

NOTICE OF FORECLOSURE SALE

Pursuant to a power of sale contained in a certain mortgage given by The Mountain Realty LLC (“the Mortgagor”) to Salem Five Cents Savings Bank, dated July 24, 2018, and recorded in the Cheshire County Registry of Deeds at Book 3038, Page 497, as amended by Amendment and Ratification of Mortgage Deed, Security Agreement and Assignment dated February 1, 2019, and recorded in said Registry at Book 3094, Page 701 (collectively the "Mortgage"), which mortgage is held by Salem Five Cents Savings Bank, the present holder of said Mortgage (the “Mortgagee”), 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

June 30, 2023

at

2:00 PM

Said sale being located on the mortgaged premises having an address of **14 Water Street, Marlborough, Cheshire County, New Hampshire**. The premises are more particularly described in the Mortgage.

For mortgagor's title see deed recorded with the Cheshire County Registry of Deeds in Book 2943, Page 1079.

NOTICE

To the Mortgagor and any and all persons, firms, corporation or others claiming by, from or under them: 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.

For Service of Process, Mortgagee’s agent is John L. Arnold, Esquire, Orr & Reno, P.A. whose address is 45 S. Main Street, P.O. Box 3550, Concord, NH 03302.

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.

The mortgaged premises will be sold subject to all unpaid real estate taxes and all other liens and encumbrances which take 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 mortgaged premises involved as of the date of the notice of the date of sale. The property to be sold at the sale is "AS IS WHERE IS" in all respects, including, but not limited to, the physical condition of the premises and the rights, if any, of any occupants of the premises.

TERMS OF SALE

A deposit of Twenty Thousand (\$20,000.00) 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 forty-five (45) 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 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.

DATED this _____ day of _____, 2023.

SALEM FIVE CENTS SAVINGS BANK
By Its Attorneys,
Orr & Reno, P.A.
John L. Arnold, Esquire
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Concord, NH 03302
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