

## **TERMS OF SALE**

**[ 12 Paris Terrace, City of Manchester, County of Hillsborough, NH 03102 ]**

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 GRANITE STATE VENTURES, LLC, a New Hampshire limited liability company (the "Mortgagee") dated June 27, 2019, and recorded at the Hillsborough County Registry of Deeds in Book 9182, Page 2291 on June 28, 2019.

FIRST: Anyone wishing to bid must first deposit with auctioneer/attorney conducting sale \$5,000.00 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 (\$5,000.00) 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 5th<sup>th</sup> day of March, 2021, 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: 3/5/2021