

MORTGAGEE'S NOTICE OF FORECLOSURE SALE

By virtue of the Power of Sale contained in a certain Mortgage Deed given by **JOHN E. ANDERSON** (the "Mortgagor") to **ARTHUR P. SAVAGE** and **MARSHA J. SAVAGE** (the "Mortgagee") dated March 15, 2018, and recorded in the Grafton County Registry of Deeds at Book 4348, Page 460, the undersigned holder of said Mortgage Deed, pursuant to and in execution of said powers, and for breach of the conditions of said Mortgage Deed (and the Note secured thereby of near or even date, and related documents), and for the purpose of foreclosing the same, shall sell at

PUBLIC AUCTION

On Monday, August 15, 2022, at 11:00 o'clock in the morning, pursuant to NH RSA 479:25, at the mortgaged premises located at 70 Glory Avenue, Rumney, County of Grafton, State of New Hampshire, being all and the same premises more particularly described in the Mortgage Deed (the "Mortgaged Property).

**TERMS OF SALE
AND DEPOSIT:**

The property will be sold to the highest bidder who complies with the terms of sale. To qualify, bidders must register and present to the Mortgagee or its agent the sum of FIVE THOUSAND DOLLARS (\$5,000.00) by money order, bank check, or other form of payment acceptable to the Mortgagee or its agent prior to the commencement of the public auction. The balance of the purchase price shall be paid in full by money order, bank check, or other form of payment acceptable to the Mortgagee upon tender of the Mortgagee's Foreclosure Deed within forty five (45) days after the sale, TIME BEING OF THE ESSENCE. The successful bidder shall also execute a purchase and sale contract with **ARTHUR P. SAVAGE** and **MARSHA J. SAVAGE** (Bank/Lender Name) immediately after close of bidding. If the successful bidder fails to complete the purchase of the 'Mortgaged Property within forty five days, the Mortgagee may, at its option, retain the deposit as liquidated damages. Deposits of unsuccessful bidders shall be returned at the conclusion of the public auction.

The premises will be sold "AS IS, WHERE IS," without any express or implied warranties of any kind, and subject to: (a) any condition which a title search would reveal, (b) all unpaid real estate taxes and liens therefore, whether or not of record, (c) any facts which an inspection or survey of the premises might show, (d) mortgages, tax or other liens, attachments and all other encumbrances and rights, title and interest of third persons of any and every nature whatsoever which are, or may be entitled to precedence over the Mortgage Deed, and (e) subject to any existing tenants, tenancies or persons in possession.

The Mortgagee reserves all rights, including, but not limited to, the right to bid at the sale, to continue, postpone or cancel the sale, to reject any and all bids, and to alter, amend or modify the terms, conditions or procedure for the proposed sale, either orally or in writing, before or at the time of the proposed sale, in which event such terms as altered, amended or modified shall be binding on all bidders and interested parties, and to convey the mortgaged property to the next highest bidder should any successful bidder default.

ORIGINAL MORTGAGE DEED: A copy of the Mortgage Deed may be examined by any interested person at the offices of **ARTHUR P. SAVAGE** and **MARSHA J. SAVAGE's** agent Primmer Piper Eggleston & Cramer P.C., 106 Main Street, Littleton, NH 03561, during normal business hours.

TO THE MORTGAGOR AND PERSONS HAVING A LIEN ON THE PREMISES OF RECORD: 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.

The address of the Mortgagor and the Agent of Mortgagor for service of process is Paolo R Wieser, Primmer Piper Eggleston & Cramer P.C., 106 Main Street, Littleton, NH 03561.

Failure to institute such petition and complete service upon said **ARTHUR P. SAVAGE** and **MARSHA J. SAVAGE**, or its undersigned attorneys, prior to the sale shall thereafter bar any action or right of action of the mortgagor based on the validity of the foreclosure. Reference is made to the provisions of RSA 479:25 (II).

For information on getting help with housing and foreclosure issues, please call the foreclosure information hotline at (800)-437-5991. The hotline is a service of the New Hampshire banking department. There is no charge for this call.

For further information respecting the aforementioned foreclosure sale, contact Tom McGlaufflin, The McGlaufflin Group, 99 Fairgrounds Road, Plymouth, NH (03264), (603) 536-6099. Other terms to be announced at the sale.

Dated at Littleton, New Hampshire this 24th day of June, 2022. **ARTHUR P. SAVAGE** and **MARSHA J. SAVAGE** By and through its attorneys, Primmer Piper Eggleston & Cramer PC By: Paolo R Wieser, Esq. 106 Main Street PO Box 349 Littleton, NH 03561 Phone: (603) 444-4008 (UL - July 5, 12, 19)