

## NOTICE OF FORECLOSURE SALE

Reference is made to the Mortgage given by **R&T, LLC** (the "Mortgagor") to **SALEM CO-OPERATIVE BANK** (the "Mortgagee") dated October 14, 2020, and recorded with the Hillsborough County Registry of Deeds at Book 9363, Page 2265 (the "Mortgage");

By virtue of the power of sale contained in the Mortgage, 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, March 10<sup>th</sup>, 2025, at 11:00 AM, on premises located at 2188 Candia Road, Manchester, New Hampshire 03109:

A. The premises described in the Mortgage as follows (the "Mortgaged Premises"):

Two certain tracts or parcels of land with the buildings thereon, situate in the City of Manchester, County of Hillsborough and State of New Hampshire and being known as "2188 Candia Road" and being shown as Lots 870-18 and 870-19-A on a certain plan entitled "Subdivision & Property Line Adjustment Plan, Land of Gould and Proulx", Dated April 25, 1986, Revised June 1986 by John T. Hills, Eng., Inc., and recorded as Plan No. 23295 in the Hillsborough County Registry of Deeds.

Reference is made to the above-referenced plan for a more particular description. Reference is also made to Notice of Lot Consolidation date November 4, 1985, and recorded in Volume 3409, Page 754 of the Hillsborough County Registry of Deeds.

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 agent, 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.

**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. There shall be no proration of rents, fuel, real estate taxes, nor of any other matter.

**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 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. 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 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 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 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.

**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 at the foreclosure sale; ; (3) reject any and all bids for the Mortgaged Premises; (4) waive reading this notice or any portion thereof at the foreclosure; and (5) 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 sale. Such changes or amendments shall be binding on all bidders.

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

*[Signatures to follow on next page]*

Dated this 7<sup>th</sup> day of February, 2025.

**SALEM CO-OPERATIVE BANK**

by its Attorneys,

Devine, Millimet & Branch, Professional Association

By:  \_\_\_\_\_

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