

**NOTICE OF FORECLOSURE SALE
AND SECURED PARTY SALE**

Reference is made to two mortgages given by **NEW HAMPSHIRE LAND INVESTMENT COMPANY, LLC** to **PRIMARY BANK** dated September 7, 2017, the first being recorded in the Merrimack County Registry of Deeds in Book 3557, Page 1748 and the second being recorded in said registry at Book 3569, Page 1095, as modified by a certain Modification of Mortgage Deed and Security Agreement, Collateral Assignment of Leases and Rents, and Conditional Assignment of Permits, Licenses, Plans, Contracts and Approvals dated February 21, 2018 and recorded in the Merrimack County Registry of Deeds in Book 3586, Page 1174 (together the "Mortgages"). Reference is further made to a Security Agreement made by **CORBELL DEVELOPMENT, LLC**, as debtor and **PRIMARY BANK** as secured party dated September 7, 2017. Reference is further made to a Security Agreement made by **NEW HAMPSHIRE LAND INVESTMENT COMPANY, LLC**, as debtor and **PRIMARY BANK** as secured party dated September 7, 2017 (collectively the "Security Agreements"). By virtue of the power of sale contained in the Mortgages, **PRIMARY BANK** (the "Mortgagee"), in execution of the powers of sale and for breach of the conditions of the Mortgages, and for the purpose of foreclosing the same, will sell at

PUBLIC AUCTION

on **November 13, 2019 at 11:00 o'clock a.m.** in Bow, on the premises which are located at Lots 18-4-106; 18-4-106-A; 18-4-106-B; 18-4-106-C; 18-4-106-D; 18-4-106-E; 18-4-106-F; 18-4-106-G; 18-4-106-H; 18-4-106-K and Pinnacle Way, High Meadow Subdivision, Bow, Merrimack County, New Hampshire which premises are described in the Mortgages and which may be currently described as follows (the "Mortgaged Premises"):

Property Address: Lots 18-4-106; 18-4-106-A; 18-4-106-B; 18-4-106-C; 18-4-106-D; 18-4-106-E; 18-4-106-F; 18-4-106-G; 18-4-106-H; 18-4-106-K and Pinnacle Way, High Meadow Subdivision, Bow, Merrimack County, New Hampshire.

(Chinnis/Bosley property Tract I through Tract V)

Tract I

A certain tract of land with the buildings thereon situated in Bow in the County of Merrimack and State of New Hampshire, bounded and described as follows:

Beginning at the southwest corner on the road leading from Bow Center to Dunbarton and proceeding thence in a northerly direction nineteen (19) rods to the corner of Goodhue Cemetery; thence diagonally through said cemetery three (3) rods and eight (8) feet; thence in a northerly direction thirteen (13) rods and ten (10) feet to a wall enclosing land belonging to one Saltmarsh; thence easterly thirty-three (33) rods; thence along the wall in a northerly direction five (5) rods; thence westerly four (4) rods and six (6) inches; thence northerly twenty-three (23) rods and six (6) feet to the northerly boundary of wood lot; thence easterly and southeasterly along the stone wall forty-four (44) rods to corner of stone wall; thence easterly eight (8) rods to

the State Road; thence in a southerly direction by said State Road fifty-three (53) rods to the Intersection of road leading from Concord to Goffstown and Bow to Dunbarton; thence westerly thirty-nine (39) rods by road leading from Bow Center to Dunbarton to the first mentioned bound.

Also an undivided half interest in and to a certain well of water located on land of the Grantor which was conveyed to him by deed of Robert W. Focht and Phebe F. Focht, dated May 20, 1940 and recorded in Merrimack County Registry of Deeds Book 590 and Page 337.

Excepting and reserving from the above tract that portion conveyed to Robert W. Focht and Phebe F. Focht by warrantee deed, dated May 13, 1941 and recorded in Merrimack County Registry of Deed, Book 584, Page 586.

Tract II
(two parcels)

Parcel A

A certain tract of land with the buildings thereon, situate in said Bow, bounded and described as follows:

Beginning at the southeasterly corner of Jonathan Hammond's land, now or formerly, on the highway leading from Thomas W. Hammond's house toward Concord; thence running easterly by said highway about 20 rods to a stake and stones; thence northerly to a stake and stones on the southerly side of the cemetery; thence from a stake and stones at the northerly corner of the cemetery in a northwesterly direction on the old wall to a stake and stones; thence northeasterly about thirty-two rods to a stake and stones, by the old wall and by land of Cyrus H. Hadley; thence northerly by the old wall about six rods to a stake and stones; thence westerly about five rods to a stake and stones; thence northerly on the old wall to the pasture; thence westerly on the wall separating the field from the pasture to the corner of said field; thence southerly to the easterly corner of the pasture; thence westerly to a corner near a large chestnut tree; thence northwesterly about twelve feet to a stake and stones near said chestnut tree; thence northwesterly about one hundred ten rods to a large black cherry tree; thence westerly by land of Thomas W. Hammond about ten rods to a stake and stones it being the corner of said land; thence southeasterly about 126 rods to a stake and stones on said Hammond land; thence northeasterly about 10 rods to a stake and stones; thence southerly to the point begun at.

Reserving a right of way 12 feet from the large chestnut tree on the easterly side of the pasture and the westerly side of the field near Hammond's house.

Parcel B

Also another tract of land with the buildings thereon, situate in said Bow, bounded as follows:

Beginning at the east side of the willow tree in the northerly line of the road leading to

Bow Meeting House, adjoining land of Charles F. Hammond; thence North 17° West by land of said Hammond to a stone bound at land of Charles V. Davis; thence North 38° East about 10 rods and 10 links to a corner; thence South 2° East to the first mentioned road; thence westerly by said road about 7 rods and 5 links to the place of beginning. This last described tract subject to any rods or rights of way as now used over said tract.

This conveyance is made subject to the right of William Saltmarsh of said Bow to have the use of the well on the premises for a reasonable time, providing that his own well runs dry, with the right to enter upon said premises for the purpose of procuring water from said well and for that purpose only, doing no unnecessary damage to the premises.

Excepting and reserving from the aforesaid premises a certain tract of land conveyed to Harold and Marjorie M. Fosher, as joint tenants, by deed of Marjory B. Morris, dated January 7, 1959, recorded in Merrimack County Registry of Deeds, Book 836, Page 340.

Tract III

A certain tract or parcel of land located in Bow and described as follows:

A certain tract or parcel of land located on the northerly side of Dunbarton Road and beginning at the bound of Fosher and Morris; thence running in a westerly direction along said road a distance of seventy-five (75) feet; thence turning and running in a northerly direction to a stone wall at land now or formerly of Arthur Parker and at a corner where the stone wall running north from the highway intersects; thence turning and running easterly along said Parker and stone wall to a corner; thence turning and running in a southerly direction by said Parker and Fosher land; thence turning and running westerly by said Fosher land to stone wall and land of grantor; thence turning and running southerly along land of said Fosher and the grantor to the point of beginning.

Tract IV

A certain tract of land situated on the west side of the highway leading from Bow Center to Wood Hill, near the foot of Wood Hill, so-called, and bounded and described as follows:

Beginning at the south side of the barway and running northerly by said highway two hundred and thirty (230) feet to an iron pin; thence westerly one hundred and seventy (170) feet to an iron pin; thence southerly two hundred and thirty (230) feet to an iron pin; thence easterly about one hundred and seventy (170) feet to the south side of the barway, the point of beginning.

Together with a one-half interest or right in a well, on the opposite side of said highway, as reserved in deed of Cyrus Hadley to J.M. and D.A. Parker, dated October 28, 1881, recorded in said Registry Book 253, page 432; the other one-half interest having been conveyed to Arthur E. Parker, his heirs and assigns, by the grantors by their deed dated May 20, 1940, recorded in said Registry Book 590, Page 337.

Tract V

Parcel A

A certain tract of land situate in said Bow, bounded and described as follows:

Beginning at a maple tree on the westerly side of the highway leading from Goffstown to Concord at the northeasterly corner of land formerly of James Grafton; thence northerly by said highway to a stake and stones; thence northerly to a stake and stones at land formerly of T.W. Hammond; thence by said Hammond land to land of said Grafton; thence southerly by said Grafton land to land formerly of Sophia Hammond; thence easterly and southerly by said land of Sophia Hammond and land of said Grafton to a stake and stones; thence easterly by said Grafton land to the bound first mentioned, containing thirty (30) acres, more or less. Also reserving to Cyrus Hadley and his heirs and assigns the well heretofore dug by said Hadley upon said premises and the aqueduct leading from said well over a portion of said premises towards other land of said Hadley, with the right to keep and maintain the same in good condition where the same are now located and to draw water from and through the same at pleasure and to enter upon said premises at pleasure to look after, clean out and repair the same and to dig up the soil for the purpose of making repairs whenever necessary, doing no unnecessary damage in so doing. See Merrimack County records, Book 261, Page 105.

Parcel B

Also a certain tract of land situate in Bow, bounded and described as follows:

Beginning at a stake and stones on the highway at land formerly of James Grafton; thence by said highway to land formerly of J.J. Buntin; thence by said Buntin land to a stake and stones at land formerly of Henry Clough; thence by said Clough land and land formerly of Thomas Hammond to a stake and stones; thence by land of said Grafton to the place of beginning, containing thirty (30) acres, more or less. See Merrimack County Records, Book 270, Page 88.

Parcel C

Also a certain tract of land comprising tillage and pasturage, with the buildings thereon, except a carriage house near a house formerly of Jonathan C. Hammond, situate in said Bow, bounded and described as follows:

Beginning at the southeast corner of land formerly of Jonathon C. Hammond on the highway leading to Dunbarton; thence easterly by said highway to the highway leading from Concord to Goffstown; thence northerly by said highway about ten (10) rods, to a maple tree; thence westerly about six (6) rods to a stake and stones at the south end of an old wall separating the hill from the run; thence on said wall and line of said wall to the pasture; thence westerly on the wall separating the field from the pasture to the corner of said field; thence northerly on an old wall jutting out into the pasture to the end of said wall at a stake and stones; thence northwesterly to land formerly owned by Moses Colby to a stake and stones; thence

southwesterly by said Colby's land to land formerly of Thomas W. Hammond; thence southerly by said Hammond's land to land formerly of Jonathon C. Hammond; thence easterly and southerly by said Jonathon C. Hammond land to the first mentioned bound, containing by estimation forty (40) acres, more or less.

Reserving the grave yard on the premises as set forth in deed of John Page to Willby C. Hadley recorded in Merrimack County Records, Book 88, Page 450, Book 256, page 585, Book 488, Page 78 and Book 549, page 59. See also Merrimack County Probate Records, #26037 and Estate of Frank D. Clough in the same Records.

The said Harold Fosher died on February 6, 1974 and the said Marjorie M. Fosher was the surviving joint tenant.

Excepting from this conveyance property previously conveyed by Harold B. Fosher and Marjorie M. Foster. Excepting also from this conveyance property previously conveyed to Thomas Sutton dated November 12, 1997 and recorded at Book 2078, Page 1283. Lynn M. Chinnis and Sarah M. Bosley acquired title under the will of Marjorie M. Fosher, Merrimack County Probate #1985-0646 and under will of Marby Blanchard, Merrimack County Probate #317-2012-ET-269.

This conveyance is subject to (1) embankment rights contained in deed to State of New Hampshire recorded at Book 1480, Page 657, (2) well and access easements as they may exist, and (3) any other matters of record.

Tract VI

(Bond property)

A certain tract or parcel of land together with the building and improvements thereon, located on the northerly side of the Bow-Dunbarton Center Road, Bow, New Hampshire, being Lot #106, B4 as depicted on a plan entitled, "Physical Evidence Plan of Lot 106, Block 4, Map 18, Owner, Nathan M. Bond," recorded as Plan #15720 in the Merrimack County Registry of Deeds, being more particularly bounded and described as follows, to wit:

Beginning at a bound on the northerly side of the Bow-Dunbarton Center Road, said bound being the southeast corner of the tract herein conveyed; thence north 03° 14' 34" west along lot #108A-1 as shown on said Plan, a distance of 102.52 feet, more or less, to an iron pin; thence north 20° 06' 40" west along said Lot, a distance of 193.69 feet, more or less to an iron pin, said pin being the northeast corner of the tract herein conveyed; thence south 75° 11' 28" west along Lot #108A as shown as on Plan, a distance of 54.83 feet more or less, to a point; thence south 74° 18' 32" west along a stonewall and said Lot #108A, a distance of 171 feet, more or less, to a point, said point being the northwesterly corner of the tract herein conveyed; thence south 27° 23' 29" east along Lot #105A as shown on said Plan, a distance of 225 feet to an iron pin; thence continuing 27° 23' 29" east, a distance of 46.31 feet, more or less, to a point on the northerly sideline of said road, said point being the southwesterly corner of the tract herein conveyed; thence in an easterly direction along an arch of a curve with a radius of 528.22 feet, a

distance of 166.77 feet, to the point of beginning. Said to contain 1.29 acres.

Subject to slope and embankment easements to the State of New Hampshire dated June 27, 1984 and recorded with the Merrimack County Registry of Deeds in Book 1480, Page 657.

Subject to building setbacks and all other matters shown on a Plan recorded at the Merrimack County Registry of Deeds as Plan #15720.

Excepting and reserving from Tract I through and including Tract VI, the following:

(a) Release of easement, conveyed by 6 Dunbarton Center Road, LLC to Donald Legere and Catherine Legere dated August 8, 2016 and recorded at the Merrimack County Registry of Deeds Book 3529, Page 1806.

(b) Lots 18-4-108, 18-4-108-F and 18-4-108-G as shown on a plan entitled "Tax Map 18 Block 4 Lots 108, Open Space Subdivision Plan, High Meadow II, 8 Old Woodhill Road, Bow, NH, Owned By Lynn M. Chinnis & Sarah M. Bosley, Prepared for 6 Dunbarton Center Road LLC", Scale: 1" = 50', dated March 24, 2016, and recorded in the Merrimack County Registry of Deeds as Plan No. 201600016517, and Lot 18-4-106-J as shown on a plan entitled "Tax Map 18 Block 4 Lots 106, 107, 108 & 108A, Subdivision Plan, High Meadow, Old Woodhill Rd., Woodhill Road & Dunbarton Center Rd., Bow, NH, Owned By Lynn M. Chinnis & Sarah M. Bosley (Lots 18-4-107, 108 & 108A), Walter M., Jr. & Christine Bond (Lot 18-4-106), Prepared For 6 Dunbarton Center Road LLC", Scale: 1" = 100', dated February 18, 2016, and recorded in the Merrimack County Registry of Deeds as Plan No. 201600016515, to which plan reference may be made for a more particular description.

(c) Lot 18-4-106-L and a right of access only to the Goodhue Cemetery, as shown on plan entitled, "Subdivision Plan High Meadow, Old Woodhill Road, Woodhill Road & Dunbarton Center Road, Bow, NH," owned by Lynn M. Chinnis and Sarah M. Bosley (Lots 18-4-107, 108 & 108A), Walter M. Jr. & Christine Bond (Lot 18-4-106), prepared for 6 Dunbarton Center Road, LLC, Scale 1" = 100', Date February 18, 2016, and recorded in the Merrimack County Registry of Deeds as Plan #201600016515, conveyed by 6 Dunbarton Center Road, LLC to the Town of Bow as recorded in the Merrimack County Registry of Deeds at Book 3529, Page 1803.

(d) Lot 18-4-106-I as described in the deed of Corbell Development, LLC to Christopher M. Schwieger and Tracey L. Schweiger dated July 3, 2018 and recorded at Book 3599, Page 2862.

All of the above tracts and parcels also being Lots 18-4-106; 18-4-106-A; 18-4-106-B; 18-4-106-C; 18-4-106-D; 18-4-106-E; 18-4-106-F; 18-4-106-G; 18-4-106-H; 18-4-106-K and Pinnacle Way, High Meadow Subdivision, Bow, Merrimack County, New Hampshire as shown on plan entitled, "Subdivision Plan High Meadow, Old Woodhill Road, Woodhill Road & Dunbarton Center Road, Bow, NH," owned by Lynn M. Chinnis and Sarah M. Bosley (Lots 18-4-107, 108 & 108A), Walter M. Jr. & Christine Bond (Lot 18-4-106), prepared for Dunbarton

Center Road, LLC, Scale 1" = 100', Date February 18, 2016, and recorded in the Merrimack County Registry of Deeds as Plan #201600016515.

Meaning and intending to describe a portion of the same premises conveyed to New Hampshire Land Investment Company, LLC by Warranty Deed of 6 Dunbarton Road, LLC dated May 30, 2017 and recorded in the Merrimack County Registry of Deeds at Book 3557, Page 1737.

[End of Description]

To the Mortgagor or any other person claiming a lien or encumbrance against the Mortgaged Premises: 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 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.

Liens and Encumbrances: The Mortgaged Premises shall be sold subject to any and all unpaid taxes, mortgages, liens and other encumbrances entitled to precedence over the Mortgages.

Secured Party Sale: There shall be sold, together with the Mortgaged Premises all other collateral (the "Other Collateral") conveyed to the Mortgagee as may have been conveyed to it by the Security Agreements, the Conditional Assignment of Declarant's Rights under Declaration of High Meadow Homeowner's Association recorded at Book 3557, Page 1800; the Conditional Assignment of Declarant's Rights under Declaration of High Meadow Homeowner's Association, recorded at Book 3569, Page 1151; the Conditional Assignments of Permits, Licenses, Plans Contracts and Approvals recorded at Book 3557, Page 1788; and the Conditional Assignments of Permits, Licenses, Plans Contracts and Approvals recorded at Book 3569, Page 1136. Such Other Collateral to be sold may include the Declarant's Rights under the High Meadow Homeowner's Association and contract amounts (if any) due to the Corbell Development, LLC.

Terms: To qualify to bid, bidders other than the Mortgagee must place **Fifty Thousand and 00/100 Dollars (\$50,000.00)** on deposit with the auctioneer in cash, by certified check or other form of payment acceptable to the Mortgagee prior to the commencement of the foreclosure sale (the "Deposit"). The deposits placed by unsuccessful bidders shall be returned to those bidders at the conclusion of the sale. The Mortgagee reserves the right to accept back up Foreclosure Sale Agreements from one or more unsuccessful bidders to become in force in the event that the successful bidder shall fail to timely close. The successful bidder will be required to provide a supplemental deposit in the form of a bank or certified check within five (5) days of the conclusion of the sale such that the total deposit held by the Mortgagee shall be equal to not

less than ten percent (10%) of the successful bid. The successful bidder will be required to execute a Memorandum of Foreclosure Sale (the "Memorandum") at the time and place of sale, and, if the successful bidder shall refuse to sign the Memorandum, that bidder's deposit shall be retained by the Mortgagee. A copy of the Memorandum shall be available for inspection prior to commencement of the foreclosure sale. All Deposits shall be held by the Mortgagee among its general funds without any obligation to segregate the same and without any obligation to pay interest on the same. The balance of the purchase price must be paid in full by the successful bidder in cash or by certified check on or before the forty-fifth (45th) day after the date of the sale. 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 exercise all of its remedies as set forth in the Memorandum, including, without limitation, the right to retain the deposit, in full, as reasonable liquidated damages or, as the duly appointed attorney-in-fact of said successful bidder, to assign all rights and obligations evidenced by the Memorandum. If the Deposit is retained for any reason, it shall become the property of the Mortgagee. Conveyance of the Mortgaged Premises shall be by foreclosure deed. There may be such supplemental conveyance documents as the Mortgagee may determine are appropriate including a secured party bill of sale or assignment of the Other Collateral (if any). The foreclosure deed and affidavit and secured party bill of sale or assignment shall be herein referred to as the "Conveyance Documents." At closing the successful bidder shall execute and deliver to the Mortgagee an acknowledgment and release acknowledging acceptance of the Conveyance Documents as full and complete performance by the Mortgagee under the Foreclosure Sale Agreement, and releasing any and all claims and rights against the Mortgagee and its agents, except as may be specifically provided for in the Conveyance Documents (the "Acknowledgment"). The Conveyance Documents shall be delivered to the successful bidder upon the Mortgagee's receipt of the balance of the purchase price, and the Acknowledgment. There shall be no proration of rents, fuel, real estate taxes, nor of any other matter. The successful bidder shall pay both its and the Mortgagee's share of any and all transfer taxes and all recording fees. Time is of the essence with respect to every aspect of the Successful Bidder's obligations hereunder.

Exclusion of Warranties: Except for warranties arising by operation of law, the conveyance of the Mortgaged Premises or other Collateral 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 or tenancies, condition of the Mortgaged Premises, construction or fitness for habitation, compliance with applicable state or local building or sanitary codes, recitation of acreage or hazardous waste at the Mortgaged Premises.

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

For further information regarding the Mortgaged Premises, contact James R. St. Jean Auctioneers at 45 Exeter Road, P.O. Box 400, Epping, New Hampshire 03042, Telephone: 603-734-4348.

Dated: October 16, 2019.

PRIMARY BANK

By Its Attorneys,
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