



North End Condominium with Parking
23-1 Kane Street
Portsmouth, New Hampshire

Online-only Bidding Ends: Wednesday, July 10th at 1:00 p.m.

This delightful 3-bedroom, 2-bathroom condominium unit at **23-1 Kane Street** offers over 1,735± square feet of comfortable living space with a large backyard that's perfect for entertaining. One of only two units in the building, this first-floor unit boasts a private driveway and two decks overlooking the fully fenced backyard.

Step inside and be greeted by a beautifully updated kitchen featuring a center island, a wine fridge, stainless steel appliances, granite counters and a stylish tile backsplash. Large windows bathe the space in natural light and offer charming views of the flower garden. The adjoining living room boasts vaulted ceilings, a unique elevated woodstove, and custom-built bookshelves.

The primary bedroom features a decorative fireplace, tall ceilings, and a custom cherry wardrobe, providing a tranquil retreat. A decorative arch graces the dining room and office area, creating an elegant atmosphere. Two additional bedrooms and a ¾ bathroom are located down the hall, past the laundry, offering comfortable accommodations for family or guests. All of this is just a walk or very short Uber ride from Market Square.

Open House: Saturday, June 29th from 9:00 to 11:00 am Tuesday, July 2nd from 4:00 to 6:00 p.m. and Tuesday, July 9th from 9:00 to 11:00 a.m.



BID ONLINE

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DISCLAIMER: No warranty or representation, express or implied, is made by our client, their legal counsel, Paul McInnis LLC or any person providing this information to any party concerning the completeness or accuracy of the information. The information has been obtained from sources deemed reliable. While we do not doubt the accuracy, we have not verified it and make no guarantee, warranty or representation about it. Any projections, opinions, assumptions or estimates used are for example only and do not represent the current or future performance of the property. It is the potential offeror's responsibility to independently verify the accuracy and completeness of the information. Each person who accepts these materials assumes full responsibility for investigating, evaluating, and making all other appropriate inquiries regarding this property. By accepting this information, each person releases our client, their legal counsel and Paul McInnis LLC from any responsibility or liability arising from this information concerning the property.

SUGGESTED DUE DILIGENCE CHECKLIST

23-1 Kane Street, Portsmouth, NH

BIDDING OPENS: **Monday, July 8th at 9:00 a.m.**

BIDDING ENDS: **Wednesday, July 10th at 1:00 p.m.**

ITEMS TO COMPLETE –

- Review the General Terms & Conditions
- Review the Property Information Package
- Review the Purchase & Sale Agreement
- Sign up to bid online at auction.paulmcinnis.com/auctions [click here](#)
- Complete & return the Bidder Registration Form which is the last page of this package.

If you would like to complete the Bidder Registration Form electronically, contact admin@paulmcinnis.com and the form will be sent to you through Dotloop.

- Provide Bidder Deposit by check or E-check
- Contact the Auctioneer with any questions justin@paulmcinnis.com



GENERAL TERMS & CONDITIONS

AGENT OF THE TRUSTEE: Paul McInnis LLC is acting solely as an Agent of the Trustee.

BIDDER REGISTRATION: In order to bid online, any prospective bidder must first request and review a property information package. The next step is to create an online bidding account at auction.paulmcinnis.com/auctions. Finally, submit your executed Bidder Registration Form with the required Bidder Deposit to the Auctioneer.

The Bidder Registration Form can be found on the last page of the property information package. It can be hand delivered, mailed or emailed to the office of the Auctioneer at 1 Juniper Road, North Hampton, NH 03862. It can be emailed to admin@paulmcinnis.com or sent electronically through Dotloop. To use Dotloop, send your request to admin@paulmcinnis.com.

BIDDER DEPOSIT: At the time of registration, you will be required to deliver your refundable Bidder Deposit of \$10,000 either by physical check or E-check. By registering to bid you understand and agree that if you are not the successful bidder, this deposit will be returned to you. If you are the successful bidder and you fail to comply with the terms of the auction (specifically signing the Real Estate Purchase & Sale Agreement and delivering the required earnest money deposit by Thursday, July 11th at 1:00 p.m.) you hereby authorize the Auction Company to retain your \$10,000 Bidder Deposit as a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$10,000 U.S. dollars.

To deliver the Bidder Deposit by physical check, you may deliver the \$10,000 Bidder Deposit to our office or at an open house. To deliver your Bidder Deposit by E-check you will do so through EARNNEST. **EARNNEST** is a digital payment platform, and a link can be found either on the Auctioneer's website or by request of the auctioneer at admin@paulmcinnis.com. Once your Bidder Registration Form and Bidder Deposit have been received, your online bidding account has been created, and Paul McInnis LLC has determined that you have met all the requirements, a bidding number will be provided to you.

Please note that Paul McInnis LLC will make our best effort to respond to your request within three hours during normal business hours of Monday through Friday from 8:30 a.m. to 4:30 p.m. EST. The Bidder Registration Form and Bidder Deposit should be received by the Auctioneer no later than 24 hours prior to the close of bidding. The Auctioneer in his sole and absolute discretion reserves the right to decline a bidder if all requirements have not been met prior to the 24-hour deadline.

RETURN OF BIDDER DEPOSIT: Unsuccessful bidder deposits will be returned to the bidder by U.S. Mail or through EARNNEST.

ONLINE BIDDING: The bidding will open on Monday, July 8th at 9:00a.m. and the bidding will end on Wednesday, July 10th at 1:00 p.m. subject to **extended bidding**. Bid increments are shown on the bidding portal. It is the bidder's responsibility to ensure the accuracy and timeliness of their bid(s). Bidders are encouraged not to wait until the last minute to place a bid. Online bidding is subject to technical difficulties that can develop at any time. Please be aware that you must manually type in your bid prior to placing your bid. Any activity from bidders will extend the bid. Events such as increasing your maximum bid even without placing a bid will trigger this event.

TIMED AUCTION EXTENDED BIDDING: A timed auction event refers to the opening and ending time for placing bids. When a bid is placed within two minutes of the auction ending (12:58) the bid time window will extend for an additional two minutes. During that additional two-minute window if a bid is placed it will be extended again and so on. This is done to prevent bid "sniping." This process can go on indefinitely. Even though the auction is set to end at 1:00 p.m. the bidding could be extended to 2:00 p.m. or longer depending on the activity from the bidders.

DUE DILIGENCE: It is the bidder's responsibility to undertake their own due diligence and inspection of the property prior to placing any bids. A complete review of the property information package (with additional links) including the real estate Purchase & Sale Agreement Sample with your attorney is encouraged.

PROPERTY CONDITIONS: Except as expressly set forth in the real estate Purchase & Sale Agreement, if and when executed, the property is being sold "AS IS," "WHERE IS," and "WITH ALL FAULTS," as of the closing date. Neither the Trustee, Paul McInnis LLC nor any of their agents, contractors, attorneys, officers or directors ("agents") makes any representations or warranties with respect to the physical condition of the land or any improvements thereon, the property's fitness for any particular purpose, the property's merchantability, or any other warranty, express or implied.

The Trustee, Paul McInnis LLC and their agents specifically disclaim any warranty, guaranty, or representation, oral or written, past or present, express or implied concerning the land and any improvements thereon. Bidders are expected to undertake their own independent physical inspection of the property, and public records, and thorough review of all documents prior to submitting their bid(s) and to submit their bid(s) based solely on their own independent investigations and findings including



but not limited to bidders' own independent investigation of the uses, code compliance and land use regulatory approvals necessary for redevelopment and not in reliance on any information provided by the Trustee, Paul McInnis LLC or their agents.

BUYER'S PREMIUM: A 10% (Ten Percent) Buyer's Premium will be added to the successful Bid Price to become the Total Purchase Price. Example: \$Bid Price + 10% of \$Bid Price = \$Total Purchase Price due from the Buyer at Closing, less any Earnest Money Deposit.

SUCCESSFUL BIDDER: The successful bidder is defined as, that registered bidder who placed the highest bid as declared by the Auctioneer and the highest bid being acceptable to the Trustee. The successful bidder will be notified via email, as well as by telephone confirmation by the Auctioneer.

REAL ESTATE PURCHASE & SALE AGREEMENT: A copy of the agreement is included in the property information package. PLEASE REVIEW it carefully or have your attorney review it. The successful bidder is required to sign the real estate Purchase & Sale Agreement together with all Trustee disclosure forms without any changes or additional terms and deliver 10% of the total purchase price as the earnest money deposit to the office of the Auctioneer no later than Thursday, July 11th at 1:00 p.m. less the Bidder Deposit already received. Only the Buyer's Name, Bid Price, Buyer's Premium, Total Purchase Price, Earnest Money Deposit and the Balance Due Amount will be entered into the real estate Purchase & Sale Agreement.

EARNEST MONEY DEPOSIT: The successful bidder must tender a deposit in the amount of 10% of the total purchase price which is due no later than Thursday, July 11th at 1:00 p.m. less the Bidder Deposit already received. The earnest money deposit must be by wire, check or E-check payable to Paul McInnis LLC Escrow Account in U.S. funds.

SUCCESSFUL BIDDER DEFAULT: Should the successful bidder fail to execute the real estate Purchase & Sale Agreement and deliver the earnest money deposit in a timely manner as outlined in these general terms & conditions, said bidder will be deemed to be in default and hereby authorize the Auction Company to retain your \$10,000 bidding deposit as a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$10,000 U.S. dollars.

RESERVATION OF RIGHTS: The Trustee in their sole and absolute discretion may enter into a contract with the next highest bidder should the highest accepted bidder default. Sale is subject to confirmation of the Trustee. Trustee reserves the right to accept or reject the high bid. The Auctioneer in his sole and absolute discretion reserves the right to cancel, postpone, extend, or reschedule the auction. Auctioneer reserves the right to have one hour after the close of the auction to verify bids and to re-open the auction if there is any disruption caused by computer errors.

ADDITIONAL TERMS: Additional terms are included in the real estate Purchase & Sale Agreement. Any changes or amendments to these general terms & conditions and/or to the real estate Purchase & Sale Agreement will be communicated to any registered bidder via the email said bidder provided at registration.

BUYER BROKER PARTICIPATION INVITED: Please contact the auction company (admin@paulmcinnis.com) to request the MANDATORY REAL ESTATE BUYER BROKER PARTICIPATION REGISTRATION form prior to a prospect having contacted Paul McInnis LLC. The completed and signed form must be faxed or mailed such that it is received by the office of Paul McInnis LLC at the same time as the online bidding registration request form. If you have any questions, please contact Paul McInnis LLC at (603) 964-1301 or via email at: justin@paulmcinnis.com

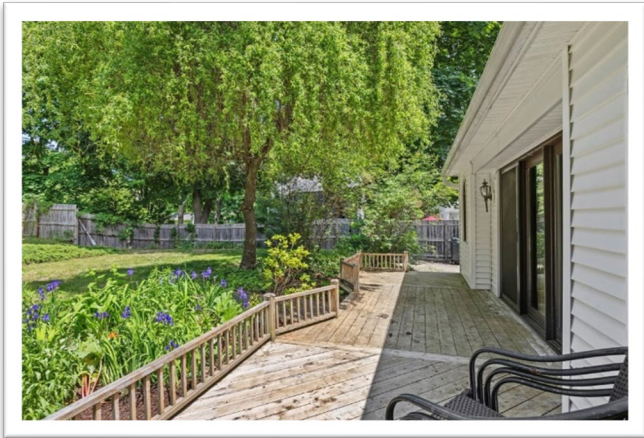


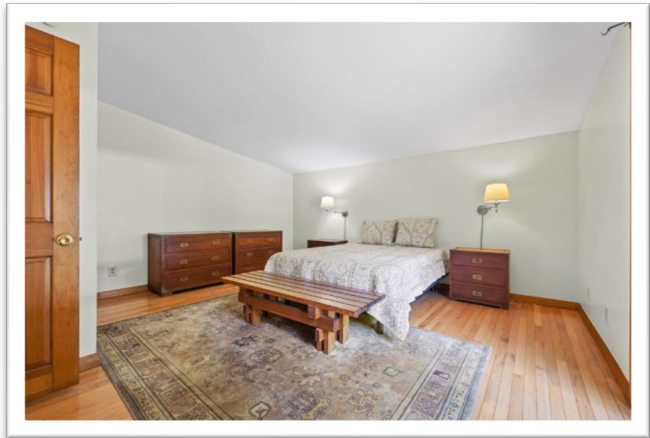
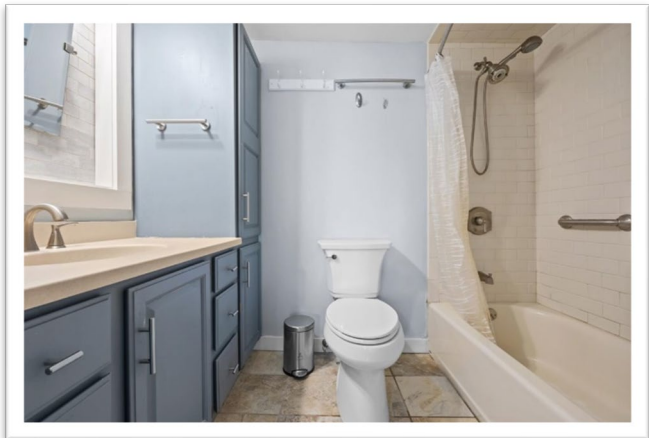
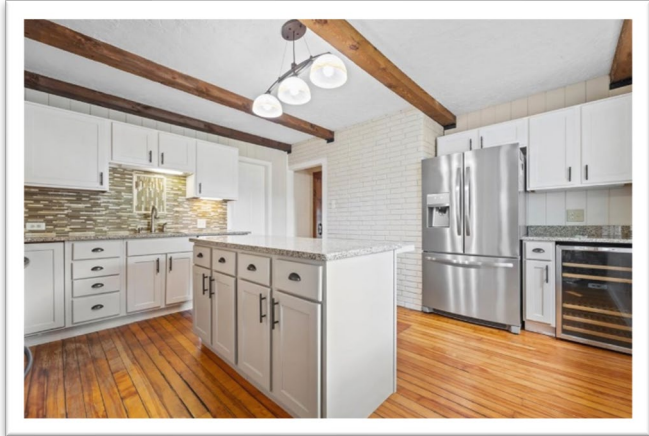
EXECUTIVE SUMMARY

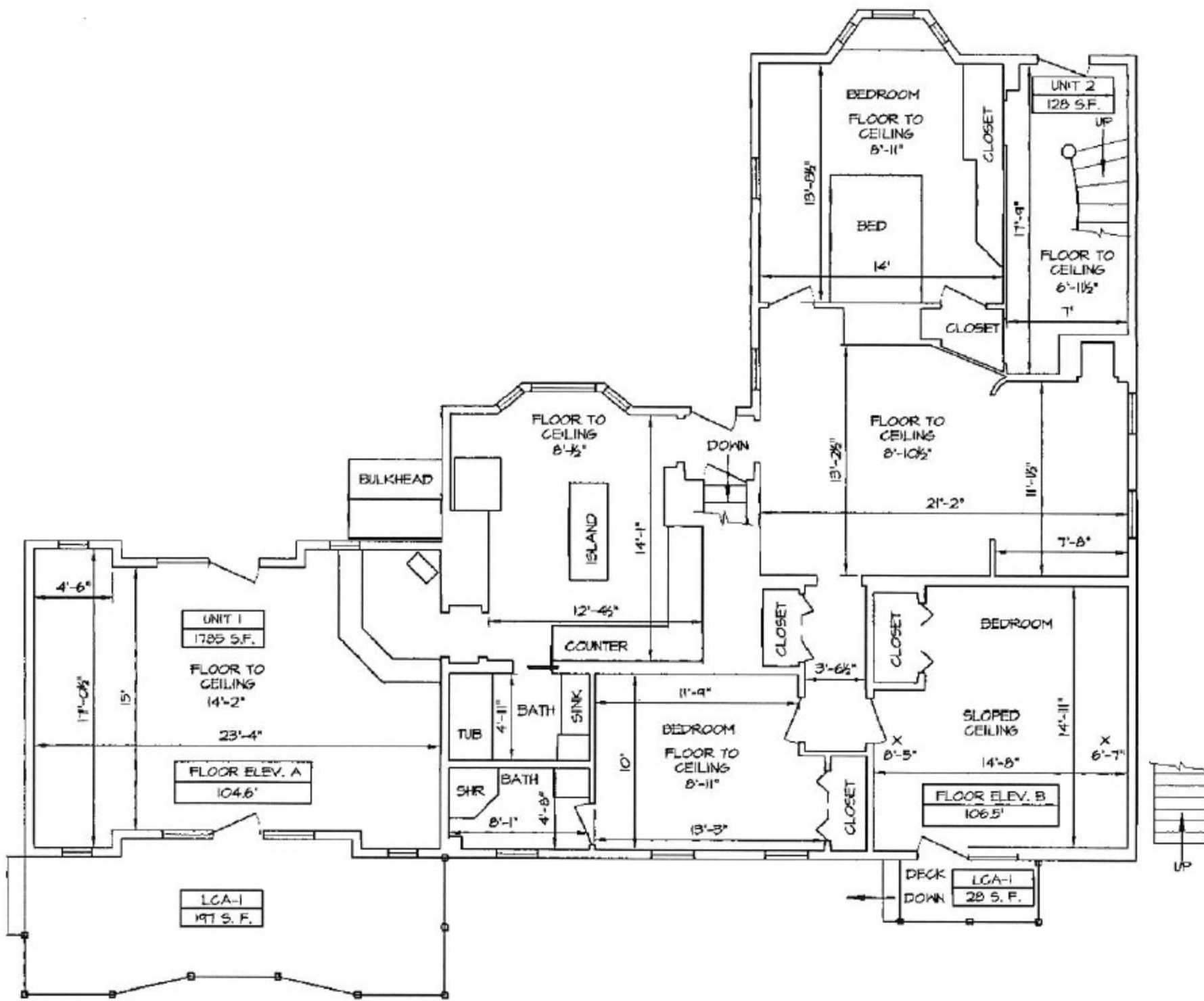
ADDRESS	23-1 Kane Street, Portsmouth, NH
TOWN REFERENCE	Map 142, Block 21, Lot 1
ROCKINGHAM COUNTY DEED REFERENCE	Warranty Deed - Book 5508, Page 2997
ASSESSED VALUE	\$453,700
2024 TAX RATE	\$16.13/\$1,000
2024 TAXES	\$7,318.18
UTILITIES	Water: Public Sewer: Public

TYPE	Condominium Conversion – Two-unit New Englander
YEAR BUILT	1875
LIVING AREA	1,735 sq. ft.
HEAT FUEL	Natural Gas
HEAT TYPE	Forced hot air
AIR CONDITION	Central
ELECTRIC	100 Amp
WATER HEATER	Gas 50-gallon
PLUMBING	Copper & PVC
CONDO FEE	\$300/month includes association dues

KITCHEN	12'4" x 14'1"
LIVING ROOM	23'4" x 17'
DINING ROOM	13'2" x 13'4"
OFFICE	11'1" x 7'8"
FULL BATH	4'11" x 8'1"
PRIMARY BEDROOM	14' x 13' 8"
BEDROOM 2	14'8" x 14'11"
¾ BATH	8'1" x 4'8"
BEDROOM 3	13'3" x 10'
BASEMENT	Partial, unfinished, common
REAR DECK	197 sq. ft.
REAR DECK 2	28 sq. ft.







FIRST FLOOR PLAN

Scale : 3/16"=1'-0"

CURRENT OWNER		TOPO	UTILITIES	STRT / ROAD		LOCATION	CURRENT ASSESSMENT				2229 PORTSMOUTH, NH						
TAYLOR PAULA REVOCABLE TRUST		1 Level	0 All Public	1 Paved	1 Urban	Description	Code	Appraised	Assessed	VISION							
TAYLOR PAULA TRUSTEE		8 Landscaped		8 2+ Off-St PKG		RESIDNTL	1020	453,700	453,700								
23 KANE ST UNIT 1		SUPPLEMENTAL DATA				Total		453,700	453,700								
PORTSMOUTH NH 03801		Alt Prcl ID 0142-0021-0001-0000 OLDACTN 51270 PHOTO WARD PREC. 1/2 HSE GIS ID 34293		CONDO C INLAW Y/ LOT SPLIT 2015 Reva JM Ex/Cr Appli Assoc Pid#													
RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	Q/U	V/I	SALE PRICE	VC	PREVIOUS ASSESSMENTS (HISTORY)									
TAYLOR PAULA REVOCABLE TRUST OF 201		5508	2997	01-22-2014	U	I	0	44	Year	Code	Assessed	Year	Code	Assessed			
TAYLOR PAULA		5151	0689	10-05-2010	Q	I	338,000	00	2022	1020	453,700	2021	1020	453,700			
23 KANE LLC		5093	2252	03-04-2010	Q	I	375,000	00		1020	27,200	2020	1020	27,200			
		Total						Total		480,900	Total		480,900	Total	480,900		
EXEMPTIONS			OTHER ASSESSMENTS				This signature acknowledges a visit by a Data Collector or Assessor										
Year	Code	Description	Amount	Code	Description	Number	Amount	Comm Int									
Total			0.00														
ASSESSING NEIGHBORHOOD												APPRAISED VALUE SUMMARY					
Nbhd	Nbhd Name	STREET INDEX NAME		Tracing		Batch		Appraised Bldg. Value (Card)					453,700				
206								Appraised Xf (B) Value (Bldg)					0				
								Appraised Ob (B) Value (Bldg)					0				
								Appraised Land Value (Bldg)					0				
								Special Land Value					0				
								Total Appraised Parcel Value					453,700				
								Valuation Method					C				
								Total Appraised Parcel Value					453,700				
BUILDING PERMIT RECORD												VISIT / CHANGE HISTORY					
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments	Date	Id	Type	Is	Cd	Purpose/Result			
GAS-23-143	09-11-2023			500			09-11-2023	EMERGENCY GAS LEAK RE	05-17-2023	TL	04		50	Building Permit			
PMGR-22-2	04-01-2022			10,200	05-17-2023	100		none Replacing gas fired furna	07-24-2017	KL			FR	Field Review Stat Update			
11-192	04-07-2011	AD	Addition	8,850	07-30-2012	100		CONSTRUCT MUDRM ADDIT	05-05-2015	RT			FR	Field Review Stat Update			
10-641	09-03-2010			4,000	07-01-2011	100		FILL-IN - INGROUND POOLA	11-18-2014	JM			DR	Desk Review			
12320	08-14-2003			16,771		100		VINYL SIDING	03-21-2014	JM			09	Measu Estmt Owner non			
									07-30-2012	JW	02		50	Building Permit			
									04-06-2012	RM			AB	Abatement Application			
LAND LINE VALUATION SECTION																	
B	Use Code	Description	Zone	Frontage	Depth	Land Units	Unit Price	Size Ad	Site	Cond.	ST Idx	S.I. Adj.	Notes- Adj	Special Pricing	Adj Unit P	Land Value	
1	1020	CONDO	GRA			17.27 SF	0.00	1.0000	0	0.95	206	1.000	LOCATION	0.0000	0	0	
Total Card Land Units						0	AC	Parcel Total Land Area						0	Total Land Value		0

CONSTRUCTION DETAIL			CONSTRUCTION DETAIL (CONTINUED)		
Element	Cd	Description	Element	Cd	Description
Style:	120	House Conv 1FL			
Model	05	Res Condo			
Grade	B	B			
Stories:	1				
Occupancy	1				
Interior Wall 1:	03	Plastered			
Interior Wall 2:	05	Drywall/Sheet			
Interior Floor 1	12	Hardwood			
Interior Floor 2					
Heat Fuel:	03	Gas			
Heat Type:	02	Warm Air			
AC Type:	03	Central			
Ttl Bedrms:	03	3 Bedrooms			
Ttl Bathrms:	2	2 Full			
Ttl Half Bths:	0				
Xtra Fixtres	0				
Total Rooms:	6				
Bath Style:	1	Avg Quality			
Kitchen Style:	1	Avg Quality			
WB Fireplaces	0				
WB Openings	0				
Mtl Fireplaces	0				
MTL Openings	0				
Kitchen Grd	0				
Cost/Design Class					
CONDO DATA					
Parcel Id	34293	C 322	Ownr		
	0142-0021	B 1	S 1		
Adjust Type	Code	Description	Factor%		
Condo Flr	01	1st Floor	100		
Condo Unit			100		
COST / MARKET VALUATION					
Adj. Base Rate			309.10		
Building Value New			574,312		
Year Built			1875		
Effective Year Built			1998		
Depreciation Code			VG		
Remodel Rating					
Year Remodeled			2010		
Depreciation %			21		
Functional Obsol					
External Obsol					
Trend Factor			1		
Condition					
Condition %					
Percent Good			79		
Cns Sect Rcnd			453,700		
Dep % Ovr					
Dep Ovr Comment					
Misc Imp Ovr					
Misc Imp Ovr Comment					
Cost to Cure Ovr					
Cost to Cure Ovr Comment					

BAS (1,835 sf)
WDK (197 sf)
WDK (28 sf)

OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)										
Code	Description	L/B	Units	Unit Price	Yr Blt	Cond	% Gd	Gr	Gr Adj	Appr. Value

BUILDING SUB-AREA SUMMARY SECTION						
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value
BAS	First Floor	1,835	1,835	1,835	309.10	567,203
WDK	Deck, Wood	0	225	23	31.60	7,109
Ttl Gross Liv / Lease Area		1,835	2,060	1,858		574,312





Pool has been removed
142-21

142-18

142-22

142-20

142-19

Kane St

Kane St

Kane St

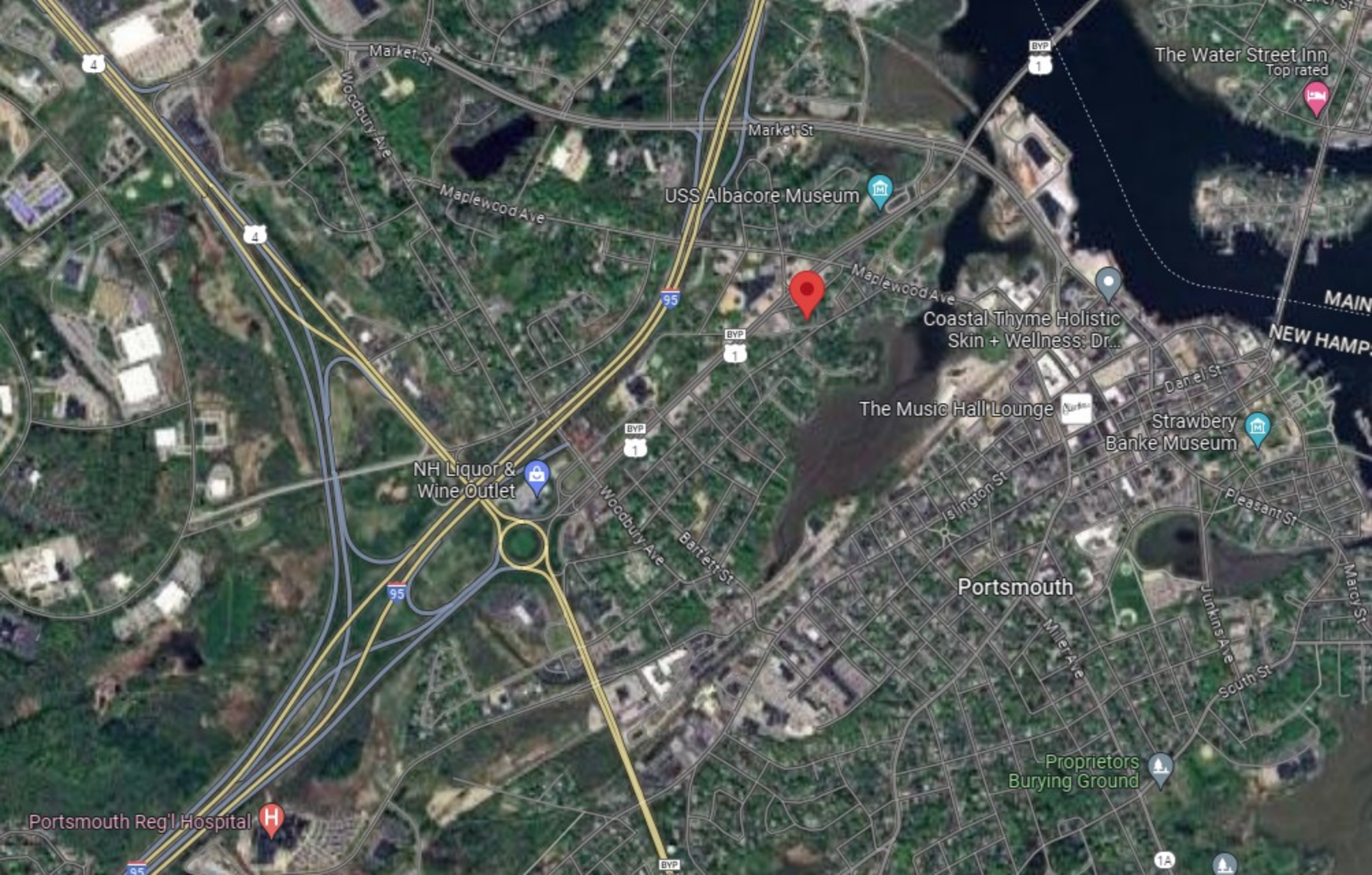
Kane St

Dennett St

Dennett St

142-8

122.6'



1

1

95

BYP
1

BYP
1

95

BYP

BYP
1

1A

Market St

Woodbury Ave

Market St

Maplewod Ave

USS Albacore Museum



Maplewod Ave

Coastal Thyme Holistic
Skin + Wellness: Dr...

The Music Hall Lounge

Strawbery
Banke Museum



NH Liquor &
Wine Outlet



Woodbury Ave

Barrett St

Islington St

Portsmouth

Miller Ave

Junius Ave

South St

Daniel St

Pleasant St

March St

The Water Street Inn
Top rated



MAIN
NEW HAMPSHIRE

Portsmouth Reg'l Hospital



Proprietors
Burying Ground





Jackson House

Maplewood Ave

Port City Barbers

Dennett St

Kane St

Mill Pond Way

Ruth St

Yeath St

North Mill Pond

McDonough St

Lexie's Joint

Foundry Place
Garage-Portsmouth NH

Union Cemetery

Barrio

The Music Hall Lounge
A Night of
Live Comedy

Portsmouth
Historical Society

Residences at
Portwalk Place

Coastal Thyme Holistic
Skin + Wellness: Dr...

3rd Floor Nightclub

The Music Hall,
Portsmouth, NH

Thirsty Moose Tap
House - Portsmouth

River House

Old Harbour

Surf Portsmouth

MAINE
NEW HAMPSHIRE

Market St

Ceres St

High St

Bow St

Bow St

Deer St

Maplewood Ave

Portwalk Pl

Sudbury St

Rock St

Pearl St

Islington St

Summer St

State Street

Court St

Mark St

Rogers St

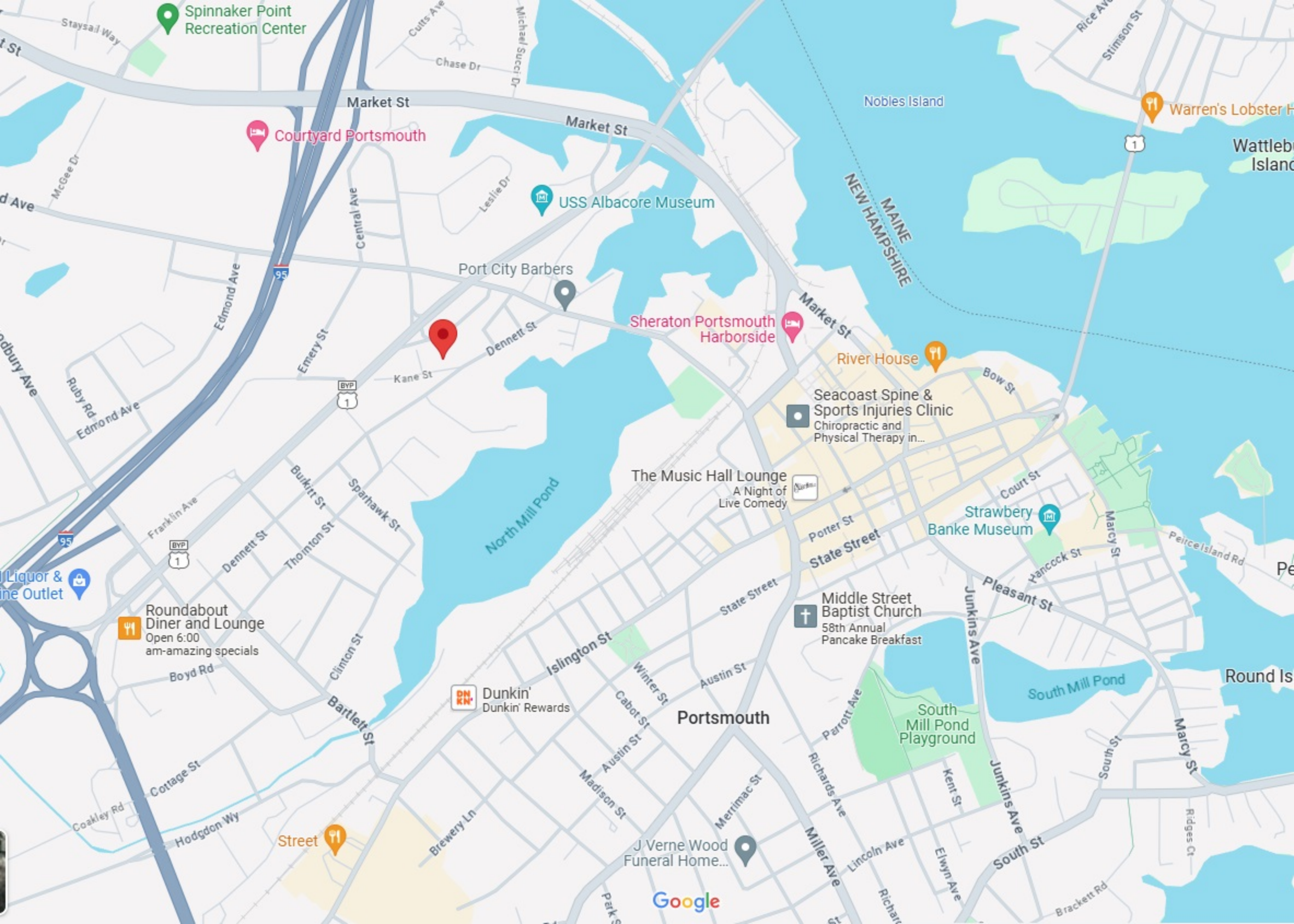
Pleasant St

Court St

Junkins Ave

Pleasant St

Straw
Banke Mus



Spinnaker Point Recreation Center

Courtyard Portsmouth

USS Albacore Museum

Port City Barbers

Sheraton Portsmouth Harborside

River House

Seacoast Spine & Sports Injuries Clinic
Chiropractic and Physical Therapy in...

The Music Hall Lounge
A Night of Live Comedy

Strawbery Banke Museum

Middle Street Baptist Church
58th Annual Pancake Breakfast

Dunkin' Dunkin' Rewards

Portsmouth

South Mill Pond Playground

J Verne Wood Funeral Home...

Google

Warren's Lobster House

Wattleb Island

Nobles Island

NEW HAMPSHIRE

Round Island

Roundabout Diner and Lounge
Open 6:00 am-amazing specials

Street

Liquor & Wine Outlet

Edmund Ave

Market St

Staysail Way

Franklin Ave

Dennett St

Thomton St

Sparhawk St

Kane St

Dennett St

Islington St

Austin St

State Street

Porter St

Court St

Pleasant St

Yancock St

Marcy St

Peirce Island Rd

Boyd Rd

Climon St

Bartlett St

Winter St

Cabor St

Austin St

Merriam St

Richard Ave

Parrott Ave

Junkins Ave

Pleasant St

South St

South St

South St

South St

Cottage St

Hodgdon Wy

Brewery Ln

Madison St

Miller Ave

Lincoln Ave

Richard Ave

Elwyn Ave

South St

South St

South St

South St

South St

South St

South St

Coakley Rd

Hodgdon Wy

Brewery Ln

Madison St

Miller Ave

Lincoln Ave

Richard Ave

Elwyn Ave

South St

South St

South St

South St

South St

South St

South St

Coakley Rd

Hodgdon Wy

Brewery Ln

Madison St

Miller Ave

Lincoln Ave

Richard Ave

Elwyn Ave

South St

South St

South St

South St

South St

South St

South St

Coakley Rd

Hodgdon Wy

Brewery Ln

Madison St

Miller Ave

Lincoln Ave

Richard Ave

Elwyn Ave

South St

South St

South St

South St

South St

South St

South St

Coakley Rd

Hodgdon Wy

Brewery Ln

Madison St

Miller Ave

Lincoln Ave

Richard Ave

Elwyn Ave

South St

South St

South St

South St

South St

South St

South St

PROPERTY DISCLOSURE - RESIDENTIAL ONLY

New Hampshire Association of REALTORS® Standard Form



TO BE COMPLETED BY SELLER

The following answers and explanations are true and complete to the best of SELLER'S knowledge. This statement has been prepared to assist prospective BUYERS in evaluating SELLER'S property. This disclosure is not a warranty of any kind by the SELLER, or any real estate FIRM representing the SELLER, and is not a substitute for any inspection by the BUYER. SELLERS authorize FIRM in this transaction to disclose the information in this statement to other real estate agents and to prospective buyers of this property.

NOTICE TO SELLER(S): COMPLETE ALL INFORMATION AND STATE NOT APPLICABLE OR UNKNOWN AS APPROPRIATE. IF ANY OF THE INFORMATION IN THIS PROPERTY DISCLOSURE FORM CHANGES FROM THE DATE OF COMPLETION, YOU ARE TO NOTIFY THE LISTING FIRM PROMPTLY IN WRITING.

1. **SELLER:** Paula Taylor Revocable Trust by David Taylor and Laura Schulz Co-Trustees

2. **PROPERTY LOCATION:** 23-1 Kane Street, Portsmouth, NH 03801

3. **CONDOMINIUM, CO-OP, PUD DISCLOSURE RIDER OR MULTIFAMILY DISCLOSURE RIDER ATTACHED?** Yes No

4. **SELLER:** has has not occupied the property for 0.8 years.

5. WATER SUPPLY

Please answer all questions regardless of type of water supply.

a. **TYPE OF SYSTEM:** Public Private Seasonal Unknown
 Drilled Dug Other

b. **INSTALLATION:** Location: _____
Installed By: _____ Date of Installation: _____
What is the source of your information? _____

c. **USE:** Number of persons currently using the system: 0
Does system supply water for more than one household? Yes No

d. **MALFUNCTIONS:** Are you aware of or have you experienced any malfunctions with the (public/private/other) water systems?
Pump: Yes No N/A Quantity: Yes No
Quality: Yes No Unknown

If YES to any question, please explain in Comments below or with attachment.

e. **WATER TEST:** Have you had the water tested? Yes No Date of most recent test _____
If YES to any question, please explain in Comments below or with attachment.
Are you aware of any test results reported as unsatisfactory or satisfactory with notations? Yes No
If YES, are test results available? Yes No
What steps were taken to remedy the problem?

COMMENTS:

6. SEWAGE DISPOSAL SYSTEM

a. **TYPE OF SYSTEM:** Public: Yes No Community/Shared: Yes No
Private: Yes No Unknown
Septic Design Available: Yes No

b. **IF PUBLIC OR COMMUNITY/SHARED**
Have you experienced any problems such as line or other malfunctions? Yes No
What steps were taken to remedy the problem? _____

c. **IF PRIVATE:**
TANK: Septic Tank Holding Tank Cesspool Unknown Other
Tank Size _____ Gal. Unknown Other:
Tank Type Concrete Metal Unknown Other:
Location: _____ Location Unknown Date of Installation: _____
Date of Last Servicing: _____ Name of Company Servicing Tank: _____
Have you experienced any malfunctions? Yes No
Comments: _____

SELLER(S) INITIALS  / 

BUYER(S) INITIALS _____ / _____

PROPERTY DISCLOSURE - RESIDENTIAL ONLY

New Hampshire Association of REALTORS® Standard Form



TO BE COMPLETED BY SELLER

PROPERTY LOCATION: 23-1 Kane Street, Portsmouth, NH 03801

d. LEACH FIELD: Yes No Other: _____
IF YES, Location: _____ Size: _____ Unknown: _____
Date of installation of leach field: _____ Installed By: _____
Have you experienced any malfunctions? Yes No
Comments: _____

e. IS SYSTEM LOCATED ON "DEVELOPED WATERFRONT" as described in RSA 485-A? Yes No Unknown
IF YES, has a site assessment been done? Yes No Unknown
Source of Information: _____
Comments: _____

FOR ADDITIONAL INFORMATION THE BUYER IS ENCOURAGED TO CONTACT THE NH DEPARTMENT OF ENVIRONMENTAL SERVICES SUBSURFACE SYSTEMS BUREAU

7. <u>INSULATION</u>	<u>LOCATION</u>	<u>Yes</u>	<u>No</u>	<u>Unknown</u>	<u>If YES, Type</u>	<u>Amount</u>	<u>Unknown</u>
	Attic or Cap	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	FiberglassBatting	_____	<input type="checkbox"/>
	Crawl Space	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	FiberglassBatting	_____	<input type="checkbox"/>
	Exterior Walls	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	FiberglassBatting	_____	<input type="checkbox"/>
	Floors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	FiberglassBatting	_____	<input type="checkbox"/>
	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>

8. HAZARDOUS MATERIAL

a. UNDERGROUND STORAGE TANKS - Current or previously existing:

Are you aware of any past or present underground storage tanks on your property? Yes No Unknown IF YES: Are tanks currently in use? Yes No
IF NO: How long have tank(s) been out of service? _____
What materials are, or were, stored in the tank(s)? _____
Age of tank(s): _____ Size of tank(s): _____
Location: _____
Are you aware of any past or present problems such as leakage, etc? Yes No
Comments: _____
If tanks are no longer in use, have the tanks been removed? Yes No Unknown
Comments: _____

b. ASBESTOS - Current or previously existing:

As insulation on the heating system pipes or ducts? Yes No Unknown
In the siding? Yes No Unknown In the roofing shingles? Yes No Unknown
In flooring tiles? Yes No Unknown Other _____ Yes No Unknown
If YES, Source of information: _____
Comments: _____

c. RADON/AIR - Current or previously existing:

Has the property been tested? Yes No Unknown
If YES: Date: _____ By: _____
Results: _____ If applicable, what remedial steps were taken? _____
Has the property been tested since remedial steps? Yes No
Are test results available? Yes No
Comments: _____

SELLER(S) INITIALS DT / LS

BUYER(S) INITIALS _____ / _____

PROPERTY DISCLOSURE - RESIDENTIAL ONLY
New Hampshire Association of REALTORS® Standard Form



TO BE COMPLETED BY SELLER

PROPERTY LOCATION: 23-1 Kane Street, Portsmouth, NH 03801

d. RADON/WATER - Current or previously existing:

Has the property been tested? Yes No Unknown

If YES: Date: _____ By: _____

Results: _____ If applicable, what remedial steps were taken? _____

Has the property been tested since remedial steps? Yes No

Are test results available? Yes No Comments: _____

e. LEAD-BASED PAINT - Current or previously existing:

Are you aware of lead-based paint on this property? Yes No

If YES: Source of information: _____

Are you aware of any cracking, peeling, or flaking lead-based paint? Yes No

Comments: _____

f. Are you aware of any other hazardous materials? Yes No

If YES: Source of information: _____

Comments: _____

9. GENERAL INFORMATION

a. Is this property subject to liens, encroachments, easements, rights-of-way, leases, restrictive covenants, attachments, life estates, or right of first refusal?

Yes No Unknown If YES, Explain: There was a lien but it has since been removed. It was the HOA.

What is your source of information? _____

b. Is this property subject to special assessments, betterment fees, association fees, or any other transferable fees?

Yes No Unknown If YES, Explain: HOA fees \$300 per month

What is your source of information? HOA President

c. Are you aware of any onsite landfills or any other factors, such as soil, flooding, drainage, etc?

Yes No If YES, Explain: _____

d. Are you aware of any problems with other buildings on the property? Yes No

If YES, Explain: _____

e. Are you receiving a tax exemption or reduction for this property for any reason including but not limited to current use, land conservation, etc.?

YES NO UNKNOWN If YES, Explain: _____

f. Is this property located in a Federally Designated Flood Hazard Zone? Yes No Unknown

Comments: _____

g. Has the property been surveyed? Yes No Unknown If YES, By: _____

If YES, is survey available? Yes No Unknown

h. How is the property zoned? Unknown-it has two condominiums-one condominium is the bottom floor and one is the top floor. Not comercia

i. Street (check one): Public Private Association

If private, is there a written road maintenance agreement? Yes No

Additional Information: _____

j. Heating System Age: 2 years Type: forced hot air Fuel: gas Tank Location: basement

Owner of Tank: UNIT OWNER

Annual Fuel Consumption: _____ Price: _____ Gallons: _____

Date system was last serviced and by whom? _____

Secondary Heat Systems: Woodburning fireplace in living room

Comments: Age is unknown but believed to have been well maintained and updated not long ago.

SELLER(S) INITIALS DT / LS
06/12/24 3:41 PM EDT dotloop verified 06/08/24 1:22 PM CEST dotloop verified

BUYER(S) INITIALS _____ / _____

PROPERTY DISCLOSURE - RESIDENTIAL ONLY
New Hampshire Association of REALTORS® Standard Form



TO BE COMPLETED BY SELLER

PROPERTY LOCATION: 23-1 Kane Street, Portsmouth, NH 03801

- k. Roof Age: Unknown Type of Roof Covering: Asphalt shingle and rubber on small flat area
Moisture or leakage: None
Comments: _____
- l. Foundation/Basement: Full Partial Other: _____ Type: Unfinished basement
Moisture or leakage: Yes, there are water drains in the basement and a sump pump to remove any excess water
Comments: _____
- m. Chimney(s) How Many? 1 Lined? Unknown Last Cleaned: Unknown Problems? _____
Comments: _____
- n. Plumbing Type: Standard for private home Age: _____
Comments: _____
- o. Domestic Hot Water: Age: unknown Type: unknown-gas or electric Gallons: 50
- p. Electrical System: # of Amps _____ Circuit Breakers Fuses
Comments: _____
Solar Panels: Leased Owned If leased, explain terms of agreement: _____
Comments: _____
- q. Modifications: Are you aware of any modifications or repairs made without the necessary permits? Yes No
If Yes, please explain: _____
- r. Pest Infestation: Are you aware of any past or present pest infestations? Yes No Type: _____
Comments: _____
- s. Methamphetamine Production: Do you have knowledge of methamphetamine production ever occurring on the property? (Per RSA 477:4-g) Yes No If YES, please explain: _____
- t. Air Conditioning: Type: Electric Age: _____ Date Last Serviced and by whom: Unknown
Comments: _____
- u. Pool: Age : _____ Heated: Yes No Type: _____ Last Date of Service: _____
By Whom: _____
- v. Generator: Portable: Yes No Whole House: Yes No Kw/Size: _____ Last Date of Service: _____
If Portable: Included Negotiable
Comments: _____
- w. Internet: Type Currently Used at Property: xfinity
- x. Other (e.g. Alarm System, Irrigation System, etc.) small drain system in basement to allow for run off water to escape. sump pump
Comments: _____

NOTICE TO PURCHASER(S): PRIOR TO SETTLEMENT YOU SHOULD EXERCISE WHATEVER DUE DILIGENCE YOU DEEM NECESSARY WITH RESPECT TO ADJACENT PARCELS IN ACCORDANCE WITH THE TERMS AND CONDITIONS AS MAY BE CONTAINED IN PURCHASE AND SALES AGREEMENT AND DEPOSIT RECEIPT. YOU SHOULD EXERCISE WHATEVER DUE DILIGENCE YOU DEEM NECESSARY WITH RESPECT TO INFORMATION ON ANY SEXUAL OFFENDERS REGISTERED UNDER NH RSA CHAPTER 651-B. SUCH INFORMATION MAY BE OBTAINED BY CONTACTING THE LOCAL POLICE DEPARTMENT.

SELLER(S) INITIALS DT / LS
06/12/24 3:41 PM EDT dotloop verified 06/08/24 1:32 PM CEST dotloop verified

BUYER(S) INITIALS _____ / _____

PROPERTY DISCLOSURE - RESIDENTIAL ONLY
New Hampshire Association of REALTORS® Standard Form



TO BE COMPLETED BY SELLER

PROPERTY LOCATION: 23-1 Kane Street, Portsmouth, NH 03801

10. ADDITIONAL INFORMATION

a. ATTACHMENT EXPLAINING CURRENT PROBLEMS, PAST REPAIRS, OR ADDITIONAL INFORMATION?

Yes No

b. ADDITIONAL COMMENTS:

ACKNOWLEDGEMENTS

SELLER ACKNOWLEDGES THAT HE/SHE HAS PROVIDED THE ABOVE INFORMATION AND THAT SUCH INFORMATION IS ACCURATE, TRUE AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE. SELLER AUTHORIZES THE LISTING BROKER TO DISCLOSE THE INFORMATION CONTAINED HEREIN TO OTHER BROKERS AND PROSPECTIVE PURCHASERS.

SELLER(S) MAY BE RESPONSIBLE AND LIABLE FOR ANY FAILURE TO PROVIDE KNOWN INFORMATION TO BUYER(S).

David Taylor
SELLER
dotloop verified
06/12/24 3:41 PM EDT
KP26-CWLC-1OG2-YLGB
DATE

Laura Schule
SELLER
dotloop verified
06/08/24 1:22 PM CEST
AMEX-QA1K-IWN2-Q4VD
DATE

BUYER ACKNOWLEDGES RECEIPT OF THIS PROPERTY DISCLOSURE RIDER AND HEREBY UNDERSTANDS THE PRECEDING INFORMATION WAS PROVIDED BY SELLER AND IS NOT GUARANTEED BY BROKER/AGENT. THIS DISCLOSURE STATEMENT IS NOT A REPRESENTATION, WARRANTY OR GUARANTY AS TO THE CONDITION OF THE PROPERTY BY EITHER SELLER OR BROKER. BUYER IS ENCOURAGED TO UNDERTAKE HIS/HER OWN INSPECTIONS AND INVESTIGATIONS VIA LEGAL COUNSEL, HOME, STRUCTURAL OR OTHER PROFESSIONAL AND QUALIFIED ADVISORS AND TO INDEPENDENTLY VERIFY INFORMATION DIRECTLY WITH THE TOWN OR MUNICIPALITY.

BUYER
DATE

BUYER
DATE

PROPERTY DISCLOSURE RIDER
CONDOMINIUM, CO-OP, PUD AND OTHER HOMEOWNER ORGANIZATIONS
(To be used in conjunction with Property Disclosure - Residential)
New Hampshire Association of REALTORS® Standard Form



In compliance with the requirements of RSA 477:4-f, the following information is provided to BUYER relative to the purchase of a condominium unit.

RIGHT TO INFORMATION: In accordance with RSA 356-B:58, a party interested in purchasing a condominium unit has the right to obtain from the Condominium Unit Owner's Association the following information: a copy of the condominium declaration, by-laws, any formal rules of the association, a statement of monthly and annual fees and any special assessments made within the last 3 years.

- 1. Seller and Property Address: Paula Taylor Revocable Trust by David Taylor and Laura Schulz Co-Trustees
23-1 Kane Street, Portsmouth, NH 03801
- 2. Association Name (if applicable): HOA-with Larry and Pat Hanley-upstairs neighbor
- 3. Property Manager/Agent: _____ Phone: _____

4. GENERAL AND LEGAL

- a. Are there any Association or Corporation approvals required for transfer of Ownership? Yes No Unknown
- b. Is there a time share operation existing at Property? Yes No Unknown
- c. Is there a vacation rental operation or other organized rental program at Property? Yes No Unknown
- d. Are you aware of any rental, use or age restrictions? Yes No Unknown
- e. Number of allocated parking spaces available for this unit: 3
- f. Are you aware of any pending or existing litigation? Yes No If Yes, please explain: _____
- g. Are the minutes of the Condominium Association annual meeting available? Yes No Unknown
- h. Are there any pet policies? Restrictions: Yes No Dogs/Cats Allowed: Yes No

5. MASTER INSURANCE POLICY

- a. Name of Company: Cunningham Associates Insurance
- b. Name of Agent: _____ Phone: 603-334-3343

6. FINANCIAL

- a. Monthly maintenance fee(s): \$300
 - b. What do the monthly fees include?

<input type="checkbox"/> Air Conditioning	<input type="checkbox"/> Hot Water	<input type="checkbox"/> Road Maintenance
<input type="checkbox"/> Cable TV Signal	<input type="checkbox"/> Landscaping	<input type="checkbox"/> Sewer
<input type="checkbox"/> Electricity	<input type="checkbox"/> Lot Rent	<input type="checkbox"/> Snow Removal
<input type="checkbox"/> Garage/Parking	<input type="checkbox"/> Real Property Tax	<input type="checkbox"/> Trash Removal
<input type="checkbox"/> Gas	<input checked="" type="checkbox"/> Recreation/Community Association Dues	<input type="checkbox"/> Water
<input type="checkbox"/> Other: _____		
 - c. Are there any additional fees? If so, please specify: _____
 - d. Are you aware of any special assessments or loans in effect at this time? Yes No
If Yes, explain: _____
- Additional Comments: _____

7. ACKNOWLEDGEMENTS:

SELLER ACKNOWLEDGES THAT HE/SHE HAS PROVIDED THE ABOVE INFORMATION AND THAT SUCH INFORMATION IS ACCURATE, TRUE AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE. SELLER AUTHORIZES THE LISTING BROKER TO DISCLOSE THE INFORMATION CONTAINED HEREIN TO OTHER BROKERS AND PROSPECTIVE PURCHASERS.

David Taylor
SELLER _____ DATE _____
dotloop verified
06/14/24 11:08 AM EDT
GZY-TMZ-NIZK-MFR

Laura Schulz
SELLER _____ DATE _____
dotloop verified
06/14/24 5:26 PM CEST
2Q7-QBXZ-QVRW-BJ7P

BUYER ACKNOWLEDGES RECEIPT OF THIS PROPERTY DISCLOSURE RIDER AND HEREBY UNDERSTANDS THE PRECEDING INFORMATION WAS PROVIDED BY SELLER AND IS NOT GUARANTEED BY BROKER/AGENT. THIS DISCLOSURE STATEMENT IS NOT A REPRESENTATION, WARRANTY OR GUARANTY AS TO THE CONDITION OF THE PROPERTY BY EITHER SELLER OR BROKER. BUYER IS ENCOURAGED TO UNDERTAKE HIS/HER OWN INSPECTIONS AND INVESTIGATIONS VIA LEGAL COUNSEL, HOME, STRUCTURAL AND OTHER ADVISORS.

BUYER _____ DATE _____

BUYER _____ DATE _____



DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED HAZARDS FOR HOUSING SALES

This Disclosure Form is from the National Lead Information Center under the United States Environmental Protection Agency. This is not a New Hampshire Association of REALTORS® form.

Property Address: 23-1 Kane Street, Portsmouth, NH 03801

Lead Warning Statement

Every purchaser of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
 - (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).


 - (ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (check (i) or (ii) below):
 - (i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

 - (ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgement (initial)

- (c) Purchaser has received copies of all information listed above.
- (d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
- (e) Purchaser has (check (i) or (ii) below):
 - (i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
 - (ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgement (initial)

- (f)  Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<i>David Taylor</i>	dotloop verified 05/27/24 10:18 AM EDT LPNW-WT0-JL00-11TP
Seller	Date
Purchaser	Date
<i>Justin Conway</i>	dotloop verified 06/11/24 1:41 PM EDT JL3X-RGH1-ALL8-DD3V
Agent	Date

<i>Laura Schulte</i>	dotloop verified 06/08/24 1:22 PM CEST KKF7-AIRD-077D-EEGU
Seller	Date
Purchaser	Date
Agent	Date

Lead-Based Paint


LEAD WARNING STATEMENT


Every purchaser of any interest in residential property on which a residential dwelling has built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in your children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment on inspection for possible lead-based paint hazards is recommended prior to purchase.


For more information about lead paint please call or email the Auction Company to receive an informational booklet or open the following hyperlink.

[Click here](#)

**Protect
Your
Family
From
Lead in
Your
Home**

 United States
Environmental
Protection Agency

 United States
Consumer Product
Safety Commission

 United States
Department of Housing
and Urban Development

September 2013

CONDOMINIUMS AT 23 KANE (association)

RESOLUTION

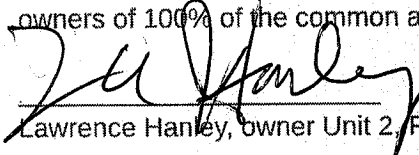
At the annual meeting of the Board of Directors of The Condominiums At 23 Kane held on June 9, 2024, the following resolutions and actions were voted on, approved and ratified:

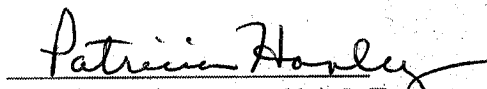
1. The annual condominium insurance policy with CO-OPERATIVE INSURANCE COMPANIES for the period of June 11, 2024 to June 11, 2025 with an annual premium of \$1953.98 paid monthly was approved.
2. The addition of a mud room and extension of the front door of Unit 1 onto common areas that was constructed by Unit 1 without prior Board of Directors approval is hereby approved and will become part of the fee title for Unit 1.
3. The President of the Board of Directors is hereby charged with consulting with The City of Portsmouth building department to determine the square footage of the mud room front door addition constructed by Unit 1. The President of The Board of Directors is hereby authorized to file an amendment to the Declaration of Condominium of The Condominiums At 23 Kane to change the percentage of common areas owned by Unit 1 and Unit 2 to reflect the increase in the square footage of Unit 1 created by said addition.
4. In reference to the increase in cost of the annual insurance policy for The Condominiums At 23 Kane and the general increase in costs due to inflation it is resolved that the monthly common assessments will increase to approximately \$300 for Unit 1 and \$150 for Unit 2 as of August 1, 2024. The exact amount of the monthly common assessment for each unit will be determined by the percentage of common areas owned by Unit 1 and Unit 2 upon the completion of Item 3 above.
5. The Declaration of Condominium of The Condominiums At 23 Kane states a 9 month minimum term for the rental of any unit. The Board of Directors and the owners of all the units of The Condominiums At 23 Kane desire to amend the term of rental of any unit to a minimum and maximum of 1 year (12 months) and to enact specific rules and regulations for the rental of units. Thus be it resolved that The President of the Board of Directors of The Condominiums At 23 Kane is authorized to file an amendment to The Declaration and Bylaws Of The Condominiums At 23 Kane stating as follows: a) The minimum term for the rental of a unit shall be 1 year (12 months). b) The maximum term for the rental of a unit shall be 1 year (12 months). c) The rental of any unit must be evidenced by a signed lease that is first approved by the Board of Directors which approval shall require a background and credit check of the potential tenant and the cost of said background and credit check shall be paid for by the unit owner seeking to rent. d) Any violation of the rules and regulations for the rental of a unit of The Condominiums At 23 Kane will have a penalty of \$500 assessed to the unit in violation for the first violation. The penalty assessed for a second violation of the rules and regulations for the rental of a unit shall be \$1000. The penalty assessed against the unit for a third and any subsequent violations of the rules and regulations for the rental of a unit shall be \$1500.
6. The President of the Board of Directors is hereby authorized to file an amendment to Section 6 of the Bylaws of the Declaration of Condominium of The Condominiums At 23


Kane to clarify the requirements of the unit owners for the sewer and water bill of The City of Portsmouth for the entire condominium. The amendment will state that the account for The City of Portsmouth water and sewer bill for the entire condominium shall be in the name of the owner of Unit 1 only and that the owner of Unit 1 is responsible for the timely payment of said bill. The owner of Unit 2 will calculate the sewer and water usage of Unit 2 from the flowmeter for Unit 2 which records Unit 2's usage and make personal payment to the owner of Unit 1 for Unit 2's percentage of use as well as a percentage of fixed costs for the maintaining of a sewer and water account charged by The City of Portsmouth which percentage of fixed costs will be the same as the percent ownership of common areas for Unit 2. The personal payment of the owner of Unit 2 to the owner of Unit 1 shall be made before the due date of the sewer and water bill for The City of Portsmouth.

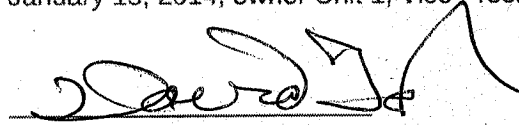
7. As the swimming pool referenced in Sec. 6Bi of the Declaration of Condominium of The Condominiums At 23 Kane no longer exists, The President of The Board of Directors is authorized to file an amendment to said Declaration stating that Sec.6Bi of the Declaration of Condominium of The Condominiums At 23 Kane is deleted in its entirety and that the swimming pool area that was referenced in Sec.6Bi of the Declaration shall become part of the common areas of The Condominiums At 23 Kane.

Approved and ratified by The Board of Directors of The Condominiums At 23 Kane on this 9th day of June, 2024. The undersigned being all of the members of The Board of Directors of The Condominiums At 23 Kane, all of the units owners of The Condominiums At 23 Kane, and the owners of 100% of the common areas of The Condominiums At 23 Kane:

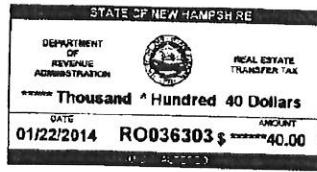

Lawrence Hanley, owner Unit 2, President of The Board of Directors


Patricia Hanley, owner Unit 2, Treasurer and Secretary of The Board of Directors


Laura Schulz, co-successor Trustee of The Paula Taylor Revocable Trust of 2013 u/d/t dated January 15, 2014, owner Unit 1, Vice President of The Board of Directors


David Taylor, co-successor Trustee of The Paula Taylor Revocable Trust of 2013 u/d/t dated January 15, 2014, owner Unit 1

002402



MAIL TO

After recording, return to:
 Robinson, Boesch, Sennott & Masse, P.A.
 195 New Hampshire Avenue, Suite 255
 Portsmouth, NH 03801

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **PAULA TAYLOR**, widowed, of 23 Kane Street, Unit 1, Portsmouth, New Hampshire 03801, for consideration paid, grants to **PAULA TAYLOR, TRUSTEE OF THE PAULA TAYLOR REVOCABLE TRUST OF 2013**, u/d/t dated January 15, 2014, having an address of 23 Kane Street, Unit 1, Portsmouth, New Hampshire 03801, with **WARRANTY COVENANTS**, the following described premises:

A certain condominium unit (the "Unit") in The Condominiums at 23 Kane (the "Condominium"), situated in the City of Portsmouth, County of Rockingham and State of New Hampshire, described as follows:

Unit 1 of The Condominiums at 23 Kane, as defined, described and identified in the Declaration of said Condominium dated June 4, 2010, recorded in the Rockingham County Registry of Deeds at Book 5116, Page 1630, and any subsequent amendments thereto (collectively hereinafter called the "Declaration"), and as shown on a certain site plan entitled "Condominium Site Plan for 23 Kane, LLC, 23 Kane Street, Tax Map 142, Lot 21, Portsmouth, NH", dated June 2010, prepared by Ross Engineering, recorded in the Rockingham County Registry of Deeds as Plan #D-36390, and certain Condominium Floor Plans entitled "Condominium Floor Plan for 23 Kane, LLC, 23 Kane Street, Tax Map 142, Lot 21, Portsmouth, NH", dated June 2010, prepared by Ross Engineering, recorded in the Rockingham County Registry of Deed as Plan #D-36390, with any certifications thereof (all together sometimes collectively hereinafter called the "Plans").

Said Unit is hereby conveyed together with the undivided fractional interest in the common areas and facilities appurtenant to said unit as provided in the Declaration and on the Plans, together with the right to use the same in common with others entitled thereto.

2014 JAN 22 AM 10:57

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

Also conveying the following appurtenant rights and easements:

1. An exclusive easement to use any Limited Common Areas appurtenant to the Unit, as designated, defined and described in said Declaration as limited common area and/or shown on the Plans.
2. Easements in common with others to use the Common Area, excepting Limited Common Area, as set forth in the Declaration and/or shown on the Plans.
3. Non-exclusive easement for structural support and encroachments and for repair and also such other rights and easements as set forth in the Declaration and By-Laws.
4. Designated Parking Spaces as set forth in the Declaration and/or shown on the Plans.

This conveyance is subject to the following:

- A. There is excepted from the Unit conveyed herein any Common Area lying within the Unit as set forth in the Declaration and/or shown on the Plans.
- B. Non-exclusive easements for structural support, encroachment and repair in favor of the owners of other units in the Condominium, as set forth in the Declaration, and other easements, covenants, conditions and restrictions of record, including without limitation, the utility easements and other easements, covenants, conditions and restrictions specifically set forth or referred to in the Declaration.
- C. Other provisions of the Condominium Declaration, By-Laws, Rules and Regulations for The Condominiums at 23 Kane, as amended from time to time, including any provisions relating to convertible land, all of which provisions shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the said Unit as though such provisions were recited and stipulated at length herein.
- D. The provisions of New Hampshire RSA 356-B, relating to the unit ownership of real property as the statute is written as of the date hereof, and as it may, in the future, be amended.

SUBJECT TO all easements, covenants and restrictions of record, if any.

SUBJECT TO all mortgages and encumbrances of record, if any.

Meaning and intending to describe and convey the same premises as conveyed to Paula Taylor by 23 Kane, LLC, dated October 4, 2010 and recorded in the Rockingham County Registry of Deeds at Book 5151, Page 0689.

Said Grantor reserves all rights of homestead in the premises.

This deed was prepared from information supplied by the Grantor herein and no independent title examination has been conducted.

THIS IS A CONTRACTUAL TRANSFER, SUBJECT TO MINIMUM TRANSFER TAX. THE TRUST HAVING BEEN CREATED AND FUNDED FOR ESTATE PLANNING PURPOSES AS A TESTAMENTARY SUBSTITUTE; REV. 802.02 (c)(2).

EXECUTED this 15th day of January, ~~2013~~ ²⁰¹⁴

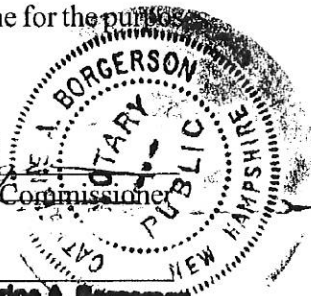
[Signature]
Witness

[Signature]
Paula Taylor

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss

On this 15 day of January, ~~2013~~ ²⁰¹⁴, before me, personally appeared Paula Taylor, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

[Signature]
Notary Public/Justice of the Peace/Commissioner
of Deeds
Printed Name: Catherine A. Borgerson
My Commission expires: My Commission Expires June 19, 2018



HELPFUL LINKS

- Links to Condominium Association Documents
 - [Site and Floor Plans](#)
 - [Declaration and By-Laws](#)

REAL ESTATE PURCHASE & SALE AGREEMENT

The undersigned purchaser, as the successful bidder at a certain auction of the real property described below or on Exhibit A, herein agrees to purchase said real estate in accordance with the following terms and conditions:

- | | |
|---|---|
| 1. Seller(s): Paula Taylor Revocable Trust
by David Taylor & Laura Schulz, Co-Trustees
Street: 23-1 Kane Street
City/State/Zip: Portsmouth, NH 03801
Telephone #: _____ | Buyer(s): _____

Street: _____
City/State/Zip: _____
Telephone #: _____ |
|---|---|

2. Property: Land Land & Buildings Condo Other: _____
 Street Address: 23-1 Kane Street City/Town: Portsmouth
 County: Rockingham State: New Hampshire
 Also known as Tax Map 142, Lot 21-1 with deed recorded at the Rockingham County Registry of Deeds at Book 5508, Page 2997.

- | | |
|---|----------|
| 3. BID PRICE (HAMMER PRICE): | \$ _____ |
| 10% BUYER'S PREMIUM: | \$ _____ |
| TOTAL PURCHASE PRICE DUE FROM BUYER: | \$ _____ |
| INITIAL DEPOSIT, to be held by Paul McInnis LLC Escrow Account, Receipt of which is acknowledged and is NON-REFUNDABLE. | |
| 10% of the Total Purchase Price | \$ _____ |
| Additional Deposit: | \$ _____ |
| BALANCE DUE AT TRANSFER OF TITLE: | \$ _____ |

4. Transfer of Title: In accordance with the terms of the auction sale, title shall be transferred and the balance of the purchase price paid on or before Friday, August 23rd at a time and place to be agreed upon. If no time and place is agreed upon, title shall be transferred at Paul McInnis LLC on One Juniper Road, North Hampton, New Hampshire on Friday, August 23rd at 10:00 a.m.

_____,
Seller

_____,
Buyer

5. Title shall be transferred by Fiduciary deed free of all liens, subject to all easements and restrictions of record. Buyer acknowledges that Buyer has determined the status of the real estate title and agrees to take title to the property "as is".
6. Seller shall keep the premises insured during the term of this Agreement. In the event of damage by fire, or other casualty, with loss greater than \$5,000.00 the Seller shall either restore the premises to their former condition or the Buyer, at his election, may cancel this Agreement, in which case this Agreement shall be void, or accept the premises in its then condition together with proceeds of such insurance which Seller agrees to assign to Buyer if Buyer so elects.
7. Real estate taxes, utilities (*including unused oil or gas in the fuel tank if applicable*) and any water or sewer (*if any*) charges against the property shall be apportioned as of the date of transfer of title. Real estate taxes shall be apportioned pursuant to the statewide practice and custom in which the real estate taxes due and payable in June 2024, are allocated to the period beginning April 1, 2024, and ending September 30, 2024, with the Buyer solely responsible for all subsequent tax payments.
8. Buyer is purchasing the property "as is" and waives all building, environmental, radon and all other inspections and tests of the property of any kind (*other than a lead paint inspection as outlined in item #15 if applicable*). Buyer acknowledges the receipt of the Property Disclosure attached hereto and incorporated herein by reference.
9. This Agreement is NOT contingent on Buyer obtaining financing for the purchase price.
10. This Instrument is to be construed as a New Hampshire contract; is to take effect as a sealed instrument; sets forth the entire contract between the parties; is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the Seller and the Buyer. If two or more persons are named herein as Buyers and Sellers, their obligation hereunder shall be joint and several.
11. TIME IS OF THE ESSENCE as to all dates referenced in this contract. Where necessary to effectuate the intent of the parties, the Agreement shall survive the closing.
12. Personal property included: *None*
13. All representations, statements and agreements heretofore made between the parties are merged in this Agreement, which alone fully and completely expresses their obligations. This Agreement is entered into by each party after opportunity for investigation, neither party relying on any statements or representations not embodied in this Agreement, made by the other or on his behalf.
14. Seller and Buyer agree that Paul McInnis LLC is exclusively responsible for bringing about this sale and that no commission is due any other broker or agent, except as follows:

15. In compliance with the requirements of RSA 477:4-a, the following information is provided to BUYER relative to Radon Gas and Lead Paint:

RADON: Radon, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. Radon gas may pass into a structure through the ground or through water from a deep well. Testing of the air by a professional certified in radon testing and testing

Seller

Buyer

of the water by an accredited laboratory can establish radon's presence and equipment is available to remove it from the air or water.

ARSENIC: Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water. The buyer is encouraged to consult the New Hampshire department of environmental services private well testing recommendations (www.des.nh.gov) to ensure a safe water supply if the subject property is served by a private well.

LEAD PAINT: Before 1978, 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.

Note: lead paint/lead paint hazards – Federal law requires that individuals purchasing residential housing built before 1978 receive a 10-day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. Buyer acknowledges that they are given the opportunity to conduct such risk assessment or inspection within the next 10 days. Buyer also acknowledges that results of such risk assessment or inspection will NOT affect any terms of this Real Estate Purchase & Sale Agreement included but not limited to the price and terms agreed upon as well as the buyers’ decision to go forward with the purchase of the property.

16. Addenda Attached Yes, No

IN WITNESS WHEREOF, the parties have hereunto set their hands this day.

Witness

Seller – Paula Taylor Revocable Trust Date
By David Taylor, Co-Trustee

Witness

Seller – Paula Taylor Revocable Trust Date
By Laura Schulz, Co-Trustee

Witness

Purchaser: Date

Witness

Purchaser: Date

Revised: January 2019

© 2024 Paul McInnis LLC

Seller

Buyer

How to Bid Online

In order to bid online, any prospective bidder must first request a property information package. The next step is to create an online bidding account at: auction.paulmcinnis.com/auctions (refer to the Due Diligence Checklist contained in the property information package). Finally, submit your bidder registration form with the required bidder deposit to the Auctioneer.

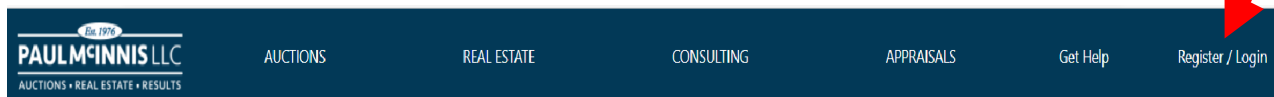
The Bidder Registration Form can be found on the last page of the property information package. It can be hand delivered, mailed or emailed to the office of the Auctioneer at 1 Juniper Road, North Hampton, NH 03862. It can be emailed to admin@paulmcinnis.com or sent electronically through Dotloop. To use Dotloop, send your request to admin@paulmcinnis.com.

BIDDER DEPOSIT: At the time of registration, you will be required to deliver your refundable Bidder Deposit of \$10,000 either by physical check or E-check. By registering to bid you understand and agree that if you are not the successful bidder, this deposit will be returned to you. If you are the successful bidder and you fail to comply with the terms of the auction (specifically signing the Real Estate Purchase & Sale Agreement and delivering the required earnest money deposit by Thursday, July 11th at 1:00 p.m.) you hereby authorize the Auction Company to retain your \$10,000 Bidder Deposit as a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$10,000 U.S. dollars.

To deliver the Bidder Deposit by physical check, you may deliver the \$10,000 Bidder Deposit to our office or at an open house. To deliver your Bidder Deposit by E-check you will do so through EARNNEST. **EARNNEST** is a digital payment platform, and a link can be found either on the Auctioneer's website or by request of the auctioneer at admin@paulmcinnis.com. Once your Bidder Registration Form and Bidder Deposit have been received, your online bidding account has been created, and Paul McInnis LLC has determined that you have met all the requirements, we will activate your account and you will be able to bid.

You can access the online auction portal, auction.paulmcinnis.com/auctions, by [clicking here](#).

As shown below, you will need to **"Register/Login"** in the upper right-hand corner of your screen to register and create your online bidding account. You can also click "request to bid" next to the property you are interested in, and you will be prompted to create your auction.paulmcinnis.com/auctions account.



Please contact the auction office with any questions
admin@paulmcinnis.com or (603) 964-1301



ONLINE BIDDER REGISTRATION FORM • 24PM-14

BIDDING STARTS: Monday, July 8th at 9:00 a.m.
BIDDING ENDS: Wednesday, July 10th at 1:00 p.m.
PROPERTY: 23-1 Kane Street, Portsmouth, NH

FIRST NAME, MIDDLE INITIAL, & LAST NAME
HOME ADDRESS
CITY, STATE, & ZIP CODE
MOBILE TELEPHONE NUMBER (MUST BE ABLE TO RECEIVE SMS MESSAGES)
EMAIL ADDRESS

Registration: At the time of registration, you will be required to deliver your refundable bidder deposit of \$10,000 either by physical check or E-check. By registering to bid you understand and agree that if you are not the successful bidder, this deposit will be returned to you. If you are the successful bidder and you fail to comply with the terms of the auction (specifically signing the Real Estate Purchase & Sale Agreement and delivering the required earnest money deposit by Thursday, July 11th at 1:00 p.m.) you hereby authorize the Auction Company to retain your \$10,000 bidder deposit as a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$10,000 U.S. dollars.

Terms: A \$10,000 deposit by check or e-check will be delivered to the auction company as a qualification to bid. Successful bidder to deliver earnest money totaling 10% of the total purchase price no later than, Thursday, July 11th at 1:00 p.m. with the balance due at closing within 45 days of the auction. A 10% buyer's premium will be added to the high bid price to become the total purchase price. Property is being sold free and clear of all liens by Fiduciary Deed. Offered subject to confirmation of the Trustee.

I hereby represent that I have reviewed the Property Information Package including the General Terms & Conditions, Purchase & Sale Agreement, and the Suggested Due Diligence Checklist and I agree to abide by any and all Terms.

PRINT BUYER'S NAME:

SIGNATURE OF BIDDER:

DATE:

24PM-14 Reviewed by:
