

# Bennett & Moore Auctioneers & Appraisers

P.O.Box 4010 ♦ Portsmouth, NH 03802 ♦ 603-502-7457

## MORTGAGEES SALE OF REAL ESTATE

### At PUBLIC AUCTION

### **Buyer's Information Catalog**



**Single-family 3-Bedroom Cape on 4-acres  
95 Thurrell Road - So. Berwick, Maine  
Thursday May 8th at 3:00 PM**

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

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## MORTGAGEES SALE OF REAL ESTATE At PUBLIC AUCTION

**Dear Prospective Bidder** – Bennett & Moore Auctioneers have been retained by the **Mortgagee** to sell at Public Auction this 3-bedroom single family home on private almost 4-acre lot in scenic **SOUTH BERWICK, MAINE**.

The auction is conducted under the statutory terms & conditions afforded to all concerned parties by the State of Maine.

**This property is perfect for a family or investor !**

Unfortunately, the Mortgagor recently passed away necessitating the sale of this property.

**THIS PROPERTY WILL BE SOLD !!**

The real estate taxes are current.

All interested parties are encouraged to do as much independent research as is necessary to make an educated decision to bid.

Good luck and thank you for your interest. Our staff is available to assist you.

**Stephen P. Bennett**      **NH Lic. #2423**

**Joseph R. Moore**      **NH Lic. #3072**

**Kevin E. Bernatchez**      **ME Lic. #AUC1249**

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**DISCLAIMER - This property is being sold "as is" without any warranties whatsoever. 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 foreclosing party & their Attorney's shall have no liability for any damage arising from such reliance. In all instances attendees, Bidder's and /or Buyer agree to Hold Harmless said parties.**

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## AUCTION INFORMATION

**Subject Property :** 95 Thurrell Road, South Berwick, MAINE

**Judgement of this Foreclosure :** York County Registry of Deeds **Book 19573, Page 0561**

**First Mortgage recorded at :** York County Registry of Deeds **Book 18917, Page 0021**

**Auction Location :** To be held On-site at the property, at **95 Thurrell Road, So. Berwick, ME**

**Date of the Auction :** Thursday May 8<sup>th</sup> at 3:00 PM

**Auction Time :** The bidding / auction will begin promptly at **3:00 PM in the afternoon**

**Registration Time :** Starting 1-hour prior to the auction

**Interior Inspection :** Day of the auction (if possible)

**Deposit :** A deposit of **\$5,000** is required to obtain a Bidder Number for this auction. Deposits should be in the form of cash, Certified Check, cashier's check, treasure's check, or any other form of payment acceptable to the foreclosing representatives. The entire deposit will be credited towards the final purchase price. Deposits of the non-successful bidders will be returned immediately following the auction.

Please make your check payable to yourself. The winning bidder will then sign their instrument over along with signing the Purchase & Sales Agreement.

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

**Purchase & Sales Agreement :** Immediately upon conclusion of the bidding the successful high bidder will be required to sign the Memorandum of Sale, as well as any other documents deemed pertinent.

**Closing :** The closing must take place on or before **Thirty (30)** days after the auction.

**Title Transfer :** Quitclaim Deed Without Covenant

**Default -** Should the Buyer fail to close as per the specified terms & conditions of the Memorandum of Sale, then said Buyer will be considered to be in default. Upon default said deposit will become non-refundable and will become the property of the Seller.

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**OPEN HOUSE :** No open house is scheduled as of the publication date of this document. Any Open Houses that may occur will be posted on our web-site at **bennettandmooreauctioneers.com**

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## PROPERTY INFORMATION

**Subject Property : 95 Thurrell Road, South Berwick, MAINE**

**Tax Map: South Berwick town reference : Map 014/ Lot 047**

**Zoned : R4 Rural Residential**

**3.90-acre lot with 333-feet of road frontage, approx.. 400-feet deep.**

**The 1990 Cape-style home has 1000-square foot 1<sup>st</sup> floor & ¾ second floor.**

**7-Rooms, 3-Bedrooms with 2-full baths, farmers porch**

**Full basement, partially finished.**

**FHW heat**

**HOA : not applicable**

**Town Assessment (for tax purposes) : \$406,000.**

**Property Taxes 2025 : approx. \$5,400 per year**

**Property Taxes due : The property taxes are current; no back taxes are due at this time.**

**Sewer : private - Water : drilled well**

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## ATTENDING THE AUCTION

- **You & your entire party are entering the property at your own risk.**
- **Watch & avoid any items or situations that may be hazardous to your health (roots, rabbit holes, loose carpeting, loose floorboards, exposed wires, grease, etc.**
- **In the event of an accident you agree to hold-harmless the Auctioneer and their representatives, the property owner, their attorney, their invitees, or anybody else associated with this sale.**

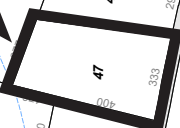
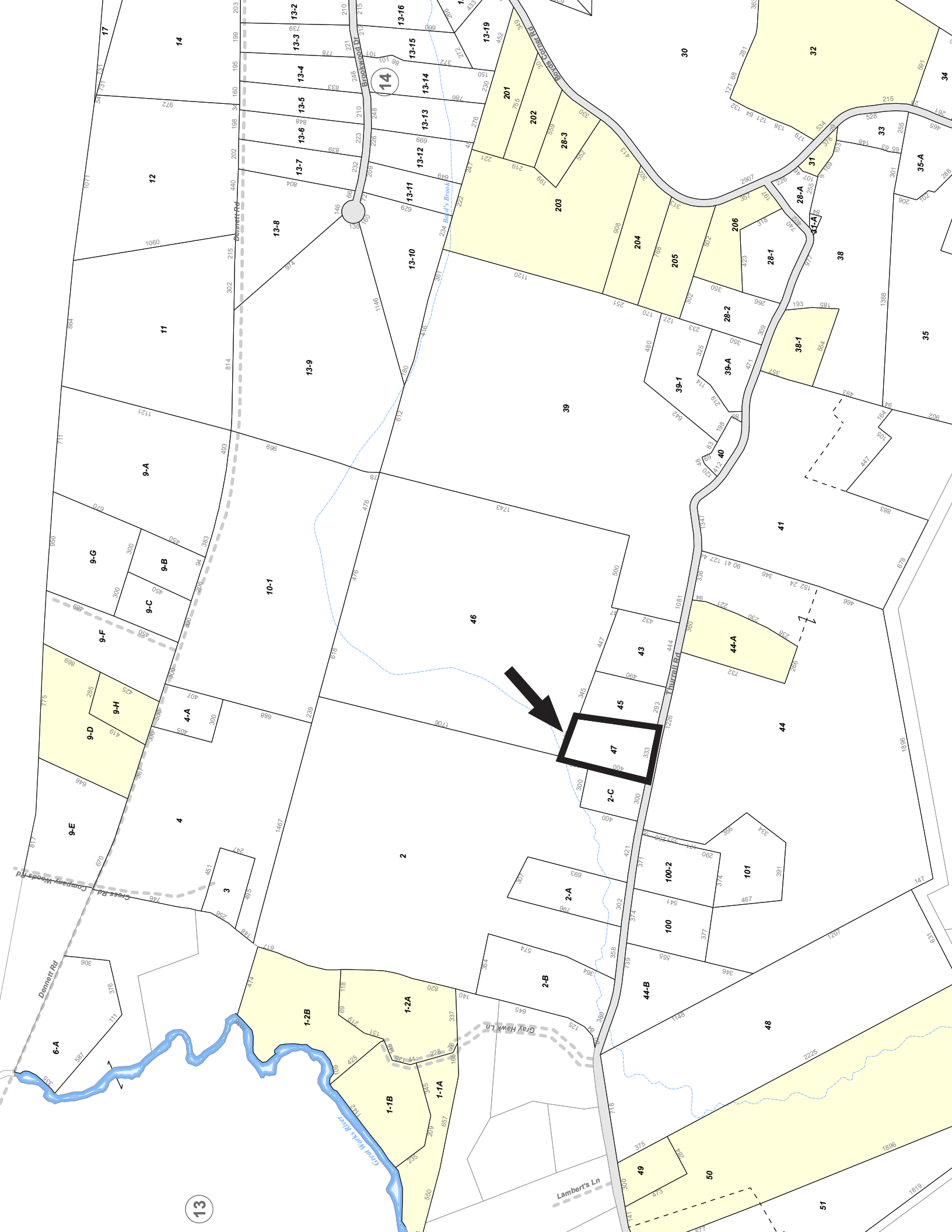
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## TERMS & CONDITIONS

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

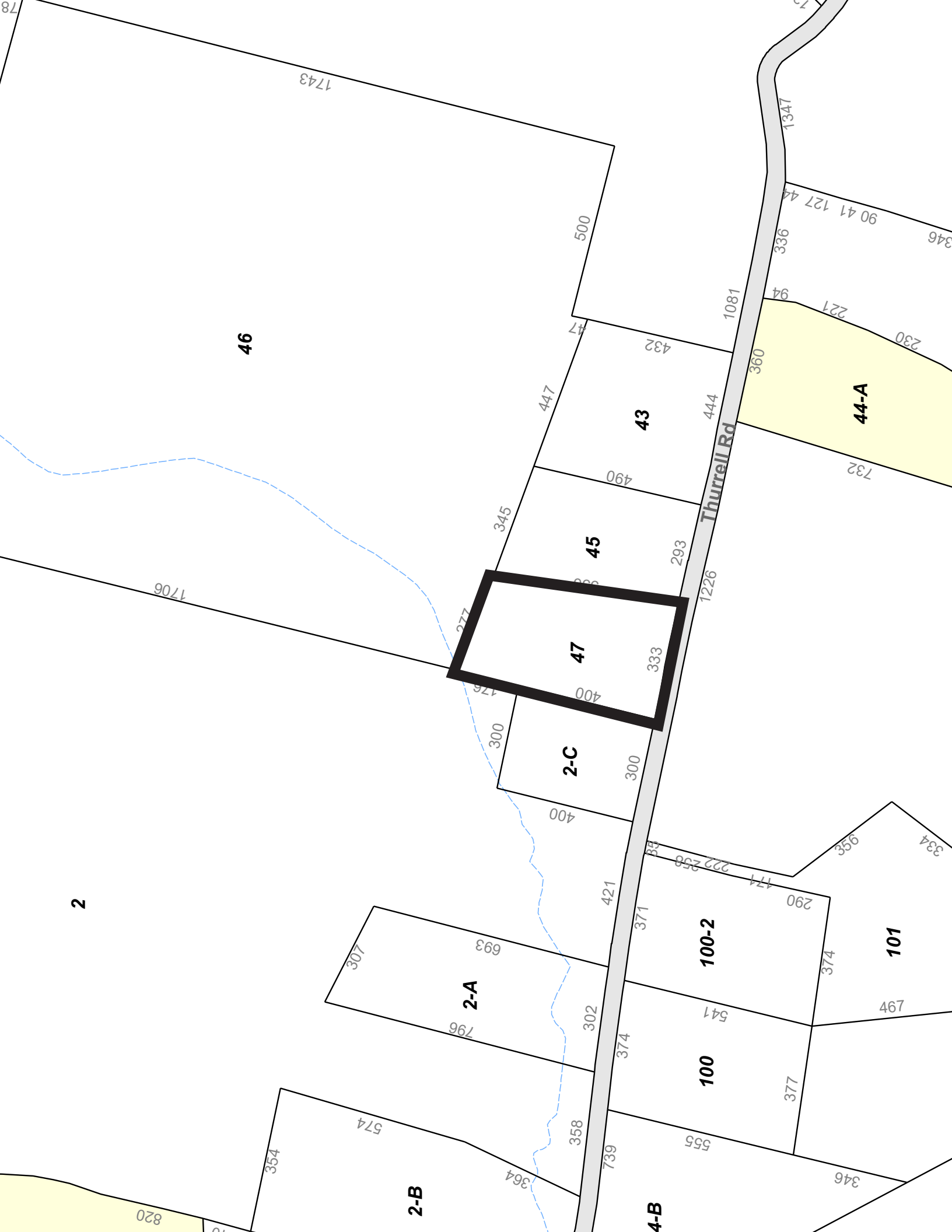
- All announcements made at the time of the auction will take precedence over any previous statements either printed or oral.
- The Mortgagee reserves the right to, at any time prior to the conclusion of the auction, adjourn, recess, continue, delay, or cancel the sale.
- It is the responsibility of the Bidder to review the Terms & Conditions of the auction and the Purchase & Sales Agreement / Memorandum of Sale 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 any and 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 cannot 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.



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KAY, ROGER A  
 KAY, CARLENE  
 PO BOX 563  
 SOUTH BERWICK ME 03908  
 B8582P188

Property Data		Assessment Record			
Year	Land	Buildings	Exempt	Total	
2017	107,200	128,700	26,000	209,900	
2018	107,200	128,700	26,000	209,900	
2019	103,700	143,600	26,000	221,300	
2020	114,100	151,300	31,000	234,400	
2021	128,800	162,300	31,000	260,100	
2022	141,500	171,300	31,000	281,800	
2023	148,600	210,000	31,000	327,600	
2024	169,800	236,700	0	406,500	

Land Data	
Type	Influence Codes
11.Regular Lot	1.Wetland or Led
12.Delta Triangle	2.Excess Frtg
13.Nabia Triangle	3.Topography
14.Rear Land	4.Size/Shape
15.Open Space	5.Access
	6.Restrict/Esmt/
	7.Cor/Loc/Use/Va
	8.View/Wtrfnt
	9.Fract Share
	Acres
	30.Rear 21+
	31.Crop Land
	32.ORCHARD
	33.GRAVEL PIT
	34.Pasture 1
	35.Horticultural
	36.Horticultural
	37.Softwood
	38.Mixed Wood
	39.Hardwood
	40.Wasteland
	41.LUTILITY ROW
	42.Mobile Home Si
	43.Condo Site
	44.PAVING
	45.CAMP LOT
	46.STTE IMPROVEME

Front Foot		Effective		Influence	
Type	Square Feet	Frontage	Depth	Factor	Code
16.Regular Lot					
17.Secondary Lot					
18.Excess Land					
19.Condominium					
20.PAVEMENT					
<b>Square Foot</b>		<b>Acres/Sites</b>			
21.Homesite (Frac		1.00	100	%	0
22.Vacant Lot (Fr		2.90	100	%	0
23.NON CONFORMING					
<b>Acres</b>					
24.Homesite					
25.Baselot					
26.Frontage 1					
27.Frontage 2					
28.Rear Land 1-10					
29.Rear Land 11-2					
<b>Total Acres</b>		<b>3.90</b>			

Sale Data	
Sale Date	Price
12/01/1997	118,900

Utilities	
1-3	4-6
4.Drilled Well	5.Septic
7.WtrSept	8.Gas
9.None	

Inspection Witnessed By:	
No./Date	Description

Notes:  
 KRT - DE MI - 12/11/2024 SOME REAR MISSING SIDING .  
 CARPET AND VINYL FLOORS  
 12/2024 CLERKS CERTIFICATE OF FORECLOSURE BK 19573  
 PG 561 & CONSENTED TO JUDGEMENT OF FORECLOSURE  
 AND SALE - BK 19574 PG 499, BK 19402 PG 244  
 2006 for farmers porch  
 gas fireplace

**South Berwick**

NOTICE OF PUBLIC FORECLOSURE SALE  
Pursuant to 14 M.R.S.A. § 6323

By virtue of and in execution of a Consented-To Judgment of Foreclosure and Sale dated November 3, 2024, entered in the York County Superior Court, York County, Civil Action Docket No. ALFSC-RE-2024-16 on November 6, 2024, in an action brought by Piscataqua Savings Bank, Plaintiff, against Richard E. Bridges, Esq., Special Administrator of the Estate of Roger A. Kay, Defendant for the foreclosure of a mortgage dated June 15, 2005, and recorded in the York County Registry of Deeds at Book 14498, Page 543 the one hundred-twenty (120) day redemption period having elapsed without redemption, notice is hereby given that there will be sold at a public sale the property located at 95 Thurrell Road, South Berwick, York County, Maine, on May 8, 2025, at 9:30 am, at 95 Thurrell Road, South Berwick, Maine, all and singular the premises described in said mortgage. Said mortgage is subject to a Partial Release of Parcel 2 dated May 23, 2007, and recorded in said Registry of Deeds at Book 15178, Page 422.

Information regarding this property may be directed to: Stephen Bennett of Bennett and Moore Auctioneers and Appraisers at (603) 502-7457 or [sbennett999@gmail.com](mailto:sbennett999@gmail.com).

**TERMS OF SALE:** Any and all persons wishing to bid for the real estate must, prior to the time of the auction, make a deposit. The amount of the deposit required in order to make any bid shall be \$5,000.00. All deposits shall be made in cash or certified or bank cashier's check in U.S. Funds, made payable to Piscataqua Savings Bank (deposited with Attorney Flagg as a qualification to bid), with the balance due and payable within thirty (30) days upon presentation of a conveyance deed.

Bidders shall, prior to the start of the auction, register and sign a bidding contract available at the auction. Absentee bids will not be accepted. Bidding and acknowledgment of bids will be by number only. Piscataqua Savings Bank reserves the right to bid without making the required deposit and may pay for the real estate in the event that it is the successful bidder with a credit against indebtedness owed by the borrowers. Unsuccessful bidders shall receive a refund of their deposit. As to a successful bidder, the deposit shall be non-refundable and it will be credited to the purchase price. The successful bidder for the real estate will be required to sign a Purchase and Sale Agreement at the conclusion of the auction. The balance of the purchase price shall be due and payable thirty (30) days after the date of the auction, upon presentation of the Deed. Real estate shall be conveyed by Quitclaim Deed Without Covenant.

The property shall be sold on an AS IS and WHERE IS basis without any warranties whatsoever as to the condition of the property and shall be sold subject to and without limitation to any and all provisions of the municipal zoning ordinance, state and federal land use regulations, local taxes, and the mortgagee makes no warranties, express or implied whatsoever, as to the condition of title or any other matters affecting the property.

Piscataqua Savings Bank expressly reserves the right, in its sole discretion, to modify and/or add terms and conditions pertaining to the sale of the real estate. Final terms and conditions pertaining to the sale of the real estate including additions to and modifications of the above terms and conditions will be announced at the time of the sale.

Respectfully submitted,  
Piscataqua Savings Bank,  
By its Attorneys,  
FLAGG LAW, PLLC

By: \_\_\_\_\_  
Jonathan M. Flagg, Esquire  
Maine Bar No. 3766  
93 Middle Street  
Portsmouth, NH 03801  
(603) 766-6300  
[jflagg@flagglawfirm.com](mailto:jflagg@flagglawfirm.com)

Dated: March \_\_, 2025

**MEMORANDUM OF SALE BY FORECLOSURE**

(Foreclosure of Mortgage)

Date: May 8, 2025.

South Berwick, Maine

I hereby acknowledge to have this date purchased Mortgagee's Sale at Public Auction for the sum of \$ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), a certain parcel of land with the buildings thereon situated at 95 Thurrell Road, South Berwick, County and State of Maine described in Notice of Mortgagee's Sale hereto attached and I agree to comply with the terms of the sale as therein stated and with the additional terms as stated by the Auctioneer and hereto annexed, having paid into the hands of the Auctioneer the sum of Five Thousand Dollars (\$5,000.00) in accordance with the terms of sale. I hereby agree to forfeit said sum to the Mortgagee should I fail to comply with the remainder of the terms.

The balance of the purchase money is to be paid in cash or certified bank check in accordance with the terms of the sale within 30 days of the date of this contract or when the Mortgagee's counsel advises that the deed to the buyer is ready for delivery to purchaser, whichever is later.

I further agree to pay all of the transfer taxes, and all recording fees incurred as a result of this conveyance.

I have read the above and agree to be bound by it and other terms of sale as well as the additional terms which are attached to this Memorandum.

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Social Security Number

The above sale is hereby confirmed.

\_\_\_\_\_  
Auctioneer or Attorney

## ADDITIONAL TERMS

1. The successful bidder shall be required to execute a Memorandum of Sale upon acceptance of the bid.
2. The successful bidder shall deposit the required deposit with the Auctioneer which deposit shall be forfeited if, after the premises are sold to him, the bidder shall refuse to execute a Memorandum of Sale, or if, after signing, the bidder does not perform his part of the agreement. In case of forfeiture, the deposit shall become the property of the seller and such forfeiture by the purchaser shall not release him from his agreement. The mortgagee reserves the right to sell to the next highest bidder or bidders, at its option in the event that the buyer at the foreclosure sale should fail to consummate the purchase.
3. No adjustment shall be made for real estate taxes, assessments, or other municipal charges, liens, or claims in the nature of liens up to the date of delivery of the deed.
4. The title to the premises shall be that which was conveyed by mortgage deed to the mortgagee, and the purchaser shall take title to the premises by the usual deed under power.
5. CLOSING COSTS: Buyer shall pay Seller's counsel, Flagg Law, PLLC, a closing fee of \$350.00 at closing for preparation of seller's documents.
6. The premises shall be conveyed subject to any tenants in occupancy and subject to any leases, if any, affecting said premises.
7. No representation is made by the mortgage holder, what, if any, the monthly rental income from such tenancies.
8. Said premises shall be sold and conveyed without representation or warranty as to their condition, construction, or fitness for habitation, or whether they conform to applicable state or local building and sanitary codes.
9. No warranty is made as to status of title.
10. If the debtors reinstate anytime up until the moment that the auctioneer/attorney announces that the property is sold, the sale is void whether or not the reinstatement is announced at the sale.
11. Failure of any bidder to consummate the sale shall constitute an assignment of the purchase and sales agreement to the next highest bidder for the amount of their bid, at the sole option of the mortgagee.