

MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY

By virtue of a Power of Sale contained in a certain mortgage given by OWLS LEGACY GROUP LLC ("the Mortgagor(s)") to UNIVERSAL CAPITAL, LLC said mortgage dated April 9, 2018, and recorded with the Rockingham County Registry of Deeds at Book 5904, Page 994 as amended by Loan Modification Agreement, dated August 10, 2018 and recorded in the Rockingham County Registry of Deeds at Book 5942, Page 2816 ("the Mortgage"), pursuant to and in execution of said power and for breach of conditions of said Mortgage and for the purposes of foreclosing the same will sell at:

Public Auction
On
May 28, 2019
At
11:00 a.m.

Said sale being located on the mortgaged premises hereinafter described and having a present address of 475 Great Bay Road, Town of Greenland, County of Rockingham, State of New Hampshire.

The premises being more particularly described in the Mortgage as follows:

475 Great Bay Road, Town of Greenland, County of Rockingham, State of New Hampshire

Two tracts or parcels of land, both situate in Greenland, Rockingham County, New Hampshire bounded and described as follows:

Parcel I:

A certain tract or parcel of land with the buildings thereon, bounded and described in the deed of Carrie W. Beck to Harry Bourassa dated August 10, 1923 and recorded in the Rockingham County Registry of Deeds at Book 780, Page 74, as follows: A certain tract of land, situate in said Greenland on the west side of the road leading past the Bayside Station of the Boston and Maine Railroad, containing 4 acres, more or less, bounded and described as follows: Northerly by said railroad, easterly by Bayside Road, southerly by land of Clarence Gowen and land of John H. Brackett, and westerly land of said Brackett, now land of Fitzgerald and westerly by land now of Frederick J. and Priscilla Bourassa. Containing 2.92 acres, more or less, as shown on plan recorded in said Registry as Plan No.: D-16095.

Parcel II:

A certain tract or parcel of land situate in said Greenland, which was conveyed to C. Edward Bourassa, Mildred Bourassa, Frederick H. Bourassa and Nathalie Bourassa by deed of Robert W. Meserve and Benjamin H. Lucy, as Trustees of the property of the

Boston and Maine Corporation, Debtor, dated November 18, 1975 and recorded in the Rockingham County Registry of Deeds at Book 2248, page 185.

NOTICE

PURSUANT TO NEW HAMPSHIRE RSA 479:25, 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.

The name and address of the mortgagee's agent for service of process is: Sweeney & Sweeney, P.C., 6 Manchester Street, Nashua, New Hampshire 03064. The contact information for the New Hampshire Banking Department is: New Hampshire Banking Department 53 Regional Drive, Suite 200 Concord, NH 03301 nhbd@banking.nh.gov (603) 271-3561 - main office (800) 437-5991 - toll free. For information on getting help with housing and foreclosure issues, please call the foreclosure information hotline at 1-800-437-5991. The hotline is a service of the New Hampshire banking department. There is no charge for this call.

TERMS OF SALE

A deposit of Ten Thousand (\$10,000.00) Dollars in the form of a certified check or bank treasurer's check or other check satisfactory to Mortgagee's attorney will be required to be delivered at or before the time a bid is offered. The successful bidder(s) will be required to execute a purchase and sale agreement immediately after the close of the bidding. The balance of the purchase price shall be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee's attorney. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to cancel or continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale. The description of the premises contained in said mortgage shall control in the event of an error in this publication. The premises to be sold at the sale will be sold "AS IS AND WHERE IS" and subject to unpaid taxes, prior liens or other enforceable encumbrances of record, if any, entitled to precedence over the Mortgage. Notwithstanding any title information contained in this notice, the Mortgagee expressly disclaims any representations as to the state of the title to the Property involved as of the date of the notice of the date of sale.

Dated at Nashua, New Hampshire, on April 17, 2019.

Universal Capital, LLC
By and through it's Attorneys,
SWEENEY & SWEENEY, PC

By: 

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