

MEMORANDUM OF FORECLOSURE SALE

MEMORANDUM AGREEMENT (this "Agreement") entered into this _____ day of **April 2024**, by and between _____, and with a tax I.D./social security number of _____ ("Buyer") and Primary Bank ("Seller").

WHEREAS, pursuant to the Notice of Foreclosure Sale mailed to all necessary parties on or about **March 21, 2024** (the "Notice"), a copy of which is attached hereto as **Exhibit A**, and read aloud at the time set forth therein, the terms of said Notice being incorporated herein by this reference, Seller, on **April 18, 2024** auctioned an interest in certain real property and improvements thereon located at 11 Lamprey Lane, Concord, County of Merrimack, New Hampshire (the "Premises"), pursuant to a power of sale mortgage given by Earney A. Mayo and Michelle Mayo (the "Mortgagor") to Primary Bank dated February 16, 2018, and recorded at the Merrimack County Registry of Deeds at Book 3586, Page 240 (The "Premises");

WHEREAS, Buyer made a non-refundable deposit in the amount of **Twenty Thousand Dollars (\$20,000.00)** (the "Initial Deposit") for the Premises as required by the terms of the Notice and submitted a bid in the amount of _____ Dollars (\$ _____) for the Premises at the foreclosure sale, which bid was the highest bid therefor (the "Purchase Price") and was so accepted by Seller.

NOW, THEREFORE, in consideration of Seller's acceptance of Buyer's bid and of Buyer's payment of the Deposit to Seller, the parties hereto agree as follows:

1. Seller shall convey the Premises to Buyer by duly executed Foreclosure Deed on or before **May 18, 2024**, at the offices of Kalil & LaCount at 681 Wallis Road in Rye, NH 03870.
2. Within ten (10) days of the date hereof, Buyer shall pay to Seller an amount (the "Additional Deposit") that increases the non-refundable Deposit to ten percent (10%) of the total Purchase Price. The Initial Deposit and the Additional Deposit shall hereinafter be collectively referred to as the "Deposit".
3. At Closing, simultaneously with the delivery of the Foreclosure Deed, Buyer shall pay Seller the balance of the Purchase Price in cash or certified funds in exchange for the Foreclosure Deed. In addition, Buyer shall execute such other documentation as is reasonably requested by Seller, including without limitation a Receipt, Acknowledgment of Delivery of Deed and Affidavit, and Release and Declaration of Consideration. The Acknowledgment shall acknowledge complete performance by Seller of its obligations hereunder. There shall be no proration of rents, fuel, real estate taxes or any other matter. The Buyer shall pay both its and the Seller's share of any and all transfer taxes (including those imposed on both Buyer and Seller) and all recording fees. The Seller shall retain the right to collect all rent which is past-due (whether or not any grace period may have expired) as of the date of closing, and the Buyer shall, upon request, execute such confirmatory assignments or powers of attorney as may be requested by the Seller in connection with the collection of any rents past due as of closing.

4. Buyer acknowledges that Seller makes no warranties whatsoever regarding title to or condition or possession of the Premises. **THE BUYER ACCEPTS THE PREMISES IN AN AS-IS CONDITION WITH NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND.**
5. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT AS OF THE DATE OF THIS MEMORANDUM BUYER IS RESPONSIBLE FOR PROVIDING ANY INSURANCE ON THE PREMISES AND ANY PERSONAL PROPERTY PURCHASED AND THAT BUYER IS SOLELY RESPONSIBLE FOR ANY DAMAGE OR INJURY OCCURRING ON THE PREMISES. BUYER ALSO AGREES THAT SHOULD ANY DAMAGE OCCUR ON THE PREMISES, INCLUDING THE DESTRUCTION OF ANY BUILDINGS THEREON OR THE LOSS OF ANY TENANTS, BUYER SHALL NOT BE RELIEVED OF BUYER'S OBLIGATIONS UNDER THIS MEMORANDUM.
6. Buyer acknowledges that Seller conveys the Premises subject to all liens and encumbrances entitled to precedence over the Mortgage, including but not limited to all unpaid taxes and all liens for hazardous waste cleanup asserted by the United States of America, the State of New Hampshire, or any other political subdivision thereof.
7. If Buyer defaults under this agreement, Seller shall, at its option, keep the Deposit as reasonable liquidated damages. TIME IS OF THE ESSENCE WITH RESPECT TO BUYER'S PERFORMANCE UNDER THIS AGREEMENT.
8. In the event of any default by the Seller, Buyer's remedies shall be strictly limited to the return of its deposit. **Buyer waives all claims arising out of any breach of this agreement by Seller for damages relating to or computed by reference to lost profits, consequential damages, and every other form of damage excepting only the return of its deposit.** The provisions of this paragraph are a material inducement to the Seller entering into this agreement.
9. In the event of Buyer's default hereunder, the Seller may, at its option, either: (a) retain the Deposit as complete liquidated damages; or (b) pursue its remedies at law or in equity. In the event of any such breach by Buyer, then, in addition to all of its other rights and remedies, Seller shall be entitled to recover all of its costs and expenses arising from such default, including its actual attorney's fees.
10. In the event of a default by Buyer, Seller may, at its option, and in lieu of all other remedies hereunder:
 - A. retain the deposit;
 - B. receive an assignment of the Buyer's rights hereunder and under Buyer's bid; and
 - C. acquire the premises as Buyer for a price equal to the purchase price, against which price said Deposit shall be credited.
11. Buyer hereby irrevocably appoints Seller as its attorney-in-fact for the purpose of executing any assignment of Buyer's rights under this Agreement.

12. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Any assignment of rights under this Agreement by Buyer must be consented to by Seller, which consent shall not be unreasonably withheld, and must be in writing in form and content satisfactory to Seller.
13. Pursuant to New Hampshire R.S.A. 477:4-a, Seller hereby notifies and Buyer hereby acknowledges receipt of notification of the following:
 - A. **Radon Gas:** Radon gas, the product of the 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. **Septic and Water:** Buyer acknowledges receipt of the Water Supply and Sewage Disposal Disclosure required by RSA 477:4-c and attached hereto as **Exhibit B**, and agrees that Seller has complied with said RSA 477:4-c.
 - D. **Public Utility Tariff:** Buyer acknowledges receipt of the Public Utility Tariff Disclosure required by RSA 477:4-h and attached hereto as **Exhibit C**, and agrees that Seller has complied with RSA 477:4-h.
14. Pursuant to New Hampshire R.S.A. 477:4-g, Seller hereby notifies Buyer that to its knowledge, it is unaware if methamphetamine production has occurred on the property.
15. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument.

WITNESS our hands as of the date first above written.

WITNESS

PRIMARY BANK (SELLER)

Printed Name

By: _____

Name: _____

Title: _____

Duly Authorized

WITNESS

BUYER: _____

Print Name:

Address: _____

Printed Name

Tel. No.: _____

WATER SUPPLY AND SEWAGE DISPOSAL AND INSULATION
DISCLOSURE PURSUANT TO R.S.A. 477:4-c

SELLER: Primary Bank

BUYER:

PROPERTY: 11 Lamprey Lane, Concord, New Hampshire 03301

I. Seller discloses the following information to Buyer regarding the water supply at the Property:

- A) Type of private water supply system: Unknown to Seller.
- B) Location: See above.
- C) Malfunctions: See above.
- D) Date of installation: See above.
- E) Date of most recent water test: See above.
- F) Unsatisfactory water test or water test with notations: See above.

II. Seller discloses the following information to Buyer regarding the sewage disposal system at the Property:

- A) Size of tank: Unknown to Seller.
- B) Type of sewage disposal system: See above.
- C) Location: See above.
- D) Malfunctions: See above.
- E) Age of system: See above.
- F) Date of most recent service: See above.
- G) Name of contractor who services the system: See above.

III. Seller discloses the following information to Buyer regarding the insulation in the Property: Seller is not aware of what kind of insulation exists for the property.

WITNESS

PRIMARY BANK (SELLER)

Printed Name

By: _____

Name: _____

Title: _____

Duly Authorized

WITNESS

BUYER: _____

Print Name:

Address: _____

Printed Name

Tel. No.: _____

Buyer acknowledges receipt of this disclosure.

BUYER:

Witness

Witness

PUBLIC UTILITY TARIFF DISCLOSURE PURSUANT TO R.S.A. 477:4-h

SELLER: Primary Bank

BUYER:

PROPERTY: 11 Lamprey Lane, Concord, New Hampshire 03301

- I. Seller discloses the following information to Buyer regarding any metered public utility services at the Premises that Buyer may be responsible for paying as a condition of such utility service:
- A) Utility Service is provided under a tariff with unamortized or ongoing charges for energy efficiency or renewable energy improvements pursuant to RSA 371:61: Unknown to Seller.
 - B) Remaining Term: See above.
 - C) Amount of Charges: See above.
 - D) Estimates or Documentation of gross or net energy or fuel savings: See above.

WITNESS

PRIMARY BANK (SELLER)

Printed Name

By: _____

Name: _____

Title: _____

Duly Authorized

WITNESS

BUYER: _____

Print Name:

Address: _____

Printed Name

Tel. No.: _____

Buyer acknowledges receipt of this disclosure.

BUYER:

Witness

Witness

WATER SUPPLY AND SEWAGE DISPOSAL AND INSULATION

DISCLOSURE PURSUANT TO R.S.A. 477:4-c

SELLER: Primary Bank

BUYER:

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PRIMARY BANK (SELLER)

Printed Name

By: _____
Name: _____
Title: _____
Duly Authorized

WITNESS

Printed Name

BUYER: _____

Print Name:

Address: _____

Tel. No.: _____

Buyer acknowledges receipt of this disclosure.

BUYER:

Witness

Witness

PUBLIC UTILITY TARIFF DISCLOSURE PURSUANT TO R.S.A. 477:4-h

SELLER: Primary Bank

BUYER:

PROPERTY: 11 Lamprey Lane, Concord, New Hampshire 03301

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WITNESS

PRIMARY BANK (SELLER)

Printed Name

By: _____

Name: _____

Title: _____

Duly Authorized

WITNESS

BUYER: _____

Print Name:

Address: _____

Printed Name

Tel. No.: _____

Buyer acknowledges receipt of this disclosure.

BUYER:

Witness

Witness
