

**MORTGAGEE'S SALE MEMORANDUM
AND DEPOSIT RECEIPT**

MORTGAGEE: MERRIMACK COUNTY SAVINGS BANK

Mailing Address: 89 North Main Street
PO Box 2826
Concord, New Hampshire 03301

PURCHASER: _____

Mailing Address: _____

Phone Number: (____) _____

NOTICE:

The Notice of Mortgagee's Sale of Real Estate, a copy of which is attached as Exhibit A (the "Notice"), scheduling a public auction for March 25, 2022 at 2:00 p.m.

PREMISES:

The Premises described in a Mortgage given by Michael James Lavoie (the "Mortgagor") to Merrimack County Savings Bank ("Mortgagee") recorded in the Sullivan County Registry of Deeds at Book 1995, Page 320, which Premises are located at 20 Stewart Avenue, City of Claremont, Sullivan County, New Hampshire, as more particularly described in Exhibit B attached hereto.

BID:

The amount of the high bid made by Purchaser at the Public Auction for the Premises being:
\$ _____

DEPOSIT:

The Deposit delivered to Mortgagee by Purchaser in the amount of: \$10,000.00

Held by: Wadleigh, Starr & Peters, PLLC, attorneys for Mortgagee

In consideration of the Purchaser's Bid for the Premises, the Purchaser's payment of the Deposit and the Mortgagee's agreement to convey the Premises to the Purchaser pursuant to the terms of the Notice and New Hampshire law, the parties hereby agree as follows:

- 1) The Purchaser acknowledges that, prior to the making of the Bid, the Purchaser understood that the Bid is irrevocable.
- 2) The Purchaser agrees to purchase the Premises from the Mortgagee and pay Mortgagee the balance of the Bid by wire transfer upon receipt of which the Mortgagee agrees to execute and record with the Sullivan County Registry of Deeds a statutory Foreclosure Deed Under Power of Sale conveying the Premises to the Purchaser (the "Foreclosure Deed"), subject to, and upon the terms, conditions and covenants set forth herein and in the Notice. In addition, Purchaser shall execute such other documentation reasonably requested by Mortgagee.
- 3) The Purchaser shall pay to the Mortgagee the balance of the Bid and the Mortgagee shall execute the Foreclosure Deed to the Purchaser, on or before the forty fifth (45th) day from the date hereof (the "Closing Date"), at the offices of Wadleigh, Starr & Peters, PLLC, 95 Market Street, Manchester, New Hampshire, Time Being of the Strictest Essence.
- 4) Purchaser shall pay to the Mortgagee, by wire transfer on the Closing Date, an amount sufficient to pay all recording costs and all of the New Hampshire Real Estate Transfer Tax required to record the Foreclosure Deed, in addition to the amount required of the Purchaser under Section 3 hereof and the Mortgagee shall cause the Foreclosure Deed to be recorded in the Sullivan County Registry of Deeds on the Closing Date but in no event later than the sixtieth (60th) day after the public auction.
- 5) If the Purchaser fails to perform Purchaser's obligations hereunder, the Mortgagee may, at its option, retain the Deposit as liquidated damages it being understood that calculating Mortgagee's actual damages would be difficult. Mortgagee shall have all other rights available to it under New Hampshire law, including the right to accept the second highest Bid for the Premises and sell the Premises to such second highest bidder provided the second highest bidder shall pay the required Deposit to Wadleigh, Starr & Peters, PLLC, as attorney for Mortgagee, within three (3) business days after written notice of default of the previous highest bidder and title shall be conveyed to said second highest bidder within twenty (20) days thereof upon Mortgagee having received the balance of the second highest Bid by wire transfer.
- 6) The provisions of the Notice and New Hampshire law governing foreclosure sales of real estate are incorporated in this Memorandum by reference as fully as if completely set forth.
- 7) The Notice, as supplemented by this Memorandum, shall inure to the benefit of, and be binding upon, the Purchaser and the Mortgagee, and their respective heirs, administrators, executors, successors, legal representatives and assigns. Provided, however, that Purchaser may not assign Purchaser's right hereunder without the prior written consent of the Mortgagee, and any assignment made or attempted without such consent shall constitute a default hereunder.

8) The Purchaser acknowledges that the Mortgagee has made no representations or warranties of any kind whatsoever, including any as to the quality of title or the condition of the Premises, to be conveyed by the Foreclosure Deed. THE PURCHASER ACCEPTS THE PREMISES IN AS-IS CONDITION WITH NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. PURCHASER ACKNOWLEDGES THAT IT ACCEPTS ALL RISK OF LOSS OR DAMAGE TO THE PREMISES THAT MIGHT OCCUR UPON THE CONCLUSION OF THE PUBLIC AUCTION.

9) Purchaser acknowledges that Mortgagee conveys the Premises subject to all liens and encumbrances entitled to precedence over the Mortgage including, but not limited to, all unpaid taxes and all liens for hazardous waste remediation asserted by the United States of America, the State of New Hampshire, or any other political subdivision thereof.

10) The Mortgagee hereby acknowledges receipt of the Deposit, subject to collection, as of the date set forth below.

11) The parties acknowledge that there will be no prorations of cost or expense made at the closing of this transaction.

12) The Statutory Disclosures are attached as Exhibit C.

TIME IS OF THE ESSENCE WITH RESPECT TO PURCHASER'S PERFORMANCE UNDER THIS AGREEMENT.

Dated this ____ day of March, 2022.

MORTGAGEE:

MERRIMACK COUNTY SAVINGS BANK

Witness

By: _____

PURCHASER:

Witness

By: _____

EXHIBIT A

MORTGAGEE'S NOTICE OF FORECLOSURE SALE

By virtue of a Power of Sale contained in a certain mortgage given by **Michael James Lavoie** (the "Mortgagor") to Merrimack County Savings Bank, recorded December 8, 2016, at the Sullivan County Registry of Deeds at Book 1995, Page 0320, 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 Friday, March 25, 2022 at 2:00 p.m.

Said sale being located on the mortgaged premises and having a present address of 20 Stewart Avenue, Claremont, Sullivan County, New Hampshire. The premises are more particularly described in the Mortgage.

For Mortgagor's title, see Warranty Deeds recorded with the Sullivan County Registry of Deeds at Book 1923, Page 0004, dated August 8, 2014, and recorded on September 2, 2014, and at Book 2115, Page 539, dated and recorded on August 6, 2020.

NOTICE

PURSUANT TO 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 non-refundable deposit of Ten Thousand (\$10,000.00) 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.

For purposes of RSA 479:25, II(b)(1), you may serve any proceedings against Merrimack County Savings Bank at 89 North Main Street, Concord, NH 03301.


For information on getting help with housing and foreclosure issues, please call the foreclosure information hotline at (800) 437-5991. The hotline is a service of the New Hampshire Banking Department. There is no charge for this call.

Dated at Manchester, New Hampshire on February 3, 2022.

MERRIMACK COUNTY SAVINGS BANK

By its Attorneys,

WADLEIGH, STARR & PETERS, PLLC

BY: 

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

EXHIBIT B

A certain tract or parcel of land, with any improvements thereon, situated In Claremont, in the County of Sullivan and State of New Hampshire, being Lot #4 as shown on a plan entitled "Pine Crest Housing Development Located in Claremont, N.H." - Plan by Robert T. Sisum, land Surveyor, R.F.D. #2, Warner, N.H., recorded in the Sullivan County Registry of Deeds. Said premises may be further described as follows:

Beginning at a point located on the Westerly side of the road leading from East Mountain Road through Pine Crest Development, which point Is the Northeasterly corner of Lot #3 and the Southeasterly corner of lot #4 herein conveyed; thence Northerly along the Westerly side of said road 120 feet, more or less; thence Westerly along the Southerly boundary of Lot #5, 170 feet, more or less; thence S. 27° 50' W. 120 feet, more or less, to the Northwesterly corner of Lot #3; thence in an Easterly direction 170 feet, along said Lot #3 to the point of beginning. Containing 20,400 square feet, more or less.

Included in the within conveyance is the right or easement to use in common with Profile Realty, Inc., its successors and assigns, the road leading through the premises to and from East Mountain Road as shown on said Plan.

Included in the within conveyance is a 1971 Boise Cascade Mobile Home, Brookwood Model, 12' x 64', Serial #GABFXMCO 8827. This manufactured housing is now a fixture by virtue of room additions and other modification which have rendered the structure permanent on Its present site. While the manufactured housing originally acquired forms part of the structure, It cannot be moved.

The within conveyance is subject to the express reservation that the premises are not to be used as a city dump at any time. This Is a reservation that runs with the land.

Subject to the following recorded in the Sullivan County Registry of Deeds:

Any and all matters including setbacks shown on Plan File 1, Pocket 9, Folder 2, #2. Reservation set forth in deed dated September 28, 2006 recorded in Book 1609, Page 984. Rights in common with others as set forth in deed dated September 28, 2006 recorded In Book 1609, Page 984.

EXHIBIT C

BUYER'S RECEIPT OF NOTICE
PURSUANT TO NH RSA 477:4-a

“Radon Gas: Radon gas, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence and equipment is available to remove it from the air and water.”

“Arsenic: Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water. The buyer is encouraged to consult the New Hampshire department of environmental services private well testing recommendations (www.des.nh.gov) to ensure a safe water supply if the subject property is served by a private well.”

"Lead Paint: Before 1977, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present."

(i) Water Supply System:

Unknown to Mortgagee.

(ii) Sewage Disposal System:

Unknown to Mortgagee.

PURCHASER acknowledges receipt of the within Notice this ____ day of March, 2022, prior to execution of a Sale Memorandum and Deposit Receipt.

WITNESS:

PURCHASER:

By: _____