

NOTICE OF FORECLOSURE SALE

Reference is made to a mortgage given by **Bearsville LLC** (the "Mortgagor") to **NuBridge Commercial Lending LLC** dated September 26, 2022, and recorded at the Coos County Registry of Deeds on December 29, 2023 in Book 1643, Page 424 (the "Mortgage"). By virtue of the power of sale contained in the Mortgage, NuBridge Commercial Lending LLC (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 will sell at

PUBLIC AUCTION

On **November 12, 2024 at 1:00 o'clock p.m.** in Colebrook, Coos County, New Hampshire, on the premises which are located at 23 Gould Street, Colebrook, New Hampshire 03576 which premises are described in the Mortgage and which may be currently described as follows (the "Mortgaged Premises"):

Property located on 23 Gould Street, Colebrook, New Hampshire 03576.

PARCEL A:

A certain tract or parcel of land, together with the buildings thereon, in Colebrook, in the County of Coos and State of New Hampshire, and bounded and described as follows:

Beginning at a point on the southerly side of a road as yet unnamed which leads from Bridge Street, so-called, in a southwesterly direction to the within conveyed property, said beginning point being the northwest corner of land owned by Public Service Company of New Hampshire, three hundred thirty-six (336) feet, more or less, southwest of the westerly side of Bridge Street and two hundred eighty-nine point five (289.5) feet on a bearing of North thirty-five degrees West (N 35° W) from the northernmost bound of the Maine Central Railroad right-of-way; thence along the southerly side of the aforementioned Roadway one hundred sixty-six (166) feet, more or less, on a bearing of South forty-nine degrees West (S 49° W) to an iron pin; thence North forty degrees thirty minutes West (N 40° 30' W) for four hundred seventy-five (475) feet, more or less, to an iron pin; thence South forty-six degrees twenty-eight minutes West (S 46° 28' W) for a distance of seven hundred thirty-six (736) feet, more or less, to an iron pin; thence South sixty-two degrees thirty minutes East (S 62° 30' E) five hundred forty-two point five (542.5) feet, more or less, to an iron pin; thence North sixty-two degrees East (N 62° E) three hundred and six point four (306.4) feet, more or less, to an iron pin; thence South sixty degrees East (S 60° E) two hundred sixty-one (261) feet, more or less, to an iron pin located on the northernmost bound of the Maine Central Railway right-of-way; thence North thirty-one degrees thirty minutes East (N 31° 30' E) two hundred ninety nine (299) feet, more or less, to an iron pin; thence North thirty-five degrees West (N 35° W) for two hundred eighty-nine point five (289.5) feet, more or less, to the point of beginning. The above description corrects a certain scrivener's error contained in certain prior deeds.

Also as appurtenant to the land hereinabove described the right to the use of all roads and ways under the control and/or ownership of Charles Corliss which may afford ingress and egress to and from the parcel herein conveyed.

PARCEL B:

A certain tract or parcel of land, together with all buildings thereon, situate in the Town of Colebrook, County of Coos and State of New Hampshire, and being more particularly bounded and described as follows:

Beginning at an iron pipe located in the Southwest corner of other lands of Manchester Manufacturing, Inc., thence running on a bearing of North sixty-two degrees thirty minutes West (N 62° 30' W) along the Northern bound of land, now or formerly of William Keach and Charles Corliss for a distance of two hundred eighty-five (285) feet, more or less, to an iron pipe; thence turning a corner and running on a bearing of North forty-six degrees twenty-eight minutes East (N 46° 28' E) along other lands of the said Colebrook Development, Inc., for a distance of eight hundred forty (840) feet, more or less, to an iron pipe standing in the southerly bound certain right-of way; thence turning a corner and running on a bearing of South forty-one degrees seven minutes East (S 41° 7' E) along the southerly bound of said right-of-way for a distance of two hundred seventy (270) feet, more or less, to an iron pipe, said iron pipe being the Northwest corner of other land of said Manchester Manufacturing, Inc.; thence turning a corner and running on a bearing of South forty-six degrees twenty-eight minutes West (S 46° 28' N) along line of said Manchester Manufacturing, Inc. for a distance of seven hundred thirty-six (736) feet, more or less, to the point of beginning. Being more particularly shown on a certain plan entitled "Manchester Manufacturing, Inc., Scale 1"=100', November 9th, 1973, prepared by Robert W. Shaw, P.E. Colebrook, N. H., and being Lot 3A" as shown on said plan recorded at the Coos County Registry of Deeds on October 11, 1978 at Book 613, Page 484.

TOGETHER WITH the right for the said Manchester Manufacturing, Inc., its successors and assigns, to install an underdrain running from the Northwesterly corner of the within conveyed premises, and running in a generally Northwesterly direction for an approximate distance of six hundred seventy (670) feet, more or less, to the Connecticut River, said underdrain crossing through other lands of the said Colebrook Development, Co., Inc. As part of the consideration of this conveyance, Manchester Manufacturing, its successors and assigns, agrees to keep and maintain said underdrain at all times, keeping the said underdrain free for the flow of water at all times. The aforementioned right is set forth in the Warranty Deed of Colebrook Development Co., Inc. to Manchester Manufacturing, Inc. dated and recorded October 1, 1978 in the Coos County Registry of Deeds at Book 613, Page 484.

Subject to Utility Easement to New Hampshire Public Service Co. excepted and reserved in the Warranty Deed of Charles Corliss to Manchester Manufacturing, Inc. dated and recorded February 21, 1974 in the Coos County Registry of Deeds at Book 568, Page 260.

Subject to Easement and Right of Way granted to the Town of Colebrook by Manchester Manufacturing Corporation by Easement Deed dated May 1, 1975 and recorded May 5, 1975 in the Coos County Registry of Deeds at Book 576, Page 534.

Subject to Rights of others to use roadways running from Bridge Street to the premises, as set forth in the Warranty Deed of Charles Corliss to Manchester Manufacturing, Inc. dated and recorded February 21, 1974 in the Coos County Registry of Deeds at Book 568, Page 260

Subject to Maintenance obligations for an underdrain as set forth in the Warranty Deed of Colebrook Development Co., Inc. to Manchester Manufacturing, Inc. dated and recorded October 1, 1978 in the Coos County Registry of Deeds at Book 613, Page 484.

Subject to Easement Deed from Rex A. Jacobsma, Karen K. Jacobsma and Driver Limited Partnership to Portland Natural Gas Transmission System dated October 10, 1997 and recorded in February 2, 1998 in the Coos County Registry of Deeds at Book 888, Page 333, as modified by Corrective Easement Deed from Rex A. Jacobsma, Karen K. Jacobsma and Driver Limited Partnership to Portland Natural Gas Transmission System dated September 30, 1998 and recorded December 8, 1998 in the Coos County Registry of Deeds at Book 906, Page 856.

Subject to a Notice of Lease to American Performance Polymers LLC dated July 24, 2018 and recorded in said Registry in Book 1492, Page 939 as affected by the Subordination & Attornment Agreement between NuBridge Commercial Lending LLC, Bearsville LLC and American Performance Polymers LLC dated September 26, 2022 and recorded in said Registry in Book 1643, Page 447.

Subject to all matters shown on a plan entitled "Manchester Manufacturing Co." by Robert W. Shaw, P.E. dated November 9, 1973 and recorded in the Coos County Registry of Deeds at Plan Book 613, Page 484.

Subject to Mortgage Deed from Manchester Manufacturing Acquisition, Inc. to Northern Community Investment Corporation in the amount of \$200,000.00 dated January 12, 1989 and recorded in said Registry in Book 742, Page 269.

[End of Description of Mortgaged Premises]

To the Mortgagor or any other person claiming a lien or encumbrance against the Mortgaged 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 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. The Mortgagee's address for service of process purposes is: NuBridge Commercial Lending LLC, 21680 Gateway Center Drive #230, Diamond Bar, CA 91765. The address for the Mortgagee's agent for service of process is: 10 Pleasant Street, Suite 400, Portsmouth, New Hampshire 03801.

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 any and all unpaid taxes, mortgages, liens and other encumbrances entitled to precedence over the Mortgage.

Terms: To qualify to bid, bidders other than the Mortgagee must place **\$25,000.00** 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 foreclosure sale. The deposits placed by unsuccessful bidders shall be returned to those bidders at the conclusion of the sale. The Mortgagee reserves the right to accept back up Foreclosure Sale Agreements from one or more unsuccessful bidders to become in force in the event that the successful bidder shall fail to timely close. The successful bidder will be required to execute a Memorandum of Foreclosure Sale (the "Memorandum") at the time and place of sale, and, if the successful bidder shall refuse to sign the Memorandum, that bidder's deposit shall be retained by the Mortgagee. A copy of the Memorandum shall be available for inspection prior to commencement of the foreclosure sale. The successful bidder will be required to tender an additional deposit (the "Additional Deposit") within ten (10) days of the date of the sale, in an amount sufficient to bring the total Additional Deposit and Initial Deposit (the "Deposit") to an amount equal to ten percent (10%) of the successful bid. All Deposits shall be held by the Mortgagee among its general funds without any obligation to segregate the same and without any obligation to pay interest on the same. 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 thirtieth (30th) day after the date of sale. If the successful bidder fails to complete the purchase of the Mortgaged Premises on or before the thirtieth (30th) day after the date of foreclosure sale, then the Mortgagee reserves the right to exercise all of its remedies as set forth in the Memorandum, including without limitation, the right to retain the deposit, in full, as reasonable liquidated damages or, as the duly appointed attorney-in-fact of said successful bidder, to assign all rights and obligations evidenced by the Memorandum, as a result of the bidder's failure to perform. If the deposit is retained for any reason, it shall become the property of the Mortgagee. Conveyance of the Mortgaged Premises shall be by foreclosure deed. The foreclosure deed and affidavit shall be herein referred to as the "Conveyance Documents." At closing the successful bidder shall execute and deliver to the Mortgagee an acknowledgment and release acknowledging acceptance of the Conveyance Documents as full and complete performance by the Mortgagee under the Foreclosure Sale Agreement, and releasing any and all claims and rights against the Mortgagee and its agents, except as may be specifically provided for in the Conveyance Documents. The Conveyance Documents shall be delivered to the successful bidder upon the Mortgagee's receipt of the balance of the purchase price and the Acknowledgment. There shall be no proration of rents, fuel, real estate taxes or of any other matter. The successful bidder shall pay both its and the Mortgagee's share of any and all transfer taxes and all recording fees. Time is of the essence with respect to every aspect of the Successful Bidder's obligations hereunder.

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, or tenancies, condition of the Mortgage Premises, construction or fitness for habitation, compliance with applicable state or local building or sanitary codes, recitation of acreage or hazardous waste at the Mortgage Premises.

Reservation of Rights: The Mortgagee reserves the right to (1) cancel or continue the foreclosure sale to such subsequent date or dates as the Mortgagee may deem necessary or

desirable; (2) bid on and purchase the Mortgaged Premises at the foreclosure sale; (3) reject any and all bids for the Mortgaged Premises, the foreclosure sale of the Mortgaged Premises being offered WITH RESERVE; (4) waive reading this Notice or any portion thereof at the foreclosure sale; and (5) amend or alter the terms of sale as stated in this Notice by oral or written announcement made at any time before or during the foreclosure sale, and such changes or amendments shall be binding on all bidders.

For further information regarding the Mortgaged Premises, contact James R. St. Jean Auctioneers, at 45 Exeter Road, Epping, NH 03042, 603-734-4348, or 800-639-1810.

Dated: October 2, 2024

NUBRIDGE COMMERCIAL
LENDING LLC

By its attorneys,
Ford, McDonald & Borden, P.A.

By: 

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