

BENNETT & MOORE AUCTIONEERS

P. O. Box 4010 ♦ Portsmouth, NH 03802
Stephen Bennett - 603-502-7457 Joseph Moore - 603-234-0688
sbennett999@gmail.com jrmauctioneer@gmail.com
www.bennettandmooreauctioneers.com

BUYER'S INFORMATION CATALOGUE

SALE of REAL ESTATE at PUBLIC AUCTION

**Administrators Sale of large 5-bedroom home on
Wolfeboro Neck, 94 Spruce Road, Wolfeboro, N.H.**



**Auction Held Live On-Site
Saturday June 3rd at NOON**

Visit our web-site at www.bennettandmooreauctioneers.com for pictures & video.

Also, you can visit us at AuctionZip.com and use our ID number 7770 !

**Real Estate Auctions ♦ Certified Appraisers
Antiques & Estate Settlement ♦ Commercial, Industrial, Business Liquidations**

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INTRODUCTION - ADMINISTRATORS SALE OF REAL ESTATE

Dear Prospective Bidder – Bennett & Moore Auctioneers are pleased to announce that they have been retained by the Administrator, to sell at Public Auction, this prime piece of desirable Wolfeboro real estate.

A Rare Opportunity !

Great quiet, peaceful neighborhood !

Homes seldom becomes available on desirable Wolfeboro Neck !

Walk to Carry Beach & Lake Winnepesaukee !

Listen to the call of the Loon from your deck !

The information contained herein is provided as a guide to the property & to the auction process. As an interested party you are encouraged to do as much independent research as is necessary for you to make an educated decision to bid.

The property will be sold in “as is” so please attend one or more of our many open houses to perform your inspections prior to the auction.

Please feel free to ask any questions.

Good luck and thank you for your interest.

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Stephen Bennett, NH Lic. #2423

Joseph R. Moore, NH Lic. #3072

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PROPERTY INFORMATION – 94 Spruce Road, Wolfeboro, NH

Town reference : Map 227 / Lot 036

Lot : 3.2 acres, mostly treed.

Town Tax Assessment : \$563,000 land & buildings.

2023 Taxes : approx. \$7,500

Homeowners Association: \$85 per year

Sewer : private septic **Water** : private water

Buildings :

- Main house was built new in 1996.
- 3,7000+ square-foot Colonial with 5-bedrooms, (3) full-baths,
- 3-season porch,
- family room with fireplace,
- rear deck,
- large full basement,
- oil-fired forced hot water baseboard heat,
- large 2-car attached garage & shed
- Wide pine floors and 2nd floor carpeting.

Additional information : the house needs a little TLC, but nothing major that we are aware of.

New paint will make this house a stunner !

We are not aware of any glaring problems with the well or septic.

Visit our web-site at www.bennettandmooreauctioneers.com for pictures & video.

Also, you can visit us at AuctionZip.com and use our ID number 7770

No warranty is made as to the accuracy or completeness of this information. No reliance should be placed upon this information. Prospective bidder's should do their own due diligence prior to the auction.

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AUCTION INFORMATION – 94 Spruce Road, Wolfeboro, Gilmanon, NH

Type of Auction : Administrators Sale at Public Auction to settle the Estate of Kathryn L. Camire. To be sold to the highest bidder.

Subject to confirmation of a very reasonable reserve. This property will be sold !

Location of the Auction : On-site at the property.

Date & Time of the Auction : Saturday June 3rd, beginning at NOON.

Deposit : A deposit of **\$25,000** is required to obtain a Bidder Number for this auction.

Deposits presented on the day of the auction should be in the form of cash, or by Certified Check, cashier's check, treasure's check. Please make your check payable to yourself. If you are the successful bidder you will then sign your check over to the Auctioneer.

The entire deposit will be credited towards the purchase price.

Deposits of the non-successful bidders will be returned following the auction.

All deposits are **NON-REFUNDABLE** should the Successful Buyer fail to close for any reason.

Purchase & Sales Agreement : Immediately upon conclusion of the bidding the successful high bidder will be required to sign the Purchase & Sales Agreement. A copy of the P&S Agreement will be available for review prior to the auction.

Closing : The closing must take place on or before thirty-five (35) days after the auction.

Buyers Premium : There is a 10% Buyer's Premium being applied at this auction. For example, if the Auctioneer says sold for \$100,000 (a.k.a. the Hammer Price), the Actual Purchase Price will be \$110,000.

Back Taxes : This is not a foreclosure auction so there will be No Back Taxes.

Deed : Fiduciary Deed free and clear of all encumbrances.

NH State Transfer Taxes : will be split equally between the Buyer & the Seller.

Qualifications of Bidder : The only qualification necessary to bid at this auction is the presentation of the required aforementioned Deposit.

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CONTINGENCIES, INSPECTIONS & OPEN HOUSES

CONTINGENCIES

In order to settle the estate quickly, the emphasis of the auction will be on terms and not price. The reserve / minimum bid is well below the market value. This property is priced to sell.

The Purchase & Sales Agreement **will not be contingent on financing.**

You are expected to know your own financial strength before you bid.

This property is being sold "as is".

The Purchase & Sales Agreement **will not be contingent on post-auction inspections.**

We offer multiple opportunities for prospective Buyers to view and inspect the property prior to bidding.

Please take advantage of one or more of these open house opportunities.

OPEN HOUSE & INSPECTION SCHEDULE

Sunday May 14th from NOON to 2PM

Saturday May 20th from 10AM to 2PM

Sunday May 21st from Noon to 2PM

Saturday May 27th from 10AM to 2PM

Sunday May 28th from Noon to 2PM

Morning of the auction at 10 AM

Or by appointment with the Auctioneer

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HOW TO BID / PARTICIPATE

The auction will be held live on-site at the property.

You may bid any of the following ways ...

1. By attending the live auction on auction day, Saturday June 3rd.
2. By phone : we will have phones available for bidders who are unable to attend the auction in person. Pre-registration is required. Please call our office in advance to register as a phone bidder.
3. By absentee / left bid : we will accept absentee bids where one of our staff members will execute bids for up to the amount of your maximum authorized bid. Please call our office in advance to set up an absentee bid.

NOTE - If you are planning to bid by phone or by absentee bid then your deposit must be received prior to auction day. The method of payment would be to mail the check to us, time prevailing, or, wire transfer to our escrow account. Routing numbers will be made available upon request.

DISCLAIMER - This property is being sold "as is". Information contained herein was obtained from sources believed to be reliable. However, this material is subject to errors and omissions and is not guaranteed. No warranty is made as to the accuracy or completeness of this information. No reliance should be placed upon this information. The Auctioneer, the Owner's & their Attorney's shall have no liability for any damage arising from such reliance.

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ADDITIONAL TERMS & CONDITIONS

The subject real estate is offered for sale at Public Auction which is subject to the following ...

- All announcements made at the time of the auction will take precedence over any previous statements either printed or oral.
- The Trustee reserves the right to, at any time prior to the conclusion of the auction, adjourn, recess, continue, delay, or cancel the sale.
- It is the responsibility of the Bidder to review the Terms & Conditions of the auction and the Purchase & Sales Agreement prior to executing a bid.
- The sale of the property is NOT subject to financing.
- The property is being sold "as is, as found". The P&S Agreement will NOT be subject to inspections.
- Each bidder expressly acknowledges and agrees that the amount of their bid reflects the "as is, as found" condition of the property.
- No bids will be accepted from un-registered bidders.
- The Auctioneer reserves the right to reject any bid for any reason.
- The Auctioneer will settle all disputes. The decision of the Auctioneer is final and binding on all bidders.
- The Auctioneer reserves the right to control the increments of the bids.
- The Auctioneer may execute bids on behalf of any registered bidder that can not attend the auction and that have met the requirements set forth by the Auctioneer.
- The information contained herein is provided for informational or guide purposes only. No warranties of any kind are made regarding value, condition, habitability, merchantability, or fitness of the property.
- Prospective bidders should make their own investigations and shall rely entirely on their own information and judgement.
- The Auctioneer is acting solely as an agent for the Seller in marketing and negotiations of the sale of this property.

OWNER INFORMATION		SALES HISTORY				PICTURE
Date	Book	Page	Type	Price	Grantor	
07/01/2019	3450	159	Q I	569,933	FRAZIER RICHARD R	
01/30/2013	3056	860	U I 27	150,000	PETERMAN SIDNEY & SUSA	
06/05/2012	3002	818	U I 81	323,600	FLANTINIS FAMILY REAL	
07/19/1996	1664	501	Q I	243,300	KASIANCHUK DONNA	

LISTING HISTORY		NOTES			
07/06/20	SG	SALE REVIEW AT DOOR			
05/13/20	ETSR	SALES REVIEW-SUPERVISOR			
11/01/18	JMRM				
08/04/15	THUR				
09/13/13	CACM				
09/08/09	KMRM				
03/16/07	TNPU				
07/15/02	MORL				

EXTRA FEATURES VALUATION						
Feature Type	Units	Length x Width	Size Adj	Rate	Cond	Market Value Notes
RES PAV MEDIUM	1		100	2,000.00	100	2,000
FIREPLACE 2 STORY	1		100	5,000.00	100	5,000
SHED AVG	70	10 x 7	100	22.00	100	1,540
						8,500

MUNICIPAL SOFTWARE BY AVITAR						
WOLFEBORO ASSESSING OFFICE						
PARCEL TOTAL TAXABLE VALUE						
Year	Building	Features	Land			
2020	\$ 353,200		\$ 8,500	\$ 201,800		
		Parcel Total:	\$ 563,500			
2021	\$ 353,200		\$ 8,500	\$ 201,800		
		Parcel Total:	\$ 563,500			
2022	\$ 353,200		\$ 8,500	\$ 201,800		
		Parcel Total:	\$ 563,500			

LAND VALUATION														
Zone:	WOLFEBORO NECK IMPR	Minimum Acreage:	1.00	Minimum Frontage:	150	Site:	AVERAGE	Driveway:	PAVED					
Land Type	Units	Base Rate	NC	Adj	Site	Road	DWay	Topography	Cond	Ad Valorem	SPI	R	Tax Value	Notes
IF RES	1.000 ac	150,000	H	130	100	100	100		100	195,000	0	N	195,000	
IF RES	2.200 ac	x 3,100	X	100					100	6,800	0	N	6,800	
	3.200 ac									201,800			201,800	

BUILDING DETAILS

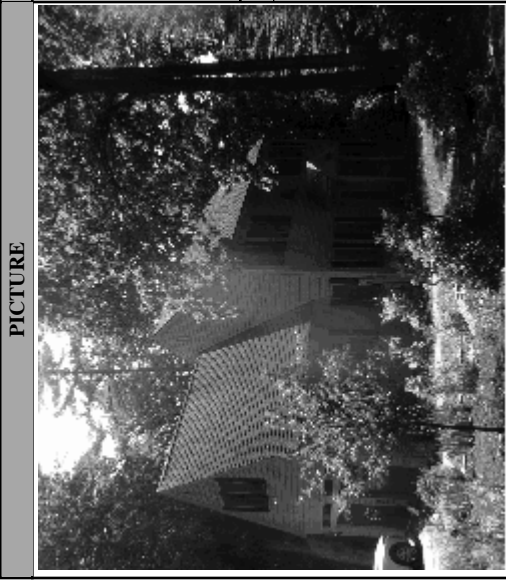
Model: 2.00 STORY COLONIAL
 Roof: GABLE OR HIP/ASPHALT
 Ext: WOOD SHINGLE/CLAP BOARD
 Int: DRYWALL
 Floor: CARPET/PINE/SOFT WD
 Heat: OIL/HOT WATER
 Bedrooms: 5 Baths: 3.0 Fixtures: 2
 Extra Kitchens: Fireplaces: 1
 A/C: Yes 100.00 % Generators:
 Quality: A3 AVG+30
 Com. Wall:
 Size Adj: 0.8893 Base Rate: RCL 95.00
 Bldg. Rate: 1.0983
 Sq. Foot Cost: \$ 104.34

TAXABLE DISTRICTS

District	Percentage

OWNER

CAMIRE KATHRYN L
 C/O ANNI LUNEAU
 14 DOBBS TERRACE
 SCARSDALE, NY 10583-2006

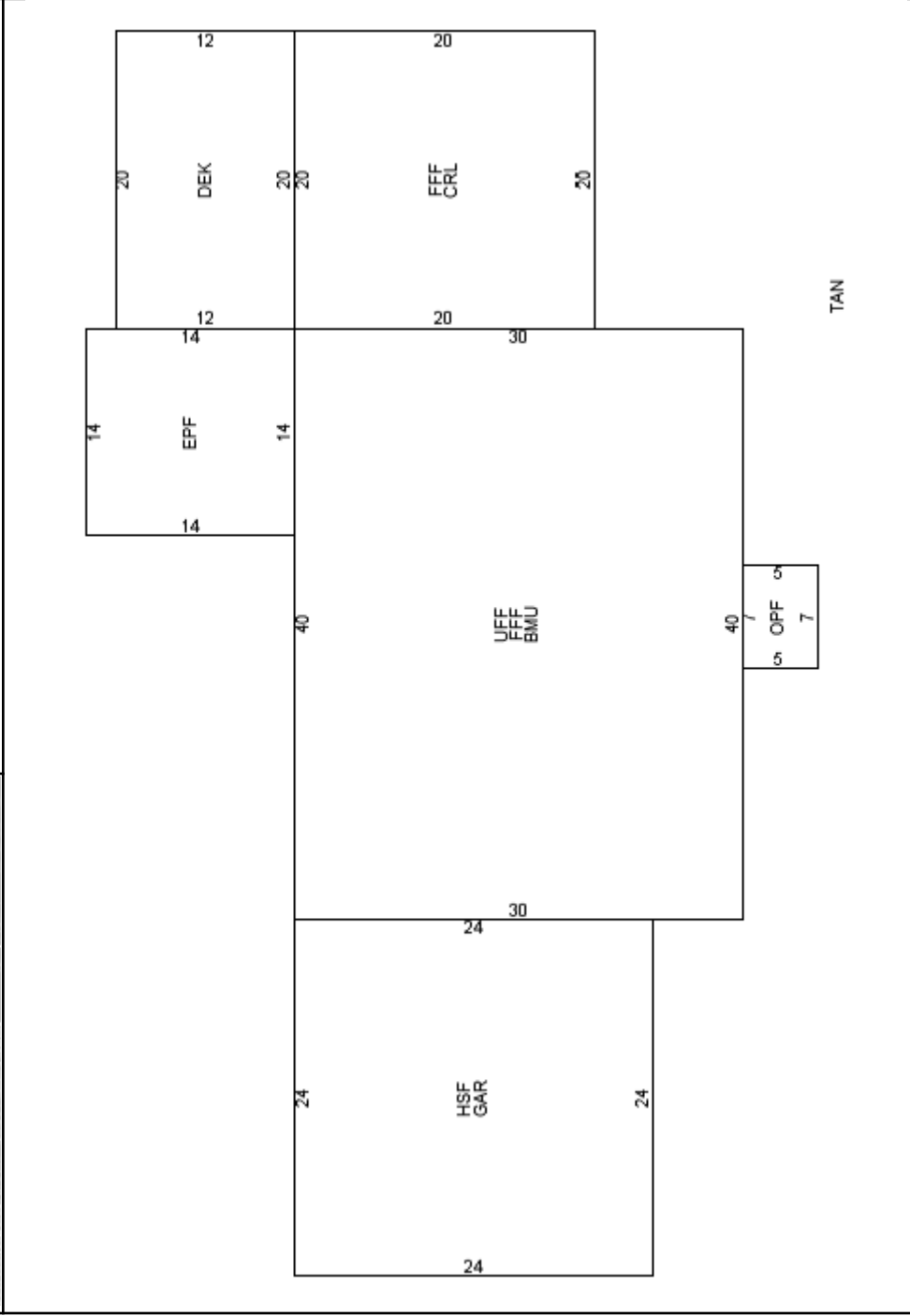


PERMITS

Date	Project Type	Notes

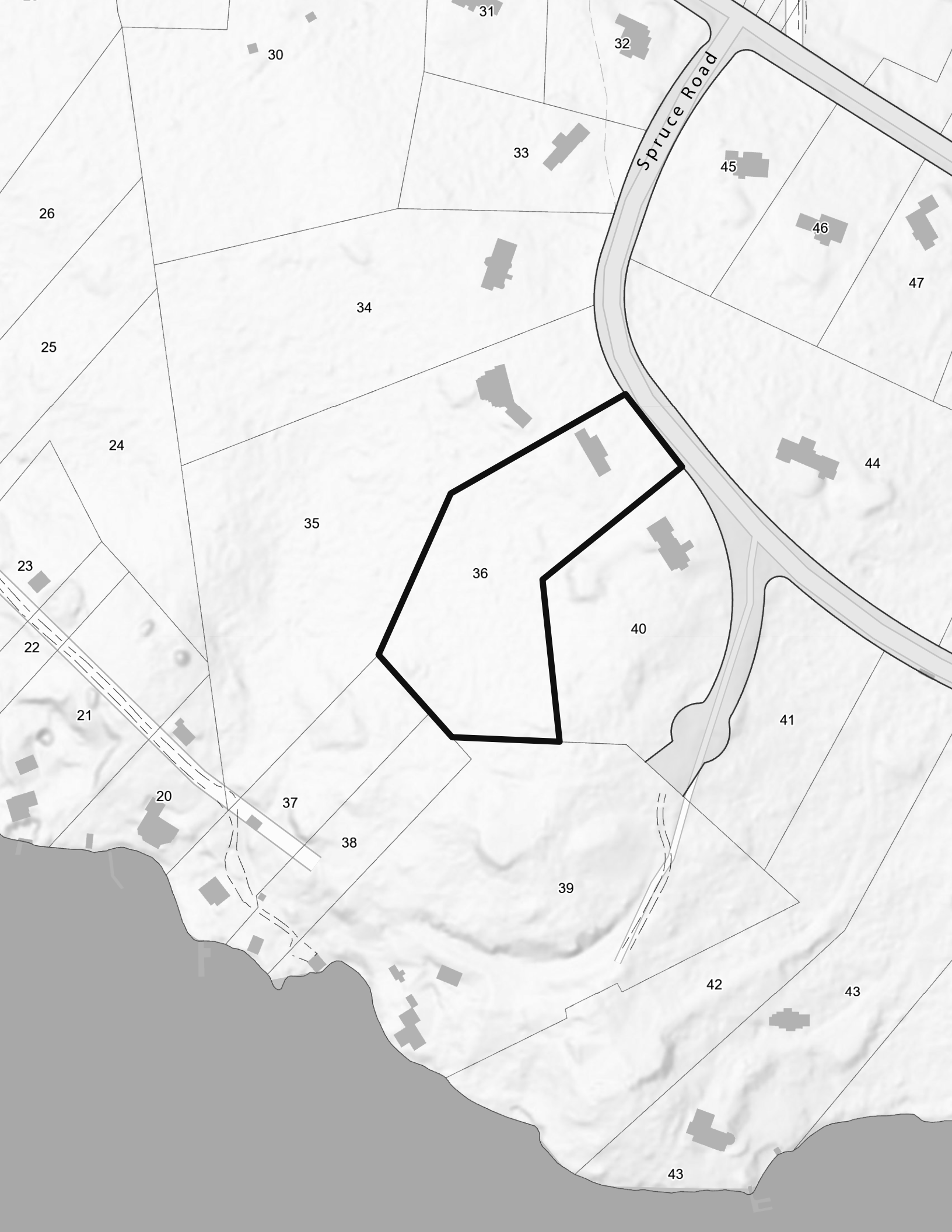
BUILDING SUB AREA DETAILS

ID	Description	Area	Adj.	Effect.
OPF	OPEN PORCH FIN	35	0.35	12
HSF	1/2 STRY FIN	576	0.50	288
GAR	GARAGE ATTCHD	576	0.45	259
UFF	UPPER FLR FIN	1200	1.00	1200
FFF	FST FLR FIN	1600	1.00	1600
BMU	BSMNT	1200	0.20	240
EPF	ENCLSD PORCH	196	0.50	98
DEK	DECK/ENTRANCE	240	0.10	24
CRL	CRAWL SPACE	400	0.10	40
GLA:	3,088	6,023		3,761



2020 BASE YEAR BUILDING VALUATION

Market Cost New:	\$ 392,423
Year Built:	1996
Condition For Age:	GOOD
Physical:	10 %
Functional:	
Economic:	
Temporary:	
Total Depreciation:	10 %
Building Value:	\$ 353,200



Spruce Road

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REAL ESTATE PURCHASE & SALES AGREEMENT

This agreement is made this _____ day of _____, 2023. The undersigned Buyer and Seller agree as follows :

The Seller is The Estate of Kathryn L. Camire, Anni Luneau as Administrator.

The Buyer is _____ Bidder Registration # _____

The Buyer is the successful bidder at a Real Estate Auction conducted for the sale of said property, land and buildings located 94 Spruce Road in Wolfeboro, NH. The Seller agrees to sell & convey the property, and the Buyer agrees to buy the property subject to the Terms & Conditions set forth herein.

The Selling Price is :	Hammer Price	\$ _____
	10% Buyers Premium	\$ _____
	TOTAL PURCHASE PRICE	\$ _____
	Deposit at Auction	\$ <u> \$25,000 </u>
	Balance Due at Closing	\$ _____

1. Deposits / Earnest Money : All deposit money paid by the Buyer will be applied to the Total Purchase Price and will be held in the auctioneers Client's Escrow Account at Eastern Bank in Portsmouth, NH.
2. Closing : The transfer of title shall be on or before 35 days from the date of the auction.
3. The State of NH Transfer Taxes will be split equally between the Buyer and Seller.
4. Real Estate Taxes & association fees shall be prorated as of the date of closing.
5. The property shall be conveyed to the Buyer via a Fiduciary Deed that will be free and clear of all liens and encumbrances except the usual public utilities and restrictive covenants of record that may exist.
6. The Buyer understands that they are purchasing the property in "as is" condition. The Seller makes no warranties or representations whatsoever concerning the condition of any of the structures or systems, or potential use of the property or building located thereon.
7. The Buyer acknowledges that the amount of their bid reflects the "as is" condition of the property and the assumption of all risks related to any defects or irregularities that may be found at a later date. The Buyer acknowledges that they have entered into this contract without relying on any statements or representations by the Seller or Auctioneer and that they have been provided time to inspect the property and to do their own due-diligence and research prior to bidding.
8. It is expressly understood that Time Is Of The Essence of this contract.
9. The Buyers will be considered to be In Default should they fail to close in accordance with the terms of the contract, including time limitations. Upon default, this contract is terminated and the amount of the deposits will be retained as reasonable liquidated damages.

P&S AGREEMENT – continued – 94 Spruce Road, Wolfeboro, NH

10. The Auctioneer and Seller makes no warranties or representations of any kind in connection with the Premises. In particular, and without limitation, there shall be no warranty or representation regarding the present or future use or occupation of the premises, the subdivision of the premises, compliance of the premises with applicable zoning ordinances, building codes or other applicable laws or regulations, the validity of any permits affecting the premises, compliance with any permits affecting the premises, the condition, fitness or structural soundness of the premises, the existence or non-existence of hazardous material, lead paint or radon gas at the premises, the acreage of the premises, or any other matter. The Premises shall be conveyed “AS IS” and “WHERE IS” and “WITH ALL FAULTS”.

11. Succession : This contract shall extend to and be obligatory upon the heirs, personal representatives, successors and assigns of both the Buyer and the Seller.

12. Insurance : The buildings on said premises shall, until the time of closing, be kept insured against Fire and Damage. In case of loss, all sums recoverable from said insurance shall be paid or assigned to the Buyer, unless the premises have been restored to their previous condition.

13. Survival : The Terms & Conditions of this agreement shall survive the closing.

14. Merger of Understanding : All negotiations, understandings, undertakings and the like with respect to the transaction covered by this agreement have been merged within this Agreement, and there is no further or contrary understandings with respect thereto. This agreement forms the complete and entire understanding between the parties.

15. Modification : This agreement may not be changed orally, but only by an agreement in writing, executed and signed by the parties hereto.

16. In the event of the Seller’s default in obligations hereunder for any reason whatsoever, upon the return of the Deposit to the Purchaser, the Seller, Auctioneer, their Counsel, etc. will have no further obligation to the Buyer and this agreement will be null and void. The remedies set forth in this paragraph are the sole and exclusive remedies available to the Buyer and no other damages, rights or remedies shall in any case be collectible, enforceable or available to the Buyer against Seller, et al. Buyer expressly waives any and all right to seek damages against Seller, et al.

17. The Seller will continue to heat the main house & to keep the power on through to closing.

18. The Buyer will reimburse the Seller at closing for any home heating oil remaining in the oil tanks.

19. Certification of the Purchase : The undersigned Buyer certifies that in affixing his / her signature to this contract, he / she agrees to all the contents of this agreement without protest.

20. Signing this contract indicates acceptance of these terms.

Witness _____ Seller _____

Witness _____ Buyer _____

PURCHASE & SALES AGREEMENT - continued

RE : 94 Spruce Road, Wolfeboro, NH

NOTIFICATIONS

Radon Gas: Radon gas, the product of decay of radioactive materials in rock, may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or water.

Lead Paint: Before 1977, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present.

EXHIBIT A

WATER SUPPLY, SEWAGE DISPOSAL SYSTEM, INSULATION and METHAMPHETAMINE DISCLOSURE

I. Seller discloses the following information to Buyer regarding the water supply at the Premises:

- A) Type of water-supply system: private wells.**
- B) Location: UNKNOWN TO SELLER.**
- C) Malfunctions: UNKNOWN TO SELLER.**
- D) Date of installation: UNKNOWN TO SELLER.**
- E) Date of most recent water test: UNKNOWN TO SELLER.**
- F) Unsatisfactory water test or water test with notations: UNKNOWN TO SELLER.**

II. Seller discloses the following information to Buyer regarding the sewage disposal system at the Premises:

- A) Type of sewage disposal system: private septic system.**
- C) Location: UNKNOWN TO SELLER.**
- D) Malfunctions: UNKNOWN TO SELLER.**
- E) Age of system: UNKNOWN TO SELLER.**
- F) Date of most recent service: UNKNOWN TO SELLER.**
- G) Name of contractor who services the system: UNKNOWN TO SELLER.**

III. Seller discloses the following information to Buyer regarding the insulation in the Premises: SELLER HAS NO KNOWLEDGE OF THE TYPE OF INSULATION USED IN ANY IMPROVEMENTS ON THE CONVEYED PREMISES.

IV. SELLER HAS NO KNOWLEDGE OF METHAMPHETAMINE PRODUCTION ON THE PROPERTY.

Purchaser acknowledges receipt of the Water Supply, Sewage Disposal System, Insulation and Methamphetamine Disclosure.

Buyer's initials: _____