

## NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the POWER OF SALE contained in a certain mortgage given by ANNALEE DOLLS, LLC to CUSTOMERS BANK (the "Mortgage"), dated September 30, 2021 and recorded at the Belknap County Registry of Deeds in Book 3453, Page 429 (the "Mortgage"), of which Mortgage the Mortgagee is the present holder, for breach of the conditions of said Mortgage and for the purpose of foreclosing the same, all and singular, will be sold at **Public Auction at 11:00 A.M. on the 12th day of May, 2026** (the "Auction"). The Auction will be held at 339 Daniel Webster Highway, Meredith, Belknap County, New Hampshire 03253. The premises to be sold at Auction is described in said Mortgage (the "Mortgaged Premises"), to wit:

339 Daniel Webster Highway, Meredith, Belknap County, New Hampshire

Four certain tracts or parcels of land together with the buildings and improvements now or hereafter located thereon, situated on the easterly side of Daniel Webster Highway in the Town of Meredith, County of Belknap and State of New Hampshire, bounded and described as follows:

Tract I:

Beginning at an iron pin set in the ground on the easterly side of said highway, said pin being 300 feet, more or less, northerly from the southwest corner of land belonging to L. G. Pynn, Sr. and on the northerly line of land belonging to Herbert Livingston;

Thence turning and running along the easterly side of said highway along the arc of a curve of said highway in a northerly direction, a distance of 100 feet, more or less, to an iron pin set in the ground at the land of the Prescott Estate, said pin marking the original corner of Leander G.I. Pynn, Jr. land;

Thence turning and running along said Prescott Estate, South 83° 37' East a distance of 150 feet more or less, to an iron pin set in the ground marking the original corner of Leander G. Pynn, Jr. land;

Thence turning and running along said Prescott Estate in a southerly direction, keeping a distance of 150 feet, more or less, off the easterly side of the Daniel Webster Highway, a distance of 100 feet, more or less, to a pin set in the ground at land of Leander G. Pynn, Jr., said pin being 300 feet, more or less, northerly from a pin set in the ground marking the southeasterly corner of land belonging to L.G. Pynn Sr., and the northerly line of said Livingston;

Thence turning and running along land of Leander G. Pynn, Jr., North 83° 37' West a distance of 150 feet, more or less, to the point of beginning.

Tract II:

Beginning at an iron rod set in the ground on the easterly side of said highway at the northwest corner of land belonging to Irving G. Clark, et ux;

Thence turning and running along the easterly side of said highway in a northerly direction, a distance of 100 feet, more or less, to an iron rod set in the ground at land of Mary P. Prescott;

Thence turning and running along Mary P. Prescott land South 23° 37' East a distance of 150 feet, more or less, to an iron rod set in the ground;

Thence turning and running along land of Mary P. Prescott in a southerly direction a distance of 100 feet, more or less, to an iron rod set in the ground at land of Irving G. Clark, et ux;

Then turning and running along land of Irving G. Clark, et ux, North 23° 37' West a distance of 150 feet, more or less, to the point of beginning.

Tract III:

Beginning at a point on the easterly side of said highway and said point being the northwesterly corner of land conveyed by Mary P. Prescott to Irving Clark by deed dated February 11, 1954 and recorded with the Belknap County Registry of Deeds in Book 352, Page 495;

Thence running in an easterly direction along said Clark land a distance of 200 feet, more or less;

Thence turning and running in a northerly direction parallel to the said highway a distance of 125 feet, more or less;

Thence turning and running in a westerly direction parallel to the first described bound, a distance of 200 feet, more or less, to a point on the easterly side of said highway, which point is 125 feet more or less, as measured along the easterly side of the said highway from the point of beginning;

Thence turning and running in a southerly direction along the easterly side of said highway a distance of 125 feet, more or less, to the point of beginning.

Tract IV:

Beginning at a point 200 feet, more or less, off the easterly side of Route 3 at the northeast corner of land of Marshall French and land of Dr. Charles Cataldo and following the course of the brook in a general southeasterly direction 420 feet, more or less, to a point;

Thence turning and running in a westerly direction from the brook 160 feet, more or less, to the northeast corner of property of Greenmore;

Thence continuing in a westerly direction alongside Greenmore property 100 feet, more or less, to the back property line of Aranco Realty Trust;

Thence turning and running in a northerly direction along land of a Aranco Realty Trust and other land of Meredith Motor Company, Inc., 270 feet, more or less, to land of Marshall French;

Thence turning and running in an easterly direction along the French land 50 feet, more or less;

Thence turning and running in a northerly direction along said French land 120 feet, more or less, to the point of beginning.

In the event of any typographical errors in the publication of this notice, the description in the Mortgage shall control.

Said Mortgaged Premises will be sold subject to any and all valid superior or prior liens on said Mortgaged Premises, if any there be, including liens, encumbrances, attachments, levies, unpaid taxes, tax titles, mortgages, security interests, occupancies, leases, tenancies, municipal charges, federal, state, district and municipal taxes, liens and assessments, rights of way restrictions, easements and covenants, to the extent in force and applicable to the Mortgaged Premises. Said Mortgaged Premises will be sold subject to that certain Subordination, Non-Disturbance and Attornment Agreement by and between Meredith Coffee LLC as tenant, Customers Bank as Lender and Annalee Dolls LLC as landlord, dated September 7, 2023 and recorded on September 8, 2023 in the Belknap County Registry of Deeds at Book 3586, Page 744. Notwithstanding any title information contained in this Notice of Mortgagee's Sale of Real Estate, the Mortgagee expressly disclaims any representations as to the state of the title to the Mortgaged Premises involved. The Mortgaged Premises to be sold at the Auction is "AS IS, WHERE IS."

**TERMS OF SALE:** A deposit of Fifty Thousand Dollars (\$50,000) is to be paid by the Auction's successful bidder at the time and place of Auction as a non-refundable earnest money deposit to be held at the option of Mortgagee as liquidated damages for any default or breach by the successful bidder. Within three (3) business days after the Auction, an additional deposit shall be paid by the successful bidder sufficient to bring the aggregate deposit to an amount equal to five percent (5%) of the sale price. Each deposit shall be paid by the successful bidder to Sheehan Phinney Bass & Green PA ("Escrow Agent"), by certified or bank cashier's check or other form of payment acceptable to Mortgagee and held subject to the terms of a Memorandum of Sale to be executed at the Auction unless otherwise announced at the Auction. The balance of the purchase price must be paid within thirty (30) days from the date of Auction, together with one hundred percent (100%) of all real estate transfer taxes thereon. **TIME WILL BE OF THE ESSENCE.**

In the event that the successful bidder at the Auction shall default in purchasing the Mortgaged Premises according to the terms of this Notice of Mortgagee's Sale of Real Estate and/or the terms of the Memorandum of Sale executed at the Auction, the Mortgagee reserves all of its rights against such successful bidder and in addition, Mortgagee may, at its election, assume the bid of the successful bidder or sell the Mortgaged Premises to the second highest bidder or subsequent high bidders in order of their bids at the Auction, provided that Mortgagee in its discretion may require, (i) said subsequent highest bidders to deposit with the Escrow Agent the amount of the required deposit as set forth herein within three (3) business days after written

notice to the subsequent highest bidder of the default of the previous highest bidder, (ii) the subsequent highest bidder to execute a Memorandum of Sale, and (iii) the closing to occur within thirty (30) days of said written notice, time being of the essence unless the Mortgagee agrees otherwise. The Mortgagee may, at its option, assume any subsequent highest bid should that bidder fail to fulfill its obligations under the Memorandum of Sale. No such assumption of the highest or any subsequent highest bid or sale of the Mortgaged Premises by the Mortgagee to a subsequent highest bidder shall relieve the highest and or subsequent highest bidder, as applicable, from its obligations under such Memorandum of Sale nor operate as a waiver by the Mortgagee of its rights and remedies against the highest or subsequent highest bidder at the Auction.

The Mortgagee reserves the right to bid at the Auction. The Mortgagee reserves the right to postpone this Auction to a later time or date by public proclamation at the time and date appointed for the Auction and to further postpone any adjourned auction date by public proclamation at the time and date appointed for the adjourned auction.

Other terms, if any, will be announced at the sale.

Prospective bidders should contact the auctioneer, JSJ Auctions, 45 Exeter Road, Epping, New Hampshire, 03042, (603) 734-4338, [jay@jsjauctions.com](mailto:jay@jsjauctions.com), for further information.

**NOTICE PURSUANT TO NEW HAMPSHIRE RSA 479:25: 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.**

CUSTOMERS BANK  
Mortgagee  
By its Attorney  
Christopher Candon, Esq.  
Sheehan Phinney Bass & Green PA  
1000 Elm Street  
Manchester, NH 03101