

JOHN MCINNIS
AUCTIONEERS

Absolute Executor's Real Estate Auction

-Estate of Mavis K. Phillips-

~Property Information Packet~

LOG HOME ON 36.5 +/- ACRES

Saturday, September 27th
11:00 am

~ *1014 Pine River Pond Road* ~
Wakefield, New Hampshire

PREVIEWS:

1-3 pm

Saturday, September 20th

Sunday, September 21st

Auction Day: 1 hr prior to sale

mcinnisauctions.com

76 Main Street ~ Amesbury, Massachusetts 01913

1-800-822-1417

NH Lic# 2182

TABLE OF CONTENTS

1014 Pine River Pond Road ~ Wakefield, New Hampshire

DISCLAIMER

TRANSMITTAL LETTER

ADVERTISING PAGE

BUYER'S PREMIUM EXPLANATION

TERMS AND CONDITIONS

PURCHASE & SALE AGREEMENT

PROPERTY DESCRIPTION

BROKER PARTICIPATION INFORMATION

FINANCING INFORMATION

REAL ESTATE ABSENTEE BID FORM

PHOTO GALLERY

CERTIFICATE OF DEATH

PARCEL SUMMARY CARD

TAX BILL

WARRANTY DEED

SEPTIC PLAN-STATE APPROVAL

SELLER'S DISCLOSURE

LEAD PAINT CERTIFICATION

76 MAIN STREET
AMESBURY, MASSACHUSETTS 01913

JOHN McINNIS
AUCTIONEERS

www.mcinnisauctions.com

1-800-822-1417

**IMPORTANT INFORMATION FOR
PROSPECTIVE BIDDERS**

AUCTIONEER'S DISCLAIMER

THE INFORMATION SET FORTH IN THIS PACKET IS BELIEVED TO BE CORRECT AND IS BEING MADE AVAILABLE FOR INFORMATION PURPOSES ONLY. THE OWNER 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, WITH ALL FAULTS".

***Absolute Auction above minimum
opening bid of \$185,000.00***

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.

800-822-1417

JOHN McINNIS
AUCTIONEERS

Dear Prospective Bidder,

*Thank you for your inquiry on our upcoming Executor's Real Estate Auction to settle an estate. The auction will be held on **Saturday, September 27th at 11 am.** John McInnis Auctioneers is proud to offer this rustic log home on 36.5+/- acres, which offers fishing, boating, swimming, skiing, hunting, and skimobiling right from your front door!*

Wakefield New Hampshire is located 1 hour from the heart of North Conway, White Mountains region, Lake Winnepesaukee and 45 minutes from Kennebunkport!

The grandchildren of the Estate of Mavis K. Phillips have chosen auction, the accelerated method of marketing to sell this home because of their faith in the quick and simple process of selling real estate at auction. Their 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!

*As you know the property is being sold "as is, where is, with all faults", be sure to attend one of the scheduled "open house" previews, as it will allow you to view the property and answer any questions you may have. Open Houses for this auction have been scheduled for **Saturday, September 20th and Sunday September 21st from 1-3 pm.***

The property is being sold absolute above a minimum opening bid of \$185,000.00. Remember, this is not a foreclosure sale. When you purchase this home you receive clear marketable title.

*Please remember to have the **\$15,000.00 certified deposit check** 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. The sale is not contingent upon your ability to acquire mortgage financing. We encourage you to pre-qualify yourself with a lender before the auction. This will help you to bid with confidence. Enclosed is a Sample Purchase and Sale Agreement for you and your attorney to review. There can be no changes made to the Agreement.*

This information packet 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 P. McInnis

Real Estate Auction

***RUSTIC LOG HOME ON 36.5 +/- ACRES
1014 PINE RIVER POND RD – WAKEFIELD, NH***

AUCTION DATE:

SATURDAY, SEPTEMBER 27TH

To Be Held On Site

AT 11:00 AM

OPEN HOUSES: 1-3 PM

Saturday Sept 20th and Sunday Sept 21st

Terms of Sale: *A deposit of Fifteen thousand dollars (\$15,000.00) must be presented in cash, certified or bank check. Balance ON OR BEFORE 45 DAYS.*

- A.** Make the certified 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, where 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.** Auction is Absolute above minimum opening bid of \$185,000.00
- E.** A Buyer’s Premium of **TEN PERCENT (10%)** will be added to the high bid. Their sum will constitute the Total Purchase Price. See Buyer’s Premium explanation elsewhere in this Bidder Information Packet.
- F.** 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!

BUYER'S PREMIUM EXPLANATION

There will be a Buyer's Premium of **TEN PERCENT** (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.

1-800-822-1417

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 Mavis K. Phillips Trust, herein, "Sellers".
3. This sale is of certain real property; a single family home located at:

1014 Pine River Pond Road • Wakefield, New Hampshire

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 a deed recorded in the Carroll County Registry of Deeds, Book 2675 Page 0677.
5. The sale may be adjourned from time to time as the Auctioneer may determine.
6. **TERMS OF SALE:** An initial deposit of **Fifteen Thousand Dollars (\$15,000.00)** 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 **absolute above the minimum opening bid of \$185,000.00**. The highest bidder will be the Buyer of the property, once the **Trustee** 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.
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 easements/right-of-way which exist on the face of the earth.

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.

THE BUYER WILL ASSUME RISK OF ANY DEFECTS, AND EACH BIDDER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE AMOUNT BID REFLECTS THE "AS IS, WHERE IS" CONDITION OF UNDISCLOSED DEFECTS. EACH BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT SUCH BIDDER IN NO WAY RELIES UPON REPRESENTATION MADE BY SELLERS OR HIS AGENTS.

- 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):

Estate of Mavis K. Phillips Trust
Tara and Jason Phillips

Address: 1014 Pine River Pond Rd
Wakefield, NH

Tel. No:

BUYER(S):

Address: _____

Tel.No. _____

2. PROPERTY: 36.5 +/- acres

DEED REFERENCE: Book 2675 Page 0677

3. BID PRICE (HAMMER PRICE)

\$ _____

10% BUYER'S 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.

\$ _____

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 12, 2008**, at a time and place to be agreed upon. If no time and place is agreed upon, title shall be transferred at the **Carroll County Registry** of Deeds on or before **November 12, 2008**.

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 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.

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.

| | | |
|-------|---------------|------|
| | Sept 27, 2008 | |
| Buyer | Date | SS#: |
| | Sept 27, 2008 | |
| 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.

| | | |
|------------|---------------|------|
| | Sept 27, 2008 | |
| Seller | Date | SS#: |
| | Sept 27, 2008 | |
| Seller | Date | SS#: |
| | Sept 27, 2008 | |
| Auctioneer | Date | |

PROPERTY DESCRIPTION

TOWN: Wakefield, New Hampshire
LOCATION: 1014 Pine River Pond Road
STYLE: Log Style Home
LAND: 36.5 +/- acres
LIVING SPACE SQ FT: 1,120 +/- square feet
TOTAL ROOMS: 5 Rooms
BATHROOMS: 1 Baths
BEDROOMS: 2
ROOF SURFACE: Asphalt Shingles
SIDING: Log
FLOORS: Pine
HEATING: Gas
LEVELS: Two
WATER: Private
SEWER: Private
ZONING: Residential
SECURITY: None
MUNICIPAL DATA: Town of Wakefield, New Hampshire
Title Reference: Book 2675, Page 676
Date Recorded: 11/19/2007
Assessed Value: \$227,788.00

PARTICIPATION INFORMATION
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: _____,
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.

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 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

FINANCING AVAILABLE

TO

QUALIFIED BUYERS

THROUGH



Please Contact:

Kimberley A. Foulkes

Vice President, Residential Lending Officer

63 State Street – Newburyport, MA 01950

Office: 978.225.8726

Fax: 978.225.8744

Email: kfoulkes@newburyportbank.com

We provided the name of the above mentioned lender and their contact for your convenience. We make no representation as to the availability of financing or to individual's ability to qualify for financing. Additionally, we recommend to interested parties, that the successful buyer(s) must close on the property according to the terms of sale and the closing **is not** contingent upon financing.

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: **Wakefield**

Street Address: **1014 Pine River Pond Road**

County: **Carroll**

State of: **New Hampshire**

Amount of Bid: \$

I understand that John McInnis Auctioneers will be auctioning this property on: **September 27th, 2008**. 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 consent 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 and 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: _____, 2008

Witness

Signature

Print Name



36.5 +/- acres of wooded trails

Rustic Log Home with Two Car Garage



Absolute Executor's Real Estate Auction

Saturday Sept. 27th @ 11 am

Open Houses: Sat & Sun - Sep 20th & 22nd 1-3 pm



1.5 miles to Pine River Pond 4 Season Fun!



Wood stove Gas Heat 7 1/2" logs from Jefferson, NH 9 1/2" of roof insulation 387 ft of road frontage Mountain views



Beautiful wooded lot, ideal for snowmobiler's, all terrain vehicles, hunting, fishing, swimming, and skiing! Pine floors, sliders to deck, paved road and driveway - Conveniently located to Routes 153 & 16 Absolute Auction above opening bid of \$185,000- 10% Buyer's Premium



mcinnisauctions.com

800-822-1417



State of New Hampshire

CERTIFICATE OF DEATH

FILE # 2007009444

SEX FEMALE

FULL NAME OF DECEASED **MAVIS K PHILLIPS**
 DATE OF DEATH **DECEMBER 9, 2007**
 DATE OF BIRTH **FEBRUARY 5, 1922**
 MOTHER'S NAME **RUTH THOMPSON**
 FATHER'S NAME **WILBUR A MACQUARRIE**
 PLACE OF DEATH **EXETER, NEW HAMPSHIRE**
 MARITAL STATUS **WIDOWED**
 SPOUSE **FRANK PHILLIPS**
 SOCIAL SECURITY NUMBER **023-16-0755**
 RESIDENCE **NEWBURYPORT, MASSACHUSETTS**
 PLACE OF DISPOSITION **PINE GROVE, LYNN, MASSACHUSETTS**

AGE **85** YRS
 BIRTHPLACE **LYNN, MASSACHUSETTS**

DATE OF DISPOSITION **DECEMBER 15, 2007**

FILE DATE **DECEMBER 11, 2007**

MANNER OF DEATH **NATURAL**
 CAUSE OF DEATH
 a **ARTERIOSCLEROTIC VASCULAR DISEASE**

YEARS

b **CARDIAC ARREST**

SECONDS

c

d

OTHER SIGNIFICANT CONDITIONS
RENAL FAILURE

DESCRIBE HOW INJURY OCCURRED

DATE/TIME OF INJURY

PLACE OF INJURY

LOCATION OF INJURY

NAME AND ADDRESS OF CERTIFIER

PHILIP J VOSS MD, EXETER HOSP, EXETER, NEW HAMPSHIRE 03833

MARGINAL NOTES

1243230

I HEREBY CERTIFY THAT THIS IS A TRUE ABSTRACT ISSUED FROM THE OFFICIAL RECORDS ON FILE AT THIS OFFICE.

ATTEST: *Jusan Buchanan* STATE/LOCAL REGISTRAR

William F. Bolton, Jr.
 William F. Bolton, Jr.
 State Registrar

DATE ISSUED: **December 13, 2007** STATE CITY/TOWN OF: **NORTH HAMPTON**

This copy not valid unless prepared on engraved border displaying seal and signature of Registrar. It shall be unlawful for anyone to reproduce this certificate other than local or State Registrar.

VS-SP1

OWNER INFORMATION

PHILLIPS TRUST, MAVIS K

MAVIS K PHILLIPS TRUSTEE
17 HORTON STREET
NEWBURYPOR MA 01950

SALES HISTORY

| Date | Book | Page | Type | Price | Grantor |
|------------|------|------|------|-------|------------------------|
| 11/19/2007 | 2675 | 676 | U138 | | MAVIS K PHILLIPS |
| 07/01/2002 | 2038 | 246 | U138 | | MAVIS K PHILLIPS (1/3) |
| 01/11/1999 | 1787 | 378 | U138 | | FRANK & MAVIS |
| 07/15/1992 | 1492 | 929 | Q1 | | 128,600 D KNOX |

NOTES

LOG, CC=15X28, ALL WOOD INT, 3-97 NEW ADDN. 100% COMP. 12/02 NOH RW(OLDDPD:000078 000008 00000A)

PERMITS

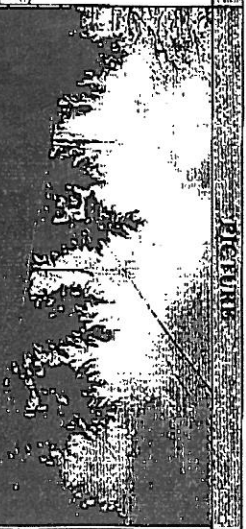
| Date | Project ID | Permit Type | Notes |
|------|------------|-------------|-------|
| | | | |

ENTER FEATURES/VALUATION

| Feature Type | Units | Length | Width | Size Adj | Rate | Cond | Market Value | Notes |
|---------------|-------|---------|-------|----------|-------|------|--------------|-------|
| SHED-WOOD | 180 | 18 x 10 | | 149 | 7.25 | 60 | 1,167 | |
| GARAGE /ATTIC | 832 | 26 x 32 | | 79 | 38.00 | 60 | 14,986 | |
| | | | | | | | 16,200 | |

LAND VALUATION

| Land Type | Units | Base Rate | NC Adj | Cond | Ad Valorem | SPI | R | Tax Value | Notes |
|-------------|-----------|-----------|--------|------|------------|-----|---|-----------|-------|
| IF RES | 1,000 ac | 38,000 | F | 110 | 100 | | N | 41,800 | |
| UNMNGD PINE | 35,500 ac | x 2,500 | X | 85 | 40 | | N | 5,788 | FAIR |
| | | 36,500 ac | | | | | | 72,000 | |
| | | | | | | | | 47,588 | |



WAKEFIELD ASSESSING OFFICE

TAX ABATEMENTS

District Percentage

EXISTING HISTORY

| | |
|----------|-----|
| 12/16/02 | RBW |
| 12/01/88 | RW |

SUMMARY OF VALUES

Base Year: 2005

Building Value: \$ 164,000
 Features Value: \$ 16,200
 Taxable Land Value: \$ 47,588

CARDINAL

\$ 227,788

PARCEL TOTAL

\$ 227,788

Zone: AGRAGRICULTURAL

Zone Minimum Average: 5.00

Town of Wakefield
 Tax Collector's Office
 PO BOX 623
 Sanbornville, NH 03872
 Office Hours M, T, Th, F 9am-2pm, Wed 9am - 12 noon
 (603)522-6205 x 305

2008

PROPERTY TAX BILL

Customer Copy
 Keep this portion for your records
 See Information to Taxpayer on Reverse

| | | | | | | |
|-------------------------|---------------|---------------------------|---------------------|------------|----------|---------------|
| Customer | | Location | | Acres | | |
| PHILLIPS TRUST, MAVIS K | | 1014 PINE RIVER POND ROAD | | 36.500 | | |
| Date | Bill Number | Parcel | Bill Due Date | Tax Year | Int Rate | Interest Date |
| 2/1/08 | 2008P01058802 | 000042013000000000 | 07/01/08 | 2008 | 12.00% | 7/2/2008 |
| Tax Rate | Town Tax | Local School Tax | State Education Tax | County Tax | | |
| 4.70 | 1.07 | 2.11 | 1.12 | .40 | | |

| | | | |
|------------|-----------|------------------|---------|
| Valuations | 72000.00 | OVERDUE | 0.00 |
| VG | 172800.00 | GROSS TAX | 1036.00 |
| | | FIRST PAYMENT | 0.00 |
| | | VETERAN'S CREDIT | 0.00 |
| | | ABATE PRE-PAY | 0.00 |
| Exemptions | | SUB-TOTAL | 1036.00 |
| F USE | 24412.00 | PENALTY | 0.00 |
| | | TOTAL DUE | 1036.00 |
| Valuation | 220388.00 | | |

Bill 1 of 2
 1/2 rate = 1/2 of last
 final rate.

*Par 5 1st 1st
 check # 1008*

100023

REGISTER OF DEEDS

DEPARTMENT OF REVENUE ADMINISTRATION

REAL ESTATE TRANSFER TAX

**** THOUSAND # HUNDRED AND 40 DOLLARS
MO. DAY YR. 11/19/2007
\$ *****40.00

WARRANTY DEED

Know all persons by these presents, that I, MAVIS K. PHILLIPS, of 17 Horton Street, Newburyport, Essex County, Massachusetts, for consideration paid of one dollar (\$1.00).

grant to MAVIS K. PHILLIPS, TRUSTEE of the MAVIS K. PHILLIPS TRUST, w/d/t dated October 29, 2007, with a mailing address 17 Horton Street, Newburyport, Massachusetts 01950.

with WARRANTY COVENANTS

A certain tract or parcel of land with the buildings and other improvements thereon, situated in the Town of Wakefield, County of Carroll and State of New Hampshire, the same being Lot 2 as depicted on a plan entitled "Subdivision of Land of Ruth B. Thomas and Robert W. Boyd, Wakefield, New Hampshire", dated December 13, 1983 by White Mountain Survey Company, recorded at Plan Book 66, Page 47 of the Carroll County Registry of Deeds, bounded and described in accordance with said plan as follows:

Commencing at White Mountain Survey Company aluminum disc, situated on the Southerly side of Pine River Road, so-called said disc marking the common boundary of Lots 2 and 3 and thence running South 30° West along Lot 3, a distance of 2,823 feet to 24 inch (diameter) pine tree; thence turning and running the following courses and distance along land now or formerly of W.M. Lord Company, Inc. as marked by a wire fence; South 56° West, 120 feet to a point; South 52 1/2° West, 375 feet to an iron rod; South 53° West, 57 feet to a point; South 59° West, 112 feet to a point; South 53 1/2° West, 230 feet to a White Mountain Survey Company aluminum disc; Thence turning and running North 6 3/4° East along land now or formerly of W. M. Lord Company, Inc. a distance of 1.109 feet to a White Mountain Survey Company aluminum disc marking the common boundary of Lots 2 and 1; thence turning and running the following courses and distances along Lot 1; North 53 1/2° East, 1,146 feet to White Mountain Survey Company aluminum disc; North 28-1/2° East, 1,510 feet to a White Mountain Survey Company aluminum disc situated on the Southerly side of Pine River Pond Road; thence turning and running the following courses and distances along the southerly side of Pine River Pond Road: South 65° East, 70 feet to a point; South 70° East, 317 feet to the aluminum disc, which is the point and place of beginning.

Property Address: 1014 Pine River Road, North Wakefield, NH

BR2675PG0676

Meaning and intending to describe and convey the same premises conveyed by Frank Phillips and Mavis K. Phillips, husband and wife to Drucilla Ruth Brown, Mavis Phillips and Douglas Neil Phillips by deed dated January 5, 1999 recorded in the Carroll County Registry in Book 1787, Page 378.

Meaning and intending to describe and convey the same premises conveyed by Mavis K. Phillips to Douglas Neil Phillips by deed dated June 17, 2002, and recorded in Carroll County Registry in Book 2038, Page 246.

Douglas Neil Phillips died August 16, 2002. See death certificate recorded herewith. Drucilla R. Brown, a/k/a Drucilla Ruth Brown, died March 22, 2007. See death certificate recorded herewith. Reference is also made to the Estate of Drucilla R. Brown, Carroll County Probate Court Docket No. 2007-0275.

This conveyance is a non contractual transfer and is therefore exempt from transfer tax pursuant to RSA 78-B: 2, IX.

Witness my hand and seal this 29th day of October 2007.

Mavis K Phillips
MAVIS K. PHILLIPS

COMMONWEALTH OF MASSACHUSETTS

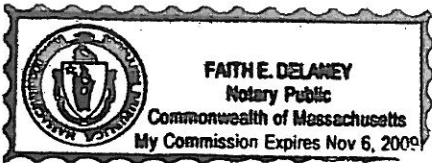
Essex, ss.

On this 29th day of October 2007, personally appeared before me MAVIS K. PHILLIPS, proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or personally known to me, to be the person whose name is signed above, and acknowledged the foregoing instrument to be signed by her as her free act and deed, voluntarily for its stated purpose.

BK 2675PG0677

Faith E. Delaney

Faith E. Delaney, Notary Public:
My commission expires: November 6, 2009
Qualified in the Commonwealth of Massachusetts



SELLER'S DISCLOSURE

Property: 1014 Pine River Pond – Wakefield, NH

John McInnis Auctioneers has gathered as much information as possible from the Owner. As agents for the owner's, we have made every effort to provide information gathered to potential buyers.

WATER SUPPLY:

Town/City: Private

Type of System: _____

Malfunctions: _____

Date of Installation: _____

Date of Most Recent

Water Test: _____

Not Known ✓

Not Known ✓

Not Known ✓

INSULATION DISCLOSURE:

Attic: _____

Exterior Walls: _____

Not Known ✓

Not Known ✓

SEPTIC SYSTEM DISCLOSURE:

Size: _____ N/A _____

Location: _____ N/A _____

Malfunctions: _____

Not Known ✓

Not Known ✓

Not Known ✓

TOWN SEWERAGE:

Town/City: Private

KNOWN HAZARDOUS MATERIALS DISCLOSURE:

A) Asbestos _____

B) Lead Based Paint _____

C) Radon _____

D) Underground Tanks _____

Not Known ✓

Not Known ✓

Not Known ✓

Not Known ✓

Tosan D. Phillip
Seller's Signature

9/27/08
Date

Yana Phillip
Seller's Signature

9/27/08
Date

Buyer's Signature

Date

Buyer's Signature

Date

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND LEAD-BASED PAINT HAZARDS**

Lead Warning Statement

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

Seller's Disclosure(initial)

___ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and or lead-based paint hazards are present in the housing(explain). _____

Seller has no knowledge of lead-based paint or lead-based paint hazards in the housing.

___ (b) Records and reports available to the seller (check one below):

Seller has provided the purchaser will all available records and reports pertaining too lead- based paint and or lead-based paint hazards in the housing (list documents below). _____

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

Purchaser's Acknowledgement (initial)

___ (c) Purchaser has received copies of all information listed above.

___ (d) Purchaser has received the pamphlet *Protect your Family from Lead in your Home.*