

Legal Notice

NOTICE OF MORTGAGEE'S SALE

By virtue of a statutory power of sale contained in a certain Mortgage and Security Agreement (the "Mortgage") granted by **Seagull Motel at Hampton Beach Corp.**, a New Hampshire corporation of 84 W. Broadway, Ste. 200, Derry, NH 03038 (the "Mortgagor") to **Cornerstone Commercial Capital, Inc.**, of 726 Chestnut Street, Manchester, NH 03104 (the "Mortgagee"), which Mortgage is dated July 28, 2022, and recorded at the Rockingham County Registry of Deeds in Book 6427, Page 790 on July 28, 2022, **Cornerstone Commercial Capital, Inc.**, the present holder of said Mortgage, in execution of said power, for breach of conditions contained in said Mortgage, and for the purpose of foreclosing the same, will sell at

Public Auction

on **Friday, March 1, 2024**

at **3:00 p.m.**, local time,

on the Mortgaged Premises, the real estate known as **419 Ocean Blvd., Town of Hampton, County of Rockingham, NH 03842, known as the "Seagull Motel"**, located at 419 Ocean Boulevard, Hampton, County of Rockingham, NH 03842, all as more particularly described in said above-referenced Mortgage (the "Mortgaged Premises").

TERMS OF SALE: The Premises will be sold subject to all unpaid real estate taxes and municipal assessments and all other liens and encumbrances which may be entitled to precedence over the Mortgage. A deposit of Fifty Thousand (\$50,000.00) Dollars in the form of cash, a certified check, bank treasurer's check or other funds satisfactory to Mortgagee will be required to be delivered at or before the time a bid is offered. The successful bidder 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 on or before forty-five (45) days from date of auction sale. If the successful bidder fails to complete the purchase of the Mortgaged Premises by that date, Mortgagee may retain the \$50,000.00 deposit as liquidated damages resulting from the successful bidder's failure to perform. Conveyance of the Mortgaged Premises shall be by foreclosure deed to be delivered to the successful bidder upon the mortgagee's receipt of the balance of the purchase price. The description of the Premises contained in said Mortgage shall control in the event of an error in this publication. The premises shall also be sold subject to tenants-in-possession and said rental agreements and leases as are then current.

ECLUSION OF WARRANTIES:

Except for warranties arising by operation of law, the conveyance of the Mortgaged Premises will be made by the Mortgagee and accepted by the successful bidder without any other expressed or implied representations or warranties whatsoever. Said premises will be sold "AS IS AND WHERE IS", without any warranty or guaranty of any kind regarding the physical condition of the premises or title to the premises. Notwithstanding any title information contained in this notice, the Mortgage expressly disclaims any representations as to the state of the title to the Premises involved as of the date of the notice of the date of sale.

RESERVATION OF RIGHTS: The Mortgagee reserves the right to (i) cancel or continue the foreclosure sale to such later date as the Mortgagee may deem desirable; (ii) bid upon and purchase the Mortgaged Premises at the Foreclosure Sale; (iii) not deliver the foreclosure deed to the successful bidder, but instead, return the successful bidders deposit, and by so doing, cancel the foreclosure sale; or (iv) amend or change the Terms of Sale set forth herein by announcement written or oral, made before or during the Foreclosure Sale and such changes or amendment(s) shall be binding on all bidders.

NOTICE TO MORTGAGOR AND ANY PERSON CLAIMING UNDER SAME:

PURSUANT TO NHRSA 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 BOND AS THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORECLOSURE SALE.

You have the right to bring a court action to assert the non-existence of the default or any other defense you may have to acceleration and sale. Failure to institute such petition and complete service upon the foreclosing party, or his or her agent, conducting the sale prior to sale shall thereafter bar any action or right of action of the mortgagor based on the validity of the foreclosure.

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 original mortgage instrument may be examined at 24 Eastman Avenue, Bedford, New Hampshire, 03110 with all requests directed to Attorney Andrew H. Sullivan at (603)644-5291 during regular business hours.

Service of Legal Process on Mortgagee maybe made with agent, Andrew H. Sullivan, Esq. at 24 Eastman Avenue, Bedford, NH 03110.

Dated at Bedford, New Hampshire this ____ day of January 2024.

Cornerstone Commercial Capital, Inc.

By its attorney:

Andrew H. Sullivan, Esq.
The Law Office of Andrew H. Sullivan
24 Eastman Ave.
Bedford, New Hampshire 03110
Tel. (603) 644-5291

(UL- February 7, 15, & 22, 2024)