

NOTICE OF FORECLOSURE SALE AND SECURED PARTY SALE

Reference is made to the following:

- (i) that certain Mortgage given by **COURT STREET CAMP LLC**, a New Hampshire limited liability company with an address of 190 Court Street, Exeter, New Hampshire 03833 ("the Mortgagor") to **EXETER ELMS, LLC**, with a mailing address of 440 Hanover Street, Manchester, New Hampshire 03104 (the "Mortgagee"), such Mortgage from the Mortgagor is dated March 20, 2015 from the Mortgagor to Northeast Bank ("Northeast") and recorded with the Rockingham County Registry of Deeds at Book 5603, Page 38, as assigned by Northeast to the Mortgagee by Assignment dated August 19, 2021 and recorded with the Rockingham County Registry of Deeds at Book 6321, Page 1941 (as corrected by Corrective Assignment dated September 21, 2021 and recorded with such Registry at Book 6331, Page 1657), and as amended by First Amendment to Mortgage and Assignment of Leases and Rents dated September 15, 2021 and recorded with the Rockingham County Registry of Deeds at Book 6329, Page 2159 (as corrected by Corrective First Amendment dated September 15, 2021 and recorded with such Registry at Book 6332, Page 1969), (as so assigned and amended, the "Mortgage"); and
- (ii) that certain Security Agreement - Commercial ("Security Agreement") executed by the Mortgagor to Northeast dated March 20, 2015 and perfected lien filed with New Hampshire Secretary of State at #1503231166369, continued by Northeast filed with New Hampshire Secretary of State at #2002130001544, as assigned by Northeast to the Mortgagee by UCC-3 filed with New Hampshire Secretary of State at #2109080001367 (as further amended by UCC-3 filed with New Hampshire Secretary of State at #2109220002551).

By virtue and in execution of the Power of Sale contained in the Mortgage and pursuant to N.H. RSA 479:25-27a, the Mortgagee, in execution of the power of sale and for breach of the conditions of the Mortgage and for conditions broken, and for the purpose of foreclosing the same, will sell at **PUBLIC AUCTION on January 6, 2022 at 11:00 a.m.**, (the "Sale") local time all the real premises commonly known as Tax Map 110, Lot 2 (190 Court Street) and Tax Map 111, Lot 1 (192 Court Street), Exeter, Rockingham County, State of New Hampshire, together with any and all rights that may be conferred in connection with said parcels in the Mortgage, all as more particularly described in the Mortgage (the "Mortgaged Premises"). Further, by virtue of and in execution of its rights contained in the Security Agreement, and pursuant to its rights under the New Hampshire Uniform Commercial Code (including, but not limited to, RSA 382-A:9-610), at the Sale Mortgagee will also offer for sale, at said public auction, separately or together with the Premises as a whole, such equipment, machinery, furniture, fixtures, tools and any and all other personal property of the Mortgagor located at and about the Premises that is subject to the Security Agreement, and as Mortgagee may designate or describe at the time of sale (collectively, the "Personalty").

To the Mortgagor or any person claiming a lien on the Mortgaged Premises and/or the

Personalty:

1) The address of the Mortgagee for service of process is Exeter Elms, LLC, 440 Hanover Street, Manchester, New Hampshire 03104, and the name of the Mortgagee's agent for service of process is Newton H. Kershaw III.

2) The New Hampshire Banking Department can be contacted at 53 Regional Drive, Suite 200, Concord, New Hampshire 03301. 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 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. Failure to institute such petition and complete such service upon the Mortgagee, or its agent, conducting the sale prior to sale shall thereafter bar any action or right of action of the Mortgagor based on the validity of the foreclosure.

Liens and Encumbrances: The Mortgaged Premises and Personalty shall be sold subject to all easements, restrictions, building and zoning laws, all liens and encumbrances entitled to precedence over the Mortgage and Security Agreement including, but not limited to, liens, easements, rights and encumbrances of any and every nature which are or may be entitled to precedence over the Mortgage and Security Agreement, and all unpaid federal or municipal liens, such as taxes, sewer and or water charges and all liens for hazardous waste cleanup asserted by the United States of America, the State of New Hampshire, or any other political subdivision thereof, if any.

Terms of Sale: The sale shall be held on the Mortgaged Premises. To qualify to bid at the auction, bidders must place **Twenty-five Thousand Dollars (\$25,000.00)** on deposit with the auctioneer for the Mortgagee in pre-endorsed certified check, cashier's check or other form of payment acceptable to the Mortgagee or its agent or attorney prior to the commencement of the auction sale. The deposit shall be waived in the case of the Mortgagee. The balance of the purchase price, plus (with respect to the Mortgaged Premises) 100% of the transfer taxes applicable to the purchase (both Buyer and Seller amounts under N.H. RSA 78-B), must be paid in full by the highest bidder(s) ("Purchaser") in cash or by certified check on or before **the forty-fifth (45th) day after the sale, TIME BEING OF THE ESSENCE.** If the Purchaser fails to complete the purchase of the Mortgaged Premises and/or the Personalty (as applicable) in accordance with the preceding sentence, then the Mortgagee shall have all rights at law and equity to enforce or recorder damages with respect to any breach of the Memorandum of Sale, and in addition Mortgagee may, at its option: (i) take title to the Mortgaged Premises and/or the Personalty (as applicable) and retain all the funds held on deposit in full as reasonable liquidated damages resulting from the successful bidder's failure to perform; or (ii) retain all the funds held on deposit in full as reasonable liquidated damages resulting from the Purchaser's failure to perform and sell the Premises and/or the Personalty (as applicable) to the second highest bidder at sale or; (iii) retain all the funds held on deposit in full as reasonable liquidated damages resulting from the successful bidder's failure to perform and re-auction the Premises and/or the Personalty (as applicable). Conveyance of the

Mortgaged Premises shall be by Foreclosure Deed and conveyance of the Personalty shall be by Secured Party Quitclaim Bill of Sale. The Foreclosure Deed and/or Secured Party Quitclaim Bill of Sale (as applicable) shall be delivered to the applicable Purchaser(s) upon the Mortgagee's receipt of the balance of the applicable purchase price(s) (in the case of the Foreclosure Deed, together with 100% of the transfer taxes applicable to the transfer (both Buyer and Seller amounts under N.H. RSA 78-B). Each Purchaser shall execute a memorandum purchase and sale agreement at the conclusion of the Sale, which may contain additional terms, failing which, the Mortgagee may (i) take title in its own name or the name of an affiliate; or (ii) offer the Mortgaged Premises and/or Personalty (as applicable) to the second highest bidder without conducting a new sale. The Mortgagee reserves the right, at its sole and absolute discretion to extend the time of closing of the Sale(s) to a date not more than sixty (60) days after the date of sale. All decisions regarding the identity of the highest bidder and the highest bid price shall be made by the auctioneer in his sole and absolute discretion and shall be final and binding on all bidders. The Personalty included in the sale may be offered and sold with the Premises in its entirety, or in lots, in the Mortgagee's sole discretion.

Exclusion of Warranties: Except for warranties arising by operation of law, **THE SALE OF THE MORTGAGED PREMISES AND/OR THE PERSONALTY IS "AS-IS" AND WITH ALL FAULTS, LATENT OR PATENT SUBJECT TO ALL PRIOR ENCUMBRANCES.** The conveyance of the Mortgaged Premises and/or the Personalty will be made by the Mortgagee and accepted by the Purchaser(s) without any other expressed or implied representations or warranties whatsoever, including but not limited to representations regarding acreage, subdivision approval, zoning, description of the Mortgage Premises and/or Personalty, uses, outstanding taxes, liens and encumbrances, title matters, availability of any utilities, occupancy, or any other matter. Purchaser(s) shall be deemed to have expressly acknowledged by participation in the Sale that any warranty or representation other than those contained herein made by the attorney for the mortgagee, or other person, are without authority and that Purchaser(s) has/have duly inspected the Mortgaged Premises and the Personalty, the title thereto, the occupancy thereof, and all other matters in connection with the purchase of the Mortgaged Premises and/or the Personalty by itself and by various experts, including counsel if Purchaser so desires, as is reasonable and prudent. To the extent that the Mortgaged Premises and the conveyance hereunder includes fixtures or other personalty, than all such items shall be conveyed "as-is" and "where-is". **WITH RESPECT TO ALL PERSONAL PROPERTY (INCLUDING , BUT NOT LIMITED TO SUCH FIXTURES AND ALL PERSONALTY), THE MORTGAGEE EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR TITLE.** From and after the conclusion of the Sale, all risk of loss or damage to the Mortgaged Premises and Personalty shall pass to, and be borne by, the successful bidder(s). At closing, the Mortgagee shall not be required to deliver to the successful bidders anything other than:

for the Mortgaged Premises, (i) a statutory form foreclosure deed; (ii) an affidavit in the form required by NH RSA 479:26; and (iii) a declaration of consideration as required by the New Hampshire Department of Revenue; and

for the Personalty, a Secured Party Quitclaim Bill of Sale.

Reservation of Rights: The Mortgagee reserves the right to (1) adjourn, cancel or continue the Sale to such later date and time as the Mortgagee may deem desirable; (2) bid on and purchase the Mortgaged Premises and/or the Personalty at the Sale; (3) reject any and all bids and/or bidders for the Mortgaged Premises and/or the Personalty; (4) waive reading this notice or any portion thereof at the Sale; and/or (5) amend or alter the terms of the Sale stated in this notice by oral or written announcement made at any time before or during the foreclosure and secured party sale. Such changes or amendments shall be binding on all bidders.

For further information regarding the Sale or Mortgaged Premises and/or Personalty, contact Martin J. Baroff, Esquire, Baroff & Craven, PA, telephone number (603) 647-4662 or the office of James R. St. Jean Auctioneers, the auctioneer at (603) 734-4348.

Dated this 19th day of October, 2021.

EXETER ELMS, LLC

By its attorneys,
Baroff & Craven, PA

By: Martin J. Baroff, Esquire
740 Chestnut Street
Manchester, NH 03104
(603) 647-4662