

## **FORECLOSURE MEMORANDUM OF SALE**

By virtue of a foreclosure sale held on August 14, 2025, NBT Bank, N.A., with an address of 52 South Broad Street, Norwich, NY 13815, (“**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:** 104 Emerald Street, Keene, 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 September 29, 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 Cheshire 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:** In compliance with RSA 477:4-a, RSA 477:4-c, RSA 477:4-d, RSA 477:4-g, RSA 477:4-h, and RSA 485-A:39, the following information is provided to Buyer

- 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.
- 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](http://www.des.nh.gov)) to ensure a safe water supply if the subject property is served by a private well.
- c. **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
- d. **PFAS:** Poly-and perfluoroalkyl substances (PFAS) are found in products that are used in domestic, commercial, institutional and industrial settings. These chemical compounds have been detected at levels that exceed federal and/or state advisories or standards in wells throughout New Hampshire, but are more frequently detected at elevated levels in southern New Hampshire. Testing of the water by an accredited laboratory can measure PFAS levels

and inform a buyer's decision regarding the need to install water treatment systems.

- e. **Flood:** Properties in coastal areas and along waterways may be subject to increased risk of flooding over time. A standard homeowners insurance policy typically does not cover flood damage. The buyer is encouraged to determine whether separate flood insurance is required and consult the Federal Emergency Management Agency's flood maps (FEMA.GOV) in order to determine if the property is in a designated flood zone.
- f. **Water Supply; Sewage Disposal:** Seller has no information relative to (i) the type of private water supply system, its location, malfunctions, date of installation, date of the most recent water test and whether or not the seller has experienced a problem such as an unsatisfactory water test or a water test with notations; (ii) the sewage disposal system including the size of the tank, type of system, its location, malfunctions, the age of the system, the date it was most recently serviced, and the name of the contractor who services the system; (iii) approved seating capacity based on the sewage disposal system, if the property is a food service establishment; the type of private water supply system, its location, malfunctions, date of installation, date of most recent water test and whether or not the seller has experienced a problem such as an unsatisfactory water test or a water test with notations; (iv) the private sewage disposal system including its location, malfunctions, the date it was most recently serviced and the name of the contractor who services the system; (v) the insulation, including type and location; (vi) the property being located in a federally designated flood hazard zone.
- g. **Methamphetamine Production Site:** Seller has no information regarding whether Property was used for methamphetamine production.
- 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.
- i. **Waterfront Property Site Assessment Study:** Seller has no information

WITNESS OUR HANDS this August 14, 2025.

Seller:

NBT Bank, N.A.  
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**

**NBT Bank, N.A.**, 52 South Broad Street

Norwich, NY 13815, holder of a mortgage from **RK Parisi Enterprises, Inc.** to NBT Bank, N.A. dated November 22, 2024, recorded in the Cheshire County Registry of Deeds at Book. 3295, Page 435, by the power conferred by said mortgage and every other power, for \_\_\_\_\_ Dollars (\$\_\_\_\_\_) paid, grants to \_\_\_\_\_ of \_\_\_\_\_, the premises in Keene, Cheshire County, New Hampshire conveyed by said mortgage.

NBT Bank, N.A.,

\_\_\_\_\_  
Date

By:\_\_\_\_\_  
Name:  
Title:

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, duly authorized \_\_\_\_\_ of NBT Bank, N.A.

\_\_\_\_\_  
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 April 25, 2025, May 2, 2025, and May 9, 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 April 8, 2023, by certified mail, return receipt requested, to the following at their last known address:

Keene Tax Collector  
3 Washington Street  
Keene, NH 03431

RK Parisi Enterprises Inc.  
104 Emerald Street  
Keene, NH 03431

RK Parisi Enterprises Inc.  
310 Marlboro Street  
Keene, NH 03431

3. No petition was filed in the Cheshire 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 14, 2025 between NBT Bank, N.A., as Seller, and \_\_\_\_\_, as Buyer, in and to the real property therein described and located at and known as \_\_\_\_\_, subject to all covenants and conditions to be performed by Buyer under the Memorandum of Foreclosure Sale.

Executed \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Witness

By:\_\_\_\_\_  
Name:  
Title: