

NOTICE OF FORECLOSURE SALE

Reference is made to the Mortgage given **KENDRA AND ROBERT WHEELER MESSER** (the "Mortgagor to **FARM CREDIT EAST, ACA** dated July 1, 2013, and recorded with the Merrimack County Registry of Deeds at Book 3396, Page 774 (the "Mortgage").

By virtue of the power of sale contained in the Mortgage, Farm Credit East, ACA (the "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 Friday, October 12, 2018, at 11:00 AM, on premises located at 32 West Meadow Road, in Bradford, Merrimack County, New Hampshire, the premises described in the Mortgage as follows (the "Mortgaged Premises"):

"A certain tract or parcel of land with the buildings and improvements thereon and appurtenances thereto situated in the Town of BRADFORD, County of Merrimack and State of New Hampshire, bounded and described as follows:

Land located on the south side of Hog Hill Road and the east side of West Meadow Road, being Parcel #5 shown on a plan entitled "Property of Ralph and Robert Messer, Bradford and Newbury, N.H." recorded at the Merrimack County Registry of Deeds, Plan #2915, and described as follows:

Beginning at the corner of the Easterly side of East Washington Road and Southerly side of Hog Hill Road; thence Easterly by said Hog Hill Road as the wall now stands to land formerly of Orlen D. Cram; thence Southerly by said Cram land as the wall now is to land formerly of George W. Cofrin; thence by said Cofrin land as the wall now stands to East Washington Road; thence Northerly on the East side of East Washington Road to the bound first mentioned.

Meaning and intending to describe and mortgage the same premises as conveyed to Mortgagors by Quitclaim Deed of Robert Wheeler Messer dated July 1, 2008, and recorded at Merrimack County Registry of Deeds Book 3080, Page 680."

NOTE: In the event there is a scrivener's or typographical error in the above legal description, the legal description in the Mortgage controls.

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 such service upon the Mortgagee or its 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.

For information on getting help with housing and foreclosure issues, please call the foreclosure information hotline (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. The sale shall be subject to the right, if any, of any tenant upon the premises, but only to the extent that the said tenant's rights are senior to the lien of the Mortgage. 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 (the "Initial 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 successful bidder(s) shall be required, within five (5) business days of the date of the sale, to pay an amount which when combined with the Initial Deposit will bring the total deposit to an amount equal to ten percent (10%) of the purchase price (the "Additional Deposit"). The balance of the purchase price must be paid in full by the successful bidder(s) or bidder's assignee in cash, wire transfer, cashier's or certified check on or before the forty-fifth (45th) day after the date of the sale. Conveyance of the Mortgaged Premises shall be by foreclosure deed. The foreclosure deed shall be delivered to the successful bidder or assignee upon the Mortgagee's receipt of the balance of the purchase price on or before the forty-fifth (45th) day after the date of the foreclosure sale. If the successful bidder(s) or assignee(s) 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 Initial Deposit and the Additional Deposit (the "Combined Deposits") in full as reasonable liquidated damages.

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 forty-fifth (45th) day after the date of the foreclosure sale, then the Mortgagee reserves the right to retain the Combined Deposits 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.

Addresses for Service of Process:


Mortgagee: Farm Credit East, ACA, 2 Constitution Drive, Bedford, NH 03110
Mortgagee's Agent: Suzanne Brunelle, Esq., Devine, Millimet & Branch, Professional Association, 111 Amherst Street, Manchester, NH 03101

For further information regarding the Mortgaged Premises, contact James R. St. Jean Auctioneers at 603-734-4348.

Dated this 27th day of August, 2018.

FARM CREDIT EAST, ACA

By its Attorneys,
Devine, Millimet & Branch, Professional Association

By: 
Suzanne Brunelle, Esquire
111 Amherst Street
Manchester, NH 03101
Tel. (603) 669-1000