

LEGAL NOTICE

NOTICE OF FORECLOSURE SALE

Reference is made to the Mortgage and Security Agreement from **LEON SACCO** and **CORINA M. SACCO**, of 10441 SW 140th Street, Miami, County of Miami-Dade, State of Florida (the "Mortgagor"), to **OMNI NATIONAL BANK**, dated October 16, 2007, and recorded at Book 4856, Page 1359, in the Rockingham County Registry of Deeds (the "Mortgage"), which Mortgage was assigned to **MULTIBANK 2009-1 CRE VENTURE, LLC**, a Delaware limited liability company (the "Mortgagee") by Assignment of Mortgage and Security Agreement, dated February 19, 2010, and recorded in the Rockingham County Registry of Deeds at Book 5096, Page 2605.

By virtue of the power of sale contained in the Mortgage, Mortgagee, pursuant to and in execution of said power of sale, for breach of the conditions of the Mortgage, to satisfy the amounts due thereon, together with all costs, expenses and attorneys' fees incurred by the Mortgagee in connection with the sale, and expressly for the purposes of foreclosing all rights of the Mortgagor with respect to the property sold, the Mortgagee will sell at

PUBLIC AUCTION

on Wednesday, May 10, 2017, at 1:00 o'clock in the afternoon upon the premises located at/on 29 Gale Road, Town of Hampton, Rockingham 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"). This foreclosure sale will be made for the purpose of foreclosure of all rights of redemption of the Mortgagor therein possessed by the Mortgagor and any and all persons, firms, corporations, or agencies claiming by, from or under the Mortgagor.

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.

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 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. The Mortgagee's address for service of process purposes is: 515 South Flower Street, 44th Floor, Los Angeles, CA 02110. The name and address for the Mortgagee's agent for service of process is: CSC, 2711 Centreville Road # 400, Wilmington, DE 19808.

For information on getting help with housing and foreclosure issues, please call the foreclosure information hotline at 1-800-437-5991. The hotline is a service of the New Hampshire banking department. There is no charge for this call.

Personal Property Sale: Contemporaneously with the foreclosure sale of the Mortgaged Premises, the Mortgagee, in accordance with RSA 382-A:9-610, will also sell at PUBLIC AUCTION, for conditions broken, some or all of Mortgagor's personal property, located at the Mortgaged Premises, if any (the "Personal Property"), pursuant to the security interest in said Personal Property granted by the Mortgagor to the Mortgagee in the Mortgage, as further described therein. The Mortgagee reserves the right to offer some or all of the Personal Property for sale together with the real estate or separately therefrom.

Liens and Encumbrances: The Mortgaged Premises and the Personal Property will be sold subject to all unpaid taxes and other municipal assessments and liens therefor, and all other liens, easements rights and encumbrances of any and every nature, whether or not of record, which are or may be entitled to precedence over the Mortgage.

No Warranties: The Mortgaged Premises and the Personal Property will be sold by the Mortgagee and accepted by the successful bidder "AS IS", "WHERE IS" and with all faults. Except for warranties arising by operation of law, if any, the conveyance of the Mortgaged Premises and the Personal Property will be made by the Mortgagee and accepted by the successful bidder without any other express or implied warranties whatsoever, including without limitation, any WARRANTY OF MERCHANTABILITY, any WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, any representations or warranties as to the accuracy of any statement contained in the aforesaid description of the Mortgaged Premises or the Personal Property or with respect to title, possession, permits, approvals, recitation of acreage, hazardous materials, and physical condition. All risk or damage to the Mortgaged Premises and the Personal Property shall be assumed and borne by the successful bidder immediately after the close of the bidding.

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 \$25,000.00. 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. If the successful bidder fails to complete the purchase of the Mortgaged Premises or the Personal Property, the Mortgagee may, at its option, retain the deposit as liquidated damages. The Mortgagee reserves the right to solicit separate or combined bids on the Mortgaged Premises, the Personal Property and any other property securing the underlying indebtedness by announcement

made prior to or at the sale. Any portion of the Mortgaged Premises or the Personal Property not sold at the public auction shall be and remain subject to the lien of the Mortgage, notwithstanding the sale of any portion of the Mortgaged Premises or the Personal Property. Other terms may be announced at the sale.

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.

Further information concerning this sale may be obtained from the auctioneers, James R. St. Jean Auctioneers, having an address of 45 Exeter Road, P.O. Box 400, Epping, NH 03042, whose telephone number is (603) 734-4348.

Dated at Manchester, New Hampshire, this 24th day of March, 2017.

**MULTIBANK 2009-1 CRE VENTURE,
LLC**

By its Attorneys,
NIXON PEABODY LLP

By: _____
Mark E. Beaudoin, Esq.
900 Elm Street
Manchester, NH 03101-2031
603-628-4000

EXHIBIT A

A certain tract or parcel of land and improvements thereon, or to be placed thereon, located in Hampton, Rockingham County, State of New Hampshire, and further described as follows:

Lot #5 as shown on a plan entitled, "Plan of Arluwade Subdivision, Phase I and II for Arluwade, Inc., Exeter Road, (NH Route 27) Gale Road, County of Rockingham, Hampton & Hampton Falls, NH" dated March 21, 1994, Scale 1" = 100', prepared by Richard P. Millette and Associates, 501 Islington Street, P.O. Box 4006, Portsmouth, NH 03801 and recorded on April 7, 1994 in the Rockingham County Registry of Deeds as Plan #D-22808.