
NOTICE

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 July 1, 2015, and recorded in the Coos County Registry of Deeds, Book 1423, Page 218, 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 10:00 a.m. on Thursday, November 30, 2023 at the mortgaged premises, at 230-2 [sic 230-232] Main Street, in the Town of Gorham, County of Coos, and State of New Hampshire, which premises are further described as follows:

"A certain tract or parcel of land with the buildings thereon, situate in Gorham, County of Coos, and State of New Hampshire, bounded and described as follows:

Beginning at an iron bolt at the most westerly corner of the within conveyed parcel and at the most southerly corner of land formerly of Guy A. Pillsbury and on the approximate northeasterly sideline of the main highway leading through Gorham Village; thence on a course of North 48 degrees 30 minutes East by land of said Guy A. Pillsbury to point on the southwesterly bank of Androscoggin River; thence southerly by the bank of said river as it meanders, to the northerly corner of the Mauro Lot, so-called; thence South along the said Mauro lot line a distance of four hundred and eight feet from the top of the bank of said Androscoggin River to the northeasterly side line of Main Street; thence northwesterly by the said highway a distance of one hundred twenty-five feet, more or less, to the point of beginning.

Reserving to Harris L. Kidder and Gertrude C. Kidder, so long as they shall occupy the premises adjoining the premises hereinabove described, the right to use in common the septic tank on the above-described premises until municipal sewage is established. The expenses of said tank while so shared shall be split equally between the said Kidders and the grantees."

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 Hirchak Company NH #2661 at (800) 634-7653 or visit 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 ___th 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