

**FORECLOSURE DEED UNDER POWER OF SALE**

**[ 83 Foggs Lane, Lot 1, Town of Seabrook, County of Rockingham, NH 03874 ]**

**Westmount Financial Limited Partnership**, a limited partnership organized and existing under the laws of the Nevada, having principal address of 3710 Buckeye St # 100 Palm Beach Gardens, FL 33410, being holder of a mortgage from SALT, LLC, a New Hampshire limited liability company (the “Mortgagee”) dated October 10, 2019, and recorded at the Rockingham County Registry of Deeds in Book 6046, Page 1835 on October 15, 2019, by power conferred by said Mortgage and every other power, for \$ \_\_\_\_\_ paid, for consideration paid, **grants to** \_\_\_\_\_ -

\_\_\_\_\_, of  
\_\_\_\_\_, \_\_\_\_\_ County,  
\_\_\_\_\_, New Hampshire, \_\_\_\_\_, the premises conveyed by the Mortgage.

IN WITNESS WHEREOF, WESTMOUNT FINANCIAL LIMITED PARTNERSHIP

has caused this Foreclosure Deed to be signed this \_\_\_\_\_ day of September 2020.

**WESTMOUNT FINANCIAL LIMITED PARTNERSHIP**

BY: CIF, Inc. its General Partner:

By:

\_\_\_\_\_  
Michael J. Hart  
Title: Vice President of CIF, Inc.  
Duly authorized

**STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged and signed under oath, before me, the undersigned officer on this \_\_\_\_\_ day of September, 2020, by Michael J. Hart, identified by his/her New Hampshire driver's license, to be the same.

/seal/

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**AFFIDAVIT OF SALE UNDER POWER OF SALE IN MORTGAGE**

**[ 83 Foggs Lane, Lot 1, Town of Seabrook, County of Rockingham, NH 03874 ]**

I, the undersigned, being the duly authorized representative of Westmount Financial Limited Partnership, Grantor in the foregoing deed (“Mortgagee”), on my oath say that the principal and interest and other obligations secured by the mortgage referred to in the foregoing deed were not paid or tendered or performed when due, and that caused to be published a Notice of Foreclosure Sale on July 30, 2020, August 6, 2020 and August 13, 2020, in the Union Leader, a newspaper with general circulation in the Town of Seabrook, Rockingham County, State of New Hampshire, a true copy of which is attached hereto as Exhibit A and is hereby incorporated into this Affidavit by reference thereto (“Notice”).

And we further on oath say that in accordance with New Hampshire Revised Statutes Annotated 479:25, Lenders have caused copies of the Notice to be sent by certified mail, return receipt requested to the last known addresses of the parties identified on Exhibit B attached hereto and hereby incorporated in this Affidavit by reference thereto.

And we further on oath say that pursuant to the Notices at the date stated therein (August 24, 2020 at 2:00 p.m., by personal representative on site of the mortgaged premises, the date and time of foreclosure sale was continued to September 8, 2020 at 10:00 a.m., and at which continued time date Westmount Financial Services, limited sold the mortgaged premises described in the Notice at public auction to \_\_\_\_\_ for \$ \_\_\_\_\_, bid by \_\_\_\_\_ of \_\_\_\_\_, being the highest bid made therefore at such auction.

And I further on oath say that, to the best of my knowledge, none of the interested parties was in the military or other service of the United States of America at the time of the foreclosure or within nine months prior to the foreclosure or entitled to protection under the terms of the Soldier's and Sailor's Civil Relief Act of 1940.

**WESTMOUNT FINANCIAL LIMITED PARTNERSHIP**

BY: CIF, Inc. its General Partner:  
By:

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Michael J. Hart  
Title: Vice President of CIF, Inc.  
Duly authorized

**STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged and signed under oath, before me, the undersigned officer on this \_\_\_\_ day of September, 2020, by Michael J. Hart, identified by his/her New Hampshire driver's license, to be the same.

/seal/

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Notary Public  
My Commission Expires:

## EXHIBIT A

### [ 83 Foggs Lane, Lot 1, Town of Seabrook, County of Rockingham, NH 03874 ]

A certain tract or parcel of land, situated in the Town of Seabrook, County of Rockingham and State of New Hampshire, located on the \_\_\_\_\_ side of Foggs Lane, northerly of the Hudson-Derry Road in the Town of Londonderry, Rockingham County, New Hampshire, with street address of 83 Foggs Lane, described as follows:

LOT #1 on plan of land entitled: "Map 7 Lot 3 Subdivision Plan 85 Fogg's Lane, Seabrook, New Hampshire County of Rockingham owned by Martin & Mindy Towle dated February 20, 2018" by MSC a division of TFMoran, Inc., Portsmouth, NH, and recorded in Rockingham County Registry of Deeds as Plan No. D-40960, (the "Plan") to which plan reference may be made for a more particular description of said lot.

Containing 30,000 square feet, more or less, according to said Plan.

#### SUBJECT TO:

Subject to the following appurtenant easement recorded in Book 5934, Page 979 (hereinafter called the "Easement") in favor of Martin W. Towle and Mindy Towle, a/k/a Melinda Towle, as joint tenants with rights of survivorship, and their respective successors and assigns, and Ina M. Dow and Sheri Dow, as owners of 39 Foggs Corner, Seabrook, New Hampshire and said easement as to Ina M. Dow and Sheri Dow, as joint tenants with rights of survivorship, and their respective successors and assigns, shall run with the land and vest in the owners of 39 Foggs Corner, Seabrook, New Hampshire as set forth in a Settlement Agreement between the parties and recorded prior hereto, (the "Easement Holders") over the westerly portion of Lot #1 as shown on said Plan being more fully described as follows: An exclusive easement upon and/or across all of the parcel described as the "View Easement" and marked by diagonal lines on the Plan for the display of advertising on the Billboard to vehicular traffic approaching and passing the Billboard on Route 95. The Easement Holders and by acceptance of this deed, the owner of the burdened estate, agree not to implement or to allow the construction, placement, or erection of any structures, the storage of any objects or the planting or growth or any landscaping within the View Easement that blocks, obstructs, hinders, or impairs the visibility of any portion of Billboard within, through or over said View Easement. The Easement Holders shall have the right, including through their agents, employees or contractors, to maintain the vegetation within the View Easement so that it does not grow to a height of more than four (4) feet. Said easement is intended to and shall hereafter run with the land for the benefit of Martin W. Towle and Mindy Towle, a/k/a Melinda Towle, as joint tenants with rights of survivorship, and Ina M. Dow and Sheri Dow, as joint tenants with rights of survivorship, and their heirs and assigns. The portion of said Lot #1 burdened by the view easement is further described as follows: Beginning at a set 5/8 rebar w/cap #844 at the southwesterly corner of said Lot #1 and proceeding N 9° 60' 59" E for a distance of 101.49 feet to an iron rod; thence turning and proceeding S 81° 09' 02" E for a distance of 71.10 feet to a point; thence turning and proceeding S 31° 03' 19" W for a distance of 109.54 feet to a point; thence turning and proceeding N 81° 17' 13" W for a distance of 30.0 feet to the point of beginning.

**EXHIBIT B**

**[ 83 Foggs Lane, Lot 1, Town of Seabrook, County of Rockingham, NH 03874 ]**

**James Anthony (“Tony”) Mazzola**  
8 Linden Lane  
Hampton, NH 03842

**SALT, LLC**  
8 Linden Lane  
Hampton, NH 03842

**Tax Collector, Town of Seabrook**  
99 Lafayette Road  
Seabrook, NH 03874

**Westmount Financial Limited Partnership**  
3710 Buckeye St # 100 Palm Beach Gardens, FL 33410

## TERMS OF SALE

[ 83 Foggs Lane, Lot 1, Town of Seabrook, County of Rockingham, NH 03874 ]

MORTGAGEE'S SALE OF REAL ESTATE by **Westmount Financial Limited Partnership**, a limited partnership organized and existing under the laws of the Nevada, having principal address of 3710 Buckeye St # 100 Palm Beach Gardens, FL 33410, being holder of a mortgage from SALT, LLC, a New Hampshire limited liability company (the "Mortgagee") dated October 10, 2019, and recorded at the Rockingham County Registry of Deeds in Book 6046, Page 1835 on October 15, 2019.

**FIRST:** Anyone wishing to bid must first deposit with auctioneer/attorney conducting sale \$10,000.00 in form acceptable to auctioneer/ attorney to register as a bidder. Unsuccessful bidders will have their deposit returned to him after the auction is finished.

**SECOND:** The successful bidder will be required to execute a written purchase and sale agreement immediately after the close of the bidding.

**THIRD:** A non-refundable deposit of TEN THOUSAND DOLLARS (\$10,000.00) by certified check, treasurer's check, cashier's check, or other funds acceptable to the mortgagee will be required of the Buyer at the sale.

**FOURTH:** The balance of the purchase price to be paid in full by certified check or other immediately available funds acceptable to the mortgagee upon the delivery of a foreclosure deed within Thirty (30) days after the date of the foreclosure sale, **TIME BEING OF THE ESSENCE.**

**FIFTH:** If the successful bidder fails to complete the purchase of the premises in accordance with the above conditions, then the mortgagee will be entitled to retain the entire deposit in full as liquidated damages resulting from the successful bidder's failure to perform.

**SIXTH:** THE PREMISES WILL BE SOLD AS IS, WHERE IS, AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE, and subject to any prior mortgages, taxes, attachments, liens, and all other encumbrances and rights, title or interest whatsoever, which have precedence over the above mentioned mortgage deed, and subject to any existing tenants, tenancies or persons in possession.

**SEVENTH:** Said premises will be sold by virtue of and in execution of the Power of Sale contained in said mortgage deed, and by virtue and in execution of every other power, for condition broken and to satisfy the amounts due under said mortgage deed and to foreclose the rights of said mortgagee and all other persons to redeem said mortgage deed.

**EIGHTH:** The premises shall be conveyed subject to any tenants in occupancy and subject to any leases, if any, affecting said premises.

NINTH: Said premises shall be sold and conveyed without representation or warranty as to its condition, construction, or fitness for habitation, or whether it conforms to applicable state or local building, zoning, and sanitary code.

TENTH: Mortgagee reserves the right to not produce a foreclosure deed, not close on it, and if it so elects, to then return the deposit, if so returned, neither party shall have any recourse or obligation under this agreement.

ELEVENTH: The successful bidder shall pay all expenses of recording and tax transfer stamps due to the state of New Hampshire for the recording of the Foreclosure Deed Under Power of Sale.

TWELFTH: The terms contained herein shall be a part of the foreclosure Memorandum of Sale.

**WESTMOUNT FINANCIAL LIMITED PARTNERSHIP**

**On this 8<sup>th</sup> day of September, 2020, the above described real estate was sold to**

BUYER: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ S.S. # \_\_\_\_\_

Email: \_\_\_\_\_

for the sum of \_\_\_\_\_ dollars \$ \_\_\_\_\_),  
subject to any and all unpaid taxes and other municipal liens or assessments which are entitled to precedence over said mortgage and subject to the terms of the sale set forth above. Buyer agrees to pay all stamps and recording fees for the recording of the Foreclosure Deed Under Power of Sale

**BY SIGNING BELOW, BUYER AGREES TO THESE TERMS:**

BUYER: \_\_\_\_\_

By:

Title: \_\_\_\_\_, duly authorized

Date: 09/08/2020



## RECEIPT AND PURCHASE AGREEMENT

[ **83 Foggs Lane, Lot 1, Town of Seabrook, County of Rockingham, NH 03874** ]

WESTMOUNT FINANCIAL LIMITED PARTNERSHIP LLC, with a mailing address of 3710  
Buckeye St # 100 Palm Beach Gardens, FL 33410, hereby acknowledges receipt of Ten  
Thousand Dollars (\$10,000.00) from:

BUYER: \_\_\_\_\_

By:

Title: \_\_\_\_\_, duly authorized

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ S.S. # \_\_\_\_\_

Email: \_\_\_\_\_

(the "Buyer") as down payment for the purchase of the real estate located at **83 Foggs Lane, Lot 1, Town of Seabrook, County of Rockingham, NH 03874** (the premises) and more particularly described in a certain mortgage deed granted by SALT, LLC, a New Hampshire limited liability company (the "Mortgagee") dated October 10, 2019, and recorded at the Rockingham County Registry of Deeds in Book 6046, Page 1835 on October 15, 2019.

The purchase price hereunder to be paid by Buyer, being the highest bid at the auction, for the Premises is

\_\_\_\_\_ Dollars(\$\_\_\_\_\_).

The Buyer agrees to pay the balance of the purchase price (by certified check) within thirty (30) days from the date hereof, at which time the Seller will execute and deliver to the Buyer its foreclosure deed to the Premises.

The closing will be at a mutually convenient time of day at the office of Andrew H. Sullivan, Esq., 24 Eastman Avenue, Bedford, New Hampshire 03110, (Phone: 603-644-5291) (Email: [andy@andrewsullivanlaw.com](mailto:andy@andrewsullivanlaw.com)) or at the office of Buyer's lender if required by such lender. TIME IS OF THE ESSENCE and Seller shall hold Buyer to the strict performance of its obligation hereunder within the time limits specified.

In the event the Buyer fails to pay the balance of the purchase price within the said thirty (30) days, it is hereby agreed that the Seller, at its option, may consider the payment made hereunder as liquidated damages for default in this Purchase Agreement. Buyer's failure to close within thirty (30) days shall be deemed to be an assignment by Buyer to Seller of Buyer's right

to purchase the Premises pursuant to this Agreement and Seller, as assignee, may complete the Purchase of the Premises in its own name or assign its right to so purchase to a third party. For the purpose of carrying out this provision of this paragraph, Buyer hereby irrevocably constitutes and appoints the Seller its true and lawful attorney-in-fact, with full power of substitution, to execute, acknowledge and deliver any instruments and perform any acts necessary or desirable to carry out the assignment of Buyer's interest in the Premises as provided herein.

**The Premises being sold "As and Where Is" without warranties or representations of any kind or manner, subject to all applicable rules, regulations, statutes and ordinances of public authorities having jurisdiction, to taxes and to any and all other liens, rights or encumbrances having priority over the Mortgage.**

IF THE PREMISES ARE A SUBDIVISION OR CONDOMINIUM OR A PART OF A SUBDIVISION OR CONDOMINIUM, SELLER DISCLAIMS ANY AND ALL LIABILITY RELATING TO THE SUBDIVISION OR CONDOMINIUM, INCLUDING BUT NOT LIMITED TO, ANY LIABILITY IMPOSED BY (i) New Hampshire RSA Chapters 356-A and 356-B, (ii) New Hampshire Attorney General, (iii) any provisions of any declarations of by-laws for the subdivision, condominium or owners association or (iv) any other law, ordinance, rule or regulation. said disclaimer includes, but is not limited to, (A) any current or future obligation imposed upon "successor" declarants, (B) liability for any improvement, amenity or infrastructure or lack of any improvement, amenity or infrastructure in the subdivision or condominium, (C) liability for common expenses or fees, (D) liability under any warranty given by document or imposed by law or (E) any other liability relating to the subdivision or condominium.

The disclaimer set forth in this section shall survive the Closing.

IF THE PREMISES ARE A SUBDIVISION OR A CONDOMINIUM OR A PART OF THE SUBDIVISION OR CONDOMINIUM, BUYER, ON BEHALF OF ITSELF, ITS HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, HEREBY WAIVES AND RELEASES ANY CLAIM IT MAY HAVE AGAINST SELLER, SELLER'S AGENTS, EMPLOYEES AND OFFICERS, AND SELLER'S AGENT'S EMPLOYEES, OFFICERS AND AGENTS, FOR ANY AND ALL LIABILITY RELATING TO THE SUBDIVISION OR CONDOMINIUM INCLUDING BUT NOT LIMITED TO, ANY LIABILITY IMPOSED BY (i) New Hampshire RSA Chapters 356-A AND 356-B, (ii) New Hampshire Attorney General, (iii) any provisions of any declaration or by-laws for the subdivision, condominium or owners association or (iv) any other law, ordinance, rule, and regulation. Said waiver and release includes, but is not limited to, (A) any current or future obligations imposed upon "successor" declarants, (B) liability for any improvement, amenity or infrastructure or lack of any improvement, amenity or infrastructure in the subdivision or condominium, (C) liability for common expenses or fees, (D) liability under any warranty given by document or imposed by law or (E) any other liability relating to the subdivision or condominium.

The waiver and release set forth in the Section shall survive the Closing.

Auction Company Disclaimer and Waiver. The undersigned Buyer recognizes, understands, and agrees that neither Andrew H. Sullivan, Attorney at Law, nor its affiliates nor their respective agents, servants or employees have made any representations, warranties, or covenants to Buyer which are not provided in writing and specifically set forth in this Agreement; that the undersigned Buyer has personally inspected and investigated the Premises and its surroundings and does rely solely on Buyer's own findings and determinations; the Buyer (jointly and severally if more than one) has agreed to purchase the Premises and close on the sale based solely on Buyer's inspection and determination.

Property Condition. Seller shall not be deemed to represent or warrant any fact or condition with respect to the Premises which may be included in any information provided by Seller or furnished to buyer for review, including, but not limited to, any items provided in the bidder information package for the Premises. Buyer acknowledges that Seller may winterize the Premises after the execution of this Agreement and prior to the Closing date.

**DISCLOSURE RELATIVE TO RADON GAS, LEAD PAINT and ARSENIC** (Pursuant to N.H. R.S.A. 477:4-a):

(a) Radon Gas: Radon Gas, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or water.

(b) Lead Paint: Before 1977, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present.

(c) Arsenic: Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water. The buyer is encouraged to consult the New Hampshire department of environmental services private well testing recommendations ([www.des.nh.gov](http://www.des.nh.gov)) to ensure a safe water supply if the subject property is served by a private well.

The terms of the "Terms of Sale" sheet, date on even date herewith and made a part hereof by reference, and attached hereto, are a part of this agreement.

IN WITNESS WHEREOF, the parties by themselves or by their duly authorized agents have executed this agreement on this 8<sup>th</sup> day of September, 2020.

IN THE PRESENCE OF:

BUYER: \_\_\_\_\_  
By:  
Title: \_\_\_\_\_, duly authorized

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ S.S. # \_\_\_\_\_

Email: \_\_\_\_\_

**SELLING MORTGAGEE: WESTMOUNT FINANCIAL  
LIMITED PARTNERSHIP**

By: \_\_\_\_\_

Name: Andrew H. Sullivan, Esq

Title: Attorney for Westmount Financial  
Limited Partnership

**BIDDER DEPOSIT SIGN UP SHEET**

**[ 83 Foggs Lane, Lot 1, Town of Seabrook, County of Rockingham, NH 03874 ]**

DATE: September 8, 2020

TIME: 10:00 a.m.

DEPOSIT AMOUNT: \$10,000.00

BIDDER	ADDRESS/PHONE/EMAIL	CHECK NO.
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____