

MEMORANDUM OF SALE

THIS AGREEMENT made this ___ day of March, 2018, between **Franklin Savings Bank**, a bank duly organized under the laws of the State of New Hampshire, and having a principal place of business at 387 Central Street, Franklin, New Hampshire, and the Buyer(s)

_____ of _____
Social Security No. or EIN#: _____
Telephone No. _____

WITNESSETH:

The SELLER agrees to sell, and the BUYER agrees to buy the Land and Buildings located 167 South Main Street in the City of Franklin, County of Merrimack and State of New Hampshire, as more particularly described in the Mortgage given by **Thomas S. Rudinsky** to **Franklin Savings Bank**, dated March 12, 2013, and recorded in the Merrimack County Registry of Deeds at Book 3373, Page 1844.

The SELLING PRICE is _____ Dollars (\$ _____).
An initial deposit of \$ _____ is acknowledged. An additional deposit sufficient to bring the total deposit to ten per cent (10%) of the SELLING PRICE is to be paid in cash, certified check, or bank draft within 48 hours, to be held by Franklin Savings Bank, 387 Central Street, Franklin, New Hampshire. The balance is to be paid in cash, certified check, or bank draft on the date of transfer of title in the sum of _____ (\$ _____) dollars.

DEED: Title shall be conveyed by a Foreclosure Deed (Statutory Form) and Affidavit and shall be subject to all outstanding taxes and liens as well as superior encumbrances of record. Buyer shall be responsible for all tax transfer stamps and recording costs.

TRANSFER OF TITLE: On or before _____, 2018, at 10:00 a.m. at Franklin Savings Bank, 387 Central Street, Franklin, New Hampshire, TIME BEING OF THE ESSENCE.

PERSONAL PROPERTY INCLUDED: None.

LIQUIDATED DAMAGES: If the BUYER shall default in the performance of his/her/its obligation under this agreement, the amount of the deposit then received shall become the property of the SELLER as reasonable liquidated damages. If the BUYER shall default, all the rights under this agreement shall be automatically assigned to SELLER.

TENANTS/PERSONS IN POSSESSION: Seller makes no representations as to the claims, if any, of tenants, occupants, and/or persons in possession of the premises at the time of the foreclosure sale and/or transfer of title. Buyer understands and hereby agrees that Seller is not responsible to deliver

the premises free of claims of occupants, tenants, and/or persons in possession of the premises, if any, at the time of the foreclosure sale and/or transfer of title.

PRIOR STATEMENTS: All representations, statements and agreements hereto made between the parties hereto are merged in this Agreement, which alone fully and completely expresses their obligations. This Agreement is entered into by each party after opportunity for investigation. Neither party is relying on any statements or representations not embodied in this Agreement made by the other or on his behalf, including, but not limited to those statements and representation contained in the Notice of Mortgagee's Sale brochures, or any advertisement regarding the sale.

ADDITIONAL TERMS: _____
_____.

This Agreement shall be binding on the heirs, executors, administrators and assigns of both parties.

Witness

Buyer

Witness

Buyer

FRANKLIN SAVINGS BANK

Witness

BY: Brian Slipp
Assistant Vice President duly authorized