

NOTICE OF FORECLOSURE SALE

By virtue of a power of sale contained in a certain mortgage given by Ruby Holdings, LLC. (the "Mortgagor") to Jackson Lumber & Millwork Co., Inc (the "Mortgagee"), dated and recorded on February 14, 2020 in the Rockingham County Registry of Deeds in Book 6084, Page 1482, (the "Mortgage") in execution of said power of sale, for mortgage conditions broken, the Mortgagee will sell the mortgaged premises at **PUBLIC AUCTION on October 24, 2024 at 1:00 p.m.**, local time, TO BE HELD AT THE MORTGAGES PREMISES: known as Tax Map 35, Lot 015, Block 009, having a present street address of 6 Tinkham Avenue, Derry, Rockingham County, New Hampshire 03038. (As also listed on page 2 of the Mortgage as 7 Tinkham Avenue, Derry, Rockingham County, New Hampshire 03038). See Exhibit A to the Mortgage for a more particular description of the mortgaged property.

The mortgaged premises shall be sold subject to all taxes, liens and other encumbrances, if any, that have priority over said mortgage.

In addition to the Mortgaged Premises, the Mortgagee intends to sell all personal property upon which it has a security interest pursuant to the terms of the Mortgage, if any. The Mortgagee reserves the right to offer some or all of the personal property for sale together with the real estate or separately therefrom.

TERMS OF SALE: The Mortgaged Premises will be offered for sale to the highest qualified bidder. The auction shall be conducted in such a fashion as the auctioneer sees fit. In order to qualify to bid at the foreclosure sale, any interested person must register to bid and at that time present to the Mortgagee, or its agent or auctioneer, cash or a certified check or other check acceptable to the Mortgagee, in the amount of \$10,000.00. The checks of all unsuccessful bidders will be returned at the conclusion of the public auction. The check and the funds represented thereby of the successful bidder accepted by the Mortgagee shall become a non-refundable deposit on such successful bidder's purchase. The successful bidder will be required to execute a purchase and sale agreement which contains additional terms and conditions concerning the successful bidder's purchase, including the requirement of an additional non-refundable deposit within five (5) days of the date of sale, to increase the successful bidder's total deposit to an amount equal to ten percent (10%) of the purchase price, such additional deposit to be in the form of cash or a certified or other check acceptable to Mortgagee. The balance of the purchase price must be paid in full by the successful bidder or its designee in cash or certified check or other check acceptable to the Mortgagee within thirty (30) days of the date of sale, time being of the essence.

THE PREMISES WILL BE OFFERED AND SOLD "AS IS" AND "WHERE IS," WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, WITHOUT IMPLIED LIMITATION, THE SO-CALLED IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY WARRANTIES AS TO ENVIRONMENTAL CONDITION, POSSESSION, CONSTRUCTION, CONDITION, FITNESS FOR HABITATION, COMPLIANCE WITH FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS, FRONTAGE AND/OR ACREAGE.

RESERVED 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) make multiple and successive bids on its own behalf during the sale; (4) refuse to qualify a prospective bidder to bid and to refuse to accept the bid of a bidder the Mortgagee, in its sole discretion, deems unacceptable; (5) reject any and all bids for the Mortgaged Premises; (6) sell the Mortgaged Premises to the second highest bidder without reopening the auction in the event the successful bidder fails to execute the purchase and sale agreement or fails to close this transaction by the date specified in the notice of foreclosure sale and the purchase and sale agreement; (7) dispense with the reading of this Notice if prior to the commencement of sale, each registered bidder is provided with a true and complete copy of this Notice for examination by hand or by conspicuous posting; and (8) 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.

To the mortgagor(s) and any and all persons, firms, corporations, or others claiming by or under them: **YOU ARE HEREBY NOTICED 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.**

For further information concerning this sale, and for a copy of the aforementioned purchase and sale agreement, please contact JSJ Auctions, 45 Exeter Road, Post Office Box 400, Epping, New Hampshire 03042-0400, telephone (603) 734-4348.

By its Attorneys,
Cronin, Bisson & Zalinsky P.C.

By: James M. Bosco
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