

## **NOTICE OF MORTGAGEE'S SALE**

BY VIRTUE OF A POWER OF SALE contained in a certain Mortgage Deed from **ALLAN HOWARD** whose mailing address is 314 Richmond Road Fitzwilliam, NH 03447 and **CLARE ROSE-HOWARD**, whose mailing addresses is 52 Route 119 W Fitzwilliam, NH 03447 (hereinafter collectively referred to as "Mortgagor"), to **FITZWILLIAM GREEN, LLC** of 95 Wyman Road, #1204, Keene, NH 03431, (hereinafter referred to as "Mortgagee"), dated September 2, 2015, and recorded in the Cheshire County Registry of Deeds in Volume 2918, Page 438, the present holder of said Mortgage, pursuant to and in execution of said Mortgage Deed, and for the purpose of foreclosing the same, will sell at

### **PUBLIC AUCTION**

On July 18, 2025 at 9:30 A.M., on the premises at 52 Route 119 W, Fitzwilliam New Hampshire. The premises being more particularly described in the mortgage. For mortgagor(s) title see the deed recorded in the Cheshire County Registry of Deeds in Book 2918, Page 436.

The original Mortgage instrument may be examined by any interested person at Bragdon, Baron & Kossayda, PC, 82 Court Street, Keene, New Hampshire, 03431, upon contacting the undersigned.

The breach of the condition is non-payment of the Mortgage obligation.

The premises shall be sold "AS IS WHERE IS".

Said premises shall be sold subject to all unpaid taxes, mortgages and any other liens which may be entitled to take precedence over said Mortgage and subject to any existing tenants, tenancies or persons in possession. The Purchase will be responsible for paying all transfer taxes due by reason of this sale or the foreclosure deed given pursuant to this sale.

**TERMS OF SALE:** Five Thousand (\$5,000.00) dollars in cash or certified check, or funds satisfactory to the Mortgagee and Mortgagee's counsel, to be paid at time of sale and the balance to be paid on delivery of the deed on or before thirty (30) days from the date of said sale. The successful bidder(s) will be required to execute a purchase and sale agreement immediately after the close of the bidding. Further terms may be announced at the time of sale.

The Mortgagee hereby expressly reserves the right to bid at the sale, to reject any and all bids made at said foreclosure sale, the right to amend or change the foregoing terms of sale by announcement (written or oral) made before the foreclosure sale, or at the commencement thereof (any such changes or amendments to be binding upon any

purchase as constructive notice by virtue of this clause), and the right to continue the said foreclosure sale to such subsequent date and time as said Mortgagee may deem advisable.

The Mortgagor and all interested parties are hereby notified that:

### NOTICES

(1) The Name and mailing address of the Mortgagee's Agent for service of process is:

Elana S. Baron, Esq.  
Bragdon, Baron & Kossayda, PC  
82 Court Street  
Keene, NH 03431

(2) Contact information for the New Hampshire Banking Department is:

Address: New Hampshire Banking Department  
53 Regional Drive, Suite 200  
Concord NH 03301  
Email: [nhbd@banking.nh.gov](mailto:nhbd@banking.nh.gov)

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.

**(3) YOU ARE HEREBY NOTIFIED, PURSUANT TO R.S.A. 479:25, THAT YOU HAVE THE 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.**

Dated at Keene, New Hampshire, this 30<sup>th</sup> day of May, 2025

Fitzwilliam Green, LLC  
By its attorneys,  
Bragdon, Baron & Kossayda, P.C.

By:   
Elana S. Baron, Esq. Bar ID 19364  
82 Court Street  
Keene, NH 03431  
(603) 357-4800