

## NOTICE OF FORECLOSURE AND SECURED PARTY SALE

Reference is made to the Mortgage and Security Agreement given by **RICHARD J. SCHARTNER and JEB STUART SCHARTNER, individually and as Trustees of the HATCH FARM REALTY TRUST** (the "Mortgagor") to **FARM CREDIT EAST, ACA** dated October 15, 2010, and recorded with the Carroll County Registry of Deeds at Book 2887, Page 547 (the "Mortgage").

By virtue of the power of sale contained in the Mortgage, Farm Credit East, ACA (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 Monday, December 9, 2024, at 11:00 AM:

A. The premises described in the Mortgage located at West Side Road in Conway, Carroll County, New Hampshire (the "Mortgaged Premises"). NOTE: For informational purposes only, as set forth in the Mortgage, the within described land is commonly known as Lot 154 on the Town of Conway Assessor's Tax Map 216.

B. All the personalty of the Mortgagor located on the Mortgaged Premises, including without limitation the personal property under the UCC Financing Statement more fully described at paragraph 5 of the Mortgage and in the UCC Financing Statement recorded with said Registry of Deeds at Book 2887, Page 571, as affected by amendment recorded at Book 3226, Page 523, and as continued by instruments recorded at Book 3226, Page 524 and Book 3537, Page 144, of said Registry of Deeds (the "Personalty").

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 foreclosing party, or its, 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 address for service of process for the Mortgagee is Devine, Millimet & Branch, Professional Association and the name of the Mortgagee's agent for service of process is Charles R. Powell III, Esquire.

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 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 other political subdivision thereof. The sale shall be subject to the right, if any, any tenants upon the Mortgaged Premises, but only to the extent that the said tenant's rights are senior to the lien of the Mortgage. There shall be no proration of rents, fuel, real estate taxes, nor of any other matter.

**Method of Sale:** The Mortgagee shall offer the Mortgaged Premises and the Personalty together as an entirety or separately at its sole discretion.

**Terms of Sale:** To qualify to bid, bidders must place Ten Thousand Dollars (\$10,000.00) 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 auction sale. The deposits placed by unsuccessful bidders shall be returned to those bidders at the conclusion of the sale. The successful bidder shall be required, within ten (10) days of the date of the sale, to pay an amount which when combined with the initial deposit in the amount of Ten Thousand Dollars (\$10,000.00), will bring the total deposit to an amount equal to ten percent (10%) of the purchase price thereof. 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 forty-fifth (45th) day after the date of the sale. If the successful bidder fails to complete the purchase of the Mortgaged Premises and the Personalty on or before the forty-fifth (45th) day after the date of the sale, then the Mortgagee may, at its option, retain the deposit in full as reasonable liquidated damages. Conveyance of the Mortgaged Premises shall be by foreclosure deed and the Personalty by bill of sale. The foreclosure deed and bill of sale shall be delivered to the successful bidder upon the Mortgagee's receipt of the balance of the purchase price on or before the 45<sup>th</sup> day after the date of the foreclosure sale.

The successful bidder shall execute a foreclosure sale agreement (a/k/a memorandum of foreclosure sale) at the conclusion of the auction. From and after the date of the foreclosure sale, all risk of damage or loss thereto by fire or other casualty or by taking by eminent domain, shall be on the successful bidder, who, in the case of any such loss, damage or taking, shall pay the purchase price for the Mortgaged Premises and the Personalty without deduction.

The Mortgagee reserves the right to accept back up foreclosure bids to become in force in the event that the successful bidder shall fail to timely close. If the successful bidder fails to complete the purchase of the Mortgaged Premises and the Personalty on or before the 45<sup>th</sup> day after the date of the foreclosure and secured party sale, then the Mortgagee reserves the right to retain the deposit in full as reasonable liquidated damages and to sell the Mortgaged Premises and the Personalty to the next highest bidder.

**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 express or implied representations or warranties whatsoever including, without limitation, representations or warranties relating to title, possession, construction or fitness for habitation, compliance with state or local codes, recitation of acreage and hazardous waste. THE CONVEYANCE OF THE PERSONALTY WILL BE MADE BY THE MORTGAGEE AND ACCEPTED BY THE SUCCESSFUL BIDDER "AS IS" AND "WHERE IS" AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING WITHOUT

LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Reservation of 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 and the Personalty at the foreclosure sale; (3) offer the Mortgaged Premises and the Personalty as an entirety or separately; (4) reject any and all bids for the Mortgaged Premises and the Personalty; (5) waive reading this notice or any portion thereof at the foreclosure and secured party sale; and (6) 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 and secured party sale. Such changes or amendments shall be binding on all bidders.

For further information regarding the Mortgaged Premises and the Personalty, contact JSJ Auctions at 603-734-4348.

Dated this 4<sup>th</sup> day of November, 2024.

**FARM CREDIT EAST, ACA**  
by its Attorneys,  
Devine, Millimet & Branch, Professional Association

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