

NOTICE OF FORECLOSURE AND SECURED PARTY'S SALE

Pursuant to the power of sale contained in a certain *Mortgage Deed and Collateral Assignment of Leases and Rents* granted by 349 Route 3 LLC (the "**Mortgagor**") dated October 29, 2009 and recorded at the Grafton County (NH) Registry of Deeds (the "**Registry**") at Book 3656 Page 988 (the "**Mortgage**") and pursuant to UCC rights of disposition granted under a certain Security Agreement executed by the Mortgagor dated October 29, 2009 and perfected lien filed in connection therewith (the "**Security Agreement**"), Bank of New England ("**Mortgagee**"), with a principal place of business at 31 Pelham Road, Salem, 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 described in the Mortgage and Security Agreement at public auction, as specified below.

Real Estate to be Sold: Land and buildings located on 359 US Route 3, Lincoln, Grafton County, New Hampshire and believed to have an address of 359 US Route 3, Lincoln, Grafton County, New Hampshire (the "**Premises**"), as described more fully in the Mortgage, together with and subject to any easements, covenants, restrictions, permits, and appurtenant rights set forth therein. The Premises are believed to be designated as Town of Lincoln Assessor's Tax Map 106, Lot 002. 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 also offer for sale, at said public auction, separately or together with the Premises as a whole, such equipment, machinery, furniture, fixtures, and tools located at and about the Premises that is subject to the Security Agreement, and as Mortgagee may designate or describe at the time of sale (collectively, the "**Personalty**").

Date, Time and Place of Sale: The sale shall be held on **August 27, 2019 at 11 a.m. on or adjacent to the Premises, 359 US Route 3, Lincoln, New Hampshire.**

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 \$5,000 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. Unless otherwise agreed by Mortgagee in writing, additional Satisfactory Funds in an amount necessary to increase the Deposit to a total of 10% of the accepted bid price must be delivered to Mortgagee within five (5) business days following the Sale. 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.

Prospective bidders should contact James R. St. Jean Auctioneers, 45 Exeter Road, P.O. Box 400, Epping, NH 03042 at (603) 734.4348 or www.jsjauctions.com for further information.

Dated this 30th day of July, 2019.

BANK OF NEW ENGLAND
By Its Attorney,

/s/ Daniel P. Luker
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