

NOTICE OF FORECLOSURE AND SECURED PARTY'S SALE

Pursuant to the power of sale contained in a certain *Mortgage* granted by DONALD H SOUDER AND WENDY S. SOUDER, individually and doing business as Dostie's Furniture (the "**Mortgagor**") dated August 23, 2006 and recorded at the Coos County (NH) Registry of Deeds (the "**Registry**") at Book 1185 Page 610 (the "**Mortgage**") and pursuant to UCC rights of disposition granted under a certain Commercial Security Agreement executed by the Mortgagor dated October 20, 2010 (the "**Security Agreement**"), NORTHWAY BANK ("**Mortgagee**"), with a principal place of business at 13424 White Mountain Highway, North Conway, NH 03860, the holder of said Mortgage and Security Agreement, in execution of its power of sale for conditions broken and its rights under RSA 382-A:9-610, will foreclose upon and sell the real and personal property listed in the Mortgage and the Security Agreement at public auction, as specified below.

Real Estate to be Sold: Land and buildings located on Route 145, Colebrook, Coos County, New Hampshire and believed to have an address of 6 Route 145, Colebrook, Coos County, New Hampshire, as described more fully in the Mortgage (the "**Premises**"), together with any easements, covenants, restrictions, permits, and appurtenant rights, if any, as detailed therein. The Premises is believed to be designated as Town of Colebrook Assessor's Tax Map 107, Lot 21. In the event of any discrepancy between the description of the Premises contained in this notice and the Premises as described in the Mortgage, the terms of the Mortgage shall control.

Personalty to be Sold: Mortgagee will offer for sale, at public auction, all fixtures, furniture, furnishings, inventory, and equipment located at and about the Premises, as described in and subject to the Security Agreement, and as Mortgagee may designate or describe at the time of sale, but specifically excluding any cash, deposit, accounts, chattel paper, and accounts receivable (the "**Personalty**").

Date, Time and Place of Sale: The sale shall be held at 6 Route 145, Colebrook, Coos County, New Hampshire on June 12, 2019 at 11 a.m.

Terms of Sale: The Premises and any included Personalty will be sold subject to any and all unpaid taxes and other municipal assessments and liens therefor, and all other liens, easements, rights and encumbrances of any and every nature which are or may be entitled to precedence over the Mortgage and Security Agreement. The Personalty included in the sale may be offered and sold with the Premises in its entirety or in lots, in the Mortgagee's sole discretion. Both the Premises and any included Personalty will be offered and sold "AS IS and WHERE IS." Mortgagee makes no representations or warranties with respect to (a) the accuracy of any statement as to the boundaries, acreage, frontage or other matters contained in the description of the Premises contained in the Mortgage, (b) the legal status or condition of any building or improvements on the Premises, (c) the Premises' compliance with zoning or any other federal, state, or local law or regulation, or (d) any description, characterization, or condition of any Personalty that may be offered for sale.

In order to qualify to bid at the foreclosure sale, interested persons must present to the Mortgagee or its agent at time of auction a \$10,000 deposit (the “**Deposit**”) in cash or by certified check, cashier's or treasurer's check or bank draft (“**Satisfactory Funds**”) or other form of payment acceptable to Mortgagee in its sole discretion. Deposits of unsuccessful bidders shall be returned at the conclusion of the public auction.

The successful bidder shall be required to sign a Memorandum Agreement of Sale (the “**Memorandum**”) at the conclusion of the public auction and must pay the balance of the bid price in full, **together with 100% of all real estate transfer taxes** thereon, in Satisfactory Funds, upon Mortgagee’s tender of a foreclosure deed to the Premises and (if applicable) a secured party’s quitclaim bill of sale for any included Personalty, within thirty (30) days following the sale date (the “**Closing**”), *time being of the essence*. Mortgagee shall have the right to retain the Deposit in the event that the successful bidder fails or refuses to execute the Memorandum or to timely complete the purchase on the terms set forth in the Memorandum. Mortgagee expressly reserves, in addition to its right to retain the Deposit, all rights at law and equity to enforce or recover damages with respect to any breach of the Memorandum. Unless otherwise provided in the Memorandum, all additional terms and conditions announced at the sale by Mortgagee or its agents shall be deemed incorporated in the Memorandum.

Reservation of Rights: Mortgagee reserves the right, in its sole discretion, (i) to suspend, postpone, or continue the sale to such subsequent date or dates as the Mortgagee may deem necessary or desirable; (ii) to bid upon and purchase the Premises and Personalty; (iii) to reject any and all bids for the Premises and Personalty, for any reason; (iv) to accept contingent backup bids, without in any way limiting Mortgagee’s right to retain the deposit of a non-closing or otherwise defaulting successful bidder; and (v) to amend the terms of sale set forth herein by announcement, written or oral, made before or during the foreclosure auction, with any such amendment to be binding on all bidders.

NOTICE TO MORTGAGORS AND ANY PERSONS CLAIMING UNDER SAME:
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 such 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.

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.

For Service of Process, Mortgagee’s agent and address is Preti Flaherty Beliveau & Pachios, PLLP, 57 N. Main Street, P.O. Box 1318, Concord, NH 03302-1318.

Prospective bidders should contact James St. Jean Auctioneers, 45 Exeter Road, PO Box 400, Epping, NH 03042 at (603) 734-4348; www.jsjauctions.com for further information.

Dated this 17th day of May, 2019.

NORTHWAY BANK
By Its Attorneys
PRETI FLAHERTY BELIVEAU
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