



PURCHASE AND SALE AGREEMENT

("days" means business days unless otherwise noted, see paragraph 23)

January 6, 2017
Offer Date

1-7-2017
Effective Date is defined in Paragraph 23 of this Agreement.

1. PARTIES: This Agreement is made between Austin R. Gregory, Gregory B. Austin, Veronica Foster ("Buyer") and David Dennison, Dixie (Benner) McGraw ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all part of ; If "part of" see para. 26 for explanation) the property situated in municipality of Portland, County of Cumberland, State of Maine, located at 158 Woodlawn Ave and described in deed(s) recorded at said County's Registry of Deeds Book(s) 25036, Page(s) 128.

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood/pellet stoves, sump pump, electrical fixtures, and N/A are included with the sale except for the following: N/A.
Seller represents that all mechanical components of fixtures will be operational at the time of closing except: N/A.

4. PERSONAL PROPERTY: The following items of personal property as viewed on January 4, 2017 are included with the sale at no additional cost, in "as is" condition with no warranties: Range-Gas, Refrigerator, washer, dryer

5. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 111,000.00. Buyer has delivered; or will deliver to the Agency within N/A days of the Effective Date, a deposit of earnest money in the amount \$ 1,000.00. Buyer agrees that an additional deposit of earnest money in the amount of \$ N/A will be delivered N/A. If Buyer fails to deliver the initial or additional deposit in compliance with the above terms Seller may terminate this Agreement. This right to terminate ends once Buyer has delivered said deposit(s). The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following conditions:

6. ESCROW AGENT/ACCEPTANCE: The Maine Real Estate Network ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until January 7, 2017 (date) 5:00 AM PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer.

7. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on February 24, 2017 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

8. DEED: The property shall be conveyed by a Warranty deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

9. POSSESSION, OCCUPANCY, AND CONDITION: Unless otherwise agreed in writing, possession and occupancy of premises, free of tenants and occupants, shall be given to Buyer immediately at closing. Said premises shall then be broom clean, free of all possessions and debris, and in substantially the same condition as at present, excepting reasonable use and wear. Buyer shall have the right to view the property within 24 hours prior to closing.

10. RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE: Prior to closing, risk of loss, damage, or destruction of premises shall be assumed solely by the Seller. Seller shall keep the premises insured against fire and other extended casualty risks prior to closing. If the premises are damaged or destroyed prior to closing, Buyer may either terminate this Agreement and be refunded the earnest money, or close this transaction and accept the premises "as-is" together with an assignment of the insurance proceeds relating thereto.

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11. FUEL/UTILITIES/PRORATIONS: Buyer shall pay Seller at closing for all fuel in any tanks remaining on the prop... calculated as of the closing date or such earlier date as required to comply with lender requirements, if any. The amount owed s... be determined using the most recently available cash price of the company that last delivered the fuel. Metered utilities sucl... electricity, water and sewer will be paid through the date of closing by Seller. The following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) N/A. The day of closing is counted as a Seller day. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

12. DUE DILIGENCE: Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real or personal property, or any representations as to compliance with any federal, state or municipal codes, including, but not limited to, fire, life safety, electrical and plumbing. Buyer is encouraged to seek information from professionals regarding any specific issue or concern. This Agreement is subject to the following investigations, with results being satisfactory to Buyer:

Table with 3 columns: TYPE OF INVESTIGATION, YES, NO, FULL RESOLUTION. Rows include: a. General Building, b. Sewage Disposal, c. Coastal shoreland septic, d. Water Quality, e. Water Quantity, f. Air Quality, g. Square Footage, h. Pool, i. Energy Audit, j. Chimney, k. Smoke/CO detectors, l. Mold, m. Lead Paint, n. Arsenic: Wood/Water, o. Pests, p. Code Conformance, q. Insurance, r. Environmental Scan, s. Lot size/acreage, t. Survey/MLI, u. Zoning, v. Registered Farmland, w. Habitat Review/Waterfowl, x. Flood Plain, y. Tax Status*, z. Other.

* If the property is enrolled in the Maine Tree Growth Tax program, Seller agrees to provide Buyer with the current Forest Management and Harvest Plan within N/A days. Yes No

All investigations will be done by persons chosen and paid for by Buyer in Buyer's sole discretion. Seller agrees to cooperate with Buyer and shall give Buyer and Buyer's agents and consultants reasonable access to the property and its systems and fixtures in order to undertake the above inspections. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer in Buyer's sole discretion, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of investigation(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form and the information developed by the Maine Center for Disease Control and Prevention regarding arsenic in private water supplies and arsenic in treated wood.

14. FINANCING: This Agreement: [] is not subject to a financing contingency. Buyer shall provide proof of the funds within N/A days. [X] is subject to financing as follows: a. This Agreement is subject to Buyer obtaining a FHA loan of 96.500 % of the purchase price, at an interest rate not to exceed 3.750 % and amortized over a period of 30 years. Buyer is under a good faith obligation to seek and obtain financing on these terms. b. Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within 5 days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received. c. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee and Buyer's licensee. d. After (b) is met, if the lender notifies Buyer that it is unable or unwilling to provide said financing, Buyer is obligated to provide Seller with written documentation of the loan denial. Any failure by Buyer to provide Seller with the loan denial within two days of receipt by Buyer of such notice from lender shall be a default under this Agreement. After notifying Seller, Buyer shall have 5 days to provide Seller with a letter from another lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received. e. Buyer agrees to pay no more than 0 points. Seller agrees to pay up to \$ 5,000.00 toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender. f. Buyer's ability to obtain financing [] is [X] is not subject to the sale of another property. See addendum [] Yes [X] No. g. Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

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27. GENERAL PROVISIONS:

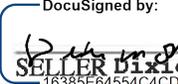
- a. A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.
- b. Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
- c. Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.
- d. Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.
- e. Whenever this Agreement provides for earnest money to be returned or released, agency acting as escrow agent must comply with the Maine Real Estate Commission rules which may require written notices or obtaining written releases from both parties.

Buyer's Mailing address is 78 India St, Portland, ME 04103

	<u>1/6/17</u>		<u>1/6/17</u>
BUYER	DATE	BUYER	DATE
Gregory R Austin R Gregory		Veronica Foster	

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is 158 Woodlawn Ave, Portland, ME 04103

	<u>1/6/17</u>	DocuSigned by:	<u>1/6/2017</u>
SELLER David Dennison	DATE		DATE
		SELLER Dixie (Benner) McGraw	

COUNTER-OFFER

Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) _____ (time) _____ AM _____ PM.

SELLER	DATE	SELLER	DATE
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The Buyer hereby accepts the counter offer set forth above.

BUYER	DATE	BUYER	DATE
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EXTENSION

The closing date of this Agreement is extended until _____ DATE

SELLER	DATE	SELLER	DATE
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BUYER	DATE	BUYER	DATE
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DISCLOSED DUAL AGENCY CONSENT AGREEMENT

Buyer/Seller acknowledge they have been informed by THE MAINE REAL ESTATE NETWORK (hereinafter "Agency") that the Agency has a policy that permits Disclosed Dual Agency. This practice is authorized under Maine State law and is regulated by the Maine Real Estate Commission. In a transaction where a Buyer Client desires to purchase a Seller Client's listing, Disclosed Dual Agency may arise. In serving as a Disclosed Dual Agent, Agency:

- 1. represents two clients, the Buyer and the Seller, whose interests are adverse and the agency duties are limited;
- 2. may disclose to Buyer any information provided by Seller and may disclose to Seller any information provided by Buyer except:
 - A. the willingness or ability of Seller to accept less than the asking price;
 - B. the willingness or ability of Buyer to pay more than has been offered;
 - C. confidential negotiating strategy not disclosed in the sales offer as terms of the sale;
 - D. the motivation of Seller for selling and the motivation of Buyer for buying.

By signing this form, Buyer/Seller acknowledge that they have read and understand this Agreement. Buyer/Seller understand they may choose to consent, or not consent, to Agency serving as a Disclosed Dual Agent and hereby voluntarily consents to the Agency and Appointed Agent, if any, acting as a Disclosed Dual Agent.

Yes No

Date: 10/22/16

Seller: David D Dennison
David D Dennison

Date: 10/22/16

Seller: Dixie Benner
Dixie Benner

Date: 1/6/17

Buyer: [Signature]

Date: 1/6/17

Buyer: [Signature]



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