

Foreclosure Memorandum of Sale

Deborah L. Gadd, Successor Trustee of the Carl L. Harrison Revocable Trust, as the holder of a certain Mortgage from Jason J. Chamblin, recorded in the Hillsborough County Registry of Deeds in Book 8830, Page 1685 ("Seller"), pursuant to the power of sale contained therein, hereby agrees to sell,

and

_____ ("Buyer")

of _____, being the successful bidder at the public auction held on this 27th day of April, 2023 pursuant to the Notice of Mortgagee's Sale ("Notice"), which Notice was read aloud at said public auction and a copy of which is attached hereto, hereby agrees to buy the following described premises on the terms and conditions set forth in the said Notice and as follows:

1. Premises. Buyer agrees to purchase from Seller pursuant to the power of sale rights of Seller as mortgagee, the Premises located at 394 Hanover Street, Manchester, New Hampshire, which premises are described in the above referenced Mortgage (the "Premises").

2. Purchase Price. The purchase price for the Premises shall be _____ (\$ _____) Dollars, which shall be paid as follows:

2.01 Buyer has this day paid Seller the sum of Five Thousand and no/00 Dollars (\$5,000.00) Dollars (the "Deposit") in cash or certified or bank check. The Deposit shall be held in a non-interest bearing escrow account by Attorney Jeffrey A. Zall, 221 Main Street, Nashua, New Hampshire, and delivered to Seller at closing; and

2.02 Buyer shall pay Seller the balance of _____ (\$ _____) Dollars in cash, certified or bank check at closing.

3. Taxes, Liens, Other Encumbrances. The Premises are sold subject to all unpaid real estate taxes and municipal assessments and liens therefor, if any, and all other liens, easements, rights and encumbrances of any nature, including without limitation, hazardous waste liens, if any, and the rights of tenants in possession, if any, whether or not of record, which may have superiority over Seller's mortgage being foreclosed. **No representations or warranties relative to title are being made.**

4. Deed and Closing.

4.01 The deed shall be a Foreclosure Deed Under Power of Sale.

4.02 The deed shall be delivered on or before Monday, May 29, 2023, at 10:00 AM at the offices of Attorney Jeffrey A. Zall, 221 Main Street, Nashua, New

Hampshire, or at such other time or place as the parties shall agree. **TIME SHALL BE OF THE ESSENCE.**

5. Buyer's Obligation to Purchase Unconditional. There shall be no contingencies or conditions to Buyer's obligations hereunder.

6. Default. If the Buyer does not perform its part of this Agreement, the deposit shall be forfeited and shall become the property of the Seller. If Seller fails to deliver the foreclosure deed for any reason, Buyer shall be entitled to the return of the Deposit as its sole and exclusive remedy and Buyer shall have no further recourse against the Seller.

7. Revenue Stamps and Closing Costs. The Buyer shall pay all of the real estate transfer taxes and revenue stamps assessed by New Hampshire law. Buyer shall be responsible for all recording costs assessed by the Registry of Deeds.

8. No Warranties or Representations; Inspection; Sale AS IS.

8.01 Buyer acknowledges that it is fully satisfied with the physical condition of the Premises and the Seller has made no representations, promises or warranties of any kind on which the Buyer has relied relating to the physical condition of the Premises; and the Buyer covenants and agrees that it will accept the Premises in its present condition.

8.02 Seller makes and shall make no warranties or representations of any kind in connection with the Premises. In particular, and without limiting the foregoing, Seller makes and shall make no warranty or representation regarding the present or future use or occupation of the Premises, existence of any tenant(s) at the Premises, compliance of the Premises with applicable zoning ordinances, building codes or other applicable laws or regulations, the validity of any permits affecting the Premises, compliance of the Premises with any permits affecting the Premises, the condition, fitness or structural soundness of the Premises, the existence or non-existence of hazardous material, lead paint or radon gas at the Premises, the acreage or boundaries of the Premises, title to the Premises, the validity of any lease affecting the Premises, or any other matter. The Premises are conveyed, and the Buyer accepts the Premises "AS IS" and "WHERE IS" and "WITH ALL FAULTS".

THE SELLER DISCLAIMS ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY OR HABITABILITY, EITHER EXPRESSED OR IMPLIED. THE BUYER AGREES TO TAKE THE WITHIN DESCRIBED PROPERTY "AS IS."

8.03 Buyer shall indemnify and hold Seller harmless from all claims or injuries, however arising, from any defect or potential defect, hidden or otherwise, in the Premises, and further agrees to indemnify and hold Seller harmless from any actions, claims or causes of action by any person whatsoever brought or made after delivery of the Foreclosure Deed.

9. Risk of Loss. Risk of loss to the Premises shall be on Buyer. Buyer acknowledges and agrees that it is Buyer's responsibility and obligation to secure the premises as of the date of this Memorandum. The Buyer shall be responsible for

maintaining insurance coverage on the premises; Seller shall not keep the premises insured against loss for the benefit of Buyer

10. Acceptance of Deed. Acceptance of a Foreclosure Deed by Buyer shall be deemed to be the full performance of every agreement and obligation of Seller.

11. Broker. Buyer represents that no broker or agent has participated in the sale on its behalf and it will indemnify and save the Seller harmless from any demand, claim or suit at law or in equity by any broker or agent claiming through him, including reimbursement or reasonable attorney's fees and court costs.

12. Governing Law. This Agreement is made in and shall be interpreted and enforced under the laws of the State of New Hampshire.

13. Integration. All representations, statements and agreements heretofore made are merged in this Agreement which is the full expression of the parties' obligations, and neither party in entering this Agreement has relied upon any statement or representation not set forth herein.

14. N.H. Rev. Stat. Ann. §477:4 a, c, d, g, h and §485-A:39 Notices:

a. Radon Gas: Radon gas, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or water.

b. Arsenic: Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water. The buyer is encouraged to consult the New Hampshire department of environmental services private well testing recommendations (www.des.nh.gov) to ensure a safe water supply if the subject property is served by a private well."

c. Lead Paint: Before 1977, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present.

d. RSA 477:4-c and d, Water Supply, Sewage Disposal and Insulation: Seller has no information.

e. RSA 477:4-g Methamphetamine Production Site: Seller has no information regarding whether Property was used for methamphetamine production.

f. RSA 485-A:39 Waterfront Property Site Assessment Study: Seller has no information.

g. RSA 477:4-h Public Utility Tariff Pursuant to RSA 374:61: Seller has no information whether Property is subject to a public utility tariff under RSA 374:61.

Dated this _____ day of _____, 2023.

Seller/Mortgagee:

Deborah L. Gadd, Successor Trustee
of the Carl L. Harrison Revocable Trust
By its Attorney-in-Fact,
Lefavor Folio, LLC,
By:

Witness

Wally F. Lefavor, Jr., Manager

Buyer

Witness

Witness