

LEGAL NOTICE
Mortgagee Foreclosure Sale
of Real Property

Pursuant to those two certain Real Estate Mortgages from **RM & KM Realty, LLC** (hereinafter referred to as the "Mortgagor") to **Mascoma Bank**, as successor to Connecticut River Bank NA, the first of which is dated November 18, 2010, recorded with the Cheshire County Registry of Deeds at Book 2666, Page 0822 (hereinafter referred to as the "First Mortgage"), and the second of which is dated November 18, 2010, recorded with the Cheshire County Registry of Deeds at Book 2666, Page 0851 (hereinafter referred to as the "Second Mortgage", and together with the First Mortgage, the "Mortgages") and pursuant to N.H. RSA 479:25, **Mascoma Bank** (the "Mortgagee"), for breach of the conditions of the Mortgages and other loan documents secured thereby, shall foreclose upon and sell the real property and improvements thereon identified in the Mortgages (the "Mortgaged Premises") at **PUBLIC AUCTION ON APRIL 30, 2019 AT 11:00 a.m., TO BE HELD AT THE MORTGAGED PREMISES AT 165 MARTELL COURT, KEENE, CHESHIRE COUNTY, NEW HAMPSHIRE.**

1. The Mortgaged Premises being foreclosed upon has a street address of 165 Martell Court, Keene, Cheshire County, New Hampshire. A description of the property is set forth in the Mortgages. The Auction shall be conducted by Auctioneer, James R. St. Jean, 45 Exeter Road, Epping, New Hampshire 03042 whose telephone number is (603) 734-4348.

2. The Mortgaged Premises shall be conveyed "AS IS, WHERE IS." Mortgagee makes no warranties or representations of any kind in connection with the Mortgaged Premises and/or any rights that may be conveyed with the Mortgaged Premises. In particular, and without limiting the foregoing, Mortgagee makes no warranty or representation regarding the title to the Mortgaged Premises; the current status or performance of any leases; the accuracy of any statement as to the boundaries, acreage or frontage; the habitability of any structures; the condition of any wells or septic systems; the availability of any utilities, access, income potential, rental or income information; compliance of the Mortgaged Premises with applicable zoning or other land use laws or regulations; or the existence or non-existence of hazardous material, asbestos, radon, lead paint or other health hazards. All personal property and fixtures being sold (if any) shall be conveyed AS IS and WHERE IS. MORTGAGEE EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MORTGAGEE EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING TITLE TO ANY PERSONALTY. The Mortgaged Premises shall be sold subject to any and all unpaid real estate taxes, prior liens, tenancies and other enforceable encumbrances, whether or not of record, which may be entitled to precedence over the Mortgages. Mortgagee is not responsible for the safekeeping of any personal property, either before or after the foreclosure auction. Risk of loss between the auction and closing shall be entirely on the successful bidder. Any warranty or representation made by any auctioneer or other person is not binding on Mortgagee. Mortgagee is expressly not responsible for any security deposits not in its possession.

3. Only registered bidders may bid at the auction. In order to register to bid, such bidder shall tender a deposit of cash, certified check or bank check, payable to the Mortgagee, in the amount of Ten Thousand Dollars (\$10,000.00). In order to register to bid in a corporate capacity, sufficient evidence of corporate authority to bid at the sale must first be demonstrated to the sole satisfaction of the Mortgagee's attorney. The deposits tendered by unsuccessful bidders shall be endorsed over and returned to them at the conclusion of the foreclosure auction. The deposit tendered by the successful bidder (the "Deposit") is non-refundable upon the lowering of the gavel.

4. The successful bidder will be required to execute a Memorandum of Sale immediately after the close of the bidding, and to pay to the Bank, within 5 calendar days after the auction, such additional amounts as may be required to increase the total amount of the Deposit so it is at least 10% of the accepted bid. Copies of the Memorandum of Sale can be obtained from the undersigned prior to the auction. If the successful bidder neglects or refuses, for any reason, to execute the Memorandum of Sale or to provide the additional deposit, the Deposit shall be retained by Mortgagee. Closing shall occur within thirty (30) days after the date of the auction. At Closing, the Mortgagee shall deliver its Foreclosure Deed and Affidavit of the acts undertaken by it pursuant to N.H. RSA 479:26, and the successful bidder shall pay the balance of the purchase price in cash, or by certified check or bank check, payable to Mortgagee. The successful bidder shall be fully responsible for the payment of applicable transfer stamps. There shall be no prorations of real estate taxes, real estate transfer taxes, rents, fuel or any other item of expense or income. Failure of the successful bidder to close the sale, for any reason whatsoever, other than failure of Mortgagee to deliver its Foreclosure Deed and Affidavit, shall result in forfeiture of the Deposit, a suit for specific performance, and/or a suit for damages, in Mortgagee's discretion.

5. Mortgagee shall be responsible for the fee due to the Auctioneer. The successful bidder shall be responsible for any real estate commission or finder's fee due any other person and in no event shall Mortgagee or any of its agents be responsible for such fees or commissions.

6. The Mortgagee hereby reserves the right to (i) cancel the sale; (ii) postpone the sale one or more times to a date certain by announcement made prior to or at the time of the sale without further public notice; (iii) bid on and purchase the Mortgaged Premises; (iv) reject any and all bids; (v) change the terms of sale stated in this notice by oral or written announcement made at any time before or during the auction sale and such changes shall be binding upon all bidders; and (vi) waive the reading of all or portions of the notice of the sale provided that copies of this notice are made available to bidders at the time and place of sale. The Mortgage instruments may be examined by any interested person at the offices of Sheehan Phinney Bass & Green PA, 17 ½ Lebanon Street, Hanover, New Hampshire.

7. Pursuant to RSA 479:25, the Mortgagor is notified as follows:

**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 SERVICE ON THE FORECLOSING PARTY, OR HIS OR HER 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.

Dated at Hanover, New Hampshire, this 29th day of March, 2019.

MASCOMA BANK

By Its Attorneys,

SHEEHAN PHINNEY BASS & GREEN PA

By: _____

Jon S. Liland, Esquire

17 ½ Lebanon Street

Hanover, NH 03755

(603) 627-8324