

FORECLOSURE DEED UNDER POWER OF SALE

[516 Cartier Street, Manchester, County of Hillsborough, New Hampshire]

Westmount Limited Financial Partnership, with an address of 3710 Buckeye Street, #100, Palm Beach Gardens, Florida, 33410, being holder of a mortgage dated September 24, 2014 and recorded in the Hillsborough County Registry of Deeds at Book 8694 Page 795 (the“Mortgage”), by power conferred by said Mortgage and every other power, for \$ _____

paid, grants to _____ -

_____, of

_____, _____ County,

_____, New Hampshire, _____, the premises conveyed by the Mortgage.

IN WITNESS WHEREOF, Westmount Limited Financial Partnership has caused this Foreclosure Deed to be signed this _____ day of _____, 2017.

Westmount Limited Financial Partnership

By: _____

Name:

Title:

**STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged and signed under oath, before me, the undersigned officer on this _____ day of _____, 2017, by _____, identified by his/her New Hampshire driver’s license, to be the same.

/seal/

Notary Public

My Commission Expires:

AFFIDAVIT OF SALE UNDER POWER OF SALE IN MORTGAGE
[Map R9/Lot 43-1, HCRD Plan No. 37378, Forest Road, Greenfield, Hillsborough County,
N.H.]

I, the undersigned, being the Grantor in the foregoing deed (“Lender”), on my oath say that the principal and interest and other obligations secured by the mortgage referred to in the foregoing deed were not paid or tendered or performed when due, and that caused to be published a Notice of Foreclosure Sale on February 16th 2017, February 23rd 2017 and March 2nd 2017 in the Union Leader, a newspaper with general circulation in the Town of Manchester, in Hillsborough County, in the State of New Hampshire, a true copy of which is attached hereto as Exhibit A and is hereby incorporated into this Affidavit by reference thereto (“Notice”).

And we further on oath say that in accordance with New Hampshire Revised Statutes Annotated 479:25, Lenders have caused copies of the Notice to be sent by certified mail, return receipt requested to the last known addresses of the parties identified on Exhibit B attached hereto and hereby incorporated in this Affidavit by reference thereto.

And we further on oath say that pursuant to the Notice at the date (March 10, 2017) the time (3:00 p.m.) and place (516 Cartier Street a/k/a/ 91-93 Kelley Street, Manchester, Hillsborough County, New Hampshire) therein appointed , Lenders sold the mortgaged premises described in the Notice at public auction to _____ for \$ _____ , bid by _____ of _____ , being the highest bid made therefore at such auction.

And I further on oath say that, to the best of my knowledge, none of the interested parties was in the military or other service of the United States of America at the time of the foreclosure

or within nine months prior to the foreclosure or entitled to protection under the terms of the
Soldier's and Sailor's Civil Relief Act of 1940.

WITNESS my hand and seal this _____ day of _____, 2017.

WESTMOUNT LIMITED FINANCIAL PARTNERSHIP

By: _____

Name:

Title:

STATE OF NEW HAMPSHIRE

COUNTY OF HILLSBOROUGH

Subscribed to and sworn to under oath by _____,
before me the undersigned officer on this _____ day of _____, 2017.

Notary Public

My Commission Expires:

EXHIBIT A

Property: 516 Cartier Street a/k/a/ 91-93 Kelley Street, Manchester, NH

A certain tract of land, with the buildings thereon, situated in Manchester, County of Hillsborough, State of New Hampshire, bounded and described as follows, to wit:

Beginning at the southeast corner of the premises, at the point of intersection of the westerly line of Cartier Street, with the northerly line of Kelley Street, as shown on the Amoskeag Manufacturing Company's plan of lands in Manchester, N.H., west of the Merrimack River dated December 1, 188; thence northerly by said Cartier Street, fifty (50) feet to Lot no. 4002, as shown on said Plan; thence westerly, at right angles with said Cartier Street, by said Lot No. 4002, one hundred (100) feet to the passageway twenty (20) feet wide as shown on said Plan; thence southerly, parallel with said Cartier Street, by said passageway, fifty (50) feet to said Kelley Street; thence easterly by said Kelley Street, one hundred (100) feet to the point of beginning.

EXHIBIT B

City of Manchester Tax Collector	1 City Hall Plaza, Manchester NH 03101
Westmount Financial Limited Partnership	3710 Buckeye St, #100, Palm Beach Gardens, FL 33410
John A. Marino, III	47 Truell Rd, Hollis, NH 03049
Anthony Marino	13 Blossom St, Nashua, NH 03060
Able Bay Company Properties IV, LLC	PO Box 147, Nashua, NH 03060
Peter N. Tamposi, Esq.	159 Main St, Nashua, NH 03060
Clifford Gallant, Jr. Esq.	91 Bay St, PO Box 3150, Manchester, NH
G. W. Shaw & Sons, Esq.	124 Old Wilton Rd, Greenville, NH 03048
Tayna L. Spony, Esq.	47 Factory St, PO Box 388, Nashua, NH 03061
Manchester Water Works	PO Box 9677, Manchester, NH 03108
Jennifer Marino	34 Mountain Home Rd, Londonderry, NH 03053
J. Daniel Marr, Esq.	20 Trafalger Square, Suite 505, Nashua, NH 03063

TERMS OF SALE
[516 Cartier Street a/k/a/ 91-93 Kelley Street, Manchester, NH]

MORTGAGEE'S SALE OF REAL ESTATE BY WESTMOUNT LIMITED FINANCIAL PARTNERSHIP, HAVING A MAILING ADDRESS OF 3710 BUCKEYE STREET, #100, PALM BEACH GARDENS, FLORIDA, 33410, HOLDER OF A MORTGAGE FROM ABLE BAY COMPANY PROPERTIES IV, LLC , DATED SEPTEMBER 24, 2014 RECORDED AT THE HILLSBOROUGH COUNTY REGISTRY OF DEEDS, BOOK 8694, PAGE 795.

FIRST: Anyone wishing to bid must first deposit with auctioneer/attorney conducting sale \$5,000.00 in form acceptable to auctioneer/ attorney to register as a bidder. Unsuccessful bidders will have their deposit returned to him after the auction is finished.

SECOND: The successful bidder will be required to execute a written purchase and sale agreement immediately after the close of the bidding.

THIRD: A non-refundable deposit of FIVE THOUSAND DOLLARS (\$5,000.00) by certified check, treasurer's check, cashier's check, or other funds acceptable to the mortgagee will be required of the purchaser at the sale.

FOURTH: The balance of the purchase price to be paid in full by certified check or other immediately available funds acceptable to the mortgagee upon the delivery of a foreclosure deed within Thirty (30) days after the date of the foreclosure sale, TIME BEING OF THE ESSENCE.

FIFTH: If the successful bidder fails to complete the purchase of the premises in accordance with the above conditions, then the mortgagee will be entitled to retain the entire deposit in full as liquidated damages resulting from the successful bidder's failure to perform.

SIXTH: THE PREMISES WILL BE SOLD AS IS, WHERE IS, AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE, and subject to any prior mortgages, taxes, attachments, liens, and all other encumbrances and rights, title or interest whatsoever, which have precedence over the above mentioned mortgage deed, and subject to any existing tenants, tenancies or persons in possession.

SEVENTH: Said premises will be sold by virtue of and in execution of the Power of Sale contained in said mortgage deed, and by virtue and in execution of every other power, for condition broken and to satisfy the amounts due under said mortgage deed and to foreclose the rights of said mortgagee and all other persons to redeem said mortgage deed.

EIGHTH: The premises shall be conveyed subject to any tenants in occupancy and subject to any leases, if any, affecting said premises.

NINTH: Said premises shall be sold and conveyed without representation or warranty as to their condition, construction, or fitness for habitation, or whether they conform to applicable state or local building, zoning and sanitary code.

TENTH: Mortgagee reserves the right to not produce a foreclosure deed, not close on it, and if it so elects, to then return the deposit, if so returned, neither party shall have any recourse or obligation under this agreement.

ELEVENTH: The successful bidder shall pay all expenses of recording and tax transfer stamps due to the state of New Hampshire for the recording of the Foreclosure Deed Under Power of Sale.

Andrew H. Sullivan, Attorney for
WESTMOUNT LIMITED FINANCIAL PARTNERSHIP

BY: _____

The above described real estate was sold to _____ for the sum of _____ dollars (\$ _____), subject to any and all unpaid taxes and other municipal liens or assessments which are entitled to precedence over said mortgage and subject to the terms of the sale set forth above. Buyer agrees to pay all stamps and recording fees for the recording of the Foreclosure Deed Under Power of Sale

DATED:

BUYER:

Name: _____

Address: _____

Telephone: _____ S.S. # _____

RECEIPT AND PURCHASE AGREEMENT
[516 Cartier Street a/k/a/ 91-93 Kelley Street, Manchester, NH]

WESTMOUNT LIMITED FINANCIAL PARTNERSHIP, with a mailing address of 3710 Buckeye Street, #100, Palm Beach Gardens, Florida, 33410 hereby acknowledges receipt of Five Thousand Dollars (\$5,000.00) from:

Name: _____

Address: _____

Telephone: _____ S.S. # _____

(the "Purchaser") as down payment for the purchase of the real estate located at **516 Cartier Street a/k/a/ 91-93 Kelley Street, Manchester, NH** (the premises) and more particularly described in a certain mortgage deed recorded in Book 8694, Page 795 in the Hillsborough County Registry of Deeds. The purchase price, being the highest bid at the auction, for the Premises is

_____ Dollars(\$_____).

The Purchaser agrees to pay the balance of the purchase price (by certified check) within thirty (30) days from the date hereof, at which time the Seller will execute and deliver to the Purchaser its foreclosure deed to the Premises.

The closing will be at a mutually convenient time of day at the office of Andrew H. Sullivan, Esq., 24 Eastman Avenue, Bedford, New Hampshire 03110, (Phone: 603-644-5291) or at the office of Purchaser's lender if required by such lender. TIME IS OF THE ESSENCE and Seller shall hold Purchaser to the strict performance of its obligation hereunder within the time limits specified.

In the event the Purchaser fails to pay the balance of the purchase price within the said thirty (30) days, it is hereby agreed that the Seller, at its option, may consider the payment made hereunder as liquidated damages for default in this Purchase Agreement. Purchaser's failure to close within thirty (30) days shall be deemed to be an assignment by Purchaser to Seller of Purchaser's right to purchase the Premises pursuant to this Agreement and Seller, as assignee, may complete the Purchase of the Premises in its own name or assign its right to so purchase to a third party. For the purpose of carrying out this provision of this paragraph, Purchaser hereby irrevocably constitutes and appoints the Seller its true and lawful attorney-in-fact, with full power of substitution, to execute, acknowledge and deliver any instruments and perform any acts necessary or desirable to carry out the assignment of Purchaser's interest in the Premises as provided herein.

The Premises being sold “As and Where Is” without warranties or representations of any kind or manner, subject to all applicable rules, regulations, statutes and ordinances of public authorities having jurisdiction, to taxes and to any and all other liens, rights or encumbrances having priority over the Mortgage.

IF THE PREMISES ARE A SUBDIVISION OR CONDOMINIUM OR A PART OF A SUBDIVISION OR CONDOMINIUM, SELLER DISCLAIMS ANY AND ALL LIABILITY RELATING TO THE SUBDIVISION OR CONDOMINIUM, INCLUDING BUT NOT LIMITED TO, ANY LIABILITY IMPOSED BY (I) NEW HAMPSHIRE RSA CHAPTERS 356-A AND 356-B, (ii) NEW HAMPSHIRE ATTORNEY GENERAL, (iii) ANY PROVISIONS OF ANY DECLARATIONS OF BY-LAWS FOR THE SUBDIVISION, CONDOMINIUM OR OWNERS ASSOCIATION OR (iv) ANY OTHER LAW, ORDINANCE, RULE OR REGULATION. SAID DISCLAIMER INCLUDES, BUT IS NOT LIMITED TO, (A) ANY CURRENT OR FUTURE OBLIGATION IMPOSED UPON “SUCCESSOR” DECLARANTS, (B) LIABILITY FOR ANY IMPROVEMENT, AMENITY OR INFRASTRUCTURE OR LACK OF ANY IMPROVEMENT, AMENITY OR INFRASTRUCTURE IN THE SUBDIVISION OF CONDOMINIUM, (C) LIABILITY FOR COMMON EXPENSES OR FEES, (D) LIABILITY UNDER ANY WARRANTY GIVEN BY DOCUMENT OR IMPOSED BY LAW OR (E) ANY OTHER LIABILITY RELATING TO THE SUBDIVISION OR CONDOMINIUM. The disclaimer set forth in this section shall survive the Closing.

IF THE PREMISES ARE A SUBDIVISION OR A CONDOMINIUM OR A PART OF THE SUBDIVISION OR CONDOMINIUM, BUYER, ON BEHALF OF ITSELF, ITS HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, HEREBY WAIVES AND RELEASES ANY CLAIM IT MAY HAVE AGAINST SELLER, SELLER’S AGENTS, EMPLOYEES AND OFFICERS, AND SELLER’S AGENT’S EMPLOYEES, OFFICERS AND AGENTS, FOR ANY AND ALL LIABILITY RELATING TO THE SUBDIVISION OR CONDOMINIUM INCLUDING BUT NOT LIMITED TO, ANY LIABILITY IMPOSED BY (I) NEW HAMPSHIRE RSA CHAPTERS 356-A AND 356-B, (ii) NEW HAMPSHIRE ATTORNEY GENERAL, (iii) ANY PROVISIONS OF ANY DECLARATION OR BY-LAWS FOR THE SUBDIVISION, CONDOMINIUM OR OWNERS ASSOCIATION OR (iv) ANY OTHER LAW, ORDINANCE, RULE, AND REGULATION. SAID WAIVER AND RELEASE INCLUDES, BUT IS NOT LIMITED TO, (A) ANY CURRENT OR FUTURE OBLIGATIONS IMPOSED UPON “SUCCESSOR” DECLARANTS, (B) LIABILITY FOR ANY IMPROVEMENT, AMENITY OR INFRASTRUCTURE OR LACK OF ANY IMPROVEMENT, AMENITY OR INFRASTRUCTURE IN THE SUBDIVISION OR CONDOMINIUM, (C) LIABILITY FOR COMMON EXPENSES OR FEES, (D) LIABILITY UNDER ANY WARRANTY GIVEN BY DOCUMENT OR IMPOSED BY LAW OR (E) ANY OTHER LIABILITY RELATING TO THE SUBDIVISION OR CONDOMINIUM.

The waiver and release set forth in the Section shall survive the Closing.

Auction Company Disclaimer and Waiver. The undersigned Buyer recognizes, understands, and agrees that neither Andrew H. Sullivan, Attorney at Law, nor its affiliates nor

their respective agents, servants or employees have made any representations, warranties, or covenants to Buyer which are not provided in writing and specifically set forth in this Agreement; that the undersigned Buyer has personally inspected and investigated the Premises and its surroundings and does rely solely on Buyer's own findings and determinations; the Buyer (jointly and severally if more than one) has agreed to purchase the Premises and close on the sale based solely on Buyer's inspection and determination.

Property Condition. Seller shall not be deemed to represent or warrant any fact or condition with respect to the Premises which may be included in any information provided by Seller or furnished to buyer for review, including, but not limited to, any items provided in the bidder information package for the Premises. Buyer acknowledges that Seller may winterize the Premises after the execution of this Agreement and prior to the Closing date.

Notification is hereby given as required by New Hampshire RSA 477:4-a on Radon Gas and Lead Paint as follows:

(a) Radon Gas: Radon gas, the product of decay radioactive materials in rock may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or water

(b) Before 1977, 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.

IN WITNESS WHEREOF, the parties by themselves or by their duly authorized agents have executed this agreement on this _____ day of _____, 2017.

IN THE PRESENCE OF:

Witness

Purchaser

Witness

Purchaser

Andrew H. Sullivan, Esq.
Attorney for Westmount Financial Limited
Partnership

Witness

By: _____
Name:
Title:

SELLER: WESTMOUNT LIMITED FINANCIAL PARTNERSHIP

RE: 516 Cartier Street a/k/a/ 91-93 Kelley Street, Manchester, NH

DATE:

TIME:

DEPOSIT AMOUNT: \$5,000.00

BIDDER

ADDRESS/PHONE

CHECK NO.
