

NOTICE OF POSTPONEMENT OF FORECLOSURE SALE

Reference is made to the Mortgage given by **GARY P. BOUTIN AND SHARON K. BOUTIN F/K/A SHARON K. STIMSON** (the "Mortgagors") to **SALEM CO-OPERATIVE BANK** dated December 29, 2011, and recorded with the Rockingham County Registry of Deeds at Book 5275, Page 2448, as amended by the Amendment to Mortgage and Assignment of Leases and Rents dated September 22, 2017 and recorded with the Rockingham Country Registry of Deeds at Book 5860, Page 761 (the "Mortgage").

Salem Co-operative Bank (the "Mortgagee") has postponed the foreclosure sale currently scheduled for **Tuesday, June 11, 2019, at 11:00 AM** to **Tuesday, August 13, 2019, at 11:00 AM**, which sale will be a **PUBLIC AUCTION** on the premises located at 29 Pleasant Street, in Salem, Rockingham County, New Hampshire, the premises being that which is described in the Mortgage (the "Mortgaged Premises").

Liens and Encumbrances: The Mortgaged Premises shall be sold subject to all liens and encumbrances entitled to precedence over the Mortgage including, but not limited to, all unpaid taxes and all liens for hazardous waste cleanup asserted by the United States of America, the State of New Hampshire, or any other political subdivision thereof. The sale shall be subject to the right, if any, of any tenant upon the premises, but only to the extent that the said tenant's rights are senior to the lien of the Mortgage. There shall be no proration of rents, fuel, real estate taxes, nor of any other matter.

Terms of Sale: To qualify to bid, bidders must place Ten Thousand Dollars (\$10,000.00) on deposit (the "Initial Deposit") with the auctioneer in cash, by certified check or other form of payment acceptable to the Mortgagee prior to the commencement of the auction sale. The deposits placed by unsuccessful bidders shall be returned to those bidders at the conclusion of the sale. The successful bidder(s) shall be required, within five (5) business days of the date of the sale, to pay an amount which when combined with the Initial Deposit will bring the total deposit to an amount equal to ten percent (10%) of the purchase price (the "Additional Deposit"). The balance of the purchase price must be paid in full by the successful bidder(s) or bidder's assignee in cash, wire transfer, cashier's or certified check on or before the forty-fifth (45th) day after the date of the sale. Conveyance of the Mortgaged Premises shall be by foreclosure deed. The foreclosure deed shall be delivered to the successful bidder or assignee upon the Mortgagee's receipt of the balance of the purchase price on or before the forty-fifth (45th) day after the date of the foreclosure sale. If the successful bidder(s) or assignee(s) fails to complete the purchase of the Mortgaged Premises on or before the forty-fifth (45th) day after the date of the sale, then the Mortgagee may, at its option, retain the Initial Deposit and the Additional Deposit (the "Combined Deposits") in full as reasonable liquidated damages.

The successful bidder shall execute a foreclosure sale agreement (a/k/a memorandum of foreclosure sale) at the conclusion of the auction. From and after the date of the foreclosure sale, all risk of damage or loss thereto by fire or other casualty or by taking by eminent domain, shall be on the successful bidder, who, in the case of any such loss, damage or taking, shall pay the purchase price for the Mortgaged Premises without deduction.

The Mortgagee reserves the right to accept back up foreclosure bids to become in force in the event that the successful bidder shall fail to timely close. If the successful bidder fails to complete the purchase of the Mortgaged Premises on or before the forty-fifth (45th) day after the date of the foreclosure sale, then the Mortgagee reserves the right to retain the Combined Deposits in full as reasonable liquidated damages and to sell the Mortgaged Premises to the next highest bidder.

Exclusion of Warranties: Except for warranties arising by operation of law, the conveyance of the Mortgaged Premises will be made by the Mortgagee and accepted by the successful bidder without any other express or implied representations or warranties whatsoever including, without limitation, representations or warranties relating to title, possession, construction or fitness for habitation, compliance with state or local codes, recitation of acreage and hazardous waste.

Reservation of Rights: The Mortgagee reserves the right to (1) cancel or continue the foreclosure sale to such later date as the Mortgagee may deem desirable; (2) bid on and purchase the Mortgaged Premises at the foreclosure sale; (3) reject any and all bids for the Mortgaged Premises; (4) waive reading this notice or any portion thereof at the foreclosure sale; and (5) amend or alter the terms of sale stated in this notice by oral or written announcement made at any time before or during the foreclosure sale. Such changes or amendments shall be binding on all bidders.

For further information regarding the Mortgaged Premises, contact James R. St. Jean Auctioneers, (603)-734-4348.

Dated this _____ day of June, 2019.

SALEM CO-OPERATIVE BANK

By its Attorneys,
Devine, Millimet & Branch, Professional Association

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