

## LEGAL NOTICE

### NOTICE OF FORECLOSURE SALE

Reference is hereby made to (1) that certain Mortgage given by David A. Malloy and Paula L. Lent (the "Original Mortgagors") to **Franklin Savings Bank** (the "Mortgagee") dated September 19, 2005 and recorded in the Belknap County Registry of Deeds at Book 2221, Page 0295 (the "Mortgage"), with respect to that certain property situate at 176 Durrell Mountain Road, Belmont, Belknap County, New Hampshire, and more particularly described in the Mortgage (the "Mortgaged Premises"), (2) Quitclaim Deed from David A. Malloy to **Erin P. Malloy** ("Current Owner") dated May 6, 2017 and recorded in the Belknap County Registry of Deeds at Book 3117, Page 0931, and (3) Assumption Agreement by Current Owner to Mortgagee dated May 23, 2017. All references to "Mortgagors" hereinafter shall mean the Original Mortgagors and the Current Owner.

By virtue of the **Statutory Power Of Sale** contained in said Mortgage, the Mortgagee, pursuant to and in execution of said power of sale, for nonpayment in breach of the conditions of the Mortgage and the Note secured thereby, to satisfy the amounts due thereon, together with all costs, expenses and attorneys' fees incurred by the Mortgagee in connection with the sale, and expressly for the purposes of foreclosing all rights of redemption of the Mortgagors therein possessed by them and all persons claiming by, through or under them, will sell the Mortgaged Premises at

### PUBLIC AUCTION

on **June 17, 2021, at 2:00 P.M., local time**, all of the Mortgagee's right, title and interest in and to the Mortgaged Premises. The auction shall be held on the Mortgaged Premises, which has a street address of 176 Durrell Mountain Road, Belmont, Belknap County, New Hampshire 03220.

### NOTICE

TO THE MORTGAGORS AND ALL INTERESTED PARTIES: YOU ARE HEREBY NOTIFIED THAT YOU HAVE THE 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.

**Liens and Encumbrances:** The Mortgaged Premises will be sold subject to all unpaid real estate taxes and other municipal assessments and liens therefor, whether or not of record, and all other liens, easements, rights and encumbrances of any and every nature which are or may be entitled to precedence over the Mortgage.

**No Warranties:** The Mortgaged Premises will be sold by the Mortgagee and accepted by the successful bidder "AS IS", "WHERE IS" and with all faults. Except for warranties arising by operation of law, the conveyance of the Mortgaged Premises will be made by the Mortgagee and accepted by the successful bidder without any other express or implied warranties whatsoever, including without limitation, any representations or warranties with respect to title, possession, permits, approvals, recitation of acreage, hazardous materials, and physical condition. All risk or damage to the Mortgaged Premises shall be assumed and borne by the successful bidder immediately after the close of the bidding.

**Terms of Sale:** To qualify to bid, bidders must register to bid and present to the Mortgagee or its agent the sum of Five Thousand Dollars (\$5,000.00) in cash or by certified check or other form of payment acceptable to the Mortgagee or its agent prior to the commencement of the public auction. The balance of the purchase price shall be paid in full in cash or by certified check upon tender of the Mortgagee's Foreclosure Deed within thirty (30) days after the sale, time being of the essence. The successful bidder shall execute a Memorandum of Foreclosure Sale immediately after the close of the bidding. If the successful bidder fails to complete the purchase of the Mortgaged Premises, the Mortgagee may, at its option, retain the deposit as liquidated damages. Deposits of unsuccessful bidders shall be returned at the conclusion of the public auction. Other terms may be announced at sale.

**Reservations of Rights:** The Mortgagee reserves the right to (i) cancel or continue the public auction to such subsequent date or dates as the Mortgagee may deem necessary or desirable; (ii) waive the reading of this notice or any portion thereof at the same provided that copies of said notice are made available to bidders at the sale; (iii) bid upon and purchase the Mortgaged Premises at the public auction without producing any deposit; (iv) reject any and all bids for the Mortgaged Premises in Mortgagee's sole discretion; (v) amend or change the terms of sale set forth herein by announcement, written or oral, made before or during the foreclosure sale and such change(s) or amendment(s) shall be binding on all bidders; and/or (vi) convey the Property to the next highest bidder should any successful bidder default.

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. FURTHER CONTACT INFORMATION FOR THE NEW HAMPSHIRE BANKING DEPARTMENT IS AS FOLLOWS:

**New Hampshire Banking Department**  
**53 Regional Drive, Suite 200**  
**Concord, NH 03301**  
**Tel No.: (603) 271-3561**  
**Foreclosure Hotline: (800) 437-5991**  
**Fax No.: (603) 271-1090**  
**Email: [nhbd@banking.nh.gov](mailto:nhbd@banking.nh.gov)**  
**Web Site: <https://www.nh.gov/banking/>**

The Mortgagee's principal place of business and mailing address is 387 Central Street, Franklin, New Hampshire 03235. The Mortgagee's agent for service of process with respect to this foreclosure sale is Timothy E. Britain, Esquire, Two Capital Plaza, P.O. Box 1137, Concord NH, 03302-1137, (603) 224-7761.


Further information concerning this sale may be obtained from the auctioneers, James R. St. Jean Auctioneers, Inc., 45 Exeter Road, P.O. Box 400, Epping, New Hampshire 03042, whose telephone number is (603) 734-4348.

Dated this 27<sup>th</sup> day of April, 2021.

FRANKLIN SAVINGS BANK

By Its Attorneys,

CLEVELAND, WATERS AND BASS, P.A.

By:   
Timothy E. Britain, Esquire  
Two Capital Plaza  
P.O. Box 1137  
Concord, NH 03302-1137  
(603) 224-7761  
NH Bar No. 0332