

NOTICE OF FORECLOSURE SALE

Reference is made to a mortgage given by **Keith M. Gorman** (the “Mortgagor”) to Francis Provencher and Patricia Provencher dated May 19, 2020, and recorded at the Hillsborough County Registry of Deeds on June 5, 2020 in Book 9303, Page 1217 (the “Mortgage”). By virtue of the power of sale contained in the Mortgage, Francis Provencher and Patricia Provencher (the “Mortgagee”), in execution of the power of sale and for breach of the conditions of the Mortgage, and for the purpose of foreclosing the same will sell the premises described in the mortgage at

PUBLIC AUCTION

On **November 16, 2022 at 11:00 o’clock a.m.** on the premises which are located at 167 Clement Road, Pelham, New Hampshire 03076. The premises are described in the Mortgage and may be currently described as follows (the “Mortgaged Premises”):

That certain tract of land, improvements and structures thereupon known as:

Lot 7, Clement Road (f/k/a Hawk Ridge Road; a/k/a 167 Clement Road), Pelham, New Hampshire as more particularly described in the Deed recorded with the Hillsborough County Registry of Deed dated March 11, 2020 and recorded in Book 9270, Page 872. The property is further shown on plan of land entitled “Hawk Ridge Road Residential Subdivision,” said plan recorded with the Hillsborough County Registry of Deeds as Plan Number 37416, Hillsborough County, New Hampshire, as more particularly described in Exhibit A to the mortgage dated May 19, 2022 and recorded in the Hillsborough County Registry of Deeds at Book 9303, Page 1217, together with the buildings and other improvements located thereon, the fixtures related thereto, and all tenancies, hereditaments, easements, rights of way, licenses, permits, privileges, appurtenance and other real property rights now or hereafter thereunto belonging or in any way appertaining.

[End of Description of Mortgaged Premises]

To the Mortgagor or any other person claiming a lien or encumbrance against the Mortgaged Premises: 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 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. The Mortgagee’s address for service of process purposes is: Francis Provencher and Patricia Provencher 164 Clement Road, P.O. Box 875, Pelham, New Hampshire 03076. The address for the Mortgagee’s agent for service of process is: 10 Pleasant Street, Suite 400, Portsmouth, New Hampshire 03801.

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.

Liens and Encumbrances: The Mortgaged Premises shall be sold subject to any and all unpaid taxes, mortgages, liens and other encumbrances entitled to precedence over the Mortgage.

Terms: To qualify to bid, bidders other than the Mortgagee must place **\$25,000.00** on deposit with the auctioneer in cash, by certified check or other form of payment acceptable to the Mortgagee prior to the commencement of the foreclosure sale. The deposits placed by unsuccessful bidders shall be returned to those bidders at the conclusion of the sale. The Mortgagee reserves the right to accept back up Foreclosure Sale Agreements from one or more unsuccessful bidders to become in force in the event that the successful bidder shall fail to timely close. The successful bidder will be required to execute a Memorandum of Foreclosure Sale (the "Memorandum") at the time and place of sale, and, if the successful bidder shall refuse to sign the Memorandum, that bidder's deposit shall be retained by the Mortgagee. A copy of the Memorandum shall be available for inspection prior to commencement of the foreclosure sale. The successful bidder will be required to tender an additional deposit (the "Additional Deposit") within ten (10) days of the date of the sale, in an amount sufficient to bring the total Additional Deposit and Initial Deposit (the "Deposit") to an amount equal to ten percent (10%) of the successful bid. All Deposits shall be held by the Mortgagee among its general funds without any obligation to segregate the same and without any obligation to pay interest on the same. The balance of the purchase price must be paid in full by the successful bidder in cash or by certified check on or before the thirtieth (30th) day after the date of sale. If the successful bidder fails to complete the purchase of the Mortgaged Premises on or before the thirtieth (30th) day after the date of foreclosure sale, then the Mortgagee reserves the right to exercise all of its remedies as set forth in the Memorandum, including without limitation, the right to retain the deposit, in full, as reasonable liquidated damages or, as the duly appointed attorney-in-fact of said successful bidder, to assign all rights and obligations evidenced by the Memorandum, as a result of the bidder's failure to perform. If the deposit is retained for any reason, it shall become the property of the Mortgagee. Conveyance of the Mortgaged Premises shall be by foreclosure deed. The foreclosure deed and affidavit shall be herein referred to as the "Conveyance Documents." At closing the successful bidder shall execute and deliver to the Mortgagee an acknowledgment and release acknowledging acceptance of the Conveyance Documents as full and complete performance by the Mortgagee under the Foreclosure Sale Agreement, and releasing any and all claims and rights against the Mortgagee and its agents, except as may be specifically provided for in the Conveyance Documents. The Conveyance Documents shall be delivered to the successful bidder upon the Mortgagee's receipt of the balance of the purchase price and the Acknowledgment. There shall be no proration of rents, fuel, real estate taxes or of any other matter. The successful bidder shall pay both its and the Mortgagee's share of any and all transfer taxes and all recording fees. Time is of the essence with respect to every aspect of the Successful Bidder's obligations hereunder.

Exclusion of Warranties: 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 expressed or implied representations or warranties whatsoever including, without limitation, representations or warranties relating to title, possession, or tenancies, condition of the Mortgage Premises, construction or fitness for habitation, compliance with applicable state or local building or sanitary codes, recitation of acreage or hazardous waste at the Mortgage Premises.

Reservation of Rights: The Mortgagee reserves the right to (1) cancel or continue the foreclosure sale to such subsequent date or dates as the Mortgagee may deem necessary or desirable; (2) bid on and purchase the Mortgaged Premises at the foreclosure sale; (3) reject any and all bids for the Mortgaged Premises, the foreclosure sale of the Mortgaged Premises being offered WITH RESERVE; (4) waive reading this Notice or any portion thereof at the foreclosure sale; and (5) amend or alter the terms of sale as stated in this Notice by oral or written announcement made at any time before or during the foreclosure sale, and such changes or amendments shall be binding on all bidders.

For further information regarding the Mortgaged Premises, contact James R. St. Jean Auctioneers, at 45 Exeter Road, Epping, NH 03042, 603-734-4348.

Dated: September 29, 2022

Francis Provencher and
Patricia Provencher
By their attorneys,
Ford, McDonald, McPartlin & Borden, P.A.

By: _____
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