MORTGAGEE'S NOTICE OF
FORECLOSURE SALE

By virtue of a power of sale contained in a certain mortgage deed given by **PAUL FRANKLIN CARTER**, with a current address of 41 First Street, Belmont, New Hampshire 03220 and **RYAN PAUL CARTER**, with a current address of 76 Riverside Road, Allenstown, New Hampshire 03275, to Merrimack County Savings Bank, 89 North Main Street, PO Box 2826, Concord, Merrimack County, New Hampshire, 03302-2836, dated June 17, 2016, and recorded on June 17, 2016 in the Merrimack County Registry of Deeds at Book 3519, Page 194, (the "Mortgage") the holder of said mortgage, pursuant to and in execution of said powers, and for breach of conditions of said mortgage deed, (and the Note secured thereby of near or even date, and related documents) and for the purpose of foreclosing the same shall sell at

Public Auction

on

October 3, 2025

at

11:00 AM

Said sale being located on the mortgaged premises and having a present address of **76 Riverside Drive, Allenstown, Merrimack County, New Hampshire**, being all and the same premises more particularly described in the Mortgage.

PURSUANT TO NEW HAMPSHIRE RSA 479:25, 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. Service may be made upon the Bank at: Merrimack County Savings Bank, PO Box 2826, 89 North Main Street, Concord, NH 03302-2826; or upon its agent at: Minkow & Mahoney Mullen, P.A., 67 Water St., Suite 107, Laconia, NH 03246. Failure to institute such petition and complete service upon the foreclosing party, or his or her 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.

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. You may also contact the New Hampshire Banking Department at: 53 Regional Dr., Suite 200, Concord, NH 03301 or on its website at: www.nh.gov/banking.

TERMS OF SALE:

Said premises will be sold subject to (i) all unpaid taxes and liens, whether or not of record; (ii) mortgages, liens, attachments and all other encumbrances and rights, titles and interests of third persons which are entitled to precedence over the Mortgages; and (iii) any other matters affecting title of the Mortgagor to the premises disclosed herein.

DEPOSITS:

Prior to commencement of the auction, all registered bidders shall pay a deposit in the amount of Ten Thousand Dollars ($10,000.00). At the conclusion of the auction of the premises, the highest bidder's deposit, if such high bidder's bid is accepted by the Bank, shall immediately be paid to the Bank and shall be held by the Bank subject to these Terms of Sale.

All deposits required hereunder shall be made in cash or by certified check to the order of the Bank, which is acceptable to the Bank in its sole and absolute discretion.

WARRANTIES AND CONVEYANCE:

The Bank shall deliver a Mortgagee's Foreclosure Deed of the Real Estate to the successful bidder accepted by the Bank within thirty (30) days from the date of the foreclosure sale, upon receipt of the balance of the Purchase Price in cash or check acceptable to Bank. The Real estate will be conveyed with those warranties contained in the Mortgagee's Foreclosure Deed, and no others.

FEDERAL TAX LIEN:

If the property to be sold is subject to a tax lien of the United States of America Internal Revenue Service, unless said lien is released after sale, the sale may be subject to the right of the United States of America to redeem the lands and premises on or before 120 days from the date of the sale.

BREACH OF PURCHASE CONTRACT:

If any successful bidder fails to complete the contract of sale resulting from the Bank's acceptance of such successful bidder's bid, such successful bidder's deposit may, at the option of the Bank, be retained as full liquidated damages or may be held on account of the damages actually suffered by the Bank. If such deposit is not retained as full liquidated damages, the Bank shall have all of the privileges, remedies and rights available to the Bank at law or in equity due to such successful bidder's breach of the contract of sale. Notice of the election made hereunder by the Bank shall be given to a defaulting successful bidder within 50 days after the date of the public auction. If the Bank fails to notify a defaulting successful bidder of which remedy the Bank has elected hereunder, the Bank shall be conclusively deemed to have elected to be holding the deposit on account of the damages actually suffered by the Bank. Upon any such default, the Bank shall have the right to sell the property to any back up bidder or itself.

AMENDMENT OF TERMS OF SALE:

The Bank reserves the right to amend or change the Terms of Sale set forth herein by announcement, written or oral, made prior to the commencement of the public auction.

For further information respecting the aforementioned foreclosure sale, contact JSJ Auctions, 45 Exeter Rd., PO Box 400, Epping NH 03042, 603-734-4348.

Dated this the 15th of August, 2025

MERRIMACK COUNTY SAVINGS BANK
By Its Attorneys
Minkow & Mahoney Mullen, P.A.
By: Peter J. Minkow, Esq.
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