

MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Tipperary Stone Products, Inc. (the "Mortgagor") to Mortgagee, Maryellen Szetela, Trustee of the Maryellen Szetela Revocable Trust (the "Mortgagee"), said mortgage dated August 17, 2011, and recorded with the Carroll County Registry of Deeds in Book 2944, Page 871 (the "Mortgage"), pursuant to and for breach of the conditions in said Mortgage and for the purpose of foreclosing the same will be sold at:

Public Auction on
Thursday, March 26, 2020 at 11:00 am

Said sale to be held on the mortgaged premises hereinafter described and having a present address of 875 Eastman Road, Center Conway, Carroll County, NH 03813, said Mortgage Premises being more particularly described in the above Mortgage.

NOTICE

PURSUANT TO NEW HAMPSHIRE RSA 479:25, 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 FORCLOSURE SALE.

The name and address of the Mortgagee's agent for service of process in regard to this matter is:

Agent Name: Danielle C. Gaudreau, Esq.
Address: 6 Loudon Road, Suite 502, Concord, NH 03301

EXCLUSION OF WARRANTIES

The Property will be sold subject to all unpaid real estate taxes and all other liens and encumbrances, which may be entitled to precedence over the Mortgage. Notwithstanding any title information contained in this notice, the Mortgagee expressly disclaims any representations as to the state of the title to the Property involved as of the date of the notice of the date of sale. The property to be sold at the sale is "AS IS WHERE IS". The Mortgagor makes no warranties or representations concerning whether the property is vacant.

TERMS OF SALE

A deposit of Five Thousand (\$5,000.00) Dollars in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee's attorney will be required to be delivered at or before the time a bid is offered. The successful bidder(s) will be required to execute a purchase and sale agreement immediately after the close of the bidding. The balance of the purchase price shall be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee's attorney. If the successful bidder fails to complete the purchase of the Mortgaged Premises in accordance with the preceding sentence, then the Mortgagee may retain the deposit in full as liquidated damages resulting from the successful bidder's failure to perform. Conveyance of the Mortgaged Premises shall be by foreclosure deed to be delivered to the successful bidder upon the Mortgagee's receipt of the balance of the purchase price. The Mortgagee 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.

CONTACT INFORMATION

For information on getting help with housing and foreclosure issues, please call the foreclosure information hotline at (800) 437-5991. The hotline is a service of the New Hampshire banking department. There is no charge for this call. The address for the NH Banking Department is 53 Regional Drive, Suite 200, Concord, NH 03301. The email address is nhbd@banking.nh.gov.

The original mortgage instrument may be examined at 6 Loudon Road, Suite 502, Concord, NH 03301, with all requests directed Danielle C. Gaudreau at (603) 224-8700 during regular business hours.

Dated at Concord, New Hampshire, on January 21, 2020

Maryellen Szetela, Trustee of the
Maryellen Szetela Revocable Trust

By her Attorney,

Danielle C. Gaudreau, Esquire
Laboe & Tasker, PLLC
6 Loudon Road, Suite 502
Concord, NH 03301
(603) 224-8700