AUCTION





Trustee's Sale

Waterfront Home on 4.36 Acres with Ocean Access Rye, NH

Online-Only Auction Ends: Wednesday, August 24th at 2:00 p.m.

Paul McInnis Auctioneer is pleased to present for the first time since 1975 the family residence of the late Ruthie and Patrick Ford.

125 Wentworth Road is a 4.36-acre property with 165 feet of direct water frontage with expansive views on Sagamore Creek, which flows into Little Harbor and the Atlantic Ocean. Set back from the road, and so close to the water, down a winding driveway, is this large executive Cape-style home with a two-car attached garage. The home includes a first-floor master bedroom with ensuite, an expansive living room with fireplace, an observation room with windows on three sides, and a 13' x 24' deck off the kitchen for watching boats and wildlife on the river. The second floor includes two bedrooms, two full bathrooms, and unfinished space over the garage measuring 27' x 32' for future expansion or storage. In addition to the first and second floors, which total 2,900± sq. ft, this home also includes a mostly finished and heated walkout basement with a fireplace and a full bath for additional living space with easy access to the backyard and waterfront.

This property is ideally located between downtown Portsmouth and New Castle and is within walking distance to several seafood restaurants and the Wentworth by the Sea Golf Club. The direct waterfront makes this property ideal for boating and water sports, along with the potential of adding a tidal dock.

Inspection: By *appointment only*, August 9th, 12th, 18th and 22nd Please email: <u>info@paulmcinnis.com</u> to schedule your appointment.

Terms: A \$25,000 deposit by check or e-check will be delivered to the auction company as a qualification to bid. Successful bidder to deliver earnest money totaling 10% of the total purchase price no later than, Thursday, August 25th at 1:00 p.m. with the balance due at closing within 45 days of the auction. A 7% 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.



TABLE OF CONTENTS

- NH Brokerage Relationship Disclosure
- Suggested Due Diligence Checklist
- General Terms & Conditions
- Executive Summary
- Photo Page
- Floor Plan (not to scale, for reference purposes only)
- Assessor's Card
- Tax Bill
- Tax Map
- Plan of Land D-5205
- Approved Sewage Disposal System Close up View
- Location Maps
- Seller Property Disclosure
- Lead Paint Disclosure
- Lead Paint Information Packet
- EnviroVantage Receipt
- Waterfront Site Assessment Link
- DES Dock Fact Sheet Link
- Quitclaim Deed, Book 4515, Page 678
- Sample Purchase & Sale Agreement
- How to Bid Online
- Online Bidder Registration Form



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 buver/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.

		New Hampshire Real Estate Commission (Pursuant to Real double not disclose confidential information.	ı 701.01).
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)	
consumer has declined to (Licensees Initials)	o sign this form		

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

125 Wentworth Road, Rye, NH

BIDDING OPENS: Wednesday, August 17th at 9:00 a.m. BIDDING ENDS: Wednesday, August 24th at 2:00 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 <u>click here</u>
☐ pac	Complete & return the Bidder Registration Form which is the last page of this kage.
	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 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 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@paulmicnnis.com or sent electronically through Dotloop. To use Dotloop, send your request to admin@paulmicnnis.com.

BIDDER DEPOSIT: At the time of registration, you will be required to deliver your refundable Bidder Deposit of \$25,000 either by physical check or E-check. By registering to bid you understand and agree that if you are not the successful bidder, this deposit will be returned to you. If you are the successful bidder and you fail to comply with the terms of the auction (specifically signing the Real Estate Purchase & Sale Agreement and delivering the required earnest money deposit by Thursday, August 25th at 1:00 p.m.) you hereby authorize the Auction Company to retain your \$25,000 Bidder Deposit as a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$25,000 U.S. dollars.

To deliver the Bidder Deposit by physical check, you may deliver the \$25,000 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. Once your Bidder Registration Form and Bidder Deposit have been received, your online bidding account has been created, and Paul McInnis LLC has determined that you have met all the requirements, a bidding number will be provided to you.

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

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

ONLINE BIDDING: The bidding will open on Wednesday, August 17th at 9:00 a.m. and the bidding will end on Wednesday, August 24th at 2:00 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 (1:58) 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 2:00 p.m. the bidding could be extended to 3:00 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 7% (Seven Percent) Buyer's Premium will be added to the successful Bid Price to become the Total Purchase Price. Example: \$Bid Price + 7% 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, August 25th at 1:00 p.m. less the Bidder Deposit already received. Only the Buyer's Name, Bid Price, 7% Buyer's Premium, Total Purchase Price, Earnest Money Deposit and the Balance Due Amount will be entered into the real estate Purchase & Sale Agreement.

EARNEST MONEY DEPOSIT: The successful bidder must tender a deposit in the amount of 10% of the total purchase price which is due no later than Thursday, August 25th 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 \$25,000 bidding deposit as a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$25,000 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) 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	125 Wentworth Road, Rye, NH
TOWN REFERENCE	Map 24, Lot 34
ROCKINGHAM COUNTY DEED REFERENCE	Quitclaim Deed, Book 4515, Page 678
2022 PRELIMINARY ACCESSED VALUE	\$2,045,200
2021 ANNUAL REAL ESTATE TAXES	\$15,870.20
UTILITIES	Water: Public Sewer: Private Electricity: 200 AMP
VEHICLE PARKING	Attached 2-car garage, paved circular driveway
ACREAGE	4.36-acre lot
WATER FRONTAGE	165'
ROAD FRONTAGE	100'

TYPE	Cape
YEAR BUILT	1968
LIVING AREA	3072± sq.ft. finished above grade
UNFINISHED ABOVE GRADE	864 sq. ft.
BASEMENT	Full walkout basement, partially finished (869 sq. ft.) with 3 rooms, fireplace & full bath, 400 sq. ft. unfinished
HVAC	Hot water – oil, supplemental electric baseboard
HOT WATER	Off boiler

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

















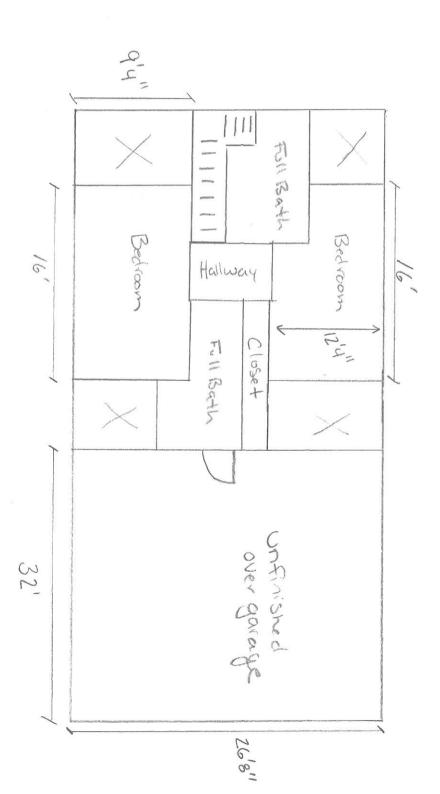






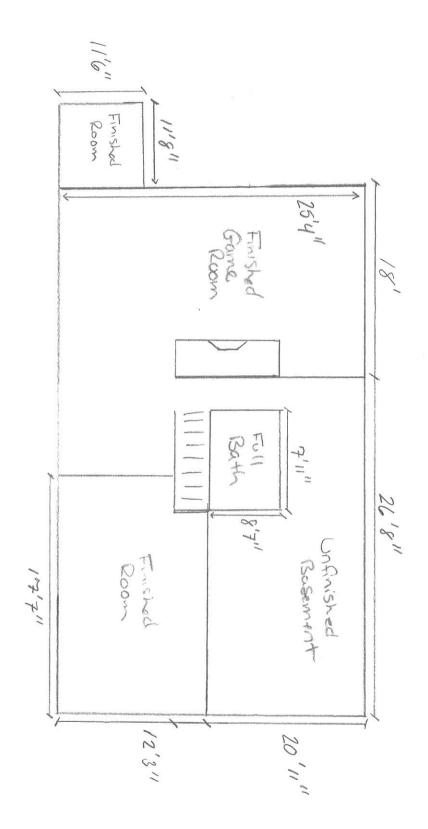


FIRST Floor



Second Floor





125 WENTWORTH ROAD Property Location 024/034/// Bldg Name State Use 1013 Map ID Vision ID 830 Account # 000830 Blda # 1 Sec # 1 of 1 Card # 1 of 1 Print Date 6/15/2022 6:03:36 PM TOPO **CURRENT ASSESSMENT CURRENT OWNER** UTILITIES STRT/ROAD LOCATION 2 Public Water FORD RUTH B & PAT H REV TRTS 1 Level 1 Paved 7 Waterfront Description Code Assessed Assessed 2231 8 Ledge 6 Septic FORD RUTH B & PAT H TRUSTEES RESIDNTL 1013 330.700 330.700 125 WENTWORTH ROAD **RES LAND** 1013 1.125.300 1.125.300 SUPPLEMENTAL DATA RYE, NH RESIDNTL 1013 4.000 4.000 RYE NH 03870 Alt Prcl ID FEMA 05 L 100 FEMA 15 L REX FEMA 05 I ACCT NU 8154 COLOR **GRAY** FEMA 15 I **VISION** VA-LAND-RESD PRECINC lland **VA-BLDG-RESD** BLDG GIS ID Assoc Pid# 1.460.000 Total 1.460.000 RECORD OF OWNERSHIP BK-VOL/PAGE | SALE DATE | Q/U | V/I | SALE PRICE PREVIOUS ASSESSMENTS (HISTORY) Assessed V Code Code Code Assessed Year Assessed Year Year 4515 U 0 38 FORD RUTH B & PAT H REV TRTS 0678 06-14-2005 02-08-2000 38 2021 1013 330.700 2020 1013 330.700 1013 330.700 FORD RUTH B REV TRUST 3455 0398 U 0 2020 1,125,300 1,125,300 1,125,300 1013 1013 1013 1013 4,000 1013 4,000 1013 4,000 Total 1.460.000 Total 1.460.000 Total 1.460.000 **EXEMPTIONS** OTHER ASSESSMENTS This signature acknowledges a visit by a Data Collector or Assessor Year Code Description Amount Code Description Number Amount Comm Int APPRAISED VALUE SUMMARY 328.500 Appraised Bldg. Value (Card) Total 0.00 ASSESSING NEIGHBORHOOD Appraised Xf (B) Value (Bldg) 2.200 Nbhd Nbhd Name В Tracing Batch 46 4.000 Appraised Ob (B) Value (Bldg) NOTES FRONTAGE ON SAGAMORE/CREEK/OCEAN ACCESS 1,125,300 Appraised Land Value (Bldg) Special Land Value Ω Total Appraised Parcel Value 1,460,000 Valuation Method С Total Appraised Parcel Value 1,460,000 **BUILDING PERMIT RECORD** VISIT / CHANGE HISTORY Purpost/Result Permit Id Issue Date Туре Description Amount Insp Date % Comp Date Comp Comments Date Id Type Is Cd MECH M-000579 07-27-2020 MECH 2.600 10-09-2020 100 10-09-2020 REPLACING GRANBY 275 V 10-09-2020 PGM 51 Permit - Ext B-000428 05-14-2015 BLDG **Building Permit** 29,700 03-07-2016 100 04-01-2016 shoreline rip/rap repair per DE 02-17-2017 MO 25 Revaluation Field Review SM Permit Follow Up 03-07-2016 06 10 04-10-2013 SS 07 Measure Info @ Door 08 KR 20 Update FR 09-06-2012 VM 02 Measur+2Visit 09-15-2008 11-09-2001 KL 41 Hring Change LAND LINE VALUATION SECTION В Use Code Zone Unit Price Size Adi Nbhd. Location Adjustment Adi Unit P Description Land Type Land Units Site Index Cond. Nbhd. Adi Land Value Notes SFR WATER M SRE 43.560 SF R 130 2.300 1013 5.81 1.90000 1.00 1.0000 25.39 1.106.000 SFR WATER M SRE 3.360 AC 130 TOPO 1013 10,000.00 | 1.00000 0 0.25 2.300 1.0000 5,750 19,300 Total Card Land Units 4.36 AC Parcel Total Land Area 4.36 Total Land Value 1,125,300

125 WENTWORTH ROAD Property Location 024/034/// Bldg Name State Use 1013 Map ID Vision ID 830 Account # 000830 Blda # 1 Sec # 1 of 1 Card # 1 of 1 Print Date 6/15/2022 6:03:37 PM **CONSTRUCTION DETAIL CONSTRUCTION DETAIL (CONTINUED)** Element Description Element Cd Description Style: 04 Cape Cod Model 01 Residential Grade: 05 Average +25 Stories: 1.75 1 3/4 Stories 15 CONDO DATA Occupancy Parcel Id Exterior Wall 1 19 Brick Veneer C Owne BAS 14 WDK ISI Exterior Wall 2 11 Clapboard Adjust Type Code Description Factor% Roof Structure: 03 Gable/Hip 24 12 Condo Flr 03 Roof Cover Asph/F Gls/Cmp 6 BAS Condo Unit Interior Wall 1 04 Plywood Panel UHS TQS BAS UBM FHS BAS FBM BAS COST / MARKET VALUATION Interior Wall 2 415,879 **Building Value New** 14 Interior Flr 1 12 Hardwood Base Rate 90.00 Interior Flr 2 11 Ceram Clay Til Net Other Adj 28,125 02 Heat Fuel Oil 12 28 Eff. Base Rate 103.30 30 30 05 Hot Water Heat Type: Year Built 1968 AC Type: 01 None 1996 Effective Year Built Total Bedrooms 03 3 Bedrooms Depreciation Code G Total Bthrms: Remodel Rating Total Half Baths 20 Year Remodeled Total Xtra Fixtrs 26 Depreciation % 21 Total Rooms: 7 Rooms lo Functional Obsol Bath Style: 02 Average lο External Obsol 16 Kitchen Style: 02 Average Trend Factor Condition Condition % 79 Percent Good 328.500 Cns Sect Rcnld

							Jure Ovr C			
	OB -	OUTBU	ILDING 8	X YARD ITE	EMS(L)	/XF - BUIL	DING EX	TRA FL	EATURES(E	3)
Code	Descript	tion L/I	3 Units	Unit Price	Yr Blt	Cond. Cd	% Gd	Grade	Grade Adj.	Appr. Value
FPL1	FIREPLAC	CE 1 B	1	2800.00	1996		79		0.00	2,200
RPV3	PAVING -	LG L	1	4000.00			100		0.00	4,000
			BUI	LDING SUE	3-AREA	SUMMAR	Y SECTION	ON		

Living Area | Floor Area

2,036

992

780

560

32

1,008

744

780

327

7.259

2,036

280

756

3.072

0

Eff Area

2,036

298

273

280

756

149

195

33

4,026

6

Unit Cost

96.31

28.93

33.71

48.16

18.06

72.23

19.29

24.08

9.72

Code

First Floor

Basement, Finished

Half Story, Finished

Three Quarter Story

Basement, Unfinished

Half Story, Unfinished

Deck. Wood/Vinvl

Garage, Framed

Porch, Open

BAS

FBM

FGR

FHS

FOP

TQS

UBM

UHS

WDK

Description

Ttl Gross Liv / Lease Area

Dep % Ovr Dep Ovr Comment Misc Imp Ovr Misc Imp Ovr Comment Cost to Cure Ovr



Town of Rye



Information

Invoice Number:	222539	Bill Amount:	\$7,854.80
Description:	Tax Bill	Interest:	\$0.00
Property ID:	024-034	Costs:	\$0.00
Owner:	FORD RUTH B & PATH REV TRTS / FORD	Total:	\$7,854.80
Address:	125 WENTWORTH ROAD	Payments:	\$7,854.80
Bill Date:	5/14/2021	Balance Due:	\$0.00

Due Date: 7/1/2021 Interest Date: 7/1/2021 Interest Days: 0

Last Paid: N/A Paid By: N/A

Details

Description	Date	Tax Year	Period	Amount
Tax Bill	5/14/2021	2021	1	\$7,854.80
Payment	6/14/2021	2021	1	(\$7,854.80)

Town of Rye



Information

Interest Days: Last Paid:

Paid By:

0

N/A

N/A

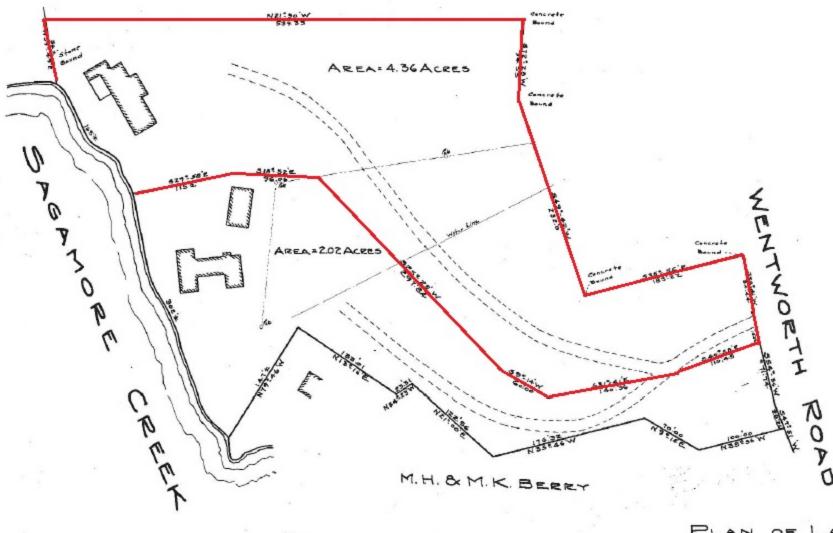
Invoice Number:	226649	Bill Amount:	\$8,015.40
Description:	Tax Bill	Interest:	\$0.00
Property ID:	024-034	Costs:	\$0.00
Owner:	FORD RUTH B & PAT H REV TRTS / FORD	Total:	\$8,015.40
Address:	125 WENTWORTH ROAD	Payments:	\$8,015.40
Bill Date:	11/19/2021	Balance Due:	\$0.00
Due Date:	12/23/2021		
Interest Date:	12/23/2021		

Details

Description	Date	Tax Year	Period	Amount
Tax Bill	11/19/2021	2021	2	\$8,015.40
Payment	12/17/2021	2021	2	(\$8,015.40)



"HARBORYIEW



PLAN OF LAND

RYE, NEWHAMPSHIRE

FOR MORRISH& MARYK. BERRY

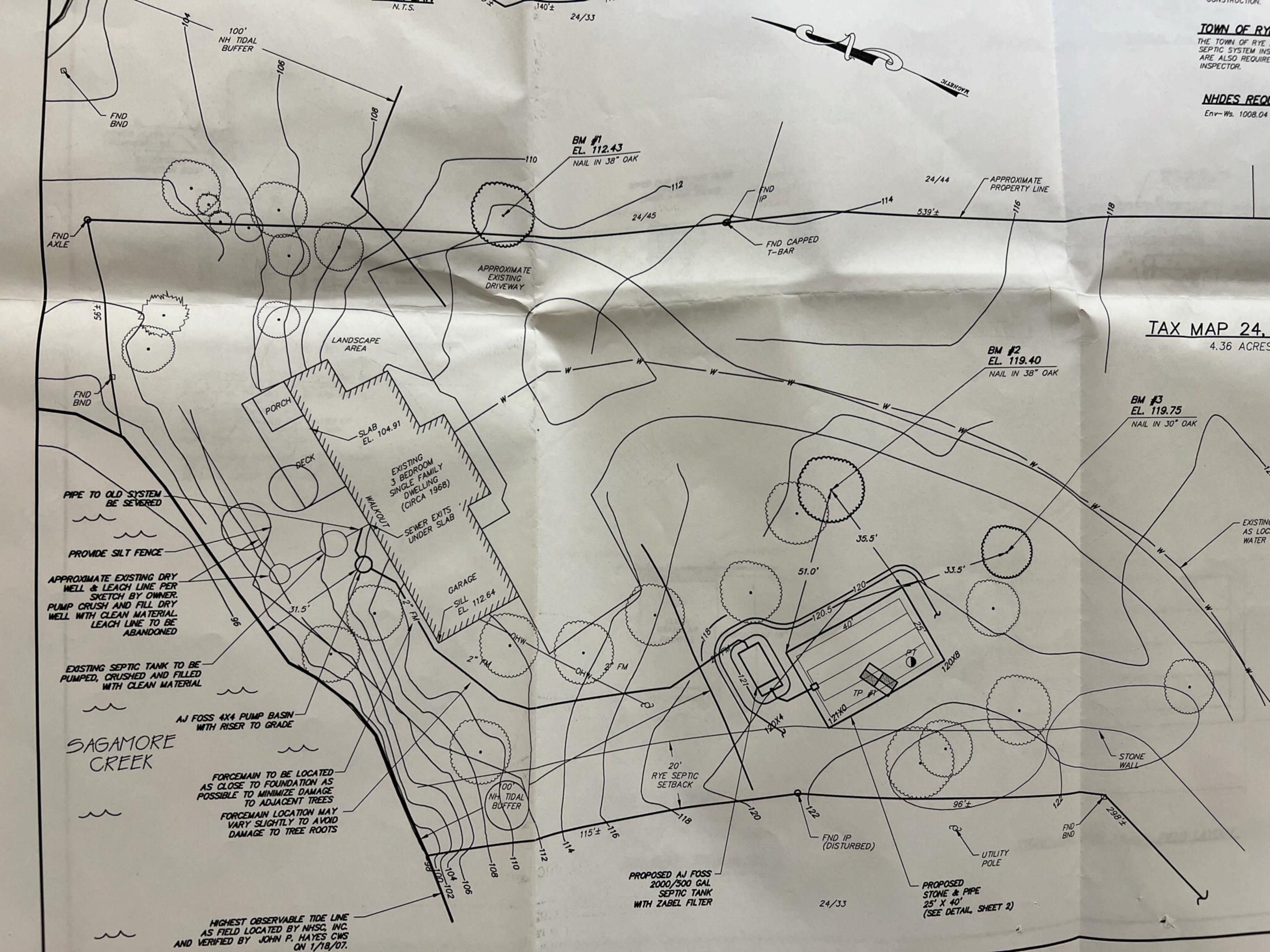
SCALEHIN .= 40FT.

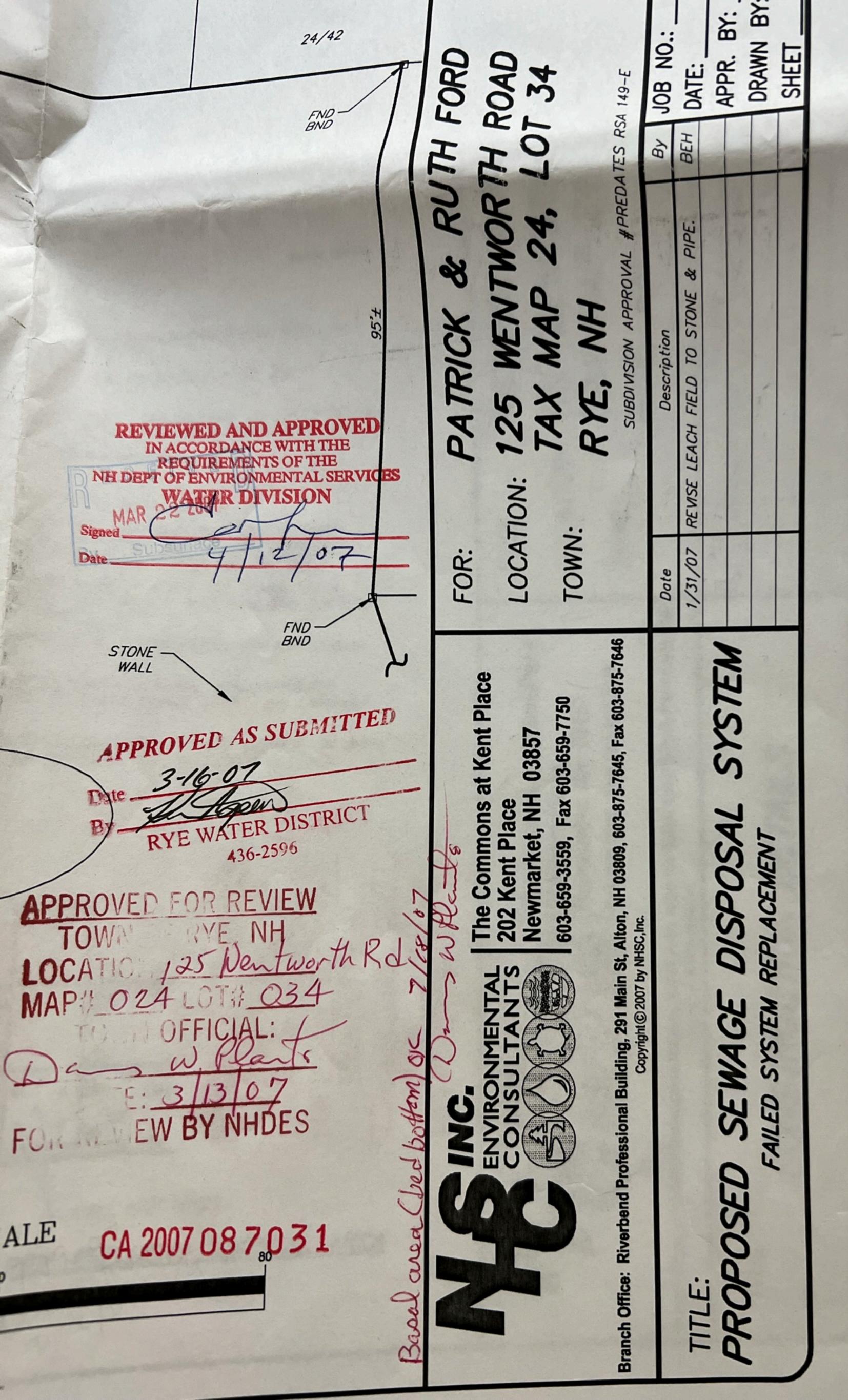
SEPT 1967

JOHN W. DURGIN CIVIL ENGINEERS

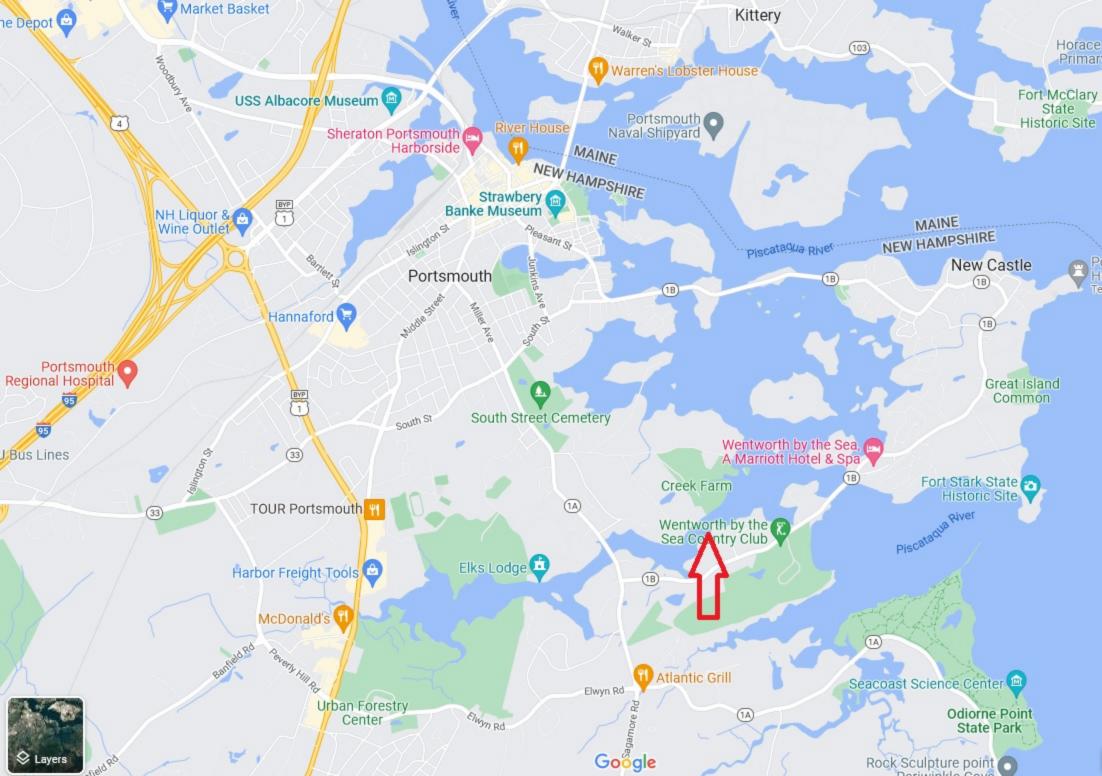
FILENO. 2662 PLANNO. 5124

D-5205





ADVISE YOUR CONTRACTOR
OF REQUIRED CHANGES IN
PLANS AS INDICATED ON THIS
CONDITIONAL APPROVAL.





New Hampshire Association of REALTORS® Standard Form

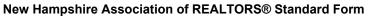


TO BE COMPLETED BY SELLER

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

		EPRIATE. IF ANY OF THE INFORMATION IN THIS PROPERTY DISCLOSURE FORM CHANGES FROM THE DATE OF ETION, YOU ARE TO NOTIFY THE LISTING FIRM PROMPTLY IN WRITING.
1.	SEI	LLER: Patrick H. Ford Revocable Trust - 1998
2.	PR	OPERTY LOCATION: 125 Wentworth Road, Rye, NH 03870
3.	СО	NDOMINIUM, CO-OP, PUD DISCLOSURE RIDER OR MULTIFAMILY DISCLOSURE RIDER ATTACHED? ☐ Yes ☑ No
4.	SEI	LLER: \square has \square has not occupied the property for 47 years.
5.		TER SUPPLY
	a.	ase answer all questions regardless of type of water supply. TYPE OF SYSTEM: Public Seasonal Unknown Drilled Dug Other
	D.	INSTALLATION: Location: Installed By: What is the source of your information? Date of Installation:
		What is the source of your information?
	c.	USE: Number of persons currently using the system: 2
		Does system supply water for more than one household?
	d.	MALFUNCTIONS: Are you aware of or have you experienced any malfunctions with the (public/private/other) water systems? Pump: Yes No VA Quantity: Yes No Quality: Yes No Quality: Yes No Quality: Yes No Quality: One of the public private of the
	e.	WATER TEST: Have you had the water tested?
_	1	
6.		WAGE DISPOSAL SYSTEM 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: Date of Installation: Date of Last Servicing: May 2022 Name of Company Servicing Tank: L.W. Morgridge & Son, Inc.
		Have you experienced any malfunctions?
		Comments: See Waterfront Site Assessment Form. Buried septic tank in back yard believed to be inactive. Pumping tank in backyard is active
SI	FIIF	R(S) INITIALS F / F / F



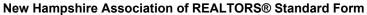


	PR	OPERTY LOCAT	TION: 125 Wentworth	n Road, Rye,	NH 03870	1					
	d.	IF YES, Location Date of installati Have you experi	Yes No n: on of leach field: ienced any malfunc Naterfront Site Assess	ctions?			Size:		Unl		
	e.	IF YES, has a si Source of Inform Comments: See V FOR ADDITION	CATED ON "DEVE ite assessment been nation: Waterfront Site Assess NAL INFORMATION TAL SERVICES SU	en done? ment Form. DN THE	Yes	s No No I	Unknown	_		_)F
7.	INS	SULATION	LOCATION Attic or Cap Crawl Space Exterior Walls Floors	Yes		Unknown U U U U U U U U				Unknown □ □ □ □ □ □ □ □	
8.	HA a.	Are you aware of IF YES: Are tank IF NO: How long What materials a Age of tank(s): Location: Are you aware of Comments:	ERIAL ID STORAGE TAN of any past or prese ks currently in use? g have tank(s) beel are, or were, stored of any past or prese onger in use, have	ent undergion Yes n out of seint in the tan Sient problen	round stored in the second second in the second second in the second second in the sec	orage tanks or lo uk(s): as leakage, et	n your property?	0			
	b.	ASBESTOS - C As insulation on In the siding? In flooring tiles? If YES, Source of	urrent or previous the heating system Yes No Yes No of information:	sly existin n pipes or Unknow Unknow	g: ducts? vn In vn O	Yes L the roofing sh ther	No ☑ Unknow ningles?	⁄n ☐ Yes ☑ Yes		☑ Unknown ☐ Unknown	
	C.	RADON/AIR - C Has the property If YES: Date: Results:	urrent or previou y been tested?	sly existin ☐ Yes ☐	ng:] No ☑ applicab steps?] Unknown By:_ le, what remed	dial steps were ta				
SI	ELLE	R(S) INITIALS	97 B				BUY	/ER(S) INITIALS			

New Hampshire Association of REALTORS® Standard Form



	PR	OPERTY LOCATION: 125 Wentworth Road, Rye, NH 03870
	d. e.	RADON/WATER - Current or previously existing: Has the property been tested?
	f.	Comments: Are you aware of any other hazardous materials? Yes No If YES: Source of information: Comments:
Э.	GE	NERAL 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? Please see deed.
	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?
		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:
	h.	How is the property zoned? Single residential
	i.	Heating System Age: unknown Type: Forced hot water Fuel: Oil Tank Location: Basement Owner of Tank: Home owner Annual Fuel Consumption: Unknown Price: Unkown Date system was last serviced and by whom? July 2022, Petro Home Services Secondary Heat Systems: Electric baseboard Comments:
	j.	Roof Age: <u>Unknown</u> Type of Roof Covering: <u>Asphalt shingles</u> Moisture or leakage: <u>No</u> Comments:





k.	Foundation/Basement:	:	T ype: <u>Blo</u>	ock/cement
	Comments: Basement does not extend under garage.			
I.	Chimney(s) How Many? 1 Lined? Unknown Comments:		Unknown	Problems? Unknown
m.	Plumbing Type: Copper Comments:		Age: <u>Un</u>	known
n.	Domestic Hot Water: Age: Unknown		Gallo	ns: <u>41</u>
О.	Electrical System: # of Amps 200 Comments: Solar Panels: Leased Owned If leased, explain	_	_	
	Comments:			
p.	Modifications: Are you aware of any modifications or relatives, please explain: See 10.b below	epairs made without the	necessary pern	nits? Yes No
q.	Pest Infestation: Are you aware of any past or present Comments: Terminix inspection and treatment in fall of 2020	-	Yes	e:
r.	Methamphetamine Production: Do you have knowledg (Per RSA 477:4-g) ☐ Yes ☑ No If YES, please €	avalain:		occurring on the property?
s.	Air Conditioning: Type: None Age: Comments:		ed and by whon	n:
t.	Pool: Age: Heated: Yes No Type: By Whom:		Date of Service:	
u.	Generator: Portable: Yes No Whole House: If Portable: Included Negotiable Comments: None	Yes No Kw/Size:_	Last Date o	of Service:
٧.	Internet: Type Currently Used at Property: Comcast			
W.	Other (e.g. Alarm System, Irrigation System, etc.) $\underline{^{N_0}}$ Comments:			
OTIC	E TO PURCHASER(S): PRIOR TO SETTLEMENT YO			DUE DILIGENCE YOU DEEN AND CONDITIONS AS MAY

New Hampshire Association of REALTORS® Standard Form



PI	PROPERTY LOCATION: 125 Wentworth Road, Rye, NH 03870	
a.	 0. ADDITIONAL INFORMATION a. ATTACHMENT EXPLAINING CURRENT PROBLEMS, PAST REPAIRS, O ☑ Yes ☐ No b. ADDITIONAL COMMENTS: 	
	It is not known if the 2 bedrooms and the game room on the lower level were ever per when the lower level was finished off.	
	Years ago seller granted permission to Two Harborview Drive owners to run an under capped and is not visible.	ground pipe to seller's shore. That pipe has since been
	#4. Includes any trust family members.	
	Patrick H. Ford, Jr., Co-Trustee hereby discloses that he is a licensed New Hampshire r	eal estate broker.
<u>ACKN</u>	CKNOWLEDGEMENTS:	
ACCU	ELLER ACKNOWLEDGES THAT HE/SHE HAS PROVIDED THE ABOVE INFO CCURATE, TRUE AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE. O DISCLOSE THE INFORMATION CONTAINED HEREIN TO OTHER BROKERS A	SELLER AUTHORIZES THE LISTING BROKER
SELLE	ELLER(S) MAY BE RESPONSIBLE AND LIABLE FOR ANY FAILURE TO PRO	VIDE <u>KNOWN</u> INFORMATION TO BUYER(S).
Patr	Patrick Ford Golfon Patrick F	dotloop verified 08/01/22 2:36 PM EDT IKDV-FTO0-DP1L-UNU5
SELLE	ELLER DATE SELLER	DATE
PREC DISCL PROP AND	UYER ACKNOWLEDGES RECEIPT OF THIS PROPERTY DISCLOSURE RECEDING INFORMATION WAS PROVIDED BY SELLER AND IS NOT DISCLOSURE STATEMENT IS NOT A REPRESENTATION, WARRANTY OR ROPERTY BY EITHER SELLER OR BROKER. BUYER IS ENCOURAGED TO INVESTIGATIONS VIA LEGAL COUNSEL, HOME, STRUCTURAL OR DVISORS AND TO INDEPENDENTLY VERIFY INFORMATION DIRECTLY WIT	GUARANTEED BY BROKER/AGENT. THIS GUARANTY AS TO THE CONDITION OF THE D UNDERTAKE HIS/HER OWN INSPECTIONS COTHER PROFESSIONAL AND QUALIFIED
RUYE	UYER DATE BUYER	DATE
SELL	SELLER(S) INITIALS SOURCE SOUR	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: 125 Wentworth Road, Rye, NH 03870

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.

9

Sell	er'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.
Pur	chaser'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) \square 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.
Age	nt'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.
Cer	tification 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.

Patrick Ford	dotloop verified 07/27/22 1:33 PM EDT 0JNR-2DDZ-K20E-7FJ2	Jack Sanders	dotloop verified 07/27/22 1:31 PM EDT USOT-QSE8-CHZT-T9PL
Seller	Date	Seller	Date
Purchaser	Date	Purchaser	Date
Justin Conway	dotloop verified 07/27/22 1:56 PM EDT X3YZ-YSFS-93CD-XE9S		
Agent	Date	Agent	Date

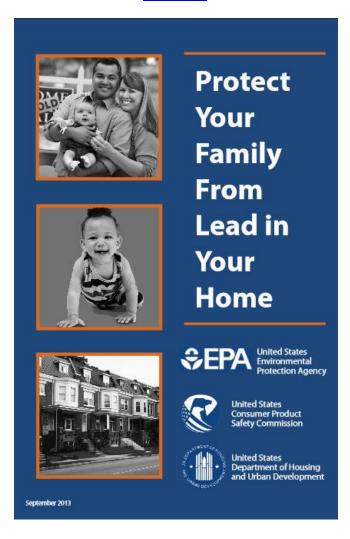
Lead-Based Paint

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





LEAD • ASBESTOS • MOLD • DEMOLITION

629 Calef Highway Epping, NH 03042 Phone: 800-640-5323 Fax: 603-679-9685

EnviroVantage, Inc. 629 Calef Highway, STE 200 Epping, NH 03042-1614 Phone: (800) 640-5323

Fax: (603) 679-9685

Patrick Ford Revocable Trust

TO 125 Wentworth Rd
Rye NH 03870

INVOICE

INVOICE NO 22822

SHIP Walk-In Customer
TO EnviroVantage
629 Calef Highway
Epping, NH 03042

ACCOUNT NO	PO NUMBER	SHIP VIA	DATE SHIPPED	TERMS	INVOICE DATE	PAGE
CASH				Net 30	5/13/2022	1

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	1	For disposal of one bag of asbestos	50.00	50.00
		tile		
		removed from the property at 125		20
		Wentworth Rd, Rye NH 03870		

2% Finance charge per month on all invoice amounts over 30 days. Notification of disputed amounts must be made within 10 days of receipt of invoice.

TOTAL AMOUNT

50.00

Credit cards will be kept on file for 30 days after job completion. Balances will be charged if unpaid after 30 days.

	VASTE SHIPMENT REC	For Disp	osal Site Use Only							
_		NESHAP Notified		WSR Number	2ASB		Elevatio	n,		
	102926NH	YES			200	420		East		
	R Generator Name, Contact Name, and Foctorick Ford Revi 125 Wentworth			Phone Number rol Irustee						
-	I - D. Work Site Address	0		03890		_ ld	377	ergency Response		
- 1	125 Weatwor	HARA I	P110	NH			Telephone N			
-			rije		03870			0.640.5323		
:	2. Operator's Name and Complete Mailing	Address	·			Opera	itor's Phone	Number		
	EnviroVantage, Inc. 629 Calef Hwy. / Epping, NH							.679.9682		
- :	3. Waste Disposal Site (WDS) Name and C	Complete Mailing Addres	SS			WDS	Phone Num	ber		
Generator	WM of NH - Turnkey Landfill 90 Rochester Neck Road / F	Rochester, NH 03	839				603	.330.2143		
Ger	4. Name and Address of Responsible Ager NH DES Asbestos Managen 29 Hazen Dr., PO Box 95 / 0	nent Control Divis								
1	5. Description of Materials					6. Cor No.	ntainers Type	7. Total Quantity yd3		
-	friable asbestos		RQ, NA2212	2, Asbestos, 9, PGII	I, ERG 171	1	1	11		
}	non-friable asbestos		Cat I	Cat II		/	pag	Tho yaves		
	e. GENERATOR/OPERATOR'S CERTIFIC bing name and are classified, packed, mar and government regulations. I hereby certification Printed/Typed Name and Title	by highway	according t							
	10. Transporter 1 Company Name Dy Na Complete Mailing Address	ric wast	e	Driver Signature) (]		0710/22		
-	Complete Mailing Address	t.0	_	10						
				Printed Name and	Title					
jer	Felephone Number (including area code)			5-24-22 Date						
Transporter	11. Transporter 2 Company Name			Driver Signature						
- 1	Complete Mailing Address			Driver digitature						
				Printed Name and Title						
	Felephone Number (including area code)			Date						
	2. Discrepancy Indication Space			w-						
al Sit	13. Waste Disposal Site Owner or Operator Special Waste Approval is issued by signature in the case of a Generic Asbestos Approval. Certification of receipt of asbestos materials covered by this manifest except as noted in Item 2.									
pos	Certification of receiption ast	pestos materiais covered	by this mani	iest except as notet	1111111/2.					
Disposal Site	Printed/Typed Name and Title	pestos materiais covered	Signature	a Military		/		52427		

For Disposal Site Use Only

DEPARTMENT
REVENUE ADMINISTRATION

THOUSAND HUNDRED AND DOLLARS

071805 733221 \$40.00

Return to:
Pierce Atwood
One New Hampshire Avenue
Suite 350
Portsmouth, NH 03801

QUITCLAIM DEED

I, RUTH B. FORD, TRUSTEE OF THE RUTH B. FORD REVOCABLE TRUST - 1998, dated July 2, 1998, of 125 Wentworth Road, Rye, County of Rockingham and State of New Hampshire, for consideration paid, grant to PATRICK H. FORD, TRUSTEE OF THE PATRICK H. FORD REVOCABLE TRUST – 1998, dated July 2, 1998 of 125 Wentworth Road, Rye, County of Rockingham and State of New Hampshire, with Quitclaim covenants, an undivided one half interest, in and to the following described premises:

A certain tract or parcel of land with the buildings thereon, situate in Rye, County of Rockingham and State of New Hampshire, bounded and described as follows:

Beginning at a concrete bound in the northwesterly sideline of Wentworth Road at the southerly corner of land now or formerly of Seacoast Recreation, Inc., thence running South 58° 41' West, 84.44 feet and South 54° 36' West, 15.56 feet by said Wentworth Road to a corner at the land now or formerly of Elsa Sonnabend; thence turning and running North 40° 58' West, 110.45 feet; North 31° 41' West, 140.36 feet, North 9° 14' East, 60.00 feet; North 25° 25' East, 297.84 feet; North 18° 52' West, 96.06 feet, and North 29° 58' West, 115 feet, more or less, all by land now or formerly of said Elsa Sonnabend to a corner in the southeasterly shoreline of Sagamore Creek; thence turning and running northeasterly by said Sagamore Creek, 165 feet, more or less, to a corner at land now or formerly of Seybolt Realty; thence turning and running North 59° 49' East by Seybolt Realty land, 56 feet, more or less, to a corner at land of now or formerly of said Seybolt Realty; thence turning and running South 21° 30' East in part by land now or formerly of Seybolt Realty and land now or formerly of Richard Holt, 539.33 feet to a concrete bound; thence turning and running South 72° 28' West, 94.55 feet; South 49° 42' West, 232.00 feet, and South 35° 56' East, 185.22 feet, in part by lands now or formerly of Seacoast Recreation, Inc., Nancy Hoitt and one Jameson to Wentworth Road and the point of beginning. Said last two angle points being marked by concrete bounds. Containing 4.36 acres. Together with all rights in Sagamore Creek and the shoreline and adjacent flats as may be appurtenant to, adjacent to and belonging to the above described property frontage on Sagamore Creek.

Together with and subject to such utility easements for water line from Wentworth Road, electricity, telephone and sewer lines and any other utility easements, to run with the land and to be subject too and for the benefit of the grantee, its heirs, executors, administrators and assigns.

This conveyance is also subject to the present sewer line for easement purposes and maintenance, for repair or for replacement as said line runs westerly from the property to the east of the property herein granted over and across land retained by Morris H. Berry and Mary K. Berry, and then across the land herein granted to other land of Morris H. Berry and Mary K. Berry; said sewer line being in the southerly part of the property herein granted. Said sewer pipe line being about 25 feet northerly of Wentworth Road over the land herein conveyed.

Meaning and intending to convey the same premises conveyed to Ruth B. Ford, Trustee of the Ruth B. Ford Revocable Trust – 1998 by Quitclaim Deed of Patrick H. Ford and Ruth B. Ford dated February 8, 2000 and recorded in Book 3455, Page 0398 of the Rockingham County Registry of Deeds.

Patrick H. Ford and Ruth B. Ford, husband and wife, hereby join in this conveyance to release their rights of homestead and other interests therein.

Ruth B. Ford, Trustee of the Ruth B. Ford
Revocable Trust – 1998

Ruth B. Ford, individually

Witness our hands this Ath day of July , 2005.

STATE OF NEW HAMPSHIRE Rockingham, ss.

Then personally appeared PATRICK H. FORD and RUTH B. FORD, individually and in her capacity as Trustee of the Ruth B. Ford Revocable Trust – 1998 and acknowledged the foregoing instrument to be their voluntary acts and deeds, before me,

Notary Public

Patrick H. Ford, individually

My Commission Expires:

WILFRED L. SANDERS, JR., Notary Pub My Commission Expires May 29, 2007

Witness



REAL ESTATE PURCHASE & SALE AGREEMENT

The undersigned purchaser ("Buyer"), 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 ("Agreement"):

1.	Seller(s): Patrick H. Ford Revocable Trust	Buyer(s):
	Street:	Street:
	City/State/Zip:	City/State/Zip:
	Telephone #:	Telephone #:
2.	Property: ☐ Land ☒ Land & Buildings ☐ Cond	
	Street Address: 125 Wentworth Road City/Town	•
	County: Rockingham State: New Hamps	
	Also known as Tax Map 24, Lot 34, with deed rec	orded at the Rockingham County Registry of
	Deeds at Book 4515, Page 678.	
3.	BID PRICE (HAMMER PRICE):	\$
	7% BUYER'S PREMIUM:	\$
	TOTAL PURCHASE PRICE DUE FROM BUYER	\$
	DEPOSIT, to be held by Paul McInnis LLC Escrow Account, to be delivered to Paul McInnis, no later than August 25 th , 1:00 p.m.	LLC
	and is NON-REFUNDABLE, except as set forth in	6: \$
	BALANCE DUE AT TRANSFER OF TITLE:	\$
4.	Transfer of Title: Title shall be transferred and before September 30 th , 2022 at a time and place agreed upon, title shall be transferred at the Brentwood, NH on September 30 th at 10:00 a.m.	e to be agreed upon. If no time and place is
5.	Title shall be transferred by NH statutory form fid subject to all easements, covenants, restrict acknowledges that Buyer has determined the sta- title to the property "as is".	ons and other matters of record. Buyer
eller	•	Buyer

15211339.3

- 6. Seller shall keep the property 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 property to its former condition or the Buyer, at Buyer's election, may cancel this Agreement, in which case this Agreement shall be terminated and the deposit returned, or accept the property 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. Seller makes no warranties or, except as expressly set forth in the Property Disclosure, representations of any kind in connection with the property, and all representations shall terminate as of transfer of title, with no recourse to Seller thereafter. All personal property shall be conveyed "AS IS" and "WHERE IS". Any warranty or representation made by auctioneer, or other person, and not expressly set forth in this Agreement is expressly without authority. All personal property and fixtures being sold (if any) shall be conveyed AS IS and WHERE IS. SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING TITLE TO ANY SUCH FIXTURES OR OTHER PERSONALTY.
- 9. This Agreement is NOT contingent on Buyer obtaining financing for the purchase price or any portion thereof.
- 10. This Agreement is to be construed as a New Hampshire contract and governed by the laws of the State of New Hampshire, without regard for conflict of law principles; 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. Notwithstanding the foregoing, this Agreement shall not be assigned without the prior written consent of the Seller, in the Seller's sole and absolute discretion. If two or more persons comprise Buyer, each obligation of Buyer hereunder shall be the joint and several obligation of each such person.
- 11. TIME IS OF THE ESSENCE as to all dates referenced in this contract.
- 12. Personal property included: As-is at closing. Washer and dryer are not included. Pool table to remain.
- 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	Buye	r ag	ree that Paul	Мс	Innis	LLC is	s exclu	sively r	espo	nsible f	or bringir	ng a	bout this
	sale	and	that	no	commission	is	due	any	other	broker	or	agent,	except	as	follows:

Seller		Buyer
	Page 2 of 3	

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

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

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

Note: Patrick H. Ford, III is a New	Hampshire licensed real estate brok	er.
16. Addenda Attached X Yes (Pr	operty Disclosure),No	
IN WITNESS WHEREOF, the partie	es have hereunto set their hands this	day.
	Patrick H Ford, III Trustee	Date
	Wilfred L. Sanders, Jr., Trustee	Date
	Buyer	Date
	Buyer	Date
, 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 (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@paulmicnnis.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 \$25,000 either by physical check or E-check. By registering to bid you understand and agree that if you are not the successful bidder, this deposit will be returned to you. If you are the successful bidder and you fail to comply with the terms of the auction (specifically signing the Real Estate Purchase & Sale Agreement and delivering the required earnest money deposit by Thursday, August 25th at 1:00 p.m.) you hereby authorize the Auction Company to retain your \$25,000 Bidder Deposit as a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$25,000 U.S. dollars.

To deliver the Bidder Deposit by physical check, you may deliver the \$25,000 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. 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 <u>clicking here</u>.

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 or (603) 964-1301





AUCTIONS - REAL ESTATE - RESULTS

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

Email completed form to admin@paulmcinnis.com

ONLINE BIDDER REGISTRATION FORM • 22PM-12

BIDDING STARTS: Wednesday, August 17th at 9:00 a.m. BIDDING ENDS: Wednesday, August 24th at 2:00 p.m.

PROPERTY: 125 Wentworth Road, Rye, 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 \$25,000 either by physical check or E-check. By registering to bid you understand and agree that if you are not the successful bidder, this deposit will be returned to you. If you are the successful bidder and you fail to comply with the terms of the auction (specifically signing the Real Estate Purchase & Sale Agreement and delivering the required earnest money deposit by Thursday, August 25th at 1:00 p.m.) you hereby authorize the Auction Company to retain your \$25,000 bidder deposit as a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$25,000 U.S. dollars.
Terms: A \$25,000 deposit by check or e-check will be delivered to the auction company as a qualification to bid. Successful bidder to deliver earnest money totaling 10% of the total purchase price no later than, Thursday, August 25th at 1:00 p.m. with the balance due at closing within 45 days of the auction. A 7% 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-12 Reviewed by: