

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

Pursuant to RSA 479:25 and the Power of Sale contained in the Mortgage and Security Agreement given by **Kym Julia Lambert and Aaron Miller** individuals with an address of 523 South Hill Road, Colebrook, New Hampshire 03567 (the "Mortgagor") to **Nicholas Sarwark**, (the "Mortgagee"), dated August 18, 2022 and recorded with the Coos County Registry of Deeds at Book 1612, Page 366 (the "Mortgage"), the Mortgagee will sell the premises mortgaged thereby, which are described below (the "Mortgaged Premises"), for breach of condition and for the purpose of foreclosing the Mortgage, **AT PUBLIC AUCTION AS FOLLOWS:**

A. DATE, TIME AND PLACE OF SALE:

The Sale will be held on the Mortgaged Premises on **October 16, 2024 at 2:00 p.m.**

B. LOCATION AND STREET ADDRESS OF MORTGAGED PREMISES:

The Mortgaged Premises are located at, and have a street address of 523 South Hill Road, Colebrook, New Hampshire 03567. The Mortgaged Premises are further described in the Mortgage.

C. TERMS OF SALE:

The Mortgaged Premises will be sold AS IS, WHERE IS and with all faults, subject to all unpaid taxes and liens therefor, and subject to all other liens, easements, rights, tenancies and encumbrances of any and every nature whatsoever which are or may be entitled to precedence over the Mortgage.

Except for warranties implied by law, the Mortgaged Premises will be conveyed by the Mortgagee and accepted by the successful bidder without any warranties, express or implied, whatsoever.

D. DEPOSIT:

Prior to the commencement of the sale, each bidder must qualify by paying as a deposit in cash or by Certified or Bank check or other form satisfactory to Mortgagee ("Satisfactory Funds") the sum of Five Thousand Dollars (\$5,000.00). The successful bidder must execute a Mortgagee's Sale Memorandum prepared by the Mortgagee immediately after the conclusion of the Sale. The balance of the bid price must be paid in full in Satisfactory Funds upon delivery of the Mortgagee's Statutory Foreclosure Deed, on or before the 30th day after the date of the Sale, Time Being of the Essence. If the successful bidder fails to complete the purchase of the Mortgaged Premises, the Mortgagee reserves the right to retain the deposit as full, liquidated damages.

E. RESERVATION OF RIGHTS:

The Mortgagee reserves the right to (i) continue the Sale to such subsequent date or dates as the Mortgagee may deem necessary or desirable, (ii) bid upon and purchase the Mortgaged Premises at the Sale, (iii) reject any and all bids for the Mortgaged Premises, (iv) accept written bids delivered to the Mortgagee or its Attorney either prior to or at the time of the auction; and (v) amend or change the Terms of Sale set forth herein by announcement, written or oral, made before or during the Sale and such change(s) or amendment(s) shall be binding on all bidders.

F. NOTICE:

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.

The New Hampshire Banking Department is located at 53 Regional Drive, Suite 200, Concord, NH 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 address of the Mortgagee for service of process is in the care of the agent for service of process, William P. Reddington, 95 Market Street, Manchester, NH 03101.

G. INQUIRIES

Inquiries regarding this Notice and Sale may be made of the undersigned or to JSJ Auctions, Jay@jsjauctions.com, (603) 734-4348, 45 Exeter Road, Epping, NH 03042.

DATED this 28 day of August 2024.

Nicholas Sarwark.

By his attorneys,
Wadleigh, Starr, Peters, PLLC

By: *William P. Reddington*
William P. Reddington
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