

**MEMORANDUM OF FORECLOSURE SALE**

MEMORANDUM AGREEMENT (this "Agreement") entered into this \_\_\_\_ day of May, 2024, by and between \_\_\_\_\_, of \_\_\_\_\_ with a tax I.D./social security number of \_\_\_\_\_ ("Buyer") and Pentucket Bank, of One Merrimack Street PO Box 791, Haverhill Massachusetts 01831, ("Seller").

WHEREAS, Seller has auctioned certain property located at 498 Valley Road, Mason, County of Hillsborough, State of New Hampshire, which property is more particularly described in a certain mortgage recorded in the Hillsborough County Registry of Deeds in Book 8501, Page 1896 (the "Premises"); and

WHEREAS, Buyer bid \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the Premises, which bid Seller accepted.

NOW, THEREFORE, in consideration of the Five Thousand Dollars (\$5,000.00) deposit paid by Buyer to Seller, which is to be held in an escrow account by the Seller's attorneys, Feniger, Uliasz & Stacey PLLC, the parties agree as follows:

1. Seller shall convey the Premises to Buyer by duly executed foreclosure deed on or before June 18, 2024 at 10:00 a.m. at the offices of Feniger, Uliasz & Stacey, PLLC located at 45 Bay Street, Manchester, New Hampshire 03104.

2. Buyer shall simultaneously pay Seller \$\_\_\_\_\_ in cash or certified funds in exchange for the foreclosure deed. In addition, Buyer shall execute such other documentation as is reasonably requested by Seller, including, without limitation, a Receipt and Acknowledgement of Delivery of Deed and Affidavit and a Declaration of Consideration, PA 34, CD 57, W-9, and a closing statement.

3. Buyer acknowledges that Seller makes no warranties or representations whatsoever, regarding title to, or condition or possession of the Premises, permits, approvals, recitation of acreage, hazardous materials, compliance with zoning, and the premises are sold "AS IS WHERE IS" and with all faults in all respects, including but not limited to, the physical condition of the premises, and the rights if any to the occupants of the premises. **THE BUYER ACCEPTS THE PREMISES IN AN AS-IS CONDITION WITH NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, BUYER ACKNOWLEDGES THAT IT ACCEPTS ALL RISK OF LOSS OR DAMAGE TO THE PREMISES THAT MIGHT OCCUR UPON THE CONCLUSION OF THE FORECLOSURE SALE UNIL THE FORECLOSURE DEED IS RECORDED.**

4. Buyer acknowledges that Seller conveys the Premises subject to all liens and encumbrances entitled to precedence over the Mortgage including, but not limited to, all unpaid taxes and all liens for hazardous waste cleanup asserted by the United States of America, the State of New Hampshire, or any other political subdivision thereof.

5. If Buyer defaults under this Agreement, Seller shall, at its option, keep the Five Thousand Dollars (\$5,000.00) deposit as reasonable liquidated damages. TIME IS OF THE ESSENCE WITH RESPECT TO BUYER'S PERFORMANCE UNDER THIS AGREEMENT.

6. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Any assignment of rights under this Agreement by Buyer must be consented to by Seller, which consent shall not be unreasonably withheld, and must be in writing in form and content satisfactory to Seller.

7. Pursuant to New Hampshire R.S.A. 477:4-a, Seller hereby notifies and Buyer hereby acknowledges receipt of notification of the following:

**Radon:** Radon, the product of decay of radioactive materials in rock, may be found in some areas of New Hampshire. Radon gas may pass into a structure through the ground or through water from a deep well. Testing of the air by a professional certified in radon testing and testing of the water by an accredited laboratory can establish radon's presence and equipment is available to remove it from the air or water.

**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](http://www.des.nh.gov)) to ensure a safe water supply if the subject property is served by a private well.

**Lead Paint:** Before 1978, paint containing lead may have been used in structures. Exposure to lead from the presence of flaking, chalking, chipping lead paint or lead paint dust from friction surfaces, or from the disturbance of intact surfaces containing lead paint through unsafe renovation, repair or painting practices, or from soils in close proximity to the building, can present a serious health hazard, especially to young children and pregnant women. Lead may also be present in drinking water as a result of lead in service lines, plumbing and fixtures. Tests are available to determine whether lead is present in paint or drinking water.

8. Pursuant to RSA 477:4-c, Seller hereby notifies Buyer that information related to the water supply system and sewage disposal system are unknown by the Seller.

9. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument.

10. The Buyer shall pay all transfer taxes for the Buyer and Seller.

Pentucket Bank

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness

Buyer

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness