

ID#24-113 · We have been retained by the City of Concord to sell at PUBLIC AUCTION these (6) properties which were acquired by Tax Collector's Deed. These properties appeal to first time buyers, investors and abutters!

# SALE # 1: 5 Lake Street (Tax Map 393, Lot Z-7)



Conventional style home located on a 0.23  $\pm$  acre lot offering 2,297  $\pm$  SF GLA, 10 RMS, 5 BR, & 2 BA  $\cdot$ 1900 built 1 ½ story home fea-tures include farmers porch, attached 1-car garage, wood clap-board siding, deck to rear, and FHW/Gas heat · Served by public water and sewer · Assessed value: \$332,100. 2023 Taxes: \$8,920. **DEPOSIT: \$5,000** 

**SALE # 3: 216 Pembroke Road (Tax Map 622, Lot Z-8)** 1972 Manufactured home located on a 0.85<sup>±</sup> acre lot just off Rt. 106 · Home consists of 876<sup>±</sup> SF GLA, 4 RMS, 2 BR, & 1 BA · Features include front deck, rear porch, detached garage, and FHA/Oil heat · Served by public water and sewer · Assessed value: \$134,300. 2023 Taxes: \$3,607. DEPOSIT: \$5,000



## SALE # 2: 59 Hobart Street

(Tax Map 201, Lot P-54) Vacant 0.22± acre lot located in a nice neighborhood just off Rt. 3. Lot is cleared and flat, and is served by public water and sewer
Assessed value: \$82,900. 2023 Taxes: \$2,416. DEPOSIT: \$5,000



SALE # 4: 69 Manchester St, #7 (Tax Map 781, Lot Z-5-7)

1995 built Manufactured home located in mobile home park just off Rt. 3 close to I-93 · Home offers 924± SF GLA, 4 RMS, 2 BR, & 2 BA · Features include vi-

nyl siding, paved parking, & FHA/Oil heat · Served by public water & sewer · Assessed value: \$53,100. 2023 Taxes: \$1,426. Park rent \$375/month **DEPOSIT: \$2,500** 



SALE # 5: 13 Monarch Drive (Tax Map 301, Lot Z-27-88)

1980 built manufactured home located in Concord Terrace MHP. Home offers 784 ± SF GLA, 4 RMS, 2 BR, & 1 BA · Features include detached shed, side deck, paved parking & FHA/Oil Heat · Assessed value: \$15,200. 2023 Taxes: \$408.Parkrent\$545/month.**DEPOSIT:\$2,500** 



#### SALE #6: 20 Rex Drive (Tax Map 301, Lot Z-27-28)

1976 built manufactured home located in Concord Terrace MHP. Home offers 840± SF GLA, 4 RMS, 2 BR, & 1 BA. · Features include detached shed, front deck, enclosed porch and FHA/Oil Heat · Assessed value: \$14,100. 2023 taxes: \$379. Park rent \$545/month. DEPOSIT: \$2,500



# 7.5% BUYERS PREMIUM PAYABLE TO AUCTIONEER DUE AT CLOSING

Auctioneer's Note: Some properties are occupied, the City of Concord will take no steps to remove occupants. Eviction process will be the responsibility of the successful buyers.

TERMS: Non-refundable deposits by cash, certified check, bank check, or other form of payment acceptable to the City of Concord at time of sale, balance due within 30 days. SALES ARE SUBJECT TO CITY CONFIRMATION. THE CITY OF CONCORD RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS. Conveyance by Quitclaim Deed. All properties sold "as is, where is" subject to all outstanding liens, if any. Other terms may be announced at time of sale.

All information herein is believed but not warranted to be correct. All interested parties are advised to do their own due diligence relative to the buildability/non-buildability of any lot and all matters they deem relevant.

PLOT PLANS, PHOTOS, BROCHURE, AND MORE DETAILS ARE AVAILABLE ON OUR WEBSITE







45 Exeter Road, Epping, NH 03042, NH Lic. #2279 603-734-4348 • www.jsjauctions.com

# AGREEMENT AND DEPOSIT RECEIPT

**THIS AGREEMENT** made this <u>26</u> day of January, 2024 by and between the City of Concord, a municipal corporation organized under the laws of the State of New Hampshire, having a principal place of business at 41 Green Street, Concord, New Hampshire, 03301 (hereinafter referred to as the SELLER) AND the BUYER,

having an address of \_\_\_\_\_

If mailing address is different please state: \_\_\_\_\_

WITNESSETH: The SELLER agrees to sell and convey, and the BUYER agrees to buy:

#### **PROPERTY DESCRIPTION:**

SELLER'S right, title and interest in certain land with the buildings and improvements thereon, if any, located in Concord, Merrimack County, New Hampshire, known as:

<u>SELLING</u>	PRICE, DEPOSIT AND PAYMENT	<u>Г:</u>	
The selling payable as f	price is follows:	(\$	)
A. The	BUYER's deposit, the receipt of which (\$) for the hom	h is hereby acknowledged, in the sum ne; lot to be held in escrow by Seller	
B. The	balance of the selling price in the amo	unt of	

Shall be paid on the date of transfer of title, by cash or certified bank check

In the event there is any dispute relative to the deposit monies held in Escrow, the SELLER may, in its sole discretion, pay said monies into the Clerk of the Court of proper jurisdiction in an Action of Interpleader and provide each party with notice thereof at the address stated herein. Should for any reason the funds for the deposit be returned as insufficient, then at the option of the Seller, this contract shall be null and void and the parties shall have no further recourse with regards to this Agreement.

**BUYER'S PREMIUM DUE AUCTIONEER:** The selling price does not include the BUYER's premium of seven and one half (7.5%) percent of the purchase price, due to the Auctioneer at closing. BUYER'S premium is calculated as follows:

Selling Price \$\_\_\_\_\_\_@ 7.5% = \_\_\_\_\_.

Payment of such an amount by the BUYER in accordance with the previous sentence, by cash or certified bank check, at closing is a prior condition of the SELLER'S obligation to convey title. This BUYER's premium is in addition to the purchase price and is payable directly to the Auctioneer.

**<u>DEED</u>**: The SELLER agrees to furnish, at its own expense, a duly executed Quitclaim Deed of the property.

**POSSESSION AND TITLE:** The property is sold in its **"AS IS, WHERE IS"** condition without any warranty as to its condition whatsoever, subject to all tenants and rights of use or possession, outstanding municipal charges for sewer, water or betterment assessments/connection charges for the same and other matters of record, if any, including State and Federal tax liens having priority over the Town's tax lien or title.

**TRANSFER OF TITLE:** The transfer of title shall occur within thirty (30) days from the date of this Agreement, TIME BEING OF THE ESSENCE, at the Concord City Hall, Collections Office located at 41 Green Street, Concord, New Hampshire or at any other place to be mutually agreed upon by the parties.

**<u>TITLE:</u>** If the BUYER desires an examination of title, BUYER shall pay the cost thereof. BUYER acknowledges that title be transferred by Quitclaim Deed and BUYER'S title shall be subject to matters of record and as described in the section entitles POSSESSION AND TITLE above.

**LIQUIDATED DAMAGES:** If the BUYER shall default in the performance of his/her obligations under this Agreement, the amount of the deposit and any additional deposit given by BUYER may, at the option of the SELLER, become the property of the SELLER as reasonable liquidated damages. Further, all of the BUYER'S right and interest in and to the Agreement shall, without notice or further consideration, be assigned to SELLER. Upon BUYER'S default or failure to close, SELLER reserves the unqualified right to sell the property to the next highest bidder.

**RADON GAS AND LEAD PAINT NOTIFICATION:** Pursuant to the requirements of New Hampshire RSA 477:4-a, BUYER acknowledges that it has received the following notification.

- (a) "Radon Gas. Radon gas, the product of decay of radioactive material in rock may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or water."
- (b) "Lead Paint. Before 1977, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant woman. Tests are available to determine whether lead is present."

BUYER'S acknowledgements contained in this paragraph shall survive the transfer of title and possession.

**PRIOR STATEMENTS:** All representations, statements, and agreements heretofore made between the parties hereto are merged in this Agreement, which alone fully and completely expresses their respective obligations. This Agreement is entered into by each party after opportunity for investigation, neither party relying on any statements or representation not embodied in this Agreement made by the other or on his behalf. This Agreement shall not be altered or modified except by written agreement signed and dated by both the SELLER and the BUYER.

#### **ADDITIONAL PROVISIONS:**

**WITNESS:** the signatures of the above parties on the dates as noted below.

THE City of Concord	BUYER
By:	By:
Dawn K Enwright, CTC	
Its: City Treasurer/Tax Collector	Its:
	(Title if other than individual)
Duly Authorized	Duly Authorized

Witness

Witness

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#### THE PASQUALE F. ALOSA REVOCABLE TRUST D/B/A ALOSA RENTAL PROPERTIES PO BOX 1182 163 MANCHESTER ST. SUITE 1A CONCORD, NH 03302

Tel: 603-228-8481

Fax: 603-229-0916

Mobile Home Park locations:	69 Manchester St.
	Concord, NH 03301

Current Lot Rent

Lot Rent - \$375.00 per month

#### UTILITIES ARE <u>NOT</u> INCLUDED

All lots have separate water meters by City of Concord

For mobile home sales and/or title transfers, all new owners must complete a Credit Rental Application for Park Approval.

#### \* Our Application Policy and Application Instructions:

All applicants to complete an in-office application as well as an online credit report authorization request. <u>Your email address is required</u>. Applicant pays for credit report online. Cost is estimated at \$42.00 each (this application fee cost is originated by the Credit Service and could change at any time at their discretion).

- 1. APPLICANT MUST RETURN COMPLETED APPLICATION TO OUR OFFICE
- 2. Our office will submit a request to Mysmartmove.com with your email address
- 3. Mysmartmove.com will contact the applicant directly via email requesting your authorization, your information and application fee payment.
- 4. Our office will receive a confirmation when you have completed their request and when the report is ready for our review

Website for credit reports - <u>Mysmartmove.com</u> - Any questions call 1-800-230-9376

Credit Rental Application also includes authorizations for employment verification, previous rental verification and criminal record.

### **APPLICATION FEE:** \$42 each paid by applicant Phone: 228-8481 Fax: 229-0916 ALOSA RENTAL PROPERTIES Office location: 163 Suite 1A Manchester St. PO Box 1182 Concord, NH 03302 Concord, NH 03301 Have you ever applied with us before? Yes or No EMAIL ADDRESS Date Number of Occupants: Adults Children Children's Ages \_\_\_\_\_ (first) (middle int.) (last) Date of Birth \_\_\_\_\_ Soc. Sec. Number \_\_\_\_\_ Name\_\_\_\_ How long at current Curent Address City, State, Zip address Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_ *Co-Applicant* \_\_\_\_\_\_ (separate application must be completed) \_\_\_\_\_ Landlord Landlord Current Landlord\_\_\_\_\_\_Address.\_\_\_\_\_Phone\_\_\_\_\_ Employer Employer How Current Employer Address Phone Long -----Previous Landlord's Phone How Long?\_\_\_\_\_ Number\_\_\_\_\_ Previous Address\_\_\_\_\_ Previous Landlord"s Previous. Landlord Address Work Previous Employer\_\_\_\_\_ How Long?\_\_\_\_ Phone\_\_\_\_\_ Credit References: (Bank or Company) (Address or Phone #) (Bank or Company) (Address or Phone#) Do you have a criminal history? (If yes, list) ..... Have you ever lived or rented at our complexes before?\_\_\_\_\_If yes, list address, apartment number and tenant name

**CREDIT RENTAL APPLICATION & CRIMINAL RECORD** 

I acknowledge that the above information given is true and correct and I authorize Alosa Rental Properties to obtain credit information, a credit report, rental/landlord information, criminal history and to verify the information given above for processing this rental application. This application will be declined without further processing if any information is incorrect, the application is not fully completed or criminal history is found.

#### ALOSA RENTAL PROPERTIES PO Box 1182 163 Manchester St. Suite1A Concord, NH 03301

Telephone(603)-228-8481Fax(603)-229-0916

#### PARK RULES AND REGULATIONS

#### 1. **DEFINITIONS**:

Owner means Alosa Mobile Home Park or Alosa Rental Properties, Mobile Home Park (managers – Salvatore M.Alosa Sr, Salvatore M. Alosa Jr.).

Tenant means any person or persons with ownership of the mobile home located within the mobile home park, and any person or persons residing in the mobile home (whether owner or not) including any guests thereof.

#### 2. <u>RENT:</u>

Rent is due and payable, in advance, on your due date of each month. A late fee of \$10.00 will be charged if any rental payment is more than 10 days overdue.

The current monthly rental rate for the lot is \$375.00 per month. (subject to change at any time upon notice)

- 3. These rules and regulations will be applied uniformly to all tenants. Any variation from these rules and regulations must have the prior written consent of the owner.
- 4. Tenants may not conduct any type of business or service anywhere within the park.
- 5. When a tenant decides to leave the park, he must give 30 days advance notice in writing to the owner.
- 6. If you are considering selling your mobile home, you must notify the park owner. The park owner reserves the right to approve any purchaser of your mobile home as a tenant, prior to the sale of your home. The "park approval" form must be processed and approved prior to any sale.

- 7. Only one family may occupy any mobile home within the park. The office must be notified of any guest staying longer than (1) week or any change in the occupancy of the unit.
- 8. A tenant may not change, alter or add to any mobile home or the mobile home lot within the park without written consent of the park owner. No fences of any type are allowed in our mobile home parks without the prior written consent of the park owner.
- 9. Each tenant has the responsibility to keep lawns and shrubbery neat and the lot in clean condition. If a lot is neglected, the park owner reserves the right to charge the tenant for any costs for cleaning or maintenance to the lot. Prior to incurring any costs, the tenant will received a written warning and be given 7 days to correct the lot condition.
- 10. Tenants are wholly responsible for themselves, their guests and any acts of their children or guests. Any conduct by a tenant or his guest which disturbs the peace and quiet of the other tenants in the park, will be a violation of these rules and regulations. The management requests that each tenant stay in their own yard area.
- 11. Loud parties, radios, TVs, music and musical instruments are not allowed. Public alcoholic intoxication or disturbances of any kind by a tenant or his guest, is not allowed and will be a violation of these rules and regulations. Your neighbors have the right to contact both the police and the landlord to file any complaints against you for disturbing their peace.
- 12. Dogs must be tied at all times and are not allowed to run loose in the park. The SPCA can be called for any dog not leashed. We limit One (1) dog per family. All tenants with pets will keep their pets on their own lots and not let their pets wander onto other lots. This includes cats as well. Tenants must not leave their dogs tied up outside so they continuously bark and disturb the neighbors. If complaints are received about your dog, then it will have to be removed from the premises.
- 13. Small children should be supervised by an adult (18 years or older), when playing outside. They should not be playing in the roadway.

The roadway should be kept clear of all cars, toys, bikes, etc. for other cars to pass easily.

14. The park speed limit is 5 MPH and is strictly enforced.

- 15. The park owner will charge to a tenant any expense or cost incurred arising from the misuse or abuse of the septic system by the tenant. Included in such misuse or abuse will be disposing of paper towels, coffee grinds, diapers, any garbage whatsoever, colored toilet paper, etc., which does not dissolve properly in the septic system.
- 16. Should three (3) complaints be received against any one tenant within a period of six (6) months, that tenant shall be served with a thirty (30) day notice and evicted from the park.

Any notice of a violation of these regulations, must be remedied immediately.

### RULES AND REGULATIONS FOR VEHICLES

- 1. The speed limit within the park is Five (5) miles per hour. The park owner asks that you observe this speed limit or less and avoid needless accidents.
- 2. A maximum of two registered cars or trucks are allowed per mobile home lot. Unregistered vehicles are not allowed at any time within the park. For other registered vehicles, park owner's written consent must be obtained.
- 3. Vehicles must not be parked on lawns or on the side of the road at any time. Vehicles must always be parked in the appropriate parking area.
- 4. No vehicle repairing will be allowed in the park. Snowmobiles or minibikes may not be used in the park.

# PLEASE DO NOT HESITATE TO CONTACT THE OFFICE WITH ANY COMPLAINT OF MISCONDUCT BY ANY TENANT.





