

## FORECLOSURE MEMORANDUM OF SALE

By virtue of a foreclosure sale held on July 14, 2017, Newtek Small Business Finance, Inc., with a mailing address of 1981 Marcus Avenue, Suite 130, Lake Success, NY 11042 (“Seller”) agrees to convey and \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_ (“Buyer”) agrees to acquire the following described premises on the terms and conditions set forth as follows:

**1. Premises:**

Land and improvements located on the westerly side of Cressey Road a/k/a Cressy Road, in Bradford, Merrimack County, New Hampshire and shown as Lot 1A on Merrimack County Registry of Deeds Plan #10464.

**2. Foreclosure Bid Price:**

The bid price is \_\_\_\_\_ Dollars (\$\_\_\_\_\_), which shall be paid as follows: Ten Thousand Dollars (\$10,000.00) in cash, certified or bank treasurer’s check on the signing of this Memorandum (the “Deposit”); the \_\_\_\_\_ balance of \_\_\_\_\_ Dollars (\$\_\_\_\_\_ ) in cash, certified or bank treasurer’s check at the closing.

**3. Taxes and Other Encumbrances:**

The Premises are sold subject to the real estate taxes assessed or assessable on the premises, subject to all rights of possession and subject to all prior liens and other enforceable encumbrances of record and to any rights of redemption which the Internal Revenue Service or any other governmental agency may possess.

**4. Deed and Closing:**

- a. The deed shall be a Foreclosure Deed under Power of Sale.
- b. The deed shall be delivered and the balance of the Foreclosure Bid Price shall be paid on or before August 28, 2017 at 11:00 a.m., time being of the essence, at the offices of Merrra & Kanakis, P.C., 159 Main Street, Nashua, New Hampshire, or at such time or place as the parties shall agree.

**5. Revenue Stamps and Closing Costs:**

Buyer shall pay for the revenue stamps assessed against both Buyer and Seller by New Hampshire law. Buyer shall be responsible for all recording costs assessed by the Merrimack County Registry of Deeds.

**6. Default:**

If Seller defaults, Buyer shall be entitled to the return of the Deposit as its sole remedy. If Buyer defaults, Seller shall be entitled to retain the Deposit as liquidated damages, or pursue its remedies at law or in equity at its election.

In addition, upon default by Buyer, Buyer's bid shall be immediately assigned to Seller and Seller may thereafter complete the purchase of the premises.

**7. Zoning:**

Seller does not represent or warrant to Buyer that the current use of the premises and the building thereon comply in any respect with any municipal zoning ordinances, building or other like code or that the buildings or the use of the premise is not a nonconforming structure or use.

**8. Inspection:**

Buyer acknowledges that it is fully satisfied with the physical condition of the premises; and the Buyer covenants and agrees that it will accept the premises in their current condition. The Seller disclaims all warranties of fitness for a particular purpose or of merchantability or habitability, either expressed or implied. The Buyer agrees to take the within described property AS IS. The Buyer agrees and acknowledges that it is their responsibility and obligation to secure the premises as of the date of this Memorandum. The Buyer shall be responsible for maintaining insurance coverage on the premises; Seller shall not keep the premises insured against loss for the benefit of the Buyer.

**9. Acceptance of Deed:**

Acceptance of a deed by Buyer shall be deemed to be the full performance of every agreement and obligation of Seller.

**10. Broker:**

Seller and Buyer represent to each other that no broker or agent has participated in the sale on its behalf and each will indemnify and save the other harmless from any demand, claim or suit at law or in equity by any broker or agent claiming through him or her, including reimbursement or reasonable attorneys' fees and court cost.

**11. Governing Law:**

This Memorandum is made in and shall be interpreted and enforced under the laws of the State of New Hampshire.

**12. Integration:**

All representations, statements and agreements heretofore made are merged in this Memorandum which is the full expression of the parties' obligations and neither party in entering this Memorandum has relied upon any statement or representation not set forth herein.

**13. Time:**

Time is of the essence as to each and every aspect of this Foreclosure Memorandum of Sale.

**14. N.H. Rev. Stat. Ann. §477:4 a, c, d, g and h Notices and N.H. Rev. Stat. Ann. §485-A:39 Notice:**

- a. Radon Gas: Radon gas, the product of decay of 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. Lead Paint: 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.
- c. RSA 477:4-c and d, Water Supply, Sewage Disposal and Insulation: Seller has no information.
- d. RSA 477:4-g Methamphetamine Production Site: whether Property was used for methamphetamine production: Seller has no information.
- e. RSA 485-A:39 Waterfront Property Site Assessment Study: Seller has no information.
- f. RSA 477:4-h Public Utility Tariff Pursuant to RSA 374:61: whether Property is subject to a public utility tariff under RSA 374:61: Seller has no information.

SIGNATURE PAGE FOLLOWS

WITNESS OUR HANDS this 14th day of July, 2017.

Seller:

Newtek Small Business Finance, Inc.

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name:  
Title:

Buyer:

\_\_\_\_\_  
Witness

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Name:  
SS or Fed. ID #: \_\_\_\_\_  
Telephone #: \_\_\_\_\_  
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