

SALE & PURCHASE AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT

Received from _____ (Purchaser's Full Name)

_____ (S.S.#) of _____

(Address) the sum of _____

(\$ _____), with the deposit being 10% of the sale price (the "Deposit") and other

valuable consideration, on account of the purchase of the following land and premises owned by the Ronnie and Linda Bennett (Sellers), located at 1990 Main Street, in the Town of Cavendish, County of Windsor hereto, (the "Property"), State of Vermont, See SCHEDULE A, attached.

It is hereby agreed that purchaser shall purchase, and Sellers shall transfer the property in accordance with the following terms and conditions:

1. The sum of _____ (\$ _____), PLUS TEN PERCENT (10%) Buyers Premium of _____, (\$ _____) to equal the Total Purchase Price of _____, (\$ _____), U.S. Funds, High Bid and Total Purchase Price; with the proceeds being distributed in order of the liens at the closing, if any.
2. The Deposit will be held by the Thomas Hirschak Company. The Deposit will be held by the Thomas Hirschak Company in its auction account, which is interest-bearing. Buyer acknowledges and agrees that the interest which will be earned on the deposit is de Minimis; and that said interest shall be deemed and considered as earned by and due to the Thomas Hirschak Company solely for undertaking the fiduciary obligations associated with holding the deposit.
3. Transfer of title to the property shall be by Warranty Deed.
4. The closing shall be conducted on or by August 27, 2021, that date being thirty-one days (31) days from date of auction (the "Closing Date"), at such place as mutually agreeable by the parties, unless otherwise extended by mutual agreement of the parties. The term "closing" in this agreement is the settlement of the obligations of Sellers and Purchasers to each other under this agreement. Closing includes the payment of the purchase price to Sellers and the delivery to Purchaser of a Vermont Warranty Deed, conveying marketable title to the Property, in the proper statutory form for recording to transfer ownership to the Property. Payment of the balance of the purchase price is due at closing and is to be paid in certified check, cashier's check, or confirmed wire transfer to the trust account of Purchaser's counsel for distribution to Sellers.
5. In the event the purchaser shall fail to pay the balance of said purchase price on the Closing Date, Sellers may either retain all of the deposit money, as agreed and as liquidated damages, or may pursue its rights to all legal and equitable remedies provided by law.
6. THERE IS NO FINANCING OR PROPERTY INSPECTION CONTINGENCIES TO THE PURCHASE OF THE PROPERTY.

7. The property is sold conveying insurable title but subject to all laws, ordinances and governmental regulations (incl. building and zoning ordinances and zoning, building, land use, and environmental permits) affecting the real property, and easements and restrictions of record, if any. No representations are made as to boundaries or acreage.
8. Purchaser shall pay any costs incident to searching the title to the Property, should Purchaser desire to search the title, Purchaser shall examine, or have examined, the title in advance of the sale and shall pay any property transfer tax due. Sellers shall have thirty (30) days to remedy any defects in title.
9. Purchaser shall pay any property transfer tax due.
10. Real estate taxes, utilities and municipal charges will be prorated as of the date of closing.
11. Purchaser states that, in entering into this Agreement, he is not relying on any representations made by Sellers or Sellers' Agent, but, rather, is relying solely on his 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 real 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.

Sellers do not make, and have not made, any warranties or representations concerning the environmental condition of the premises to be conveyed herein. This agreement and any subsequent conveyance are subject to this disclaimer. The subject property is sold in 'AS IS' condition and purchaser agrees to accept same in its present condition, without representation or warranty of fitness for any particular use.

12. Sellers 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 are not restored to their present condition by the date set for closing, Purchaser may either cancel this agreement upon written notice to Purchaser and the Escrow Agent shall return the deposit to Purchaser and neither party shall have any further rights or liabilities under this agreement or Purchaser may take title to the Property, and receive the benefit of all insurance monies recovered on account of such damage.
13. Sellers and Purchaser agree that Thomas Hirchak Company as Auctioneers/Brokers of Sellers and the Administrator brought about this sale and that Thomas Hirchak Company acted solely as an AGENT of Ronnie and Linda Bennett in this transaction. Each party agrees to indemnify and hold harmless the other for all claims or demands of any other real estate agent or broker claiming by, through, or under such party. This indemnification shall also include payment of costs and attorneys' fees incurred by a party in defense of a claim for such real estate commissions or fees.
14. Possession and occupancy of the premises, shall be given to the Purchaser at the time of closing.
15. The parties agree that, with respect to the performance of their respective obligations hereunder, time is of the essence.

16. This agreement shall benefit and bind both the Sellers and Purchaser and their respective heirs, executors, administrators, successors and assigns.

17. The personal property that is being conveyed herein is listed on Schedule B. The personal property is sold in AS-IS condition.

IN WITNESS WHEREOF, the Purchaser(s) have executed this agreement at Cavendish, Vermont, this 27th day of July, 2021.

IN THE PRESENCE OF:

Witness

Purchaser

Witness

Purchaser

IN WITNESS WHEREOF, the have executed this agreement at Cavendish, Vermont, this 27th day of July, 2021.

IN THE PRESENCE OF:

Witness

Ronnie Bennett

Witness

Linda Bennett

Schedule A

Property Description from Deed filed February 27, 1996

Being all and the same lands and premises conveyed to Joseph M. Allen by Quit Claim Deed of Sandra J. Allen Bosbach dated May 26, 1993 and recorded at Book 48, Pages 42-44 of the Cavendish Land Records and in said deed described as follows:

"Being all and the same lands and premises conveyed to Joseph M. Allen and Sandra J. Allen by the Warranty Deed of Paul J. Sherwood and Elizabeth A. Sherwood dated July 1, 1986, recorded in Book 41, at Page 170 of the Cavendish Land Records WARRANTY DEED and in said deed described as follows:

"Being all and the same lands and premises as were conveyed to Paul Sherwood and Elizabeth Sherwood by Warranty Deed of Richard C. Govotski and Hazel P. Govotski, dated August 19, 1985 and recorded August 20, 1985 at Book 40, Page 421 of the Cavendish Land Records, and in said deed described as follows:

"Being all and the same lands and premises conveyed to Richard C. Govotski and Hazel P. Govotski by warranty deed of Antoni Janowski and Emily Janowski dated November 10, 1981 and recorded November 13, 1981 in Book 38 at Page 328 of the Cavendish Land Records and in said deed described as follows:

"Being two parcels described as follows:

"Parcel 1: All and the same lands and premises conveyed by Anna G. Percy to Antoni Janowski by deed dated July 12, 1946 and recorded in the Land Records of the Town of Cavendish in Book 28, Page 530 and described as follows:

"The so-called West Store property situated in Cavendish Village, said premises are all and the same land and premises deeded to the said Anna G. Percy by Emma L. West by warranty deed dated December 23, 1935 and recorded in Volume 27, Page 326 of the Cavendish Land Records. Reference is had to said deed and to the Land Records of the Town of Cavendish for a more complete description.

"Parcel 2: All and the same lands and premises conveyed by Antoni J. Janowski by deed of the Town of Cavendish dated April 27, 1959 and recorded in the Land Records of the Town of Cavendish in Book 31, Page 43 and described as follows:

"Being a portion of the same lands and premises conveyed to the Town of Cavendish by Frederick W. Whipple by deed dated June 18, 1883 and recorded in Book A, Page 669 of the Cavendish Land Records. The parcel of land herein conveyed is more particularly described as follows:

"Beginning at the northeast corner of land formerly owned by William Quirk, it being the northeast corner of land lately conveyed by Redfield Proctor, as a monument lot by his deed bearing date the 9th day of May A.D. 1883 and recorded in Book A, Page 655 of Cavendish Land Records; and running, south 11 1/2 degrees west 77 feet, thence south 78 1/2 degrees east 27 1/3 feet, thence north 11 1/2 degrees east 77 feet to the south side of the highway leading from Duttonsville to Proctorsville, so-called, in said Cavendish, thence westerly in the south line of said highway 27 feet to the place of beginning.

"Being part of the land outlined on a map recorded in Volume 30, Page 461 of the Cavendish Land Records. Said map carrying the name: Transit survey of the Woolen Mills owned by Gay Brothers Co., and signed by L.G. Basso, Engineer and dated April 24, 1951.

"This conveyance is subject to the rights conveyed to F. C. Huyck & Sons, said deed dated the 14th day of December 1957 and recorded in Book 30, Page 444 of the Cavendish Land Records. Emily Janowski joins in this conveyance for the purpose of any homestead interest she may have in said premises.

"Antoni Janowski and Antoni J. Janowski are one and the same person."

Property Description from Corrective Deed filed November 18, 2008

Being all and the same lands and premises conveyed to Joseph M. Allen and Sandra J. Allen by the Warranty Deed of Paul J. Sherwood and Elizabeth A. Sherwood dated July 1, 1986 and recorded in Book 41, Page 170 of the Cavendish Land Records and in said Deed described as follows:

"Being all and the same lands and premises as were conveyed to Paul Sherwood and Elizabeth Sherwood by Warranty Deed of Richard C. Govotski and Hazel P. Govotski, dated August 19, 1985 and recorded August 20, 1985 at Book 40, Page 421 of the Cavendish Land Records, and in said deed described as follows:

"Being all and the same lands and premises conveyed to :Richard C. Govotski and Hazel P. Govotski by warranty deed of Antoni Janowski and Emily Janowski dated November 10, 1981 and recorded November 13, 1981 in Book 38 at Page 328 of the Cavendish Land Records and in said deed described as follows:

"Being two parcels described as follows:

Parcel 1: All and the same lands and premises conveyed by Anna G. Percy to Antoni Janowski by deed dated July 12, 1946 and recorded in the Land Records of the Town of Cavendish in Book 28, Page 530 and described as follows:

"The so-called West Store property situated in Cavendish Village, said premises are all and the same land and premises deeded to the said Anna G. Percy by Emma L. West by warranty deed dated December 23, 1935 and recorded in Volume 27, Page 326 of the Cavendish Land Records. Reference is had to said deed and to the Land Records of the Town of Cavendish for a more complete description.

Parcel 2: All and the same lands and premises conveyed by Antoni J. Janowski by deed of the Town of Cavendish dated April 27, 1959 and recorded in the Land Records of the Town of Cavendish in Book 31, page 43 and described as follows:

"Being a portion of the same lands and premises conveyed to the Town of Cavendish by Frederick W. Whipple by deed dated June 18, 1883 and recorded in Book A, Page 669 of the Cavendish Land Records. The parcel of land herein conveyed is more particularly described as follows:

"Beginning at the northeast corner of land-formerly owned by William Quirk, it being the northeast corner of land formerly conveyed by Redfield Proctor as a monument lot by his deed bearing date the 9th day of May A.D 1833 and recorded in Book A, Page 655 of Cavendish Land Records; and running, south 11 1/2 degrees west 77 feet, thence south 78 1/2 degrees east 27 1/3 feet, thence north 11 1/2 degrees east 77 feet to the south side of the highway leading from Duttonsville to Proctorsville,

so-called, in said Cavendish, thence westerly in the south line or said highway 27 feet to the place of beginning.

"Being part of the land outlined on a map recorded in volume 30, Page 461 of the Cavendish Land Records. Said map carrying the name; Transit survey of the Woolen. Mills owned by Gay Brothers Co., and signed by L.G. Basso, Engineer and dated April 24, 1951.

"This conveyance is subject to the rights conveyed to F. C. Huyck & Sons, said deed dated the 14th day of December 1.957 and recorded in Book 30, Page 444 of the Cavendish Land Records. Emily Janowski joins in this conveyance for the purpose of any homestead interest she may have in said premises.

"Antoni Janowski and Antoni J. Janowski are one and the same person."

Reference is made to the Quit Claim Deed of Sandra J. Allen Bosbach to Joseph M. Allen dated May 26, 1993 and recorded at Book 48, Pages 42-44 of the Cavendish Land Records.

The purpose of this deed is correct the deed description as contained in the Warranty Deed of Joseph M. Allen to Ronnie C. Bennett and Lynda M. Bennett dated February 26, 1996 and recorded in Book_, Page ___ of the Cavendish Land Records to release any and all remaining interest of Joseph Allen in said property.

Schedule B

Star Countertop Display Warmer
M3 Turbo Air 48" Prep Unit
Frymaster Fryolater
24" Garland Range
24" Radiance Flat Top Grill
Bunn CW Series Coffeemaker
Delecto Portion Scale
Gold Medal Popcorn Machine
Casio SE-S800 Cash Register
Coors Neon Light
McCray 6' Deli Case
3 Bay Pod Sink
6 Sets of Wire Shelving
Gondola Shelving
8 door Reach In /Walk In Refrigerator
Curtis 5 Head Cappuccino Machine (PCGT5F10000)
Kubuta LA-One 30lb Scale
Globe 50 CL Slicer
Hobart A-200T Mixer
Fry Cutter
Sharp XE-A106 Cash Register
Belshaw Donut Dropper
Upright Freezer
2 Slide Top Ice Cream Display Freezers