

**MORTGAGEE'S NOTICE OF FORECLOSURE SALE  
AND SECURED PARTY'S NOTICE OF DISPOSITION OF COLLATERAL**

NOTICE IS HEREBY GIVEN THAT BY THE POWER OF SALE CONTAINED IN THE FOLLOWING MORTGAGE AND SECURITY INSTRUMENTS:

A certain Mortgage and Security Agreement from **MOULTONBORO HOSPITALITY, LLC** a New Hampshire Limited Liability Company with a place of business at 340 Route 25, Moultonborough, New Hampshire, 03254, and with a mailing address of PO Box 366, Moultonborough, New Hampshire 03254-0366 to **MEREDITH VILLAGE SAVINGS BANK**, 24 NH Route 25, P.O. Box 177, Meredith, Belknap County, New Hampshire, 03253, dated May 3, 2005, recorded May 5, 2005 in the Carroll County Registry of Deeds at Book 2412, Page 271, which mortgage was given to secure a certain promissory note and other loan documents of near or even dates; and

A Security Agreement between **MOULTONBORO HOSPITALITY, LLC**, a New Hampshire Limited Liability Company, (Debtor) and **MEREDITH VILLAGE SAVINGS BANK** as evidenced by Financing Statements which were recorded in the New Hampshire Secretary of State's Office on May 6, 2005 as UCC-1 File Number 20050010629G, on April 7, 2010 as UCC-3 File Number 20100007422K, and on March 9, 2015 as UCC-3 File Number 1503111157123; and in the Carroll County Registry of Deeds at Book 2412, Page 287, Book 2851, Page 786 and Book 3190, Page 231; which Security Agreement was given to secure a certain promissory note dated May 3, 2005;

Pursuant to the provisions of said Security Agreement, Meredith Village Savings Bank, the Secured Party, has a perfected security interest in the following property:

- (i) All of debtor's assets of any kind or nature, including but not limited to equipment, inventory, goods, fixtures, accounts, licenses, permits, trade names, contract rights, equipment, instruments, documents, chattel paper, deposit accounts, letters-of-credit, supporting obligations, investment property and general intangibles, whether now owned or hereafter acquired, including all proceeds and products thereof ("Collateral").

MEREDITH VILLAGE SAVINGS BANK shall sell the real property secured by the Mortgage and the personal property secured by the Security Agreements in accordance with the following:

**REAL AND PERSONAL PROPERTY SALE:**

MEREDITH VILLAGE SAVINGS BANK, the present holder of the promissory note and owner of the Mortgage and Security Agreements, by the power of sale set forth in the Mortgage and by virtue of the authority set forth in Section 9-610 of the Uniform Commercial Code (RSA 382-A:9-610) and because of the breach of conditions and terms set forth in the Mortgage, the Security Agreements, and the promissory note, namely failure to pay principal and interest when due shall, **SELL AT PUBLIC AUCTION THE MORTGAGED PROPERTY AND THE PERSONAL PROPERTY COVERED BY THE SECURITY AGREEMENTS** (land, building(s) and personal property situated at **340 NH Route 25, Moultonborough, Carroll County, New Hampshire**) **ON THE MORTGAGED PROPERTY PREMISES ON November 30, 2017 AT 11:00 O'CLOCK IN THE MORNING**, being all and the same premises more particularly described in the Mortgage.

**TERMS OF SALE:**

Said real and personal property shall be sold subject to (i) all unpaid taxes and liens, whether or not of record; (ii) Mortgage, liens, attachments and all other encumbrances and rights, titles and interests of third persons which are entitled to precedence over the Mortgage and Security Agreements; and (iii) any other matters affecting title of the Mortgagor to the premises disclosed herein.

**DEPOSITS:**

Prior to commencement of the auction, all registered bidders shall pay a deposit in the amount of Ten Thousand Dollars (\$10,000.00). At the conclusion of the auction of the premises, the highest bidder's deposit, if such high bidder's bid is accepted by the Bank, shall immediately be paid to the Bank and shall be held by the Bank subject to these Terms of Sale.

All deposits required hereunder shall be made in cash or by check to the order of the Bank, which is acceptable to the Bank in its sole and absolute discretion.

**WARRANTIES AND CONVEYANCE:**

The Bank shall deliver a Mortgagee's Foreclosure Deed of the Real Estate and Bill of Sale of the personal property to the successful bidder accepted by the Bank within forty-five (45) days from the date of the foreclosure sale, upon receipt of the balance of the Purchase Price in cash or check acceptable to Bank. The Real estate will be conveyed with those warranties contained in the

Mortgagee's Foreclosure Deed, and no others. THE REAL PROPERTY AND PERSONAL PROPERTY SHALL BE SOLD "AS IS" WITH RESPECT TO PHYSICAL CONDITION. EXCEPT FOR WARRANTIES ARISING BY THE OPERATION OF LAW, THE MORTGAGEE WILL CONVEY THE REAL PROPERTY AND PERSONAL PROPERTY TO THE SUCCESSFUL BIDDER WITHOUT ANY OTHER EXPRESSED OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER.

**FEDERAL TAX LIEN:**

If the property to be sold is subject to a tax lien of the United States of America Internal Revenue Service, unless said lien is released after sale, the sale may be subject to the right of the United States of America to redeem the lands and premises on or before 120 days from the date of the sale.

**BREACH OF PURCHASE CONTRACT:**

If any successful bidder fails to complete the contract of sale resulting from the Bank's acceptance of such successful bidder's bid, such successful bidder's deposit may, at the option of the Bank, be retained as full liquidated damages or may be held on account of the damages actually suffered by the Bank. If such deposit is not retained as full liquidated damages, the Bank shall have all of the privileges, remedies and rights available to the Bank at law or in equity due to such successful bidder's breach of the contract of sale. Notice of the election made hereunder by the Bank shall be given to a defaulting successful bidder within 50 days after the date of the public auction. If the Bank fails to notify a defaulting successful bidder of which remedy the Bank has elected hereunder, the Bank shall be conclusively deemed to have elected to be holding the deposit on account of the damages actually suffered by the Bank.

**AMENDMENT OF TERMS OF SALE:**

The Bank reserves the right to amend or change the Terms of Sale set forth herein by announcement, written or oral, made prior to the commencement of the public auction.

**NOTICE TO THE MORTGAGOR, ANY GRANTEE OF THE MORTGAGOR AND ANY OTHER PERSON CLAIMING A LIEN OR OTHER ENCUMBRANCE ON THE 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.

For further information respecting the aforementioned foreclosure sale, contact James R. St. Jean Auctioneers, 45 Exeter Rd., PO Box 400, Epping NH 03042, 603-734-4348.

Dated this the 2<sup>nd</sup> day of November, 2017.

MEREDITH VILLAGE SAVINGS BANK

By Its Attorneys

Minkow & Mahoney Mullen, P.A.

By: Peter J. Minkow, Esq.

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