

**THE STATE OF NEW HAMPSHIRE  
JUDICIAL BRANCH**

Court Name: **8<sup>th</sup> Circuit—Probate Division—Keene**  
Case Name: **Estate of Clarence John Carson**  
Case Number: **313-2022-ET-00413**

**NOTICE OF SALE OF REAL ESTATE**

The undersigned, **Susan R. Abert, Esq.** and **Samuel A. Carson** (the “Administrators”) were appointed Co-Administrators of the **Estate of Clarence John Carson, 8<sup>th</sup> Circuit—Probate Division—Keene, Case Number 313-2022-ET-00413**, on September 27, 2022. Reference is made to a Motion and License to Sell Real Estate to Pay Demands granted by the Court on August 18, 2023; and deed from ICG Lending, LLC to Clarence John Carson dated September 23, 2019 and recorded at Volume 3081, Page 818 of the Cheshire County Registry of Deeds.

By virtue of the Power of Sale contained in said Motion and License to Sell Real Estate to Pay Demands, the Administrators will sell at **PUBLIC AUCTION** the following premises described in said License to Sell Real Estate (the "Premises").

**THE PREMISES TO BE SOLD:** Land and buildings located at **8 Linda Drive, Hinsdale, Cheshire County, New Hampshire**. The premises are more particularly described in the deed from ICG Lending, LLC to Clarence John Carson dated September 23, 2019 and recorded at Volume 3081, Page 818 of the Cheshire County Registry of Deeds.

**DATE, TIME AND PLACE OF SALE: THE SALE SHALL BE HELD ON SEPTEMBER 27, 2023 AT 11:00 A.M. PREVAILING LOCAL TIME, ON THE PREMISES AT 8 LINDA DRIVE, HINSDALE, CHESHIRE COUNTY, NEW HAMPSHIRE.**

**TERMS OF SALE:** The Premises will be sold without warranties or representations of any kind or manner, subject to all applicable rules, regulations, statutes and ordinances of public authorities having jurisdiction and subject to all unpaid taxes and other municipal assessments and liens therefore and all other liens, easements, rights, and encumbrances of any and every nature, whether or not of record, and subject to any existing tenants, tenancies, or persons in possession. Notwithstanding any title information contained in this Notice, the Administrator expressly disclaims any representations as to the state of title to the Premises as of the date of this notice or of the date of sale. The Premises shall be sold "AS IS" and "WHERE IS" with all faults, latent or patent and subject to all encumbrances and the Administrator makes and shall make no warranties or representations of any kind in connection with the Premises. In particular, and without limiting the foregoing, the Administrator makes no representations or warranties with respect to the accuracy of any statement as to the boundaries, acreage, frontage or other matters contained in the description of the Premises contained in the deed recorded at Volume 3081, Page 818 or otherwise, regarding the future or present use or occupation of the Premises, the condition of the Premises, title to the Premises, or any other matter. All warranties of merchantability or fitness for a particular purpose

are and shall be disclaimed. The Administrator expressly disclaims all warranties regarding any fixtures or personalty. The Premises is being sold subject to and with any and all environmental contamination; any and all environmental contamination on the Premises shall be the liability and responsibility of the purchasing party, and the Administrator expressly disclaims any liability or responsibility for any and all environmental contamination on the Premises. Reference is made to a Notice of Groundwater Management Permit recorded January 26, 2021 in Volume 3147, Page 1382 of the Cheshire County Registry of Deeds. The Premises is presently occupied by tenants. The removal of said tenants, if desired, is the responsibility of the purchasing party; the Administrator expressly disclaims any responsibility for any legal action regarding said tenants.

In order to qualify to bid at the foreclosure sale, an interested person must present to the Administrator or its agent at the time of sale a deposit of **Five Thousand (\$5,000.00) Dollars** in cash or by certified check, cashier's or treasurer's check or bank draft ("Satisfactory Funds") or such other form acceptable to Administrator in its sole discretion. Deposits of unsuccessful bidders shall be returned at the conclusion of the public auction. Conveyance of the premises, or an agreed portion thereof, shall be by fiduciary deed.

The successful bidder will be responsible for paying all transfer taxes due by reason of this sale or the fiduciary deed given pursuant to this sale. The successful bidder shall be required to sign a Memorandum of Sale at the conclusion of the public auction and must pay the balance of the bid price in full in Satisfactory Funds upon tender of Administrator's fiduciary deed at the closing to be held at the office of the Administrator in Keene, New Hampshire, within forty-five (45) days of the sale, time being of the essence. The successful bidder will be responsible for payment of a 7.5% buyer's premium, payable to JSJ Auctions, LLC, at the closing. If any successful bidder fails to complete the purchase in a timely manner, the Administrator reserves the right to retain the deposit in full as a result of the bidder's failure to perform. The Administrator shall not be required to deliver to the successful bidder anything other than: (i) a statutory form fiduciary deed; and (ii) a declaration of consideration as required by the New Hampshire Department of Revenue, at closing.

**RESERVATION OF RIGHTS:** The Administrator reserves the right to (1) cancel or continue the sale to such subsequent date or dates as the Administrator may deem necessary or desirable, (2) reject any and all bids for the Premises; (3) offer the mortgaged premises to the second highest bidder, and (4) amend the terms of sale set forth herein by announcement, written or oral, made before or during the auction; and any such changes or amendments shall be binding on all bidders.

**FURTHER INFORMATION:** Prospective bidders should contact James St. Jean Auctioneers, 45 Exeter Road, PO Box 400, Epping, NH 03042 at (603)-734-4348; [www.jsjauctions.com](http://www.jsjauctions.com) for further information.

Dated this \_\_\_\_ day of August, 2023.

By: \_\_\_\_\_  
Susan R. Abert, Esquire

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Co-Administrator  
Estate of Clarence John Carson

By: \_\_\_\_\_  
Samuel A. Carson  
Co-Administrator  
Estate of Clarence John Carson