

**NOTICE OF MORTGAGEE'S SALE  
(Multiple Properties)**

Pursuant to mortgages granted by Ruben Ramirez and Jessica Ramirez (together, “**Mortgagors**”), BAR HARBOR BANK & TRUST, as successor by merger to Lake Sunapee Bank, FSB, and holder of the following mortgages, (“**Lender**”), will conduct at public auction, for condition broken, foreclosure auctions and sales of the land and improvements (each a “**Property**,” and together, the “**Properties**”) covered by the following mortgages (collectively, the “**Mortgages**”), on the date and at the times set forth below:

- (i) Mortgage dated March 23, 2012 and recorded at SCR D Book 1834, Page 0890, as supplemented by Assignment of Rents recorded at SCR D at Book 1834, Page 0904, and Mortgage dated April 13, 2016 and recorded at SCR D Book 1972, Page 0625, as supplemented by Assignment of Rents recorded at SCR D Book 1972, Page 0639 with respect to land and buildings located at 10 Royce Street, Claremont, NH and believed to be designated as Claremont Assessor’s Tax Map 107 Lot 199 (the “**Royce Street Property**”);
- (ii) Mortgage dated January 13, 2016 and recorded at SCR D at Book 1965, Page 0047, as supplemented by Assignment of Rents recorded at SCR D Book 1965, Page 0061 with respect to land and buildings located at 162 Washington Street, Claremont, NH and believed to be designated as Claremont Assessor’s Tax Map 120 Lot 237 (the “**Washington Street Property**”);
- (iii) Mortgage dated March 2, 2016 and recorded at Sullivan County Registry of Deeds (“SCR D”) Book 1968, Page 0998, as supplemented by Assignment of Rents recorded at SCR D Book 1968, Page 1011 with respect to land and buildings located at 5 42nd Street, Claremont, NH and believed to be designated as Claremont Assessor’s Tax Map 129 Lot 159 (the “**42nd Street Property**”);
- (iv) Mortgage dated March 11, 2019 and recorded at SCR D at Book 2067, Page 457, as supplemented by Assignment of Rents recorded at SCR D Book 2067, Page 457 with respect to land and buildings located at 145 Elm Street, Claremont, NH and believed to be designated as Claremont Assessor’s Tax Map 95 Lot 101 (the “**Elm Street Property**”).
- (v) Mortgage dated March 11, 2019 and recorded at SCR D at Book 2067, Page 443, as supplemented by Assignment of Rents recorded at SCR D Book 2067, Page 443 with respect to land and buildings located at 78 Hanover Street, Claremont, NH and believed to be designated as Claremont Assessor’s Tax Map 108 Lot 33 (the “**Hanover Street Property**”);
- (vi) Mortgage dated March 11, 2019 and recorded at SCR D at Book 2067, Page 450, as supplemented by Assignment of Rents recorded at SCR D Book 2067, Page 450 with respect to land and buildings located at 38 Front Street, Claremont, NH

and believed to be designated as Claremont Assessor's Tax Map 107 Lot 212 (the "**Front Street Property**");

- (vii) Mortgage dated January 13, 2016 and recorded at SCR D Book 1965, Page 0071, as supplemented by Assignment of Rents recorded at SCR D Book 1965, Page 0084 with respect to land and buildings located at 10 Spofford Street, Claremont, NH and believed to be designated as City of Claremont Assessor's Tax Map 120 Lot 200 (the "**Spofford Street Property**");
- (viii) Mortgage dated August 1, 2016 and recorded with the Grafton County Registry of Deeds ("GCRD") Book 4224, Page 0654, as supplemented by Assignment of Rents recorded at GCRD Book 4224, Page 0667, with respect to land and buildings located at 1365 NH Rt. 4A, Enfield, NH and believed to be designated as Enfield Assessor's Tax Map 9 Lot 22 (the "**Enfield Property**");

### **Sale Date and Times**

Each of the Mortgages will be foreclosed, pursuant to statutory power of sale, at public auction (each such auction, a "**Sale**") on Wednesday, **October 13, 2021**, at each such Property at the following times:

- (i) **Royce Street Property: 9:00 a.m.**
- (ii) **Washington Street Property: 10:00 a.m.**
- (iii) **42nd Street Property: 10:45 a.m.**
- (iv) **Elm Street Property: 11:30 a.m.**
- (v) **Hanover Street Property: 12:30 p.m.**
- (vi) **Front Street Property: 1:30 p.m.**
- (vii) **Spofford Street Property: 2:30 p.m.**
- (viii) **Enfield Property: 4:30 p.m.**

The Mortgages are available for inspection either on-line or in hard copy at the registry in which each of the Mortgages is recorded, as indicated above. Reference is made to the Mortgages and any plans referenced therein for a legal description of each Property and for a statement of easements, covenants, restrictions, rights and other matters, if any, affecting the Properties.

The Sale will be conducted to foreclose all rights of redemption of Mortgagors and any and all persons, firms, corporations, entities, or agencies claiming by, from, or under Mortgagors.

### **Terms of Sale**

The Properties will be sold subject to any and all unpaid taxes and other municipal assessments and liens therefor, and all other liens, easements, rights and encumbrances of any and every nature which are or may be entitled to precedence over any of the Mortgages.

In order to qualify to bid at the Sale, prospective purchasers must deliver to Lender or its agent prior to the Sale of the Washington Street Property a **\$10,000** deposit, and for each other Property a **\$5,000** deposit (“**Deposit**”), except for the Washington Street Property that requires a **\$10,000** deposit by certified check, cashier’s or treasurer’s check or bank draft or other form of payment acceptable to Lender in its sole discretion. The prevailing auction bidder shall be required to sign a Memorandum Agreement of Sale (“**Memorandum**”) prior to the conclusion of the Sale. Lender shall have the right to retain the Deposit in the event that the successful bidder fails or refuses to execute the Memorandum or to timely complete the purchase of the subject Property on the terms set forth in the Memorandum. Lender expressly reserves, in addition to its right to retain the Deposit, all rights at law and equity to enforce or recover damages with respect to any breach of the bid contract or Memorandum. Unless otherwise provided in the Memorandum, all additional terms and conditions announced at a Sale by Lender or its agents shall be deemed incorporated in the Memorandum. The successful bidder for each Property shall bear all risk of loss or damage to the auctioned Property as of and after the execution of the Memorandum.

Conveyance of each Property shall be by foreclosure deed, to be delivered to the successful bidder upon Lender’s timely receipt of the balance of the purchase price and the successful bidder’s satisfaction of the terms and conditions of the Memorandum. **The closing must take place within thirty (30) days after the Sale, time being of the essence.** Purchaser shall be responsible for and shall pay at closing 100% of all transfer taxes and recording fees due in connection with the foreclosure deed. There shall be no proration of real estate taxes or of any other liabilities.

### **No Warranties**

THE PROPERTIES WILL BE OFFERED AND SOLD “**AS IS AND WHERE IS,**” WITHOUT WARRANTY AS TO ENVIRONMENTAL CONDITION, WITHOUT WARRANTIES RELATING TO TITLE, POSSESSION, CONSTRUCTION OR FITNESS FOR HABITATION, COMPLIANCE WITH STATE OR LOCAL CODES, PERMITS, OR LICENSURE, AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION THE SO-CALLED IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, and FITNESS FOR A PARTICULAR PURPOSE. Lender makes no representations or warranties with respect to (a) the accuracy of any statement as to the boundaries, acreage, frontage or other matters in the description of any Property, (b) the legal status or condition of any building or improvements on the Properties, or (c) the Properties’ compliance with zoning or any other federal, state, or local law or regulation.

### **Reserved Rights**

Lender, in its sole discretion, may amend or alter the terms of the auction at each Sale or any postponement thereof, orally or by written notice at or prior thereto, with such amended or altered terms to be binding upon all bidders, and may postpone, continue, suspend, or cancel any or all of the Sales by announcement or posting at the subject Property. Lender may bid on, make successive bids on, and purchase any the Properties at the Sales, and may reject, disqualify, or

accept bids at its sole discretion. In the event that a successful bidder fails to execute the Memorandum or to timely complete the purchase of a Property on the terms set forth in the Memorandum, and without waiving or in any way limiting Lender's right to retain the Deposit or pursue its other rights and remedies against a non-closing successful bidder, Lender shall have the right to (i) convey the Property to the next highest bidder at the Sale for the highest price bid thereby, with such purchase to be otherwise in accordance with the terms of the Memorandum, or (ii) at Lender's election, and without obligation, purchase the Property for itself at such next-highest bid price or the price bid by the bidder who failed to close.

**NOTICE TO THE MORTGAGORS AND ANY OTHER PERSON CLAIMING UNDER THE MORTGAGORS OR CLAIMING AN INTEREST IN OR A LIEN OR OTHER ENCUMBRANCE ON ANY OF THE PROPERTIES:** YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PROPERTY IS SITUATED, WITH SERVICE UPON THE LENDER, AND UPON SUCH BOND AS THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORECLOSURE SALE. Failure to institute such petition and complete such service upon the Lender or its agent conducting the Sales prior to the Sales shall thereafter bar any action or right of action based on the validity of the foreclosure.

**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.**

**For Service of Process, Lender's agent and address is Preti Flaherty Beliveau & Pachios, PLLP, 57 N. Main Street, P.O. Box 1318, Concord, NH 03302-1318.**

Prospective bidders should contact James St. Jean Auctioneers, 45 Exeter Road, PO Box 400, Epping, NH 03042 at (603) 734-4348 or [www.jsjauctions.com](http://www.jsjauctions.com) for further information.

Dated this 25<sup>th</sup> day of August, 2021.

BAR HARBOR BANK & TRUST  
successor by merger to  
LAKE SUNAPEE BANK, FSB  
By its Attorneys,  
PRETI FLAHERTY BELIVEAU & PACHIOS,  
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/s/ Daniel P. Luker

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