

LEGAL NOTICE

NOTICE OF FORECLOSURE SALE

By virtue of the **STATUTORY POWER OF SALE** contained in that certain mortgage and security agreement, given by Endicott Estates, LLC (the “Mortgagor”), to **Jennings Excavation, Inc.** (the “Mortgagee”), dated November 24, 2014, and recorded in the Belknap County Registry of Deeds at Book 2943, Page 0510 (the “Mortgage”), with respect to the real and personal property described in the Mortgage, situated on N.H. Route 11-B, Laconia, Belknap County, New Hampshire (hereinafter collectively the “Premises”), which Premises is presently owned by **Phoenix Capital, LLC** (“Current Owner”), pursuant to that certain Foreclosure Sale Under Power of Sale, dated December 21, 2015, and recorded in the Belknap County Registry of Deeds at Book 3010, Page 0768 (the “Current Owner Deed”), arising from the foreclosure of a mortgage subordinate to the Mortgage, pursuant to Subordination Agreement, dated November 24, 2014, and recorded in the Belknap County Registry of Deeds at Book 2943, Page 0517, pursuant to and in execution of said power of sale, for breach of the conditions of the Mortgage to satisfy the amounts due thereon, together with all costs, expenses, and attorneys’ fees incurred by the Mortgagee, in connection with the sale, and expressly for the purposes of foreclosing all rights of the Mortgagor and the Current Owner, with respect to the Premises, the Mortgagee will sell at:

PUBLIC AUCTION

on **Thursday, January 28, 2021, at 2:00 P.M., local time**, all of the Mortgagee’s and Current Owner’s right, title, and interest in and to the Premises. The auction shall be held at the Premises, which is known as Endicott Estates, and described in the City of Laconia Assessor’s records as “Endicott St E”, Mblu 164/72/1/_.

For the Mortgagor’s title, see deed recorded in the Belknap County Registry of Deeds at Book 2468, Page 0116. For Current Owner’s title, see the Current Owner’s deed referenced above.

This foreclosure sale will be made for the purpose of foreclosure of all rights of redemption of the Mortgagor, therein possessed by Mortgagor, and any and all persons, firms, corporations, or agencies claiming by, from, or under him, her, it or them, including, without limitation, the Current Owner.

NOTICE

TO THE MORTGAGOR AND ALL INTERESTED PARTIES: YOU ARE HEREBY NOTIFIED THAT YOU HAVE THE RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE PREMISES ARE SITUATED, WITH SERVICE UPON THE MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORECLOSURE SALE.

Liens and Encumbrances: The Premises will be sold, subject to all unpaid real estate taxes and other municipal assessments and liens therefor, whether or not of record, and all other liens, easements, rights, and encumbrances, of any and every nature, which are or may be entitled to precedence over the Mortgage.

No Warranties: The Premises will be sold by the Mortgagee and accepted by the successful bidder "AS IS," "WHERE IS," and with all faults. Except for warranties arising by operation of law, the conveyance of the Premises will be made by the Mortgagee and accepted by the successful bidder, without any other express or implied warranties whatsoever, including, without limitation, any representations or warranties with respect to title, possession, permits, approvals, recitation of acreage, hazardous materials, and physical condition. All risk or damage to the Premises shall be assumed and borne by the successful bidder immediately after the close of the bidding.

Terms of Sale: To qualify to bid, bidders must register to bid and present to the Mortgagee or its agent, the sum of Five Thousand Dollars (\$5,000.00), in cash, or by certified check, or other form of payment acceptable to the Mortgagee or its agent, prior to the commencement of the public auction. The balance of the purchase price shall be paid in full, in cash, or by certified check, upon tender of the Mortgagee's Foreclosure Deed, within thirty (30) days after the sale, time being of the essence. The successful bidder shall execute a Memorandum of Foreclosure Sale immediately after the close of the bidding. If the successful bidder fails to complete the purchase of the Premises, the Mortgagee may, at its option, retain the deposit as liquidated damages. Deposits of unsuccessful bidders shall be returned at the conclusion of the public auction. Other terms may be announced at sale.

Reservations of Rights: The Mortgagee reserves the right to (i) cancel or continue the public auction to such subsequent date or dates, as the Mortgagee may deem necessary or desirable; (ii) waive the reading of this notice or any portion thereof at the same, provided that

copies of said notice are made available to bidders at the sale; (iii) bid upon and purchase the Premises at the public auction, without producing any deposit; (iv) reject any and all bids for the Premises, in Mortgagee's sole discretion; (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; and/or (vi) convey the Premises to the next highest bidder, should any successful bidder default.

FOR INFORMATION ON GETTING HELP WITH HOUSING AND FORECLOSURE ISSUES, **PLEASE CALL THE FORECLOSURE INFORMATION HOTLINE AT 1-800-437-5991.** THE HOTLINE IS A SERVICE OF THE NEW HAMPSHIRE BANKING DEPARTMENT. THERE IS NO CHARGE FOR THIS CALL. FURTHER CONTACT INFORMATION FOR THE NEW HAMPSHIRE BANKING DEPARTMENT IS AS FOLLOWS:

New Hampshire Banking Department
53 Regional Drive, Suite 200
Concord, NH 03301
Tel No.: (603) 271-3561
Foreclosure Hotline: (800) 437-5991
Fax No.: (603) 271-1090
Email: nhbd@banking.nh.gov
Web Site: <https://www.nh.gov/banking/>

The Mortgagee's principal place of business and mailing address is 14 Clinton Drive, Hollis, New Hampshire 03049. The Mortgagee's agent for service of process, with respect to this foreclosure sale, is Timothy E. Britain, Esquire, Two Capital Plaza, P.O. Box 1137, Concord NH, 03302-1137, (603) 224-7761.

Further information concerning this sale may be obtained from the auctioneers, James R. St. Jean Auctioneers, Inc., 45 Exeter Road, P.O. Box 400, Epping, New Hampshire 03042, whose telephone number is (603) 734-4348.

Dated this 30th day of November, 2020.

JENNINGS EXCAVATION, INC.

By Its Attorneys,

CLEVELAND, WATERS AND BASS, P.A.

By:  _____

Timothy E. Britain, Esquire
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P.O. Box 1137
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(603) 224-7761
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