

MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY

By virtue of a Power of Sale contained in a certain mortgage given by James Cayton ("the Mortgagor") to William Churchill Heselton, ("the Mortgagee"), dated April 7, 2011 and recorded in the Merrimack County Registry of Deeds in Book 3251, Page 404, (the "Mortgage"), the present holder of said Mortgage pursuant to, and in execution of said power and for breach of conditions in said Mortgage deed, and for the purpose of foreclosing the same will sell on the mortgaged premises, 190 West Road in Bradford, Merrimack County, New Hampshire at PUBLIC AUCTION on November 1, 2023 at 11:00 AM, all of said holder's right, title, and interest in and to the real estate described in said Mortgage deed. 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. FAILURE TO INSTITUTE SUCH PETITION AND COMPLETE SERVICE UPON THE FORECLOSING PARTY, OR HIS, HER OR ITS AGENT, CONDUCTING THE SALE PRIOR TO SALE SHALL THERAFTER BAR ANY ACTION OR RIGHT OF ACTION OF THE MORTGAGOR BASED ON THE VALIDITY OF THE FORECLOSURE. The name and address of the agent for the Mortgagee, for service of process is Randall L. Clark, Esq, PO Box 627, Newport, New Hampshire, 03773. You can contact the New Hampshire Banking Department by e-mail at nhbd@banking.nh.gov. 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 New Hampshire Banking Department is located at 53 Regional Drive, Suite 200, Concord, New Hampshire, and its telephone number is (603) 271-3561. The Property will be sold subject to all unpaid real estate taxes and all other liens and encumbrances which may be 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. The property to be sold at the sale is "AS IS WHERE IS". TERMS OF SALE A deposit of Five Thousand (\$5,000.00) 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 wire transfer, 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. William Churchill Heselton, by its Attorney, Law Offices of Work and Clark, PLLC, PO Box 627 Newport, New Hampshire, 03773 (603) 863-3337.