

LEGAL NOTICE

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue of the Power of Sale contained in a certain mortgage deed dated June 20, 2019 and recorded on July 18, 2019 in the Belknap County Registry of Deeds at Book 3249, Page 896, (the "Mortgage") given by **David R. Banker, Matthew Banker, Lou Sharon Moore, and Shelley Holton** (the "Mortgagors") to **Robin Banker Bergin**, (the "Mortgagee"), pursuant to and in execution of said Power, in light of the Mortgagors' defaulting on a certain Promissory Note dated June 20, 2019, and for the purposes of foreclosing the Mortgage, the Mortgagee will sell all right, title, and interest in and to the Mortgaged Premises (street address 204-208, NH Route 11D), in Alton, Belknap County, New Hampshire at

PUBLIC AUCTION

to be held at the Mortgaged Premises on Thursday, October 13, 2022, at 11:00 am local time.

The Mortgaged Premises are more particularly bounded and described as follows:

A certain tract or parcel of land, with the buildings thereon, situate on the Easterly side of the highway leading from Alton Bay to Laconia in Alton, County of Belknap, State of New Hampshire and more particularly bounded and described as follows:

Beginning at a point on the easterly side of Route 11-D in the Town of Alton, County of Belknap and State of New Hampshire, which point is the northwesterly corner of the herein described parcel of land and the southwesterly corner of land now or formerly of Berry; thence running S 3° 37' W along the easterly sideline of said Route 11-D a total distance of 116 feet; thence continuing to run S 3° 37' W along the easterly sideline of said Route 11-D a distance of 96 feet to land now or formerly of Rankin; thence turning and running S 89° 03' 30" E along land of said Rankin a distance of 58.7 feet, more or less, to the shoreline of Lake Winnepesaukee; thence running in a northerly direction along the shoreline of said Lake Winnepesaukee a distance of 113 feet; thence continuing to run in a northerly direction along the shoreline of said Lake Winnepesaukee a distance of 105 feet, more or less, to land now or formerly of Berry; thence turning and running S 88° 15' W along land of said Berry a distance of 33.85 feet; thence continuing to run S 88° 15' W along land of said Berry a distance of 48.2 feet to the easterly sideline of said Route 11-D being the point of beginning.

The above-described property is the property on the easterly side of what is referred to as the highway leading from Alton Bay to Laconia in the Deed recorded at Book 1593, Page 629.

For further reference see Plan of Land in Alton, New Hampshire belonging to Peter and Grace Genova, which Plan is recorded as Plan 2405 in Plan Book 31 in the Belknap County Registry of Deeds. Said Plan identifies the above-described property as that portion of Lots 1 and 2 on said Plan which are located on the easterly side of Route 11-D. The Subdivision Plan was rescinded. For reference see Notice from the Town of Alton Planning Board dated October 16, 1972 and recorded at Book 594, Page 226. The legal description contained above describes the property on the easterly side of Route 11-D as one tract of land based on the Notice from the Town of Alton Planning Board.

Also conveying the following:

- a) The right to utilize the septic system located on the property described in Deed of George M. Banker and Judy E. Gibson to Eric Ward and Donna Ward, which Deed is dated December 3, 2002 and which Deed is recorded on December 27, 2002 at Book 1829, Page 0174 in the Belknap County Registry of Deeds.
- b) The right to utilize the well located on the property conveyed by George M. Banker and Judy E. Gibson to Eric Ward and Donna Ward by Deed dated December 3, 2002, which Deed is recorded on December 27, 2002 at Book 1829, Page 0174 in the Belknap County Registry of Deeds.

The above-described property is conveyed subject to a right of way or easement for pedestrian traffic only across the above-described property, which right of way or easement is described in Deed from George M. Banker and Judy E. Gibson to Eric Ward and Donna Ward, which Deed is dated December 3, 2002 and which Deed is recorded at Book 1829, Page 0174 in the Belknap County Registry of Deeds.

This conveyance does not convey the dock located on the northerly side of the existing boathouse. The ownership rights of the Grantors having been previously conveyed by Deed of George M. Banker and Judy E. Gibson to Eric Ward and Donna Ward by Deed dated December 3, 2002 and recorded at Book 1829, Page 0174 in the Belknap County Registry of Deeds.

For further reference with respect to the use and maintenance of the septic system, the well, and the easement areas as referred to above, see Declaration of Shared Rights as executed by George M. Banker and Judy E. Gibson, which Declaration is dated December 3, 2002 and which Declaration is recorded at Book 1829, Page 0196 in the Belknap County Registry of Deeds.

Reference is specifically made to the Declaration of Shared Rights affecting this property recorded in the Belknap County Registry of Deeds at Book 1829, Page 0196.

Subject to all restrictions, covenants and easements of record.

THIS IS NOT HOMESTEAD PREMISES.

MEANING AND INTENDING to describe and convey the same premises conveyed to Lou Moore, a/k/a Lou Sharon Moore, Robin Carder, a/k/a Robin Banker Bergin, David Banker a/k/a David R. Banker, Matthew Banker and Shelley Holton by Special Warranty Deed of Judy E. Gibson dated August 9, 2006 and recorded with the Belknap County Registry of Deeds at Book 2341, Page 927.

This foreclosure sale will be made for the purpose of foreclosure of all rights of redemption of the Mortgagors therein possessed by them and any and all persons, firms, corporations, or agencies claiming by, from or under them.

NOTICE

TO THE MORTGAGORS AND ALL INTERESTED PARTIES:

YOU ARE HEREBY NOTIFIED 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. FAILURE TO INSTITUTE SUCH PETITION AND COMPLETE SERVICE UPON THE FORECLOSING PARTY, OR HIS OR HER AGENT, CONDUCTING THE SALE PRIOR TO THE 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 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 Mortgaged Premises 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 Mortgaged Premises 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 Mortgaged Premises shall be assumed and borne by the successful bidder immediately after the close of the bidding.

Terms of Sale: To qualify to bid, bidders must register to bid and present to the Mortgagee or its agent the sum of Ten Thousand Dollars (\$10,000.00) in cash or by certified check or other form of payment acceptable to the Mortgagee or its agent prior to the commencement of the public auction. 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 thirty (30) days after the sale, time being of the essence. The successful bidder shall execute a Memorandum of Foreclosure Sale immediately after the close of the bidding. If the successful bidder fails to complete the purchase of the Mortgaged Premises, the Mortgagee may, at its option, retain the deposit as liquidated damages. 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

foreclosure sale to such subsequent date or dates as the Mortgagee may deem necessary or desirable, (ii) bid upon and purchase the Mortgaged Premises at the foreclosure sale, (iii) reject any and all bids for the Mortgaged Premises, and (iv) 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.

Dated this _____ day of _____, 2022.

ROBIN BANKER BERGIN

By Her Attorneys,

RANSMEIER & SPELLMAN
PROFESSIONAL CORPORATION

By: _____
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