

## **MORTGAGEE'S NOTICE OF FORECLOSURE SALE**

By virtue of the Power of Sale contained in a certain Mortgage Deed given by Edward F. Tierney, III and Danielle B. Tierney (collectively, the "Mortgagor") to NORTHWAY BANK (the "Mortgagee"), dated June 30, 2020, and recorded July 7, 2020, at the Coos County Registry of Deeds at Book 1539, Page 1 (the "Mortgage"), the undersigned holder of the Mortgage for breach of the conditions of the Mortgage (and the Note secured thereby of near or even date, and related documents), and for the purpose of foreclosing the same, shall sell at

### **PUBLIC AUCTION**

**MAY 29, 2024 AT TWELVE O'CLOCK NOON pursuant to NH RSA 479:25, at the mortgaged premises located at 654 TITUS HILL ROAD, COLUMBIA, NEW HAMPSHIRE AND TOWN OF COLUMBIA TAX MAP 418, LOT 17-5, (the "Mortgaged Premises"), being all and the same premises more particularly described in the Mortgage.**

### **TERMS OF SALE AND DEPOSIT**

The Mortgaged Premises will be sold to the highest bidder who complies with the terms of sale. To qualify, bidders must register and present to the Mortgagee or its agent the sum of FIVE THOUSAND DOLLARS (\$5,000.00) (the "Deposit") by money order, bank check, or other form of payment acceptable to the Mortgagee or its agent prior to the commencement of the public auction. The balance of the purchase price shall be paid in full by money order, bank check, or other form of payment acceptable to the Mortgagee upon tender of the Mortgagee's Foreclosure Deed within forty-five (45) days after the sale, TIME BEING OF THE ESSENCE. The successful bidder shall also execute a purchase and sale contract with Northway Bank immediately after the close of bidding. If the successful bidder fails to complete the purchase of the Mortgaged Premises within forty-five (45) days, the Mortgagee may, at its option, retain the deposit as liquidated damages and sell the property to the next highest bidder at the public auction. Deposits of unsuccessful bidders shall be returned at the conclusion of the public auction.

The Mortgaged Premises will be sold "AS IS, WHERE IS," without any express or implied warranties of any kind, and subject to: (a) any condition which a title search would reveal, (b) all unpaid real estate taxes and liens therefore, whether or not of record, (c) any facts which an inspection or survey of the premises might show, (d) mortgages, tax or other liens, attachments and all other encumbrances and rights, title and interest of third persons of any and every nature whatsoever which are, or may be entitled to precedence over the Mortgage, and (e) subject to any existing tenants, tenancies or persons in possession.

The Mortgagee reserves all rights, including, but not limited to, the right to bid at the sale, to continue, postpone or cancel the sale, to reject any and all bids, and to alter, amend or modify the terms, conditions or procedure for the proposed sale, either orally or in writing, before or at the time of the proposed sale, in which event such terms as altered, amended or modified shall be

binding on all bidders and interested parties, and to convey the Mortgaged Premises to the next highest bidder should any successful bidder default.

A copy of the Mortgage may be examined by any interested person at the offices of Cooper Cargill Chant, P.A., 2935 White Mountain Highway, North Conway, New Hampshire, during normal business hours.

The New Hampshire Banking Department may be reached through its website, by telephone or mail as follows:

[www.nh.gov/banking/index.htm](http://www.nh.gov/banking/index.htm)  
(603) 271-3561  
New Hampshire Banking Department  
53 Regional Drive, Suite 200  
Concord, New Hampshire 03301

For information on getting help with housing and foreclosure issues, please call the foreclosure information hotline at (800) 437-5991. The hotline is a service of the New Hampshire banking department. There is no charge for this call.

The mortgagee's agent for service of process shall be the undersigned attorneys for all matters relating to the foreclosure sale herein described.

To the Mortgagor and persons having a lien on the premises of record:

**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 said Northway Bank, or its undersigned attorneys, prior to the sale shall thereafter bar any action or right of action of the mortgagor based on the validity of the foreclosure. Reference is made to the provisions of RSA 479:25 (II).

For further information respecting the aforementioned foreclosure sale, contact James R. St. Jean Auctioneers, 45 Exeter Road, P.O. Box 400, Epping, NH 03042, (603) 734-4348. Other terms to be announced at the sale.

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Dated at North Conway, New Hampshire this 28<sup>th</sup> day of March, 2024.

NORTHWAY BANK  
9 Main Street, Berlin, NH 03570  
By and through its attorneys,  
COOPER CARGILL CHANT, P.A.



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Kenneth R. Cargill, Esq.  
2935 White Mountain Highway  
North Conway, NH 03860  
Phone: (603) 356-5439