

FORECLOSURE DEED UNDER POWER OF SALE

[419 Ocean Boulevard, Town of Hampton, County of Rockingham, NH 03842]

Cornerstone Commercial Capital, Inc., a New Hampshire corporation, having principal address of 726 Chestnut Street, Manchester, NH 03104, being holder of a mortgage from SEAGULL MOTEL AT HAMPTON BEACH CORP., a New Hampshire corporation (the “Mortgagee”) dated July 28, 2022 and recorded at the Rockingham County Registry of Deeds in Book 6427, Page 790 on July 28, 2022 (the “Mortgage”), by power conferred by said Mortgage and every other power, for \$ _____ paid, for consideration paid, **grants to** _____, of _____, _____ County, _____, New Hampshire, _____, the premises conveyed by the Mortgage to which reference may be made for a more particular metes and bounds description.

IN WITNESS WHEREOF, CORNERSTONE COMMERCIAL CAPITAL, INC.

has caused this Foreclosure Deed to be signed this ____ day of March, 2024.

CORNERSTONE COMMERCIAL CAPITAL, INC.

By: _____
David Wheeler
Title: President, duly authorized

**STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged and signed under oath, before me, the undersigned officer on this ____ day of March, 2024, by David Wheeler, President of Cornerstone Commercial Capital, Inc., identified by his New Hampshire driver's license, to be the same.

/seal/

Notary Public
My Commission Expires:

AFFIDAVIT OF SALE UNDER POWER OF SALE IN MORTGAGE

[419 Ocean Boulevard, Town of Hampton, County of Rockingham 03842]

I, the undersigned, being the duly authorized representative of Cornerstone Commercial Capital, Inc., Grantor in the foregoing deed (“Mortgagee”), on my oath say that the principal and interest and other obligations secured by the mortgage referred to in the foregoing deed were not paid or tendered or performed when due, and that caused to be published a Notice of Foreclosure Sale on February 7, 2024, February 15, 2024 and February 22, 2024, in the Union Leader, a newspaper with general circulation in the City of Manchester, Hillsborough County, State of New Hampshire, a true copy of which is attached hereto as Exhibit A and is hereby incorporated into this Affidavit by reference thereto (“Notice”).

And we further on oath say that in accordance with New Hampshire Revised Statutes Annotated 479:25, the Mortgagee, being also the holder of the promissory note secured by the Mortgage, caused copies of the Notice to be sent on January 31, 2024 by certified mail, return receipt requested to the last known addresses of the parties identified on Exhibit B attached hereto and hereby incorporated in this Affidavit by reference thereto.

And we further on oath say that pursuant to the Notices at the date and time stated therein (March 1, 2024 at 3:00 p.m.), Cornerstone Commercial Capital, Inc., through its agent at the mortgaged premises, continued the foreclosure sale date and time to March 22, 2024 at 3:00 p.m. at the mortgaged premises, and on March 22, 2024 at 3:00 p.m. at the mortgaged premises at public foreclosure auction sold the mortgaged premises described in mortgage dated July 28, 2022 and recorded at the Rockingham County Registry of Deeds in Book 6427, Page 790 on July

28, 2022 (the "Mortgage"), to which both Mortgage and Notice may be referenced for a more particular metes and bounds description, to _____

of _____

for \$ _____, bid by _____

of _____

, being the highest bid made therefore at such auction.

And I further on oath say that, to the best of my knowledge, the Mortgagee, being a corporation, was not in the military or other service of the United States of America at the time of the foreclosure or within nine months prior to the foreclosure or entitled to protection under the terms of the Soldier's and Sailor's Civil Relief Act of 1940.

CORNERSTONE COMMERCIAL CAPITAL, INC.

By: _____
David Wheeler
Title: President, duly authorized

**STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged and signed under oath, before me, the undersigned officer on this ____ day of March, 2024, by David Wheeler, President of Cornerstone Commercial Capital, Inc., identified by his New Hampshire driver's license, to be the same.

/seal/

Notary Public
My Commission Expires:

EXHIBIT B

[419 Ocean Boulevard, Town of Hampton, County of Rockingham 03842]

Seagull Motel at
Hampton Beach Corp.
84 W. Broadway, Ste. 200
Derry, NH 03038

Seagull Motel at
Hampton Beach Corp.
2A Crown Street
Nashua, NH 03060

Seagull Motel at
Hampton Beach Corp.
c/o Atty. Paul English
57 Bay Street
Manchester, NH 03104

John Marino
19 Moose Hollow Lane
Litchfield, NH 03052

Cory Strout
5 Cutler Road
Litchfield, NH 03052-2620

The Town of Hampton
100 Winnacunnet Road
Hampton, NH 03842

Hampton Tax Collector
100 Winnacunnet Road
Hampton, NH 03842

Cornerstone Commercial Capital, Inc.
726 Chestnut Street
Manchester, NH 03104

TERMS OF SALE

[419 Ocean Boulevard, Town of Hampton, County of Rockingham 03842]

MORTGAGEE'S SALE OF REAL ESTATE by **CORNERSTONE COMMERCIAL CAPITAL, INC.**, a New Hampshire corporation, having principal address of 726 Chestnut Street, Manchester, NH 03104, being holder of a mortgage from **SEAGULL MOTEL AT HAMPTON BEACH CORP.**, a New Hampshire corporation (the "Mortgagee") dated July 28, 2022, and recorded at the Rockingham County Registry of Deeds in Book 6427, Page 790 on July 28, 2022.

FIRST: Anyone wishing to bid must first deposit with auctioneer/attorney conducting sale \$50,000.00 in form acceptable to auctioneer/ attorney to register as a bidder. Unsuccessful bidders will have their deposit returned to him after the auction is finished.

SECOND: The successful bidder will be required to execute a written purchase and sale agreement or memorandum of sale immediately after the close of the bidding.

THIRD: A non-refundable deposit of FIFTY THOUSAND DOLLARS (\$50,000.00) by certified check, treasurer's check, cashier's check, or other funds acceptable to the mortgagee will be required of the successful bidder immediately after the foreclosure sale.

FOURTH: The balance of the purchase price shall be paid in full by certified check or other immediately available funds acceptable to the Mortgagee upon the delivery of a foreclosure deed within Forty-Five (45) days after the date of the foreclosure sale, **TIME BEING OF THE ESSENCE.**

FIFTH: If the successful bidder fails to complete the purchase of the premises in accordance with the above conditions, then the Mortgagee will be entitled to retain the entire deposit in full as liquidated damages resulting from the successful bidder's failure to perform.

SIXTH: THE PREMISES WILL BE SOLD "AS IS, WHERE IS", AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE, and subject to any prior mortgages, taxes, attachments, liens, and all other encumbrances and rights, title or interest whatsoever, which have precedence over the above mentioned mortgage deed, and subject to any existing tenants, tenancies or persons in possession.

SEVENTH: Said premises will be sold by virtue of and in execution of the Power of Sale contained in said mortgage deed, and by virtue and in execution of every other power, for condition broken and to satisfy the amounts due under said mortgage deed and to foreclose the rights of said mortgagee and all other persons to redeem said mortgage deed.

EIGHTH: The premises shall be conveyed subject to any tenants in occupancy and subject to any leases, if any, affecting said premises.

NINTH: Said premises shall be sold and conveyed without representation or warranty as to its condition, construction, or fitness for habitation, or whether it conforms to applicable state or local building, zoning, and sanitary code.

TENTH: Mortgagee reserves the right to not produce a foreclosure deed, nor close on the transfer of the foreclosed property, and if it so elects, to then return the deposit, and if so returned, neither party shall have any recourse or obligation under this agreement.

ELEVENTH: The successful bidder shall pay all expenses of recording and tax transfer stamps (both buyer and seller sides) due to the state of New Hampshire for the recording of the Foreclosure Deed Under Power of Sale.

TWELFTH: The terms contained herein shall be a part of the foreclosure Memorandum of Sale.

CORNERSTONE COMMERCIAL CAPITAL, INC.

On this 22nd day of March, 2024, the above-described real estate was sold to

BUYER: _____

Address: _____

Telephone: _____ S.S. # _____

Email: _____

for the sum of _____ dollars \$ _____),
subject to any and all unpaid taxes and other municipal liens or assessments which are entitled to precedence over said mortgage and subject to the terms of the sale set forth above. Buyer agrees to pay all stamps and recording fees for the recording of the Foreclosure Deed Under Power of Sale

BY SIGNING BELOW, BUYER AGREES TO THESE TERMS:

BUYER: _____

By:

Title: _____, duly authorized

Date: 03/22/2024

Witness

RECEIPT AND PURCHASE AGREEMENT

[**419 Ocean Boulevard, Town of Hampton, County of Rockingham 03842**]

CORNERSTONE COMMERCIAL CAPITAL, INC. LLC, with a mailing address of 726 Chestnut Street, Manchester, NH 03104, hereby acknowledges receipt of Fifty Thousand Dollars (\$50,000.00) from:

BUYER: _____

By:

Title: _____, duly authorized

Address: _____

Telephone: _____ S.S. # _____

Email: _____

(the "Buyer") as down payment for the purchase of the real estate located at **419 Ocean Boulevard, Town of Hampton, County of Rockingham 03842** (the premises) and more particularly described in a certain mortgage deed granted by SEAGULL MOTEL AT HAMPTON BEACH CORP., a New Hampshire corporation (the "Mortgagor") dated July 28, 2022, and recorded at the Rockingham County Registry of Deeds in Book 6427, Page 790 on July 28, 2022.

The purchase price hereunder to be paid by Buyer, being the highest bid at the auction, for the Premises is _____ Dollars(\$ _____).

The Buyer agrees to pay the balance of the purchase price (by certified check) within forty-five (45) days from the date hereof, at which time the Seller will execute and deliver to the Buyer its foreclosure deed to the Premises.

The closing will be at a mutually convenient time of day at the office of Andrew H. Sullivan, Esq., 24 Eastman Avenue, Bedford, New Hampshire 03110, (Phone: 603-644-5291) (Email: andy@andrewsullivanlaw.com) or at the office of Buyer's lender if required by such lender. TIME IS OF THE ESSENCE and Seller shall hold Buyer to the strict performance of its obligation hereunder within the time limits specified.

In the event the Buyer fails to pay the balance of the purchase price within the said forty-five (45) days, it is hereby agreed that the Seller, at its option, may consider the payment made hereunder as liquidated damages for default in this Purchase Agreement. Buyer's failure to close

within (45) days shall be deemed to be an assignment by Buyer to Seller of Buyer's right to purchase the Premises pursuant to this Agreement and Seller, as assignee, may complete the Purchase of the Premises in its own name or assign its right to so purchase to a third party. For the purpose of carrying out this provision of this paragraph, Buyer hereby irrevocably constitutes and appoints the Seller its true and lawful attorney-in-fact, with full power of substitution, to execute , acknowledge and deliver any instruments and perform any acts re necessary or desirable to carry out the assignment of Buyer's interest in the Premises as provided herein.

The Premises being sold “As and Where Is” without warranties or representations of any kind or manner, subject to all applicable rules, regulations, statutes and ordinances of public authorities having jurisdiction, to taxes and to any and all other liens, rights or encumbrances having priority over the Mortgage.

IF THE PREMISES ARE A SUBDIVISION OR CONDOMINIUM OR A PART OF A SUBDIVISION OR CONDOMINIUM, SELLING MORTGAGEE DISCLAIMS ANY AND ALL LIABILITY RELATING TO THE SUBDIVISION OR CONDOMINIUM, INCLUDING BUT NOT LIMITED TO, ANY LIABILITY IMPOSED BY (i) New Hampshire RSA Chapters 356-A and 356-B, (ii) New Hampshire Attorney General, (iii) any provisions of any declarations of by-laws for the subdivision, condominium or owners association or (iv) any other law, ordinance, rule or regulation. said disclaimer includes, but is not limited to, (A) any current or future obligation imposed upon “successor” declarants, (B) liability for any improvement, amenity or infrastructure or lack of any improvement, amenity or infrastructure in the subdivision of condominium, (C) liability for common expenses or fees, (D) liability under any warranty given by document or imposed by law or (E) any other liability relating to the subdivision or condominium.

The disclaimer set forth in this section shall survive the Closing.

IF THE PREMISES ARE A SUBDIVISION OR A CONDOMINIUM OR A PART OF THE SUBDIVISION OR CONDOMINIUM, BUYER, ON BEHALF OF ITSELF, ITS HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, HEREBY WAIVES AND RELEASES ANY CLAIM IT MAY HAVE AGAINST SELLER, SELLER'S AGENTS, EMPLOYEES AND OFFICERS, AND SELLER'S AGENT'S EMPLOYEES, OFFICERS AND AGENTS, FOR ANY AND ALL LIABILITY RELATING TO THE SUBDIVISION OR CONDOMINIUM INCLUDING BUT NOT LIMITED TO, ANY LIABILITY IMPOSED BY (i) New Hampshire RSA Chapters 356-A AND 356-B, (ii) New Hampshire Attorney General, (iii) any provisions of any declaration or by-laws for the subdivision, condominium or owners association or (iv) any other law, ordinance, rule, and regulation. Said waiver and release includes, but is not limited to, (A) any current or future obligations imposed upon “successor” declarants, (B) liability for any improvement, amenity or infrastructure or lack of any improvement, amenity or infrastructure in the subdivision or condominium, (C) liability for common expenses or fees, (D) liability under any warranty given by document or imposed by law or (E) any other liability relating to the subdivision or condominium.

The waiver and release set forth in the Section shall survive the Closing.

Auction Company Disclaimer and Waiver. The undersigned Buyer recognizes, understands, and agrees that neither Andrew H. Sullivan, Attorney at Law, nor its affiliates nor their respective agents, servants or employees have made any representations, warranties, or covenants to Buyer which are not provided in writing and specifically set forth in this Agreement; that the undersigned Buyer has personally inspected and investigated the Premises and its surroundings and does rely solely on Buyer's own findings and determinations; the Buyer (jointly and severally if more than one) has agreed to purchase the Premises and close on the sale based solely on Buyer's inspection and determination.

Property Condition. Seller shall not be deemed to represent or warrant any fact or condition with respect to the Premises which may be included in any information provided by Seller or furnished to buyer for review, including, but not limited to, any items provided in the bidder information package for the Premises. Buyer acknowledges that Seller may winterize the Premises after the execution of this Agreement and prior to the Closing date.

DISCLOSURE RELATIVE TO RADON GAS, LEAD PAINT and ARSENIC (Pursuant to N.H. R.S.A. 477:4-a):

(a) Radon Gas: Radon Gas, the product of decay of radioactive materials 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 women. Tests are available to determine whether lead is present.

(c) Arsenic: Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water. The buyer is encouraged to consult the New Hampshire department of environmental services private well testing recommendations (www.des.nh.gov) to ensure a safe water supply if the subject property is served by a private well.

Further, Mortgagee has no knowledge as to whether methamphetamine production occurred on the property being foreclosed.

The terms of the "Terms of Sale" sheet, date on even date herewith and made a part hereof by reference, and attached hereto, are a part of this agreement.

IN WITNESS WHEREOF, the parties by themselves or by their duly authorized agents have executed this agreement on this 1st day of March, 2024.

IN THE PRESENCE OF:

BUYER: _____

By:

Title: _____, duly authorized

Address: _____

Telephone: _____ S.S. # _____

Email: _____

SELLING MORTGAGEE:

**CORNERSTONE COMMERCIAL
CAPITAL, INC.**

By: _____

Name: Andrew H. Sullivan, Esq

Title: Attorney for Cornerstone Commercial
Capital, Inc.