

Mortgagee's Sale of Real Estate

AUCTION

Friday, January 4th @ 10 a.m.

73 Alison Drive - Seabrook, NH

Manufactured Home on .28 +/- acres of land!

PROPERTY INFORMATION PACKET



John McInnis Auctioneers has been hired by The Provident Bank to offer this 1,516 +/- sq ft manufactured home at public foreclosure auction. Don't miss this opportunity to buy this property at today's market prices!

John McInnis
AUCTIONEERS • APPRAISERS

Preview by appointment only
Auction Day registration will take place one hr. prior to sale



mcinnisauctions.com

76 Main Street - Amesbury, Ma 01913

800-822-1417 - NH LIC# 2182

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IMPORTANT INFORMATION FOR PROSPECTIVE BIDDERS

THE INFORMATION SET FORTH IN THIS PACKET IS BELIEVED TO BE
CORRECT. HOWEVER, THE MORTGAGEE
OF THIS PROPERTY AND JOHN MCINNIS AUCTIONEERS
MAKE NO WARRANTIES OR GUARANTEES
AS TO THE ACCURACY OF THIS INFORMATION.

BUYER SHALL RELY ENTIRELY ON THEIR OWN INFORMATION,
JUDGEMENT AND INSPECTION OF THE PROPERTY AND RECORDS. THIS
PROPERTY IS TO BE SOLD ON AN AS IS, WHERE IS BASIS,
WITH ALL FAULTS

*THE AUCTIONEER HEREBY DISCLOSES HE/SHE IS ACTING SOLELY AS AN
AGENT FOR THE MORTGAGEE IN THE MARKETING, NEGOTIATIONS AND
SALE OF THIS PROPERTY. THE PURCHASER(S) AGREE THAT THE
MORTGAGEE AND AUCTIONEER MAKE NO WARRANTIES OF ANY KIND*

JOHN MCINNIS AUCTIONEERS

Estates ♦ Auctions ♦ Real Estate ♦ Appraisals

*76 Main Street - Amesbury, Massachusetts 01913
Phone 978.388.0400 - - Fax 978.388.8863*

Dear Prospective Bidder,

Thank you for your inquiry on our upcoming Mortgagee's Sale of Real Estate Auction to be held on Friday, January 4th at 10 a.m. John McInnis Auctioneers has been hired by The Provident Bank and their attorney Bosen and Associates, P.L.L.C. Portsmouth, NH, to offer this spectacular 1,516 +/- sq ft manufactured home at public foreclosure auction.

To be eligible to bid, at the time of registration you must present a \$5,000.00 deposit in a bank or certified check.

This property information packet has been assembled for your convenience.

Our staff is readily available to assist you with any questions you may have regarding the property or the auction process.

Thank you again for your interest in this property and we look forward to seeing you on the day of the auction. Registration will take place one hour prior to the auction.

Additional terms to be announced at the time of sale.

Sincerely,

John P. McInnis

John McInnis Auctioneers

BUYER BENEFITS

- 1,516 +/- sq ft of Living Space
- .28+/- Acre Lot
- 6 Rooms- 3 Bedrooms - 2 Baths
- Fireplace - Central Air
- Close to I95 and I 495
- Minutes to Beaches and Shopping
- 45 Minutes North of Boston
- Low Taxes



*All information contained was derived from reliable sources believed correct, but is not guaranteed.
Buyer shall rely entirely on their own judgment and inspection.
Announcements from the Auction Block take precedence over any
previously printed material or any other oral statements made.
John McInnis Auctioneers is acting exclusively on behalf of Mortgagee/Seller in this transaction.*

NOTICE OF MORTGAGEE'S SALE

THE PROVIDENT BANK, of 5 Market Street, Amesbury, Massachusetts 01913 (the "Mortgagee") is the holder of a certain Mortgage, (the "Mortgage") given by WAYNE B. DOYLE and LINDA G. DOYLE (the "Mortgagor") dated October 24, 2008 and recorded at the Rockingham County Registry of Deeds at Book 4959, Page 545, et seq.

By virtue of the power of sale contained in the Mortgage, the Mortgagee, in exercise of the power of sale and for breach of the conditions of the Mortgage, and for purpose of foreclosing the same, will sell the following described property at PUBLIC AUCTION at 10:00 a.m. on January 4, 2013, at the property located at 73 Alison Drive, Seabrook, NH, County of Rockingham, New Hampshire, which premises (the "Mortgaged Premises") are more particularly described in the Mortgage.

For Mortgagor's Title see deed dated June 22 1988 and recorded in Book 2746, Page 1197 with the Rockingham County Registry of Deeds and deed dated December 19, 1991 recorded at Book 2903, Page 299.

Excepting, reserving and subject to all rights-of-way, easements, restrictions, covenants and conditions of record. The original Mortgage instrument may be examined by any interested person by appointment at the law offices of Bosen & Associates, P.L.L.C., 96 Chestnut Street, Portsmouth, N.H. 03801.

The above described premises shall be sold subject to unpaid taxes, prior liens and other enforceable encumbrances which are by law preferred over this mortgage. The mortgagee makes no warranties as to title or priority of lien. The above described premises shall also be sold on an AS IS and WHERE IS basis, without any warranties whatsoever as to the existence of any tenancies or the condition of the premises and shall be sold subject to and without limitation to any and all provisions of the municipal zoning ordinance, state and federal land use regulations and local taxes.

The terms of sale are as follows: \$5,000.00 to be paid as a deposit by the successful bidder for the Mortgaged Premises by cash, bank or certified check at the time of sale. In order to qualify as a bidder the person attending the auction must have proof satisfactory to the Mortgagee or its agent conducting the sale, of such down payment in the specified form of funds. The balance of the purchase price must be paid in full by the successful bidder, by bank or certified check or in other immediately available funds, on or before the 30th day after the date of the sale, TIME BEING OF THE ESSENCE. If the successful bidder fails to complete the purchase of the Mortgaged Premises in accordance with the preceding sentence, then the Mortgagee may retain the deposit in full as liquidated damages resulting from the successful bidder's failure to perform. Conveyance of the Mortgaged Premises shall be by foreclosure deed to be delivered to the successful bidder upon the Mortgagee's receipt of the balance of the purchase price.

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 on and purchase the Mortgaged

Premises at the sale; (3) reject any and all bids for the Mortgaged Premises; and (4) amend or alter the terms of sale stated in this notice by oral or written announcement made at any time before or during the sale, in which event such terms as amended or altered shall be binding on all bidders and interested persons.

For further information regarding the Mortgaged Premises, contact Christopher P. Mulligan, Esquire, at the address stated below.

NOTICE TO MORTGAGOR AND ALL INTERESTED PARTIES: YOU ARE HEREBY NOTIFIED THAT YOU HAVE THE RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES ARE SITUATED, WITH SERVICE UPON THE MORTGAGEE, AND UPON SAID BOND AS THE COURT MAY REQUIRE TO ENJOIN THE SCHEDULED FORECLOSURE SALE.

Dated this ___ day of November, 2012.

THE PROVIDENT BANK
By its Attorneys,
Bosen & Associates, P.L.L.C.
By: Christopher P. Mulligan, Esquire
96 Chestnut Street
Portsmouth, N.H. 03801
(603) 427-5500

MEMORANDUM OF SALE

Agreement made this 4th day of January, 2013, by and between The Provident Bank of 5 Market Street, Amesbury, MA 01913 ("Seller") and _____ ("Buyer"), whose mailing address is _____.

Seller and Buyer, in consideration of the mutual covenants and undertakings hereinafter contained, agree as follows:

i) **PURCHASE AND SALE OF PROPERTY.** Seller agrees to sell and convey and Buyer agrees to purchase certain real property (the "Property") more particularly described as follows:

73 Alison Drive, Seabrook, New Hampshire

The Property is sold **"AS IS, WHERE IS," WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED** as to its condition or the status of title, subject to outstanding tenancies, real estate taxes and other priority encumbrances, if any, of record.

ii) **PURCHASE PRICE.** The purchase price for the Property is \$ _____, payable as follows:

(a) \$5,000 earnest money deposit, receipt of which is hereby acknowledged and which shall be held in escrow by John McInnis, Auctioneer, as agent for Seller, and applied to payment of the purchase price, without interest, at the time of the Closing as hereinafter defined;

(b) Balance of the purchase price to be paid in cash or by certified or cashier's (or equivalent) check at the Closing.

iii) **FINANCIAL CAPACITY.** Buyer represents to Seller that Buyer has the financial capacity and financial resources to effect closing within the time specified by and on the terms and conditions provided by this Agreement. Buyer's obligation to purchase the Property is not conditioned, in whole or in part, upon Buyer's ability to obtain financing for the purchase effected hereby.

iv) **CLOSING.** The closing (the "Closing") shall take place at the offices of BOSEN & ASSOCIATES, P.L.L.C., 96 Chestnut Street, Portsmouth, New Hampshire 03801 on or before February 4, 2013, at 11:00 a.m., or at such other location and time as may be designated by Seller.

v) **DEED.** At the Closing, Seller shall deliver to Buyer a duly executed and acknowledged Foreclosure Deed Without Covenant.

vi) **TAXES/ASSESSMENTS.** All unpaid real estate and/or personal property taxes due to the municipality plus interest, fees and costs, and all other assessments and

charges, including but not limited to water charges and sewer charges, attributable to the Property shall be the exclusive responsibility of and shall be paid by Buyer. Buyer shall also have exclusive responsibility for and shall pay any and all tax imposed upon either Buyer or Seller upon the privilege of transferring or receiving title to real property as provided by RSA 78-B:1, et seq. Any sales tax payable to the State of New Hampshire on purchase of the Property shall be the exclusive responsibility of and shall be paid by Buyer to Seller at the Closing.

vii) POSSESSION OF THE PROPERTY. Buyer shall have no right to possession of the Property at any time prior to the Closing.

viii) RISK OF LOSS. All risk of loss to the Property shall be borne by Buyer upon the execution of this Agreement.

ix) BUYER DEFAULT/TERMINATION. As the Property is being sold at a sale conducted under a power of sale pursuant to RSA 477:25 time is material and of the essence in performance of this Agreement. If Buyer shall default in the making of any payment herein required or shall fail to comply with any term, condition or covenant of this Agreement, Seller may, in addition to any other right or rights set forth in this Agreement, elect to declare this Agreement terminated and at an end. In the event of the exercise of this election by Seller, Seller may elect to: (a) retain all sums paid as earnest money deposited by Buyer to Seller as its separate and exclusive property without further liability of any party hereunder; or (b) resell the property and bring an action against Buyer to recover any deficiency between the bid price and the ultimate price of the property, if the actual price is lower than the bid price, together with all charges, fees and expenses, including without limitation, reasonable attorneys' fees incurred by Seller in enforcing its rights under this Agreement; and/or (c) pursue all available legal and equitable remedies against Buyer, including reasonable attorneys' fees. If Seller in its sole discretion elects to retain Buyer's deposit pending resolution of any action commenced against Buyer pursuant to (b) and/or (c) as stated above, retention of Buyer's deposit shall not be considered an election of liquidated damages. Notice of intention to declare this Agreement so terminated shall be given in writing to Buyer and shall be deemed to be effective upon mailing of such notice by certified mail, return receipt requested, to Buyer by Seller.

x) ASSIGNMENT. Buyer shall have no right to assign this Agreement without the prior written consent of Seller, and any purported assignment of this Agreement shall be voidable at the option of Seller without in any manner affecting Buyer's obligations hereunder.

xi) MODIFICATION OF THIS AGREEMENT/INTEGRATION. No term or condition of this Agreement shall be modified except by agreement in writing by Buyer and Seller. The Terms and Conditions of Sale are made a part hereof and incorporated herein by reference.

xii) BROKER/AUCTIONEER. Seller and Buyer shall indemnify and hold

each other harmless from and against all claims made by brokers or auctioneers, arising out of their respective actions. This indemnity shall include all costs and expenses incurred by Seller and Buyer, including attorney's fees. This indemnity shall survive delivery of the deed at closing.

xiii) NUMBER/GENDER/JOINT AND SEVERAL OBLIGATIONS. The term "Buyer" or any pronoun used in its place shall mean and include the masculine and the feminine, the singular, or the plural number and jointly and severally, individuals, friends or corporations and their respective successors, executors, administrators and assigns according to the context hereof. This Agreement shall be equally binding upon and shall inure to the benefit of the legal representatives and successors in interest of the parties hereto.

xiv) HEADINGS. All paragraph headings in this Agreement are for convenience of reference only and are of no independent legal significance.

xv) SEVERANCE. Should any term or provision of this Agreement, or portion thereof, be determined invalid or unenforceable under law, such determination shall not affect the validity or enforceability of the remaining terms and provisions herein.

xvi) GOVERNING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Hampshire.

xvii) NOTICE. Except as otherwise specifically provided herein, all notices and other writings permitted or required herein shall be in writing by the party giving such notice and shall be deemed properly given upon deposit in the United States mail as bearing proper first class postage and addressed to the other party at the address first above given, or such other address as may be from time to time designated in writing by either party.

xviii) COPIES. By their signatures hereon, the parties hereto acknowledge receipt of a copy of this Agreement.

xix) ENTIRE AGREEMENT. This Agreement represents the entire understanding and agreement of the parties hereto, and Seller and Buyer acknowledge that neither is relying upon any statement or representation, written or oral, of any party or person which has not been embodied in this Agreement.

IN WITNESS WHEREOF, Buyer and Seller have caused this Agreement to be executed on the date first above written.

WITNESS:

The Provident Bank

By: _____
_____, Vice President
The Provident Bank

BUYER:

New Hampshire law (RSA 477:4-a) requires that the following notifications regarding risks associated with the ownership of any property:

"Radon Gas: Radon gas, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or water."

"Lead Paint: Before 1977, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present."

Purchaser acknowledges receipt of the Water Supply, Sewage Disposal System, and Insulation Disclosure required by RSA 477:4-c,d and attached hereto as Exhibit A, and hereby agrees that Mortgagee has complied with all requirements of that statute.

EXHIBIT A

WATER SUPPLY, SEWAGE DISPOSAL SYSTEM, AND INSULATION
DISCLOSURE PURSUANT TO RSA 477:4-c, d

SELLER: **The Provident Bank**

BUYER: _____

PREMISES: **Premises as Described in the Foregoing Memorandum
of Sale (the "Premises") (73 Alison Dr., Seabrook)**

I. Seller discloses the following information to Buyer
regarding the water supply at the Premises:

- A) Type of private water-supply system: UNKNONWN TO
SELLER.
- B) Location: UNKNOWN TO SELLER.
- C) Malfunctions: UNKNOWN TO SELLER.
- D) Date of installation: UNKNOWN TO SELLER.
- E) Date of most recent water test: UNKNOWN TO SELLER.
- F) Unsatisfactory water test or water test with notations:
UNKNOWN TO SELLER.

II. Seller discloses the following information to Buyer
regarding the sewage disposal system at the Premises:

- A) Type of sewage disposal system: UNKNOWN TO SELLER.
- C) Location: UNKNOWN TO SELLER.
- D) Malfunctions: UNKNOWN TO SELLER.
- E) Age of system: UNKNOWN TO SELLER.
- F) Date of most recent service: UNKNOWN TO SELLER.
- G) Name of contractor who services the system: UNKNOWN
TO SELLER.

III. Seller discloses the following information to Buyer
regarding the insulation in the Premises: SELLER HAS NO
KNOWLEDGE OF THE TYPE OF INSULATION USED IN ANY IMPROVEMENTS
ON THE CONVEYED PREMISES.

Buyer's initials: _____

RETURN TO:

*Bosen & Associates, PLLC
96 Chestnut Street
Portsmouth, NH 03801*

FORECLOSURE DEED

The Provident Bank, a banking institution with a place of business of 5 Market Street, Amesbury, MA 01913, the holder of the Mortgage and Security Agreement (the "Mortgage") given by:

WAYNE B. DOYLE and LINDA G. DOYLE (the "Mortgagor") dated October 24, 2008 and recorded at the Rockingham County Registry of Deeds at Book 4959, Page 545, et seq.

By the power of sale conveyed by said mortgage deed and New Hampshire law and every other power and in consideration of the sum of _____ (\$ _____) DOLLARS paid, grants to _____, of _____ the following described premises conveyed by said mortgage:

SEE ATTACHED EXHIBIT A.

Meaning and intending to convey the property conveyed by deed dated June 22 1988 and recorded in Book 2746, Page 1197 with the Rockingham County Registry of Deeds and deed dated December 19, 1991 recorded at Book 2903, Page 299.

Dated at _____ this ___ day of February, 2013.

The Provident Bank

By: _____
, Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

This instrument was acknowledged before me on February ____, 2013 by
_____, as _____ of The Provident Bank.

Justice of the Peace/Notary Public
My Commission expires: _____

EXHIBIT A

A certain tract or parcel of land with all buildings and improvements thereon situated in Seabrook, County of Rockingham and State of New Hampshire, being Lot # 29 as shown on a plan entitled, "Subdivision of Land for Edward Luck in Seabrook, N.H., scale 1" = 50' Feb. 1973, Parker Survey Assocs., Inc., Seabrook, N.H.," said plan being filed in the Rockingham County Registry of Deeds as Plan No. D-3860, containing 12,600 square feet, more or less, according to said plan, and being more particularly bounded as follows:

WESTERLY by the unnamed roadway as shown on the plan, 104.00 feet;

NORTHERLY by Lot 30 as shown on said plan, 121.87 feet;

EASTERLY by Lots 36 and 37 as shown on said plan, 104.00 feet; and

SOUTHERLY by Lot 28 as shown on said plan, 121.11 feet.

Being the same premises conveyed to the mortgagors by Paul Drelick and Sophie Drelick by deed dated June 22, 1988 and recorded in the Rockingham County Registry of Deeds, Book 2746, Page 1197, and by Luck Enterprises, Inc. by confirmatory deed dated December 19, 1991, recorded in said Registry of Deeds, Book 2903, Page 299. This 1976 Schultz mobile home having been removed and replaced with a new structure on a foundation with a full basement.