

## MORTGAGEE'S SALE OF REAL ESTATE

By virtue of the power of sale contained in and conferred by a certain mortgage given by Andrew S. Peck and Andrea L. Peck of Cornish, New Hampshire to Mortgage Electronic Registration Systems, Inc. as nominee for Wilmington Finance a division of AIG Federal Savings Bank, its successors and assigns duly established by law and having its usual place of business at 401 Plymouth Road, Suite 400 Plymouth Meeting, PA 19462 dated August 29, 2005 and recorded in the Sullivan County Registry of Deeds in Book 1537, Page 675, of which mortgage the undersigned is the present holder, for breach of the conditions of said mortgage deed and for the purpose of foreclosing the same will be sold at public auction on the premises at 21 Sunset Strip Road, Cornish, NH 03745, hereinafter described, on December 30, 2019 at 10:00 A.M., all and singular the premises described in said mortgage deed; substantially as follows, namely:

A certain tract or parcel of land, with the buildings thereon, situated in Cornish, in the County of Sullivan and State of New Hampshire, and shown as Lot #4 on a plan entitled "Revised Kingsley lot Subdivision II, Cornish, NH 33 1/2 acres, plus or minus acres", dated July 15, 1987, revised December 12, 1988, prepared by Thomas C. Dombroski as Project NO CLAN349E315,9-7, which plan is recorded in Pocket 14, Folder 3, No 46 of Planfile 2 of the Sullivan County Registry of Deeds, to which plan reference may be made for a more particular description

The within conveyance is subject to the following restrictions which shall run with the land

1. Grantor reserves the right of access and egress over the existing roadway crossing the southerly portion of Lot #4 for the purpose of removing gravel from Lots #5 and #6 until the Grantor permanently discontinues use of the gravel pit, or until January 1, 1990, whichever occurs first
2. No manufactured housing, as defined in New Hampshire RSA 674:31, shall be placed or allowed to remain on the lot herein conveyed

The within conveyance may be subject to two easements given by Frederick T and Jeannette L Kingsley to Connecticut Valley Electric Co and New England Tel & Tel Co, the first dated October 24, 1973, and recorded in said Registry in Book 536, Page 182, and the second dated September 22, 1975 and recorded in said Registry in Book 563, Page 36.

Interested persons may examine the original mortgage instrument at the office of the mortgagee, being Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as Trustee on behalf of Aero Mortgage Loan Trust 2017-1, whose address is c/o the servicer for this loan, Planet Home Lending, LLC, 321 Research Parkway, Suite 303, Meriden, CT 06450.

Said premises will be sold and conveyed subject to and/or with the benefit of any and all restrictions, easements, improvements covenants, all unpaid taxes, tax titles, municipal liens and assessments which take precedence over said mortgage, if any.

The premises to be sold shall also be subject to all leases and tenancies, if any there may be, having priority over said mortgage, to tenancies or occupation by persons on the premises now or at the time of said auction which tenancies or occupation are subject to said mortgage, to rights or claims in personal property installed by tenants or former tenants now located on the premises, and also to all laws and ordinances including, but not limited to, all building and zoning laws and ordinances.

A deposit of Five Thousand (\$5,000.00) Dollars must be paid in cash or bank or certified check at the time of sale and the balance of ten percent of the purchase price of the property shall be due within five (5) business days of the sale date. The balance of the purchase price to be paid within thirty (30) days of the sale date in cash or by certified or bank check to Philip L. Eiker, attorney for the mortgagee.

The undersigned mortgagee reserves the right to qualify each bidder in advance of the sale by inspecting his or her bank or certified check or cash, to reject any and all bids made at foreclosure sale, to amend or change the terms of sale by announcement made prior to foreclosure sale, and to continue the foreclosure sale to such subsequent date as the mortgagee may deem advisable.

In the event that the successful bidder at the foreclosure sale shall default in purchasing the within described property according to the terms of this Notice of Sale and/or terms of the Memorandum of Sale executed at the time of the foreclosure, the Mortgagee reserves the right to sell the property by Foreclosure Deed to the second highest bidder provided that the second highest bidder shall deposit with Mortgagee's attorney, Philip L. Eiker, the amount of the required deposit as set forth herein within three (3) business days after written notice of default of the previous highest bidder and title shall be conveyed to said second highest bidder within twenty (20) days of said written notice.

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.

Wilmington Savings Fund Society, FSB,  
not in its individual capacity but solely as  
Trustee on behalf of Aero  
Mortgage Loan Trust 2017-1

By its Attorney,

Philip L. Eiker, Esq.  
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