

REAL ESTATE AUCTION

OF THE PROPERTY LOCATED AT

6 JACOBS WELL RD, EPPING, NH SATURDAY DECEMBER 3RD @ 12:00 PM PREVIEW DATE:

SATURDAY NOVEMBER 26TH FROM 12:00 PM – 1:00 PM

1 PARCEL IMPROVED BY A 3 BEDROOM 2.5 BATH SINGLE FAMILY HOME W/ 2 CAR GARAGE AND 40' X 60' DETACHED GARAGE TO BE SOLD AT AUCTION

SPELLMAN AND MALLOCH REAL ESTATE AUCTIONEERS 1892 COUNTY ST. DIGHTON, MA 02715 Tel: 508-631-5533

Email: cj@spellmanandmalloch.com

AUCTIONEER: LAWRENCE SPELLMAN LIC NO. AUC #MA3230

BIDDER PROPERTY INFORMATION PACKET

Dear Prospective Bidder:

We are happy to provide you with this detailed Bidder's packet for the Real Estate Auction at 6 Jacobs Well Rd, Epping NH.

This auction will be held on December 3rd at 12:00 PM at the property site located at 6 Jacobs Well Rd, Epping NH, 03042. Parties interested in bidding may register any time prior to the sale or on the day of the auction starting at 10:00 AM

Preview of the property will be held on Saturday November 26th from 12:00 PM to 1:00 PM

The required non-refundable deposit money for this auction on the real estate property will be \$25,000 U.S. funds in the form of cash, bank wire (must be received prior to auction) or certified bank check made payable to "Spellman and Malloch Real Estate Auctioneers" or to yourself to be endorsed to Spellman and Malloch and deposited with the Auctioneer as a qualification to bid. The deposit of the successful bidder will be accelerated to equal (10%) of the purchase price including the 10% buyer's premium within ten (10) business days of the auction, and such amount must be in U.S. funds in the form of cash, bank wire, or certified bank check made payable to "Spellman and Malloch Real Estate Auctioneers." The successful bidder(s) must sign a purchase and sale contract, calling for a closing within forty-five (45) days of the public sale, but no later than January 16th, 2023, at which time the balance will be due in U.S. funds. All property will be sold "as-is, where-is", "with all defects" and no warranty or representation. The information we are supplying is for informational purposes only.

Please contact our team with any questions with regard to this property or the auction process. We are here to make the auction process as easy as possible. We look forward to working with you.

For further information please visit <u>www.spellmanandmalloch.com</u> or contact either Carl Malloch at 508-631-5533 or Larry Spellman at 603-539-1692.

Sincerely,

Spellman and Malloch Real Estate Auctioneers

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DISCLAIMER:

All material and information contained and provided within this packet is made available for informational purposes only and was derived from sources believed to be reliable and true. Information contained on the website, this information packet, or auction flyers/signage does not constitute a representation, warranty or guarantee of any kind by the Auctioneer and/or Seller and/or their Attorneys, Agents or Employees of the exactness, accuracy or completeness of any information herein, nor do they have any obligation to update this information. The Auctioneer and/or Seller and/or their Attorneys, Agents or Employees expressly disclaim any responsibility or accountability thereof. The Auctioneer and/or Seller and/or their Attorneys, Agents or Employees shall have no liability whatsoever for any loss, cost or damage arising there from.

Any terms relating to the sale are subject to changes prior to, or on the day of the auction. Announcements made on the auction block shall take precedence and supersede any previously printed material or any other oral statements made by any of the previously mentioned parties herein. Prior to the auction, prospective bidders should make such investigation as they deem appropriate and shall rely entirely on their own information, judgement and inspection of the property. Prospective bidders are encouraged to evaluate and perform their own due diligence. Potential purchasers are encouraged to seek information from professionals regarding any specific issue or concern.

No representations or warranties of any kind are made with respect to the property to be sold. All property will be sold on an "as-is, where is" and "with all defects."

The Auctioneer is acting solely as an agent for the seller in marketing and negotiating the sale of the property, and as such has a fiduciary duty to disclose information to the seller, which is material to the sale, which is acquired from the buyer or any other source. The purchaser(s) agrees that the seller and auctioneer have made no warranties of any kind regarding the value, condition, habitability, merchantability or fitness of the property for any purpose.

The Seller and Auctioneer have the right to postpone or cancel in whole or in part, in their sole discretion, and to modify and/or add any terms and conditions of the sale, or announce such modifications or additional terms and conditions either prior to or at the auction. The Seller and the Auctioneer reserve the right to refuse admittance to, or expel anyone from the auction premises for interference with auction activities, nuisance canvasing, soliciting or for any other reason.

PROPERTY INFORMATION

Description: One Parcel improved by Single Family Home and Detached Garage at Public Auction to be sold together. Approx. 30 minutes from Manchester, NH and 1 hour from Boston, MA.

Parcel 1: Assessor's Map 024 / Lot 011 (Epping, NH) – a 10.95 acre (+/-) lot of land improved by 2 buildings:

- 1. 2186 sqft Residential Home. Including 3 bedrooms, 2.5 baths, and a finished room above the 2 car garage built in 1998.
- 2. 40' x 60' detached garage with 16' ceilings. (2) 14' X 14' garage doors 200 Amp service, spray foam insulation, metal roof, and unfinished room above. This property abuts the Lamprey River.

See website for more pictures:

https://www.spellmanandmalloch.com

6 JACOBS WELL ROAD









Book: 5934 Page: 456

Return to:

Russell Greer

6 Troobs well Rd.

Epping, NH 03 042

18030249 07/31/2018 11:24:36 AM Book 5934 Page 456 Page 1 of 2 Register of Deeds, Rockingham County

LCHIP ROA41810 TRANSFER TAX ROO81287

25.00 6,195.00 14.00

RECORDING SURCHARGE 14.00 2.00

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that I, Brandon Whitcher, of 2 Lonchester Way, Town of Londonderry, County of Rockingham and State of New Hampshire, for consideration paid, grant to Russell D. Greer, unmarried, of 14 Elaine Street, Town of Hampton, County of Rockingham and State of New Hampshire, with Warranty Covenants, the following described premises:

A certain tract of land located on Route 87, in the town of Epping, Rockingham County, New Hampshire, and more particularly described on a plan entitled "Plan of Land of Arthur T. Mailhot, Route 87 & Jacobs Well Road, Epping, N.H." By Ernest J. Cote, Registered Land Surveyor, Dated June 15, 1983 and recorded in the Rockingham County Registry of Deeds as Plan #D-11620. Being more particularly bounded and described as follows:

Beginning at a point on Route 87 in the Northwest corner of said Lot; thence running along said Route 87, South 77° 44' East a distance of 122.0 feet to a point; thence turning and running North 44° 28' East a distance of 310.00 feet to a point; thence turning and running South 45° 32' East a distance of 283.74 feet to a point; thence turning and running South 44° 28' West a distance of 273.62 feet to a point on Jacobs Well Road; thence turning and turning South 67° 03' East a distance of 130.00 feet to a point; thence turning and turning South 85° 44' East a distance of 132.4 feet to a point; thence turning and running North 06° 09' East a distance of 54.00 feet to a point; thence turning and running North 76° 43' East a distance of 55.00 feet to a point; thence turning and turning North 38° 31' East a distance of 40.00 feet to a point; thence turning and running North 14° 13' East a distance of 100.00 feet to a point; thence turning and running North 22° 23' East a distance of 90.00 feet to a point; thence turning and running South 77° 52' East a distance of 112.40 feet to a point; thence turning and running North 0° 18' West a distance of 100.00 feet to a point; thence turning and running North 19° 20' East a distance of 99.1 feet to a point; thence turning and running North 0° 52' East a distance of 245.8 feet; thence turning and running North 36° 04' east a distance of 258.7 feet to a point; thence turning and running North 73° 36' East a distance of 247.6 feet to a point at the top of the bank to the Lamprey River; thence turning and running along the Lamprey River a Distance of approximately 500 feet, more or less, to the point at the end of the fence, thence turning and running along said fence South 38° 21' West a distance of 214.1 feet to a point; thence continuing along said fence South 44° 00' West a distance of 327.4 feet to a point; thence continuing along a stone wall South 39° 20'

Book: 5934 Page: 457

West a distance of 158.2 feet to a point; thence turning and running South 44° 28' West a distance of 448.1 feet along a fence to the point of beginning.

Containing 10.95 acres more or less.

Being the same premises conveyed to the grantor by Deed of TD Bank, N.A, dated January 18, 2018 and recorded in the Rockingham County Registry of Deeds in Book 5887, Page 2355.

This is not a homestead property of the Grantor.

Dated this 27 day of June, 2018.

Brandon Whitcher

THE STATE OF NEW HAMPSHIRE COUNTY OF ROCKINGHAM

On this 21 day of 31 day o

Notary Public/ Justice of the Peace My Commission Expires:

> KELLY A. RATTE, Justice of the Peace State of New Hampshire

My Commission Expires November 16, 2021

6 JACOBS WELL ROAD

Location 6 JACOBS WELL ROAD

Mblu 024/011///

Acct# 001136

Owner GREER, D.RUSSELL

Assessment \$500,500

Appraisal \$500,500

PID 1271

Building Count

Current Value

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\$500,500	\$149,700	\$350,800	2021
Total	Land	Improvements	Valuation Year
		Assessment	
\$500,500	\$149,700	\$350,800	2021
Total	Land	Improvements	Valuation Year
		Appraisal	

Owner of Record

Owner GREER, D.RUSSELL

Co-Owner

Address

6 JACOBS WELL ROAD EPPING, NH 03042

Certificate

Sale Price

\$413,000

Book & Page 5934/0456

instrument Sale Date 07/27/2018

UNKQ

Ownership History

	Ownersi	Ownership History			
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
GREER, D.RUSSELL	\$413,000		5934/0456	UNKQ	07/27/2018
WHITCHER, BRANDON	\$194,000		5887/2355	37	01/18/2018
TD BANK	\$217,000		5728/2374		05/03/2016
LOCASCIO, ROBERT & MARY ANNE	\$0		3324/1102		09/10/1998
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Building Information

Building 1 : Section 1

Year Built: 1998 2,186

Living Area: Replacement Cost: \$317,296

Building Percent Good: 90

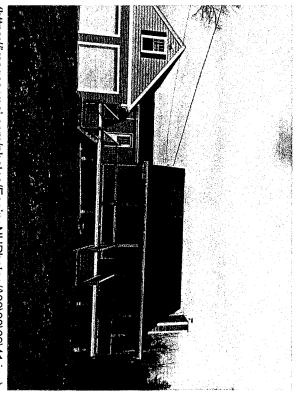
Replacement Cost

\$285,600

Less Depreciation: \$285,600	0
Building Attributes	ttributes
Field	Description
Style:	Cape Cod
Model	Residential
Grade:	Average +20
Stories:	1.75

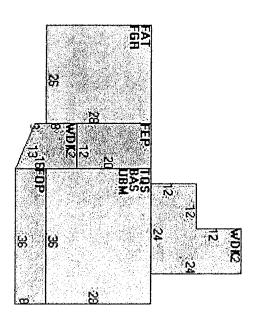
Occupancy	<u>→</u>
Exterior Wall 1	Vinyl
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asph/F Gls/Cmp
Interior Wall 1	Drywall/Sheet
Interior Wall 2	
Interior Flr 1	Hardwood
Interior Flr 2	Carpet
Heat Fuel	Oil
Heat Type:	Hot Water
AC Type:	None
Total Bedrooms:	3 Bedrooms
Total Full Bthrms:	N
Total Half Baths:	
Total Xtra Fixtrs:	
Total Rooms:	œ
Bathroom Style:	Typical
Kitchen Style:	Typical
Num Kitchens	
Cndtn	
МНР	
Num Park	
Fireplaces	
Fndtn Cndtn	

Building Photo



(https://images.vgsi.com/photos/EppingNHPhotos//00\00\69\41.jpg)

Building Layout



(https://images.vgsi.com/photos/EppingNHPhotos//Sketches/1271_1271.jp

Basement

2,186	5,602		
0	594	Deck, Wood	WDK
0	1,008	Basement, Unfinished	UBM
0	288	Porch, Open, Finished	FOP
0	728	Garage, Framed	FGR
182	728	Attic, Finished	FAT
756	1,008	Three Quarter Story	TQS
1,248	1,248	First Floor	BAS
Living Area	Gross Area	Description	Code
		the second secon	design constant of the confidence of the confide

Extra Features

-4	\$1,400	1.00 UNITS	GAS FIREPLACE	FPL4
Bldg#	Value	Size	Description	Code
Legend		Extra Features	Extra	

Land

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3	
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Use Code
Description

SINGLE FAMILY

Land Line Valuation

Size (Acres) 10.95

Frontage Depth

Assessed Value \$149,700

Appraised Value \$149,700

Category

Alt Land Appr

Neighborhood

50 R

Outbuildings

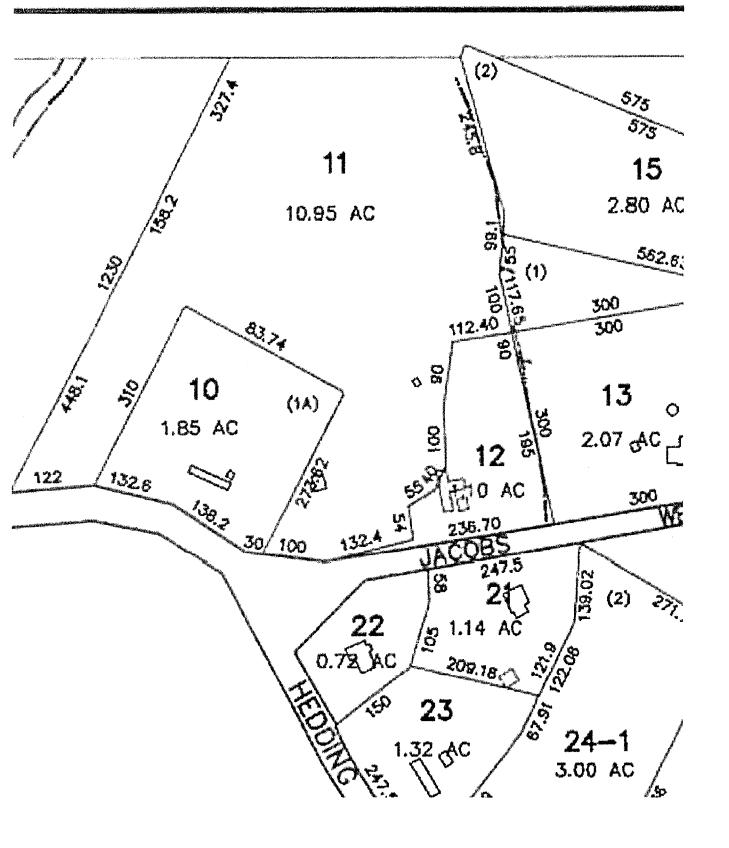
	\$63,800	2400.00 S.F.			GARAGE-GOOD	FGR2
Bldg #	Value	Size	Sub Description	Sub Code	Description	Code
Legend			Outbuildings			

Valuation History

	Appraisal		
Valuation Year	Improvements	Land	Total
2021	\$350,800	\$149,700	\$500,500
2020	\$332,900	\$149,700	\$482,600
2020	\$332,900	\$149,700	\$482,600

\$482,600	\$149,700	\$332,900	2020
\$482,600	\$149,700	\$332,900	2020
\$500,500	\$149,700	\$350,800	2021
Total	Land	Improvements	Valuation Year
		Assessment	





INFORMATION & TERMS OF SALE

PREVIEW DATE: Saturday – November 26th, 2022 from 12:00 PM – 1:00 PM

AUCTION DATE: Saturday – December 3rd, 2022 at 12:00 PM

AUCTION LOCATION: On-site – 6 Jacobs Well Rd, Epping NH 03042

TYPE OF SALE: Public Real Estate Auction

SELLER: Linda C. Perkins (Administrator of the Estate of Russell D. Greer)

FINAL BID CONFIRMATION: Seller reserves the right to accept or reject any and all bids.

Bidding increments shall be at discretion of the Auctioneer. Any and all decisions of the Auctioneer regarding the order and conduct of the auction shall be final and absolute without liability to any party. Seller reserves the right to cancel or withdraw the property at any time. Final bid is subject to

confirmation by the seller.

DEPOSIT: In order to qualify as a bidder and bid at the auction one must register on-site the day of the auction or before the auction. Bidder must be present on auction day with a \$25,000 deposit. The deposit must be in the form of cash, bank wire (received before the auction) or certified bank check made payable to "Spellman and Malloch Real Estate Auctioneers" or buyer and then endorse to "Spellman and Malloch Real Estate Auctioneers". NO PERSONAL OR BUSINESS CHECKS WILL BE ACCEPTED.

The deposit must be accelerated to equal ten percent (10%) of the purchase price within ten (10) days of auction in the form of cash, bank wire, or certified bank check made payable to Spellman and Malloch Real Estate Auctioneers.

REGISTERING TO BID:

Registration will take place any time prior to sale or on the day of the sale starting at 10:00 AM on Saturday, December 3rd, 2022. In order to register to bid at the auction, bidders must have positive identification and the required deposit amount indicated in the advertised Terms of the Sale. NO PERSONAL OR BUSINESS CHECKS WILL BE EXCEPTED. Once registered you will have your bidder card to raise when you would like to make a bid.

WINNING BIDDER:

The winning bidder will be required to sign in duplicate a Purchase & Sale Agreement at the auction. According to the Purchase & Sale Agreement, winning bidders will be required to close on the subject property within 45 days, but no later than January 16th, 2023. Property will be sold "as-is." We make no representations, warranties, or guarantees as to the accuracy of the information provided and urge all bidders to rely entirely on their own inspection and investigation of the premises. Other terms to be announced at the sale.

AUCTIONEER'S NOTE:

Announcements made on the auction block will take precedence over any previously written or published content. Auctioneer reserves the right to accept or reject any and all bids. Bidding increments shall be at the discretion of the Auctioneer. Any and all decisions of the Auctioneer regarding the order and conduct of the auction shall be final and absolute without liability to any party. Seller reserves the right to cancel or withdraw the property at any time. Announcements made on the auction block take precedence over any previously printed or any oral statements made.

BUYER'S PREMIUM:

There will be a Buyer's Premium (BP) of 10% added to the winning high bid. The high bid amount plus the Buyer's Premium shall constitute the Total Sale Price. The Total Sale Price is the total due from the buyer and is the amount that will be represented on the Purchase & Sale Agreement.

PROCESSING AND RECORDING FEES:

At closing, buyer and seller will be responsible for their legal processing fees to be determined. The Balance Due from the buyer is the Total Amount of Sale less the deposit paid at the auction (including the accelerated deposit). The Balance Due must be paid within 45 days of the auction. Time is of the essence.

PURCHASE & SALE AGREEMENT:

A copy of the Purchase and Sale Agreement is available for your review prior to the auction. At the auction, the final copy will be provided to all the qualified bidders. This will be signed by the successful high bidder upon confirmation of sale.

AUCTION TERMS AND CONDITION:

- 1. Any person or entity intending to bid on the subject premises, must deposit prior to sale, \$25,000 U.S. funds in the form of cash, bank wire (received prior to the auction) or certified bank check made payable to "Spellman and Malloch Real Estate Auctioneers" or to bidder to be endorsed to "Spellman and Malloch Real Estate Auctioneers" and deposited with the Auctioneer as a qualification to bid. The deposit must be accelerated to equal ten percent (10%) of the purchase price within ten (10) days of auction, and such amount must be in U.S. funds in the form of cash, bank wire, or certified bank check made payable to "Spellman and Malloch Real Estate Auctioneers." Deposits of unsuccessful bidders will be returned upon conclusion of the sale. Deposits tendered by successful bidders shall be non-refundable and shall become the property of the Seller upon the Seller's acceptance of the successful bidder's highest bid.
- 2. The successful bidder(s) must sign a Purchase & Sale Agreement, calling for a closing within forty-five (45) days of public sale but no later than January 16th, 2023, at which time the balance will be due in certified U.S. funds. Failure to pay remainder of the purchase price will result in the forfeiture of the deposit and the sale may be made to the second highest bidder. All buyers(s) will be required to pay a buyer's premium of ten percent (10%)
- 3. The sale will be on an "As-is, Where-is" basis without any warranty whatsoever as to the condition of the premises or fitness for a particular purpose and will be made subject to any conditions a title search would reveal (including recorded leases), any unpaid real estate taxes or sewer assessments, and any facts which an inspection or survey of the premises might show.
- 4. The above terms are subject to change. Final additional terms will be announced at the sale.

Sign & Date:			

PURCHASE & SALE AGREEMENT

This Purchase and Sale is made this day of	_, 2022, by and between Linda C.
Perkins (Administrator of the Estate of Russell D.	Greer), (the "Seller") Spellman and Malloch
Real Estate Auctioneers (the "Auctioneer") and _	, the
high bidder (the "Buyer") at the public auction de	scribed below.

1. SALE AT PUBLIC AUCTION

Pursuant to a public auction conducted December 3rd, 2022, by the Auctioneer, the Buyer, as the highest bidder, agrees to purchase the property described below (the "Property") in accordance with the terms hereof.

2. DESCRIPTION OF THE PROPERTY

The Property shall mean the following, namely:

The "property of land and buildings" at 6 Jacobs Well Rd, Epping, N.H., also known and which can be identified as Epping, N.H. Assessor's Map 024 / Lot 011 (Epping, NH) – a 10.95 acre (+/-) lot of land improved by 2 buildings.

Property Address: 6 Jacobs Well Rd, Epping, N.H. 03605

3. TRANSFER OF THE PROPERTY

The property shall be conveyed by the usual State of New Hampshire Quitclaim Deed. The property shall be conveyed and transferred subject to any outstanding tenancies and/or leases, the rights of parties in possession, and to tax title, municipal taxes and assessments, any outstanding water or sewer bills or liens, the provisions of applicable state and local law, including building codes and zoning ordinances.

The total bid price will be set forth as the consideration in the deed to the property.

PRICE AND DEPOSIT

The agreed purchase price for said premises is	and NO/100
(\$00) dollars (highest bid plus applicable 10% buyer's	premium), of which
\$25,000.00 has been paid as a non-refundable deposit this day a	nd
\$ accelerated deposit will be paid within 10 business of purchase price including Buyers Premium) in the forcertified bank check	
\$ are to be paid at the time of delivery of the Deed in treasurers, or bank check(s)	cash, or by certified cashier's,
\$TOTAL	
4. <u>CLOSING</u>	
The deed and associated papers shall be delivered and the balance office of, on or b	
on the forty-fifth day following the date hereof, or such other time agreed upon by the seller and the buyer (the "Closing) and such I	ne and place as may be mutually papers shall be held in escrow by
Spellman and Malloch Real Estate Auctioneers, until the Closing	g contemplated by this

5. TITLE

Agreement.

In the event the Seller cannot convey title to the property as stipulated, the deposit, and if applicable, the balance of the purchase price, shall be refunded and all rights hereunder shall cease, and the Buyer shall have no recourse against the Seller, or its employees, agents and representatives, whether at law or in equity; provided, however, that Buyer shall have the election to accept such title as the Seller can deliver to the Property in its then condition and to pay therefor the purchase price without deduction, in which event the Seller shall convey such title.

6. RISK OF LOSS

Seller shall maintain casualty insurance covering the Property in a reasonable amount as determined in the sole discretion of the Seller. If the Property is damaged by the fire or other casualty prior to the closing, Buyer shall accept a deed to the Property and an assignment of so much of the insurance proceeds as has not been used in the restoration of the Property prior to the Closing, paying there for the full balance of the bid price.

7. ACCEPTANCE OF DEED

The acceptance of a deed to the Property by the Buyer or Buyer's nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed or arising out of said public auction on the part of the Seller to be performed or observed.

8. CONDITION OF THE PREMISES

The Property shall be conveyed in "as-is" condition, subject to the present matter of use and occupancy of the Property. The Buyer acknowledges that Buyer has not been influenced to enter this transaction by, nor has it relied upon, any warranties or representations of the Seller, its agents, employees or representatives nor the Auctioneer not set forth or incorporated in this Purchase and Sale.

9. BUYERS DEFAULT; DAMAGES

If the Buyer shall fail to fulfill the Buyer's agreements herein, all deposits made hereunder by the Buyer shall be retained by the Seller and the Buyer shall reimburse the Seller for all costs and expenses incurred by the Seller, in excess of the amount of the deposit, due to the Buyer's default, including costs and expenses of subsequent sales of the Property or any portion thereof and the attorneys' and auctioneers' fees in connection therewith. The Seller shall also be free to sell the Property to the second highest bidder at the public auction in accordance with the terms announced at the public auction.

10. DEED STAMPS AND RECORDING FEES

The Buyer and Seller shall pay their own recording fees in connection with the transfer of the property.

11. ADJUSTMENTS

Water, gas, oil and real estate taxes for the then current fiscal year, shall be apportioned and adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the Buyers at the time of delivery of the deed.

12. CONSTRUCTION OF AGREEMENT

This instrument, executed in triplicate, is to be constructed as a New Hampshire Contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and ensures 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 a written instrument executed by both the Seller and the Buyer.

If two or more persons are named herein as Buyer, their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to

parties to it.	e and Sale of to be used in determining the intent of the
IN WITNESS WHEREOF, the parsealed instrument as of the date first	rties have executed this Purchase of Sale Agreement as a written above.
BUYER	SELLER
by:	by:
BUYER	AUCTIONEERS

by: _____Spellman and Malloch

Real Estate Auctioneers

by:_____