December 5, 2025
Foreclosure Auction
Windham, New Hampshire

MEMORANDUM AGREEMENT OF SALE

Bar Harbor Bank & Trust, successor by merger to Lake Sunapee Bank, FSB (hereinafter the "**Mortgagee**"), as holder of a certain *Mortgage* dated November 19, 2010, and recorded on November 23, 2010 at the Sullivan County (NH) Registry of Deeds at Book 1789, Page 25 (the "**Mortgage**") from Michael S. Celotti and Karen R. Celotti ("**Mortgagor**"), conveying to Mortgagee certain real estate and improvements located at 88 Grange Hall Road, South Acworth, New Hampshire and believed to be designated as Tax Map 247 Lot 41 (the "**Mortgaged Premises**"), has this day, pursuant to the power of sale contained in the Mortgage, conducted by public auction a foreclosure sale of the Mortgaged Premises.

It is hereby acknowledged that the highest bid made at said sale was made by _____ (hereinafter the "**Purchaser**"), with a mailing address and contact information as follows:

Mailing address: _____
Email: _____
Phone Number: _____

Purchaser entered a bid of and thereby agreed to purchase the Mortgaged Premises for _____ Dollars and No Cents ($_____.00) (the "**Bid Price**").

Mortgagee and Purchaser agree that in accordance with the published terms of sale, the Purchaser has deposited with the Mortgagee Ten Thousand Dollars ($10,000) (the "**Deposit**"), receipt of which by the Mortgagee is hereby acknowledged. The balance of the Bid Price is to be paid at a closing to be held at the Concord, New Hampshire offices of Preti Flaherty, PLLP (or such other location as the parties may agree upon) in cash, certified check or bank treasurer's check, within forty-five (45) days from the date hereof and upon Mortgagee's delivery of a foreclosure deed in the usual form. **The parties agree that time is of the essence.**

Mortgagee is selling and the Purchaser is buying the Mortgaged Premises "**as is**" and subject to all unpaid taxes and assessments, all other liens, and all easements and rights which may be entitled to precedence over the Mortgage, including but not limited to outstanding real estate taxes assessed by the Town of Acworth. All terms of the *Legal Notice of Foreclosure Sale* dated October 16, 2025 published as required by law (a copy of which is attached as Exhibit A), together with any additional terms and conditions announced by Mortgagee or its agents at the auction sale, are hereby incorporated by reference. **Purchaser further agrees to pay 100% of all real estate transfer taxes due upon recording of the foreclosure deed.**

New Hampshire law (RSA 477:4-a) requires that the following notifications regarding risks associated with the ownership of any property:

"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."

"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."

Purchaser acknowledges receipt of the Water Supply and Sewage Disposal Disclosure required by RSA 477:4-c,d and attached hereto as Exhibit B, and hereby agrees that Mortgagee has complied with all requirements of that statute. Purchaser also acknowledged receipt of the Public Utilities Tarriff Disclosure required by RSA 477:4-h, attached hereto as Exhibit C.

If, for any reason, the Mortgagee is unable to deliver a foreclosure deed to the Mortgaged Premises within the time specified by RSA 479:26, the Purchaser's sole remedy shall be the return of the Deposit, and Purchaser hereby waives and releases any rights or claims Purchaser may have against Mortgagee or its agents for specific performance or any claimed consequential or other damages or losses arising therefrom.

Purchaser acknowledges that Purchaser has agreed to purchase the Mortgaged Premises "as is" and that Purchaser's decision to purchase the Mortgaged Premises is based solely on Purchaser's own investigation and inspection.

If the Purchaser shall default in the performance of any of Purchaser's obligations under this Agreement, the entire Deposit shall, at the option of the Mortgagee and upon oral or written notice to Purchaser, be forfeited by Purchaser and become the property of Mortgagee. In addition, and notwithstanding any such retention of the Deposit, Mortgagee reserves all rights at law or equity to enforce or recover damages for any breach of this Memorandum Agreement of Sale. Purchaser expressly agrees and acknowledges that upon Purchaser's failure or refusal to timely complete the purchase of the Mortgaged Premises, and notwithstanding Mortgagee's retention of the Deposit as a consequence of Purchaser's default, Mortgagee at its sole discretion shall have the right: (i) to convey the Mortgaged Premises to any other bidder of the Sale with such purchase to be otherwise in accordance with the terms of this Memorandum Agreement of Sale; or (ii) purchase the Mortgaged Premises for itself at the price bid by any bidder who failed to close.

Purchaser may not assign its rights or obligations under this contract without the written consent of Mortgagee.

[Remainder of page intentionally left blank.]

Signed and agreed to this _____day of December, 2025.

Witness:

_____

Purchaser:

_____
By _____

Mortgagee:
Bar Harbor Bank & Trust successor by merger to Lake Sunapee Bank, fsb

_____

_____
By Elizabeth A. Smith
Duly authorized Senior Vice President of Bar Harbor Bank & Trust successor by merger to Lake Sunapee Bank, fsb

Exhibit A

LEGAL NOTICE OF FORECLOSURE SALE

Pursuant to a power of sale contained in a certain *Mortgage*, dated November 19, 2010, granted by Michael S. Celotti and Karen R. Celotti (the "**Mortgagorss**"), said Mortgage having been recorded at the Sullivan County (NH) Registry of Deeds (the "**Registry**") at Book 1789, Page 25 on November 23, 2010, (the "**Mortgage**") granted to BAR HARBOR BANK & TRUST, successor-in-interest to LAKE SUNAPEE BANK, FSB ("**Mortgagee**"), with offices at 82 Main Street, Bar Harbor, ME 04609, as holder of the Mortgage, and in execution of said power and rights, for mortgage conditions broken, will foreclose upon and sell the property described in the Mortgage, at public auction, as specified below.

Time and Place of Sale; Premises to be Sold:

On **Friday**, **December 5, 2025 at 11 a.m**. **EST**, Mortgagee will offer for sale, at public auction, the mortgaged premises as described in the Mortgage (the "**Premises**"), consisting of the land and improvements in South Acworth, New Hampshire, which is believed to have a current address of **88 Grange Hall Road, South Acworth, New Hampshire**, and which is also believed to be designated as Town of Acworth Assessor's Tax Map Lot 247-41. The foreclosure auction (the "**Sale**") will be conducted at **88 Grange Hall Road, South Acworth, New Hampshire**.

A legal description of the Premises is included in the Mortgage, which is available for inspection at the Sullivan County (NH) Registry of Deeds or upon request from the undersigned. In the event of any discrepancy between the description of the Premises contained in this notice and the Premises as described in the Mortgage, the terms of the Mortgage shall control.

The Sale will be conducted to foreclose all rights of redemption of the Mortgagors and any and all persons, firms, corporations, entities, or agencies claiming by, from or under the Mortgagors.

Terms of Sale

The Premises will be sold subject to any and all unpaid taxes and other municipal assessments and liens therefore, and all other liens, easements, rights and encumbrances of any and every nature which are or may be entitled to precedence over the Mortgage.

In order to qualify to bid at the Sale, prospective bidders must deliver to the Mortgagee or its agent at time of the Sale a $10,000 deposit ("**Deposit**") in cash or by certified check, cashier's or treasurer's check or bank draft or other form of payment acceptable to Mortgagee in its sole discretion ("**Satisfactory Funds**"). The successful bidder(s) at the sale shall be required to sign a Memorandum Agreement of Sale ("**Memorandum**") at the conclusion of the Sale. Mortgagee shall have the right to retain the Deposit in the event that the successful bidder fails or refuses to execute the Memorandum or to timely complete the purchase of the Premises on the terms set forth in the Memorandum. Mortgagee expressly reserves, in addition to its right to retain the Deposit, all rights at law and equity to enforce or recover damages with respect to any breach of the Memorandum. Unless otherwise provided in the Memorandum, all additional terms and conditions announced at the sale by Mortgagee or its agents shall be deemed incorporated in the Memorandum.

Conveyance of the Premises shall be by foreclosure deed to be delivered to the successful bidder upon the Mortgagee's timely receipt of the balance of the purchase price and the successful bidder's satisfaction of the terms and conditions of the Memorandum. **The closing must take place within forty-five (45) days after the Sale, time being of the essence.** The purchaser shall be responsible for the recording of and shall pay all transfer taxes and recording fees due in connection with the foreclosure deed.

No Warranties

THE PREMISES WILL BE OFFERED AND SOLD "AS IS AND WHERE IS," WITHOUT WARRANTY AS TO ANY ENVIRONMENTAL OR OTHER CONDITION OF OR TITLE TO THE PREMISES, AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE SO-CALLED IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, SUCH WARRANTIES BEING ALL EXPRESSLY DISCLAIMED BY MORTGAGEE. Mortgagee makes no representations or warranties with respect to (a) the accuracy of any statement as to the boundaries, acreage, frontage or other matters in the description of the Premises, (b) the legal status or condition of any building or improvements on the Premises, or (c) the Premises' compliance with zoning or any other federal, state, or local law or regulation.

Reserved Rights

The Mortgagee, in its sole discretion, may amend or alter the terms of the Sale at the Sale or any postponement thereof, orally or by written notice at or prior thereto, with such amended or altered terms to be binding upon all bidders. Mortgagee may postpone, continue, suspend, or cancel the Sale by announcement or posting at the Premises. The Mortgagee may bid on, and make successive bids on, and purchase the Premises at the Sale, and may reject, disqualify, or accept bids at its sole discretion. In the event that a successful bidder fails to execute the Memorandum or to timely complete the purchase of the Premises on the terms set forth in the Memorandum, Mortgagee shall have the right, but not the obligation, to (i) convey the Premises to any other bidder at the Sale, then agreeing to purchase, with such purchase to be otherwise in accordance with the terms of the Memorandum, or (ii) at Mortgagee's election, and without obligation, purchase the Premises for itself at the price bid by the bidder who failed to close. Any such alternate disposition of the Premises shall in no way waive or limit Mortgagee's right to retain the Deposit or pursue its other rights and remedies against a non-closing successful bidder.

NOTICE TO THE MORTGAGORS AND ANY OTHER PERSON CLAIMING UNDER THE MORTGAGORS OR CLAIMING AN INTEREST IN OR A LIEN OR OTHER ENCUMBRANCE ON THE PREMISES: 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. Failure to institute such petition and complete such service upon the Mortgagee or its agent conducting the Sale prior to the Sale shall thereafter bar any action or right of action of the Mortgagors 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.

For Service of Process, Mortgagee's agent and address is Preti Flaherty Beliveau & Pachios, PLLP, 57 N. Main Street, P.O. Box 1318, Concord, NH 03302-1318.

Prospective bidders should contact James St. Jean Auctioneers, 45 Exeter Road, PO Box 400, Epping, NH 03042 at (603) 734-4348; *www.jsjauctions.com* for further information.

Dated this 16th day of October, 2025.

BAR HARBOR BANK & TRUST
By its Attorneys,
PRETI FLAHERTY BELIVEAU & PACHIOS, PLLP

/s/ Gregory A. Moffett

GREGORY A. MOFFETT
Preti, Flaherty, Beliveau & Pachios, PLLP
P.O. Box 1318
Concord, New Hampshire 03302-1318
Phone (603) 410-1500 Fax (603) 410-1501
gmoffett@preti.com

Exhibit B

WATER SUPPLY AND SEWAGE DISPOSAL AND INSULATION DISCLOSURE
PURSUANT TO RSA 477:4-c, d

SELLER: Bar Harbor Bank & Trust successor by merger to Lake Sunapee Bank, fsb

BUYER: 88 Grange Hall Road, South Acworth, New Hampshire

I. Seller discloses the following information to Buyer regarding the water supply at the Mortgage Premises:

A) Type of private water-supply system: UNKNOWN TO SELLER.
B) Location: UNKNOWN TO SELLER.
C) Malfunctions: UNKNOWN TO SELLER.
D) Date of installation: UNKNOWN TO SELLER.
E) Date of most recent water test: UNKNOWN TO SELLER.
F) Unsatisfactory water test or water test with notations: UNKNOWN TO SELLER.

II. Seller discloses the following information to Buyer regarding the sewage disposal system at the Mortgaged Premises:

A) Size of tank: UNKNOWN TO SELLER.
B) Type of sewage disposal system: UNKNOWN TO SELLER.
C) Location: UNKNOWN TO SELLER.
D) Malfunctions: UNKNOWN TO SELLER.
E) Age of system: UNKNOWN TO SELLER.
F) Date of most recent service: UNKNOWN TO SELLER.
G) Name of contractor who services the system: UNKNOWN TO SELLER.

III. Seller discloses the following information to Buyer regarding the insulation in the Mortgaged Premises: SELLER HAS NO KNOWLEDGE OF THE TYPE OF INSULATION USED IN THE MORTGAGE PREMISES.

Exhibit C

PUBLIC UTILITY TARIFF DISCLOSURE
PURSUANT TO RSA 477:4-h

REAL ESTATE: 88 Grange Hall Road, South Acworth, New Hampshire

I. Seller discloses the following information to Purchaser regarding any metered public utility services at the Real Estate that Purchaser may be responsible for paying as a condition of such utility service:

A) Utility Service is provided under a tariff with unamortized or ongoing charge for energy efficiency or renewable energy improvements to RSA 371:61: UNKNOWN TO SELLER
B) Remaining Term: UNKNOWN TO SELLER
C) Amount of Charges: UNKNOWN TO SELLER
D) Estimates or Documentation of gross or net energy or fuel savings: UNKNOWN TO SELLER