

MORTGAGEE'S NOTICE OF FORECLOSURE SALE

Reference is made to that certain Mortgage given by **JOHN A. MARINO A/K/A JOHN A. MARINO, III**, having an address of 47 Truell Road, Hollis, New Hampshire 03049 ("the Mortgagor") to **BEDFORD LENDING CORP.**, with a mailing address of 40 South River Road, Bedford, New Hampshire 03110 (the "Mortgagee"), such Mortgage from the Mortgagor is dated August 14, 2014 and recorded on August 15, 2014 in the Belknap County Registry of Deeds in Book 2926, Page 630 ("the Mortgage").

By virtue and in execution of the Power of Sale contained in the Mortgage and pursuant to N.H. RSA 479:25-27a, the Mortgagee, in execution of the power of sale and for breach of the conditions of the Mortgage and for conditions broken, and for the purpose of foreclosing the same, will sell at **PUBLIC AUCTION on November 1, 2017 at 11:00 a.m.**, (the "Sale") local time all the real premises commonly known as 84 Tower Street, Laconia, Belknap County, State of New Hampshire being all the same premises more particularly described in the Mortgage (the "Mortgaged Premises").

The Mortgagee has received relief from the automatic stay of bankruptcy; see Order Granting Motion for Relief dated July 20, 2017 (Bk. No. 15-11613-BAH).

To the Mortgagor or any person claiming a lien on the Mortgaged Premises:

1) The address of the Mortgage for service of process is 40 South River Road, Suite 22, Bedford, New Hampshire 03110, and the name of the Mortgagee's agent for service of process is Wayne F. Jean.

2) The New Hampshire Banking Department can be contacted at 53 Regional Drive, Suite 200, Concord, New Hampshire 03301. 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.

3) 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, or its agent, 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.

Liens and Encumbrances: The Mortgaged Premises shall be sold subject to all easements, restrictions, building and zoning laws, all liens and encumbrances entitled to precedence over the Mortgage and Security Agreement including, but not limited to, all unpaid federal or municipal liens, such as taxes, sewer and or water charges and all liens for hazardous waste cleanup asserted by the United States of America, the State of New Hampshire, or any other political subdivision thereof, if any.

Terms of Sale: The sale shall be held on the Mortgaged Premises. To qualify to bid, bidders must place **Ten Thousand Dollars (\$10,000.00)** to bid on deposit with the attorney for the mortgagee in pre-endorsed certified check, cashier's check or other form of payment acceptable to the Mortgagee or his agent or attorney prior to the commencement of the auction sale. The deposit shall be waived in the case of the Mortgagee. The balance of the purchase price must be paid in full by the highest bidder ("Purchaser") in cash or by certified check on or before **the thirtieth (30th) day after the sale, TIME BEING OF THE ESSENCE**. If the Purchaser fails to complete the purchase of the Mortgaged Premises in accordance with the preceding sentence, then the Mortgagee may, at its option: (i) take title to the Mortgaged Premises and retain all the funds held on deposit in full as reasonable liquidated damages resulting from the successful bidder's failure to perform; or (ii) retain all the funds held on deposit in full as reasonable liquidated damages resulting from the Purchaser's failure to perform and sell the Premises to the second highest bidder at sale or; (iii) retain all the funds held on deposit in full as reasonable liquidated damages resulting from the successful bidder's failure to perform and re-auction the Premises. Conveyance of the Mortgaged Premises shall be by foreclosure deed. The foreclosure deed shall be delivered to the Purchaser upon the Mortgagee's receipt of the balance of the purchase price. The Purchaser shall execute a memorandum purchase and sale agreement at the conclusion of the Sale, which may contain additional terms, failing which, the Mortgagee may (i) take title in its own name or the name of an affiliate; or (ii) offer the Mortgaged Premises to the second highest bidder without conducting a new sale. The Mortgagee reserves the right, at its sole and absolute discretion to extend the time of closing of the Sale to a date not more than sixty (60) days after the date of sale. All decisions regarding the identity of the highest bidder and the highest bid price shall be made by the auctioneer in his sole and absolute discretion and shall be final and binding on all bidders.

Exclusion of Warranties: Except for warranties arising by operation of law, **THE SALE OF THE MORTGAGED PREMISES IS "AS-IS" AND WITH ALL FAULTS, LATENT OR PATENT SUBJECT TO ALL PRIOR ENCUMBRANCES**. The conveyance of the Mortgaged Premises will be made by the Mortgagee and accepted by the Purchaser without any other expressed or implied representations or warranties whatsoever, including but not limited to representations regarding acreage, subdivision approval, zoning, description of the Mortgage Premises, uses, outstanding taxes, liens and encumbrances, title matters, availability of any utilities, occupancy, or any other matter. Purchaser shall be deemed to have expressly acknowledged by participation in the Sale that any warranty or representation other than those contained herein made by the attorney for the mortgagee, or other person, are without authority and that Purchaser has duly inspected the Mortgaged Premises, the title thereto, the occupancy thereof, and all other matters in connection with the purchase of the Mortgaged Premises by itself and by various experts, including counsel if Purchaser so desires, as is reasonable and prudent. To the extent that the Mortgaged Premises and the conveyance hereunder includes fixtures or other personalty, than all such items shall be conveyed "as-is" and "where-is". **MORTGAGEE EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MORTGAGEE EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING TITLE TO ANY SUCH FIXTURES OR OTHER PERSONALTY**. From and after the conclusion of the Sale, all risk of loss or damage to the Mortgaged Premises shall pass to, and be borne by, the successful bidder. The Mortgagee shall not be required to deliver to the successful bidder anything other than: (i) a statutory form foreclosure deed; (ii) an affidavit in the form required by NH RSA 479:26; and (iii) a declaration of consideration as required by the New

Hampshire Department of Revenue, at the closing. The successful bidder shall pay all of the N.H. real estate transfer tax due (N.H. RSA 78-B) upon the transfer.

Reservation of Rights: The Mortgagee reserves the right to (1) adjourn, cancel or continue the Sale to such later date and time as the Mortgagee may deem desirable; (2) bid on and purchase the Mortgaged Premises at the Sale; (3) reject any and all bids and/or bidders for the Mortgaged Premises; (4) waive reading this notice or any portion thereof at the Sale; (5) amend or alter the terms of the 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 regarding the Sale or Mortgaged Premises, contact Martin J. Baroff, Esquire, Baroff & Craven, PA, telephone number (603) 647-4662 or the office of James R. St Jean, the auctioneer at (603) 734-4348.

Dated this 13th day of September, 2017.

BEDFORD LENDING CORP.

By its attorneys,
Baroff & Craven, PA

By: Martin J. Baroff, Esquire
740 Chestnut Street
Manchester, NH 03104
(603) 647-4662