

MEMORANDUM OF SALE ("AGREEMENT")
FOR SALE BY FORECLOSURE

THIS MEMORANDUM OF SALE ("AGREEMENT"), made as of the ____ day of October, 2026, by and between G. Frank Teas, Trustee of the Teas Family Revocable Trust (hereinafter referred to as the ASELLER@ or AMORTGAGEE@), and _____ of _____ (hereinafter referred to as the APurchaser@).

WITNESSETH:

In consideration of the mutual covenants set forth herein, the parties undertake and agree as follows:

1. RECITALS AND PURPOSES

1.01 Seller wishes to sell by foreclosure sale, and Purchaser wishes to buy certain premises known as Tax Map 583Z, Block 23 and located at 1 Walker Avenue, City of Concord, County of Merrimack, State of New Hampshire 03301, described in the Notice of Foreclosure Sale attached hereto and incorporated herein (the ANotice@).

1.02 Said Premises is being sold and conveyed by authority of Mortgagee's right to foreclose a certain Mortgage as set forth in the Notice.

1.03 Said sale is subject to any existing liens and restrictions which take precedence over said Mortgage and any unpaid taxes.

2. PURCHASE AND SALE

2.01 Expressly conditioned upon and in reliance on the terms and conditions set forth herein, Seller hereby agrees to sell and Purchaser agrees to purchase all of the interest in the Premises which Seller may convey at a foreclosure sale only.

3. PURCHASE PRICE AND MODE OF PAYMENT

3.01 Total Purchase Price. The total Purchase Price for the Premises shall be an amount equal to _____ (\$ _____) Dollars.

3.02 Deposit. A non-refundable deposit payable by cash, certified, bank or treasurer's check or other check acceptable to Mortgagee, in the amount of FIVE THOUSAND and 00/100 DOLLARS (\$5,000.00) shall be paid to Seller simultaneously with the execution of this Agreement, the receipt of which is hereby acknowledged, and to be held in escrow by Cronin, Bisson & Zalinsky, P.C., 722 Chestnut Street, Manchester, New Hampshire 03104.

3.03 Purchase Price Payment. The Purchase Price shall be payable at Closing as follows:

- a. by application of the Deposit thereon;
- b. the balance of the Purchase Price by cash, bank or certified check or other funds satisfactory to Seller or its representative.

4. CLOSING TIME AND PLACE

4.01 Closing shall take place at _____ . on _____ at the Law Offices of Cronin, Bisson & Zalinsky, P.C., 722 Chestnut Street, Manchester, New Hampshire 03104. Time is of the essence to this Agreement.

5. OBLIGATIONS OF THE PARTIES AT CLOSING

5.01 At Closing, Seller shall deliver to Purchaser a Foreclosure Deed and Affidavit in accordance with New Hampshire law conveying its interest in the Premises in statutory form. Purchaser shall pay the Purchase Price in accordance with Article 3 above, plus: (i) all real estate transfer taxes (both transferor and transferee taxes); (ii) Seller's closing costs in the amount of \$500; (iii) auctioneer's fees and expenses (iv) the cost of recording of the Deed and Affidavit; and (v) any outstanding property taxes.

6. PRORATIONS

6.01 There shall be no proration of real estate taxes, real estate transfer taxes, or any other expenses associated with the Premises. In particular, and without limitation, there shall be no proration of rents, utilities, water expenses, fuel oil, or any other expense or asset associated with the Premises. Buyer shall pay all state real estate transfer taxes and any outstanding property taxes.

7. POSSESSION

7.01 Subject to the other provisions of this Paragraph 7, as of the closing of title, Seller shall deliver possession of the Premises subject to any tenants and occupants, thereof. No assurance is given that Seller will be able to provide Buyer with keys to any locks at the Premises, including any keys needed to access the Premises.

8. WARRANTIES AND REPRESENTATIONS

8.01 Seller makes no warranties or representations of any kind in connection with the Premises. In particular, and without limiting the foregoing, Seller makes no warranty or representation regarding the present or future use of the Premises, the present or future occupation of the Premises, the condition of the Premises, the acreage of the Premises, title to the

Premises, the status of the road or access, or any other matter except as expressly provided below.

8.02 To the extent that the Premises and the conveyance of the Premises includes fixtures or other personalty, then all such items are conveyed AS IS and WHERE IS.

8.03 The only warranty or representation that Seller makes, is and shall be that it was duly authorized to make the sale of the Premises; that in all of its proceedings in the sale thereof, it has complied with the requirements of the statute in such case provided. Such warranty is made expressly in lieu of all other warranties of any kind, nature or description.

8.04 Purchaser expressly acknowledges that any warranty or representation other than those contained herein made by any auctioneer, or other person, are expressly without authority and that Purchaser's remedies in case such warranty or representation is inaccurate are against the maker thereof alone and not Seller.

8.05 Purchaser acknowledges and represents that it has duly inspected the Premises, the title thereto, the occupancy thereof, and all other matters in connection with the purchase of the Premises by itself and by various experts as is reasonable and prudent. No personal property of any nature is included in this agreement.

8.06 No loss, damage, condemnation or destruction of the Premises shall relieve Purchaser of its obligation hereunder. The Buyer acknowledges that from and after this date he or she shall have the sole risk of loss, and the Mortgagee shall have no responsibility for maintaining insurance on the premises.

8.07 Purchaser agrees to hold Mortgagee harmless from all claims or injuries however arising from any potential defects hidden or otherwise in the Premises, and further agrees to hold harmless and indemnify Mortgagee from any actions, claims or course of action by any person whatsoever brought or made after closing.

9. REAL ESTATE COMMISSION

9.01 Each party represents to the other that no real estate broker, agent or finder's fee is due with respect to the sale of the Premises except the fee to the auctioneer which Buyer shall pay pursuant to Section 5 hereof. Purchaser agrees to save Seller harmless from the claims of any broker or finder providing the claims are based upon having shown the Premises to Purchaser or having interested Purchaser in the Premises.

10. DEFAULT

10.01 In the event of Purchaser's default hereunder, then Mortgagee may at its option either: (a) retain the deposit as complete liquidated damages; or (b) pursue its remedies at law or in equity. In the event of any such breach by Purchaser, then in addition to all of its other rights

and remedies, Mortgagee shall be entitled to recover all of its costs and expenses arising from such default including its reasonable attorney's fees.

10.02 In the event Seller is unable to perform in accordance with the terms hereof, then Seller's sole responsibility shall be the return of deposit paid. The Buyer shall have no further recourse against the Mortgagee, the Mortgagee's Attorney or the auctioneer.

11. MISCELLANEOUS

11.01 This Agreement and the Notice, together contain all the agreements of the parties with respect to the subject matter hereof. All prior discussions are merged herein. Any amendment hereto shall be effective only if executed with all the formalities hereof by the party against whom the amendment is asserted. In the event of a conflict between the terms and conditions contained in this Agreement and those contained in the Notice, the terms and conditions most favorable to Seller, as determined in Seller's sole discretion, shall control.

11.02 This Agreement shall be governed by the laws of the State of New Hampshire.

11.03 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.04 All notices required by this Agreement shall be deemed given when received and shall be mailed by United States mail, postage prepaid, certified, return receipt requested, and shall be mailed to the parties at the following addresses:

If to the Seller:

John F. Bisson, Esquire
Cronin, Bisson & Zalinsky, P.C. (as Attorney for Seller)
722 Chestnut Street
Manchester, NH 03104

If to the Buyer:

With a copy to:

The Buyer acknowledges that no representations or warranties of any kind whatsoever, other than those set forth herein, have been made by or on behalf of the Mortgagee and that the premises are conveyed in As is@ condition.

Teas Family Revocable Trust

By Its Attorneys
CRONIN, BISSON & ZALINISKY, P.C.

Witness

By:

John F. Bisson, Esquire

PURCHASER:

Witness

Witness