

## **NOTICE OF MORTGAGEE'S SALE OF REAL PROPERTY**

By virtue of the power of sale contained in a mortgage given by **Todd T. Waterman and Lauren Waterman to Connecticut River Bank, N.A.** ("Connecticut River") for breach of the conditions contained in the mortgage and for the purpose of foreclosing the mortgage, **Mascoma Bank**, as successor in interest by merger to Connecticut River (the "Lender" or "Mortgagee"), will sell at public auction to the highest bidder the premises known as 191 North Street, Cheshire County, Keene, New Hampshire 03431, being more particularly described in the mortgage (the "Premises").

1. The Date, Time and Place of Sale. The sale shall take place on August 26, 2020 at 11:00 A.M., at the Premises.

2. Street, Town, and County of Premises. The Premises are located at 191 North Street, Cheshire County, Keene, New Hampshire 03431.

3. The Book and Page of Recording of Mortgage. The mortgage is dated December 19, 2013 and is recorded at the Cheshire County Registry of Deeds at Book 2853, Page 925.

4. Terms of Sale. Any bidder must deposit \$5,000.00 in the form of a certified check or Lender treasurer's check or other check satisfactory to the Lender before the opening of bidding. The successful bidder will be required to execute a purchase and sale agreement immediately after the close of the bidding, to pay to the Lender a deposit equal to 10% of the accepted bid price within five days of the auction, and to pay the balance of the purchase price within thirty days from the sale date in the form of a certified check, treasurer's check, or other check satisfactory to the Lender in its sole discretion, time being of the essence. Conveyance of the Premises shall be by foreclosure deed. The successful bidder shall be responsible for the recording of and shall pay all transfer taxes and recording fees due in connection with the foreclosure deed. The Lender reserves the right to bid at the sale, to reject any and all bids, to continue the sale, and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale. The description of the Premises contained in the mortgage shall control in the event of an error in this publication.

5. Encumbrances. The Lender is selling its interest in the Premises subject to unpaid taxes, prior liens, and any other encumbrances, whether or not of record, if any, entitled to precedence over the mortgage.

6. Breach of Purchase Contract. If any successful bidder fails to complete the contract of sale, his or her deposit may be retained by the Lender as full liquidated damages or may be held on account of the damages actually suffered, as the Lender may elect. The Lender reserves the right to accept the bid of the next highest bidder in the event the successful bidder fails to complete the contract for any reason.

7. Warranties and Risk of Loss. The Premises will be conveyed with those warranties contained in the foreclosure deed, and no others. The property is to be sold "as is,

where is.” From and after the conclusion of the auction, all risk of loss or damage to the Premises shall pass to, and be borne by, the successful bidder.

8. Lender’s Address for Service of Process. The name of the Lender’s agent and the address for service of process in regard to this matter is:

Agent Name: Sabrina C. Beavens, Agent  
Address: 10 Centre Street, Concord, NH 03302

9. New Hampshire Banking Department Information. The New Hampshire Banking Department is located at 53 Regional Drive, Suite 200, Concord, NH 03301. For information on getting help with housing and foreclosure issues, please call the foreclosure information hotline at 1-800-437-5991. The hotline is a service of the New Hampshire Banking Department. There is no charge for this call.

**10. Notice to Mortgagor, any other person claiming under the Mortgagor or claiming an interest in or a lien or other encumbrance on the 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 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.**

11. Right to Amend. The Lender reserves the right to amend this notice.

12. Auctioneer. Prospective bidders should contact James St. Jean Auctioneers ,45 Exeter Road, PO Box 400, Epping, NH 03042 at (603) 734-4348 for additional information.

Dated: July 9, 2020

**Mascoma Bank**  
By its attorneys,  
Upton & Hatfield, LLP

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