

NOTICE OF MORTGAGEE'S SALE
OF REAL PROPERTY

By virtue of the power of sale contained in a certain mortgage deed given by **Austin Roberts**, an individual with an address of 155 Old Turnpike Road, Town of Nottingham, County of Rockingham, State of New Hampshire 03290 (the "Mortgagor"), to **Robert L. DiBerto**, with a business address of 334 Route 108, Town of Madbury, County of Strafford, State of New Hampshire 03823 (the "Mortgagee"), said mortgage dated June 30, 2025 and recorded on June 30, 2025 in the Strafford County Registry of Deeds at **Book 5274, Page 656**, for breach of conditions contained in said mortgage and the Note it secures, in execution of said power of sale and for the purpose of foreclosing all of the mortgagor's rights of redemption, will sell the mortgaged premises at **PUBLIC AUCTION ON September 18, 2026 at 11:00 A.M.**, said sale being held at the mortgaged premises, being identified as **Tax Map 269, Lot 2, an approximately 8.15-acre unimproved commercial lot of land situated on the southerly side of U.S. Route 4 / Old Turnpike Road, Town of Barrington, County of Strafford, State of New Hampshire**, all of the holder's rights, title and interest in and to the real estate described in said mortgage deed, said premises being shown on that certain plan entitled "*Subdivision Plan, Land of Robert L. DiBerto, Old Concord Turnpike/Route 4, Barrington, N.H., Tax Map 269, Lot 2*" prepared by Berry Surveying & Engineering, dated January 30, 2024 and recorded in the Strafford County Registry of Deeds as Plan #13491.

The mortgage being foreclosed upon hereby is a first mortgage.

The mortgaged premises, to wit a single unimproved commercial lot of approximately 8.15 acres, will be sold as a single lot, and not in divided portions. The said premises will be sold in an "AS IS, WHERE IS" condition, subject to, and with the benefit of, any liens, mortgages, easements, restrictions or encumbrances of record that may have priority over the above referenced mortgage. Notwithstanding any title information contained in this notice, the Mortgagee expressly disclaims any representations as to the state of the title to the mortgaged premises as of the date of sale.

The original mortgage instruments may be examined by any interested persons at the office of Adam Pignatelli, Esq., attorney for the Mortgagee, located at One Capital Plaza, Concord, NH 03302. To schedule an appointment to view said instruments, please call 603-226-2600.

Notice to the mortgagor(s) and any and all persons, firms, corporations or others claiming by, from or under them: 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.

TERMS OF SALE: A minimum deposit of Ten Thousand Dollars (\$10,000.00) in the form of cash, bank check or certified check satisfactory to Mortgagee, will be required at or before the time a bid is offered. The successful bidder at the auction will be required to sign a Purchase and Sales Agreement immediately after the close of bidding. The balance of the purchase price shall be paid in certified funds within thirty (30) days from the sale date. The successful bidder will be required to sign purchase documentation at the auction, and be responsible for payment of all outstanding taxes, together with all transfer stamps, recording fees and other expenses of closing. An auction fee, above and beyond the final sales price, in the amount of 3% of said final sales price shall be added to the said final sales price and be due at closing. Other terms and conditions, if any, will be provided at the place of sale.

The Mortgagee shall have the authority to reject any and all bids received at the auction, or to establish minimum reserve bids for the auction, and to bid at the auction. The Mortgagee shall have the authority to postpone or continue the auction from its scheduled time and date by making such an announcement at the scheduled time and date.

Dated at Concord, New Hampshire this the 21th day of August, 2026.

ROBERT L. DiBERTO

By and through his attorneys

RATH, YOUNG & PIGNATELLI, P.C.



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