

August 21, 2024
Foreclosure Auction
Winchester, New Hampshire

SALE AGREEMENT AND DEPOSIT RECEIPT

Mortgage Electronics Registration Systems, Inc., as nominee for Lender GB Mortgage, LLC, with the Mortgage interest being transferred and assigned to Citibank N.A., as Trustee for CMLTI Asset Trust (hereinafter the “**Mortgagee**”), as holder of a certain *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**”) granted by **Arlene L. Smith and Raymond L. Smith** (“**Mortgagors**”), conveying to Mortgagee a mortgage lien on certain real estate and improvements located at 57 Ashuelot Street, Winchester, Cheshire County, New Hampshire and believed to be designated as Parcel: 000025-000008-0000 (the “**Mortgaged Premises**”), has this day, pursuant to the power of sale contained in the Mortgage, conducted by public auction a foreclosure sale of the Mortgaged Premises.

It is hereby acknowledged that the highest bid made at said sale was made by _____ (hereinafter the “**Purchaser**”), with a mailing address and contact information as follows:

Mailing address: _____
Email: _____
Phone Number: _____

Purchaser entered a bid of and thereby agreed to purchase the Mortgaged Premises for _____ Dollars and No Cents (\$ _____ .00) (the “**Bid Price**”)

Mortgagee and Purchaser agree that in accordance with the published terms of sale, the Purchaser has deposited with the Mortgagee Five Thousand Dollars (\$5,000.00) (the “**Deposit**”), receipt of which by the Mortgagee is hereby acknowledged. The balance of the Bid Price is to be paid by wire transfer or by delivery of the balance of the sale amount in cash or made payable to Rose Ramirez & Associates, P.C. Trust Account to Rose Ramirez & Associates, PC, 7430 Washington Street NE, Albuquerque, NM 87109 (or such other location as the parties may agree upon) by certified check, or bank treasurer’s check on or before the forty-fifth (45th) day after the date hereof. Upon payment of the balance of the purchase price, Mortgagee agrees to deliver a foreclosure deed in the usual form.

Mortgagee is selling and the Purchaser is buying the Mortgaged Premises “**as is**” and subject to all unpaid taxes and assessments, all other liens, and all easements and rights to which may be entitled to precedence over the Mortgage, including but not limited to outstanding real estate taxes assessed by the Town of Winchester. All terms of the *Notice of Mortgagee’s Sale of Real Estate* dated June 21, 2024 published as required by law (a copy of which is attached as Exhibit A), together with any additional terms and conditions announced by Mortgagee or its agents at the auction sale, are hereby incorporated by reference. Purchaser shall be responsible

for the preparation of a New Hampshire Declaration of Consideration, any settlement statement and any other documentation required for the transaction other than the foreclosure deed and Affidavit of Sale which will be executed by the Mortgagee and provided to Purchaser as set forth above. Purchaser shall also be responsible for the payment of all New Hampshire transfer taxes assessed on the transaction, including that portion usually paid by the Mortgagee.

New Hampshire law (RSA 477:4-a) requires that the following notifications regarding risks associated with the ownership of any property:

“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 Purchaser 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.”

“Lead: 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.”

Purchaser acknowledges receipt of the Water Supply and Sewage Disposal Disclosure required by RSA 477:4-c, d and attached hereto as Exhibit B, and hereby agrees that Mortgagee has complied with all requirements of that statute.

RSA 477:4-g Methamphetamine Production Site: whether Property was used for methamphetamine production: Mortgagee has no information.

RSA 485-A:39 Waterfront Property Site Assessment Study: Mortgagee has no information.

Purchaser acknowledges receipt of Public Utility Tariff Disclosure required by RSA 477:4-h and attached hereto as Exhibit C, and hereby agrees that Mortgagee has complied with all requirements of that statute.

If, for any reason, the Mortgagee is unable to deliver a foreclosure deed to the Mortgaged Premises within the time specified herein (as may be extended at the sole discretion of the

Mortgagee), the Purchaser’s sole remedy shall be the return of the Deposit, and Purchaser hereby waives and releases any rights or claims Purchaser may have against Mortgagee or its agents for specific performance or any claimed consequential or other damages or losses arising therefrom.

The property shall be conveyed subject to real estate taxes and all liens having priority over the foreclosed mortgage. Purchaser acknowledges that Mortgagee makes no warranties whatsoever regarding title to, or condition or possession of, the Premises. THE PURCHASER ACCEPTS THE PREMISES IN AN AS-IS CONDITION WITH NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. Purchaser’s decision to purchase the Mortgaged Premises is based solely on Purchaser’s own investigation and inspection.

Mortgagee has no responsibility to evict any parties from said property. If applicable, Mortgagee and Purchaser shall prorate any rents paid prior to closing as of the Closing Date and will prorate rents received thereafter so Mortgagee will receive rents owing through the Closing Date and Purchaser will be entitled to any rent for the period following the Closing Date.

If the Purchaser shall default in the performance of any of Purchaser’s obligations under this Agreement, the entire Deposit shall, at the option of the Mortgagee be forfeited by Purchaser and become property of Mortgagee. In addition, and notwithstanding any such retention of the Deposit, Mortgagee reserves all rights at law or equity to enforce or recover damages for any breach of this Memorandum Agreement of Sale. Purchaser expressly agrees and acknowledges that upon Purchaser’s failure to or refusal to timely complete the purchase of the Mortgaged Premises, and notwithstanding Mortgagee’s retention of the Deposit as a consequence of Purchaser’s default, Purchaser’s rights under this Sale Agreement shall be immediately assigned to Mortgagee and Mortgagee may thereafter complete the purchase of the premises.

Purchaser may not enter upon, trespass, make repairs to, or hire any contractors to work on the Premises prior to deliver of the foreclosure deed without express written permission of the Mortgagee.

This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of both parties. Any assignment of rights under this Agreement by Purchaser must be consented to by Mortgagee, which consent shall not be unreasonably withheld, and must be in writing in form and content satisfactory to Mortgagee.

Signed and agreed to this _____ day of _____, 2024.

Witness:

Purchaser:

By _____

Witness:

Purchaser:

By _____

(signatures continue on next page)

Mortgagee:

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

By _____
Duly authorized

EXHIBIT A

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.

ELIZABETH DRANTTEL

7430 Washington Street, NE

Albuquerque, NM 87109

Telephone: (505) 833-3036

Facsimile: (505) 833-3040

E-mail: Elizabeth.Dranttel@rrafirm.com

EXHIBIT B

WATER SUPPLY AND SEWAGE DISPOSAL AND INSULATION DISCLOSURE
PURSUANT TO RSA 477:4-c, d

Purchaser (hereinafter "Seller"): Citibank N.A., as Trustee for CMLTI Asset Trust

Purchaser:

Real Estate: 57 Ashuelot Street, Winchester, Cheshire County, New Hampshire

I. Seller discloses the following information to Buyer regarding the water supply at the Mortgage Premises:

- A) Type of private water-supply system: UNKNOWN TO SELLER.
- B) Location: UNKNOWN TO SELLER.
- C) Malfunctions: UNKNOWN TO SELLER.
- D) Date of Installation: UNKNOWN TO SELLER.
- E) Date of most recent water test: UNKNOWN TO SELLER.
- F) Unsatisfactory water test or water test with notations: UNKNOWN TO SELLER.

II. Seller discloses the following information to Buyer regarding the sewage disposal system at the Mortgaged Premises:

- A) Size of tank: UNKNOWN TO SELLER
- B) Type of sewage disposal system: UNKNOWN TO SELLER
- C) Location: UNKNOWN TO SELLER
- D) Malfunctions: UNKNOWN TO SELLER
- E) Age of system: UNKNOWN TO SELLER
- F) Date of most recent service: UNKNOWN TO SELLER
- G) Name of contractor who services the system: UNKNOWN TO SELLER

III. Seller discloses the following information to Buyer regarding the insulation in the Mortgaged Premises: SELLER HAS NO KNOWLEDGE OF THE TYPE OF INSULATION USED IN THE MORTGAGE PREMISES.

EXHIBIT C

PUBLIC UTILITY TARIFF DISCLOSURE PURSUANT TO RSA 477:4-h

REAL ESTATE: 21 Birch Tree Lane, Center Ossipee, Carroll County, New Hampshire

I: Mortgagee (Hereinafter, "Seller") discloses the following information to Purchase regarding any metered public utility services at the Real Estate that Purchaser may be responsible for paying as a condition of such utility service:

- A) Utility Service is provided under a tariff with unamortized or ongoing charge for energy efficiency or renewable energy improvements to RSA 371:61: UNKNOWN TO SELLER
- B) Remaining term: UNKNOWN TO SELLER
- C) Amount of Charges: UNKNOWN TO SELLER
- D) Estimates or Documentation of gross or net energy or fuel savings: UNKNOWN TO SELLER