

MORTGAGEE'S SALE OF REAL PROPERTY

Reference is made to that certain Mortgage from **EMIN HALILOVIC** (the "Mortgagor"), an individual, and **INDYMAC COMMERCIAL LENDING CORPORATION**, whose address is P.O. Box 57084, Irvine, California 92619, dated June 20, 2008, and recorded at Book 3074, Page 470, in the Merrimack County Registry of Deeds (the "Mortgage"), which Mortgage was assigned to **Bayview Loan Servicing, LLC** by Assignment of Mortgage dated July 7, 2008, recorded in Book 3106, Page 1576, in the Merrimack County Registry of Deeds, as further assigned to **Bayview Fund Acquisitions, LLC**, by Assignment of Mortgage/Deed of Trust dated July 31, 2012, recorded in Book 3342, Page 845, in the Merrimack County Registry of Deeds, as further assigned to **West End Trust 2012-1** by Assignment of Mortgage/Deed of Trust dated July 31, 2012, recorded in Book 3342, Page 847, in the Merrimack County Registry of Deeds, and as further assigned to **West End 2381 REO LLC** (the "Mortgagee") by Assignment of Mortgage dated March 26, 2014, recorded in Book 3435, Page 277, in the Merrimack County Registry of Deeds.

By virtue of the power of sale contained in the Mortgage, Mortgagee, pursuant to and in execution of said power of sale, and/or for non-payment and/or breach of the conditions of the Mortgage and the note secured thereby, and expressly for the purposes of foreclosing the same, will sell at

PUBLIC AUCTION

On Monday, June 23, 2014, at 11 :00 o'clock in the morning upon the premises located at/on 148-158 North Main Street, in the Town of Concord, Merrimack County, State of New Hampshire, such premises as are more particularly described in Exhibit "A" attached hereto and by reference made a part hereof (the "Mortgaged Premises"), the said Mortgaged Premises.

The Mortgaged Premises will be sold subject to any unpaid taxes and other municipal assessments and liens therefor, and all other liens and encumbrances, whether or not of record, entitled to precedence over the Mortgage. Except for warranties arising by the operation of law, the Mortgagee and its agents make no representations or warranties whatsoever, whether express or implied, relating to the Mortgaged Premises and the conveyance thereof, including, without limitation, representations or warranties as to title, zoning, physical condition, hazardous waste, possession, boundaries, acreage, or other matters contained in the aforesaid description of the Mortgaged Premises.

A true and complete copy of the original Mortgage may be examined by any interested person at the offices of Mortgagee upon contacting the undersigned. In addition, the Mortgagor and all interested parties are hereby notified that:

PURSUANT TO NEW HAMPSHIRE R.S.A. 479:25 (SUPP.), 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.

In addition to the Mortgaged Premises, the Mortgagee intends to sell all personal property upon which it has a security interest pursuant to the terms of the Mortgage, which personalty includes all personalty of Mortgagor located on the Mortgaged Premises. The Mortgagee reserves the right to offer some or all of the personal property for sale together with the real estate or separately therefrom.

TERMS OF SALE: The Mortgaged Premises will be offered for sale to the highest qualified bidder. The auction shall be conducted in such a fashion as the auctioneer sees fit.

In order to qualify to bid at the foreclosure sale, any interested person must register to bid and at that time present to the Mortgagee, or its agent or auctioneer, cash or a certified check or other check acceptable to the Mortgagee, in the amount of \$100,000.00. The Mortgagee reserves the right to bid in the auction without making the required deposit and may pay for the Mortgaged Premises, in the event that it is the successful bidder, with a credit against indebtedness owed by the Borrowers. The checks of all unsuccessful bidders will be returned at the conclusion of the public auction. The check and the funds represented thereby of the successful bidder accepted by the Mortgagee shall become a non-refundable deposit on such successful bidder's purchase. The successful bidder will be required to execute a purchase and sale agreement which contains additional terms and conditions concerning the successful bidder's purchase, including the requirement of an additional non-refundable deposit within ten (10) days of the date of sale, to increase the successful bidder's total deposit to an amount equal to ten percent (10%) of the purchase price, such additional deposit to be in the form of cash or a certified or other check acceptable to Mortgagee. The balance of the purchase price must be paid in full by the successful bidder or its designee in cash or certified check or other check acceptable to the Mortgagee within thirty (30) days of the date of sale, time being of the essence.

Reservation of Rights: The Mortgagee reserves the right to (1) cancel or continue the foreclosure sale to such later date as the Mortgagee may deem desirable; (2) bid on and purchase the Mortgaged Premises at the foreclosure sale; (3) make multiple and successive bids on its own behalf during the sale; (4) refuse to qualify a prospective bidder to bid and to refuse to accept the bid of a bidder the Mortgagee, in its sole discretion, deems unacceptable; (5) reject any and all bids for the Mortgaged Premises; (6) sell the Mortgaged Premises to the second highest bidder without reopening the auction in the event the successful bidder fails to execute the purchase and sale agreement or fails to close this transaction by the date specified in the notice of foreclosure sale and the purchase and sale agreement; (7) dispense with the reading of this Notice if prior to the commencement of sale, each registered bidder is provided with a true and complete copy of this Notice for examination by hand or by conspicuous posting; and (8) 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 sale. Such changes or amendments shall be binding on all bidders.

For further information concerning this sale, and for a copy of the aforementioned purchase and sale agreement, please contact James R. St. Jean Auctioneers, 45 Exeter Road, P.O. Box 400 Epping, NH 03042, Phone: (603) 734-4348.

Dated at Boston, Massachusetts, this 15th day of May, 2014.

West End 2381 REO LLC

By Its Attorneys,
MCCARTER & ENGLISH, LLP

By: 

David Himelfarb, Esq.
265 Franklin Street, 14th Fl.
Boston, MA 02110
617-449-6500

EXHIBIT A

A certain tract of land with the buildings thereon, situated on North Main Street in Concord, Merrimack County, New Hampshire (generally known as 154 North Main Street, a/k/a 148-158 North Main Street), being bounded and described as follows:

Beginning at a drill hole at the southeasterly intersection of the Bridge Street right-of-way and the North Main Street right-of-way; thence

S 3° 29' W, by said North Main Street right-of-way 83.10 feet to a nail; thence

S 86° 31' E, a distance of 70.44 feet; thence

N 2° 21' 18" E, a distance of 78.85 feet to a nail; thence

N 83° 23' W, by said Bridge Street right-of-way 78.00 feet to the point of beginning.

Said lot containing 6,367 square feet more or less.

Subject to and together with the free use in common with others of a passway 12' wide adjacent to and east of the east side of above-described tract.

Subject to the south side of the above-described tract, or that part of it in the existing building, lies a party wall which is reserved for use as a bearing wall by both the north and south abutters to said line.

Subject to a utility easement granted to Concord Electric Company by deed dated April 21, 1970 and recorded in the Merrimack County Registry of Deeds in Book 1074, Page 290.