**MORTGAGEE'S SALE MEMORANDUM**

**AND DEPOSIT RECEIPT**

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| MORTGAGEE: | Keystone Auto Lending, Inc. |
| Mailing Address: | 415 Eagleview Boulevard, Suite 100, Exton, Pennsylvania 09341 |
| PURCHASER: | _____ |
| Mailing Address: | _____ |
| | _____ |
| Phone Number: | _____ |
| Email Address: | _____ |

NOTICE:

The Notice of Mortgagee's Sale of Real Estate and Notice of Postponement copies of which are attached as Exhibit A (the "Notice"), scheduling a public auction for October 21, 2026 at 11:00 a.m.

PREMISES:

The Real Property located at 467 Clinton Road, Antrim, New Hampshire as described in Mortgagee's Mortgage recorded in Book 9512, Page 186 of the Hillsborough 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 being:

$_____

DEPOSIT:

The Deposit delivered to Mortgagee by Purchaser in the amount of: $20,000.00.

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

In consideration of the Purchase'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 Purchaser 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.LC, 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 and 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 21st day of October, 2026

MORTGAGEE:
KEYSTONE AUTO LENDING, INC.

_____ _____

Witness

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 **BAGGALEY FAMILY HOLDINGS LLC**, a New Hampshire limited liability company (the "Mortgagor") to **Keystone Auto Lending, Inc.** a corporation organized in the State of Pennsylvania, (the "Mortgagee"), dated August 11, 2021 and recorded with the Hillsborough County Registry of Deeds at Book 9512, Page 186 (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 21, 2026, at 11:00 a.m.**

B. **LOCATION AND STREET ADDRESS OF MORTGAGED PREMISES:**

The Mortgaged Premises are located at, and have a street address of 467 Clinton Road, Antrim, Hillsborough County, New Hampshire 03440. 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 TWENTY THOUSAND DOLLARS ($20,000.00). 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 2nd day of September 2026.

KEYSTONE AUTO LENDING, INC.

By its attorneys,
Wadleigh, Starr, Peters, PLLC

By: */s/ William P. Reddington*
William P. Reddington, Esq.
95 Market Street
Manchester, NH 03101
(603) 206-7293
wreddington@wadleighlaw.com

EXHIBIT B

## SCHEDULE "A"

Four certain tracts or parcels of land, with the buildings and improvements thereon, if any, situate in the Town of **ANTRIM**, County of Hillsborough and State of New Hampshire, more particularly bounded and described as follows:

**TRACT I:**

All of the following tract or parcel of land, except so much thereof as is embraced in the deed of Arthur L. Cunningham to Nelson Cook, said deed being dated August 1, 1936, and to which deed reference is made for a description of said excepted portion. Said tract or parcel of land is situated on the south side of the Keene Road in said Antrim, and is bounded and described as follows:

> Beginning at the northeast corner of the premises at land now or formerly of Rosa A. Brown, and land now or formerly of Arthur Proctor being said Proctor's northwest corner; thence southerly and easterly by said Proctor's land to the highway leading from North Branch to South Antrim; thence southerly by said highway to land now or formerly of George P. Little; thence westerly by said Little's land and land now or formerly of A.L. Cunningham to the Keene Road; thence northerly by said road to a stone wall at land now or formerly owned by H.W. Dustin; thence southerly, easterly and northerly by the wall at land of said Dustin to the road; thence easterly by the road to the place of beginning; containing twenty-two acres, more or less.
>
> Subject to a certain penstock right which is set forth in a certain deed, recorded in Hillsborough County Registry of Deeds (the "Registry"), Volume 825, Page 546.

**TRACT II:**

Also, a certain other tract of land situated near Antrim Branch Village in said Town of Antrim, bounded and described as follows, to wit:

> Commencing at a large stone on the easterly side of the highway known as the Keene Highway which is at a point across said highway from the northeasterly corner of land formerly owned by Wyman K. Flint, and now or formerly owned by the Realty Development Corporation and the southeasterly corner of land now or formerly of Edward R. Grant; thence southeasterly by land now or formerly of LaMoy to a corner of the walls which is at the northwesterly corner of land now or formerly of George P. Little; thence southerly by the wall and said Little land to a corner of the walls which is at the southwesterly corner of said Little land and on the northerly line of land now or formerly of Cunningham; thence westerly by said Cunningham land to said highway; thence northerly by said highway to the bound begun at.
>
> Containing two (2) acres, more or less. Said two acres was a part of the original twenty-six acres above described.

**TRACT III:**

A certain tract of land with the buildings thereon, situate in the northerly part of said Antrim, bounded and described as follows, to wit:

> Beginning at the southeasterly corner of the tract at a stake and stones, by the road leading from the Keene Road, so-called, to the residence now or formerly of Luther Campbell, by land now or formerly of Luther Campbell; thence running northerly by said Campbell land about fifty-eight (58) rods to a stake and stones, to land formerly owned by John Wallace; thence running westerly by said John Wallace land and land now or formerly of Edmund Sawyer about thirty-two (32) rods to a stake and stones; thence northwesterly by said Sawyer's land about fourteen (14) rods to a stake and stones by said Keene Road; thence westerly, by said Keene Road about ten (10) rods to a stake and stones at the intersection of said Keene Road and said road leading to Luther Campbell's residence; thence southeasterly by said last mentioned road about seventy-three (73) rods to the place of beginning, the premises hereby conveyed being known as the Thayer Place and lying on both sides of the road leading past the house.

Excepting and reserving therefrom the premises conveyed to the North Branch Cemetery Association by warranty deed of F. Elizabeth Van Hennik dated November 28, 1966, recorded in the Registry, Volume 1908, Page 498, further described as follows:

> A certain tract or parcel of land situate in Antrim, bounded and described as follows:
>
> Beginning at a corner of stone walls on the North side of Cemetery Road, so-called, in Antrim, New Hampshire, at the southwest corner of land now or formerly owned by the North Branch Cemetery Association; thence running in a general westerly direction along the north side of said Cemetery Road about two hundred ninety (290) feet to a stone bound in the ground at land now or formerly of McKay; thence running North 11° 30' East along said McKay land two hundred nine (209) feet to a stone bound in the ground; thence continuing North 11° 30' East along other land of Van Hennik one hundred forty-six (146) feet to an iron pipe in the ground; thence running North 78° East along said Van Hennik land one hundred fifty-six (156) feet to a corner of stone walls at the northwest corner of the other North Branch Cemetery Association land; thence running along the course of a stone wall South 11° East about three hundred forty-one and five tenths (341.5) feet to the place of beginning.

Subject to Current Use Taxation as evidence by instrument recorded in the Registry, Volume 2410, Page 373, on August 4, 1975.

Excepting that portion of the premises taken by the State of New Hampshire in connection with the layout or alteration of NH Route 31 as set forth in Declaration of Taking dated June 1, 1976, recorded in the Registry, Volume 2457, Page 390, and in Commissioners' Return dated June 21, 1976, recorded in Volume 2508, Page 532.

Subject to easements set forth in (i) Declaration of Taking dated June 1, 1976, and recorded in the Registry, Volume 2457, Page 390; (ii) Commissioners' Return dated June 21, 1976, recorded

in Volume 2508, Page 532; and (iii) Slope and Drainage Easement from Martha E. Brown to the State of New Hampshire dated January 14, 2002, recorded in Volume 6569, Page 1700.

**TRACT IV:**

Being all of the right, title and interest which the grantor may have in and to a tract or parcel of land situated in said Town of Antrim, Hillsborough County, State of New Hampshire, which lies between NH Route 9 and the entrance to Pinehaven Cottages, so-called, being the land described in the First Tract of deed to the grantor herein recorded in the Registry, Volume 8572, Page 2104.

Meaning and intending to describe and convey the same premises conveyed to said Baggaley Family Holdings, LLC by deed of said Donald W. Brown, of even date, to be recorded herewith.

**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

Unknown to Mortgagee.

PURCHASER acknowledges receipt of the within Notice this ___ day of October, 2026, 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, 2026, prior to execution of a Sale Memorandum and Deposit Receipt.

WITNESS: PURCHASER:

_____ BY:_____