#### NOTICE OF MORTGAGEE'S SALE OF REAL PROPERTY

By virtue of power of sale contained in a certain Mortgage and Security Agreement (the "Mortgage") by Kathryn E. Tracy, Trustee of SST Realty Trust (the "Mortgagor") to Stephen J. Langley and Denise B. Langley, dated July 28, 2011, and recorded in the Hillsborough County Registry of Deeds at Book 8336, Page 2115, for breach of conditions contained in the Mortgage and for the purposes of foreclosing the same, the Mortgagee will sell at public auction the premises hereinafter described.

# I. <u>Description of Mortgaged Premises:</u>

The land with any improvements thereon known as Unit 102, Trepage Professional Center, A Condominium, 17A Tatro Drive, Goffstown, Hillsborough County, New Hampshire.

The Mortgaged Premises are more particularly described in the Mortgage as follows:

"UNIT 102 in Trepage Professional Center, A Condominium, having a mailing address of 17A Tatro Drive in Goffstown, Hillsborough County, State of New Hampshire, said Condominium having been established pursuant to NH RSA 356-B by Declaration of Condominium Trepage Professional Center dated March 24, 2010, and recorded in the Hillsborough County Registry of Deeds at Book 8188, Page 1038, as amended. (Said Declaration, the By-laws and any Rules attached thereto, as amended from time to time, shall hereinafter be referred to as the "Declaration").

The unit conveyed hereby is more particularly described in the Declaration and as shown on a site plan (sheet 1 of 2) entitled, "Condominium Site Plan Trepage Professional Center Map 5, Lot 56-3 Tatro Drive, Goffstown, New Hampshire", prepared by Keach-Nordstrom Associates, Inc., dated January 8, 2010, revised through March 11,2010 and recorded with the Hillsborough County Registry of Deeds as Plan No. 36726 (the "Plan"), and the condominium floor plan, entitled, "Trepage Professional Center Map 5, Lot 56-3 Tatro Drive, Goffstown, New Hampshire", prepared by Denis Mires, PA, and recorded with the Hillsborough County Registry of Deeds as Plan No. 37131, and any subsequent plans that may be recorded from time to time.

Said Unit is hereby conveyed together with an undivided interest in the Common Area and facilities appurtenant to said Unit as provided in the Declaration and By-Laws, together with the right to use the same in common with others entitled thereto, and is conveyed subject to the provisions of the Declaration and By-Laws and any rules adopted thereunder, including without limitation, the Declarant's reserved rights and easements as described in the Declaration.

The Mortgaged Premises herein described are conveyed subject to and together with the easements, restrictions, and other matters set forth in the Mortgage."

### **II.** Date, Time and Place of Sale:

The sale shall take place on **Thursday, November 16, 2017, at 11:00 a.m.** at the Mortgaged Premises.

# III. Street, Town, and County of Mortgaged Premises:

The Mortgaged Premises are located at 17A-102 Tatro Drive, Goffstown, Hillsborough County, New Hampshire 03045.

### **IV.** Terms of Sale:

A Deposit of Ten Thousand Dollars (\$10,000.00) in the form of cash, certified check, bank treasurer's check, or other check satisfactory to the Mortgagee ("Satisfactory Funds") will be required to be delivered at or before the time a bid is offered, and within ten (10) business days following the foreclosure sale, the high bidder must increase the deposit to ten percent (10%) of the total bid amount, payable to the Mortgagee in Satisfactory Funds. The successful bidder(s) will be required to sign a purchase and sale agreement immediately after the close of the bidding. The balance of the purchase price shall be paid in Satisfactory Funds within forty-five (45) days from the date of sale. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to continue the sale, and to amend the terms of sale by written or oral announcement made before or during the foreclosure sale.

The Mortgaged Premises will be sold "AS IS" and subject to all tenancies, unpaid taxes, prior liens, or other enforceable encumbrances of record, if any, entitled to precedence over the Mortgage. The Mortgagee makes no representations or warranties with respect to the accuracy of any statement as to the boundaries, acreage, frontage, or other matters contained in the description of the premises contained in the Mortgage.

# V. Right to Petition:

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 service upon the foreclosing party, or its agent, conducting the sale prior to the sale shall thereafter bar any action or right of action of the Mortgagor based on the validity of the foreclosure.

# VI. <u>Further Information</u>:

For further information with respect to the sale, contact St. Jean Auctioneers, 45 Exeter Road, Epping, New Hampshire 03042 (603) 734-4348.

Dated this 11<sup>th</sup> day of October, 2017.

Stephen J. Langley and Denise B. Langley By their Attorneys, Winer and Bennett, LLP

By: \_\_\_/s/

Peter W. Bennett, Esquire 111 Concord Street, P.O. Box 488 Nashua, New Hampshire 03061-0488 (603) 882-5157