

## LEGAL NOTICE OF FORECLOSURE SALE

Pursuant to a power of sale contained in a certain Mortgage by Mary E. Downey (“**Mortgagors**”), said Mortgage being dated August 23, 2012 and recorded at the Merrimack County (NH) Registry of Deeds (the “**Registry**”) at Book 3333, Page 1531 (“**Mortgage**”), granted to Bar Harbor Bank & Trust Company, successor by merger to Lake Sunapee Bank FSB (“**Mortgagee**”), with offices at 9 Main Street, Newport, NH 03773, as holder of the Mortgage, and in execution of said power and rights, for mortgage conditions broken, will foreclose upon and sell the property described in the Mortgage, at public auction, as specified below.

### **Time and Place of Sale; Premises to be Sold:**

On Tuesday, October 29, 2024 at 11 a.m. EST, Mortgagee will offer for sale, at public auction, the mortgaged premises as described in the Mortgage (the “**Premises**”), consisting of the land and improvements in Newbury, New Hampshire, which is believed to have a current address of 70 Highland Avenue, Newbury, Merrimack County, New Hampshire, and which is also believed to be designated as Town of Newbury Assessor’s Tax Map 18 Block 365 Lot 187. The foreclosure auction (the “**Sale**”) will be conducted at 70 Highland Avenue, Newbury, Merrimack County, New Hampshire.

A legal description of the Premises is included in the Mortgage, which is available for inspection at the Merrimack County (NH) Registry of Deeds or upon request from the undersigned. In the event of any discrepancy between the description of the Premises contained in this notice and the Premises as described in the Mortgage, the terms of the Mortgage shall control.

The Sale will be conducted to foreclose all rights of redemption of the Mortgagors and any and all persons, firms, corporations, entities, or agencies claiming by, from or under the Mortgagors.

### **Terms of Sale**

The Premises will be sold subject to any and all unpaid taxes and other municipal assessments and liens therefore, and all other liens, easements, rights and encumbrances of any and every nature which are or may be entitled to precedence over the Mortgage.

In order to qualify to bid at the Sale, prospective bidders must deliver to the Mortgagee or its agent at time of the Sale a \$10,000 deposit (“**Deposit**”) in cash or by certified check, cashier’s or treasurer’s check or bank draft or other form of payment acceptable to Mortgagee in its sole discretion (“**Satisfactory Funds**”). The successful bidder(s) at the sale shall be required to sign a Memorandum Agreement of Sale (“**Memorandum**”) at the conclusion of the Sale. Mortgagee shall have the right to retain the Deposit in the event that the successful bidder fails or refuses to execute the Memorandum or to timely complete the purchase of the Premises on the terms set forth in the Memorandum. Mortgagee expressly reserves, in addition to its right to retain the Deposit, all rights at law and equity to enforce or recover damages with respect to any breach of the Memorandum. Unless otherwise provided in the Memorandum, all additional terms and conditions announced at the sale by Mortgagee or its agents shall be deemed incorporated in the Memorandum.

Conveyance of the Premises shall be by foreclosure deed to be delivered to the successful bidder upon the Mortgagee's timely receipt of the balance of the purchase price and the successful bidder’s satisfaction of the terms and conditions of the Memorandum. **The closing must take place within forty-five (45) days after the Sale, time being of the essence.** The purchaser shall be responsible for the recording of and shall pay all transfer taxes and recording fees due in connection with the foreclosure deed.

### **No Warranties**

THE PREMISES WILL BE OFFERED AND SOLD "AS IS AND WHERE IS," WITHOUT WARRANTY AS TO ANY ENVIRONMENTAL OR OTHER CONDITION OF OR TITLE TO THE PREMISES, AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE SO-CALLED IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, SUCH WARRANTIES BEING ALL EXPRESSLY DISCLAIMED BY MORTGAGEE. Mortgagee makes no representations or warranties with respect to (a) the accuracy of any statement as to the boundaries, acreage, frontage or other matters in the description of the Premises, (b) the legal status or condition of any building or improvements on the Premises, or (c) the Premises' compliance with zoning or any other federal, state, or local law or regulation.

### **Reserved Rights**

The Mortgagee, in its sole discretion, may amend or alter the terms of the Sale at the Sale or any postponement thereof, orally or by written notice at or prior thereto, with such amended or altered terms to be binding upon all bidders. Mortgagee may postpone, continue, suspend, or cancel the Sale by announcement or posting at the Premises. The Mortgagee may bid on, and make successive bids on, and purchase the Premises at the Sale, and may reject, disqualify, or accept bids at its sole discretion. In the event that a successful bidder fails to execute the Memorandum or to timely complete the purchase of the Premises on the terms set forth in the Memorandum, Mortgagee shall have the right, but not the obligation, to (i) convey the Premises to any other bidder at the Sale, then agreeing to purchase, with such purchase to be otherwise in accordance with the terms of the Memorandum, or (ii) at Mortgagee's election, and without obligation, purchase the Premises for itself at the price bid by the bidder who failed to close. Any such alternate disposition of the Premises shall in no way waive or limit Mortgagee's right to retain the Deposit or pursue its other rights and remedies against a non-closing successful bidder.

NOTICE TO THE MORTGAGOR AND ANY OTHER PERSON CLAIMING UNDER THE MORTGAGOR OR CLAIMING AN INTEREST IN OR A LIEN OR OTHER ENCUMBRANCE ON THE PREMISES: 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 the Sale shall thereafter bar any action or right of action of the Mortgagor based on the validity of the foreclosure.

**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.**

**For Service of Process, Mortgagee's agent and address is Preti Flaherty Beliveau & Pachios, PLLP, 57 N. Main Street, P.O. Box 1318, Concord, NH 03302-1318.**

Prospective bidders should contact James St. Jean Auctioneers, 45 Exeter Road, PO Box 400, Epping, NH 03042 at (603) 734-4348; [www.jsjauctions.com](http://www.jsjauctions.com) for further information.

Dated this 10<sup>th</sup> day of September, 2024

BAR HARBOR BANK & TRUST COMPANY, SUCCESSOR BY  
MERGER TO LAKE SUNAPEE BANK FSB

By its Attorneys,

PRETI FLAHERTY BELIVEAU & PACHIOS, PLLP

/s/Gregory A. Moffett

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