

LEGAL NOTICE

NOTICE OF FORECLOSURE SALE

By virtue of the **STATUTORY POWER OF SALE** contained in that certain mortgage given by **Raintree Recreational Ventures, LLC** (the “Mortgagor”) to **Mascoma Savings Bank, fsb**, dated January 30, 2009 and recorded in the Sullivan County Registry of Deeds at Book 1716, page 0453 (together with any amendments, renewals, extensions, or modifications thereto, the “Mortgage”), which Mortgage, and the notes and claims secured thereby, were assigned to **First Southern National Bank** (the “Mortgagee”), by an Assignment of Mortgage dated July 19, 2012 and recorded in the Sullivan County Registry of Deeds at Book 1848, Page 0490, pursuant to and in execution of said power of sale, for breach of the conditions of the Mortgage to satisfy the amounts due thereon, together with all costs, expenses and attorneys’ fees incurred by the Mortgagee in connection with the sale, and expressly for the purposes of foreclosing all rights of the Mortgagor with respect to the property described in the Mortgage, including property described in a UCC fixture filing on real estate dated December 10, 2004 and recorded with the Sullivan County Registry of Deeds at Book 1489, Page 772 (the “Mortgaged Premises”); and for the purposes of foreclosing upon the business assets of **Newport Golf Club, Inc.**, as described in a Security Agreement dated December 8, 2004 and evidenced by a UCC financing statement filed with the New Hampshire Secretary of State on December 13, 2004 with Filing No. 20040008878J, which was assigned to the Mortgagee by File No. 120802465313, dated August 2, 2012, and which is currently filed with Filing No. 1806250001293, dated June 25, 2018, (the “Personal Property,” and together with the Real Property, the “Property”), the Mortgagee will sell at

PUBLIC AUCTION

on April 30, 2019, at 2:00 P.M., local time,

all of the Mortgagee’s right, title and interest in and to the Property. The auction shall be held on the Mortgaged Premises, which has a street address of 112 Unity Road, Newport, Sullivan County, New Hampshire.

For the Mortgagor’s title, see deed recorded in the Sullivan County Registry of Deeds at Book 1361, Page 0275.

This foreclosure sale will be made for the purpose of foreclosure of all rights of redemption of the Mortgagor and Newport Golf Club, Inc. therein possessed by them and any

and all persons, firms, corporations, or agencies claiming by, from or under them.

NOTICE

TO THE MORTGAGOR AND ALL INTERESTED PARTIES: YOU ARE HEREBY NOTIFIED THAT YOU HAVE THE 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 SERVICE UPON THE MORTGAGEE, OR ITS AGENT, CONDUCTING THE SALE PRIOR TO THE SALE SHALL THEREAFTER BAR ANY ACTION OR RIGHT OF ACTION OF THE MORTGAGOR BASED ON THE VALIDITY OF THE FORECLOSURE.

Liens and Encumbrances: The Mortgaged Premises will be sold subject to all unpaid real estate taxes and other municipal assessments and liens therefor, whether or not of record, and all other liens, easements, rights and encumbrances of any and every nature, which are or may be entitled to precedence over the Mortgage, specifically including an easement to the Town of Newport dated December 4, 2009 and recorded in the Sullivan County Registry of Deeds at Book 1768, Page 813, and a discretionary easement to the Town of Newport, dated March 30, 2013 and recorded in the Sullivan Country Registry of Deeds at Book 1926, page 731.

No Warranties: The Mortgaged Premises and the Personal Property will be sold by the Mortgagee and accepted by the successful bidder "AS IS", "WHERE IS" and with all faults. Except for warranties arising by operation of law, the conveyance of the Mortgaged Premises and the Personal Property will be made by the Mortgagee and accepted by the successful bidder without any other express or implied warranties whatsoever, including without limitation, any representations or warranties with respect to title, possession, permits, approvals, recitation of acreage, hazardous materials, and physical condition. All risk or damage to the Mortgaged Premises and the Personal Property shall be assumed and borne by the successful bidder immediately after the close of the bidding.

Terms of Sale: To qualify to bid, bidders must register to bid and present to the Mortgagee or its agent the sum of Fifty Thousand Dollars (\$50,000.00) in cash or by certified check or other form of payment acceptable to the Mortgagee or its agent prior to the commencement of the public auction. The balance of the purchase price shall be paid in full in cash or by certified check upon tender of the Mortgagee's Foreclosure Deed within thirty (30)

days after the sale, time being of the essence. The successful bidder shall execute a Memorandum of Foreclosure Sale immediately after the close of the bidding. If the successful bidder fails to complete the purchase of the Mortgaged Premises and the Personal Property, the Mortgagee may, at its option, retain the deposit as liquidated damages. Deposits of unsuccessful bidders shall be returned at the conclusion of the public auction. Other terms may be announced at sale.

Reservations of Rights: The Mortgagee reserves the right to (i) cancel or continue the public auction to such subsequent date or dates as the Mortgagee may deem necessary or desirable; (ii) waive the reading of this notice or any portion thereof at the same provided that copies of said notice are made available to bidders at the sale; (iii) bid upon and purchase the Property at the public auction without producing any deposit; (iv) reject any and all bids for the Property in Mortgagee's sole discretion; (v) amend or change the terms of sale set forth herein by announcement, written or oral, made before or during the foreclosure sale and such change(s) or amendment(s) shall be binding on all bidders; and/or (vi) convey the Property to the next highest bidder should any successful bidder default.

The Mortgagee's principal place of business and mailing address is 99 Lancaster Street, P.O. Box 295, Stanford, Kentucky, 40484. The Mortgagee's agent for service of process with respect to this foreclosure sale is Julie K. Connolly, Esquire, Julie Connolly Law, PLLC, 8 Ridge Road, P.O. Box 665, Concord, NH 03302-0665, (603) 496-5927.

Further information concerning this sale may be obtained from the auctioneers, James R. St. Jean Auctioneers, Inc., 45 Exeter Road, P.O. Box 400, Epping, New Hampshire 03042, whose telephone number is (603) 734-4348.

Dated this 31st day of March, 2019.

FIRST SOUTHERN NATIONAL BANK

By Its Attorneys,

JULIE CONNOLLY LAW, PLLC.

By: /s/ Julie K. Connolly
Julie K. Connolly, Esq. (NH Bar No. 10984)
P.O. Box 665
Concord, NH 03302-0665
(603) 496-5927
julie@jkc-law.com