

MORTGAGEE'S NOTICE OF FORECLOSURE SALE

By virtue of a Power of Sale contained in a certain mortgage given by **Dustys Transport, Inc.**, (the "Mortgagor") to Loki General Partnership, recorded December 15, 2000, at the Rockingham County Registry of Deeds at Book 3528, Page 1108 (the "Mortgage"), pursuant to and in execution of said power and for breach of conditions of said Mortgage and for the purposes of foreclosing the same will sell at:

PUBLIC AUCTION
on Tuesday, December 21, 2021 at 12:00 noon

Said sale being located on the mortgaged premises and having a present address of 3 Priscilla Lane, Auburn, Rockingham County, New Hampshire (also known as 7 Priscilla Lane). The premises are more particularly described in the Mortgage.

For Mortgagor's title, see Warranty Deed of David N. Nye dated October 6, 1995 recorded in Book 3122, Page 508 (Lot 36-24 being 2.1089 acres); Warranty Deed of Donald M. Grenier and Monica Y. Grenier dated July 19, 1996, recorded in Book 3167, Page 68 (Lot 16-17 being 3.3546 acres); and Quitclaim Deed of the Town of Auburn dated March 31, 1997, recorded in Book 3215, Page 1265 (Parcel "A" being .1056 acres).

NOTICE

PURSUANT TO NEW HAMPSHIRE RSA 479:25, YOU ARE HEREBY NOTIFIED THAT YOU HAVE A 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.

The Property will be sold subject to all unpaid real estate taxes and all other liens and encumbrances which may be entitled to precedence over the Mortgage. Notwithstanding any title information contained in this notice, the Mortgagee expressly disclaims any representation as to the state of the title to the Property involved as of the date of the notice of the date of the sale. The property to be sold at the sale is "AS IS WHERE IS"

TERMS OF SALE

A deposit of Five Thousand (\$5,000.00) Dollars in the form of a certified check or a bank treasurer's check or other check satisfactory to Mortgagee's attorney will be required to be delivered at or before the time a bid is offered. The successful bidder(s) will be required to execute a purchase and sale agreement, immediately after the close of the bidding. The balance of the purchase price shall be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee's attorney. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

You are hereby notified that you have a 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 Manchester, New Hampshire on November 17, 2021.

LOKI GENERAL PARTNERSHIP

By its Attorneys,

WADLEIGH, STARR & PETERS, PLLC

A handwritten signature in black ink that reads "Craig S. Donais". The signature is written in a cursive, flowing style.

BY:

Craig S. Donais, Esq.
95 Market Street
Manchester, NH 03101
(603) 669-4140