## LEGAL NOTICE

## NOTICE OF FORECLOSURE SALE

By virtue of the STATUTORY POWER OF SALE contained in that certain Mortgage given by Jason Joseph Pullara (the "Mortgagor") to Bank of New Hampshire (the "Mortgagee"), dated April 8, 2022 and recorded in the Coos County Registry of Deeds at Book 1597, Page 938 (the "Mortgage"), with respect to the real and personal property described in the Mortgage (hereinafter collectively the "Property"), pursuant to and in execution of said power of sale, for breach of the conditions of the Mortgage to satisfy the amounts due thereon, together with all costs, expenses and attorneys' fees incurred by the Mortgagee in connection with the sale, and expressly for the purposes of foreclosing all rights of the Mortgagor with respect to the Property, the Mortgagee will sell at:

## **PUBLIC AUCTION**

on **Tuesday**, **September 30**, **2025**, **at 11:00 A.M.**, **local time**, all of the Mortgagee's right, title, and interest in and to the Property. The auction shall be held at the Property, which has a street address of 48 NH Route 26, Colebrook, Coos County, New Hampshire.

For the Mortgagor's title see deed recorded in the Coos County Registry of Deeds at Book 1597, Page 938.

This foreclosure sale will be made for the purpose of foreclosure of all rights of redemption of the Mortgagor therein possessed by Mortgagor and any and all persons, firms, corporations, or agencies claiming by, from or under him, her, it or them.

## NOTICE

TO THE MORTGAGOR AND ALL INTERESTED PARTIES: YOU ARE HEREBY NOTIFIED THAT YOU HAVE THE RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE PROPERTY ARE SITUATED, WITH SERVICE UPON THE MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORECLOSURE SALE.

Liens and Encumbrances: The Property will be sold subject to all unpaid real estate taxes and other municipal assessments and liens therefor, whether or not of record, and all other

liens, easements, rights and encumbrances of any and every nature which are or may be entitled to precedence over the Mortgage.

No Warranties: The Property will be sold by the Mortgagee and accepted by the successful bidder "AS IS", "WHERE IS" and with all faults. Except for warranties arising by operation of law, the conveyance of the Property will be made by the Mortgagee and accepted by the successful bidder without any other express or implied warranties whatsoever, including without limitation, any representations or warranties with respect to title, possession, occupancy, permits, approvals, recitation of acreage, hazardous materials, and physical condition. All risk or damage to the Property shall be assumed and borne by the successful bidder immediately after the close of the bidding.

Terms of Sale: To qualify to bid, bidders must register to bid and present to the Mortgagee or its agent the sum of Ten Thousand Dollars (\$10,000.00) in cash or by certified check or other form of payment acceptable to the Mortgagee or its agent prior to the commencement of the public auction. The balance of the purchase price shall be paid in full in cash or by certified check upon tender of the Mortgagee's Foreclosure Deed within thirty (30) days after the sale, time being of the essence. The successful bidder shall execute a Memorandum of Foreclosure Sale immediately after the close of the bidding. If the successful bidder fails to complete the purchase of the Property, the Mortgagee may, at its option, retain the deposit as liquidated damages. Deposits of unsuccessful bidders shall be returned at the conclusion of the public auction. Other terms may be announced at sale.

Reservations of Rights: The Mortgagee reserves the right to (i) cancel or continue the public auction to such subsequent date or dates as the Mortgagee may deem necessary or desirable; (ii) waive the reading of this notice or any portion thereof at the same provided that copies of said notice are made available to bidders at the sale; (iii) bid upon and purchase the Property at the public auction without producing any deposit; (iv) reject any and all bids for the Property in Mortgagee's sole discretion; (v) amend or change the terms of sale set forth herein by announcement, written or oral, made before or during the foreclosure sale and such change(s) or amendment(s) shall be binding on all bidders; and/or (vi) convey the Property to the next highest bidder should any successful bidder default.

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. FURTHER CONTACT INFORMATION FOR THE NEW HAMPSHIRE BANKING DEPARTMENT IS AS FOLLOWS:

New Hampshire Banking Department 53 Regional Drive, Suite 200 Concord, NH 03301 Tel No.: (603) 271-3561

Foreclosure Hotline: (800) 437-5991

Fax No.: (603) 271-1090

Email: nhbd@banking.nh.gov

Web Site: https://www.banking.nh.gov/

The Mortgagee's principal place of business and mailing address is 62 Pleasant Street, Laconia, New Hampshire 03246. The Mortgagee's agent for service of process with respect to this foreclosure sale is Alexandra N. Brewer, Esquire, c/o Cleveland, Waters and Bass, P.A., Two Capital Plaza, Fifth Floor, Concord, NH 03301, (603) 224-7761.

Further information concerning this sale may be obtained from the auctioneers, JSJ Auctions LLC, 45 Exeter Road, P.O. Box 400, Epping, New Hampshire 03042, whose telephone number is (603) 734-4348. The Mortgaged Property may be open for inspection prior to the date of sale upon prior reservation with the Mortgagee.

Dated this 13th day of August, 2025.

BANK OF NEW HAMPSHIRE

By Its Attorneys,

CLEVELAND, WATERS AND BASS, P.A.

By: <u>Aleyanolic M. Diewo</u> Alexandra N. Brewer, Esquire

Two Capital Plaza, 5<sup>th</sup> Floor

Concord, NH 03301 (603) 224-7761

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