

**MORTGAGEE'S NOTICE  
OF FORECLOSURE SALE**

By virtue of a power of sale contained in a certain mortgage deed given by **EXCIGLOW, LLC**, a New York Limited Liability Company, whose last known mailing address is 503 East 83rd Street, Apt. 5W, New York, New York, 10028 to **RUGGLES MINE, INC.**, a New Hampshire Corporation, with a mailing address of c/o Priscilla Gosselin at 46 School Street, Lebanon, Grafton County, New Hampshire, 032766, dated September 24, 2019, and recorded on September 26, 2019 in the Grafton County Registry of Deeds at Book 4468, Page 0158, subsequently assigned to **DANIEL J. CONNOLLY**, Trustee of **THE RUGGLES MINE LIQUIDATING TRUST**, with a mailing address of PO Box 2157, New London, New Hampshire 03257 (the "Trust" or "Mortgagee"), dated October 11, 2019, and recorded on October 15, 2019 in the Grafton County Registry of Deeds at Book 4473, Page 135 (the "Mortgage") the holder of said mortgage, pursuant to and in execution of said powers, and for breach of conditions of said mortgage deed, (and the Note secured thereby of near or even date, and related documents) and for the purpose of foreclosing the same shall sell at

**Public Auction  
on  
July 21, 2023  
at  
11:00 a.m.**

Said sale being located on the mortgaged premises and having a present address of **286 Ruggles Mine Road, Grafton, New Hampshire 03240**, being all and the same premises more particularly described in the Mortgage.

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. Service may be made upon the Mortgagee at: **DANIEL J. CONNOLLY**, Trustee of **THE RUGGLES MINE LIQUIDATING TRUST**, PO Box 2157, New London, New Hampshire 03257; or upon its agent at: **Minkow & Mahoney Mullen, P.A.**,

67 Water St., Suite 107, Laconia, NH 03246. Failure to institute such petition and complete service upon the foreclosing party, or his or her 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.

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. You may also contact the New Hampshire Banking Department at: 53 Regional Dr., Suite 200, Concord, NH 03301 or on its website at: [www.nh.gov/banking](http://www.nh.gov/banking).

**TERMS OF SALE:**

Said premises will be sold subject to (i) all unpaid taxes and liens, whether or not of record; (ii) mortgages, liens, attachments and all other encumbrances and rights, titles and interests of third persons which are entitled to precedence over the Mortgages; and (iii) any other matters affecting title of the Mortgagor to the premises disclosed herein.

**DEPOSITS:**

Prior to commencement of the auction, all registered bidders shall pay a deposit in the amount of Twenty-Five Thousand Dollars (\$25,000.00). At the conclusion of the auction of the premises, the highest bidder's deposit, if such high bidder's bid is accepted by the Trust, shall immediately be paid to the Mortgagee and shall be held by the Trust subject to these Terms of Sale. All deposits required hereunder shall be made in cash or by check to the order of the Mortgagee, which is acceptable to the Mortgagee in its sole and absolute discretion.

**WARRANTIES AND CONVEYANCE:**

The Mortgagee shall deliver a Mortgagee's Foreclosure Deed of the Real Estate to the successful bidder accepted by the Trustee within forty-five (45) days from the date of the foreclosure sale, upon receipt of the balance of the Purchase Price in cash or check acceptable to Mortgagee. The Real estate will be conveyed with those warranties contained in the Mortgagee's Foreclosure Deed, and no others.

**FEDERAL TAX LIEN:**

If the property to be sold is subject to a tax lien of the United States of America Internal Revenue Service, unless said lien is released after sale, the sale may be subject to the right of the United States of America to redeem the lands and premises on or before

120 days from the date of the sale.

**BREACH OF PURCHASE CONTRACT:**

If any successful bidder fails to complete the contract of sale resulting from the Trust's acceptance of such successful bidder's bid, such successful bidder's deposit may, at the option of the Mortgagee, be retained as full liquidated damages or may be held on account of the damages actually suffered by the Mortgagee. If such deposit is not retained as full liquidated damages, the Mortgagee shall have all of the privileges, remedies and rights available to the Mortgagee at law or in equity due to such successful bidder's breach of the contract of sale. Notice of the election made hereunder by the Mortgagee shall be given to a defaulting successful bidder within 50 days after the date of the public auction. If the Mortgagee fails to notify a defaulting successful bidder of which remedy the Mortgagee has elected hereunder, the Mortgagee shall be conclusively deemed to have elected to be holding the deposit on account of the damages actually suffered by the Mortgagee. Upon any such default, the Mortgagee shall have the right to sell the property to any back up bidder or itself.

**AMENDMENT OF TERMS OF SALE:**

The Trust reserves the right to amend or change the Terms of Sale set forth herein by announcement, written or oral, made prior to the commencement of the public auction.

For further information respecting the aforementioned foreclosure sale, contact James R. St. Jean Auctioneers, 45 Exeter Rd., PO Box 400, Epping NH 03042, 603-734-4348.

Dated this the 16<sup>th</sup> day of May 2023.

DANIEL J. CONNOLLY, Trustee of  
THE RUGGLES MINE LIQUIDATING TRUST  
By Its Attorneys, Minkow & Mahoney Mullen, P.A.  
By: Peter J. Minkow, Esq.  
67 Water St., Suite I 07  
Laconia, NH 03246  
(603) 527-8226

**Publication Dates:**

June 29, 2023  
July 6, 2023  
July 13, 2023