

## NOTICE OF SALE

By virtue of N.H. R.S.A. 205-A:4-a, Olde Towne Homeowners Cooperative, Inc. (the "Park Owner" or the "Cooperative"), for nonpayment of rent and other charges due thereon, pursuant to that certain Member Occupancy Agreement dated August 31, 2009, as amended, by and between Park Owner and John Sears and Holly Sears (together, the "Debtor"), together with all costs, expenses and attorneys' fees incurred by the Park Owner in connection with the sale, and expressly for the purpose of foreclosing all rights of the Park Owner with respect to the Property, the Park Owner will sell at **PUBLIC AUCTION**:

On **May 12, 2026 at 11:00 a.m., local time**, all of Debtors right , title and interest in and to the property, a 1972 Elcona manufactured housing unit with 14x12 addition and 15x12 shed, identified by serial number 1165242218 (the "Property"), which is presently situated at and has a street address of 31 Edgewood Drive, Allenstown, County of Merrimack, State of New Hampshire. For Debtor's title see deed recorded in the Merrimack County Registry of Deeds at Book 3178 and Page 0386.

### 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 therefore, 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 Debtor.

**No Warranties:** The Property will be sold by the Park Owner 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 Park Owner and accepted by the successful bidder without any other express or implied warranties whatsoever. 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:** **The sale is of the Manufactured Home only.** To qualify for a bid at the foreclosure sale, each interested person must present to the Park Owner or its agent prior to the commencement of the public auction the sum of twenty percent (20%) of the sales price, or Two Thousand Five Hundred Dollars (\$2,500.00), whichever is less, in cash, by bank check, or by certified check. The successful bidder (the "Purchaser") shall be required to execute a memorandum of sale of manufactured housing immediately after the conclusion of the public auction reflecting the purchase price of the Property (the "Purchase Price"). The balance of the Purchase Price shall be paid in full in cash or by certified check upon tender of the Foreclosure Deed within twenty-one (21) days of the sale date, time being of the essence.

**Unless otherwise agreed to in writing with the Park Owner, the Purchaser shall be required to remove the Property from the Cooperative. To reside at the Cooperative, Purchaser must be approved for membership and enter into an occupancy agreement with the Cooperative.** The Park Owner 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:

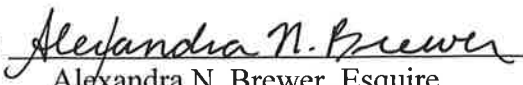
**New Hampshire Banking Department**  
**53 Regional Drive, Suite 200**  
**Concord, NH 03301**  
**Tel No.: (603) 271-3561**  
**Foreclosure Hotline: (800) 437-5991**  
**Fax No.: (603) 271-1090**  
**Email: [nhbd@banking.nh.gov](mailto:nhbd@banking.nh.gov)**  
**Web Site: <https://www.nh.gov/banking/>**

The Park Owner's principal place of business and mailing address is 7 Hillside Drive, Allenstown, NH 03275. The Park Owner'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, 5<sup>th</sup> Floor, Concord NH, 03301, (603) 224-7761.

Further information concerning this sale may be obtained from the auctioneers, James R. St. Jean Auctioneers, Inc., 45 Exeter Road, P.O. Box 400, Epping, New Hampshire 03042, whose telephone number is (603) 734-4348.

Dated: March 23, 2026

**Olde Towne Homeowners Cooperative, Inc.**  
**By Its Attorneys**  
**CLEVELAND, WATERS AND BASS, P.A.**

By:   
Alexandra N. Brewer, Esquire  
Two Capital Plaza, 5<sup>th</sup> Floor  
Concord, NH 03301  
(603) 224-7761