

SALE & PURCHASE AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT

Received from \_\_\_\_\_ (Purchaser's Full Name) of \_\_\_\_\_ S.S. # \_\_\_\_\_ the sum of **(\$10,000.00), Ten Thousand Dollars** (the "Deposit") and other good and valuable consideration, for purchase of property being foreclosed upon by Community Bank, N.A. ("Transferor"), said property located at 211 Kearsarge Drive, in the Village of Woodsville, Town of Haverhill, County of Grafton, State of New Hampshire, more particularly described as follows (the "Property"):

All and the same lands and premises conveyed to Carol I. Modrell by Warranty Deed (Statutory Form) of Janette K. Monear dated September 20, 2002 and recorded in the Gratong County Registry of Deeds at Book 2728, Page 247 and being more particularly described therein as follows:

"Two (2) certain parcels of land with the buildings thereon, situated in the Town of Haverhill, County of Grafton and State of New Hampshire bounded and described as follows:

PARCEL #1:

Lot Ninety-nine (99), Section Two (2), as shown on a plan of land entitled "Subdivision Plan, Mountain Lake, Haverhill, New Hampshire, surveyed for Town & Country Homes, Inc." drawn by W. Robert Nolte & Associates, Land Surveyors, dated May, 1966, revised August, 1968 and duly recorded with the Grafton County Registry of Deeds in Book 1083, Page 49.

This conveyance is made subject to and with the benefit of easements in, over and under the streets shown on said plan for the installation of public utilities, including water, electricity, drainage and telephone.

This conveyance is also made subject to and with the benefit of certain covenants and easements set forth in an instrument entitled, "Mountain Lake Subdivision, Property Covenants and Easements," duly recorded with said Deeds in Book 1047, Page 123, and with the right to use the streets, beaches, lake and recreation areas shown on said plan with others of recorded entitled thereto.

PARCEL #2:

Lot One Hundred (100), Section Two (2), as shown on a plan of land entitled, "Subdivision Plan, Mountain Lake, Haverhill, New Hampshire, surveyed for Town & Country Homes, Inc." drawn by W. Robert Nolte & Associates, Land Surveyors, dated May 1966, revised August 1968 and duly recorded with the Grafton County Registry of Deeds in Book 1083, Page 49.

This conveyance is made subject to and with the benefit of easements in, over and under the

streets shown on said plan for the installation of public utilities, including water, electricity, drainage and telephone.

This conveyance is also made subject to and with the benefit of certain covenants and easements set forth in an instrument entitled, "Mountain Lake Subdivision, Property Covenants and Easements," duly recorded with said Deeds in Book 1047, Page 123, and with the right to use the streets, beaches, lake and recreation areas shown on said plan with others of recorded entitled thereto.

MEANING & INTENDING to describe and convey all and the same premises as conveyed to Janette K. Monear by Warranty Deed of Karl E. Schmid and Sandra D. Schmid, dated July 25, 2002 and recorded at Book 2692, Page 0720 in the Grafton County Registry of Deeds.

And I hereby release any and all homestead rights or interests herein."

It is hereby agreed that Purchaser shall purchase and Transferor shall transfer the Property in accordance with the power of sale contained in that certain Mortgage from Carol Modrell to Merchants Bank (now known as Community Bank, N.A.) dated November 3, 2005, N.H. Stat. §§ 479:25 and 479:26, and the following terms and conditions:

1. The sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), as the Total Purchase Price, in U.S. Funds, with the balance after crediting the Deposit to be paid in certified funds or cash to Transferor at the closing.
2. The Deposit will be held by the Thomas Hirchak Company in its auction account, which is non-interest-bearing.
3. Transfer of title to the Property shall be by New Hampshire Statutory Form Foreclosure Deed (N.H. Stat. § 477:31) and Affidavit of Sale Under Power of Sale in Mortgage (N.H. Stat. § 477:32). Possession of the Property, together with any key(s) to the Property, shall be given to the Purchaser at the time of closing.
4. The closing shall be conducted on or before May 4, 2026 (the "Closing Date"), at such place and time as mutually agreed by the parties.
5. In the event the Purchaser shall fail to pay the balance of the Total Purchase Price on the Closing Date, the Deposit is forfeited by Purchaser to Transferor and all rights hereunder are extinguished.

6. The Property is sold subject to all existing boundary lines (if established), all laws, ordinances and governmental regulations (incl. building and zoning ordinances) affecting the Property, and easements & restrictions of record, if any.
7. Transferor shall be responsible for its attorney's fees; Purchaser shall be responsible for its attorney's fees, and any costs incident to searching the title to the Property. Purchaser shall pay one half New Hampshire transfer tax and all recording fees.
8. Purchaser shall be solely responsible for any and all delinquent and current real estate taxes and other municipal liens or assessments, including water, sewer, and other utility charges, due and owing on the Property, whether assessed by the Town of Haverhill, Mountain Lakes District, or any other authority.
9. Purchaser agrees that, in entering into this agreement, he is not relying on any representations made by Transferor or Transferor's agents, but, rather, is relying solely on his/her/its own judgment, reached after an investigation made by Purchaser into the condition of the Property, and Purchaser's own personal inspection thereof. Purchaser has inspected the Property which is the subject of this agreement, is familiar with the condition of such Property, and accepts the same in its condition, "AS IS," without warranty, expressed or implied, it being fully understood that Transferor has made no warranties, express or implied, or representations pertaining to the Property, the condition thereof, or any other matter pertaining thereto, including but not limited to matters relating to boundaries, acreage, subdivision and environmental laws, and environmental conditions or hazards on the Property.

By execution of this agreement, Purchaser represents that it has performed such due diligence that the Purchaser deems sufficient and as a result of such due diligence, Purchaser desires to enter into this agreement to purchase and is not entering into this agreement as a result of any advertisement or announcement or representations made by the Transferor and/or its selling agents or with the understanding that the purchase is subject to any further due diligence review. This agreement and any subsequent conveyance are subject to these disclaimers.

10. Transferor shall bear the risk of loss or damage to the Property by fire or other casualty until the time of closing. In the event the Property shall be damaged or destroyed by fire or other casualty and is not restored to its present condition by the Closing Date, Transferor may either (a) cancel

this agreement upon written notice to Purchaser and the Thomas Hirschak Company shall return the deposit to Purchaser and neither party shall have any further rights or liabilities under this agreement, or (b) finalize the transaction with Purchaser and transfer title to the Property, providing to Purchaser the benefit of all insurance monies recovered on account of such damage.

11. New Hampshire law requires that the seller of real property make certain disclosures to the Purchaser whenever real property is offered for sale. Purchaser hereby waives the requirement to receive any such disclosures. The Purchaser acknowledges that it has made such inquiries and investigations relative to the Property as it deems necessary prior to entering into this agreement.
12. Any personal property on site at the Property at time of closing will remain with the Property for no additional consideration and with no requirement for removal by Transferor.
13. Transferor and Purchaser agree that the Thomas Hirschak Company (NH #6153) as Auctioneers/Brokers of Transferor brought about this sale and acted solely as AGENTS of the Transferor in this transaction.
14. The parties agree that, with respect to the performance of their respective obligations hereunder, time is of the essence.
15. This agreement shall benefit and bind both the Transferor and Purchaser and their respective heirs, executors, administrators, successors and assigns, and shall be governed by New Hampshire law.
16. This agreement contains the entire agreement of the parties, and it may not be amended subsequent to the execution hereof except by a writing executed by each of the parties to this agreement. Each party warrants and represents that it has the capacity, authority and ability to legally consummate the transaction set forth herein.

(balance of page intentionally left blank)

Purchaser has read this agreement and understands the terms and is bound by its contents. THIS IS A LEGALLY BINDING CONTRACT.

IN WITNESS WHEREOF, the Purchaser(s) has executed this agreement at Haverhill, New Hampshire, this 20<sup>th</sup> day of March, 2026.

IN THE PRESENCE OF:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Purchaser

IN WITNESS WHEREOF, the Transferor has executed this agreement at Haverhill, New Hampshire, this 20<sup>th</sup> day of March, 2026.

IN THE PRESENCE OF:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Community Bank, N.A., Transferor