

MEMORANDUM OF SALE

_____, 2016

103 Dorrs Corner Road, Center Ossipee, NH 03814

I, _____
(hereinafter referred to as the "Buyer"), hereby acknowledge that I have this day agreed to purchase at a Mortgagee's Public Auction Foreclosure Sale from St. Jean Auctioneers, as agent for Salem Five Cents Savings Bank (hereinafter referred to as the "Seller"), for the sum of:

_____ (\$ _____)
Dollars.

Buyer hereby agrees to comply with all of the terms of the sale as stated in this Memorandum of Sale as well as the additional terms, which are attached hereto. Buyer has this day paid to Seller Five Thousand (\$5,000.00) Dollars as a non-refundable deposit on the sale. Said deposit shall be forfeited to the use of Seller in the event that Buyer fails to comply with any terms of the sale. Notwithstanding any and all forfeitures, said forfeitures shall not relieve the Buyer of any liability under this contract.

The balance of the purchase price shall be paid in cash, certified or treasurer's check and shall be deposited with the office of Craig, Deachman and Amann, PLLC, 1662 Elm Street, Manchester, NH 03101 within Forty-Five (45) days. The said real estate will be conveyed by a Mortgagee's Foreclosure Deed upon receipt of the balance of the purchase price. All of this to be accomplished during normal banking hours and time is of the essence.

No personal property of any nature is included in this contract or sale except such as are particularly mentioned in writing herein.

In addition to the purchase price, the Buyer shall also pay all unpaid real estate taxes, water and sewer bills, municipal liens, tax titles, betterments and assessments, State of New Hampshire document tax stamps (\$15 per thousand) and recording charges as required by the Registry of Deeds.

Seller acknowledges that Seller has this day received from the Buyer the sum of Five Thousand (\$5,000.00) Dollars as a non-refundable deposit towards this purchase. The real estate is situated at and numbered 103 Dorrs Corner Road, Center Ossipee, NH and specifically identified in a Mortgage Deed from Salem Five Mortgage Company, LLC, the Mortgagor to Barbara Berry and Duane Berry, the Mortgagee dated September 28, 2007, recorded with the Carroll County Registry of Deeds in Book 2665, Page 750, assigned to Salem Five Cents Savings Bank assignment dated June 24, 2005 and recorded in said Registry at Book 2665, Page 771, this day sold by said Auctioneer at public auction for the sale price as noted above, subject to any and all terms and conditions of the sale.

Witnessed by:

Buyer: _____

Buyer: _____

Salem Five Cents Savings Bank

By: _____

RE: 103 Dorrs Corner Road
Mortgagor: Barbara Berry and Duane Berry
Mortgagee: Salem Five Cents Savings Bank

ADDITIONAL TERMS AND CONDITIONS

The successful bidder shall be required to execute a Memorandum of Sale upon acceptance of the bid.

Subject property will be sold to the highest bidder who must make a deposit of Five Thousand (\$5,000.00) Dollars in cash, certified or treasurer's check at time and place of sale. Balance of the purchase price is to be paid in cash, by certified check or by bank cashier's check in or within Forty-Five (45) days thereafter, to be delivered to the office of Craig Deachman and Amann, PLLC, 1662 Elm Street, Manchester, NH 03101 . All of this to be accomplished during normal banking hours and time is of the essence.

If after the premises are sold the successful bidder shall refuse to execute a Memorandum of Sale, or if after signing, the bidder does not perform their part of the agreement, the deposit shall be forfeited. In case of forfeiture, the deposit shall become the property of the Seller and such forfeiture shall not release the successful bidder from this agreement. The Seller/Mortgagee reserves the right to convey the premises to the second highest bidder at the last highest bid without further notice by publication or otherwise under the same terms and conditions as were offered at today's foreclosure auction. Said second highest bidder will have three (3) days after notification by the foreclosing Mortgagee to make the required deposit and sign the foreclosure Memorandum of Sale. Should said second highest bidder refuse to execute a Memorandum of Sale or fail to so perform thereunder, then the Mortgagee shall have the option to purchase the premises for the amount of the second highest bid.

The premises are also being sold subject to any and all outstanding taxes, tax titles, municipal liens, water and sewer use charges, betterments, or assessments, superior encumbrances, occupants or leases, etc., if any there be.

The Buyer will be responsible for all taxes, water, sewer and refuse charges, interest, demands, late charges, etc., through the date of passing.

Initials: _____

RE: 103 Dorrs Corner Road

Mortgagor: Barbara Berry and Duane Berry

Mortgagee: Salem Five Cents Savings Bank

Additionally, the Buyer will be responsible for 100% of buyer and seller's documentary recording stamps, plus any and all recording charges and surcharges as required by the Registry of Deeds.

The Buyer at this foreclosure sale is advised and made aware of the following:

- **The premises shall be conveyed subject to any tenants and/or occupants and subject to any leases, if any, affecting the premises. No representation is made by the mortgage holder regarding security deposits, whether the present tenants/occupants are subject to rent control, or what the monthly rental income is from such tenancies;**
- **If as of this date there are any tenants/occupants on said premises and the Buyer at this foreclosure sale wishes to evict any such tenant/occupant, Buyer must do so at Buyer's own expense;**
- **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.**
- **Subject to any Right of Redemption by the United States of America or its agencies or subsidiaries, if any there be;**
- **Risk of Loss: The Buyer acknowledges that from and after this date, the Buyer shall have the sole risk of loss and the Mortgagee shall have no responsibility for maintaining insurance on the premises. In the event that the premises is damaged by fire or other casualty after the date hereof, the Buyer shall remain obligated to consummate the sale without any reduction in the purchase price;**
- **In the event the Seller cannot convey title to the property as stipulated, the deposit and, if applicable, the balance of the purchase price shall be refunded and all rights hereunder shall cease and the Buyer shall have no recourse against the Seller or Seller's employees, agents and representatives whether at law or in equity and the obligations of all parties under this Memorandum of Sale shall be null and void;**

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- **The Buyer is further advised that all information as shown in the newspaper advertisements and the brochure that has been used for mailing and/or distribution at this auction sale has been compiled purely for the convenience and assistance of the Buyer and while the information shown is assumed to be reasonably correct, it is not guaranteed and/or warranted by the Mortgagee, Auctioneer, Attorney for the Mortgagee, nor any representative of the Mortgagee;**
- **The Buyer is aware and acknowledges that the property is being sold "as is" and further acknowledges that no representations or warranties of any kind whatsoever have been made by or on behalf of the Mortgagee as to the condition, construction or fitness for habitation or whether it conforms to applicable state or local building and sanitary codes. Further, no representations or warranties have been made by or on behalf of the Mortgagee concerning zoning, state of title, utilities, condition of the premises or otherwise.**

I, the Buyer at this Public Auction Sale, do hereby acknowledge that I have read the foregoing and agree to the terms and conditions as set forth and I further acknowledge receipt of a copy of these terms and conditions and a copy of the Auctioneer's Memorandum of Sale.

Witnessed by:

Buyer

Buyer

Salem Five Cents Savings Bank

By: _____

Seller