

## NOTICE OF FORECLOSURE SALE

Reference is made to the Mortgage granted by **Christopher R. Bradley and Erin M. Thayer** (the "Mortgagor") to **Salem Co-operative Bank** (the "Mortgagee") dated August 20, 2010, and recorded with the Rockingham County Registry of Deeds at Book 5137, Page 2350 (the "Mortgage").

By virtue of the power of sale contained in the Mortgage, Mortgagee, in execution of the power of sale and for breach of the conditions of the Mortgage, and for the purpose of foreclosing the same, will sell at **PUBLIC AUCTION** on Thursday, April 20, 2023, at 11:00 AM, on premises located at 7 Elm Street, Newton Junction, New Hampshire:

The premises described in the Mortgage as follows (the "Mortgaged Premises"):

"The land with the buildings thereon, situate in Newton, County of Rockingham, State of New Hampshire, at the Junction, so-called and bounded and described as follows:

Commencing at a point on Elm Street at the point of intersection of said property and land now or formerly of Carmis W. Darby; thence running in a Northwesterly direction, by said Elm Street, 136 feet to land now or formerly of Abbie D. Young; thence running Northeasterly to other land of Young, to a brook at a point 136 feet Northwesterly as said brook runs from land now or formerly of said Darby; thence running Southwesterly by said Brook, 136 feet to land now or formerly of said Darby; thence running Southwesterly by said Darby land to the point of beginning.

Also: A certain tract of land on the Northeasterly side of Elm Street, in Newton, County of Rockingham, State of New Hampshire, at land of William Crummett; and thence running Northwesterly by said Elm Street, 2 feet; thence turning and running Northeasterly by land formerly of one Adgurson and on a line parallel with said Crummett's line and 2 feet distance therefrom, to the brook; thence turning and running Southeasterly by the brook 2 feet to land of said Crummett; thence turning and running Southwesterly by said Crummett land to Elm Street and the point of beginning.

Excepting therefrom the parcel conveyed to Elizabeth M. Hastings by deed dated September 16, 1955 and recorded at Rockingham County Registry of Deeds in Book 1369 Page 201."

To the Mortgagor or any other person claiming a lien or encumbrance against the Mortgaged 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. Failure to institute such petition and complete service upon the foreclosing party, or his or her 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.

The address for service of process for the Mortgagee is 3 South Broadway, P.O. Box 67, Salem, NH 03079-0067, and the name of the mortgagee's agent for service of process is Devine, Millimet & Branch, Professional Association, Attn.: Nancy M. Clark, Esq., whose address is 111 Amherst Street, Manchester, New Hampshire 03101.

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.

**Liens and Encumbrances:** The Mortgaged Premises shall be sold subject to all liens and encumbrances entitled to precedence over the Mortgage including, but not limited to, all unpaid taxes 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. There shall be no proration of rents, fuel, real estate taxes, nor of any other matter.

**Terms of Sale:** To qualify to bid, bidders must place Ten Thousand Dollars (\$10,000.00) on deposit with the auctioneer in cash, by certified check or other form of payment acceptable to the Mortgagee prior to the commencement of the auction sale. The deposits placed by unsuccessful bidders shall be returned to those bidders at the conclusion of the sale. The balance of the purchase price must be paid in full by the successful bidder in cash or by certified check on or before the forty-fifth (45th) day after the date of the sale. If the successful bidder fails to complete the purchase of the Mortgaged Premises on or before the forty-fifth (45th) day after the date of the sale, then the Mortgagee may, at its option, retain the deposit in full as reasonable liquidated damages. Conveyance of the Mortgaged Premises shall be by foreclosure deed. The foreclosure shall be delivered to the successful bidder upon the Mortgagee's receipt of the balance of the purchase price on or before the 45th day after the date of the foreclosure sale.

The successful bidder shall execute a foreclosure sale agreement (a/k/a memorandum of foreclosure sale) at the conclusion of the auction. From and after the date of the foreclosure sale, all risk of damage or loss thereto by fire or other casualty or by taking by eminent domain, shall be on the successful bidder, who, in the case of any such loss, damage or taking, shall pay the purchase price for the Mortgaged Premises without deduction.

The Mortgagee reserves the right to accept back up foreclosure bids to become in force in the event that the successful bidder shall fail to timely close. If the successful bidder fails to complete the purchase of the Mortgaged Premises on or before the 45th day after the date of the foreclosure sale, then the Mortgagee reserves the right to retain the deposit in full as reasonable liquidated damages and to sell the Mortgaged Premises to the next highest bidder.

**Exclusion of Warranties:** Except for warranties arising by operation of law, the conveyance of the Mortgaged Premises will be made by the Mortgagee and accepted by the successful bidder without any other express or implied representations or warranties whatsoever including, without limitation, representations or warranties relating to title, possession, construction or fitness for habitation, compliance with state or local codes, recitation of acreage and hazardous waste.

**Reservation of Rights:** The Mortgagee reserves the right to (1) cancel or continue the foreclosure sale to such later date as the Mortgagee may deem desirable; (2) bid on and purchase the Mortgaged Premises at the foreclosure sale; (3) reject any and all bids for the Mortgaged Premises; (4) waive reading this notice or any portion thereof at the foreclosure sale; and (5) amend or alter the terms of 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 Public Auction or the Mortgaged Premises, contact JSJ Auctions at (603) 734-4348.

Dated this 1<sup>st</sup> day of March, 2023.

**SALEM CO-OPERATIVE BANK**

By its Attorneys,

Devine, Millimet & Branch, Professional Association

By: \_\_\_\_\_

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