

## NOTICE OF FORECLOSURE AND SECURED PARTY SALE

Reference is made to the Mortgage and Security Agreement given by **MICHAEL S. SARGENT** (the "Mortgagor") to **FIRST PIONEER FARM CREDIT, ACA** dated March 26, 2007, and recorded with the Merrimack County Registry of Deeds at Book 2974, Page 1483 (the "Mortgage").

By virtue of the power of sale contained in the Mortgage, Farm Credit East, ACA, as successor in interest to First Pioneer Farm Credit, ACA (the "Mortgagee"), in execution of the power of sale and for breach of the conditions of the Mortgage, and for the purpose of foreclosing the same, will sell at **PUBLIC AUCTION** on Friday, April 18, 2014, at 3:00 PM, on premises located at 200 Suncook Valley Road in the Town of Chichester, Merrimack County, New Hampshire:

A. The premises described in the Mortgage as follows (the "Mortgaged Premises"):

A certain tract or parcel of land with the buildings thereon on the situate in the Town of Chichester, County of Merrimack and State of New Hampshire bounded and described as follows, to wit:

Northerly by land now or formerly of Arthur T. Green and land of the heirs of John Fellows and the highway leading past the residence of Dennis Frederick; westerly by land of the heirs of John Fellows; southerly by land formerly owned by Joseph T. Lake and easterly by land formerly owned by Joseph T. Lake being located on each side of Gilmanton Road, so-called, containing eighty acres, more or less, together with all of the land as described in the Quitclaim Deed of the State of New Hampshire to Bessie S. Baker dated July 11, 1962 and recorded at Book 911, Page 528 in said Registry (referenced to which is had for a more particular description) excepting and reserving all of those parcels of land described in the following deeds and Commissioners' Return of Layout of Highway:

1. Warranty Deed of Bessie S. Baker to the State of New Hampshire dated May 5, 1942 and recorded at Book 592, Page 110 in the Merrimack County Registry of Deeds.
2. Commissioner's Return for the Layout of Highway for the layout and construction of Route 28 in favor of the State of New Hampshire and against Bessie S. Baker dated February 23, 1960 and recorded at Book 865, Page 109 in said Registry.
3. Warranty Deed of Bessie S. Baker to Charles & Linda Morgan dated December 24, 1981 and recorded at Book 1408, Page 562 in said Registry.
4. Warranty Deed of Bessie S. Baker to Fred C. Carter dated October 25, 1985 and recorded at Book 1534, Page 1107 in said Registry.

B. All the personalty of the Mortgagor and the Borrowers, Northeast Landscaping LLC and April Sargent, including without limitation the personal property under the UCC Financing

Statement from Northeast Landscaping LLC, Michael Sargent and April Sargent, filed with the New Hampshire Secretary of State's office on April 8, 2007, as File No. 20070007947H ("Personalty"), to the extent said Personalty is located on the Mortgaged Premises.

To the Mortgagor or any other person claiming a lien or encumbrance against the Mortgaged Premises: YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES ARE SITUATED, WITH SERVICE UPON THE MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORECLOSURE SALE. Failure to institute such petition and complete such service upon the Mortgagee or its agent conducting the sale prior to sale shall thereafter bar any action or right of action of the Mortgagor based on the validity of the foreclosure.

**Liens and Encumbrances:** The Mortgaged Premises shall be sold subject to all liens and encumbrances entitled to precedence over the Mortgage including, but not limited to, all unpaid taxes and all liens for hazardous waste cleanup asserted by the United States of America, the State of New Hampshire, or any other political subdivision thereof. There shall be no proration of rents, fuel, real estate taxes, nor of any other matter, and payment of all transfer tax payments shall be the sole obligation of the successful bidder.

**Method of Sale:** The Mortgaged Premises shall be sold either as a whole or as separate lots under the terms stated below, as follows:

- (a) the real estate located at 200 Suncook Valley Road in Chichester, New Hampshire;
- (b) the Personalty;

**Terms of Sale:** To qualify to bid, bidders must place Ten Thousand Dollars (\$10,000.00) on deposit with the auctioneer in cash, by certified check or other form of payment acceptable to the Mortgagee prior to the commencement of the auction sale. The deposits placed by unsuccessful bidders shall be returned to those bidders at the conclusion of the sale. The successful bidder shall be required, within ten (10) days of the date of the sale, to pay an amount which when combined with the initial deposit in the amount of Ten Thousand Dollars (\$10,000.00), will bring the total deposit to an amount equal to ten percent (10%) of the purchase price thereof. The balance of the purchase price must be paid in full by the successful bidder in cash or by certified check on or before the forty-fifth (45th) day after the date of the sale. If the successful bidder fails to complete the purchase of the Mortgaged Premises and the Personalty on or before the forty-fifth (45th) day after the date of the sale, then the Mortgagee may, at its option, retain the deposit in full as reasonable liquidated damages. Conveyance of the Mortgaged Premises shall be by foreclosure deed and the Personalty by bill of sale. The foreclosure deed and bill of sale shall be delivered to the successful bidder upon the Mortgagee's receipt of the balance of the purchase price on or before the 45<sup>th</sup> day after the date of the foreclosure sale.

The successful bidder shall execute a foreclosure sale agreement (a/k/a memorandum of foreclosure sale) at the conclusion of the auction. From and after the date of the foreclosure auction, all risk of damage or loss thereto by fire or other casualty or by taking by eminent domain, shall be on the successful bidder, who, in the case of any such loss, damage or taking, shall pay the purchase price for the Mortgaged Premises and Personalty without deduction.

The Mortgagee reserves the right to accept back up foreclosure bids to become in force in the event that the successful bidder shall fail to timely close. If the successful bidder fails to complete the purchase of the Mortgaged Premises and Personalty on or before the 45<sup>th</sup> day after the date of the foreclosure and secured party sale, then the Mortgagee reserves the right to retain the deposit in full as reasonable liquidated damages and to sell the Mortgaged Premises and the Personalty to the next highest bidder.

**Exclusion of Warranties:** Except for warranties arising by operation of law, the conveyance of the Mortgaged Premises will be made by the Mortgagee and accepted by the successful bidder without any other express or implied representations or warranties whatsoever including, without limitation, representations or warranties relating to title, possession, construction or fitness for habitation, compliance with state or local codes, recitation of acreage and hazardous waste. THE CONVEYANCE OF THE PERSONALTY WILL BE MADE BY THE MORTGAGEE AND ACCEPTED BY THE SUCCESSFUL BIDDER "AS IS" AND "WHERE IS" AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Reservation of Rights:** The Mortgagee reserves the right to (1) cancel or continue the foreclosure sale and/or the secured party sale to such later date as the Mortgagee may deem desirable; (2) bid on and purchase the Mortgaged Premises and the Personalty at the foreclosure sale; (3) offer the Mortgaged Premises and the Personalty as an entirety or separately; (4) reject any and all bids for the Mortgaged Premises and the Personalty; (5) waive reading this notice or any portion thereof at the foreclosure and secured party sale; and (6) amend or alter the terms of sale stated in this notice by oral or written announcement made at any time before or during the foreclosure and secured party sale. Such changes or amendments shall be binding on all bidders.

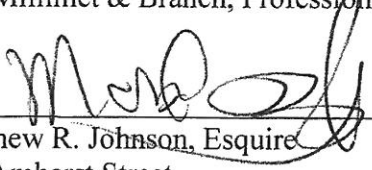
For further information regarding the Mortgaged Premises and Personalty, contact St. Jean Auctioneers at 603-734-4348.

Dated this 20th day of March, 2014.

**FARM CREDIT EAST, ACA**

By its Attorneys,  
Devine, Millimet & Branch, Professional Association

By: \_\_\_\_\_

  
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