

NOTICE OF MORTGAGEE'S SALE

BY VIRTUE OF A POWER OF SALE contained in a certain Mortgage Deed from Alec B. Root, whose mailing address is 3 Bank Avenue, Claremont, NH 03743, (hereinafter referred to as "Mortgagor"), to Claremont Savings Bank, of 145 Broad Street, Claremont, NH 03743 (hereinafter referred to as "Mortgagee"), dated November 8, 2019, and recorded in the Sullivan County Registry of Deeds in Volume 2088, Page 619, the present holder of said Mortgage, pursuant to and in execution of said Mortgage Deed, and for the purpose of foreclosing the same, will sell at

PUBLIC AUCTION

On October 25, 2021, at 4:00 p.m., on the premises at 3 Bank Avenue, Claremont, New Hampshire. The premises being more particularly described in the mortgage. For mortgagor(s) title see the deed recorded in the Sullivan County Registry of Deeds in Book 2088, Page 606.

The Mortgage instrument may be examined by any interested person at the Law Office of Steve J. Bonnette, P.C., 20 Central Square, Suite 2A, Keene, New Hampshire, 03431, upon contacting the undersigned.

The breach of the condition is non-payment of the Mortgage obligation.

The premises shall be sold "AS IS WHERE IS".

Said premises shall be sold subject to all unpaid taxes, mortgages and any other liens which may be entitled to take precedence over said Mortgage and subject to any existing tenants, tenancies or persons in possession. The Purchaser will be responsible for paying all transfer taxes due by reason of this sale or the foreclosure deed given pursuant to this sale. **The Mortgagee is foreclosing on the second mortgage held by the Mortgagee. As part of the sale, the Mortgagee will release and discharge both of its mortgages.**

TERMS OF SALE: Five Thousand (\$5,000.00) dollars in cash or certified check, or funds satisfactory to the Mortgagee and Mortgagee's counsel, to be paid at time of sale and the balance to be paid on delivery of the deed on or before forty-five (45) days from the date of said sale. The successful bidder(s) will be required to execute a purchase and sale agreement immediately after the close of the bidding. Further terms may be announced at the time of sale.

The Mortgagee hereby expressly reserves the right to bid at the sale, to reject any and all bids made at said foreclosure sale, the right to amend or change the foregoing

terms of sale by announcement (written or oral) made before the foreclosure sale, or at the commencement thereof (any such changes or amendments to be binding upon any purchaser as constructive notice by virtue of this clause), and the right to continue the said foreclosure sale to such subsequent date and time as said Mortgagee may deem advisable.

The Mortgagor and all interested parties are hereby notified that:

NOTICES

(1) The Name and mailing address of the Mortgagee's Agent for service of process is:

Steve J. Bonnette, Esquire
Law Office of Steve J. Bonnette, P.C.
20 Central Square, Suite 2A
Keene, NH 03431

(2) Contact information for the New Hampshire Banking Department is:

Address: New Hampshire Banking Department
53 Regional Drive, Suite 200
Concord NH 03301
Email: nhbd@banking.nh.gov

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.

(3) YOU ARE HEREBY NOTIFIED, PURSUANT TO R.S.A. 479:25, THAT YOU HAVE THE 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.

Dated at Keene, New Hampshire, this 7th day of September, 2021.

Claremont Savings Bank
By its attorneys,
Law Office of Steve J. Bonnette, P.C.

By: 
Steve J. Bonnette
20 Central Square, Suite 2A
Keene, NH 03431
(603) 355-2900