

Upon recording, return to:

Timothy E. Britain, Esquire
CLEVELAND, WATERS AND BASS, P.A.
Two Capital Plaza, 5th Floor
P.O. Box 1137
Concord, NH 03302-1137

FORECLOSURE DEED

KNOW ALL PERSONS BY THESE PRESENTS, that **Capital Regional Development Council** (“CRDC”), a non-profit corporation duly organized under the laws of the State of New Hampshire, with a mailing address of 91 North State Street, P.O. Box 664, Concord, New Hampshire 03301, holder of that certain Mortgage from **ESC Investments, LLC** (the “Mortgagor”) to Merrimack County Savings Bank (“MCSB”) dated May 16, 2007 and recorded in the Merrimack County Registry of Deeds at Book 2988, Page 996 (the “Mortgage”) which Mortgage is now held by **CRDC**, as assignee of the U.S. Small Business Administration (“SBA”) pursuant to Assignment of Loan Documents dated November 20, 2018 and recorded in the Merrimack County Registry of Deeds at Book 3616, Page 490 (see also Transfer and Assignment of Loan Documents from MCSB to SBA dated as of September 28, 2018 and recorded in the Merrimack County Registry of Deeds at Book 3612, Page 1146), with respect to the land and buildings located at 276 North State Street, Concord, Merrimack County, New Hampshire the “Mortgaged Property”), by the power conferred by said Mortgage and every other power, and for consideration paid, grants to _____, a _____, duly organized under the laws of the State of New Hampshire, with a mailing address of

_____ the above-described Mortgaged Property conveyed in the Mortgage and more particularly bounded and described in Exhibit A attached hereto, together with all appurtenant rights and easements benefiting all or any part of the Mortgaged Property, and subject to: (i) any and all unpaid taxes, assessments and condominium fees; (ii) all easements, restrictions, prior liens or other encumbrances of record having precedence over said Mortgage to the extent they may affect the Mortgaged Property; (iii) all applicable building, zoning and environmental laws; (iv) all rights of lessees, tenants and parties in possession, if any; and (v) any right of redemption of the United States of America or any agency thereof, if any there be, including, without limitation, the Internal Revenue Service.

[The balance of this page is intentionally left blank; signatures follow.]

Executed this ____ day of _____, 2019.

**CAPITAL REGIONAL DEVELOPMENT
COUNCIL**

Witness

By:_____

Name:

Title:

Hereunto Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

This instrument was acknowledged before me on this ____ day of _____, 2019, by _____, as _____, on behalf of **Capital Regional Development Council**. The identity of the subscribing party was determined by (**check box that applies and complete blank line, if any**):

- My personal knowledge of the identify of said person **OR**
- The oath or affirmation of a credible witness, _____ (name of witness), the witness being personally known to me **OR**
- The following identification documents:
 - Driver's License
 - Passport
 - Other: _____

Notary Public/Justice of the Peace
My Commission Expires:

EXHIBIT A

A certain tract or parcel of land, with the buildings and improvements located thereon, on the East side of North State Street, in the City of Concord, County of Merrimack, State of New Hampshire, known as 276 North State Street, being shown as Tax Map 69, Block 1, Lot 11 on a plan entitled "Resubdivision Plat, Land of Edna S. Beckett, North State Street & McGuire Street, Concord, NH", dated November 13, 2000, and recorded in the Merrimack County Registry of Deeds as Plan #15355 (the "Plan"), more particularly bounded and described as follows:

Beginning at a steel pin set on the easterly sideline of North State Street at the southwest corner of the within described parcel; thence North $33^{\circ} 15' 38''$ West, along the easterly sideline of North Main Street, a distance of 62.31 feet to a granite bound; thence North $22^{\circ} 58' 36''$ West, along the easterly sideline of North Main Street, a distance of 54.07 feet to a steel pin set in the southerly sideline of McGuire Street, thence North $69^{\circ} 59' 24''$ East, along the southerly sideline of McGuire Street, a distance of 219.55 feet to a steel pin; thence North $20^{\circ} 00' 36''$ West, along the easterly end of McGuire Street, a distance of 40.32 feet to a point; thence North $69^{\circ} 52' 51''$ East, a distance of 4.54 feet to a point; thence North $69^{\circ} 45' 09''$ East, a distance of 8.37 feet to a point at land now or formerly of the Boston & Maine Railroad; thence South $30^{\circ} 25' 21''$ East, along said Boston & Maine Railroad land, a distance of 105.41 feet to a point; thence South $31^{\circ} 33' 53''$ East, along said Boston & Maine Railroad land, a distance of 158.96 feet to a steel pin; thence South $59^{\circ} 02' 23''$ West, along Tax Map 69, Block 1, Lot 8, a distance of 136.27 feet to a steel pin; thence North $33^{\circ} 54' 16''$ West, along Tax Map 69, Block 1, Lot 9 ("Lot 9"), a distance of 13.75 feet to a point at a corner of granite block retaining wall; thence North $57^{\circ} 16' 53''$ East, along said Lot 9, a distance of 19.99 feet to a point at a corner of granite block retaining wall; thence North $32^{\circ} 58' 06''$ West, along said Lot 9, a distance of 18.74 feet to a point at a corner of granite block retaining wall; thence North $30^{\circ} 08' 38''$ West, along Tax Map 69, Block 1, Lot 10 ("Lot 10"), a distance of 118.24 feet to a steel pin; thence South $59^{\circ} 51' 22''$ West, along said Lot 10, a distance of 125.63 feet to the steel pin first mentioned above and the point of beginning.

Said parcel of land contains 41,302 square feet, more or less, as shown on the Plan.

Subject to the reservations, conditions, covenants and agreements contained in the warranty deed of Hammermill Paper Company to J. Overton Beckett and Edna S. Beckett dated December 22, 1988, and recorded in the Merrimack County Registry of Deeds at Book 1766, Page 158, as corrected by the corrective warranty deed of International Paper Company to J. Overton Beckett and Edna S. Beckett dated May 7, 1990, and recorded in the Merrimack County Registry of Deeds at Book 1841, Page 1517.

The within described property is conveyed TOGETHER WITH the benefit of a nonexclusive right and easement, shown on the Plan as the cross-hatched section marked "Access Easement for the Benefit of Lot 11", and being more particularly defined and bounded and described as follows:

Beginning at a steel pin set on the easterly sideline of North State Street at the northwest corner of Tax Map 69, Block 1, Lot 10 ("Lot 10"); thence North $59^{\circ} 51' 22''$ East, along Tax Map 69,

Block 1, Lot 11 (“Lot 11 “), a distance of 125.63 feet to a steel pin; thence South 30° 08’ 38” East, along Lot 11, a distance of 33.06 feet to a point; thence South 59° 51’ 22” West, through Lot 10, a distance of 45.62 feet to a point; thence North 30° 08’ 38” West, through Lot 10, a distance of 20.06 feet to a point; thence South 59° 51’ 22” West, through Lot 10, a distance of 27.17 feet to a point; thence North 30° 08’ 38” West through Lot 10, a distance of 3.00 feet to a point; thence South 59° 51’ 22” West, through Lot 10, a distance of 52.29 feet to a point on the easterly sideline of North State Street; thence North 33° 15’ 38” West, along North State Street, a distance of 10.01 feet to the steel pin first mentioned above and the point of beginning (the “Easement Area”).

The Easement Area shall be used for the purposes of vehicular ingress and egress to and from Lot 11. The Easement Area is to be used for such purposes in common with such vehicles and their occupants as may be employed at or by, or who may desire to use the services or facilities afforded by, or who may need to make deliveries to or provide service to, any of the improvements or business operations located on said Lot 11. Lot 10 shall be burdened by the Easement Area and Lot 11 shall benefit from the Easement Area.

The owners of Lot 10 and Lot 11, their successors and assigns, shall have equally the responsibility for and the costs of maintenance and repair of and snow removal from the Easement Area

AFFIDAVIT
(PURSUANT TO N.H. RSA 479:26)

I, _____ as _____ of **Capital Regional Development Council**, the Grantor in the foregoing deed, on oath say that the principal and interest secured by the Mortgage referred to in the foregoing deed was not paid or tendered or performed when due.

And I further on oath say that no person in interest was in the military service or entitled to relief under the Servicemembers Civil Relief Act at the time of foreclosure, or within the twelve (12) month period prior thereto, to the best of my information and belief.

And I further on oath say that no service of a petition to enjoin the sale was served on BNP Paribas.

Acknowledged, subscribed and sworn to this ____ day of _____, 2019.

Witness

By: _____
Name _____,
Title: _____

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

This instrument was acknowledged before me on this ____ day of _____, 2019, by _____, as _____, on behalf of **Capital Regional Development Council**. The identity of the subscribing party was determined by **(check box that applies and complete blank line, if any):**

- My personal knowledge of the identify of said person **OR**
- The oath or affirmation of a credible witness, _____
(name of witness), the witness being personally known to me **OR**
- The following identification documents:
 - Driver's License
 - Passport
 - Other: _____

Notary Public/Justice of the Peace
My Commission Expires:

I, Timothy E. Britain, attorney for Capital Regional Development Council, the Grantor in the foregoing deed, on my oath say that I caused to be published on December 21 2018, December 28, 2018 and January 4, 2019 in The New Hampshire Union Leader, a newspaper published in Manchester, New Hampshire with a general circulation within the county in which the Mortgaged Premises is situated, a Notice of Mortgagee's Sale of Real Estate (the "Notice"), a notice of which a true copy is attached hereto as Exhibit B.

And I further on oath say that I sent a copy of said Notice on December 7, 2018, by first class and certified mail, return receipt requested, at their last known address, to:

Certified Mail No. 7018-0680-0001-0229-3971
276 North State, LLC
Attn: David Palisi, Manager/Member
276 North State Street
Concord, NH 03301

Certified Mail No. 7018-0680-0001-0229-3964
276 North State, LLC
Attn: Eugene F. Sullivan, III, Registered Agent
276 North State Street
Concord, NH 03301

Certified Mail No. 7018-0680-0001-0229-3957
City of Concord
Office of the Tax Collector
Attn: Michael Jache, Tax Collector
41 Green Street
Concord, NH 03301

Certified Mail No.7018-0680-0001-0229-3940
Capital Regional Development Council
Attn: Brian Lavoie, President
91 North State Street #101
Concord, NH 03301

Certified Mail No.7018-0680-0001-0229-3926
Capital Regional Development Council
Attn: Stephen Heavener & Jennifer Boulanger
91 North State Street #101
Concord, NH 03301

Certified Mail No.7018-0680-0001-0229-3933
ESC Investments, LLC
Attn: David Palisi, Manager/Member
276 North State Street
Concord, NH 03301

Certified Mail No.7018-0680-0001-0229-3919
ESC Investments, LLC
Attn: David Palisi, Registered Agent
45 Ridge Road
Concord, NH 03301

Certified Mail No.7018-0680-0001-0229-3902
Evans Printing Company
c/o Robert J. Holman, President
276 North State Street
Concord, NH 03301

Certified Mail No.7018-0680-0001-0229-3896
Evans Printing Company
c/o Robert J. Holman, Registered Agent
276 North State Street
Concord, NH 03301

Certified Mail No.7018-0680-0001-0229-3889
P & P Sporting Goods, Inc.
d/b/a Everett Sports Center
Attn: David Palisi, President
276 North State Street
Concord, NH 03301

Certified Mail No.7018-0680-0001-0229-3872
P & P Sporting Goods, Inc.
d/b/a Everett Sports Center
c/o David Palisi
45 Ridge Road
Concord, NH 03301

Certified Mail No.7018-0680-0001-0229-3865
Merrimack County Savings Bank
89 North Main Street
Concord, NH 03301

Certified Mail No.7018-0680-0001-0229-3858
Merrimack County Savings Bank
Attn: James M. Gallagher, SVP
89 North Main Street
Concord, NH 03301

Certified Mail No.7018-0680-0001-0229-3841
U.S. Small Business Administration
Attn: Greta Johansson, District Director
55 Pleasant Street, #3101
Concord, NH 03301

Certified Mail No.7018-0680-0001-0229-3834
U.S. Small Business Administration
Attn: Edward Haddock, District Director
2120 Riverfront Drive, Suite 100
Little Rock, Arkansas 72202

Certified Mail No.7018-0680-0001-0229-3827
U.S. Small Business Administration
Attn: Veronica R. Kirtley, Loan Specialist
2120 Riverfront Drive, Suite 100
Little Rock, Arkansas 72202

Certified Mail No.7018-0680-0001-0229-3810
P & P Sporting Goods, Inc.
d/b/a Everett Sports Center
c/o Peter F. Burger, Esq., Registered Agent
Orr & Reno, PA
45 South Main Street
Concord, NH 03301

Certified Mail No.7018-0680-0001-0229-3803
David Palisi
45 Ridge Road
Concord, NH 03301

Certified Mail No. 7018-0680-0001-0229-3797
Robert Palisi
169 Portsmouth Street, Unit 192
Concord, NH 03304

And I further on oath say that no person in interest was in the military service or entitled to relief under the Servicemembers Civil Relief Act at the time of foreclosure, or within the twelve (12) month period prior thereto, to the best of my information and belief.

And I further on oath say that no service of a petition to enjoin the sale was served on me.

And I further on oath say that pursuant to said Notice, at the time and place therein appointed, I sold, or caused to be sold, the Mortgaged Property at public auction on January 11, 2019 to _____ for _____ and No/100ths Dollars (\$_____), bid by

_____, being the highest bid made therefore at said auction. The auction was conducted by The James St. Jean Auctioneers, holder of New Hampshire auctioneer's license No. 2279.

Acknowledged, subscribed and sworn to this ____ day of _____, 2019.

Witness

By: _____
Timothy E. Britain, Esquire

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged, subscribed and sworn to by **Timothy E. Britain**, Esquire, this ____ day of _____, 2019. The identity of the subscribing party was determined by **(check box that applies and complete blank line, if any)**:

- My personal knowledge of the identify of said person **OR**
- The oath or affirmation of a credible witness, _____
(name of witness), the witness being personally known to me **OR**
- The following identification documents:
 - Driver's License
 - Passport
 - Other: _____

Notary Public/Justice of the Peace
My Commission Expires: