

NOTICE OF FORECLOSURE SALE

Reference is made to a mortgage given by Fireball Realty, LLC (the “Mortgagor”) to Bar Harbor Bank and Trust dated December 22, 2017 and recorded at the Sullivan County Registry of Deeds in Book 2027, Page 0881 (the “Mortgage”). By virtue of the power of sale contained in the Mortgage, Bar Harbor Bank and Trust (the “Mortgagee”), in execution of the power of sale and for breach of the conditions of the Mortgage, and for the purpose of foreclosing the same will sell at

PUBLIC AUCTION

On **February 3, 2020 at 11:00 a.m., 59-61 Sullivan Street, Claremont, NH** a portion of the premises are described in the Mortgage and which may be currently described as follows (the “Mortgaged Premises”):

59-61 Sullivan Street, Claremont, New Hampshire: A certain tract or parcel of land with the buildings thereon situated in Claremont, in the County of Sullivan and State of New Hampshire, bounded and described as follows:

Beginning at a point on the northerly side of Sullivan Street, which point marks the southwesterly corner of land now or formerly of George P. and Cecile M. Hardy as conveyed to them by Ira G. Colby by deed dated June 12, 1952, and recorded in the Sullivan County Registry of Deeds, Vol. 349, Page 105; thence northerly along the westerly line of said premises of the said Hardys to the northwesterly corner thereof, which is at the southerly line of a lane or passageway running from Pearl Street to Central Street; thence westerly along the southerly line of said lane or passageway to the northwesterly corner of the within granted premises at land now or formerly of the Baptist Society; thence southerly along the easterly line of land of said Baptist Society to the northerly side of Sullivan Street; thence easterly along the northerly side of Sullivan Street to the point or place of beginning. Said premises are known as 59-61 Sullivan Street.

Together with the right and privilege, so far as said grantors have the right or authority to convey the same, to the use of the passageway through a lane or passageway running from Pearl to Central Street past said land to be used in common with others.

Subject to the rights heretofore deeded said George P. and Cecile M. Hardy in a right-of-way over and upon a strip of land along the easterly side of the above-described land.

Excepting and reserving, however, from the above-described premises that portion which was conveyed to the Roman Catholic Bishop of Manchester by George P. and Cecile M. Hardy by warranty deed dated March 31, 1953 and recorded in the Sullivan County Registry of Deeds, Vol. 343, Page 113 described therein as follows:

Beginning at an old stone bound at the northwest corner of the land to be described, which is also the northeast corner of the land of Roger Veilleux on Pearl Street, and on the southerly side of

the lane from Pearl Street to Central Street; thence southerly along the easterly boundary of Veilleux, 78 feet to a stone fence post; thence westerly in a straight line 127 feet to a stone fence post on the westerly boundary of land of Raymond Fitch, known as 51 Sullivan Street; thence northerly along the westerly boundary of Fitch, 93 feet to a stone bound on the southerly side of the land leading from Pearl Street to Central Street; thence westerly along the southerly side of the land leading from Pearl Street to Central Street a distance of 137 feet to the place of beginning.

[End of Description of Mortgaged Premises]

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. The Mortgagee's address for service of process purposes is: Bar Harbor Bank and Trust, 9 Main St., P.O. Box 29, Newport, NH 03773. The address for the Mortgagee's agent for service of process is: 10 Pleasant Street, Suite 400, Portsmouth, New Hampshire 03801.

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.

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 Mortgage.

Terms: To qualify to bid, bidders other than the Mortgagee must place **\$10,000.00** 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 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 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. The successful bidder will be required to tender an additional deposit (the "Additional Deposit") within ten (10) days of the date of the sale, in an amount sufficient to bring the total Additional Deposit and Initial Deposit (the "Deposit") to an amount equal to ten percent (10%) of the successful bid. 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 thirtieth (30th) day after the date of sale. If the successful bidder fails to complete the purchase of the Mortgaged Premises on or before the thirtieth (30th) day after the date of 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, as a result of the bidder's failure to perform. 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. The foreclosure deed and affidavit 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 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 or 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 will be made by the Mortgagee and accepted by the successful bidder without any other expressed or implied representations or warranties whatsoever including, without limitation, representations or warranties relating to title, possession, or tenancies, condition of the Mortgage Premises, construction or fitness for habitation, compliance with applicable state or local building or sanitary codes, recitation of acreage or hazardous waste at the Mortgage Premises. Each Bidder shall inspect the applicable records to determine the existing code violations and lead paint orders.

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, Epping, NH 03042, 603-734-4348, or 800-639-1810.

Dated: December 13, 2019

BAR HARBOR BANK AND TRUST
By Its Attorneys,

FORD, MCDONALD, MCPARTLIN, &
BORDEN, P.A.

By: _____
Edmond J. Ford, Esquire
10 Pleasant St., Suite 400
Portsmouth, NH 03801
Telephone: 603-373-1737
Facsimile: 603-242-1381
eford@fordlaw.com