

**MORTGAGEE’S SALE MEMORANDUM
AND DEPOSIT RECEIPT**

MORTGAGEE: NICHOLAS SARWARK
(aka Forge Truste Co. CFBO
Nicholas Sarwark, IRA Account No.
IRA710096)

Mailing Address: 269 Orange Street,
Manchester, NH 03104

PURCHASER: _____

Mailing Address: _____

Phone Number: _____

Email Address: _____

NOTICE:

The Notice of Mortgagee’s Sale of Real Estate, a copy of which is attached as Exhibit A (the “Notice”), scheduling a public auction for October 16, 2024 at 2:00 p.m.

PREMISES:

The Real Property located at 523 South Hill Road, Colebrook, NH as described in Mortgagee’s Mortgage recorded in Book 1612, Page 366 of the Coos County Registry of Deeds and as more particularly described in Exhibit B attached hereto.

BID:

The amount of the high bid made by Purchaser at the Public Auction for the Premises begin:

\$ _____

DEPOSIT:

The Deposit delivered to Mortgagee by Purchaser in the amount of: \$5,000.00.

Held by: Wadleigh, Starr & Peters, P.L.L.C.

In consideration of the Purchaser's Bid for the Premises, the Purchaser's payment of the Deposit and the Mortgagee's agreement to convey the Premises to the Purchaser pursuant to the terms of the Notice and New Hampshire law, the parties hereby agree as follows:

1. **IRREVOCABLE:** The Purchaser acknowledges that, prior to making the Bid, the Purchase understood that the Bid was irrevocable.
2. **DEED AND CLOSING:** The Purchaser agrees to purchase the Premises from the Mortgagee and pay Mortgagee the balance of the Bid in cash or certified funds upon which the Mortgagee agrees to execute and record with the Registry of Deeds for the County in which the Premises are located a statutory Foreclosure Deed Under Power of Sale conveying the Premises to the Purchaser (the "Foreclosure Deed"), subject to, and upon the terms, conditions and covenants set forth herein and in the Notice. In addition, Purchaser shall execute such other documentation reasonably necessary by Mortgagee.

The Foreclosure Deed shall be delivered and the balance of the Bid less the Deposit shall be paid, in satisfactory funds, on or before THIRTY (30) days from the date hereof (the "Closing Date"), at the offices of Wadleigh, Starr & Peters, P.L.L.C, 95 Market Street, Manchester, New Hampshire, time being of the essence.

3. **REVENUE STAMPS AND CLOSING COSTS:** Purchaser shall pay to Mortgagee, in Satisfactory Funds on the Closing Date, an amount sufficient to pay all recording costs and all of the New Hampshire Real Estate Transfer Tax required to record the Foreclosure Deed, in addition to the amount required of the Purchaser under Section 2 above, and the Mortgagee shall cause the Foreclosure Deed to be recorded in the appropriate Registry of Deeds.

The Parties acknowledge that there will be no prorations of cost or expense made at the closing of this transaction. The Purchaser shall be responsible for all transfer tax, recording fees, and all other expenses.

4. **DEFAULT:** If Purchaser defaults, Mortgagee shall be entitled to retain the Deposit as liquidated damages as actual damages will be difficult to determine. Mortgagee shall have all other rights available to it under New Hampshire law, including the right to accept the second highest Bid for the Premises and sell the Premises to the second highest bidder provided the second highest bidder shall pay the required Deposit to Wadleigh, Starr & Peters, PLLC as attorney for Mortgagee, within THREE (3) Business days after written notice of default of the previous highest bidder and the Closing shall take place within TWENTY (20) days thereafter.

5. **PREMISES SOLD AS-IS:** The Purchaser acknowledges that the Mortgagee has made no representation or warranties of any kind whatsoever, including any as to the quality of title or the condition of the Premises, to be conveyed by the Foreclosure Deed. **THE PURCHASER ACCEPTS THE PREMISES IN AS-IS CONDITION WITH NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. PURCHASER ACKNOWLEDGES THAT IT ACCEPTS ALL RISK OF LOSS OR DAMAGE TO THE PREMISES THAT MIGHT OCCUR UPON THE CONCLUSION OF THE FORECLOSURE SALE.**

Purchaser acknowledges that Mortgagee conveys the Premises 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 political subdivision thereof.

6. The provisions of the Notice and New Hampshire law governing foreclosure of sales of real estate are incorporated in this Memorandum by reference as if fully completely set forth.

7. The Notice, as supplemented by this Memorandum, shall inure to the benefit of the, and be binding upon, the Purchaser and Mortgagee, and their respective heirs, administrators, executors, successors, legal representatives and assigns, provided, however, that Purchaser may not assign Purchaser's rights hereunder without prior written consent of the Mortgagee, and any assignment made or attempted without such consent shall constitute a default hereunder.

8. ACCEPTANCE OF DEED: Acceptance of the Foreclosure Deed by Purchaser shall be deemed to be the full performance of every agreement and obligation of Mortgagee.

9. RECEIPT OF DEPOSIT: The Mortgagee hereby acknowledges receipt of the Deposit, subject to collection, as of the date set forth below.

10. GOVERNING LAW: This Agreement is made in and shall be interpreted and enforced under the laws of the State of New Hampshire.

11. TIME: TIME IS OFF THE ESSENCE WITH RESPECT TO PURCHASER'S PERFORMANCE UNDER THIS AGREEMENT.

12. DISCLOSURES: The Statutory Disclosures are attached hereto as Exhibit C.

DATED this ____ day of October, 2024

MORTGAGEE:

Witness

NICHOLAS SARWARK
(aka Forge Truste Co. CFBO Nicholas Sarwark, IRA Account No. IRA710096)

PURCHASER:

Witness

EXHIBIT A

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
95 Market Street
Manchester, NH 03101
(603) 206-7293
wreddington@wadleighlaw.com

EXHIBIT B

A certain tract or parcel of land located in the Town of Colebrook, in the County of Coos, and State of New Hampshire, described as follows:

Beginning at the Colebrook-Stewartstown Town Line on the Colebrook side of South Hill Road; Northerly by the Stewartstown Town Line; Easterly by South Hill Road; Southerly by the premises known as the Fred Covell Farm; and Westerly by land formerly owned by the Piper Estate. Contains approximately 120 acres.

EXCEPTING AND RESERVING a lot on the northwesterly side of South Hill Road (also known as the County Road) where said road intersects the Colebrook-Stewartstown Town Line and beginning at an iron pin set in the northwesterly side of South Hill Road in the Town of Stewartstown, said iron pin being Forty-nine and one-half (49 ½) feet, more or less, from the center of the road and also being Fourteen (14) feet, more or less, northeasterly from the road and Town line intersection; thence North sixty-two degrees West (N 62° W) Ten (10) rods, more or less, to an iron pin and comer; thence South fifty-two degrees West (S 52° W) Forty-two (42) rods, more or less, to an iron pin set in the Town of Colebrook; thence South sixty-two degrees East (S 62° E) Ten (10) rods, more or less, to an iron pin on the northwesterly side of the South Hill Road approximately Forty-nine and one-half (49 ½) feet from the center of said road; thence along said road in a northeasterly direction back into the Town of Stewartstown Forty-one (41) rods three (3) feet and eight (8) inches, more or less, to the point of beginning. Contains three (3) acres, more or less.

In the event that the Grantee is unable to obtain water sufficient for normal household use from a spring or springs located on the within conveyed property, they are, in that event only, given the right to such water as is normally necessary for normal household purposes from a pond located northeast of this conveyed parcel and located on land retained by these Grantors.

This conveyance shall be subject to the following covenants and restrictions:

- A. This property shall not be subdivided into more than two (2) parcels.
- B. Only one additional single-family dwelling, together with one additional outbuilding, shall be built on the herein described premises.
- C. In the event an additional single family dwelling is built, it shall be constructed, together with its outbuilding, within the following confines:

Beginning at the northeasterly corner of the herein conveyed premises, being the intersection of the easterly line of the herein conveyed premises (i.e. South Hill Road) with the northerly line of the herein conveyed premises (i.e. the Colebrook/Stewartstown Town line);

Thence running a southerly direction, along said South Hill Road, two (2) tenths of a mile;
Thence turning and running in a straight line, to a point on the westerly line of the above-described premises, said point being two (2) tenths of a mile from the northwesterly corner of the herein-conveyed premises;

Thence turning and running in a northerly direction, along the westerly line of said premises, to the northwesterly corner of the above-described premises, being the intersection of the westerly line of the herein-conveyed premises with the Colebrook/Stewartstown Town line;

Thence turning and running in an easterly direction, along the Stewartstown/Colebrook Town line, to the point of beginning.

D. Phil Lambert, Jr., shall have the right to raze and remove the equipment building located on the herein conveyed premises, located North of the existing dwelling.

EXCEPTING AND RESERVING, from the herein conveyed premises, for the benefit of Phil J. Lambert, Jr. and Susan Lambert, are a minimum of two (2) acres of land, together with the building thereon, located across the road from Phil J. Lambert, Jr's., home.

In the event it is determined that two (2) acres of land is insufficient to be subdivided from the herein described premises, due to either Town regulations or State regulations, or both, the amount of land excepted and reserved herefrom, shall increase, to the extent necessary to obtain both State and Town subdivision approval.

All costs for surveying, obtaining subdivision approval, and conveying of the property, excepted and reserved, shall be borne by Phil J. Lambert, Jr. and Susan Lambert. The covenants and restrictions in Paragraphs A, B, and C, shall not affect the parcel excepted and reserved for Phil J. Lambert, Jr., and Susan Lambert. These covenants and restrictions shall only apply to the property being conveyed to Kimberly Lambert.

Subject to all covenants, restrictions and easements of record.

Being the premises conveyed to Kimberly Lambert, a/k/a Kym Lambert by Warranty deed of Phil J. Lambert, a/k/a Phil J. Lambert, Sr., dated September 22, 2008 and recorded at Book 1265, Page 277.

EXHIBIT C

**SELLER'S DISCLOSURES OF WATER SUPPLY AND SEWAGE DISPOSAL SYSTEM
INFORMATION REQUIRED BY NH RSA 477:4-C**

I. WATER SUPPLY

Unknown to Mortgagee.

If Private Water Supply, complete the following:

Location:

Malfunctions:

Date of Installation:

Date of most recent water test:

Problems:

II. SEWAGE DISPOSAL SYSTEM

Unknown to Mortgagee.

If Private sewer System, complete the following:

Location:

Malfunctions:

Date of most recent service:

Name of Contractor:

III. INSULATION

Unknow to Mortgagee.

PURCHASER acknowledges receipt of the within Notice this ____ day of October, 2024,
prior to execution of a Sale Memorandum and Deposit Receipt.

WITNESS:

PURCHASER:

BY: _____

BUYER’S RECEIPT OF NOTICE PURSUANT TO RSA 477:4-a

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 buyer 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 within Notice this ____ day of October, 2024, prior to execution of a Sale Memorandum and Deposit Receipt.

WITNESS:

PURCHASER:

BY: _____