MORTGAGEE'S SALE MEMORANDUM

AND DEPOSIT RECEIPT

MORTGAGEE:	First Bank
Mailing Address:	c/o Hackett Fienberg P.C. 155 Federal Street, 9^{th} Floor Boston, MA 02110
PURCHASER:	______________________________
Mailing Address:	______________________________ ______________________________
Phone Number:	______________________________
Email Address:	______________________________

NOTICE:

The Notice of Mortgagee's Sale of Real Estate, a copy of which is attached as Exhibit A (the "Notice"), scheduling a public auction for November 12, 2025 at 10:00 a.m.

PREMISES:

The Real Property located at 19 Cross Street, Nashua, New Hampshire as described in Mortgagee's Mortgage Deed recorded in Book 9260, Page 36 of the Hillsborough County Registry of Deeds and as more particularly described in Exhibit B attached hereto.

BID:

The amount of the high bid made by Purchaser at the Public Auction for the Premises begin:

$_________________________

DEPOSIT:

The Deposit delivered to Mortgagee by Purchaser in the amount of: $5,000.00.

Held by: Wadleigh, Starr & Peters, P.L.L.C.

In consideration of the Purchase's Bid for the Premises, the Purchaser's payment of the Deposit and the Mortgagee's agreement to convey the Premises to the Purchaser pursuant to the terms of the Notice and New Hampshire law, the parties hereby agree as follows:

1. IRREVOCABLE: The Purchaser acknowledges that, prior to making the Bid, the Purchaser understood that the Bid was irrevocable.

2. DEED AND CLOSING: The Purchaser agrees to purchase the Premises from the Mortgagee and pay Mortgagee the balance of the Bid in certified funds (wire transfer) upon which the Mortgagee agrees to execute and record with the Registry of Deeds for the County in which the Premises are located a statutory Foreclosure Deed conveying the Premises to the Purchaser (the "Foreclosure Deed"), subject to, and upon the terms, conditions and covenants set forth herein and in the Notice. In addition, Purchaser shall execute such other documentation deemed reasonably necessary by Mortgagee.

The Foreclosure Deed shall be delivered and the balance of the Bid less the Deposit shall be paid, in satisfactory funds, on or before Thirty (30) days from the date hereof (the "Closing Date"), at the offices of Wadleigh, Starr & Peters, PLLC, 95 Market Street, Manchester, New Hampshire, Time being of the Essence.

3. REVENUE STAMPS AND CLOSING COSTS: Purchaser shall pay to Mortgagee, in Satisfactory Funds on the Closing Date, an amount sufficient to pay all recording costs and all of the New Hampshire Real Estate Transfer Tax required to record the Foreclosure Deed, in addition to the amount required of the Purchaser under Section 2 above, and the Mortgagee shall cause the Foreclosure Deed to be recorded in the appropriate Registry of Deeds.

The Parties acknowledge that there will be no prorations of cost or expense made at the closing of this transaction. The Purchaser shall be responsible for all transfer tax, recording fees, and all other expenses.

4. DEFAULT: If Purchaser defaults, Mortgagee shall be entitled to retain the Deposit as liquidated damages as actual damages will be difficult to determine. Mortgagee shall have all other rights available to it under New Hampshire law, including the right to accept the second highest Bid for the Premises and sell the Premises to the second highest bidder provided the second highest bidder shall pay the required Deposit to Wadleigh, Starr & Peters, PLLC as attorney for Mortgagee, within Three (3) Business days after written notice of default of the previous highest bidder and the Closing shall take place within Twenty (20) days thereafter.

5. PREMISES SOLD AS-IS: The Purchaser acknowledges that the Mortgagee has made no representation or warranties of any kind whatsoever, including any as to the quality of title or the condition of the Premises, to be conveyed by the Foreclosure Deed. THE PURCHASER ACCEPTS THE PREMISES IN AS-IS CONDITION WITH NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. PURCHASE ACKNOWLEDGES THAT IT ACCEPTS ALL RISK OF LOSS OR DAMAGE TO THE PREMISES THAT MIGHT OCCUR UPON THE CONCLUSION OF THE FORECLOSURE SALE.

Purchaser acknowledges that Mortgagee conveys the Premises subject to all liens and encumbrances entitled to precedence over the Mortgage including but not limited to all unpaid real estate taxes, excepting only the mortgage lien of NBT Bank, which shall be paid from the Bid proceeds.

6. The provisions of the Notice and New Hampshire law governing foreclosure of sales of real estate are incorporated in this Memorandum by reference as if fully completely set forth.

7. The Notice, as supplemented by this Memorandum, shall inure to the benefit of, and be binding upon, the Purchaser and Mortgagee, and their respective heirs, administrators, executors, successors, legal representatives and assigns, provided, however, that Purchaser may not assign Purchaser's rights hereunder without prior written consent of the Mortgagee, and any assignment made or attempted without such consent shall constitute a default hereunder.

8. ACCEPTANCE OF DEED: Acceptance of the Foreclosure Deed by Purchaser shall be deemed to be the full performance of every agreement and obligation of Mortgagee.

9. RECEIPT OF DEPOSIT: The Mortgagee hereby acknowledges receipt of the Deposit, subject to collection, as of the date set forth below.

10. GOVERNING LAW: This Agreement is made in and shall be interpreted and enforced under the laws of the State of New Hampshire.

11. TIME: TIME IS OFF THE ESSENCE WITH RESPECT TO PURCHASER'S PERFORMANCE UNDER THIS AGREEMENT.

12. DISCLOSURES: The Statutory Disclosures are attached hereto as <u>Exhibit C</u>.

DATED this ___ day of November, 2025

Signature page follows

MORTGAGEE:

FIRST BANK

______________________________ ______________________________

Witness

PURCHASER:

______________________________ ______________________________

Witness

EXHIBIT A

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

Pursuant to RSA 479:25 and the Power of Sale contained in the Mortgage Deed given by **Leonard W. Abreu and Nancy L. Abreu,** having an address of 10 Sullivan Avenue, Salem, New Hampshire 03079 (the "Mortgagor") to **First Bank** with a mailing address of c/o SBA Complete, Inc., 550 Continental Boulevard, Suite 120, El Segundo, California 90245 (the "Mortgagee"), dated January 31, 2020 and recorded with the Hillsborough County Registry of Deeds at Book 9260, Page 36 (the "Mortgage"), the Mortgagee will sell the premises mortgaged thereby, which are described below (the "Mortgaged Premises"), for breach of condition and for the purpose of foreclosing the Mortgage, **AT PUBLIC AUCTION AS FOLLOWS:**

A. **DATE, TIME AND PLACE OF SALE:**

The Sale will be held on the Mortgaged Premises on **November 12, 2025, at 10 am.**

B. **LOCATION AND STREET ADDRESS OF MORTGAGED PREMISES:**

The Mortgaged Premises are located at, and have a street address of 19 Cross Street, Nashua, New Hampshire 03064. The Mortgaged Premises are further described in the Mortgage.

C. **TERMS OF SALE:**

The Mortgaged Premises will be sold AS IS, WHERE IS and with all faults, subject to all unpaid taxes and liens therefor, and subject to all other liens, easements, rights, tenancies and encumbrances of any and every nature whatsoever which are or may be entitled to precedence over the Mortgage.

Except for warranties implied by law, the Mortgaged Premises will be conveyed by the Mortgagee and accepted by the successful bidder without any warranties, express or implied, whatsoever.

D. **DEPOSIT**:

Prior to the commencement of the sale, each bidder must qualify by paying as a deposit in cash or by certified check or other form satisfactory to Mortgagee ("Satisfactory Funds") the sum of Five Thousand Dollars ($5,000.00). The successful bidder must execute a Mortgagee's Sale Memorandum prepared by the Mortgagee immediately after the conclusion of the Sale. The balance of the bid price and all real estate transfer tax and recording fees, must be paid in full in Satisfactory Funds upon delivery of the Mortgagee's Statutory Foreclosure Deed, on or before the 30^{th} day after the date of the Sale, Time Being of the Essence. If the successful bidder fails to complete the purchase of the Mortgaged Premises, the Mortgagee reserves the right to retain the deposit as full, liquidated damages.

E. **RESERVATION OF RIGHTS:**

The Mortgagee reserves the right to (i) cancel or continue the Sale to such subsequent date or dates as the Mortgagee may deem necessary or desirable, (ii) bid upon and purchase the Mortgaged Premises at the Sale, (iii) reject any and all bids for the Mortgaged Premises, (iv) accept written bids delivered to the Mortgagee or its Attorney either prior to or at the time of the auction; and (v) amend or change the Terms of Sale set forth herein by announcement, written or oral, made before or during the Sale and such change(s) or amendment(s) shall be binding on all bidders.

F. **NOTICE:**

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.

The New Hampshire Banking Department is located at 53 Regional Drive, Suite 200, Concord, NH 03301. For information on getting help with housing and foreclosure issues, please call the foreclosure information hotline at (800) 437-5991. The hotline is a service of the New Hampshire banking department. There is no charge for this call. The address of the Mortgagee for service of process is the same as the address of the Mortgagee’s agent for service of process.

G. **SERVICE OF PROCESS**

The name and address of the Mortgagee’s agent for service of process in regards to this matter is:

Agent Name: Charles F. Cleary
Address: 95 Market Street, Manchester, NH 03101

H. **INQUIRIES**

Inquiries regarding this Notice and Sale may be made of the undersigned or to JSJ

Auctions, admin@jsjauctions.com, (603) 734-4348, 45 Exeter Road, Epping, NH 03042.

DATED this 23rd day of September 2025.

First Bank

By its attorneys,

Wadleigh, Starr, Peters, PLLC

By: ______________________________
Charles F. Cleary, Esq.
95 Market Street
Manchester, NH 03101
(603) 206-7207
ccleary@wadleighlaw.com

<u>EXHIBIT B</u>

Legal Description

<u>19 Cross Street, Nashua, NH</u>

A certain tract or parcel of land with the buildings thereon, situated in Nashua, Hillsborough County, New Hampshire, bounded and described as follows:

Beginning at the northwest corner of the premises at the intersection of the southerly line of

Whitney Street and the easterly corner of Cross Street; thence

Southerly by the easterly line of Cross Street, fifty-six and two tenths (56.2) feet, more or less, to a drill hole in the cement walk; thence

Easterly by other land formerly of the late Marie St. Jean as the fence now stands, one hundred seven and five-tenths (107.5) feet, more or less, to a stone bound at land of Henri T. Ledoux now or formerly; thence

Northerly by said Ledoux land fifty-eight (58) feet to the corner of the fence at the south line of Whitney Street; thence

Westerly by the south line of Whitney Street, one hundred six and nine-tenths (106.9) feet, more or less, to a place of beginning.

<u>EXHIBIT C</u>

Statutory Disclosures

"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."

"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 and water."

"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."

"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."

"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."

(i) <u>Water Supply System</u>:

Type of water supply system - Public

(ii) <u>Sewage Disposal System</u>:

The Premises are benefitted with public sewer.