

NOTICE OF FORECLOSURE AND SECURED PARTY SALE

Pursuant to the power of sale contained in: (1) a certain Mortgage Deed, Security Agreement, Assignment of Leases and Rents, and Financing Statement granted by **NEWCO, LLC** (the "Mortgagor") to **YAGER FAMILY MANAGMENT, LLC** (the "Mortgagee"), dated March 8, 2018 and recorded with the Grafton County (N.H.) Registry of Deeds (the "Registry") in Book 4347, Page 0454 (the "First Mortgage") and (2) a certain Second Mortgage Deed, Security Agreement, Assignment of Leases and Rents, and Financing Statement from Mortgagor to Mortgagee, dated June 19, 2018 and recorded with the Registry in Book 4368, Page 0809 (the "Second Mortgage" and together with the First Mortgage, the "Mortgages"), and pursuant to UCC rights of disposition granted under the Mortgages and perfected lien filed in connection therewith, the Mortgagee, the holder of said Mortgages, in execution of its power of sale for breach of the conditions of the Mortgages and other loan documents secured thereby and its rights under N.H. RSA 479:25 and N.H. RSA 382-A:9-610, shall foreclose upon and sell the real property and improvements described in the Mortgages that remain unreleased by the Mortgagee and as more particularly described herein (the "Mortgaged Premises") and all personal property as more particularly described herein, at **Public Auction at 11:00 a.m. on July 25, 2023, at the portion of the Mortgaged Premises located at 123B Woodland Loop, Lincoln, New Hampshire.**

Mortgaged Premises

Tract One (Forest Woods Condominium Units): Three condominium units in Forest Woods at Loon Mountain Condominium, located in the Town of Lincoln, Grafton County, State of New Hampshire, said Condominium having been established pursuant to N.H. R.S.A. 356-B by a Declaration of Condominium dated February 11, 2005, and recorded in the Grafton County Registry of Deeds at Book 3107, Page 347. (Said Declaration, as amended from time to time hereafter, shall hereinafter be referred to as the "Declaration"). Capitalized terms not defined within this section shall have the same meaning as ascribed in the Declaration.

The units conveyed hereby are more particularly described as follows:

Unit No. 41, having an address of 123B Woodland Loop, Lincoln, New Hampshire 03251;

Unit No. 53, having an address of 111B Woodland Loop, Lincoln, New Hampshire 03251; and

Unit No. 54, having an address of 111 A Woodland Loop, Lincoln, New Hampshire 03251 (collectively, the "Units").

The Units being described in the Declaration and as shown on a site plan entitled, "Condominium Site Plan of Forest Woods Condominium, Lincoln, New Hampshire

Grafton County Tax Map 4 Parcel 4," prepared by Kellogg Surveying & Mapping, Inc., dated September 2004 and recorded in the Grafton County Registry of Deeds as Plan No. 11743, and floor plan entitled, "Forest Woods at Loon Mountain Condominium," prepared by Alan H. Yeaton, PA dated January 2005, and recorded with the Grafton County Registry of Deeds as Plan No. 11744, and any subsequent plans that may be recorded from time to time.

Said Units are conveyed together with an undivided interest in the Common Areas and facilities appurtenant to said Unit as provided in the Declaration, together with the right to use the same in common with others entitled thereto, and is conveyed subject to the provisions of the Declaration and By-Laws and the Rules and Regulations adopted thereunder, including without limitation, any remaining reserved rights of the Declarant to convert certain Convertible Land within the Condominium and to build additional Units thereon, all as described in the Declaration. Such By-Laws and the Rules and Regulations in force as of this date were recorded at the Grafton County Registry of Deeds as Exhibits to the aforesaid Declaration.

This conveyance is made subject to and is granted together with the following:

1. The provisions, terms, conditions, restrictions, obligations, covenants and easements contained in the Declaration and in the By-laws recorded as an exhibit thereto, as such By-laws may be lawfully amended;
2. The provisions, terms and conditions contained in a Declaration of Covenants, Restrictions, Easements, Charges and Liens for Forest Ridge Community, dated November 16, 1988, recorded in the Grafton County Registry of Deeds at Book 1773, Page 971, as it may be lawfully amended;
3. The provisions of N.H. R.S.A. 356-B;
4. All rights of way, easements, covenants, conditions and restrictions of record;
5. Unpaid real estate taxes for the current tax year.

Tract Two (Forest Woods Declarant's Rights): All right, title and interest, as may remain, of the Declarant, or successor Declarant, under the Declaration of Forest Woods at Loon Mountain Condominium dated February 1, 2005, and recorded in the Grafton County Registry of Deeds at Book 3107, Page 347, as the same may be amended.

Tract Three (Forest Gardens Condominium Units): Forty-eight condominium units in the Forest Gardens Condominium, located in the Town of Lincoln,

Grafton County, State of New Hampshire, said Condominium having been established pursuant to N.H. R.S.A. 356-B by a Declaration of Condominium dated February 2, 2006, and recorded in the Grafton County Registry of Deeds at Book 3246, Page 820. (Said Declaration, as amended from time to time, shall hereinafter be referred to as the "Declaration").

The units conveyed hereby are more particularly described as follows: **Units 25-72**, inclusive being situated on Woodland Loop, Lincoln, New Hampshire 03251, being described in the Declaration and as shown on a site plan entitled, "Condominium Site Plan of Forest Gardens Condominium, Lincoln, New Hampshire Grafton County Tax Map 4 Parcel 4," prepared by Kellogg Surveying & Mapping, Inc., dated December 2005 and recorded in the Grafton County Registry of Deeds as Plan No. 12175, being updated by Plan No. 12810, and floor plans entitled, "Forest Gardens Condominium", prepared by Alan H. Yeaton, PA dated January 3, 2006, and recorded with the Grafton County Registry of Deeds as Plan Nos. 12176 and 12177, and any subsequent plans that may be recorded from time to time.

Said units are hereby conveyed together with an undivided interest in the Common Areas and facilities appurtenant to said unit as provided in the Declaration, together with the right to use the same in common with others entitled thereto, and is conveyed subject to the provisions of the Declaration and By-Laws and the Rules and Regulations adopted thereunder, including without limitation, the grantors' reserved right to convert certain Convertible Land within the Condominium and to build additional Units thereon, all as described in the Condominium Declaration. Such By-Laws and the Rules and Regulations in force as of this date were recorded at the Grafton County Registry of Deeds as Exhibits to the aforesaid Declaration of Condominium.

This conveyance is made subject to and is granted together with the benefits of the following:

1. The provisions, terms, conditions, restrictions, obligations, covenants and easements contained in the Declaration and in the By-laws recorded as an exhibit thereto, as such By-laws may be lawfully amended;
2. The provisions, terms and conditions contained in a Declaration of Covenants, Restrictions, Easements, Charges and Liens for Forest Ridge Community, dated November 16, 1988, recorded in the Grafton County Registry of Deeds at Book 1773, Page 971, as amended at Book 2059, Page 727, as it may be lawfully amended, and subject to the rights in common with others for the use of the Common Property(ies) as set forth in said Declaration.

3. Wetlands and Non-Site Specific Permit 2005-01103 recorded with the Grafton County Registry of Deeds at Book 3217, Page 612 as modified by Permit recorded with the Grafton County Registry of Deeds at Book 3241, Page 029;
4. The provisions of N.H. R.S.A. 356-B;
5. All rights of way, easements, covenants, conditions and restrictions of record;
6. Unpaid real estate taxes for the current tax year.

Tract Four (Forest Gardens Declarant's Rights): All right, title and interest, as may remain, of the Declarant, or successor Declarant, under the Declaration of Forest Gardens Condominium dated February 2, 2006, and recorded in the Grafton County Registry of Deeds at Book 3246, Page 820, as the same may be amended.

In the event of any typographical errors in the publication of this notice, the legal description in exhibit A in the Mortgages, subject to any conveyances of record in the Registry, shall control.

There is included in the sale of the Mortgaged Premises (i) all right, title and interest of Mortgagor in and to all buildings, structures and improvements situated on the Mortgaged Premises, (ii) all right, title and interest of the Mortgagor in and to all fixtures situated on the Mortgaged Premises to the extent the same are part of the realty, and (iii) all right, title and interest of the Mortgagor in and to all rents, issues, profits and proceeds derived from the operation of the Mortgaged Premises and buildings, structures and improvements.

There shall be sold, together with the Mortgaged Premises, all other collateral (the "Collateral") conveyed to the Mortgagee as may have been conveyed to it by the Mortgages; the Collateral Assignment of Declarant's Rights recorded in the Registry at Book 4347, Page 471, as amended by the Amendment to Collateral Assignment of Declarant's Rights recorded in the Registry at Book 4368, Page 824; the Collateral Assignment of Rents, Leases and Contracts recorded in the Registry at Book 4347, Page 0463, as amended by the Amendment to Collateral Assignment of Rents, Leases and Contracts recorded in the Registry at Book 4368, Page 0818; those Uniform Commercial Code Financing Statements recording in the Registry at Book 4347, Page 0478 and Book 4787, Page 186 and filed with the New Hampshire Department of State at File Nos. 1803130000090 and 2302060000959.

The Mortgaged Premises and any Collateral will be sold and conveyed subject to any and all valid superior or prior liens on said Mortgaged Premises and/or any collateral, if any there be, including liens, encumbrances, attachments, levies, unpaid taxes, tax titles, mortgages, security interests, occupancies, leases, tenancies, municipal charges, federal, state, district and municipal taxes, liens and assessments, rights of way restrictions, easements and covenants, to the extent in force and applicable to the Mortgaged Premises and/or any Collateral.

Any Collateral will be sold together with and not separately from the Mortgaged Premises.

THE MORTGAGED PREMISES AND ANY INCLUDED COLLATERAL WILL BE OFFERED AND SOLD "AS IS," AND "WHERE IS" AND WITH ALL FAULTS, LATENT OR PATENT, AND WITHOUT ANY WARRANTIES OR REPRESENTATIONS WHETHER EXPRESS, IMPLIED OR IMPOSED BY OPERATION OF LAW AND SUBJECT TO ALL PRIOR ENCUMBRANCES. To the extent the Mortgaged Premises and the transfer hereunder includes fixtures or other personal property, then all such items shall be conveyed "AS IS," AND "WHERE IS." THE MORTGAGEE EXPRESSLY DISCLAIMS ALL WARRANTIES OF THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

To the Mortgagor and any and all persons, firms, corporations or others claiming by, from or under them: **YOU ARE HEREBY NOTIFIED THAT YOU HAVE THE 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.** Failure to institute such petition and complete such service upon the Mortgagee or its agent conducting the sale prior to the sale shall thereafter bar any action or right of action of the Mortgagor based on the validity of the foreclosure.

TERMS OF SALE. A deposit of One Hundred Thousand Dollars (\$100,000.00) is to be paid by the successful bidder at the time and place of sale as a non-refundable earnest money deposit to be held at the option of Mortgagee as liquidated damages for any default or breach by the successful bidder. Within three (3) business days after the sale an additional deposit shall be paid by the successful bidder sufficient to bring the aggregate deposit up to an amount equal to five (5%) percent of the sale price. Each deposit shall be paid by the successful bidder to Sheehan Phinney Bass & Green, PA ("Escrow Agent"), by certified or bank cashier's check or other form of payment acceptable to Mortgagee, and held subject to the terms of a Memorandum of Sale (the "Memorandum") to be executed at the sale unless otherwise announced at the sale. The balance of the purchase price is to be paid within thirty (30) days from the date of sale, together with 100% of all real estate transfer taxes thereon. TIME WILL BE OF THE ESSENCE. The Mortgagee expressly reserves, in addition to its right to retain any deposit, all rights at law and equity to enforce or recover damages with respect to any breach of the Memorandum. Unless otherwise provided in the Memorandum, all additional terms and conditions announced at the sale by Mortgagee or its agents shall be deemed incorporated in the Memorandum.

RESERVATION OF RIGHTS: Mortgagee reserves the right, in its sole discretion, (i) to suspend, postpone, or continue the sale to such subsequent date or dates as the Mortgagee may deem necessary or desirable; (ii) to bid upon and purchase the Mortgaged Premises and Collateral; (iii) to reject any and all bids for the Mortgaged Premises and Collateral, for any reason; (iv) to accept contingent backup bids, without in any way limiting Mortgagee's right to retain the deposit of a non-closing or otherwise defaulting successful bidder; (v) to waive reading this Notice or any portion thereof at the sale; and (vi) to amend the terms of sale set forth herein by announcement,

written or oral, made before or during the sale, with any such amendment to be binding on all bidders.

Other terms, if any, will be announced at the sale.

Prospective bidders should contact James R. St. Jean Auctioneers, 45 Exeter Road, P.O. Box 400, Epping, NH 03042 at (603) 734-4348 or www.jsjauctions.com for further information.

YAGER FAMILY MANAGEMENT, LLC
Present holder of such Mortgages
By its Attorney,

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