

**MORTGAGEES' NOTICE OF
FORECLOSURE SALE**

By virtue of a power of sale contained in a certain mortgage deed given by Katherine Tjarks, a single person, to Gary Iosua and Christina Iosua, dated September 8, 2017, and recorded on September 11, 2017 in the Belknap County Registry of Deeds at Book 3127, Page 393, (the "Mortgage") the holders of said mortgage, pursuant to and in execution of said powers, and for breach of conditions of said mortgage deed, (and the Note secured thereby of near or even date, and related documents) and for the purpose of foreclosing the same shall sell at

Public Auction
on
June 14, 2019
at
11:00 AM

Said sale being located on the mortgaged premises and having a present address of 155 Bear Island, Meredith, Belknap County, New Hampshire, being all and the same premises more particularly described in the Mortgage.

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. Service may be made upon Gary Iosua and Christina Iosua at: 30 Shawsheen Road, Billerica, MA 01821; or upon their agent at: Minkow & Mahoney Mullen, P.A., 4 Stevens Ave., Suite #3, 67 Water St., Suite 107, Laconia, NH 03246. Failure to institute such petition and complete service upon 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.

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. You may also contact the New Hampshire Banking Department at: 53 Regional Dr., Suite 200, Concord, NH 03301 or on its website at: www.nh.gov/banking.

TERMS OF SALE:

Said premises will be sold subject to (i) all unpaid taxes and liens, whether or not of record; (ii) mortgages, liens, attachments and all other encumbrances and rights, titles and interests of third persons which are entitled to precedence over the Mortgages; and (iii) any other matters affecting title of the Mortgagor to the premises disclosed herein.

DEPOSITS:

Prior to commencement of the auction, all registered bidders shall pay a deposit in the amount of Ten Thousand Dollars (\$10,000.00). At the conclusion of the auction of the premises, the highest bidder's deposit, if such high bidder's bid is accepted by Gary Iosua and Christina Iosua, shall immediately be paid to Gary Iosua and Christina Iosua and shall be held by Gary Iosua and Christina Iosua subject to these Terms of Sale.

All deposits required hereunder shall be made in cash or by check to the order of Gary Iosua and Christina Iosua, which is acceptable to Gary Iosua and Christina Iosua in their sole and absolute discretion.

WARRANTIES AND CONVEYANCE:

Gary Iosua and Christina Iosua shall deliver a Mortgagees' Foreclosure Deed of the Real Estate to the successful bidder accepted by Gary Iosua and Christina Iosua within forty-five (45) days from the date of the foreclosure sale, upon receipt of the balance of the Purchase Price in cash or check acceptable to Gary Iosua and Christina Iosua. The Real estate will be conveyed with those warranties contained in the Mortgagees' Foreclosure Deed, and no others.

FEDERAL TAX LIEN:

If the property to be sold is subject to a tax lien of the United States of America Internal Revenue Service, unless said lien is released after sale, the sale may be subject to the right of the United States of America to redeem the lands and premises on or before 120 days from the date of the sale.

BREACH OF PURCHASE CONTRACT:

If any successful bidder fails to complete the contract of sale resulting from Gary Iosua and Christina Iosua's acceptance of such successful bidder's bid, such successful bidder's deposit may, at the option of Gary Iosua and Christina Iosua, be retained as full liquidated damages or may be held on account of the damages actually suffered by Gary Iosua and Christina Iosua. If such deposit is not

retained as full liquidated damages, Gary Iosua and Christina Iosua shall have all of the privileges, remedies and rights available to Gary Iosua and Christina Iosua at law or in equity due to such successful bidder's breach of the contract of sale. Notice of the election made hereunder by Gary Iosua and Christina Iosua shall be given to a defaulting successful bidder within 50 days after the date of the public auction. If Gary Iosua and Christina Iosua fail to notify a defaulting successful bidder of which remedy Gary Iosua and Christina Iosua have elected hereunder, Gary Iosua and Christina Iosua shall be conclusively deemed to have elected to be holding the deposit on account of the damages actually suffered by Gary Iosua and Christina Iosua. Upon any such default, Gary Iosua and Christina Iosua shall have the right to sell the property to any back up bidder or itself.

AMENDMENT OF TERMS OF SALE:

Gary Iosua and Christina Iosua reserve the right to amend or change the Terms of Sale set forth herein by announcement, written or oral, made prior to the commencement of the public auction. For further information respecting the aforementioned foreclosure sale, contact James R. St. Jean Auctioneers, 45 Exeter Rd., PO Box 400, Epping NH 03042, (603) 734-4348.

Dated this the 26th day of April, 2019.

Gary Iosua and Christina Iosua
By Their Attorneys
Minkow & Mahoney Mullen, P.A.
By: Peter J. Minkow, Esq.
67 Water St., Suite 107
(603) 527-8226

Publication Dates: May 23, May 30 & June 6, 2019