NOTICE OF MORTGAGEE'S SALE

Pursuant to a mortgage granted by Sunshine Fund, LLC ("**Mortgagor**"), SUGAR RIVER BANK, holder of the following mortgage ("**Lender**"), will conduct at public auction, for condition broken, foreclosure auctions and sales of the land and improvements ("Property") covered by the following mortgage, on the date and at the time set forth below:

> Mortgage dated February 15, 2022, and recorded at the Carroll County Registry of Deeds Volume 3052, Page 380 with respect to land and buildings located at 57 Pleasant Street, Conway, NH and believed to be designated as Conway Assessor's Tax Map 276 Lot 64 (the "**Pleasant Street Property**")

<u>Sale Date and Times</u>

The mortgage will be foreclosed, pursuant to statutory power of sale, at public auction (a "**Sale**") on Wednesday, **<u>July 29, 2026,</u>** at such Property at the following time:

(i) **Pleasant Street Property: 11:00 a.m.**

The mortgage is available for inspection either online or in hard copy at the registry in which it is recorded, as indicated above. Reference is made to the Mortgage and any plans referenced therein for a legal description of each Property and for a statement of easements, covenants, restrictions, rights and other matters, if any, affecting the Properties.

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

<u>Terms of Sale</u>

The Property will be sold subject to any and all unpaid taxes and other municipal assessments and liens therefor, 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 purchasers must deliver to Lender or its agent prior to the Sale of any of the aforementioned Properties, a **$10,000** deposit by certified check, cashier's or treasure's check, bank draft, or other form of payment acceptable to Lender in its sole discretion. The prevailing auction bidder shall be required to sign a Memorandum Agreement of Sale ("**Memorandum**") prior to the conclusion of the Sale. Lender 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 subject Property on the terms set forth in the Memorandum. Lender expressly reserves, in addition to is right to retain the Deposit, all rights at law and equity to enforce or recover damages with respect to any breach of the bid contract or Memorandum. Unless otherwise provided in the Memorandum, all additional terms and conditions announced at a Sale by Lender or its agents shall be deemed incorporated in the Memorandum. The successful bidder for the Property shall bear all risk of loss or damage to the auctioned Property as of and after the execution of the Memorandum.

Conveyance of the Property shall be by foreclosure deed, to be delivered to the successful bidder upon Lender'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 thirty (30) days after the Sale, time being of the essence.** Purchaser shall be responsible for and shall pay at closing 100% of all transfer taxes and recording fees due in connection with the foreclosure deed. There shall be no proration of real estate taxes or of any other liabilities.

No Warranties

THE PROPERTY WILL BE OFFERED AND SOLD "**AS IS AND WHERE IS**," WITHOUT WARRANTY AS TO ENVIRONMENTAL CONDITION, WITHOUT WARRANTIES RELATING TO TITLE, POSSESSION, CONSTRUCTION OR FITNESS FOR HABITATION, COMPLIANCE WITH STATE OR LOCAL CODES, PERMITS, OR LICENSURE, 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. Lender 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 Property, (b) the legal status or condition of any building or improvements on the Property, or (c) the Property's compliance with zoning or any other federal, state, or local law or regulation.

Reserved Rights

Lender, in its sole discretion, may amend or alter the terms of the auction 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 al bidders, and may postpone, continue, suspend, or cancel any or all of the Sale by announcement or posting at the subject Property. Lender may bid on, make successive bids on, and purchase the Property 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 Property on the terms set forth in the Memorandum, and without waiving or in any way limiting lender's right to retain the Deposit or pursue its other rights and remedies against a non-closing successful bidder, Lender shall have the right to (i) convey the Property to the next highest bidder at the Sale for the highest price bid or (ii) at Lender's election, and without obligation, purchase the Property for itself at such next-highest bid price or the price bid by the bidder who failed to close.

NOTICE TO THE MORTGAGORS AND ANY OTHER PERSON CLAIMING UNDER THE MORTGAGORS OR CLAIMING AN INTEREST IN OR A LIEN OR OTHER ENCUMBERANCE ON THE PROPERTY: YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PROPERTY IS SITUATED, 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 such service upon the Lender or its agent conducting the Sales prior to the Sales shall thereafter bar any action or right of action 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, Lender's agent and address is Elliott, Jasper, Shklar, Ranson, & Beaulac, LLP, 35 Main Street, Newport, NH 03773

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

Dated this ______ day of June, 2026

SUGAR RIVER BANK
By its Attorney,
Michael Shklar

/s/____________________________________
Michael C. Shklar
35 Main Street, Newport, NH 03773
TEL: 603-863-4105