

# AUCTION



## House & Oversized Garage on 21.5 Acres 291 Captain Clark Highway Wilton, NH

Online-Only Auction Ends: Wednesday, October 19<sup>th</sup> at 1:00 p.m.

We are pleased to present the home of Howard S. Vinton in its wonderful country setting.

The property on Abbot Hill consists of 21.5 acres of open fields, stonewalls, a pond, and woodland, gently rising from the road. There is 1,290' of road frontage at the intersection of Potter Road and it is surrounded by the 871-acre Russel Abbott State Forest. The home was built Circa 1810 and has 1,690 sq. ft. of living area with a first-floor primary bedroom suite, eat-in kitchen, large fireplaced living room, parlor, and a half bath. The second floor has three bedrooms and a full bath. The oversized garage measures 33' x 66'.

Do not miss the chance to see this special property.

**Inspection:** By *appointment only*, Saturday, October 8<sup>th</sup>, Tuesday October 11<sup>th</sup> and Monday October 17<sup>th</sup>. Please email: [info@paulmcinnis.com](mailto:info@paulmcinnis.com) to schedule your appointment.

**Terms:** A \$10,000 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 20<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 Trustee.



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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.



**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

291 Captain Clark Highway, Wilton, NH

BIDDING OPENS: **Wednesday, October 12<sup>th</sup> at 9:00 a.m.**

BIDDING ENDS: **Wednesday, October 19<sup>th</sup> at 1:00 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 TRUSTEE: Paul McInnis LLC is acting solely as an Agent of the Trustee

**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 \$10,000 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 20th at 1:00 p.m.) you hereby authorize the Auction Company to retain your \$10,000 Bidder Deposit as a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$10,000 U.S. dollars.

To deliver the Bidder Deposit by physical check, you may deliver the \$10,000 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, October 12<sup>th</sup> at 9:00 a.m. and the bidding will end on Wednesday, October 19<sup>th</sup> 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.

**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 Trustee, 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 Trustee, 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 Trustee, 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 Trustee. 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 Trustee 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 20<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, October 20<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 \$10,000 bidding deposit as a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$10,000 U.S. dollars.

**RESERVATION OF RIGHTS:** The Trustee 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 Trustee. Trustee 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](mailto: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](mailto:justin@paulmcinnis.com)



## EXECUTIVE SUMMARY

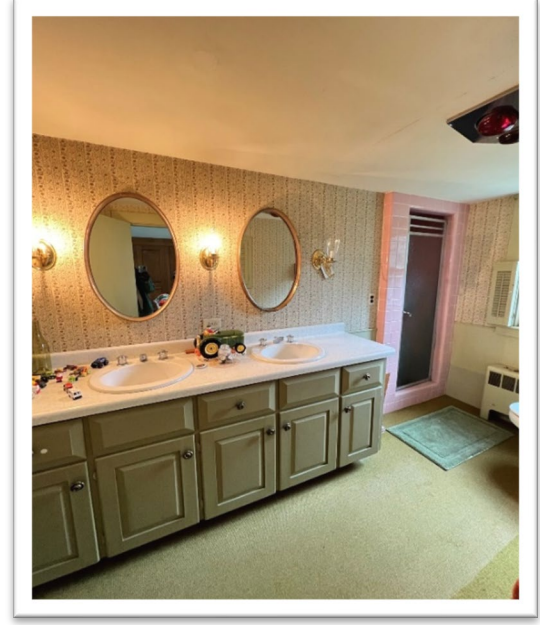
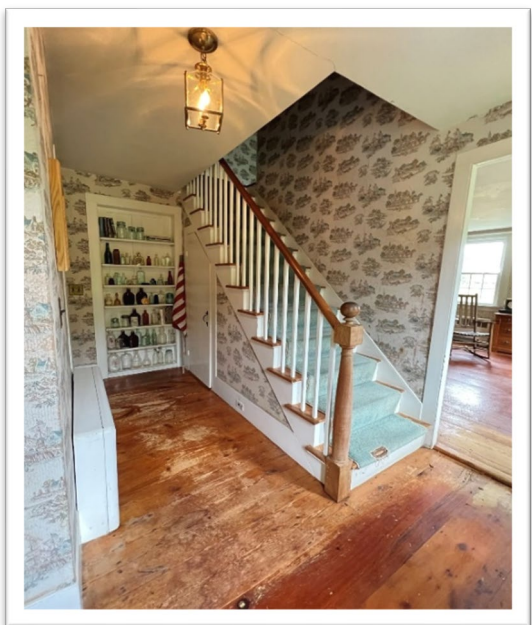
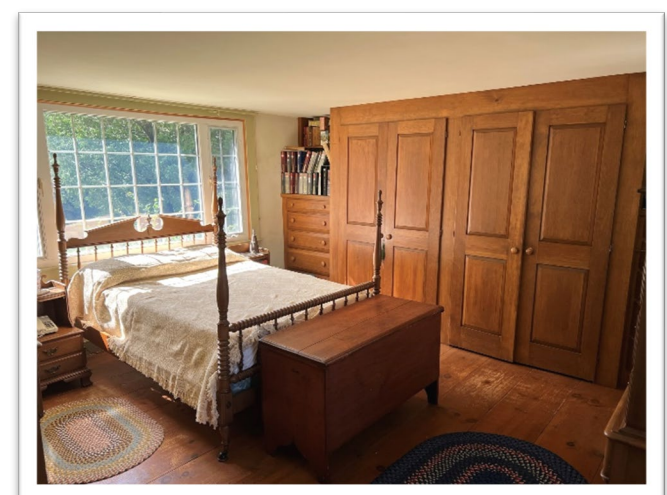
<b>ADDRESS</b>	291 Captain Clark Highway, Wilton, NH
<b>TOWN REFERENCE</b>	Map H, Lot 132
<b>HILLSBOROUGH COUNTY DEED REFERENCE</b>	Deed, Book 7938, Page 2371
<b>2021 ASSESSED VALUE</b>	\$339,574 – Property is in current use
<b>2021 ANNUAL REAL ESTATE TAXES</b>	\$6,527
<b>UTILITIES</b>	Water: Private Sewer: Private
<b>VEHICLE PARKING</b>	Driveway and oversized garage, 33' x 66', 4 spaces
<b>ACREAGE</b>	21.5-acre lot
<b>ROAD FRONTAGE</b>	1,290'

<b>TYPE</b>	Single family
<b>YEAR BUILT</b>	1810
<b>LIVING AREA</b>	1,690± sq.ft. finished above grade
<b>BASEMENT</b>	Unfinished, partial dirt floor
<b>HEAT FUEL</b>	Oil
<b>HEAT TYPE</b>	Hot Water
<b>ELECTRIC</b>	Fuse boxes – rewiring may be required

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.

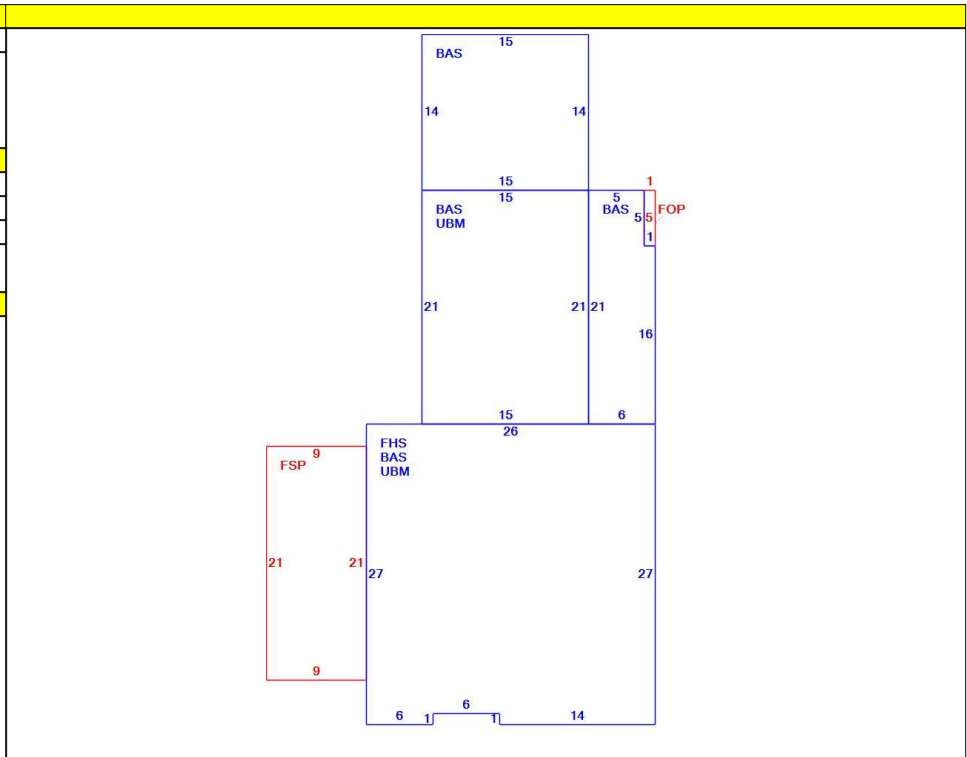








CONSTRUCTION DETAIL			CONSTRUCTION DETAIL (CONTINUED)		
Element	Cd	Description	Element	Cd	Description
Style:	63	Antique			
Model:	01	Residential			
Grade:	05	Average +20			
Stories:	1.5	1 1/2 Stories			
Occupancy	1				
Exterior Wall 1	11	Clapboard			
Exterior Wall 2					
Roof Structure:	03	Gable/Hip			
Roof Cover	01	Metal/Tin			
Interior Wall 1	03	Plastered			
Interior Wall 2					
Interior Flr 1	09	Pine/Soft Wood			
Interior Flr 2	05	Vinyl/Asphalt			
Heat Fuel	02	Oil			
Heat Type:	05	Hot Water			
AC Type:	01	None			
Total Bedrooms	04	4 Bedrooms			
Total Bthrms:	1				
Total Half Baths	1				
Total Xtra Fixtrs	1				
Total Rooms:	7	7 Rooms			
Bath Style:	02	Average			
Kitchen Style:	02	Standard			
<b>CONDO DATA</b>					
Parcel Id		C	Owne		
Adjust Type	Code	Description	Factor%		
Condo Flr					
Condo Unit					
<b>COST / MARKET VALUATION</b>					
Building Value New		253,173			
Year Built		1810			
Effective Year Built		1995			
Depreciation Code		VG			
Remodel Rating					
Year Remodeled					
Depreciation %		26			
Functional Obsol		0			
External Obsol		0			
Trend Factor		1			
Condition					
Condition %					
Percent Good		74			
RCNLD		187,300			
Dep % Ovr					
Dep Ovr Comment					
Misc Imp Ovr					
Misc Imp Ovr Comment					
Cost to Cure Ovr					
Cost to Cure Ovr Comment					

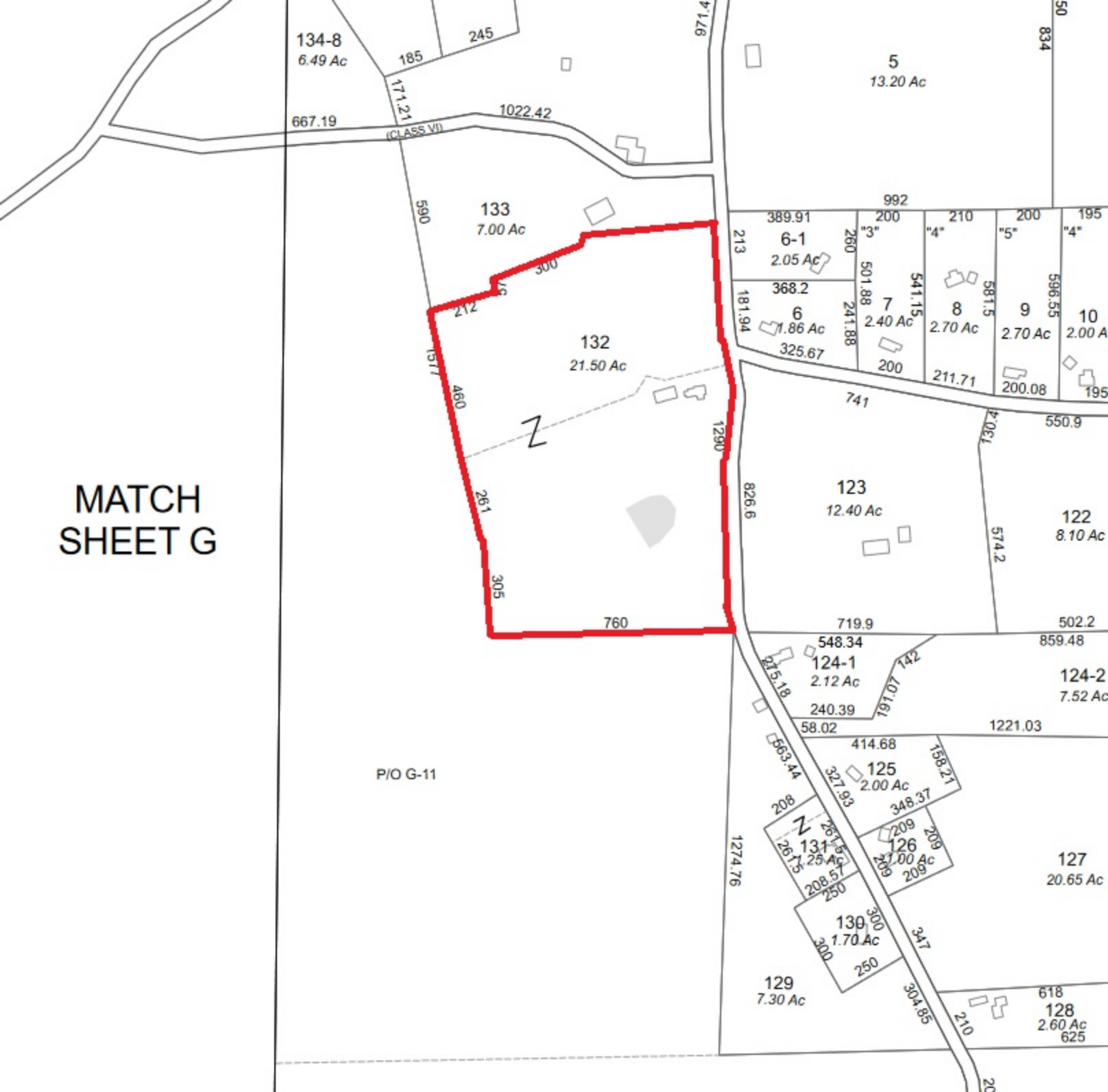


OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)										
Code	Description	L/B	Units	Unit Price	Yr Blt	Cond. Cd	% Gd	Grade	Grade Adj.	Appr. Value
FGR1	GAR AVG	L	1,184	24.00	1970		40		0.00	11,400
FPL2	1.5 STORY C	B	1	3000.00	1979		74		0.00	2,200
DP2	DRIVE MED	L	1	2000.00	2003		100		0.00	2,000
BRN1	BRN 1STY	L	736	23.00			40		0.00	6,800

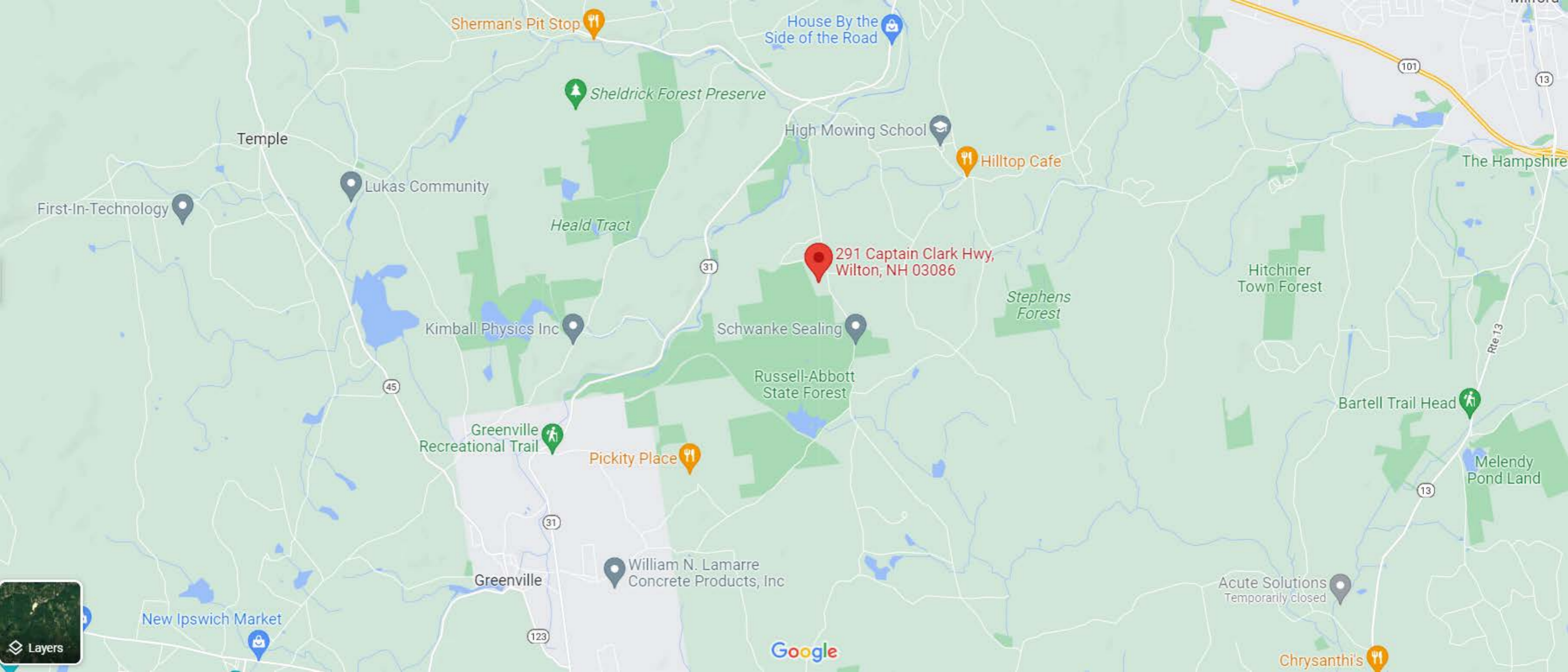
BUILDING SUB-AREA SUMMARY SECTION						
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value
BAS	First Floor	1,342	1,342	1,342	130.50	175,133
FHS	Half Story Finished	348	696	348	65.25	45,415
FOP	Porch Open Finished	0	5	1	26.10	131
FSP	Porch Screen Finished	0	189	47	32.45	6,134
UBM	Basement Unfinished	0	1,011	202	26.07	26,361
Ttl Gross Liv / Lease Area		1,690	3,243	1,940		253,174



# MATCH SHEET G



P/O G-11



Sherman's Pit Stop

House By the Side of the Road

Sheldrick Forest Preserve

Temple

High Mowing School

Hilltop Cafe

Lukas Community

First-In-Technology

Heald Tract

291 Captain Clark Hwy,  
Wilton, NH 03086

Hitchiner Town Forest

Kimball Physics Inc

Schwanke Sealing

Stephens Forest

Russell-Abbott State Forest

Bartell Trail Head

Greenville Recreational Trail

Pickity Place

Melendy Pond Land

Greenville

William N. Lamarre Concrete Products, Inc

Acute Solutions  
Temporarily closed

New Ipswich Market

Chrysanthis



Google

# 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:** Howard S Vinton, Jr. Revocable Trust dtd 3/2/2007, As Amended

2. **PROPERTY LOCATION:** 291 Captain Clark Hwy, Wilton, NH 03086

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

4. **SELLER:**  has  has not occupied the property for \_\_\_\_\_ 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: 0  
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 HS / \_\_\_\_\_

BUYER(S) INITIALS \_\_\_\_\_ / \_\_\_\_\_

# PROPERTY DISCLOSURE - RESIDENTIAL ONLY

New Hampshire Association of REALTORS® Standard Form



## TO BE COMPLETED BY SELLER

**PROPERTY LOCATION:** 291 Captain Clark Hwy, Wilton, NH 03086

**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 type="checkbox"/>	<input type="checkbox"/>	<input 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 type="checkbox"/>	_____	_____	<input type="checkbox"/>
	Floors	<input type="checkbox"/>	<input type="checkbox"/>	<input 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  / 

BUYER(S) INITIALS  / 



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



**TO BE COMPLETED BY SELLER**

**PROPERTY LOCATION:** 291 Captain Clark Hwy, Wilton, NH 03086

**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: \_\_\_\_\_

**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. Heating System Age: \_\_\_\_\_ Type: \_\_\_\_\_ Fuel: \_\_\_\_\_ Tank Location: \_\_\_\_\_**

Owner of Tank: \_\_\_\_\_

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

Date system was last serviced and by whom? \_\_\_\_\_

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

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

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

Moisture or leakage: \_\_\_\_\_

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

SELLER(S) INITIALS WF /           

BUYER(S) INITIALS            /

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**k.** Foundation/Basement:  Full  Partial  Other: \_\_\_\_\_  Type: \_\_\_\_\_  
Moisture or leakage: \_\_\_\_\_  
Comments: \_\_\_\_\_

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

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

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

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

Family member indicated that wiring may be faulty, electrician required.

**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: \_\_\_\_\_ Age: \_\_\_\_\_ Date Last Serviced and by whom: \_\_\_\_\_  
Comments: \_\_\_\_\_

**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: None

**w.** Other (e.g. Alarm System, Irrigation System, etc.) None  
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  / 

# PROPERTY DISCLOSURE - RESIDENTIAL ONLY

New Hampshire Association of REALTORS® Standard Form



## TO BE COMPLETED BY SELLER

**PROPERTY LOCATION:** 291 Captain Clark Hwy, Wilton, NH 03086

### 10. ADDITIONAL INFORMATION

a. ATTACHMENT EXPLAINING CURRENT PROBLEMS, PAST REPAIRS, OR ADDITIONAL INFORMATION?

Yes  No

b. ADDITIONAL COMMENTS:

Family member indicated that wiring may be faulty, electrician required. House is dated, some improvements are likely needed.

### 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).**

*William Fleming*  
SELLER  
dotloop verified  
10/07/22 10:11 AM EDT  
K9ZY-WG8M-NX5K-4P3Q  
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 *WF* /

BUYER(S) INITIALS /



# DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED HAZARDS FOR HOUSING SALES

This Disclosure Form is from the National Lead Information Center under the United States Environmental Protection Agency. This is not a New Hampshire Association of REALTORS® form.

Property Address: 291 Captain Clark Hwy, Wilton, NH 03086

### Lead Warning Statement

Every purchaser of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

### Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
  - (i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

---

  - (ii)  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (check (i) or (ii) below):
  - (i)  Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

---

  - (ii)  Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### Purchaser's Acknowledgement (initial)

- (c)  Purchaser has received copies of all information listed above.
- (d)  Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
- (e) Purchaser has (check (i) or (ii) below):
  - (i)  received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
  - (ii)  waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

### Agent's Acknowledgement (initial)

- (f)  Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<i>William Fleming</i>	dotloop verified 10/07/22 10:11 AM EDT E0YF-RFGX-RU0Y-X4QQ
Seller	Date
<input type="text"/>	<input type="text"/>
Purchaser	Date
<input type="text"/>	<input type="text"/>
Agent	Date
<input type="text"/>	<input type="text"/>

<input type="text"/>	<input type="text"/>
Seller	Date
<input type="text"/>	<input type="text"/>
Purchaser	Date
<input type="text"/>	<input type="text"/>
Agent	Date
<input type="text"/>	<input type="text"/>

# Lead-Based Paint


## LEAD WARNING STATEMENT


*Every purchaser of any interest in residential property on which a residential dwelling has built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in your children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment on inspection for possible lead-based paint hazards is recommended prior to purchase.*


**For more information about lead paint please call or email the Auction Company to receive an informational booklet or open the following hyperlink.**

[Click here](#)

**Protect  
Your  
Family  
From  
Lead in  
Your  
Home**

 United States  
Environmental  
Protection Agency

 United States  
Consumer Product  
Safety Commission

 United States  
Department of Housing  
and Urban Development

September 2013

*Judith A. MacDonald*

\_\_\_\_\_ of \_\_\_\_\_

For recorder's use:

Tax Stamp: \$ 40.00

Recording Fee: \$ 20.41

Return to: Acct # 520

Devine, Millimet & Branch - Attn: kp/sc

111 Amherst Street

Manchester, NH 03101-9949 526



### WARRANTY DEED

**HOWARD S. VINTON, JR.**, single, of 291 Captain Clark Highway, Wilton, New Hampshire, 03086, for consideration paid, grants to **HOWARD S. VINTON, JR., TRUSTEE** of the **HOWARD S. VINTON, JR. REVOCABLE TRUST** under trust agreement dated March 2, 2007, with a mailing address of 291 Captain Clark Highway, Wilton, New Hampshire, 03086, with Warranty Covenants:

An undivided one-half (1/2) interest in two certain adjoining tracts or parcels of land, with the improvements located thereon, situate in the Town of Wilton, Hillsborough County, New Hampshire, in the part thereof known as Abbot Hill on the westerly side of Captain Clark Highway (being the old road from Wilton to Mason), said tracts are more particularly bounded and described as follows:

**First Tract:** Beginning at a corner of walls at land formerly of J. Abbott Barry (being the southerly side of Second Tract) on the westerly side of said highway, said point being nearly opposite and 57 feet westerly of a point 30 feet southerly of the southeast corner of the intersection of said highway with the cross road running easterly and known as Potter Road; thence

1. Southerly by the west side of said highway, mostly by wall, to a post located, a distance of 41 feet westerly of the drill mark in face of wall; thence
2. North 88 1/2 ° West by stone wall and land of State of New Hampshire to an angle in said wall; thence
3. North 85 ° West, a distance of 187 feet by said wall and land of State of New Hampshire; thence
4. North 67 ° West, a distance of 100 feet by said wall and land of the State of New Hampshire; thence

5. North 85° West, a distance of 400 feet to a corner of walls at other land of State of New Hampshire; thence
6. North 3 ¼ ° West, a distance of 305 feet by wall and land of State of New Hampshire; thence
7. North 10° West, a distance of 261 feet by wall and land of State of New Hampshire to a corner of walls at the southwesterly corner of Second Tract (formerly Barry); thence
8. North 75 ½ ° East, a distance of 285 feet by wall and by Second Tract; thence
9. By said wall and by Second Tract North 77 ¾ ° East, a distance of 300 feet; thence
10. Easterly by said wall in an arc bulging northerly and connecting a distance of 55 feet; thence
11. North 80° East, a distance of 153 feet still by said wall and by Second Tract to the corner of walls at the point of beginning.

**Second Tract:** Beginning at the southeasterly corner of the premises on the westerly side of the said highway at the corner of stone walls, it being also the northeasterly corner of First Tract; thence

1. About South 80° West, a distance of 400 feet, more or less, by stone wall and First Tract; thence
2. Continuing by said stone wall and First Tract South 75° West, a distance of 391 feet, more or less, to an iron pin in the corner of walls at land of the State of New Hampshire; thence
3. North 7° West by stone wall and said State of New Hampshire land, a distance of 460 feet, more or less, to an iron pin in corner of walls at land formerly of Jane F. Barry or Eckhardt; thence
4. North 77° East by stone wall and said Eckhardt, a distance of 212 feet, more or less, to a corner of walls; thence
5. North 10° West by stone wall and said Eckhardt land, a distance of 67 feet, more or less, to a corner of walls; thence
6. North 70° East by stone wall and said Eckhardt land, a distance of 300 feet, more or less, to an iron pin at the end of stone wall; thence
7. South 20° East by said Eckhardt land, a distance of 47 feet to the end of an old split granite foundation, which is the extension of the stone wall next hereafter mentioned; thence

8. North 78° East by said old granite foundation a distance of 100 feet, more or less to the beginning of stone wall; thence
9. About due East by stone wall and said Eckhardt land, a distance of 283 feet, more or less, to corner of walls on the westerly side of the highway first above mentioned; thence
10. South 4° West by stone wall and said highway, a distance of 464 feet, more or less to the point of beginning.

Containing 10 acres, more or less.

All directions are taken by hand compass and are approximate.

The property is conveyed subject to and with the benefit of current use taxation, notice of which was recorded in the name of Howard Vinton at Book 2964, Page 798.

Meaning and intending to describe and convey an undivided one-half (1/2) interest in the same property conveyed by Deed of Laura A. Vinton to me dated November 30, 2007, 2007, recorded December 14, 2007 at Book 7931, Page 24. For information: the other undivided one-half interest in the above property was conveyed by Howard S. Vinton, Jr. to Howard S. Vinton, Jr., Trustee of the Howard S. Vinton, Jr. Revocable Trust by Deed recorded on March 6, 2007, at Book 7816, Page 946.

HOMESTEAD RIGHTS RETAINED: Pursuant to RSA 480:9, I, Howard S. Vinton, Jr. hereby retain my homestead rights in the within described property.

Executed this 3<sup>rd</sup> day of January, 2008.

Bridley C. Day  
Witness

Howard S. Vinton, Jr.  
Howard S. Vinton, Jr.

State of New Hampshire  
County of Hillsborough

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of January, 2008, by Howard S. Vinton, Jr.

Bridley C. Day  
Justice of the Peace / Notary Public  
My Commission Expires:  
Seal or Stamp:





### 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): The Howard S. Vinton, Jr. Revocable Trust dated March 2<sup>nd</sup> 2007  
 C/O William Fleming, Cambridge Trust Company  
 Buyer(s): \_\_\_\_\_

Street: 1000 Elm Street, Suite 201  
 Street: \_\_\_\_\_

City/State/Zip: Manchester, NH 03101  
 City/State/Zip: \_\_\_\_\_

Telephone #: 603-369-5124  
 Telephone #: \_\_\_\_\_

2. Property:  Land  Land & Buildings  Condo  Other: \_\_\_\_\_

Street Address: 291 Captain Clark Highway City/Town: Wilton

County: Hillsborough State: New Hampshire

Also known as Tax Map H, Lot 132 with deed recorded at the Hillsborough County Registry of Deeds at Book 7938 Page 2371.

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, to be delivered to Paul McInnis, LLC No later than October 20<sup>th</sup> at 1:00 p.m. and is NON-REFUNDABLE, except as provided below:

10% of the total purchase price. \$ \_\_\_\_\_

Additional Deposit: N/A \$ \_\_\_\_\_

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 December 2<sup>nd</sup>, 2022 at a time and place to be agreed upon. If no time and place is agreed upon, title shall be transferred at the Hillsborough County Registry of Deeds in Nashua, New Hampshire on December 2<sup>nd</sup> 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 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 residual personal property remaining at the 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.

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.

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

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

\_\_\_\_\_  
The Howard S. Vinton, Jr. Revocable Trust dated March 2<sup>nd</sup>, 2007  
C/O William Fleming, Cambridge Trust Co. Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Purchaser: Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Purchaser: Date

Revised: January 2019

© 2022 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 [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.

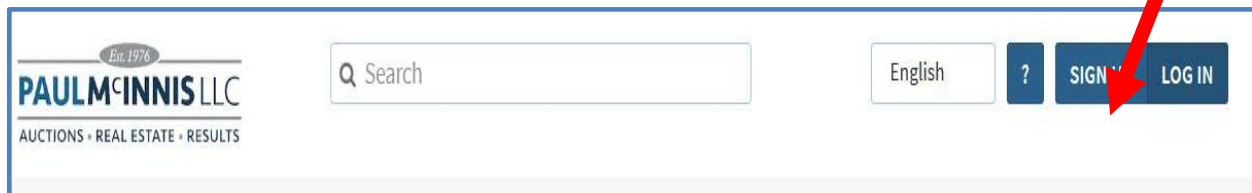
The Bidder Registration Form can be found on the last page of the property information package. It can be hand delivered, mailed or emailed to the office of the Auctioneer at 1 Juniper Road, North Hampton, NH 03862. It can be emailed to [admin@paulmcinnis.com](mailto:admin@paulmcinnis.com) or sent electronically 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 \$10,000 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 20th at 1:00 p.m.) you hereby authorize the Auction Company to retain your \$10,000 Bidder Deposit as a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$10,000 U.S. dollars.

To deliver the Bidder Deposit by physical check, you may deliver the \$10,000 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

Email completed form to  
[admin@paulmcinnis.com](mailto:admin@paulmcinnis.com)

**ONLINE BIDDER REGISTRATION FORM • 22PM-20**

BIDDING STARTS: Wednesday, October 12<sup>th</sup> at 9:00 a.m.  
BIDDING ENDS: Wednesday, October 19<sup>th</sup> at 1:00 p.m.  
PROPERTY: 291 Captain Clark Highway, Wilton, 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 \$10,000 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 20<sup>th</sup> at 1:00 p.m.) you hereby authorize the Auction Company to retain your \$10,000 bidder deposit as a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$10,000 U.S. dollars.

**Terms:** A \$10,000 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 20<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 Trustee.

*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-20 Reviewed by:

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