

## FORECLOSURE MEMORANDUM OF SALE

By virtue of a foreclosure sale at public auction, pursuant to New Hampshire Revised Statutes Annotated § 479:25 and § 479:27-a, held on April 30, 2019, First Southern National Bank, N.A., with a mailing address of 99 Lancaster Street, P.O. Box 295, Stanford, KY, 40484 ("Seller") agrees to convey

and

\_\_\_\_\_ of \_\_\_\_\_ ("Buyer") agrees to acquire the following described premises and personal property on the terms and conditions set forth as follows:

### 1. Premises:

Newport Golf Club, Inc., 112 Unity Road, Newport, Sullivan County, New Hampshire.

### 2. Personal Property:

All business assets, including the inventory, chattel, paper, accounts, equipment, general intangibles and fixtures, of Newport Golf Club, Inc., 112 Unity Road, Newport, Sullivan County, New Hampshire.

### 3. Foreclosure Bid Price:

The bid price is \_\_\_\_\_ Dollars (\$\_\_\_\_\_), which shall be paid as follows: Fifty Thousand Dollars (\$50,000.00) in cash, certified or bank treasurer's check on the signing of this Memorandum (the "Deposit"); the balance of \_\_\_\_\_ Dollars (\$\_\_\_\_\_ ) in cash, certified or bank treasurer's check at the closing.

### 4. Taxes and Other Encumbrances:

The Premises are sold subject to the real estate taxes assessed or assessable on the Premises, subject to all rights of possession and subject to all prior liens and other enforceable encumbrances of record, specifically including an easement to the Town of Newport dated December 4, 2009, recorded in the Sullivan County Registry of Deeds at Book 1768, Page 813, and an easement to the Town of Newport dated March 30, 2013, recorded in said Registry of Deeds at Book 1926, page 731, and to any rights of redemption which the Internal Revenue Service or any other governmental agency may possess.

Buyer hereby acknowledges that the Personal Property is being sold subject to all other liens and encumbrances of any and every nature, which may be entitled to precedence over the Seller's lien. Buyer also acknowledges that Buyer shall be responsible for the payment of any debts arising out of the aforementioned liens and encumbrances in addition to the total bid price set forth in Paragraph 3 above.

**5. Deed, Bill of Sale and Closing:**

- a. The deed shall be a Foreclosure Deed under Power of Sale.
- b. The deed and bill of sale shall be delivered and the balance of the Foreclosure Bid Price shall be paid on or before May 30, 2019 at 11:00 a.m., time being of the essence, at the offices of Hinckley Allen & Snyder, LLP at 650 Elm Street, Manchester, New Hampshire, or at such time or place as the parties shall agree.

**6. Revenue Stamps and Closing Costs:**

Buyer shall pay for the revenue stamps assessed against both Buyer and Seller by New Hampshire law. Buyer shall be responsible for all recording costs assessed by the Sullivan County Registry of Deeds.

**7. Default:**

If Seller defaults, Buyer shall be entitled to the return of the Deposit as its sole remedy. If Buyer defaults, Seller shall be entitled to retain the Deposit as liquidated damages, or pursue its remedies at law or in equity at its election.

In addition, upon default by Buyer, Buyer's bid shall be immediately assigned to Seller and Seller may thereafter complete the purchase of the Premises and the Personal Property, or Seller may convey the Premises and the Personal Property to the next highest bidder, at the Seller's sole discretion.

**8. Zoning:**

Seller does not represent or warrant to Buyer that the current use of the Premises and the building thereon comply in any respect with any municipal zoning ordinances, building or other like code or that the buildings or the use of the Premises is not a nonconforming structure or use.

**9. Inspection:**

Buyer acknowledges that it is fully satisfied with the physical condition of the Premises and the Personal Property; and Buyer covenants and agrees that it will accept the Premises and the Personal Property in their current condition. Seller disclaims all warranties of fitness for a particular purpose or of merchantability or habitability, either expressed or implied. **Buyer agrees to take the within described Premises and Personal Property AS IS.**

Buyer agrees and acknowledges that it is their responsibility and obligation to secure the Premises and the Personal Property as of the date of this Memorandum. Buyer shall be responsible for maintaining insurance coverage on the Premises and the Personal Property; Seller shall not keep the Premises or the Personal Property insured against loss for the benefit of Buyer. Buyer agrees to indemnify and hold Seller harmless from all claims or injuries,

however arising, from any potential defects, hidden or otherwise, in the Premise or Personal Property, and further agrees to indemnify and hold Seller harmless from any actions, claims or cause of action by any person whatsoever brought or made after the date of this Memorandum.

**10. Acceptance of Deed and Bill of Sale:**

Acceptance of a deed and a bill of sale by Buyer shall be deemed to be the full performance of every agreement and obligation of Seller.

**11. Broker:**

Seller and Buyer represent to each other that no broker or agent has participated in the sale on its behalf and each will indemnify and save the other harmless from any demand, claim or suit at law or in equity by any broker or agent claiming through him or her, including reimbursement or reasonable attorneys' fees and court cost.

**12. Governing Law:**

This Memorandum is made in and shall be interpreted and enforced under the laws of the State of New Hampshire.

**13. Integration:**

All representations, statements and agreements heretofore made are merged in this Memorandum, which is the full expression of the parties' obligations and neither party in entering this Memorandum has relied upon any statement or representation not set forth herein.

**14. Time:**

Time is of the essence as to each and every aspect of this Foreclosure Memorandum of Sale.

**15. N.H. Rev. Stat. Ann. §477:4 a, c, d, g and h Notices and N.H. Rev. Stat. Ann. §485-A:39 Notice:**

- a. Radon Gas: Radon gas, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or water.
- b. "Arsenic: Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water. The buyer is encouraged to consult the New Hampshire department of environmental services private well testing recommendations ([www.des.nh.gov](http://www.des.nh.gov)) to

ensure a safe water supply if the subject property is served by a private well.”

- c. Lead Paint: Before 1977, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present.
- d. RSA 477:4-c and d, Water Supply, Sewage Disposal and Insulation: Seller has no information.
- e. RSA 477:4-g Methamphetamine Production Site: whether Property was used for methamphetamine production: Seller has no information.
- f. RSA 485-A:39 Waterfront Property Site Assessment Study: Seller has no information.
- g. RSA 477:4-h Public Utility Tariff Pursuant to RSA 374:61: whether Property is subject to a public utility tariff under RSA 374:61: Seller has no information.

**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties have duly executed this Foreclosure Memorandum of Sale this 30th day of April, 2019.

**Seller: FIRST SOUTHERN NATIONAL BANK, N.A.**

_____ Witness	By: _____ Name: _____ Title: _____
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**Buyer:**

_____ Witness	_____ Name: _____ SS or Fed. ID #: _____ Telephone #: _____ Email: _____
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_____ Witness	_____ Name: _____ SS or Fed. ID #: _____ Telephone #: _____ Email: _____
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