

**MEMORANDUM OF SALE
BY FORECLOSURE**

This letter constitutes the agreement between:

Federal National Mortgage Association (hereinafter "Mortgagee"), as foreclosing mortgagee, and _____ (hereinafter "Buyer"), as purchaser at foreclosure sale, for Mortgagee to sell, and Buyer to buy, by foreclosure deed, the property at:

181 March Road, Sanbornton, NH 03269

more particularly described in Mortgagee's Notice of Sale of Real Property, dated **November 17, 2022** attached hereto and incorporated herein by reference subject to all unpaid real estate taxes, water and sewer assessments or liens, any other municipal assessments or liens, other charges related to such property, tenants in possession, other liens which may be entitled to precedence over the Mortgagee's mortgage, unpaid condominium fees where applicable, and any other conditions or circumstances that an inspection of such property or the title thereto would disclose.

The auctioneer may require the successful bidder, or nominee, other than the Mortgagee, (hereinafter the "Buyer"), to deposit the required deposit with the auctioneer, which deposit shall be retained by the Mortgagee if the Buyer shall refuse to sign this Memorandum of Sale By Foreclosure (the "Memorandum") or, if after signing, the Buyer does not perform his or her obligations hereunder. If the deposit is so retained, it shall become the property of the foreclosing Mortgagee under this agreement, and shall not be applied on the mortgage debt.

The sale shall not be deemed completed until the Buyer has made his or her deposit and has signed this Memorandum. The balance of the purchase price shall be paid at Brock and Scott, PLLC, 1080 Main Street, Suite 200, Pawtucket, RI 02860, by certified or Mortgagee check on or before 5:00 p.m. on the thirtieth day following the sale, provided that such day is one in which the Registry of Deeds is open for business, and if not, then on the next day on which said Registry is open for business. **TIME IS OF THE ESSENCE FOR THIS AGREEMENT AS TO BUYER'S OBLIGATION.** If Mortgagee is unable to convey by the Closing date, Mortgagee, at its option, may automatically extend the Closing Date for up to two (2) consecutive periods of fifteen (15) business days each, by providing written notice to the purchaser.

In the event the Mortgagee for any reason cannot convey title to the Property as stipulated, the deposit, and if applicable, the balance of the purchase price, shall be refunded and all rights hereunder shall cease, and the Buyer shall have no recourse against the Mortgagee, or its employees, agents and representatives, whether at law or in equity; provided, however, that Buyer shall have the election to accept such title as the Mortgagee can deliver to the Property in its then condition and to pay therefore the purchase price without deduction, in which event the Mortgagee shall convey such title. In the event of such election by Buyer, the Mortgagee shall have no duty or obligation to remove any cloud or defect in title.

The Mortgagee reserves the right to cancel this Memorandum in the event that (a) it is stayed from consummating the sale by virtue of the automatic stay provisions of the Bankruptcy Code or such other Bankruptcy court order; (b) a court approves a memorandum of lis pendens

against the Property; (c) the Mortgagee is enjoined from conveying the Property to Buyer for any reason; or (d) as a result of claims asserted by third parties against the Mortgagee or against the Property the Mortgagee determines that it is not in the best interest of the Mortgagee and/or the mortgagor(s) to convey the Property to Buyer. In the event of such cancellation by the Mortgagee, the deposit, and, if applicable, the balance of the purchase price, shall be refunded and all rights hereunder shall cease, and the Buyer shall have no recourse against the Mortgagee, its employees, agents, attorneys or representatives, whether at law or in equity.

The Buyer shall pay the cost of all documentary recording stamps.

No personal property of any nature is included in this contract of sale, except such as are mentioned in writing herein.

The premises shall be conveyed subject to any leases affecting said premises. If, as of this date, there is any tenant or occupant in residence, the Buyer, if he or she wishes to evict such tenant or occupant, must do so at his or her own expense.

The Mortgagee assumes no risk as regards lead paint.

The sale will not be invalidated by errors or mis-description of the size of the parcel or land sold, or the improvements which may be thereon and the Buyer agrees to waive any claim or right he or she might otherwise have by reason of any such error or mis-description, and agrees that if the property sold can be identified by the description as given or any part thereof, he or she will accept same at the full price bid in complete satisfaction and fulfillment on the part of the Mortgagee and auctioneer of each and all of their obligations of this contract.

The Buyer acknowledges that from and after this date he or she shall have the sole risk of loss, and the Mortgagee shall have no responsibility for maintaining insurance on the premises. In the event that the premises are damaged by fire or other casualty from or after this date, the Buyer shall remain obligated to consummate the sale without any reduction in the purchase price, and upon consummation of such sale, the Mortgagee shall pay over assign to the Buyer any amounts recovered or recoverable if and to the extent any such damage by fire or other casualty was insured against, less any amounts reasonably expended by the Mortgagee in order to obtain such recovery.

If the Buyer, including the mortgagee, shall refuse to execute the Memorandum or shall fail to so perform thereunder, the Mortgagee reserves the right to offer the premises to the second highest bidder for the second highest bid pursuant to this Memorandum. In the event that said second highest bidder shall refuse to execute the Memorandum or shall fail to so perform thereunder, then the Mortgagee shall have the option to purchase the premises for the amount of the second highest bid.

The Mortgagee shall have the option, in its sole discretion, and as an alternative to the remedy set forth above, to resell the Property under the statutory power of sale, at auction without notice to or approval from Buyer or any other bidders. The Mortgagee is under no obligation to offer the Property to any subsequent bidder in the event of a default by Buyer, before conducting a resale of the Property.

The sale of the Property, either under the statutory power of sale, or to an unsuccessful bidder as set forth herein, shall not release the defaulting Buyer from liability for breach of contract, and in the case of default by the Buyer, the deposit paid by the Buyer shall become the property of the Mortgagee. Retention of said deposit shall not constitute a waiver of the Mortgagee's rights to pursue all other available remedies, including but not limited to specific performance, and nothing in this provision or contained in this Memorandum shall be deemed to constitute such a waiver.

The Buyer acknowledges that no representations or warranties of any kind whatsoever, other than those set forth herein, have been made by or on behalf of the Mortgagee and that the premises are conveyed in "as is" condition.

I, the Buyer at this Public Auction Sale, do hereby acknowledge that I have read the foregoing Mortgagee's Notice of Sale of Real Estate and Memorandum and agree to the terms and conditions as set forth herein. I further acknowledge that I have received a copy of said documents.

At the sale held under the above notice terms, the premises have been sold to the undersigned buyer for _____ Dollars (\$_____) of which buyer has/has not made the deposit in the amount of Five Thousand Dollars (\$5,000.00), and hereby agrees to pay the balance of the consideration, as above provided.

Please be advised that unless you provide to us, in writing, the grantee's name and address that is to appear on the foreclosure deed within three (3) business days of the foreclosure sale date, the deed will be prepared in the name of the person who executed the Memorandum of Sale by Foreclosure. No revisions to the foreclosure deed will be made after that time.

Executed under seal this _____ day of _____, 2023.

Mortgagee:
Federal National Mortgage Association

By: _____

Witness

Witness

Buyer or Nominee:

Witness

Name

Witness

Address, City, State and Zip

Telephone

Email Address

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 Stephen Bay Benoit (the "Mortgagor") to Salem Five Mortgage Company, LLC, and now held by **Federal National Mortgage Association** (the "Mortgagee"), said mortgage dated July 28, 2010, and recorded in the Belknap Registry of Deeds in Book 2653, Page 582, (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
January 13, 2023 at 11:00 AM

Said sale to be held on the mortgaged premises hereinafter described and having a present address of 181 March Road, Sanbornton, Belknap County, NH 03269.

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 FORECLOSURE SALE.

The name and address of the mortgagee's agent for service of process is CT Corporation System, 9 Capitol St, Concord, NH 03301. 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. You can contact the New Hampshire Banking Department by e-mail at nhbd@banking.nh.gov.

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".

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. 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.

Dated at Pawtucket, Rhode Island, on November 17, 2022.

Federal National Mortgage Association
By its Attorney,
Jeffrey J. Hardiman
Brock & Scott, PLLC
1080 Main Street, Suite 200
Pawtucket, RI 02860