

MORTGAGEE'S SALE MEMORANDUM
AND DEPOSIT RECEIPT

MORTGAGEE:

Savings Bank of Walpole
84 Marlboro Street
Keene, NH 03431

PURCHASER:

MAILING ADDRESS:

PHONE NUMBER:

(_____)

SOCIAL SECURITY/TAX ID #:

NOTICE:

The Notice of Foreclosure Sale, a copy of which is attached as Exhibit A (the "Notice"), scheduling a public auction (the "Public Auction") for June 22, 2018. The Notice and its terms are made a part of this Agreement by reference.

PREMISES:

Land and buildings located at 21 Tilsey Brook Drive, Richmond, Cheshire County, New Hampshire. The premises are more particularly described in the mortgage.

BID:

The amount of the high bid made by Purchaser at the Public Auction for the premises:

\$ _____

DEPOSIT:

The Deposit delivered to Mortgagee by Purchaser in the amount of:

\$ _____

WITNESSETH

In consideration of the Purchaser's Bid for the Premises, the Purchaser's payment of the Deposit and the Mortgagee's agreement to convey the Premises to the Purchaser pursuant to the terms of the Notice and New Hampshire law, the parties hereby agree as follows:

1. The Purchaser acknowledges that, prior to the making of the Bid, the Purchaser understood that the Bid is irrevocable.
2. The Purchaser agrees to purchase the Premises from the Mortgagee, and the Mortgagee agrees to execute and deliver to the Purchaser a statutory Foreclosure Deed Under Power of Sale conveying the Premises to the Purchaser (the "Foreclosure Deed"), subject to, and upon the terms, conditions and covenants set forth herein and in the Notice.
3. The Purchaser shall pay to the Mortgagee the amount of the Bid, Less the Deposit, in Satisfactory Funds, as that term is defined in the Notice, and the Mortgagee shall execute the Foreclosure Deed to the Purchaser, on or before the forty-fifth (45th) day from the date hereof (the "Closing Date"), at the offices of John P. Rab, Esq., Hudkins Law, PLLC, 265 Washington Street, Keene NH 03431.
4. If the Purchaser fails to perform Purchaser's obligations hereunder, the Mortgagee may, at its option, retain the Deposit as liquidated damages by Purchaser's failure to perform. At Mortgagee's option, the Purchaser's right to purchase the premises for the bid price under this Agreement shall be assigned to Mortgagee.
5. Purchaser shall be responsible for the preparation and delivery of a settlement statement to Mortgagee on the Closing Date in a form and with calculations previously agreed to by Mortgagee, and a NH Department of Revenue Administration Real Estate Transfer Tax Declaration of Consideration and a Real Estate Transfer Questionnaire pursuant to RSA 78-B:10 and RSA 78-13:10-a. Purchaser shall be responsible for the payment of the entire amount of the New Hampshire Real Estate Transfer Tax required to record the Deed at the appropriate registry of deeds.

6. The provisions of the Notice and New Hampshire law governing foreclosure sales of real estate are incorporated in this Memorandum by reference as if fully set forth herein.
7. The Notice, as supplemented by this Memorandum, shall inure to the benefit of, and be binding upon the Purchaser and the Mortgagee, and their respective heirs, administrators, executors, successors, legal representatives and assigns.
8. The Purchaser acknowledges that the Mortgagee has made no representations as to the quality of title or the physical condition of the Premises to be conveyed by the Foreclosure Deed. The Purchaser is buying the premises "as is" "where is" subject to any outstanding real estate taxes, water and sewer assessments, encumbrances with priority over the mortgage which is being foreclosed on, and possession of any tenants.
9. The Mortgagee hereby acknowledges receipt of the Deposit as of the date set forth below.
10. In the event that the Mortgagee determines it is unable to transfer title as a result of a defect in the foreclosure process or due to an intervening lien as defined in NH RSA 479:26,II, then this Agreement shall be terminated, Purchaser's deposit shall be refunded and neither party shall have any further rights hereunder.
11. In the event the Mortgagee shall declare Purchaser in default hereunder, then at Mortgagee's option, Purchaser's bid shall be automatically assigned to the Mortgagee and the Mortgagee may accept the Foreclosure Deed in its name if it so desires. Purchaser hereby appoints Mortgagee its true and lawful attorney, irrevocably of the Purchaser, in its name and stead, to make any necessary conveyances, assignment or transfer of Purchaser's interest hereunder and for such purpose Mortgagee may execute all necessary documents or instruments, the Purchaser hereby ratifying and confirming all that its said attorney shall do. by virtue of this power. This power shall be deemed to be a power coupled with an interest and not subject to a revocation.
12. Purchaser may not record this Agreement without the prior written consent of the Mortgagee. Breach by the Purchaser of this provision shall entitle the Mortgagee, at its sole option and discretion to terminate this Agreement by recording a notice of election to terminate in the Cheshire County Registry of Deeds. Mortgagee may record this Agreement if it desires, in its sole discretion.

Dated this ____ day of June, 2018.

WITNESS:

MORTGAGEE:

Savings Bank of Walpole

PURCHASER:

EXHIBIT A

NOTICE OF FORECLOSURE SALE

Reference is made to a mortgage deed given by **Darlene F. McKinstry** (the "Mortgagor") to **Savings Bank of Walpole** dated March 16, 2009 and recorded at the Cheshire County Registry of Deeds in Book 2561, Page 439 (the "Mortgage").

By virtue of the Power of Sale contained in the Mortgage, the Mortgagee in execution of the Power of Sale and every other power, and for breach of the conditions of the Mortgage, including non-payment, and for the purposes of foreclosing the same, will sell at **PUBLIC AUCTION** the premises described in and conveyed by, the Mortgage (the "Premises").

THE PREMISES TO BE SOLD:

Land and buildings located at **21 Tilsey Brook Drive, Richmond, Cheshire County, New Hampshire**. The premises are more particularly described in the mortgage.

DATE, TIME AND PLACE OF SALE: THE SALE SHALL BE HELD ON JUNE 22, 2018 AT 11:00 A.M. PREVAILING LOCAL TIME, ON THE PREMISES AT 21 TILSEY BROOK DRIVE, RICHMOND, CHESHIRE COUNTY, NEW HAMPSHIRE.

TERMS OF SALE: The Premises will be sold without warranties or representations of any kind or manner, subject to all applicable rules, regulations, statutes and ordinances of public authorities having jurisdiction and subject to all unpaid taxes and other municipal assessments and liens therefore and all other liens, easements, rights, and encumbrances of any and every nature, whether or not of record, which are or may be entitled to precedence over the Mortgage and subject to any existing tenants, tenancies, or persons in possession. Notwithstanding any title information contained in this Notice, the Mortgagee expressly disclaims any representations as to the state of title to the Premises as of the date of this notice or of the date of sale. The Premises shall be sold "AS IS" and "WHERE IS" with all faults, latent or patent and subject to all encumbrances and the Mortgagee makes and shall make no warranties or representations of any kind in connection with the Premises. In particular, and without limiting the foregoing, the Mortgagee makes no representations or warranties with respect to the accuracy of any statement as to the boundaries, acreage, frontage or other matters contained in the description of the Premises contained in the Mortgage or otherwise, regarding the future or present use or occupation of the Premises, the condition of the Premises, title to the Premises, or any other matter. All warranties of merchantability or fitness for a particular purpose are and shall be disclaimed. Mortgage expressly disclaims all warranties regarding any fixtures or personalty.

In order to qualify to bid at the foreclosure sale, an interested person must present to the Mortgagee or its agent at the time of sale a deposit of **Ten Thousand (\$10,000.00) Dollars** in cash or by certified check, cashier's or treasurer's check or bank draft ("Satisfactory Funds") or such other form acceptable to Mortgagee in its sole discretion. Deposits of unsuccessful bidders shall be returned at the conclusion of the public auction. Conveyance of the premises, or an agreed portion thereof, shall be by foreclosure deed.

The successful bidder will be responsible for paying all transfer taxes due by reason of this sale or the foreclosure deed given pursuant to this sale. The successful bidder shall be required to sign a Memorandum of Sale at the conclusion of the public auction and must pay the balance of the bid price in full in Satisfactory Funds upon tender of Mortgagee's foreclosure deed at the closing to be held at the office of the undersigned attorney in Keene, New Hampshire, within forty-five (45) days of the sale, time being of the essence. If any successful bidder fails to complete the purchase in a timely manner, the Mortgagee reserves the right to retain the deposit in full as a result of the bidder's failure to perform. The Mortgagee shall not be required to deliver to the successful bidder anything other than: (i) a statutory form foreclosure deed; (ii) an affidavit in the form required by NH RSA 479:26 and; (iii) a declaration of consideration as required by the New Hampshire Department of Revenue, at closing.

RESERVATION OF RIGHTS: The Mortgagee reserves the right to (1) cancel or continue the foreclosure sale to such subsequent date or dates as the Mortgagee may deem necessary or desirable, (2) bid upon and purchase the Premises at the foreclosure sale without having to produce a deposit, (3) reject any and all bids for the Premises; (4) waive reading this Notice or any portion thereof at the foreclosure sale; and (5) take title in its own name or in the name of an affiliate; (6) offer the mortgaged premises to the second highest bidder; (7) amend the terms of sale set forth herein by announcement, written or oral, made before or during the foreclosure auction, and any such changes or amendments shall be binding on all bidders.

RIGHT TO PETITION: PURSUANT TO NEW HAMPSHIRE 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. Failure to institute such petition and complete such service upon the mortgagee, or its agent conducting the foreclosure sale, prior to sale, shall thereof bar any action or right of action of the mortgagor based on the validity of the foreclosure.

HELP WITH HOUSING AND FORECLOSURE ISSUES: 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.

CONTACT INFORMATION FOR THE NEW HAMPSHIRE BANKING DEPARTMENT IS:

Address: New Hampshire Banking Department
53 Regional Drive, Suite 200
Concord, NH 03301
Email: nhbd@banking.nh.gov

SERVICE OF PROCESS: Pursuant to N.H. RSA 479:25, II (b) (1), you are hereby notified that the address of the Mortgagee for service of process is Savings Bank of Walpole, 84 Marlboro Street, Keene, NH 03431, and the name and address of the Mortgagee's agent for service of process is John P. Rab, Esq., 265 Washington Street, Keene, NH 03431.

FURTHER INFORMATION: Prospective bidders should contact James St. Jean Auctioneers, 45 Exeter Road, PO Box 400, Epping, NH 03042 at (603)-734-4348; www.jsjauctions.com for further information.

LOCATION OF MORTGAGE INSTRUMENT: The original mortgage instrument may be examined by any interested person at the offices of John P. Rab, Esq., Hudkins Law, PLLC, 265 Washington Street, Keene, New Hampshire, 03431, by advance appointment.

Dated this 4th day of May, 2018.

By: _____ /s/
John P. Rab, Esquire
John P. Rab, Esq.,
Hudkins Law, PLLC
265 Washington Street
Keene NH 03431
(603) 357-1007
Attorney for the Mortgagee
Savings Bank of Walpole