

**NOTICE OF FORECLOSURE SALE**  
(RSA 479:25)

By virtue of those statutory powers of sale contained in a certain real estate mortgage deed given by Kona, LLC, a New Hampshire limited liability company (hereinafter referred to as the Borrower) having a mailing address of 16 Maple Street, Somersworth, New Hampshire 03878 to Kona, Inc, a New Hampshire corporation, (hereinafter referred to as the Lender) having a mailing address of P.O. Box 458, Center Harbor, New Hampshire 03226, and recorded on May 30, 2024 at Book 3773, Page 133, at the Carroll County Registry of Deeds, the Lender pursuant to and in execution of said statutory powers of sale and for breach of the conditions of said real estate mortgage and the promissory note secured by the same, to wit: failure to make timely promissory note payments when due and for the purposes of foreclosing the same to satisfy the amounts due thereunder, including but not limited to, all costs, expenses and attorney fees incurred by the Lender in connection therewith, will sell at public auction on May 26, 2026 at 10:00 a.m. on the mortgaged premises the property described in said real estate mortgage deed as 50 Jacobs Road and 48 Boat House Road in Moultonborough, New Hampshire further described as follows:

**50 JACOBS ROAD A/K/A TAX MAP 215-014**

A certain tract of land with the buildings and improvements thereon situate at 50 Jacobs Road in Moultonborough, Carroll County, New Hampshire, being more particularly bounded and described as follows:

Beginning at the intersection of the southerly line of Osgood Hill Road with the westerly line of Jacobs Road; thence along the westerly line of said Jacobs Road in a general southeasterly direction 2,604', more or less, to an intersection with the northerly line of Colby Road; thence southwesterly along the northerly line of said Colby Road 1,670', more or less, to an intersection with the easterly side of a private road leading to lands of Clark, Booth, Keller, Orlando, and others; thence along the easterly side of said road and passing westerly of land of the Hockflieger Ski Club, Inc. for a total estimated distance of 3,000', more or less, to an intersection with the southerly line of the aforesaid Osgood Hill Road; thence along the southerly side of said Osgood Hill Road northeasterly 1,310', more or less, to the point of beginning.

Excepting and reserving from the above-described tract all out conveyances therefrom and as set forth in said mortgage.

### **48 BOAT HOUSE ROAD A/K/A TAX MAP 216-9 A/K/A AREA A**

A certain lot with the buildings and improvements thereon situate at 48 Boat House Road in Moultonborough, Carroll County, New Hampshire as shown as Area A and Pier and Breakwater on a plan of land entitled "Subdivision of Kona, Inc. Property, Land in Moultonboro, Carroll County, New Hampshire" dated March, 1976 and recorded on June 16, 1976 at Plan Book 33, Page 32.

#### **NOTICE:**

As Borrower (or any other person claiming a lien or other encumbrance upon the premises) you are hereby notified that you have the right to petition the Superior Court for the County in which the mortgaged premises are located, with service upon the Lender, and upon such bond as the Court may require, to enjoin the scheduled foreclosure sale.

Failure to institute such petition and complete service upon the Lender, or Lender's agent conducting the sale, prior to sale shall thereafter bar any action or right of action of the Borrower based on the validity of the foreclosure.

#### **EXAMINATION OF DOCUMENTS:**

The mortgage instruments may be examined by any interested person at the offices of Walker and Varney P.C. in Wolfeboro, New Hampshire during normal business hours.

#### **DISCLAIMERS:**

Said property will be sold in an 'as is' condition, with all faults, without any guarantees or warranties whatsoever and subject to all unpaid taxes, rights, easements, covenants, restrictions, attachments, previous out conveyances, liens and encumbrances of any nature entitled to precedence over said mortgage. The Lender further specifically makes no representations nor warranties whatsoever with respect to the title, marketability, insurability, buildability, boundaries, acreage, frontage or other matters contained in the description of said property or otherwise.

#### **TERMS OF SALE:**

A deposit of \$250,000.00 shall be paid by certified check or by bank credit acceptable to the Lender at the commencement of the time of the foreclosure sale. The balance shall

similarly be paid within 30 days of the sale time being of the essence. The successful bidder shall pay 100% of the transfer tax and all recording fees. Upon receipt of said monies the Lender will tender Lender's agent's standard foreclosure deed. If a successful bidder fails to perform within said 30 day period through no fault of the Lender then all monies paid to the mortgagee shall be forfeited and the Lender at the Lender's option may additionally institute a lawsuit for specific performance and/or for damages including reasonable attorneys fees.

**RESERVATION OF RIGHTS:**

The Lender and Lender's agents hereby reserve the right (i) to continue the foreclosure sale to such subsequent date or dates as the Lender may deem necessary or desirable, (ii) to bid at such sale, (iii) to reject any and all bids for the property, (iv) to amend, change or announce further terms of the sale before or during the foreclosure sale, with all such changes or amendments being binding upon all bidders, and (v) upon the default or disability of the highest bidder to accept the next highest qualified bidder without re-advertising.

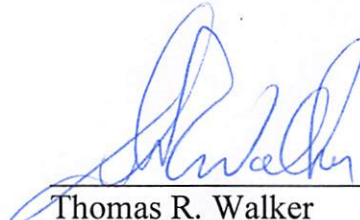
**RISK OF LOSS:**

From and after the conclusion of the foreclosure sale, all risk of loss or damage to the mortgaged property shall pass to, and be borne by, the successful bidder therefor.

**EXECUTION OF ACKNOWLEDGEMENT AND RECEIPT FORM:**

The successful bidder shall be required to sign the Lender's agent's standard Purchase and Sales Agreement form at the conclusion of the foreclosure sale.

Kona Inc.  
By its attorney



Thomas R. Walker  
Walker & Varney P.C.  
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Wolfeboro, NH 03894  
603-569-2000

Date: April 13, 2026