

NOTICE OF FORECLOSURE AND SECURED PARTY SALE

Reference is made to a Mortgage given by Court Street Camp LLC (the "Mortgagor") to Northeast Bank dated March 20, 2015 and recorded in the Rockingham County Registry of Deeds in Book 5603, Page 38 (the "Mortgage"), and a certain Security Agreement – Commercial of even date between the Mortgagor and Northeast Bank (the "Security Agreement").

By virtue of the power of sale contained in the Mortgage and pursuant to N.H. RSA 479:25-27a and RSA 382-A:9-604, Northeast Bank, the current holder of the Mortgage and the Security Agreement (the "Mortgagee"), due to the Mortgagor's default under, and breach of the conditions of, the Mortgage and the Security Agreement, will sell at:

PUBLIC AUCTION
on
Wednesday, August 19, 2020
at 11:00 a.m.

the premises located at 190 and 192 Court Street, Town of Exeter, County of Rockingham, State of New Hampshire being all the same premises more particularly described in the Mortgage (the "Mortgaged Premises"), together with certain equipment and other personal property of the Mortgagor (the "Collateral"), which Collateral is more particularly described in the Mortgage and the Security Agreement. The sale shall be held at the Mortgaged Premises.

Terms of Sale: A deposit of Twenty Thousand and no/100 Dollars (\$20,000.00) in the form of cash, certified check, or bank treasurer's check or other check satisfactory to Mortgagee will be required to be delivered at or before the time a bid is offered. The Mortgaged Premises and the Collateral will be offered for sale, first in its entirety in bulk (the "Bulk Sale"), and then, in Mortgagee's discretion, as individual items (the "Itemized Sale"). At the conclusion of the Itemized Sale, the Mortgagee reserves the right to accept the greater of either: (i) the high bid at the Bulk Sale, or (ii) the sum of the high bids for the Mortgaged Premises and Collateral at the Itemized Sale. The Mortgagee further reserves the right to declare the sale generating the lesser of the aggregate bid amounts to be void. The deposits shall be waived for all sales in the case of the Mortgagee. The deposits placed by unsuccessful bidders shall be returned to those bidders at the conclusion of the sales. The successful bidder shall execute a memorandum purchase and sale agreement at the conclusion of the auction. An additional deposit sufficient to increase the total deposit to an amount equal to ten percent (10%) of the successful bid shall be delivered to the Mortgagee within ten (10) days of the sale. The balance of the purchase price must be paid in full by the successful bidder(s) in cash or by certified check on or before **the thirtieth (30th) day after the sale**, time being of the essence. If the successful bidder(s) fail to complete the purchase of the Mortgaged Premises and/or the Collateral in accordance with the preceding sentence, then the Mortgagee may, at its option, retain the applicable deposit amount in full as reasonable liquidated damages resulting from the

successful bidder's failure to perform. Conveyance of the Mortgaged Premises shall be by foreclosure deed. Conveyance of the Collateral shall be by secured party's quitclaim bill of sale. The foreclosure deed and such bill(s) of sale shall be delivered to the successful bidder(s) upon the Mortgagee's receipt of the balance of the full purchase price. The successful bidder for the Mortgaged Premises shall execute a memorandum purchase and sale agreement at the conclusion of the auction sale.

Reservation of Rights: The Mortgagee reserves the right to (1) cancel or continue the foreclosure and/or secured party sale to such later date and/or time as the Mortgagee may deem desirable; (2) bid on and purchase the Mortgaged Premises and/or the Collateral at the public auction(s); (3) reject any and all bids for the Mortgaged Premises and/or the Collateral; (4) waive reading this notice or any portion thereof at the public auction(s); (5) amend or alter the terms of sale stated in this notice by oral or written announcement made at any time before or during the public auction(s); and/or (6) extend the time of closing of the transaction to a date not more than sixty (60) days after the auction date.

Exclusion of Warranties: The Mortgaged Premises and Collateral will be sold "AS IS AND WHERE IS" and subject to unpaid taxes, prior liens, or other enforceable encumbrances of record, if any, entitled to precedence over the Mortgage and security interests contained in the Security Agreement. Notwithstanding any title information contained in this notice, the Mortgagee expressly disclaims any representations as to the state of the title to the Mortgaged Premises as of the date of the notice of the date of sale. To the extent that the Mortgaged Premises and/or the Collateral and the conveyance hereunder include fixtures, equipment or other personalty, than all such items shall be conveyed "as-is" and "where-is". MORTGAGEE EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MORTGAGEE EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING TITLE TO ANY SUCH FIXTURES, EQUIPMENT OR OTHER PERSONALTY.

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.

NORTHEAST BANK

By its attorneys,

PIERCE ATWOOD LLP

By: Denis O. Robinson, Esquire
One New Hampshire Avenue, Suite 350
Portsmouth, NH 03801
(603) 433-6300

