

SIMOND & OAKES

AUCTIONEERS & APPRAISERS LLC

BOSTON – WORCESTER – MASSACHUSETTS – NEW ENGLAND

MEMORANDUM OF SALE

At the public auction the premises described therein have been sold to the undersigned Purchaser for

\$ _____ *(Enter Sale Price here)*

who has made the required deposit and agrees to pay the balance to Joseph Anastasi and Paul Anastasi dated ***(AUCTION SALE DATE ENTERED HERE)***, as amended., herein after called Sellers according to the terms of said notice. The balance of the consideration shall be paid in cash, certified check or bank cashier's check within thirty (30) days of the date hereof at a location to be determined by the Seller. The foregoing terms of payment and delivery may only be varied by mutual agreement of the Purchaser and Seller, in writing.

The signing of this Memorandum of Sale and delivery of a copy of same to the Purchaser shall bind both Purchaser and Sellers. This Memorandum of Sale shall constitute the entire agreement of the parties hereto, subject, however to the "Terms and Conditions" of the Auction as have been announced at the beginning of this sale, which Terms and Conditions are hereby incorporated by reference.

Inaccuracy of the description of the premises as to bounds, area, buildings, taxes, encumbrances, and known and unknown defects SHALL NOT BE REASON FOR FAILURE ON THE PART OF THE PURCHASER TO COMPLETE THE SALE. The Purchaser will consider these premises as sufficiently described if such offering is indicated by number if that is the only description available at the time of this auction. Verbal qualification by Simond & Oakes Auctioneers & Appraisers LLC, herein after called Auctioneers or their respective agents SHALL NOT INVALIDATE nor become part of this sale as THE PURCHASER HAS EXAMINED TO HIS/HER SATISFACTION THE LISTED PREMISES.

The premises, as described in a deed recorded with the Worcester County Registry of Deeds in Book 37187 Page 395 situated at 12 McKinstry Drive Oxford, MA 01540 are sold subject to any outstanding mortgages, restrictions, orders of conditions, easements, improvements, outstanding tax titles, municipal or other public taxes, assessments, federal or state tax liens, other liens, or claims in the nature of liens and existing encumbrances of record created prior to the mortgage, if there be any, including, without limitation, those encumbrances and liens specifically set forth in the attached printed notice of sale; outstanding water bills water liens and water taxes, if any; violations, if any, of the State Sanitary Code or any other Federal, State or local statute, public health rule, regulation or requirement; restrictions and rights of way insofar as same may be in force and effect.

The premises are sold in "as is" condition, subject to all known and unknown defects, with no representation or warranty of any kind including, without limitation, any warranty or representation as to construction, fitness for habitation or condition. The premises are sold subject to the present occupancy of the premises, if any.

The Purchaser shall be responsible for payment for any title search described by the Purchaser. The Purchaser shall be responsible and shall pay for all deed stamps and recording charges associated with this sale.

In the event the Sellers cannot convey title as stipulated or otherwise perform its obligations hereunder, the deposit shall be refunded and all rights hereunder shall cease and this agreement shall be null and void without recourse to any party hereto.

No personal property of any kind is included in this sale.

The sale is not complete until the successful bidder has executed this Memorandum of Sale and made the required deposit which shall be forfeited if the successful bidder does not perform the successful bidder's part of all of the terms and conditions of sale set forth herein. Failure of the successful bidder to execute this Memorandum of Sale or to comply in any way with the provisions hereof shall constitute a default hereunder and shall entitle the Sellers to retain the deposit. The Purchaser hereby guarantees performance of the amount bid and entered on this Memorandum of Sale.

Executed as a sealed instrument this _____ day of _____, 2017.

Sale Price \$ _____

Deposit Received \$ _____

Balance Due \$ _____

Joseph Anastasi and Paul Anastasi - Sellers

Purchaser-Signature

Purchaser-Printed Name

Purchaser Information:

Social Security No./

Federal Tax I.D. No: _____

Address: _____

City/Town: _____

Phone: _____

Jay Beard-Auctioneer-Witness

Robert Oakes-Auctioneer-Witness