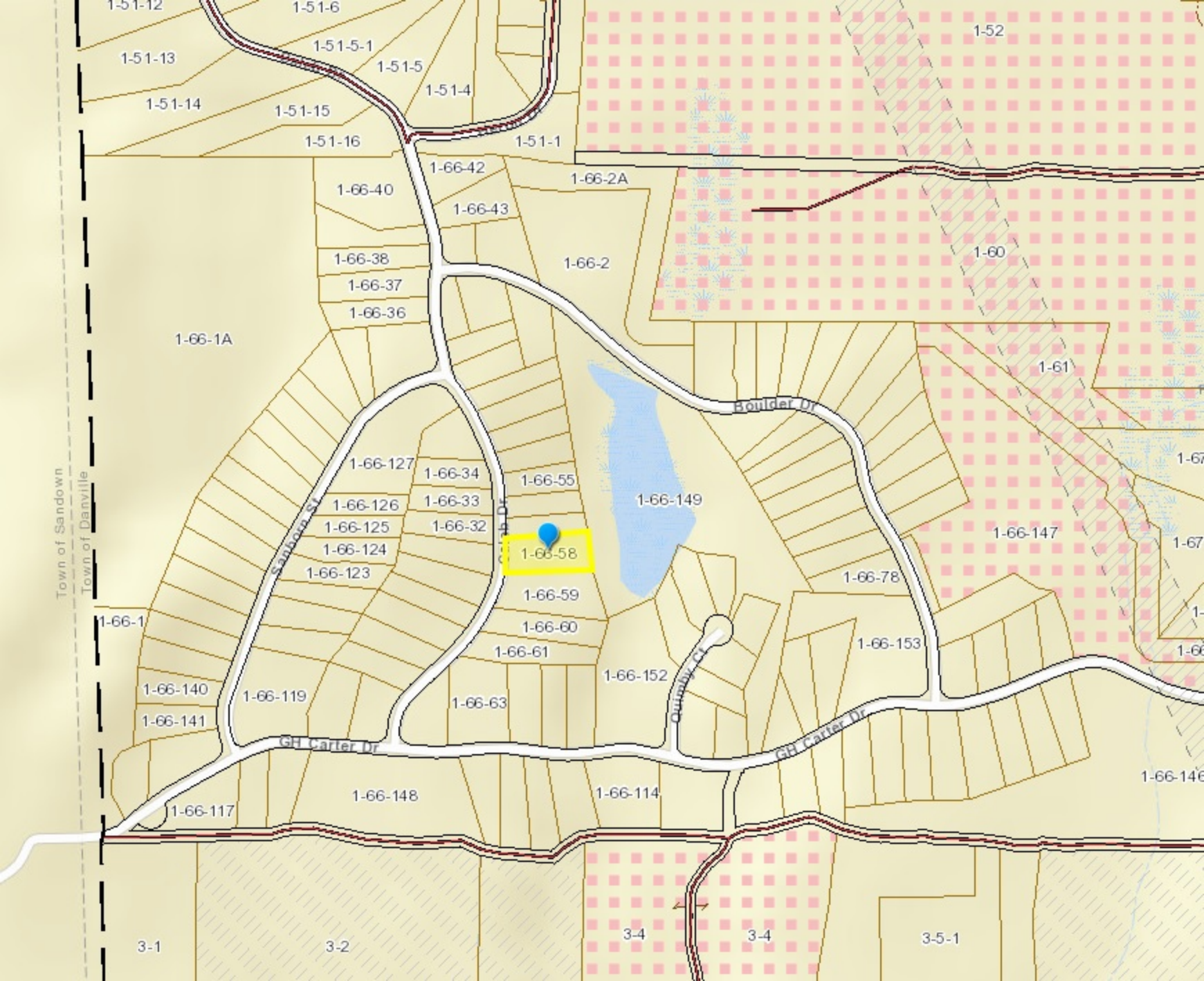


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Code	Description	Area	Eff Area	GL Area
DEK	DECK/ENTRANCE	368	37	0
UFF	UPPER FLR FIN	1,044	1,044	1,044
FFF	FST FLR FIN	1,362	1,362	1,362
BMG	BASEMENT GARAGE	718	144	0
CTH	CATHEDRAL CEILING	336	34	0
BMF	BSMNT FINISHED	168	50	50
BMU	BSMNT UNFINISHED	476	71	0
OPF	OPEN PORCH FIN	18	5	0
<b>Totals</b>			<b>2,747</b>	<b>2,456</b>

ap



Town of Sandown  
Town of Danville

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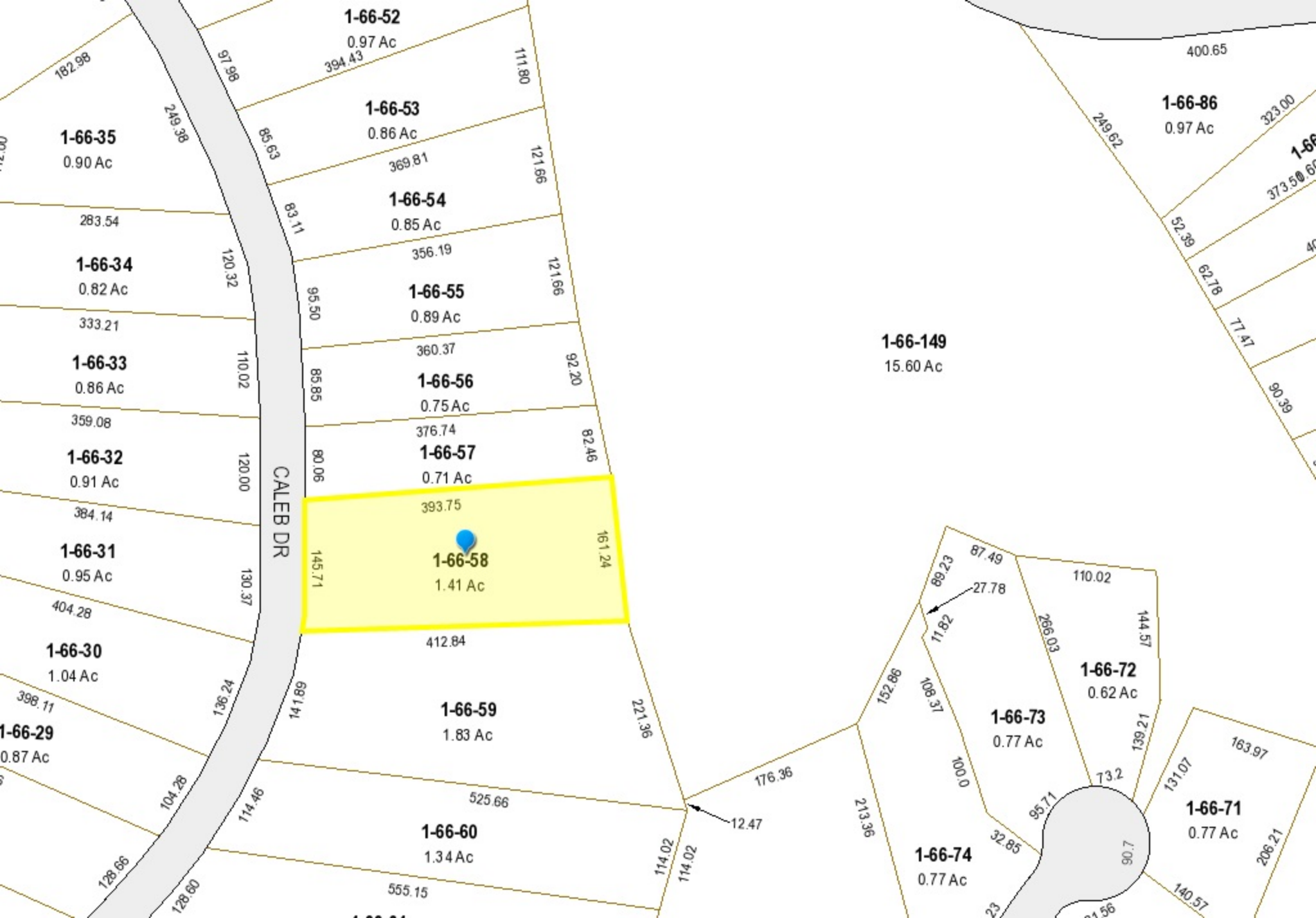
Sandown St

Boulder Dr

GH Carter Dr

Quimbok Ct

GH Carter Dr



# PROPERTY DISCLOSURE - RESIDENTIAL ONLY

New Hampshire Association of REALTORS® Standard Form



## 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 William S. Terry

2. PROPERTY LOCATION: 30 Caleb Drive, Danville, NH 03819

3. CONDOMINIUM, CO-OP, PUD DISCLOSURE RIDER OR MULTIFAMILY DISCLOSURE RIDER ATTACHED?  Yes  No

4. SELLER:  has  has not occupied the property for 18 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 community well. Hampstead water

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

c. USE: Number of persons currently using the system: none  
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: The company does test the water.

### 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: back yard  Location Unknown Date of Installation: \_\_\_\_\_  
Date of Last Servicing: \_\_\_\_\_ Name of Company Servicing Tank: Pete's  
Have you experienced any malfunctions?  Yes  No  
Comments: I think the last septic emptying was 2019.

SELLER(S) INITIALS / BUYER(S) INITIALS /

**PROPERTY DISCLOSURE - RESIDENTIAL ONLY**  
New Hampshire Association of REALTORS® Standard Form



**TO BE COMPLETED BY SELLER**

**PROPERTY LOCATION:** 30 Caleb Drive, Danville, NH 03819

**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. <b>INSULATION</b>	LOCATION	Yes	No	Unknown	If YES, Type	Amount	Unknown
	Attic or Cap	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input checked="" type="checkbox"/>
	Crawl Space	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	<input type="checkbox"/>
	Exterior Walls	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input checked="" 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: 2003 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: No radon detected

SELLER(S) INITIALS  / 

BUYER(S) INITIALS  / 



**PROPERTY DISCLOSURE - RESIDENTIAL ONLY**  
New Hampshire Association of REALTORS® Standard Form



**TO BE COMPLETED BY SELLER**

**PROPERTY LOCATION:** 30 Caleb Drive, Danville, NH 03819

**d. RADON/WATER - Current or previously existing:**

Has the property been tested?  Yes  No  Unknown

If YES: Date: 2004

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: \_\_\_\_\_

**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? residential**

**i. Heating System Age: \_\_\_\_\_ Type: \_\_\_\_\_ Fuel: propane Tank Location: front yard**

Owner of Tank: Proulx

Annual Fuel Consumption: \_\_\_\_\_ Price: \_\_\_\_\_ Gallons: \_\_\_\_\_

Date system was last serviced and by whom? 2020 Proulx

Secondary Heat Systems: \_\_\_\_\_

Comments: \_\_\_\_\_

**j. Roof Age: 2017 Type of Roof Covering: \_\_\_\_\_**

Moisture or leakage: none

Comments: I think it was 2017. Lane roofing

SELLER(S) INITIALS

[Signature] /           

BUYER(S) INITIALS

           /

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k. Foundation/Basement:  Full  Partial  Other: \_\_\_\_\_  Type: \_\_\_\_\_  
Moisture or leakage: none  
Comments: \_\_\_\_\_

l. Chimney(s) How Many? 0 \_\_\_\_\_ Lined? \_\_\_\_\_ Last Cleaned: \_\_\_\_\_ Problems? \_\_\_\_\_  
Comments: \_\_\_\_\_

m. Plumbing Type: \_\_\_\_\_ Age: \_\_\_\_\_  
Comments: ? \_\_\_\_\_

n. Domestic Hot Water: Age: 2020 \_\_\_\_\_ Type: \_\_\_\_\_ Gallons: \_\_\_\_\_

o. Electrical System: # of Amps \_\_\_\_\_  Circuit Breakers  Fuses  
Comments: ? \_\_\_\_\_  
Solar Panels:  Leased  Owned If leased, explain terms of agreement: \_\_\_\_\_  
Comments: \_\_\_\_\_

p. Modifications: Are you aware of any modifications or repairs made without the necessary permits?  Yes  No  
If Yes, please explain: \_\_\_\_\_

q. Pest Infestation: Are you aware of any past or present pest infestations?  Yes  No Type: \_\_\_\_\_  
Comments: \_\_\_\_\_

r. 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: \_\_\_\_\_

s. Air Conditioning: Type: split and central \_\_\_\_\_ Age: \_\_\_\_\_ Date Last Serviced and by whom: 2021  
Comments: Split downstairs and central upstairs

t. Pool: Age: \_\_\_\_\_ Heated:  Yes  No Type: \_\_\_\_\_ Last Date of Service: \_\_\_\_\_  
By Whom: \_\_\_\_\_

u. Generator: Portable:  Yes  No Whole House:  Yes  No Kw/Size: \_\_\_\_\_ Last Date of Service: \_\_\_\_\_  
If Portable:  Included  Negotiable  
Comments: \_\_\_\_\_

v. Internet: Type Currently Used at Property: Xfinity

w. 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  / 

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:

**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).**


*Jody Terry*  
SELLER  
dotloop verified  
08/02/22 4:41 PM EDT  
QBLM-FYQC-F5KE-M3S3  
DATE

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

SELLER(S) INITIALS  /

BUYER(S) INITIALS  /

Indecomm Global Services

Env. 1 of 2

*Cathy Ann Seary*

**Recording Requested By:**

William S. Terry  
30 Caleb Drive  
Danville, NH 03819

LCHIP	ROAS70835	25.00
RECORDING		18.00
SURCHARGE		2.00

**When Recorded Mail To:**

Amrock L&C - Recording Department  
662 Woodward Avenue  
Detroit, MI 48226

8 0 6 7 0 4 2 7  
1x:40566019

70074042-7 2 30775

SPACE ABOVE THIS LINE FOR RECORDER'S USE

*Per 11*

**QUITCLAIM DEED**

This Deed is Exempt from taxation per RSA 78-B: 2 XIII. To a transfer of title between spouses pursuant to a final decree of divorce or nullity.

William S. Terry, an unmarried man and Jody K. Terry, an unmarried woman, who acquired title as husband and wife, as joint tenants with rights of survivorship, OF 30 Caleb Drive, Town (City) of Danville, Rockingham County, State of New Hampshire, FOR CONSIDERATION PAID, grant to William S. Terry, an unmarried man, OF 30 Caleb Drive, Town (City) of Danville, Rockingham County, State of New Hampshire, 03819,

WITH QUITCLAIM covenants, the following described real estate, situated in the Town of Danville, County of Rockingham, State of New Hampshire:

BEING LOT NUMBER 58 AS SHOWN ON PLAN ENTITLED "SUBDIVISION PLAN, COLBY POND - PHASE I/PHASE II, A SINGLE FAMILY CLUSTER DEVELOPMENT IN DANVILLE, NEW HAMPSHIRE AS DRAWN FOR LEWIS BUILDERS DEV., INC., SCALE 1" = 100', DATE: MARCH 1989", RECORDED AT ROCKINGHAM COUNTY REGISTRY OF DEEDS AS PLAN NO. D-23101 ("THE PLAN")

CONTAINING 61,456.17 SQUARE FEET, MORE OR LESS.

TOGETHER WITH ONE (1) CLASS A VOTING MEMBERSHIP INTEREST IN THE COLBY POND HOMEOWNERS' ASSOCIATION, WHICH VOTING MEMBERSHIP INTEREST CANNOT BE SEVERED FROM OWNERSHIP OF THE ABOVE LOT.

MORE commonly known as: 30 Caleb Drive, Danville, NH 03819

Assessor's Parcel Number: 00000100006600058

Prior Recorded Doc. Ref.: Deed: Recorded January 15, 2004; Doc. No. 003659

Pursuant to judgment of divorce dated April 13, 2021 in 10<sup>th</sup> Circuit Court at Brentwood as Case No. 618-2021-DM-00068

Subject To: Restrictions, Conditions, Covenants, Rights, Rights of Way, and easements now of record, if any.

*81990at3 per 11*  
When Recorded Return To:

Indecomm Global Services  
1427 Energy Park Drive  
St. Paul, MN 55108



(Attached to and becoming a part of Quitclaim Deed dated: May 12, 2021  
between William S. Terry, an unmarried man and Jody K. Terry, an unmarried woman, who acquired title  
as husband and wife, as joint tenants with rights of survivorship, as Seller(s) and William S. Terry, an  
unmarried man, as Purchaser(s).)

I/We release to said grantee(s) all rights of homestead and other interests therein.

Jody K. Terry  
Jody K. Terry

STATE OF NH  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 12 day of May,  
2021, by Jody K. Terry.

NOTARY SEAL

[Signature]  
Signature of Person Taking Acknowledgement

Notary Public  
Title Or Rank

N/A  
Serial Number, if any

My Commission Expires: Aug 26 2025

CHRISTOPHER PATEY  
Notary Public - New Hampshire  
My Commission Expires August 26, 2025



+U07810759+  
1632 5/27/2021 81990083/1



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 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: *As-is at 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.

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](http://www.des.nh.gov)) to ensure a safe water supply if the subject property is served by a private well.

\_\_\_\_\_  
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 [paulmcinnis.nextlot.com](http://paulmcinnis.nextlot.com) (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.

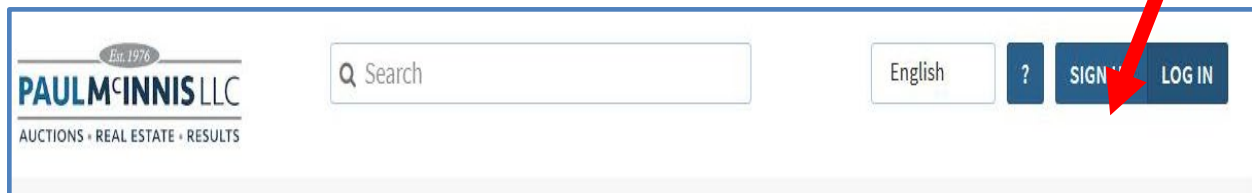
The Bidder Registration Form can be found on the last page of the property information package. It can be hand delivered, mailed or emailed to the office of the Auctioneer at 1 Juniper Road, North Hampton, NH 03862. It can be emailed to [admin@paulmcinnis.com](mailto:admin@paulmcinnis.com) or sent electronically through Dotloop. To use Dotloop, send your request to [admin@paulmcinnis.com](mailto: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, August 25th 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 a digital payment platform. You may request this option by emailing [admin@paulmcinnis.com](mailto: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, *NextLot*, by [clicking here](#).

As shown below, you will need to **"SIGN UP"** in the upper right-hand corner of your screen to register and create your *NextLot* 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 *NextLot* account.



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



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



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](mailto:admin@paulmcinnis.com)

**ONLINE BIDDER REGISTRATION FORM • 22PM-17**  
BIDDING STARTS: Wednesday, August 17<sup>th</sup> at 9:00 a.m.  
BIDDING ENDS: Wednesday, August 24<sup>th</sup> at 3:00 p.m.  
PROPERTY: 30 Caleb Drive, Danville, NH

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

**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, August 25<sup>th</sup> 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, August 25<sup>th</sup> 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 Executrix.

*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:**

22PM-17 Reviewed by:

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