

MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY

By virtue of a Power of Sale contained in a certain mortgage given by The Pond Road Realty Trust ("the Mortgagor(s)") to Steven L. Hampton said mortgage dated September 9, 2020, and recorded with the Strafford County Registry of Deeds at Book 4804, Page 521 ("the Mortgage"), 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
April 19, 2023
At
11:00 a.m.

Said sale being located on the mortgaged premises hereinafter described and having a present address of 62 Pond Road, Town of Middleton, County of Strafford, State of New Hampshire

The premises being more particularly described in the Mortgage as follows:

a certain piece or parcel of land, situated in Middleton, County of Strafford and State of New Hampshire, and bounded and described as follows:

Beginning at a point on the Southeasterly corner of the lot herein conveyed and running North 28-20-30 East a distance of six hundred two and 95/100 (602.95) feet to a point; thence turning and running South 44-15 East a distance of four hundred (400) feet to a point; thence turning and running South 29-10-42 West a distance of six hundred twenty-eight and 87/100 (628.87) feet to a point; thence turning and running North 39-09-07 west, along a dirt road a distance of two hundred three and 84/100 (203.84) feet; thence turning and running North 41-31-49 West a distance of one hundred ninety-six and 16/100 (196.16) feet along said road to the beginning.

Said premises are more particularly set forth as Lot No. 3 on a subdivision for Ivan Washburne, made by Ward M. Williams Associates in August of 1977, said plan being recorded in Strafford County Registry of Deeds in Plan Book 18, Page 101.

Also granting the said Grantee the right to use the right-of-way, shown on said plan which the parcel herein conveyed abuts, in common with others.

Subject to any facts, issues, notations and easements as shown on a plan recorded in the Strafford County Registry of Deeds in Plan Book 18, Page 101.

Subject to any and all Matters per Deed.

Subject to any and all Matters of Record.

NOTICE

PURSUANT TO NEW HAMPSHIRE 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 name and address of the mortgagee's agent for service of process is: Rosen & Goyal, P.C., 204 Andover Street, #402, Andover, Massachusetts 01810. The contact information for the New Hampshire Banking Department is: New Hampshire Banking Department 53 Regional Drive, Suite 200 Concord, NH 03301 nhbd@banking.nh.gov (603) 271-3561 - main office (800) 437-5991 - toll free. 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.

TERMS OF SALE

A deposit of Ten Thousand (\$10,000.00) Dollars in the form of a certified check or 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 cancel or 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. The premises to be sold at the sale will be sold "AS IS AND WHERE IS" and subject to unpaid taxes, prior liens or other enforceable encumbrances of record, if any, entitled to precedence over the Mortgage. Notwithstanding any title information contained in this notice, the Mortgagee expressly disclaims any representations as to the state of the title to the Property involved as of the date of the notice of the date of sale.

Dated at Nashua, New Hampshire, on February 22, 2023.

Steven L. Hampton
By and through his Attorneys,
Rosen & Goyal, P.C.

By: /s/ Emilie Grossman Lyon
Emilie Grossman Lyon, Esq.
204 Andover Street, #402
Andover, Massachusetts 01810