

**MEMORANDUM OF SALE
BY FORECLOSURE**

This letter constitutes the agreement between:

Jackson Lumber & Millwork Co., Inc(hereinafter “Mortgagee”), as foreclosing mortgagee, and _____ (hereinafter “Buyer”), as purchaser at foreclosure sale/for Mortgagee to sell, and Buyer to buy, by foreclosure deed, the property at:

6 Tinkham Avenue, Derry, New Hampshire 03038

more particularly described in Mortgagee’s Notice of Sale of Real Property, dated September 19, 2024 attached hereto and incorporated herein by reference subject to all unpaid real estate taxes, water and sewer assessments or liens, any other municipal assessments or liens, other charges related to such property, tenants in possession, other liens which may be entitled to precedence over the Mortgagee’s mortgage, unpaid condominium fees where applicable, and any other conditions or circumstances that an inspection of such property or the title thereto would disclose.

The auctioneer may require the successful bidder, or nominee, other than the Mortgagee, (hereinafter the “Buyer”), to deposit the required deposit with the auctioneer, which deposit shall be retained by the Mortgagee if the Buyer shall refuse to sign this Memorandum of Sale By Foreclosure (the “Memorandum”) or, if after signing, the Buyer does not perform his or her obligations hereunder. If the deposit is so retained, it shall become the property of the foreclosing Mortgagee under this agreement, and shall not be applied on the mortgage debt.

The sale shall not be deemed completed until the Buyer has made his or her deposit and has signed this Memorandum. The successful bidder will be required to pay an additional non-refundable deposit within five (5) days of the date of sale, to increase the successful bidder’s 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 shall be paid at Cronin, Bisson & Zalinsky P.C. 722 Chestnut Street, Manchester, NH 03104, by certified or Mortgagee check on or before 5:00 p.m. on the thirtieth day following the sale, provided that such day is one in which the Registry of Deeds is open for business, and if not, then on the next day on which said Registry is open for business. **TIME IS OF THE ESSENCE FOR THIS AGREEMENT AS TO BUYER’S OBLIGATION.** If Mortgagee is unable to convey by the Closing date, Mortgagee, at its option, may automatically extend the Closing Date for up to two (2) consecutive periods of fifteen (15) business days each, by providing written notice to the purchaser.

In the event the Mortgagee for any reason cannot convey title to the Property as stipulated, the deposit, and if applicable, the balance of the purchase price, shall be refunded and all rights hereunder shall cease, and the Buyer shall have no recourse against the Mortgagee, or

its employees, agents and representatives, whether at law or in equity; provided, however, that Buyer shall have the election to accept such title as the Mortgagee can deliver to the Property in its then condition and to pay therefore the purchase price without deduction, in which event the Mortgagee shall convey such title. In the event of such election by Buyer, the Mortgagee shall have no duty or obligation to remove any cloud or defect in title.

The Mortgagee reserves the right to cancel this Memorandum in the event that (a) it is stayed from consummating the sale by virtue of the automatic stay provisions of the Bankruptcy Code or such other Bankruptcy court order; (b) a court approves a memorandum of lis pendens against the Property; (c) the Mortgagee is enjoined from conveying the Property to Buyer for any reason; or (d) as a result of claims asserted by third parties against the Mortgagee or against the Property the Mortgagee determines that it is not in the best interest of the Mortgagee and/or the mortgagors) to convey the Property to Buyer. In the event of such cancellation by the Mortgagee, the deposit, and, if applicable, the balance of the purchase price, shall be refunded and all rights hereunder shall cease, and the Buyer shall have no recourse against the Mortgagee, its employees, agents, attorneys or representatives, whether at law or in equity.

The Buyer shall pay the cost of all documentary recording stamps.

No personal property of any nature is included in this contract of sale, except such as are mentioned in writing herein.

The premises shall be conveyed subject to any leases affecting said premises. If, as of this date, there is any tenant or occupant in residence, the Buyer, if he or she wishes to evict such tenant or occupant, must do so at his or her own expense.

The Mortgagee assumes no risk as regards lead paint.

The sale will not be invalidated by errors or mis-description of the size of the parcel or land sold, or the improvements which may be thereon and the Buyer agrees to waive any claim or right he or she might otherwise have by reason of any such error or mis-description, and agrees that if the property sold can be identified by the description as given or any part thereof, he or she will accept same at the full price bid in complete satisfaction and fulfillment on the part of the Mortgagee and auctioneer of each and all of their obligations of this contract.

The Buyer acknowledges that from and after this date he or she shall have the sole risk of loss, and the Mortgagee shall have no responsibility for maintaining insurance on the premises. In the event that the premises are damaged by fire or other casualty from or after this date, the Buyer shall remain obligated to consummate the sale without any reduction in the purchase price, and upon consummation of such sale, the Mortgagee shall pay over assign to the Buyer any amounts recovered or recoverable if and to the extent any such damage by fire or other casualty was insured against, less any amounts reasonably expended by the Mortgagee in order to obtain such recovery.

If the Buyer, including the mortgagee, shall refuse to execute the Memorandum or shall fail to so perform thereunder, the Mortgagee reserves the right to offer the premises to the second highest bidder for the second highest bid pursuant to this Memorandum. In the event that said second highest bidder shall refuse to execute the Memorandum or shall fail to so perform thereunder, then the Mortgagee shall have the option to purchase the premises for the amount of

the second highest bid.

The Mortgagee shall have the option, in its sole discretion, and as an alternative to the remedy set forth above, to resell the Property under the statutory power of sale, at auction without notice to or approval from Buyer or any other bidders. The Mortgagee is under no obligation to offer the Property to any subsequent bidder in the event of a default by Buyer, before conducting a resale of the Property.

The sale of the Property, either under the statutory power of sale, or to an unsuccessful bidder as set forth herein, shall not release the defaulting Buyer from liability for breach of contract, and in the case of default by the Buyer, the deposit paid by the Buyer shall become the property of the Mortgagee. Retention of said deposit shall not constitute a waiver of the Mortgagee's rights to pursue all other available remedies, including but not limited to specific performance, and nothing in this provision or contained in this Memorandum shall be deemed to constitute such a waiver.

The Buyer acknowledges that no representations or warranties of any kind whatsoever, other than those set forth herein, have been made by or on behalf of the Mortgagee and that the premises are conveyed in "as is" condition.

I, the Buyer at this Public Auction Sale, do hereby acknowledge that I have read the foregoing Mortgagee's Notice of Sale of Real Estate and Memorandum and agree to the terms and conditions as set forth herein. I further acknowledge that I have received a copy of said documents.

At the sale held under the above notice terms, the premises have been sold to the undersigned buyer for _____ Dollars (\$ _____) of which buyer has/has not made the deposit in the amount of Ten Thousand Dollars (\$10,000.00), and hereby agrees to pay the second deposit and the balance of the consideration, as above provided.

[SIGNATURE PAGE TO FOLLOW]

Please be advised that unless you provide to us, in writing, the grantee's name and address that is to appear on the foreclosure deed within three (3) business days of the foreclosure sale date, the deed will be prepared in the name of the person who executed the Memorandum of Sale by Foreclosure. No revisions to the foreclosure deed will be made after that time.

Executed under seal this _____ day of October, 2024.

Mortgagee:
Jackson Lumber & Millwork Co., Inc

Witness

By its Attorney: _____
James M. Bosco
Cronin, Bisson & Zalinsky P.C.
722 Chestnut Street
Manchester, NH 03104

Witness

Buyer or Nominee:

Name (Print)

Address

City, State & Zip

Telephone

Email Address

NOTICE

ATTENTION PROSPECTIVE BIDDERS

All materials and information contained and provided herein are made available for informational purposes only. The seller and/or mortgagee and their agents and attorneys cannot and do not warrant the accuracy or completeness of the information provided herein, nor do they have any obligation to update this information.

Any terms related to the sale are subject to change prior to or on the day of auction. Prior to the auction prospective bidders should make such investigation as they deem appropriate and shall rely entirely on their own information, judgment and inspection of the property.

No representations or warranties of any kind are made with respect to the property to be sold. All property will be sold “as is, where is”, and “with all defects.”

Seller’s representative at the auction is acting solely as agent for the seller/mortgagee in marketing and negotiations of sale of this property, and as such has a fiduciary duty to disclose to the seller/mortgagee information, which is material to the sale, acquired from the buyer or any other source. The purchaser(s) agree that seller/mortgagee and auctioneer have made no warranties of any kind regarding the value, condition, habitability, merchantability and fitness of the property for any purpose.

Potential purchasers are encouraged to seek information from professionals regarding any specific issue or concern.

Seller/Mortgagee has the right to postpone or cancel the auction in whole or in part, in its sole discretion, and to modify and/or add any terms and conditions of sale and to announce such modifications or additional terms and conditions either prior to or at the auction. Seller/Mortgagee reserves the right to refuse admittance to, or expel anyone from the auction premises for interference with auction activities, nuisance canvassing, soliciting or other reasons.

**Notification Regarding Radon Gas and Lead Paint Pursuant to RSA 477:4-a and
Disclosure of Water Supply and Sewage Disposal Pursuant to RSA 477:4-c**

Pursuant to New Hampshire Statute 477:4-a and 477:4-c, you are hereby notified of the following:

1. Radon Gas: Radon gas, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or water.
2. Lead Paint: Before 1977, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present.
3. The Mortgagee has no knowledge or information relative to the type of private water supply system, its location, malfunctions, date of installation, date of the most recent water test and whether or not there has been a problem such as an unsatisfactory water test or a water test with notations.
4. The Mortgagee has no knowledge or information relative to the sewage disposal system including the size of the tank, type of system, its location, malfunctions, the age of the system, the date it was most recently serviced, or the name of the contractor who services the system.

I, _____, have been so informed and notified prior to the Execution of any contract for the purchase and sale of any interest in real property located at 6 Tinkham Ave, Derry, NH 03038.

Dated: October _____, 2024

Buyer or Nominee

Print Name

Address

City, State & Zip

Telephone

Email Address