

MEMORANDUM OF SALE BY FORECLOSURE

Property Address: _____
City: _____
State: New Hampshire

The other terms to be announced at the sale are as follows:

The auctioneer may require the successful bidder, or nominee, other than the mortgagee, (hereinafter the "Buyer"), to deposit the required deposit with the auctioneer, which deposit shall be retained by the Mortgagee if the Buyer shall refuse to sign this Memorandum of Sale by Foreclosure ("Memorandum") or, if after signing, the Buyer does not perform his or her obligations hereunder. If the deposit is so retained, it shall become the property of the foreclosing Mortgagee, and shall not be applied on the mortgage debt.

The sale shall not be deemed completed until the Buyer has made his or her deposit and has signed this Memorandum. The balance of the purchase price shall be paid at HARMON LAW OFFICES, P.C., 150 California Street, Newton, MA 02458, by certified or bank check on or before 2:00 p.m. on the 30th day following the sale, provided that such day is one on which the Registry of Deeds is open for business, and if not, then on the next day on which said Registry is open for business.

The undersigned Buyer shall be named as the Grantee on the Foreclosure Deed unless Harmon Law Offices, P.C. receives from the Buyer an executed written Assignment of Bid identifying the name of an alternate Grantee within three (3) business days from the signing of this Memorandum. Notwithstanding the use of terms by the Buyer, in signing this Memorandum, such as "nominee," "assignee" or similar language, designations intended to allow for future or alternate purchasers shall be disregarded in the preparation of the Foreclosure Deed.

The sale is subject to all unpaid real estate taxes, water and sewer assessments or liens, any other municipal assessments or liens, other charges related to such property, tenants in possession, other liens which may be entitled to precedence over the Mortgagee's mortgage, unpaid condominium fees where applicable, and any other conditions or circumstances that an inspection of such property or the title thereto would disclose.

If the Mortgagee shall be unable to give title or to make conveyance as herein stipulated, the Mortgagee shall give written notice thereof to the Buyer at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of up to thirty (30) calendar days, provided however, that Mortgagee may give Buyer written notice during such thirty (30) day period that it is able to give title or make conveyance as herein stipulated and the Buyer shall deliver the balance of the purchase price within five (5) business days of such written notice. Time is of the essence of this agreement.

Notwithstanding any other provision in this Memorandum to the contrary, as an express term and condition of this Memorandum, the mortgagee reserves the right to void this transaction for any reason. If the Mortgagee does not convey title to the Buyer for any reason, the Mortgagee's sole responsibility shall be the return of deposit paid. If there is a failure of title that results in the foreclosure being invalid, then the Buyer shall be entitled to the return of the purchase price for the property as the Buyer's sole and exclusive remedy. The Buyer shall have no further recourse against the Mortgagee, the Mortgagee's attorney or the auctioneer. This provision of the Memorandum shall survive the delivery of the foreclosure deed.

The Buyer shall pay all recording costs, including, but not limited to, recording fees and documentary stamps.

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

The premises shall be conveyed subject to any leases affecting said premises. If, as of this date, there is any tenant or occupant in residence, the Buyer, if he or she wished to evict such tenant or occupant, must do so at his or her own expense.

The Mortgagee assumes no risk as regards lead paint.

The sale will not be invalidated by errors or misdescription of the size of the parcel or land sold, or the improvements which may be thereon and the Buyer agrees to waive any claim or right he or she might otherwise have by reason of any such error or misdescription, and agrees that if the property sold can be identified by the description as given or any part thereof, he or she will accept same at the full price bid in complete satisfaction and fulfillment on the part of the foreclosing Mortgagee and auctioneer of each and all of their obligations of this contract.

The Buyer acknowledges that from and after this date he or she 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 from or after this date, the Buyer shall remain obligated to consummate the sale without any reduction in the purchase price, and upon consummation of such sale, the Mortgagee shall pay over or assign to the Buyer any amounts recovered or recoverable if and to the extent any such damage by fire or other casualty was insured against, less any amounts reasonably expended by the Mortgagee in order to obtain such recovery.

If the Buyer, including the Mortgagee, shall refuse to execute this Memorandum or shall fail to perform hereunder, the Mortgagee reserves the right to offer the premises to the second highest bidder for the second highest bid pursuant to this Memorandum. In the event that said second highest bidder shall refuse to execute the Memorandum or shall fail to perform thereunder, then the Mortgagee shall have the option to purchase the premises for the amount of the second highest bid.

The Buyer acknowledges that no representations or warranties of any kind whatsoever, other than those set forth herein, have been made by or on behalf of the Mortgagee and that the premises are conveyed in "as is" condition.

