

MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY

By virtue of a Power of Sale contained in a certain mortgage given by William R. Winters and Cheryl A. Hood ("the Mortgagor(s)") to Patricia McBride as Trustee of the Patricia M. McBride Living Trust, said mortgage dated February 20, 2009, and recorded with the Hillsborough County Registry of Deeds at Book 8057, Page 246 ("the Mortgage"), having been assigned to Donald F. McBride as Trustee of the Donald F. McBride Living Trust, by Donald F. McBride, in his capacity as sole surviving Co-Trustee of the Patricia M. McBride Living Trust, 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
January 19, 2023
At
11:00 a.m.

Said sale being located on the mortgaged premises hereinafter described and having a present address of 4 Butler Avenue, Town of Hillsborough, County of Hillsborough, State of New Hampshire

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

A certain tract or parcel of land, with the buildings thereon, located in the Town of Hillsborough, County of Hillsborough, State of New Hampshire, being more particularly bounded and described as follows:

Beginning at the southwesterly corner of the premises at an iron pin driven in the ground on the northerly side of that right-of-way used as a highway and leading to the east from Butler Street, said point of being at the southeasterly corner of Lot No. 12 as shown on plan house lots of James S. Butler drawn by J.D. Hutchinson, Civil Engineer, in May 1920; thence northerly, by the easterly side of Lot No. 12 and Lot Nos. 13 and 14 as shown on said plan, 172.5 feet to another iron pin driven in the ground on the southerly line of land formerly owned by George W. Haslet, now owned by Baldwin, which point is also on the line of a stone wall; thence, N 85 1/2° E, along said stone wall and said Haslet or Baldwin land, 45 feet to another iron pin driven in the ground, it being at the northwesterly corner of Lot No. 16 as shown on said plan; thence southerly, by westerly line of said Lot No. 16 about 159 feet to another iron pin driven into the ground on the northerly side of said right-of-way used as a highway; thence westerly, by said right-of-way, about 60 feet to the place of beginning.

The tract hereby conveyed is shown on the above-mentioned plan as Lot No. 15. Together with the benefits of easements, right-of-way, covenants and agreements as stated in deed of Ronald A. Buttrick and Lucy A. Buttrick, dated August 28, 1970 and recorded in the Hillsborough County Registry of Deeds at Book 2093, Page 161. Subject to any and all easements, restrictions, and/or covenants of record, that may be applicable.

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: Sweeney & Sweeney, P.C., 6 Manchester Street, Nashua, New Hampshire 03064. 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 November 22, 2022.

The Donald F. McBride Living Trust
By and through it's Attorneys,
SWEENEY & SWEENEY, PC

By: 

J. Leonard Sweeney, III, Esq.
6 Manchester Street
Nashua, NH 03064
(603) 883-0711
NH Bar No. 10604