

**MEMORANDUM OF SHERIFF'S SALE**

By virtue of a sheriff's sale held on May 11, 2021, \_\_\_\_\_ of \_\_\_\_\_ ("Buyer") agrees to acquire the following described premises on the terms and conditions set forth as follows:

**1. Premises:**

26 Brimmer Lane, Hampton Falls, Rockingham County, New Hampshire.

**2. Bid Price:**

The bid price is \_\_\_\_\_ Dollars (\$\_\_\_\_\_), which shall be paid as follows: Five Thousand Dollars (\$5,000.00) in cash, certified or bank treasurer's check on the signing of this Memorandum (the "Deposit"); the \_\_\_\_\_ balance of \_\_\_\_\_ Dollars (\$\_\_\_\_\_ ) in cash, certified or bank treasurer's check at the closing.

**3. Taxes and Other Encumbrances:**

The Premises are sold subject to the real estate taxes assessed or assessable on the premises, subject to all rights of possession, subject to all rights of homestead and subject to all prior mortgages, liens and other enforceable encumbrances of record and to any rights of redemption which the Internal Revenue Service or any other governmental agency may possess.

**4. Deed and Closing:**

- a. The deed shall be a Sheriff's Deed.
- b. The deed shall be delivered and the balance of the Bid Price shall be paid on or before June 1, 2021 at 10:00 a.m., time being of the essence.

**5. Revenue Stamps and Closing Costs:**

Buyer shall pay for the revenue stamps assessed against both Buyer and Seller by New Hampshire law. Buyer shall be responsible for all recording costs assessed by the Rockingham County Registry of Deeds.

**6. Default:**

If Buyer defaults, the Deposit shall be retained as liquidated damages and applied to the judgment being satisfied by the sheriff's sale.

In addition, upon default by Buyer, the Sheriff may accept the next highest bid or bids and complete the sale to the next high bidder.



**7. Inspection:**

Buyer acknowledges that it is fully satisfied with the physical condition of the premises; and the Buyer covenants and agrees that it will accept the premises in their current condition. The Seller disclaims all warranties of fitness for a particular purpose or of merchantability or habitability, either expressed or implied. The Buyer agrees to take the within described property AS IS. The Buyer agrees and acknowledges that it is their responsibility and obligation to secure the premises as of the date of this Memorandum. The Buyer shall be responsible for maintaining insurance coverage on the premises.

**8. Governing Law:**

This Memorandum is made in and shall be interpreted and enforced under the laws of the State of New Hampshire.

**9. Integration:**

All representations, statements and agreements heretofore made are merged in this Memorandum which is the full expression of the parties' obligations and neither party in entering this Memorandum has relied upon any statement or representation not set forth herein.

**10. Time:**

Time is of the essence as to each and every aspect of this Memorandum of Sheriff's Sale.

Dated May 11, 2021

Buyer:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name:  
SS or Fed. ID: \_\_\_\_\_  
Telephone #: \_\_\_\_\_  
Email: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name:  
SS or Fed. ID: \_\_\_\_\_  
Telephone #: \_\_\_\_\_  
Email: \_\_\_\_\_

