

NOTICE OF MORTGAGEE'S FORECLOSURE SALE

NOTICE IS HEREBY GIVEN that or breach of conditions set forth in a certain Mortgage from John Sumner, now or formerly of 121 Harrington Road, Cornish, New Hampshire 03745-4641, to Jessica Sumner (now Jessica L. Lohanick), of 3215 West Jewell Road, Apt. #9, Fayetteville, Arkansas 72701, dated October 24, 2008, and recorded October 27, 2008, in the Sullivan County Registry of Deeds in Book 1707, Page 650, which mortgage was given to secure a Promissory Note of even date with said Mortgage, which mortgage was assigned to Jessica L. Lohanick, Trustee of the Jessica L. Lohanick Revocable Trust dated November 14, 2011, by Assignment dated November 19, 2011, recorded November 21, 2011, in said Registry in Book 1822, Page 716, by virtue of the Power of Sale contained in said Mortgage, for the purpose of Foreclosing the same, default having been made in the conditions thereof, for reason of nonpayment, Jessica L. Lohanick, Trustee, present holder of said Mortgage, will sell the Mortgaged premises at **PUBLIC AUCTION** at **10:00 am** on **March 22, 2019** on the premises located at 121 Harrington Road, Cornish, Sullivan County, New Hampshire. Said Mortgaged Premises are more particularly described in the aforesaid Mortgage Deed. The premises are to be conveyed subject to and together with all the recitations that may exist in said Mortgage.

TERMS OF SALE

Ten thousand dollars (\$10,000) of the bid must be tendered in the form of cash, or bank Treasurer's check payable to Jessica L. Lohanick, Trustee at the time of

acceptance of the bid. The balance of the bid shall be due in cash or bank Treasurer's check upon delivery of the Foreclosure Deed within thirty (30) days after the foreclosure sale. The sale shall be subject to any existing liens or Mortgages which take precedence over said Mortgage and to all unpaid taxes. The successful bidder will be required to execute a Purchase and Sale Agreement at the location on the date of sale outlining the terms and conditions immediately at the close of the bidding.

The present holder of the mortgage reserves the right to waive all or any portion of the amounts required to be tendered upon acceptance of the bid. Additional terms may be announced at the auction. The present holder of the mortgage reserves the right to qualify bidders prior to sale of the successful bidder fails to complete the purchase of the Mortgaged premises, the present holder of the mortgage reserves the right to retain the deposit in full as liquidated damages as a result of the bidder's failure to perform.

NOTICE

PURSUANT TO RSA 479:25, 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.

THE NAME AND ADDRESS OF THE MORTGAGEE FOR SERVICE OF PROCESS IS JESSICA L. LOHANICK, TRUSTEE OF THE JESSICA L. LOHANICK REVOCABLE TRUST, 3215 WEST JEWELL ROAD, APT. #9, FAYETTEVILLE, ARKANSAS 72701, AND THE NAME AND ADDRESS OF THE MORTGAGEE'S AGENT FOR SERVICE OF PROCESS IS KEVIN F.

CARR, ESQ., BAKER AND HAYES, 29 SCHOOL STREET, LEBANON, NEW HAMPSHIRE 03766.

The original of the Mortgage and instruments may be examined during regular business hours by interested persons at the offices of Baker & Hayes, 29 School Street, Lebanon, New Hampshire.

YOU CAN CONTACT THE NEW HAMPSHIRE BANKING DEPARTMENT BY E-MAIL AT NHBD@BANKING.NH.GOV 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.

RIGHT TO AMEND

The present holder of the mortgage reserves the right to (i) continue the foreclosure sale to such subsequent place or date as it may deem necessary or desirable, (ii) bid upon and purchase the mortgaged premises at the foreclosure sale, (iii) reject any and all bids for the Mortgaged premises or (iv) amend or change the terms of sale set forth herein by announcement, written or oral before commencing the foreclosure sale, which changes or amendments shall be binding upon all bidders.

The property to be sold at the sale will be sold "AS IS WHERE IS". Said premises shall be sold subject to (i) all unpaid real estate taxes and liens therefore, whether or not of record, (ii) mortgages, tax or other liens, attachments and any and all other encumbrances and rights, title and interest of third persons of any nature whatsoever, which are or may be entitled to precedence over the mortgage, and (iii)

ANY AND ALL OTHER MATTERS AFFECTING TITLE TO THE PROPERTY.

WARRANTIES

The conveyance of the Mortgaged premises shall be made by the present holder of the mortgage and accepted by the successful bidder without any other express or implied representations or warranties.

Dated at Lebanon, New Hampshire, on December 10, 2018.

JESSICA L. LOHANICK, TRUSTEE
By her attorneys
BAKER & HAYES
By Kevin F. Carr, Esq.
29 School Street
PO Box 524
Lebanon, NH 03766
603-448-2720