

AUCTION



Raised Ranch on 4.84 Acres Exeter, New Hampshire

Online-only Bidding Ends: Wednesday, April 19nd at 1:00 p.m.

Excellent commuter location close to Route 101. This raised ranch style, prefabricated home was built in 1984 on a 4.84-acre lot and totals 1,196 square feet of living space with three bedrooms and one 3/4 bathroom. The full 24' X 44', unfinished, walkout basement includes a wood stove and washer and dryer.

Open House: Tuesday, April 4th from 8:00 to 10:00 am and Thursday, April 13th from 4:00 to 6:00 p.m.

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, April 20th 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.

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 these parties concerning the completeness or accuracy 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.



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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

17 Old Town Farm Road, Exeter, NH

BIDDING OPENS: **Wednesday, April 12th at 9:00 a.m.**

BIDDING ENDS: **Wednesday, April 19th 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 auction.paulmcinnis.com/auctions [click here](#)
- Complete & return the Bidder Registration Form which is the last page of this package.

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

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



GENERAL TERMS & CONDITIONS

AGENT OF THE 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 auction.paulmcinnis.com/auctions. Finally, submit your executed Bidder Registration Form with the required Bidder Deposit to the Auctioneer.

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

BIDDER DEPOSIT: At the time of registration, you will be required to deliver your refundable Bidder Deposit of \$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, April 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. **EARNNEST** is a digital payment platform, and a link can be found either on the Auctioneer's website or by request of the auctioneer at admin@paulmcinnis.com. Once your Bidder Registration Form and Bidder Deposit have been received, your online bidding account has been created, and Paul McInnis LLC has determined that you have met all the requirements, a bidding number will be provided to you.

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

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

ONLINE BIDDING: The bidding will open on Wednesday, April 12th at 9:00 a.m. and the bidding will end on Wednesday, April 19th at 1:00 p.m. subject to **extended bidding**. Bid increments are shown on the bidding portal. It is the bidder's responsibility to ensure the accuracy and timeliness of their bid(s). Bidders are encouraged not to wait until the last minute to place a bid. Online bidding is subject to technical difficulties that can develop at any time. Please be aware that you must manually type in your bid prior to placing your bid. Any activity from bidders will extend the bid. Events such as increasing your maximum bid even without placing a bid will trigger this event.

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

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

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

PROPERTY CONDITIONS: Except as expressly set forth in the real estate Purchase & Sale Agreement, if and when executed, the property is being sold "AS IS," "WHERE IS," and "WITH ALL FAULTS," as of the closing date. Neither the 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 seller disclosure forms without any changes or additional terms and deliver 10% of the total purchase price as the earnest money deposit to the office of the Auctioneer no later than Thursday, April 20th 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, April 20th 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 Executrix in her sole and absolute discretion may enter into a contract with the next highest bidder should the highest accepted bidder default. Sale is subject to confirmation of the 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

ADDRESS	17 Old Town Farm Road, Exeter, NH
TOWN REFERENCE	Map 28, Lot 21
ROCKINGHAM COUNTY DEED REFERENCE	Book 3088, Page 1265
ASSESSED VALUE	\$299,000
2022 TAX RATE	\$24.75/\$1,000
2022 TAXES	\$7,400.25
UTILITIES	Water: Artesian well, private Septic: Private
ACREAGE	4.84 Acres
ROAD FRONTAGE	200'

TYPE	Single family raised ranch, prefabricated
YEAR BUILT	1984
LIVING AREA	1,196 sq. ft.
BASEMENT	Unfinished, raised, full 24' X 44', woodstove, washer & dryer hook-up
HEAT FUEL	Oil
HEAT TYPE	Hot water, baseboard
ELECTRIC	100 amp
WATER HEATER	Electric 19.1 gallons
SUMP PUMP	Yes

KITCHEN	19' X 11'
LIVING ROOM	15' X 13'6"
¾ BATH	10' X 7'6"
HALLWAY	18' X 3'
BEDROOM ONE	10' X 11' 6"
BEDROOM TWO	10' X 12' 6"
BEDROOM THREE	10' X 12' 6"
WALK-OUT BASEMENT	24' X 44'

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



17 OLD TOWN FARM RD

Location 17 OLD TOWN FARM RD

Mblu 28 / 21 / /

Acct# C4917R

Owner CLARK PETER E G

Assessment \$299,000

Appraisal \$299,000

PID 262

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2021	\$138,700	\$160,300	\$299,000

Assessment			
Valuation Year	Improvements	Land	Total
2021	\$138,700	\$160,300	\$299,000

Parcel Addresses

Additional Addresses
No Additional Addresses available for this parcel

Owner of Record

Owner CLARK PETER E G
Co-Owner
Address PO BOX 115
EXETER, NH 03833

Sale Price \$0
Certificate
Book & Page 3088/1265
Sale Date 01/30/1995

Ownership History

Ownership History				
Owner	Sale Price	Certificate	Book & Page	Sale Date
CLARK PETER E G	\$0		3088/1265	01/30/1995

Building Information

Building 1 : Section 1

Year Built: 1984
Living Area: 1,196
Replacement Cost: \$173,359
Building Percent Good: 80
Replacement Cost Less Depreciation: \$138,700

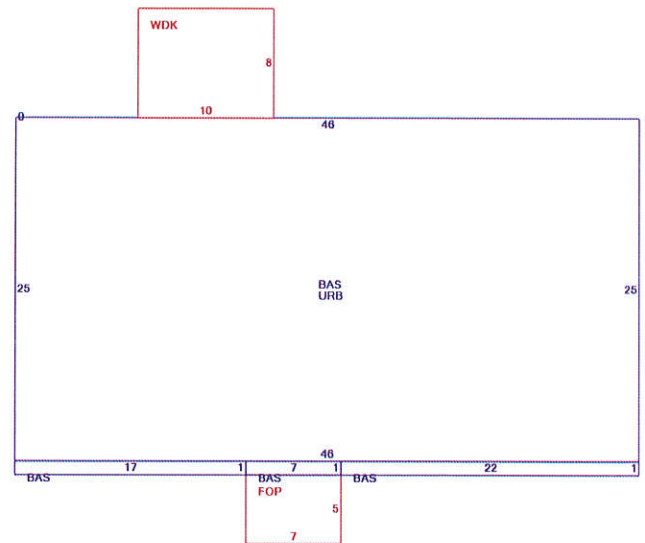
Building Photo



(https://images.vgsi.com/photos/ExeterNHPhotos/\00\01\87\58.jpg)

Building Attributes	
Field	Description
Style:	Raised Ranch
Model	Residential
Grade:	Average
Stories:	1 Story
Occupancy	1
Exterior Wall 1	Clapboard
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asph/F Gls/Cmp
Interior Wall 1	Drywall/Sheet
Interior Wall 2	
Interior Flr 1	Laminate
Interior Flr 2	Carpet
Heat Fuel	Oil
Heat Type:	Hot Water
AC Type:	None
Total Bedrooms:	3 Bedrooms
Total Bthrms:	1
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	5 Rooms
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	01
Cndtn	
MHP	
Fireplaces	
Fndtn Cndtn	
Basement	

Building Layout



(ParcelSketch.ashx?pid=262&bid=262)

Building Sub-Areas (sq ft)			Legend	
Code	Description	Gross Area	Living Area	
BAS	First Floor	1,196	1,196	
FOP	Porch, Open, Finished	35	0	
URB	Basement, Unfinished, Raised	1,150	0	
WDK	Deck, Wood	80	0	
		2,461	1,196	

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

Land Use

Use Code 1010
Description Single Fam MDL-01
Zone R-1
Neighborhood 40
Alt Land Appr No
Category

Land Line Valuation

Size (Acres) 4.84
Frontage 0
Depth 0
Assessed Value \$160,300
Appraised Value \$160,300

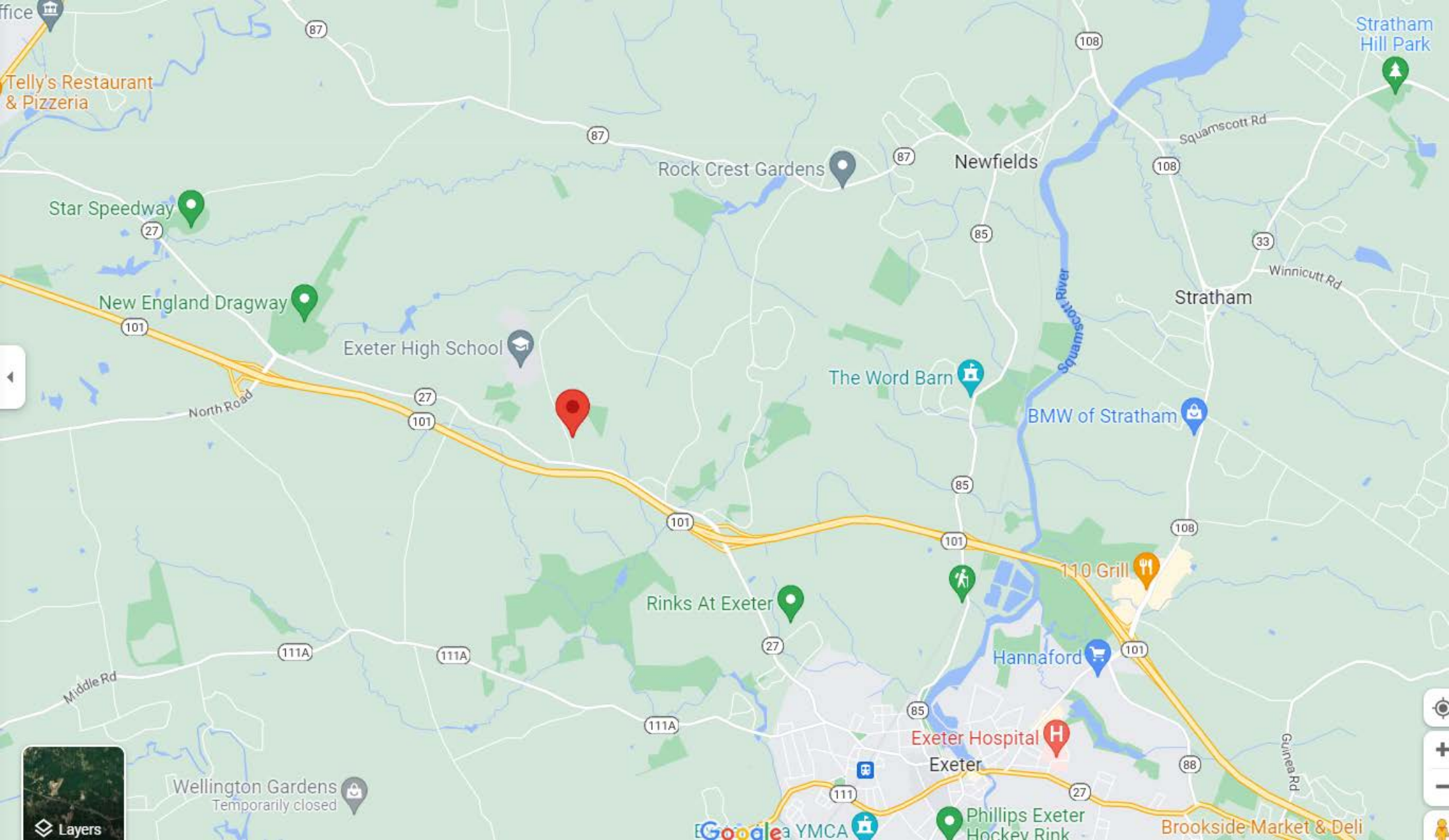
Outbuildings

Outbuildings	<u>Legend</u>
No Data for Outbuildings	

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2021	\$138,700	\$160,300	\$299,000
2020	\$138,700	\$160,300	\$299,000
2019	\$138,700	\$160,300	\$299,000

Assessment			
Valuation Year	Improvements	Land	Total
2021	\$138,700	\$160,300	\$299,000
2020	\$138,700	\$160,300	\$299,000
2019	\$138,700	\$160,300	\$299,000



Telly's Restaurant & Pizzeria

Star Speedway

New England Dragway

Exeter High School

Rock Crest Gardens

Newfields

Stratham

Stratham Hill Park

The Word Barn

BMW of Stratham

Rinks At Exeter

110 Grill

Hannaford

Exeter Hospital

Exeter

Phillips Exeter Hockey Rink

Brookside Market & Deli

Wellington Gardens
Temporarily closed

Layers

Google

YMCA

Guinea Rd

Squamscott Rd

Winnicutt Rd

North Road

Middle Rd

87

87

87

108

108

33

27

85

101

27

101

85

101

108

111A

111A

111A

27

85

101

108

88

111

27





Town of Exeter
 Tax Collector
 10 Front Street
 Exeter NH 03833

2022
 Installment 2 of 2

PROPERTY TAX BILL
 Customer Copy
 Keep this portion for your records

Owner(s)				Property Location		
CLARK PETER E G				17 OLD TOWN FARM RD		
Parcel	Tax Year	Bill Date	Bill Number	Bill Due Date	Unpaid Taxes Are Subject to	
					Interest at	Interest After
28-21	2022	11/30/2022	1085	12/30/2022	8%	1/2/2023
State School Tax		Local School Tax		Town Tax	County Tax	Total Tax Rate
1.450		16.460		5.960	0.880	24.750
Valuations				Total Gross Tax \$7,400.25 Less Veteran(s) Credit(s) \$0.00 Less Payments -\$3,589.50 Plus Interest \$0.00		
Land		160,300				
Buildings		138,700				
Total Exemptions 0						
Taxable Valuation				Total Due This Bill		
Net 299,000				\$3,810.75		
Previous unpaid taxes due. Interest shown as of current bill due date. Please call for payoff amount.				Total previous unpaid taxes due as of current bill due date.		
Year	Tax Balance		Interest	\$0.00		

IMPORTANT TAXPAYER INFORMATION IS LOCATED ON BACK OF BILL. PAYMENT MAY BE MADE IN PERSON, LEFT IN BLACK DROPBOX AT TOWN OFFICE (CHECKS ONLY), BY MAIL, OR ONLINE AT <https://selfservice.exeternh.gov/MSS>. WE ACCEPT eCHECKS, MASTERCARD, VISA, DISCOVER, AND DEBIT CARDS ONLINE - FEES APPLY. CALL 773-6108 FOR PAYMENT QUESTIONS.

Detach and return the below portion with your payment



Town of Exeter
 Tax Collector
 10 Front Street
 Exeter NH 03833

2022
 Installment 2 of 2

PROPERTY TAX BILL
 Remit Copy

Please write parcel number on your check and enclose this portion of the bill with your payment. Make checks payable to: Town of Exeter



Bill Number	Bill Date	Parcel	Property Location	Due Date	Due This Bill
1085	11/30/2022	28-21	17 OLD TOWN FARM RD	12/30/2022	\$3,810.75
					Amount Enclosed
					\$

Please See Change of Address on Back



CLARK PETER E G
 PO BOX 115
 EXETER NH 03833-0115

Remit To:
 TOWN OF EXETER
 10 FRONT ST
 EXETER NH 03833

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 Peter Clark by Genevieve Clark, Executrix
2. **PROPERTY LOCATION:** 17 Old Town Farm Road, Exeter, NH 03833
3. **CONDOMINIUM, CO-OP, PUD DISCLOSURE RIDER OR MULTIFAMILY DISCLOSURE RIDER ATTACHED?** Yes No

4. **SELLER:** has has not occupied the property for 0.5 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: Back of house
 Installed By: Buxton Well Drilling Date of Installation: 1984, original to house
 What is the source of your information? proposal with costs associated

c. USE: Number of persons currently using the system: One person until 2022
 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 Septic, private
 Tank Size _____ Gal. Unknown Other: _____
 Tank Type Concrete Metal Unknown Other: _____
 Location: Front of house Location Unknown Date of Installation: Believed to be original
 Date of Last Servicing: _____ Name of Company Servicing Tank: _____
 Have you experienced any malfunctions? Yes No
 Comments: _____

SELLER(S) INITIALS gnc | _____

BUYER(S) INITIALS _____ | _____

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



TO BE COMPLETED BY SELLER

PROPERTY LOCATION: 17 Old Town Farm Road, Exeter, NH 03833

d. LEACH FIELD: Yes No Other: _____
 IF YES, Location: Front of house Size: _____ Unknown: unknown
 Date of installation of leach field: Original to house Installed By: unknown
 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. <u>INSULATION</u>	<u>LOCATION</u>	<u>Yes</u>	<u>No</u>	<u>Unknown</u>	<u>If YES, Type</u>	<u>Amount</u>	<u>Unknown</u>
	Attic or Cap	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input checked="" type="checkbox"/>
	Crawl Space	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>Not applicable</u>		<input type="checkbox"/>
	Exterior Walls	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>R-11</u>		<input type="checkbox"/>
	Floors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input checked="" 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:**
Not applicable - None
 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 gle / _____

BUYER(S) INITIALS _____ / _____

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



TO BE COMPLETED BY SELLER

PROPERTY LOCATION: 17 Old Town Farm Road, Exeter, NH 03833

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? R-1

i. Street (check one): Public Private Association

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

Additional Information: _____

j. Heating System Age: unknown Type: Baseboard, oil Fuel: oil Tank Location: Inside basement

Owner of Tank: _____

Annual Fuel Consumption: 640 gal (2021) 576 gal Price: 1700.00 -- 2500.00 Gallons: _____

Date system was last serviced and by whom? 2022 unknown

Secondary Heat Systems: basement woodstove

Comments: _____

SELLER(S) INITIALS de /

BUYER(S) INITIALS /

PROPERTY DISCLOSURE - RESIDENTIAL ONLY
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TO BE COMPLETED BY SELLER

PROPERTY LOCATION: 17 Old Town Farm Road, Exeter, NH 03833

- k. Roof Age: Original Type of Roof Covering: Asphalt, original to house
Moisture or leakage: None
Comments: _____
- l. Foundation/Basement: Full Partial Other: _____ Type: Concrete
Moisture or leakage: None
Comments: _____
- m. Chimney(s) How Many? 1 Lined? unknown Last Cleaned: unknown Problems? No
Comments: _____
- n. Plumbing Type: Copper and PVC Age: original to house
Comments: _____
- o. Domestic Hot Water: Age: unknown Type: Electric Gallons: 19 Gals
- p. Electrical System: # of Amps 100 Circuit Breakers Fuses
Comments: _____
Solar Panels: Leased Owned If leased, explain terms of agreement: Not applicable
Comments: _____
- q. Modifications: Are you aware of any modifications or repairs made without the necessary permits? Yes No
If Yes, please explain: _____
- r. Pest Infestation: Are you aware of any past or present pest infestations? Yes No Type: _____
Comments: _____
- s. Methamphetamine Production: Do you have knowledge of methamphetamine production ever occurring on the property? (Per RSA 477:4-g) Yes No If YES, please explain: _____
- t. Air Conditioning: Type: None Age: _____ Date Last Serviced and by whom: _____
Comments: _____
- u. Pool: Age: None Heated: Yes No Type: _____ Last Date of Service: _____
By Whom: _____
- v. Generator: Portable: Yes No Whole House: Yes No Kw/Size: _____ Last Date of Service: _____
If Portable: Included Negotiable
Comments: _____
- w. Internet: Type Currently Used at Property: Disconnected - ~~satellite~~
- x. 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 gh /

BUYER(S) INITIALS /

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



TO BE COMPLETED BY SELLER

PROPERTY LOCATION: 17 Old Town Farm Road, Exeter, NH 03833

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).

Monerick H. Clark 03/24/2023
SELLER DATE

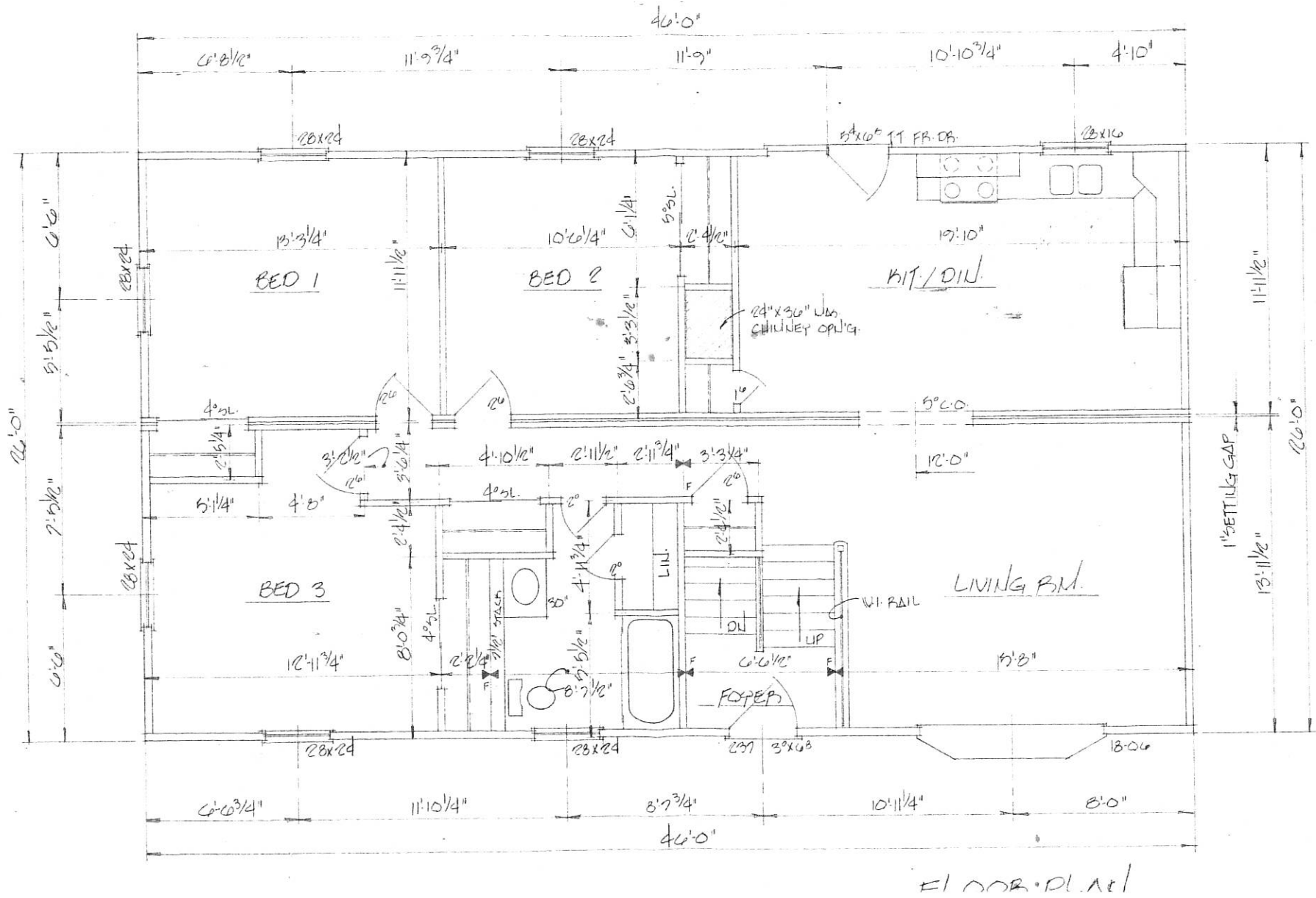
SELLER DATE

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

du



THIS IS A MIRROR IMAGE OF THE FLOOR PLAN THAT WAS BUILT

KNOW ALL MEN BY THESE PRESENTS, that JACQUELINE C. CLARK, a/k/a Jacqueline Bonneau Clark, unmarried, of 27 Court Street, Exeter, County of Rockingham and State of New Hampshire,

for consideration paid, grants to PETER E. G. CLARK, unmarried, of 10 Old Town Farm Road, Exeter, County of Rockingham, and State of New Hampshire,

with QUITCLAIM COVENANTS, the following described premises:

A certain parcel of land situate in Exeter, County of Rockingham, State of New Hampshire, shown as Lot 4-4 on Subdivision of land for Kenick and Tomilson, Inc., October 1977, RSL Layout and Design, recorded in Rockingham County Registry of Deeds D-7889, bounded and described as follows:

Beginning on the Easterly side of Old Town Farm Road at the Northwesterly corner of Lot #4-10, at a drill hole, thence running North 02° 16' 29" East, along a stone wall and the Easterly sideline of Old Town Farm Road, a distance of 187.04 feet, more or less; thence turning and running North 02° 89' 33" West, a distance of 12.96 feet, more or less, to a drill hole in said stone wall and the Southwesterly corner of Lot 4-8; thence turning and running along the Southerly boundary of Lot 4-8 North 88° 21' 19" East a distance of 959.89 feet, more or less, to a concrete bound at other land now or formerly of Crocker; thence turning and running along other land now or formerly of said Crocker, South 13° 17' 17" East, a distance of 235.00 feet, more or less, to a concrete bound at the Northeastly corner of Lot 4-10; thence turning and running along the Northerly boundary of Lot 4-10, North 89° 54' 46" West a distance of 1012.76 feet, more or less, to a drill hole set in a stone wall being the point of beginning. Containing 4.837 acres, more or less.

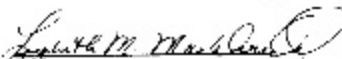
SUBJECT To Covenants and Restrictions between the Exeter Planning Board and Kenick and Tomilson, Inc., as recorded in Rockingham County Registry of Deeds Book 2318, page 1579.

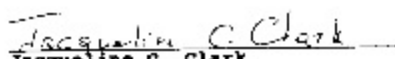
Meaning and intending to describe and convey the same premises conveyed to Peter E. G. Clark and Jacqueline C. Clark (a/k/a Jacqueline Bonneau Clark), by deed of James A. Kennedy, dated August 9, 1984, recorded in Rockingham County Registry of Deeds at Book 2508, Page 1203.

This conveyance made pursuant to a Decree of Divorce dated December 2, 1994, in the matter of Peter E. G. Clark v. Jacqueline C. Clark, Rockingham County Superior Court Docket No. 93-M-1450.

THIS IS NOT HOMESTEAD PROPERTY of the grantor.

EXECUTED this 24th day of January, 1995.

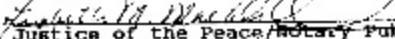

Witness


Jacqueline C. Clark

STATE OF NEW HAMPSHIRE
ROCKINGHAM, SS.:

January 24th, 1995

Then personally appeared Jacqueline C. Clark, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same for the purposes therein contained.

Before me 
Justice of the Peace/Notary Public

Jan 30 3 47 PM '95

00003002

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

REAL ESTATE PURCHASE & SALE AGREEMENT

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

1. Seller(s): Estate of Peter Clark by Genevieve

Clark, Executrix

Street: 36 Oak Ridge Road

City/State/Zip: Standish, ME 04084

Telephone #:

Buyer(s): _____

Street: _____

City/State/Zip: _____

Telephone #: _____

2. Property: Land Land & Buildings Condo Other: _____

Street Address: 17 Old Town Farm Road City/Town: Exeter

County: Rockingham State: New Hampshire

Also known as Tax Map 28, Lot 21 with deed recorded at the Rockingham County Registry of Deeds at Book 3088, Page 1265.

3. BID PRICE (HAMMER PRICE): \$ _____

10% BUYER'S PREMIUM: \$ _____

TOTAL PURCHASE PRICE DUE FROM BUYER: \$ _____

INITIAL DEPOSIT, to be held by Paul McInnis LLC Escrow Account, Receipt of which is acknowledged and is NON-REFUNDABLE, except as provided below:
 10% of the Total Purchase Price

\$ _____

Additional Deposit: \$ _____

BALANCE DUE AT TRANSFER OF TITLE: \$ _____

4. Transfer of Title: In accordance with the terms of the auction sale, title shall be transferred and the balance of the purchase price paid on or before Friday, June 2nd at a time and place to be agreed upon. If no time and place is agreed upon, title shall be transferred at Rockingham County Registry of Deeds in Brentwood, New Hampshire on Friday, June 2nd at 10:00 a.m.
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".

_____,
 Seller

_____,
 Buyer

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

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

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

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

Seller

Buyer

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, No

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

Witness

Seller Genevieve Clark, Executrix Date

Witness

Purchaser: Date

Witness

Purchaser: Date

Revised: January 2019

© 2023 Paul McInnis LLC

Seller

Buyer

How to Bid Online

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

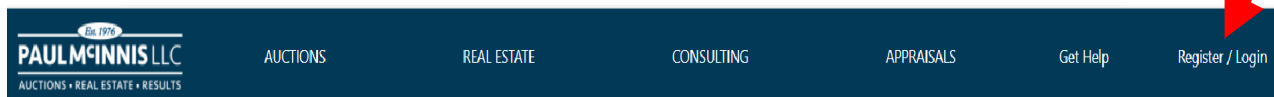
The Bidder Registration Form can be found on the last page of the property information package. It can be hand delivered, mailed or emailed to the office of the Auctioneer at 1 Juniper Road, North Hampton, NH 03862. It can be emailed to admin@paulmcinnis.com or sent electronically through Dotloop. To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

BIDDER DEPOSIT: At the time of registration, you will be required to deliver your refundable Bidder Deposit of \$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, April 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. **EARNNEST** is a digital payment platform, and a link can be found either on the Auctioneer's website or by request of the auctioneer at admin@paulmcinnis.com. Once your Bidder Registration Form and Bidder Deposit have been received, your online bidding account has been created, and Paul McInnis LLC has determined that you have met all the requirements, we will activate your account and you will be able to bid.

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

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



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



ONLINE BIDDER REGISTRATION FORM • 23PM-07

BIDDING STARTS: Wednesday, April 12th at 9:00 a.m.
BIDDING ENDS: Wednesday, April 19th at 1:00 p.m.
PROPERTY: 17 Old Town Farm Road, Exeter, NH

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

Registration: At the time of registration, you will be required to deliver your refundable bidder deposit of \$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, April 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.

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, April 20th 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:

23PM-07 Reviewed by:
