

## LEGAL NOTICE

### NOTICE OF FORECLOSURE SALE

By virtue of the **STATUTORY POWER OF SALE** contained in that certain Mortgage, Security Agreement and Assignment of Leases and Rents given by J. Hunter Properties, LLC (the "Mortgagor") to RFLF 1, LLC (the "Mortgagee"), dated August 13, 2019 and recorded in the Rockingham County Registry of Deeds at Book 6026, Page 1014 (the "Mortgage"), with respect to the real and personal property described in the Mortgage (hereinafter collectively the "Property"), 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 with respect to the Property, the Mortgagee will sell at:

### **PUBLIC AUCTION**

on **January 21, 2022, at 1:00 P.M., local time**, all of the Mortgagee's right, title, and interest in and to the Property. The auction shall be held at the Property, which has a street address of 419 Ocean Boulevard, Hampton, Rockingham County, New Hampshire 03842.

For the Mortgagor's title see deed recorded in the Rockingham County Registry of Deeds at Book 5528, Page 2235.

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.

### 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 PROPERTY 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 Property 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 Property 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 Property 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 Property shall be assumed and borne by the successful bidder immediately after the close of the bidding.

**Terms of Sale:** To qualify to bid at the foreclosure sale, each interested person must present to the Mortgagee or its agent prior to the commencement of the public auction the sum of Ten Thousand Dollars (\$10,000.00) (the "Initial Deposit"), in cash or by certified check, cashier's check or treasurer's check or bank draft or other funds acceptable to the Mortgagee ("Satisfactory Funds"). The successful bidder (the "Purchaser") shall be required to execute a memorandum purchase and sale agreement (the "Purchase Agreement") immediately after the conclusion of the public auction reflecting the purchase price of the Property (the "Purchase Price") and such other terms as the Mortgagee shall require. The Purchaser shall also be required to pay an additional deposit (the "Additional Deposit" and together with the Initial Deposit collectively the "Deposit") with respect to the Property, within seven (7) days of the sale date in Satisfactory Funds in an amount equal to the difference between the Initial Deposit and ten percent (10%) of the bid accepted at the sale for the Property. 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 twenty-eight (28) days of the sale date, time being of the essence. If the successful bidder fails to complete the purchase of the Property, the Mortgagee may, at its option, retain the deposit as liquidated damages. Initial 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 Property at the public auction without producing any deposit; (iv) reject any and all bids for the Property 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 Property 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](mailto:nhbd@banking.nh.gov)**  
**Web Site: <https://www.nh.gov/banking/>**

The Mortgagee's principal place of business and mailing address is 222 West Adams Street, STE 3150, Chicago, Illinois 60606. The Mortgagee's agent for service of process with respect to this foreclosure sale is Timothy E. Britain, Esquire, c/o Cleveland, Waters and Bass, P.A., 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 20<sup>th</sup> day of December, 2021.

RFLF 1, LLC

By Its Attorneys,

CLEVELAND, WATERS AND BASS, P.A.

By:  \_\_\_\_\_

Timothy E. Britain, Esquire  
Two Capital Plaza  
P.O. Box 1137  
Concord, NH 03302-1137  
(603) 224-7761  
NH Bar No. 0332

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