

MEMORANDUM OF SALE

Memorandum Of Sale made this 20th day of September, 2017, between Cheshire County Federal Credit Union of 143 Marlboro Street, Keene, New Hampshire 03431 (“Seller”), and _____ of _____ (“Buyer”).

WITNESSETH:

1. **Agreement of Purchase and Sale.** Buyer being the high bidder at the foreclosure auction held on September 20, 2017, Buyer and Seller hereby confirm and ratify the following terms and conditions of the sale.

2. **Property to be Sold.** The manufactured housing identified as a 1988 Victorian Mobile Home located at 12 Oriole Avenue, Keene, New Hampshire, being all of the premises conveyed to Christopher A. Fontaine and Nicole M. Harmon by deed from Dustin R. Clark dated August 24, 2009, and recorded in Book 2593, Page 656 of the Cheshire County Registry of Deeds (“the Property”).

3. **Possession.** The Property shall be conveyed “as is,” subject to any and all persons or tenants in possession, any and all unpaid taxes, water and sewer assessments, and liens (INCLUDING BUT NOT LIMITED TO MECHANICS’ LIENS) or assessments which are entitled to precedence over the mortgage given by Christopher A. Fontaine and Nicole M. Harmon to Cheshire County Federal Credit Union dated August 24, 2009, and recorded in Book 2593, Page 658 of the Cheshire County Registry of Deeds.

4. **Consideration.** The purchase price is _____
_____ Dollars (\$_____),

which Buyer agrees to pay as follows:

A. Seller acknowledges having received on
September 20, 2017, a non-refundable deposit in the amount of \$ 2,000.00

B. Certified check or other funds acceptable
to Seller will be paid on date of transfer of title in the amount of \$ _____

TOTAL \$ _____

5. **Deed.** At closing, Seller agrees to furnish at Seller's expense a duly executed foreclosure deed of the Property.

6. **Transfer of Title.** Transfer of title shall take place on or before 4:00 p.m. on October 20, 2017, TIME BEING OF THE ESSENCE, at the offices of Bradley & Faulkner, P.C., 50 Washington Street, Keene, New Hampshire. The failure of Buyer to close on or before 4:00 p.m. on October 20, 2017, shall be a breach of this Agreement and Buyer shall forfeit Buyer's deposit. At the closing the Buyer shall pay all State of New Hampshire transfer taxes on account of the sale and purchase of the Property (see NH RSA Chapter 78-B).

7. **Broker.** The parties represent that no broker was the procuring cause of this sale and purchase or otherwise involved in this transaction. This Agreement is consummated by the parties in reliance on their mutual representations that no broker or agent was the procuring cause of this sale and purchase.

8. **Title.** Seller makes no warranties or representations concerning the title to the Property.

9. **Default.** In the event Buyer shall be in default by reason of the failure or refusal to comply with the terms of this Agreement, the amount of the deposit shall become the Property of Seller as reasonable liquidated damages in lieu of all other remedies of Seller.

10. **Binding Agreement.** It is understood and agreed that this written Agreement (including the Exhibits referred to herein and attached hereto) constitutes the entire contract between the parties hereto with respect to the purchase and sale of the Property and no oral statements or promises or representations or any understanding not embodied in this writing shall be valid. Further, this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties.

11. **Additional provisions.** Buyer acknowledges that the mobile home may not remain at its current location at 12 Oriole Ave., Keene, New Hampshire, unless the Buyer's application to Tanglewood Estates for the mobile home to remain in place is approved by Tanglewood Estates. Buyer further acknowledges that said application review process by Tanglewood Estates includes a criminal background check on anyone living in the home over the age of 18, as well as employment, income and credit history.

In Witness Whereof, Buyer executes this Memorandum of Sale the day and year first above written.

Witness

Buyer