

NOTICE OF MORTGAGEE'S FORECLOSURE SALE

Reference is made to a Mortgage given by **DAVID CHAMPY, SR. a/k/a DAVID CHAMPY** (the "Mortgagor") to **PROFILE BANK** dated May 4, 2015 and recorded in the Carroll County Registry of Deeds in Book 3198, Page 329 (the "Mortgage").

By virtue of the power of sale contained in the Mortgage, **PROFILE BANK** (the "Mortgagee"), with a principal place of business at 45 Wakefield Street, Rochester, New Hampshire 03867, being the present holder of the Mortgage, pursuant to and in execution of said power and for breach of conditions of the Mortgage, and for the purpose of foreclosing the same, will sell at PUBLIC AUCTION on **December 3, 2020 at 11:00 a.m.**, the premises described in said Mortgage, which are located at **55 Long Ridge Road, Village of Sanbornville, Town of Wakefield, Carroll County, New Hampshire** ("Mortgaged Premises"). The Mortgaged Premises are more particularly described in the above-referenced Mortgage and shown on the Town of Wakefield Tax Map 000088 as Lot 009000.

Place of Sale and Street Address of Mortgaged Premises. The sale will be held on the Mortgaged Premises which have a present address of **55 Long Ridge Road, Village of Sanbornville, Town of Wakefield, New Hampshire.**

Right to Petition Superior Court. 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.

Agent for Service of Process. The name and address of the Mortgagee for service of process is Profile Bank, 45 Wakefield Street, Rochester, New Hampshire 03867, and the name and address of the Mortgagee's Agent for service of process is Wensley & Jones, P.L.L.C., 40 Wakefield Street, Rochester, New Hampshire 03867.

You can contact the New Hampshire Banking Department at 53 Regional Drive #200, Concord, NH 03301 Tel. (603) 271-3561 and by email at nhbd@banking.nh.gov.

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.

Terms of Sale. The terms of the sale are as follows:

The Mortgaged Premises shall be sold "AS IS AND WHERE IS" and subject to all unpaid taxes and liens therefore, and all other liens, easements, rights and encumbrances of any and every nature whatsoever, which are or may be entitled to precedence over the Mortgage.

The Mortgaged Premises will be offered for sale to the highest qualified bidder(s) as set forth above.

In order to qualify to bid at the foreclosure sales, any interested person must register to bid and at the time of sale present to the Mortgagee, or its agent, cash or certified check or other check acceptable to the Mortgagee, in the amount of Ten Thousand Dollars (\$10,000.00) for the foreclosure sale. The checks of all unsuccessful bidders will be returned at the conclusion of the public auction. The check and the funds represented thereby of the successful bidder(s) accepted by the Mortgagee shall become a non-refundable deposit on such successful bidder's purchase. The successful bidder(s) will each be required to execute a purchase and sale agreement which contains additional terms and conditions concerning the successful bidder's purchase. The balance of the purchase price must be paid in full by the successful bidder(s) or its designee in cash or certified check or other check acceptable to the Mortgagee within forty-five (45) days of the date of sale, time being of the essence. If a successful bidder fails to complete the purchase of the Mortgaged Premises in accordance with the preceding sentence, then the Mortgagee may, at its option, retain the deposit in full as reasonable liquidated damages resulting from such successful bidder's failure to perform. Conveyance of the Mortgaged Premises shall be by foreclosure deed. The foreclosure deed shall be delivered to the successful bidder upon the Mortgagee's receipt of the balance of the purchase price. The Mortgagee reserves the right to extend the time of closing of the sale. The successful bidder shall be responsible for all transfer stamps and recording costs.

Exclusions of Warranties. The conveyance of the Mortgaged Premises will be made by the Mortgagee "AS IS" AND "WHERE IS", and accepted by a successful bidder without any expressed or implied representations or warranties whatsoever, including without limitation so-called implied warranties of title, merchantability and fitness for a particular purpose, all of which are expressly disclaimed. The Mortgagee makes no representations or warranties with respect to the accuracy of any statements as to the boundaries, acreage, frontage or other matters contained in the description of the Premises contained in the Mortgage Deed or in any advertisement.

Risk of Loss. From and after the conclusion of the auction, all risk of loss or damage to the Mortgaged Premises shall pass to, and be borne by, the successful bidder.

Right to Amend. The Mortgagee reserves the right to (i) cancel or continue the foreclosure sale to such later date as the Mortgagee may deem desirable; (ii) bid upon and purchase the Mortgaged Premises at foreclosure sale; (iii) reject any and all bids for the Mortgaged Premises at the foreclosure sale; (iv) waive reading of this notice or any portion at the foreclosure sale; (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.

Further Information. For further information with respect to the Mortgaged Premises to be sold, and for a copy of the aforementioned purchase and sale agreement, prospective bidders should contact James St. Jean Auctioneers, 45 Exeter Road, Epping, New Hampshire 03042. Tel. 603-734-4348 or www.jsjauctions.com.

Dated this 9 day of October, 2020.

PROFILE BANK,
By Its Attorneys,
WENSLEY & JONES, P.L.L.C

By:



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