

June 12, 2019
Foreclosure Auction
Colebrook, New Hampshire

MEMORANDUM AGREEMENT OF SALE

NORTHWAY BANK (hereinafter the “**Mortgagee**”), holder of a *Mortgage* dated August 23, 2006 and recorded at Coos County (NH) Registry of Deeds (the “**Registry**”) Book 1185, Page 610 (the “**Mortgage**”) granted by Donald H. Souder and Wendy S. Souder, individually and doing business as Dostie’s Furniture (collectively, the “**Borrower**”), conveying to Mortgagee certain real estate and improvements believed to have and address of 6 Route 145 Colebrook, Coos County, New Hampshire (the “**Mortgaged Premises**”) and pursuant to rights of disposition granted under a certain Commercial Security Agreement from the Borrower, dated October 20, 2019 (the “**Security Agreement**”), has this day, pursuant to the power of sale contained in the Mortgage, and the rights granted to Mortgagee pursuant to the Security Agreement, conducted by public auction a foreclosure and secured party’s sale of the Mortgaged Premises and certain personal property subject to the Security Agreement.

It is hereby acknowledged that Mortgagee received and accepted a bid made at said sale by _____ (“**Purchaser**”), with contact information as follows:

Mailing address: _____
Phone: _____
E-mail: _____

Purchaser entered an accepted high bid for and thereby agreed to purchase _____
_____ of the Mortgaged Premises (the “**Property**”) and Personal Property (the “**Personalty**”) for _____
_____ (\$ _____) (the “**Bid Price**”).

Mortgagee and Purchaser agree that in accordance with the published terms of sale, the Purchaser has deposited with the Mortgagee Ten Thousand Dollars (\$10,000.00) (the “**Deposit**”), receipt of which Mortgagee hereby acknowledges. The balance of the Bid Price is to be paid, in Satisfactory Funds, at a closing at Mortgagee’s offices, or such other location as the parties may agree upon, within **thirty (30)** days from the date hereof upon Mortgagee’s delivery of a foreclosure deed (and a secured party’s quitclaim bill of sale, if applicable) in the usual form. **The parties agree that time is of the essence with respect to all performance dates above.**

Mortgagee is selling and Purchaser is buying the Property and any included Personalty on an “**as is, where is**” basis and subject to all unpaid taxes and assessments, all other liens, and all easements and rights which may be entitled to precedence over the Mortgage, including but not limited to outstanding real estate taxes assessed by the Town of Colebrook. All terms of the *Notice of Foreclosure and Secured Party’s Sale* that was published as required by law, a copy of which is attached as Exhibit A, together with any additional terms and conditions announced by Mortgagee or its agents at the auction sale, are hereby incorporated by reference. **Purchaser fur-**

ther agrees to pay 100% of all real estate transfer taxes due upon recording of the foreclosure deed.

New Hampshire law (RSA 477:4-a) requires that the following notifications regarding risks associated with the ownership of any property:

“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.”

“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.”

Purchaser acknowledges receipt of the Water Supply, Sewage Disposal System, and Insulation Disclosure required by RSA 477:4-c,d and attached hereto as Exhibit B, and hereby agrees that Mortgagee has complied with all requirements of that statute.

In the event that Mortgagee is unable to deliver a foreclosure deed to the Property or a Secured Party's Quitclaim Bill of Sale for any included Personalty, for whatever reason, within the time specified by RSA 479:26, Purchaser's sole remedy shall be the return of the Deposit, and Purchaser hereby waives and releases any rights or claims Purchaser may have against Mortgagee or its agents and contractors for specific performance or any claimed consequential or other damages or losses arising therefrom.

Purchaser acknowledges that Purchaser has agreed to purchase the Property and any included Personalty “as is” and based on Purchaser's own investigation and inspection thereof.

If the Purchaser shall default in the performance of any of Purchaser's obligations under this Agreement, the entire Deposit shall, at the option of the Mortgagee, and upon oral or written notice to Purchaser, be forfeited by Purchaser and become the property of Mortgagee. In addition, and notwithstanding any such retention of the Deposit, Mortgagee reserves all rights at law or equity to enforce or recover damages for any breach of this Agreement. Purchaser expressly agrees and acknowledges that upon Purchaser's failure or refusal to timely complete the purchase of the Property, and notwithstanding Mortgagee's retention of the Deposit as a consequence of Purchaser's default, Mortgagee at its sole discretion shall have the right to convey the Property to any other bidder who qualified to bid at the foreclosure auction.

Purchaser may not assign its rights or obligations under this contract without the written consent of Mortgagee.

Signed and agreed to this _____ day of _____, 2019.

Witness:

Purchaser:

Name _____
Title _____

Witness:

Mortgagee:
NORTHWAY BANK

By _____
Name _____
Title _____

Exhibit A

Exhibit B

WATER SUPPLY AND SEWAGE DISPOSAL AND INSULATION DISCLOSURE PURSU-
ANT TO RSA 477:4-c, d

SELLER: Northway Bank

BUYER:

PROPERTY: 6 Route 145, Colebrook, New Hampshire

I. Seller discloses the following information to Buyer regarding the water supply at the Property:

- A) Type of private water-supply system: UNKNOWN TO SELLER.
- B) Location: UNKNOWN TO SELLER.
- C) Malfunctions: UNKNOWN TO SELLER.
- D) Date of installation: UNKNOWN TO SELLER.
- E) Date of most recent water test: UNKNOWN TO SELLER.
- F) Unsatisfactory water test or water test with notations: UNKNOWN TO SELLER.

II. Seller discloses the following information to Buyer regarding the sewage disposal system at the Property:

- A) Size of tank: UNKNOWN TO SELLER.
- B) Type of sewage disposal system: UNKNOWN TO SELLER.
- C) Location: UNKNOWN TO SELLER.
- D) Malfunctions: UNKNOWN TO SELLER.
- E) Age of system: UNKNOWN TO SELLER.
- F) Date of most recent service: UNKNOWN TO SELLER.
- G) Name of contractor who services the system: UNKNOWN TO SELLER.

III. Seller discloses the following information to Buyer regarding the insulation in the Property: SELLER HAS NO KNOWLEDGE OF THE TYPE OF INSULATION USED IN THE PROPERTY.

Exhibit C

PUBLIC UTILITY TARIFF DISCLOSURE PURSUANT TO RSA 477:4-h

REAL ESTATE: 6 Route 145, Colebrook, New Hampshire

- I. Seller discloses the following information to Purchase regarding any metered public utility services at the Real Estate that Purchaser may be responsible for paying as a condition of such utility service:
 - A) Utility Service is provided under a tariff with unamortized or ongoing charge for energy efficiency or renewable energy improvements to RSA 371:61: UNKNOWN TO SELLER
 - B) Remaining Term: UNKNOWN TO SELLER
 - C) Amount of Charges: UNKNOWN TO SELLER
 - D) Estimates or Documentation of gross or net energy or fuel savings: UNKNOWN TO SELLER