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## NOTICE

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### **Mortgagee's Sale of Real Estate**

Notice is hereby given that for breach of the conditions set forth in a certain Mortgage Deed given by Arthur R. Couture, Jr., now or formerly of the City of Berlin, in the County of Coos and State of New Hampshire (mailing address of: 155 Sweden Street, Berlin, NH 03570) ("Mortgagor"), to Passumpsic Savings Bank, of 117 Main Street, Lancaster, New Hampshire, 03584 ("Mortgagee"), under date of February 27, 2007, and recorded in the Coos County Registry of Deeds, Book 1207, Page 60 (and as modified by virtue of modifications dated February 25, 2008 and February 25, 2009, as recorded in Coos Deeds at Book 1241, Page 770, and Book 1269, Page 680, respectively), and by virtue of a power of sale contained in said Mortgage Deed, the Mortgagee as holder of said mortgage, will sell at Public Auction the premises conveyed therein.

The foreclosure sale will take place at 1:30 p.m. on Thursday, November 30, 2023 at the mortgaged premises, at 16 Metallak Place, in the Town of Colebrook, County of Coos, and State of New Hampshire, which premises are further described as follows:

"A certain tract or parcel of land situate in the Town of Colebrook, in the County of Coos and State of New Hampshire, and described as follows:  
Beginning at a cement post set in the ground marked by the letter "P", said cement post being on the easterly sideline of Colby Street (also known as Creamery Road and Depot Street), so-called, said cement post being the southwesterly corner of a parcel of land owned by Lewis Ford, Inc.; thence running easterly at right angles to said Colby Street a distance of thirty (30) feet, more or less, to an iron pipe; thence turning a corner and running in a northerly direction, parallel to said Colby Street, a distance of one hundred fifty-one (151) feet, along line of said Lewis Ford, Inc., to an iron pipe and line of land, now or formerly of Vancore; thence turning a corner and running in a southeasterly direction along line of land of said Vancore and line of land, now or formerly of Lucian Carrier, an approximate distance of seven hundred thirty-one (731) feet, more or less, to a point on the northerly sideline of U.S. Route #3, said point being seventy-five (75) feet northerly of the centerline of said U.S. Route #3; thence turning a corner and running in a southwesterly direction along the northerly sideline of said U.S. Route #3, approximately one thousand three hundred eighty-five (1,385) feet, more or less, to the intersection of the northerly sideline of U.S. Route #3 with the northeasterly sideline of said Colby Street; thence turning and running in a northwesterly and northeasterly direction along the northerly and easterly sideline of said Colby Street to the point of beginning.  
Containing approximately 9 acres, more or less."

SUBJECT TO any and all easements, rights-of-way, water rights, conditions and restrictions of records affecting the subject premises, and EXCEPTING AND RESERVING any and all parcels, rights, and/or interests previously conveyed by Mortgagor or released by Mortgagee.

**Terms of Sale:** To bid, a deposit of Ten Thousand Dollars (\$10,000.00) cash, certified check or bank check (made payable to "*Waystack Frizzell*") must be made at the time of sale, in cash, certified check, bank check or such other form acceptable to the Mortgagee ("Acceptable Funds"). The successful bidder's deposit shall become a non-refundable deposit against the successful bidder's obligation to purchase, and shall be considered reasonable liquidated damages for any default. The deposits placed by unsuccessful bidders shall be returned after the close of bidding. The successful bidder will be required to execute a Purchase and Sale Agreement immediately after the close of bidding which will contain additional terms and conditions concerning the successful bidder's purchase. A copy of the Purchase and Sale Agreement may be obtained from

Jonathan S. Frizzell, Esq., *Waystack Frizzell*, 251 Main Street, Colebrook, NH 03576, telephone number (603) 237-8322, legal counsel to the Mortgagee.

The successful bidder will also be required to increase the deposit amount beyond the initial bidding deposit of \$10,000.00, within seven (7) calendar days after the conclusion of the auction, such that a total deposit of ten per cent (10%) of the overall purchase price has been placed in escrow with *Waystack Frizzell* or the Bank.

The balance of the purchase price must be paid in Acceptable Funds within twenty-eight (28) days after the date of sale, time being of the essence. Said premises will be sold subject to all unpaid taxes and any liens for unpaid real estate taxes existing at the time of sale, and to any and all other liens, easements, rights, tenancies, and encumbrances which are precedent or may take precedence over said Mortgage.

**For further information, please contact the Thomas Hirschak Company NH #2661 at (800) 634-7653 or visit [www.thcauction.com](http://www.thcauction.com).**

**Reservation of Rights:** The Mortgagee reserves the right to:

- (1) cancel or continue the foreclosure sale to such later date as the Mortgagee may deem desirable;
- (2) bid upon and purchase the Mortgaged Premises at the foreclosure sale;
- (3) reject any and all bids for the Mortgaged Premises at the foreclosure sale;
- (4) amend or change the Terms of Sale set forth herein by announcement, written or oral, made before or during the foreclosure sale, and such changes(s) or amendment(s) shall be binding on all bidders;
- (5) assign its rights to purchase said property that may occur as a result of said sale;
- (6) sell the Mortgaged premises to other bidders at the foreclosure sale in the event the highest bidder fails to complete the purchase of the Mortgaged premises in accordance with the terms hereof, in descending order of bids made;
- (7) accept written bids delivered to the Mortgagee or its Attorney either prior to or at the time of the auction; and,
- (8) waive the reading of any or all of this Notice at the time of the auction.

**Exclusion of Warranties:** The property will be sold "AS IS." The Mortgagee makes no representation or warranty with respect to the accuracy of any statement as to the boundaries, acreage, title, tenancies, frontage, access, condition, matters contained in the aforesaid description of the property, or any other matter. **Bidders are responsible for their own title search.** The conveyance of the Mortgaged Premises will be made by the Mortgagee and accepted by the successful bidder without any other expressed or implied representations or warranties whatsoever.

The original Mortgage instrument may be examined by any interested party at the PASSUMPSIC SAVINGS BANK, 117 MAIN STREET, LANCASTER, NEW HAMPSHIRE, during regular office hours, by appointment.

Since the mortgaged premises are not an owner-occupied dwelling, per N.H. RSA 479:25, II, only the following notice is included:

**TO THE MORTGAGOR(S):** 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. RSA 479:25, II. Failure to institute such petition and complete service upon the Mortgagee conducting the sale prior to sale shall thereafter bar any action or right of action of the Mortgagor based on the validity of the foreclosure.

Dated at Colebrook, New Hampshire, this 30<sup>th</sup> day of October, 2023.

Passumpsic Savings Bank, Mortgagee  
By its attorneys

*Waystack Frizzell*

By: /s/Jonathan S. Frizzell

Jonathan S. Frizzell, Esquire

251 Main Street, P.O. Box 137

Colebrook, NH 03576

(603) 237-8322