

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE By virtue and in execution of the Power of Sale contained in a certain mortgage given by **Arlene L. Smith and Raymond L. Smith** (the "Mortgagors") to CitiFinancial Consumer Services with the Mortgagee interest being transferred and assigned to Citibank N.A., as Trustee for CMLTI Asset Trust (the "Mortgagee"), said mortgage dated February 28, 2008, and recorded on March 7, 2008 in the Cheshire County Registry of Deeds in Book 2495, Page 702, as Doc# 0002070 (the "Mortgage").

By virtue of the power of sale contained in the Mortgage, Citibank N.A., as Trustee for CMLTI Asset Trust (the "Mortgagee"), in execution of the power of sale and for breach of the conditions of the Mortgage, and for the purpose of foreclosing the same, said property will be sold at: **PUBLIC AUCTION on August 21, 2024, at 11:00 a.m.** Said sale to be held on the mortgaged premises hereinafter described and having a present address of 57 Ashuelot Street, Winchester, Cheshire County, New Hampshire, all the premises described in the Mortgage (the "Mortgaged Premises").

To the Mortgagor. any other person, claiming a lien or encumbrance against the Mortgaged Premises: **NOTICE PURSUANT TO NEW HAMPSHIRE RSA 478:25, 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 SUCH BOND AS THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORECLOSURE SALE.** Failure to institute such petition and complete such service upon the Mortgagee or its 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. Mortgagee's address for any service of process is 390 Greenwich St 5th FL New York NY 10013. The Mortgagee's agent for service of process is Fay Servicing, LLC. Fay Servicing, LLC's agent for Service of Process is Registered Agent Solutions, Inc. located at 10 Ferry Street 313 Concord, NH 03301. 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.

Liens and Encumbrances: The Mortgaged Premises shall be sold 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. The Mortgaged Premises shall be sold subject to any unpaid taxes and to any state or federal liens having a priority over the said Mortgage and to any other mortgages, liens or encumbrances which take precedence over said Mortgage.

Terms of Sale: To qualify to bid, bidders must place \$5,000.00 on deposit with the auctioneer in cash, by certified check or other form of payment acceptable to the Mortgagee prior to the commencement of the auction sale. The deposits placed by unsuccessful bidders shall be returned to those bidders at the conclusion of the sale. The balance of the purchase price must be paid in full by the successful bidder in cash or by certified check on or before the forty-fifth (45th) day

after the date of the sale. If the successful bidder fails to complete the purchase of the Mortgaged sale, then the Mortgagee may, at its option, retain the deposit in full as reasonable liquidated damages. The successful Bidder will be responsible for full payment of the New Hampshire Real Estate Transfer Tax computed to the nearest whole dollar. Title to the property to be taken subject to any and all real estate taxes. Bidder will also be responsible for all recording fees as determined to be paid to the Cheshire County Registry of Deeds. Conveyance of the Mortgaged Premises shall be by foreclosure deed. The foreclosure deed shall be delivered to the successful bidder upon the Mortgagee's receipt of the balance of the purchase price. The successful bidder shall execute a foreclosure sale agreement at the conclusion of the auction.

Exclusion 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 including, without limitation, representations or warranties relating to title, possession, recitation of acreage and hazardous waste.

Reservation of Rights: The Mortgagee reserves the right to (1) cancel or continue the foreclosure sale to such later date as the Mortgagee may deem desirable; (2) bid on and purchase the Mortgaged Premises at the foreclosure sale; (3) reject any and all bids for the Mortgaged Premises; (4) waive reading this notice or any portion thereof at the foreclosure sale; and (5) amend or alter the terms of sale stated in this notice by oral or written announcement made at any time before or during the foreclosure sale. Such changes or amendments shall be binding on all bidders.

For further information regarding the Mortgaged Premises, contact Jay T. St. Jean, JSJ Auctions, LLC, Auctioneer, at 45 Exeter Road, Epping, NH 03042 and telephone number 603-734-4348.

Dated this 21th day of June 2024.

Citibank N.A., as Trustee for CMLTI Asset Trust

By its Attorneys,

ROSE RAMIREZ & ASSOCIATES, P.C.

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