

BIDDER REGISTRATION AND CONDITIONS

The undersigned Bidder acknowledges that all deposits tendered to Cooper Cargill Chant, P.A. in connection with the foreclosure sale of the premises known as 10 Harrington Avenue, Berlin, County of Coos, State of New Hampshire (03570) (the “Mortgaged Premises”), held on December 19, 2018 at 11:00 a.m. (the “Public Auction”), are subject to the following conditions and that the undersigned’s participation in the foreclosure sale as a bidder is subject to the following terms, conditions and limitations:

The undersigned bidder shall, as a condition precedent to participating in its foreclosure sale, pay the sum of Five Thousand Dollars (\$5,000.00) (the “Deposit”) of the bid price in cash, certified check, or such other form of payment acceptable to Northway Bank (“Mortgagee”), to Cooper Cargill Chant, P.A. The successful bidder shall, within five (5) business days following the Public Auction, pay to the Mortgagee or its agent an additional deposit of Five Thousand Dollars (\$5,000.00) (the “Additional Deposit”). Payment of the Additional Deposit shall be a binding obligation of the successful bidder upon Mortgagees acceptance of the final bid. The foregoing Deposits are non-refundable and shall, subject to the terms hereof, immediately become property of Seller. The Deposit will be returned to unsuccessful bidders at the conclusion of the foreclosure sale.

1. The Deposit tendered by the successful bidder shall irrevocably become property of Mortgagee upon its acceptance of the successful bidder’s highest bid.
2. The successful bidder shall execute a Foreclosure Purchase and Sale Agreement at the conclusion of the auction.
3. The Deposit tendered by the successful bidder is **NON-REFUNDABLE** and shall become property of the Mortgagee upon delivery to the Mortgagee or its agent, Cooper Cargill Chant, P.A.
4. The balance of the Purchase Price must be paid in full by the successful bidder by certified check, or such other form of payment acceptable to the Mortgagee, on or before 5:00 p.m., _____, _____, 2019. **TIME IS OF THE ESSENCE.**
5. Conveyance of the Mortgaged Premises shall be by Foreclosure Deed and shall be delivered to the successful bidder upon Mortgagee's receipt of the balance of the Purchase Price.
6. In the event that the successful bidder is unable to follow through with the purchase of the

Mortgaged Premises, Mortgagee reserves the right to offer the Mortgaged Premises to the second highest bidder for the price bid by the second highest bidder without re-offering the Mortgaged Premises for sale.

7. Copies of the Foreclosure Purchase and Sale Agreement and the proposed Foreclosure Deed are attached hereto. All terms and conditions set forth therein are accepted by the undersigned as a condition precedent to participation in the foreclosure sale as a bidder.
8. 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 expressed or implied representations or warranties whatsoever including, without limitation, representations or warranties relating to title matters, the condition of improvements on the Mortgaged Premises or environmental hazards and contaminants.

Bidder

Mailing address

Street address

Town, State, Zip

Telephone number

Taxpayer identification number