

FORECLOSURE MEMORANDUM OF SALE

By virtue of a foreclosure sale held on August 20, 2025, Primary Bank, with an address of 207 Route 101, Bedford, New Hampshire 03110, (“**Seller**”) agrees to convey and _____ of

_____ (“**Buyer**”) agrees to acquire the following described premises on the terms and conditions set forth as follows:

1. **Premises**: 137 Lafayette Road, North Hampton, Rockingham County, New Hampshire.
2. **Foreclosure Bid Price**: The bid price is _____ Dollars (\$ _____), which shall be paid as follows: Twenty Thousand Dollars (\$20,000.00) in cash, certified or bank treasurer’s check on the signing of this Memorandum (the “**Deposit**”); the balance of _____ Dollars (\$ _____) in cash, certified or bank treasurer’s check at the closing.
3. **Taxes and Other Encumbrances**: The Premises are sold subject to the real estate taxes assessed or assessable on the premises, subject to all rights of possession and subject to all prior liens and other enforceable encumbrances, whether or not of record, and to any rights of redemption which the Internal Revenue Service or any other governmental agency may possess.
4. **Deed and Closing**: The deed shall be a Foreclosure Deed under Power of Sale in substantially the same form as Exhibit A attached hereto. The deed shall be delivered and the balance of the Foreclosure Bid Price shall be paid on or before October 4, 2025 at 10:00 AM, time being of the essence, at the offices of Hamblett & Kerrigan P.A., 20 Trafalgar Square, Suite 505, Nashua, New Hampshire 03063, or at such time or place as the parties shall agree.
5. **Revenue Stamps and Closing Costs**: Buyer shall pay for the revenue stamps assessed against both Buyer and Seller by New Hampshire law. Buyer shall be responsible for all recording costs assessed by the Rockingham County Registry of Deeds.
6. **Default**: If Seller defaults, Buyer shall be entitled to the return of the Deposit as its sole remedy. If Buyer defaults, Seller shall be entitled to retain the Deposit as liquidated damages, or pursue its remedies at law or in equity at its election. In addition, upon default by Buyer, Buyer’s bid shall be immediately assigned to Seller and Seller may thereafter complete the purchase of the premises.
7. **Zoning**: Seller does not represent or warrant to Buyer that the current use of the premises and the building thereon comply in any respect with any municipal zoning ordinances, building or other like code or that the buildings or the use of the premise is not a nonconforming structure or use.
8. **Inspection**: Buyer acknowledges that it is fully satisfied with the physical condition of the premises; and the Buyer covenants and agrees that it will accept the premises in their current condition. The Seller disclaims all warranties of fitness for a particular purpose or of merchantability or habitability, either expressed or implied. The Buyer agrees to take

the within described property AS IS. The Buyer agrees and acknowledges that it is their responsibility and obligation to secure the premises as of the date of this Memorandum. The Buyer shall be responsible for maintaining insurance coverage on the premises; Seller shall not keep the premises insured against loss for the benefit of the Buyer.

9. **Acceptance of Deed:** Acceptance of a deed by Buyer shall be deemed to be the full performance of every agreement and obligation of Seller.
10. **Broker:** Seller and Buyer represent to each other that no broker or agent has participated in the sale on its behalf and each will indemnify and save the other harmless from any demand, claim or suit at law or in equity by any broker or agent claiming through him or her, including reimbursement or reasonable attorneys' fees and court cost.
11. **Governing Law:** This Memorandum is made in and shall be interpreted and enforced under the laws of the State of New Hampshire.
12. **Integration:** All representations, statements and agreements heretofore made are merged in this Memorandum which is the full expression of the parties' obligations and neither party in entering this Memorandum has relied upon any statement or representation not set forth herein.
13. **Time:** Time is of the essence as to each and every aspect of this Foreclosure Memorandum of Sale.
14. **N.H. Rev. Stat. Ann. §477:4 a, c, d, g, h and §485-A:39 Notices:**
 - a. 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.
 - b. "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."
 - c. 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.
 - d. RSA 477:4-c and d, Water Supply, Sewage Disposal and Insulation: Seller has no information.
 - e. RSA 477:4-g Methamphetamine Production Site: Seller has no information regarding whether Property was used for methamphetamine production.
 - f. RSA 485-A:39 Waterfront Property Site Assessment Study: Seller has no information.
 - g. RSA 477:4-h Public Utility Tariff Pursuant to RSA 374:61: Seller has no information whether Property is subject to a public utility tariff under RSA 374:61.

WITNESS OUR HANDS this August 20, 2025.

Seller:

Primary Bank
By its attorneys
Hamblett & Kerrigan P.A.

Witness

By: _____
Nicholas A. Kanakis, Esq.

Buyer:

Witness

Name:
SS or Fed. ID: _____
Telephone #: _____
Email: _____

Witness

Name:
SS or Fed. ID: _____
Telephone #: _____
Email: _____

EXHIBIT A
FORM OF FORECLOSURE DEED

FORECLOSURE DEED

Primary Bank, of 207 Route 101, Bedford, New Hampshire 03110, holder of a mortgage from **DMO North Hampton Realty LLC** to Primary Bank dated February 25, 2020, recorded in the Rockingham County Registry of Deeds at Book 6086, Page 2687, by the power conferred by said mortgage and every other power, for _____ Dollars (\$_____) paid, grants to _____ of _____, the premises in North Hampton, Rockingham County, New Hampshire conveyed by said mortgage.

Primary Bank,

Date

By: _____
Name: _____
Title: _____

STATE OF NEW HAMPSHIRE
COUNTY OF _____

The foregoing instrument was acknowledged before me on _____,
20____, by _____.

Notary Public/Justice of the Peace

AFFIDAVIT

I, Nicholas A. Kanakis, Esq., attorney for the grantor in the foregoing deed, on my oath say that

1. The principal and interest due on the promissory note secured by the mortgage referred to in the foregoing deed were not paid, tendered, or performed when due and that I caused to be published July 25, 2025, August 1, 2025, and August 8, 2025 in *The Union Leader*, a newspaper of general circulation within the town or county in which the mortgaged premises are situated a Notice of Mortgagee's Sale, a copy of which is attached as Appendix A.

2. A copy of said notice was mailed on July 8, 2025, by certified mail, return receipt requested, to the following at their last known address:

DMO North Hampton Realty LLC
137 Lafayette Road
North Hampton, NH 03862

DMO North Hampton Realty LLC
10 Al Paul Lane, Suite 102
Merrimack, NH 03054

North Hampton Tax Collector
237 Atlantic Avenue
North Hampton, NH 03862

3. No petition was filed in the Rockingham County Superior Court to enjoin the foreclosure sale.
4. To the best of my knowledge no person(s) relative to this matter were in the military service or entitled to relief under the Servicemembers Civil Relief Act at the time of foreclosure or within one (1) year prior to the foreclosure or was a member of the military service when the mortgage was executed.
5. Pursuant to said notices, at the time and place therein appointed, I sold the mortgaged premises at public auction to _____ for _____ Dollars (\$ _____), being the highest bid made therefor at said auction

6. The highest bid and right to purchase was subsequently assigned to _____ by Assignment of Bid which is attached as Appendix B.

Nicholas A. Kanakis, Esq.

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me on _____, 20____,
by Nicholas A. Kanakis, Esq.

Notary Public/Justice of the Peace

APPENDIX A

APPENDIX B

ASSIGNMENT OF BID

For consideration paid, the undersigned hereby sells, transfers, and assigns to _____ with a mailing address of _____,

all right, title and interest of _____, as Buyer under a certain Foreclosure Memorandum of Sale dated August 20, 2025 between Primary Bank, as Seller, and _____, as Buyer, in and to the real property therein described and located at and known as 137 Lafayette Road, North Hampton, Rockingham County, New Hampshire, subject to all covenants and conditions to be performed by Buyer under the Memorandum of Foreclosure Sale.

Executed _____, 20____.

,

Witness

By: _____
Name: _____
Title: _____