

Owner's Real Estate

AUCTION

13.5 +/- Acres - Commercially Zoned

ROUTE 106 - LOUDON, N.H.

Auction to be held on site

SATURDAY, SEPTEMBER 20TH AT 10 A.M.

PROPERTY INFORMATION PACKET



GREAT DEVELOPMENT OPPORTUNITY!

BROKER PARTICIPATON INVITED
INSPECTIONS:

Drive by Suggested. Call Gallery for appointment.

John McInnis
AUCTIONEERS • APPRAISERS



mcinnisauctions.com

76 Main Street - Amesbury, Ma 01913

800-822-1417 - MA LIC# 770

Table of Contents

ADVERTISEMENT PAGE

DISCLAIMER

TRANSMITTAL LETTER

PROPOSED TERMS AND CONDIITONS

PURCHASE & SALE AGREEMENT

BUYER BENEFITS

REAL ESTATE TAX BILL

BUYERS PREMIUM EXPLANATION

BROKER PARTICIPATION INFORMATION

REAL ESTATE ABSENTEE BID FORM

OWNER'S REAL ESTATE AUCTION

13.5± Acres Commercially Zoned ROUTE 106, LOUDON, NH

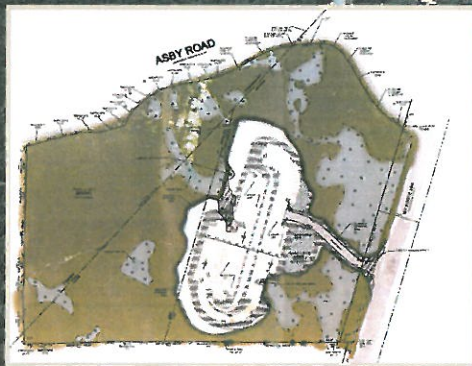
— Located directly across from the main entrance to the world class NH Motor Speedway —

Saturday, September 20th at 10 A.M.

Suggested Opening Bid \$275, 000.00

Auction to be held on site
Aerial view of Route 106

Auction
Site



The current owner of this unique property is now downsizing his Real Estate Portfolio and has chosen the auction method of marketing to sell this parcel at auction.

- Engineered and approved 24 ft. wide commercial driveway entrance with curb cut designs already in place
- 600 ft. of road frontage
- Prime Commercial pad site with plenty of parking
- Ideal location for Hotel and many other uses
- Legal Reference: Map 61 Lot 000002
- Don't miss this opportunity to bid on this spectacular property!
- To be sold to the highest bidder

JOHN MCINNIS AUCTIONEERS

Broker Participation Invited | For More Info, Previews and Terms Visit:

mcinnisauctions.com 800-822-1417

This information deemed reliable but not guaranteed, buyer must verify. NH License # 2182

Auctioneer's Disclaimer

IMPORTANT INFORMATION FOR PROSPECTIVE BIDDERS

THE INFORMATION SET FORTH IN THIS PACKET IS BELIEVED TO BE CORRECT AND IS BEING MADE AVAILABLE FOR INFORMATION PURPOSES ONLY. THE SELLER OF THIS PROPERTY AND JOHN MCINNIS AUCTIONEERS MAKE NO WARRANTIES OR GUARANTEES AS TO THE ACCURACY OF THIS INFORMATION.

BUYERS SHALL RELY ENTIRELY ON THEIR OWN INFORMATION, JUDGEMENT AND INSPECTION OF THE PROPERTY AND RECORDS. THIS PROPERTY IS TO BE SOLD ON AN AS IS, WHERE IS BASIS.

THE AUCTIONEER HEREBY DISCLOSES HE/SHE ARE ACTING SOLELY AS AN AGENT FOR THE SELLER'S IN THE MARKETING, NEGOTIATIONS AND SALE OF THIS PROPERTY. THE PURCHASER(S) AGREE THAT THE SELLER'S AND AUCTIONEER MAKE NO WARRANTY OF ANY KIND REGARDING THE CONDITION OR VALUE OF THE REAL OR PERSONAL PROPERTY.

JOHN MCINNIS AUCTIONEERS

Estates ♦ Auctions ♦ Real Estate ♦ Appraisals

*76 Main Street - Amesbury, Massachusetts 01913
Phone 978.388.0400 - - Fax 978.388.8863*

Dear Prospective Bidder,

Thank you for your interest in our upcoming Real Estate Auction to be held on Saturday, September 20th at 10 a.m. This auction includes a 13.5 +/- acres of commercially zoned development land, located on Rt. 106 directly across the street from the world class N.H. Motor speedway. This is a wonderful opportunity to own this prime commercial site.

Seldom does the opportunity present itself for you to set your own price for such a property. Please review this information package and visit our website at mcinnisauctions.com.

The current owner of this property is now downsizing his Real Estate Portfolio and has chose the auction method of marketing to sell this parcel . The seller is extremely motivated to sell and let the new buyer develop this property. This decision allows you to set the market price for this wonderful property with your bid. You will buy the property at the lowest possible price by bidding one increment higher than the competition. What an opportunity!

Please feel free to drive by and view the property.

The suggested opening bid is \$275,000.00 . Remember, this is not a foreclosure sale. When you purchase this property you receive clear marketable title.

Please remember to have the \$25,000.00 certified deposit check or cash to register to bid and bring it with you to the auction. You must show the check at registration in order to receive a Bidder Number. You must have a Bidder Number in order to bid at this open, outcry auction.

This bidder's prospectus has been assembled for your convenience. Our experienced staff is readily available to assist you with any questions you may have regarding the property or the auction process. We welcome your calls. We look forward to seeing you at the auction and good luck with your bids!!

Sincerely,

John

John McInnis
John McInnis Auctioneers

Owner's Real Estate Auction

13.5 +/- Acres - Commercially Zoned

ROUTE 106 - LOUDON, N.H.

Auction to be held on site

SATURDAY, SEPTEMBER 20TH AT 10 A.M.

TERMS AND CONDITIONS

Terms of Sale: A deposit, of which Twenty Five Thousand Dollars (\$25,000.00) must be presented in cash, certified or bank check in order to bid on auction day. Balance in 45 days.

A. Make the deposit check payable to yourself. If you are the successful bidder, you will endorse the check to John McInnis Auctioneers, Escrow Agent.

B. Closing will take place on or before 45 days from the auction unless otherwise agreed upon by Seller, in writing.

C. The property is being sold “**as is, with all faults**”. We encourage you to attend the preview showing and thoroughly inspect the property. You must rely on your own inspection and judgment when bidding on this property.

D. Subject to Owner Confirmation.

E. The property is **NOT** being sold with a financing contingency, so we recommend that you pre-qualify yourself with your lending institution before bidding at the auction sale. This will allow you to bid with confidence!

F. Ten Percent Buyer's Premium to be added to the hammer price. Their sum will constitute the Total Purchase Price. See Buyer's Premium explanation elsewhere in this Property Information Packet

G. Other terms, if any, to be announced at the auction sale

TERMS & CONDITIONS OF SALE

1. Auctioneer is John McInnis Auctioneers, 76 Main Street, Amesbury, Massachusetts.
New Hampshire Auctioneer's License #2182.
2. The Seller is **David Pritchard**, herein, "Seller" or "Trustee's".
3. This sale is of certain real property, 13.5 +/- acres of land located at:

Route 106, Loudon, NH

The property will be sold "**AS IS, WHERE IS, WITH ALL FAULTS**".
4. A description of said Property to be sold is contained herein. Said real estate is described in deeds recorded in the **Rocking ham County** Registry of Deeds, Book **0132** Page **07**
5. The sale may be adjourned from time to time as the Auctioneer may determine.
6. **TERMS OF SALE:** An initial deposit of **Twenty Five Thousand Dollars (\$25,000.00)** in cash, certified or bank check will be required at the time and place of the auction to register to bid on the property. Balance on or before **45 days**. No bid will be considered unless said bidder has first registered with the Auctioneer and deposited with him the required earnest money deposit. Bids will be made orally. The auctioneer reserves the right to control the increments of the bids. Any bid not in compliance with the terms of sale may be rejected.
7. Auction will be conducted as a public auction and is **subject to confirmation by the Owner, who reserves the right to reject any bid under \$275,000.00**. The highest bidder over \$275,000.00 will be the Buyer of the property, once the **Seller** has confirmed the high bid. At the completion of the sale, the highest bidder will sign a Purchase and Sale Agreement in the form of the specimen attached hereto, the terms of which are incorporated herein. A Ten Percent (10%) Buyers Premium will be added to the high bid.
8. The balance of the purchase price payable by the successful bidder shall be made in cash, certified check, cashier's or bank check. Closing is to be held no more than **forty five (45) days** following the date of the Purchase and Sale Agreement.
9. Seller will convey good and marketable title to said property, free and clear of all encumbrances, except building and/or zoning restrictions of record, restrictive covenants of record, usual public utilities associated with servicing of property and any easements/right-of-way which do not interfere with the use of the property as a single family residence.
10. Buyer may examine title for 10 days after the day the bid is accepted and shall within that time notify seller in writing of any defects in title that may render the title unmarketable in accordance with the standards adopted by the **New Hampshire** State Bar Association. Sellers shall have 30 days to cure any defects of title so brought to its attention that may render the title unmarketable. Buyer shall have the right to rescind and be refunded his deposit where defects of title that render the title unmarketable are not cured by sellers with the above-stated number of days.

11. In the event that the highest bidder fails to comply with any of the terms and conditions of sale, said bidder's deposit will be retained by the Seller, unless the Auctioneer, in its sole discretion, reopens the bidding, and the new highest bidder immediately executes a Purchase and Sale Agreement. Upon close of bidding and compliance with the terms of sale, the Auctioneer shall declare that the terms of the sale have been complied with and that the public sale is closed. If the Buyer fails to perform at closing, the Sellers will retain the Buyer's deposit. A bidder or buyer whose deposit is retained under this paragraph shall be responsible for any and all consequential damages and additional costs, deficiencies, expenses and losses suffered as a result of his failure to perform, including without limitation, any attorney's fees.
12. The Buyer's commitment under the Purchase and Sale Agreement will NOT be contingent upon securing financing or upon any other conditions; the Buyer's deposit will not be refunded due to any inability to obtain financing or any other failure by the Buyer to perform.
13. The property is sold "*AS IS, WHERE IS, WITH ALL FAULTS*", and with all existing defects and without any warranties of any kind even as to fitness for a particular purpose, habitability or merchantability. Bidders are invited to inspect the premises and public records prior to making a bid. No warranties, guarantees or representations of any kind are made; and all warranties are disclaimed with respect to any improvements located underground, the location and/or boundaries of the premises or improvements thereon, environmental compliance, or its compliance with any applicable zoning or land use regulations, laws or ordinances. BUYER agrees that SELLERS are not giving any express warranty, has no successor liability and is not obligated to give any implied warranties. The Buyer will assume responsibility and expense for any title search, title examination or title insurance, as set forth in said Purchase and Sale Agreement.
14. In the event of a substantial loss or damage to the property occurring after the execution of the Purchase and Sale Agreement and prior to closing, the Buyer shall have the election either to terminate said Purchase and Sale Agreement and receive a refund of the earnest money deposit or to complete the purchase and receive any insurance proceeds or eminent domain award received by Sellers on account of the damage or loss.
15. In the case of disputed bidding, the Auctioneer shall be the sole and absolute judge of such dispute.
16. The Auctioneer acts only as agent for the Seller(s).
17. In the event of any conflict between these Terms and Conditions of Sale and the Purchase and Sale Agreement, the Purchase and Sale Agreement shall control.
18. Other terms or conditions may be announced at the sale.



REAL ESTATE AUCTION PURCHASE AND SALE AGREEMENT

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

1. SELLER(S):

BUYER(S):

Address:

Address: _____

Tel. No:

Tel.No _____

2. PROPERTY:

DEED REFERENCE: Book Page

3. BID PRICE (HAMMER PRICE:)

\$ _____

3a. TEN PERCENT BUYERS PREMIUM:

TOTAL PURCHASE PRICE DUE FROM BUYER :

\$ _____

DEPOSIT required at the time of registration on auction day to be held by John McInnis Auctioneers, receipt of which is acknowledged and in NON-REFUNDABLE, except as provided below.

\$ 25,000.00

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 **November 4th, 2014**, at a time and place to be agreed upon. If no time and place is agreed upon, title shall be transferred at the **Rockingham County Registry** of Deeds on or before **November 4th, 2014**.

5. Title shall be transferred by a _____ **Deed** to the premises, which shall be provided at Seller's expense.

6. Buyer may examine title for 10 days after the day the bid is accepted and shall within that time notify seller in writing of any defects in title that may render the title unmarketable in accordance with the standards adopted by the **New Hampshire Real Estate** Bar Association. Sellers shall have 30 days to cure any defects of title so brought to its attention that may render the title unmarketable. Buyer shall have the right to rescind and be refunded his deposit where defects of title that render the title unmarketable are not cured by sellers with the above-stated number of days.

7. Seller shall keep the premises insured during the term of this Agreement. In the event of damage by fire, or casualty, 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 said insurance which Seller agrees to assign to Buyer if Buyer so elects.

8. Real estate taxes and all charges against the property shall be apportioned as of the date of transfer of title.

9. If Buyer desires an examination of title, he shall pay the cost thereof. Buyer may examine title for 10 days after the date the bid is accepted and shall within that time notify seller in writing of any defects in title that may render the title unmarketable in accordance with the standards adopted by the **New Hampshire** State Bar Association. Sellers shall have 30 days to cure any defects of title so brought to its attention that may render the title unmarketable. Buyer shall have the right to rescind and be refunded his deposit where defects of title that render the title unmarketable are not cured by sellers with the above-stated number of days.

10. This instrument is to be construed as a **New Hampshire Contract**; and is to take effect as a sealed instrument; set 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 canceled, modified or amended only by written instrument executed by both the Seller and the Buyer. If two or more persons are named herein as Buyers and Sellers, their obligation there under 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 herein shall survive the closing.

12. **Risk of Defects.** The Buyer shall assume risk for any defects. Each bidder for said Property expressly acknowledges and agrees that the amount bid reflects the “AS IS, WHERE IS, WITH ALL FAULTS” condition and subject to all laws and ordinances with all faults of said Property and the assumption of all risks relating to undisclosed defects. Each bidder further acknowledges and agrees that such bidder in no way relies on representation made by Sellers or Auctioneer.

13. In the event that the highest bidder fails to comply with any of the terms and conditions of sale, said bidder’s deposit will be retained by the Seller, unless the Auctioneer, in its sole discretion, reopens the bidding, and the new highest bidder immediately executes a Purchase and Sale Agreement. Upon close of bidding and compliance with the terms of sale, the Auctioneer shall declare that the terms of the sale have been complied with and that the public sale is closed. If the Buyer fails to perform at closing, the Sellers will retain the Buyer’s deposit. A bidder or buyer whose deposit is retained under this paragraph shall be responsible for any and all consequential damages and additional costs, deficiencies, expenses and losses suffered as a result of his failure to perform, including without limitation, any attorney’s fees.

14. Any and all representations, statements and agreements heretofore made between the parties hereto are merged in this Agreement, which alone fully and completely expresses their obligations and 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. The Buyer fully acknowledges that he or she has examined the real estate to be sold and is purchasing at public Auction and accepts the property as is as shown.

15. The Sellers and Buyers agree that the Auctioneer is exclusively responsible for conducting and orchestrating this real estate auction in that no commission is due to any other broker or agent except as follows:

16. Buyer acknowledges that in the event he or she is represented by a Broker, up to a **3% co-broke fee** is entitled to that Broker, according to the terms on the Broker Participation Form and the Broker should have pre-registered a Buyer forty-eight (48) hours prior to the auction.

17. **Lead Paint Law**- - The Buyer acknowledges that whenever a child or children under six (6) years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six (6) years of age. Buyer further acknowledges that he has been notified of said lead paint law by Seller and Auctioneer.

Buyer _____ Date _____ SS#:

Buyer _____ Date _____ SS#:

The Seller accepts the offer and agrees to deliver the above described property at the price and upon the terms and conditions set forth.

Seller _____ Date _____ SS#:

Seller _____ Date _____ SS#:

Auctioneer _____ Date _____

BUYER BENEFITS

-Engineered and approved 24 ft. wide commercial driveway entrance with curb cut designs already in place

-Located directly across from the world class
N.H. Motor Speedway

-Prime Commercial pad site up with plenty of parking

-Ideal location for Hotel and many other uses

Legal Reference: Map 61 Lot 000002

--Don't miss this opportunity to bid on this
spectacular property!

-To be sold to the highest bidder-

-Suggested opening bid \$275, 000.00

All information contained was derived from reliable sources believed correct, but is not guaranteed.

Buyers shall rely entirely on their own judgment and inspection.

*Announcements from the Auction Block take precedence over any
previously printed material or any other oral statements made.*

John McInnis Auctioneers is acting exclusively on behalf of Mortgagee/Seller in this transaction.

Tax Collector Office Hours

2014 LOUDON PROPERTY TAX -- BILL 1 OF 2

TOWN OF LOUDON

GREENPEACE NOMINEE TRUST,

Tuesday 3PM-9PM; Wednesday and Thursday 9AM-4PM

(603) 798-4543

Tax Collector: Helen L. McNeil

Map	Lot	Sub	Pg-Line
000061	000002	000000	0132-07

Parcel Location	Acres
NH ROUTE 106 NORTH	13.550

Tax Rates		Assessments		Invoice	Summary Of Taxes
County:	\$ 1.39	Taxable Land:	241,100	2014P01013207	First Bill: \$ 2,495.00
School:	\$ 5.64	Buildings:	0	Billing Date	
Town:	\$ 2.15	Total:	241,100	05/20/2014	- Abated/Paid: \$ 0.00
State Education:	\$ 1.17			Payment Due Date	- Vet. Credits: \$ 0.00
				07/01/2014	+ Penalties: \$ 0.00
				Interest Rate	Amount Due: \$ 2,495.00
				12% APR After 07/01/2014	

Total Tax Rate:	\$ 10.35 ⁺	Net Value:	241,100
-----------------	-----------------------	------------	---------

Keep this copy for your records. + 1st Bill Rate=1/2 Last Year's Final Rate

BUYER'S PREMIUM EXPLANATION

There will be a Buyer's Premium of 10% added to the high bid. The total of the high bid plus the 10% Buyer's Premium shall constitute the Contract Sales Price.

Example:

Bid Price: \$100,000.00

Add 10% Buyer's Premium: \$ 10,000.00

Contract Sales Price: \$110,000.00

The Contract Sales Price represents the total due from the buyer and will be the amount entered on the Purchase and Sale Agreement.



BUYER'S BROKER REGISTRATON FORM

Broker/Salesperson: _____
Agency: _____
Address: _____
Telephone Number: _____

Dear John McInnis Auctioneers,

As a licensed real estate broker/salesperson I, _____
License Number _____ (attach copy of Real Estate License),

Wish to register my client:

Name: _____
Address: _____
Telephone Number: _____

For the upcoming auction of the following property: **Route 106 Loudon, NH**
with an opening bid amount of \$ _____.

I will attend a scheduled preview, if any and the auction along with my client who will register to bid on the day of auction. It is my understanding that a fee will be paid to the above listed Real Estate Agency should my client be the successful bidder, pays for and closes on the property and I have registered them at least **forty-eight (48) hours** prior to the day of auction. No oral registrations will be accepted. (Please note that principals are excluded from this program.)

I am representing my client, the Buyer, and not the Seller. Further, I shall hold harmless and indemnify John McInnis Auctioneers, and the Seller from any and all claims, costs, or expenses, including reasonable attorney's fees, which may arise out of any actions or inaction's or representations made by me in connection with the sale of this property. I agree that only the first registration of prospective client will be accepted and honored.

A prospective bidder that has previously been in contact with John McInnis Auctioneers or the Seller concerning the subject property will not be eligible as a client for any broker or salesperson.

A **THREE PERCENT (3%) commission** of the hammer price will be paid to a Licensed Broker who has procured a Buyer through his or her own efforts.

THERE WILL BE NO EXCEPTIONS TO THESE BROKER REQUIREMENTS.

In addition to my signature below, please find the signature of my client, indicating that they have seen and agreed to the above.

Witness

Broker/Salesperson Date

Witness

Broker/Salesperson Date

REAL ESTATE ABSENTEE BID FORM

I, _____ (Name)

Of, _____ (Address),

Wish to submit the following as my high bid on the following Real Estate:

Situated in the City/Town of: **LOUDON, NH**

Street Address: **RT. 106**

County Of: **ROCKINGHAM** State of: **NEW HAMPSHIRE**

Amount of Bid: \$ _____

I understand that John McInnis Auctioneers will be auctioning this property on: **SATURDAY, SEPTEMBER 20, 2014**. If this bid is the highest bid for the subject property, I agree to execute a purchase and sale agreement in the amount for the subject property within forty-eight (48) hours after the sale. I recognize that John McInnis Auctioneers has been retained to conduct the above auction on behalf of the seller and that its acceptance and placement of my absentee bid is purely an accommodation on the part of John McInnis Auctioneers and I, my successors and assigns agree and convenient that no liability on the part of John McInnis Auctioneers is incurred by reason of its acceptance and placement of this bid and further, I hereby release and waive any claims against John McInnis Auctioneers of whatever nature arising out of or because of this bid. In the event that I or my personal representation should fail, refuse or neglect to execute an deliver a valid and binding purchase and sale agreement for the within property, if this absentee bid is the highest bid therefore, then my deposit in the amount of \$ _____ which accompanies this bid shall be forfeited and I or my personal representatives may be liable for additional damages, costs and expenses incurred by the seller including attorneys fees. Furthermore, I have seen and fully understand the purchase and sales agreement for this property. If the auction is one with more than one property/lot/unit and my first choice above is not successful, I agree to place the same bid on the following: _____

DATE: _____, 2014

Witness

Signature*

Auctioneer

Print Name



Owner's Real Estate
AUCTION
112± Acres Tract
Suggested Bidding Bid \$275,000
John Melton
606-322-1457