

Real Estate

Auction

To Settle an Estate Estate of Barbara Roberge

1960'S Single Family Raised Ranch Home

304 POST RD - GREENLAND, NH

SATURDAY, OCTOBER 5th at 12 NOON

To be sold to the highest bidder per confirmation of the Executor

PROPERTY INFORMATION PACKET

NH License #2182

For more info and property information packet:

mcinnisauctions.com

800-822-141

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AUCTIONEER'S DISCLAIMER

THE INFORMATION SET FORTH IN THIS PACKET IS BELIEVED TO BE CORRECT AND IS BEING MADE AVAILABLE FOR INFORMATION PURPOSES ONLY. THE **SELLER** OF THIS PROPERTY AND JOHN MCINNIS AUCTIONEERS MAKE NO WARRANTIES OR GUARANTEES AS TO THE ACCURACY OF THIS INFORMATION.

BUYERS SHALL RELY ENTIRELY ON THEIR OWN INFORMATION, JUDGMENT 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 ARE ACTING SOLELY AS AN AGENT FOR THE SELLER IN THE MARKETING, NEGOTIATIONS AND SALE OF THIS PROPERTY. THE PURCHASER(S) AGREE THAT THE SELLER'S AND AUCTIONEER MAKE NO WARRANTY OF ANY KIND REGARDING THE CONDITION OR VALUE OF THE REAL OR PERSONAL PROPERTY.



Dear Prospective Bidder,

Thank you for your inquiry on our upcoming On Site Real Estate Auction. John McInnis Auctioneers is proud to offer this 1960's Single Family Home in Greenland New Hampshire at public auction which will be held on Saturday, October 5th at 12 noon.

The Power of Attorney has chosen auction, the accelerated method of marketing to sell this home because of their faith in the quick and simple process of selling real estate at auction. Their decision allows you to set the market price for this wonderful property with your bid. You will buy the property at the lowest possible price by bidding one increment higher than the competition. What an opportunity!

As you know the property is being sold "as is, where is, with all faults", be sure to attend the scheduled "open house" preview, as it will allow you to view the property and answer any questions you may have. Open House for this auction has been scheduled for Tuesday, September 17th and Friday, September 27th from noon until 1 or by appointment.

The property is being sold subject to the high bid being approved by the Power of Attorney. Remember, this is not a foreclosure sale. When you purchase this home you receive clear marketable title.

Please remember to have the \$10,000 certified deposit check and bring it with you to the auction. You must show the check at registration in order to receive a Bidder Number. You must have a Bidder Number in order to participate in this open, outcry auction. The sale is not contingent upon your ability to acquire mortgage financing. We encourage you to pre-qualify yourself with a lender before the auction. This will help you to bid with confidence. Enclosed is a Sample Purchase and Sale Agreement for you and your attorney to review. There can be no changes made to the Agreement.

This information packet has been assembled for your convenience. Our experienced staff is readily available to assist you with any questions you may have regarding the property or the auction process. We welcome your calls. We look forward to seeing you at the auction and good luck with your bids!!

Sincerely,

John

John P. McInnis



Real Estate

AuctionTo Settle an Estate

Estate of Barbara Roberge

1960'S Single Family Raised Ranch Home with attached Two Car Garage

With 1,188 +/- sq ft of living space Situated on .67 +/- acres

304 POST RD GREENLAND, NH

SATURDAY, OCTOBER 5th 12 NOON

To be sold to the highest bidder per confirmation of the Executor

Ranch Style Home featuring 6 Rooms with Fireplace, 2 Bedrooms and 1 Bath, Porch and Attached Garage Single level living perfect for first time homeowners or those wanting to down size.

Conveniently located minutes from shopping, beaches, hiking trails, downtown Portsmouth & major highways and only one hour from Boston

Assessed at \$307,900

OPEN HOUSES:

Tuesday, Sept 17th and Friday, Sept 27 from 12-1

Auction Day Registration: 11:00 a.m.

NH License #2182

Broker Participation Invited

For more info and property information packet:

mcinnisauctions.com 800-822-1417

mcinnisauctions@yahoo.com













Real Estate Auction

Terms of Sale:

A deposit of Ten thousand dollars (\$10,000.00) must be presented in cash, certified or bank check.

Balance in 45 days.

- **A.** Make the certified deposit check payable to yourself. If you are the successful bidder, you will endorse the check to John McInnis Auctioneers, Escrow Agent.
- **B**. Closing will take place on or before **45 days** from the auction unless otherwise agreed upon by Seller, in writing.
- C. The property is being sold "as is, where is, with all faults". We encourage you to attend the preview showing and thoroughly inspect the property. You must to rely on your own inspection and judgment when bidding on this property.
- D. Auction is subject to confirmation of the high bid by the Executor.
- **E.** The property is **NOT** being sold with a financing contingency, so we recommend that you prequalify yourself with your lending institution before bidding at the auction sale. This will allow you to bid with confidence!
- **F.** Items left on the premises are considered abandoned by the owner and will be the responsibility of the buyer.

TERMS & CONDITIONS OF SALE

- 1. Auctioneer is John McInnis Auctioneers, 76 Main Street, Amesbury, Massachusetts. New Hampshire Auctioneer's License #2182.
- 2. The Seller is **Donna Gordon and LucilleReed** herein, "Seller".
- 3. This sale is of certain real property; a single family home located at:

304 Post Road • Greenland, New Hampshire

The property will be sold "AS IS, WHERE IS, WITH ALL FAULTS".

- 4. A description of said Property to be sold is contained herein. Said real estate is described in a deed recorded in the **Rockingham** Registry of Deeds, Book **2387** Page 113.
- 5. The sale may be adjourned from time to time as the Auctioneer may determine.
- 6. TERMS OF SALE: An initial deposit of Ten Thousand Dollars (\$10,000.00) in cash, certified or bank check will be required at the time and place of the auction to register to bid on the property. Balance on or before 45 days. No bid will be considered unless said bidder has first registered with the Auctioneer and deposited with him the required earnest money deposit. Bids will be made orally. The auctioneer reserves the right to control the increments of the bids. Any bid not in compliance with the terms of sale may be rejected.
- Auction will be conducted as a public auction and is **subject to confirmation by the Executor.** The highest bidder will be the Buyer of the property, once the **Executor** has confirmed the high bid. At the completion of the sale, the highest bidder will sign a Purchase and Sale Agreement in the form of the specimen attached hereto, the terms of which are incorporated herein.
- 8. The balance of the purchase price payable by the successful bidder shall be made in cash, certified check, cashier's or bank check. Closing is to be held no more than **forty five (45) days** following the date of the Purchase and Sale Agreement.
- 9. Seller will convey good and marketable title to said property, free and clear of all encumbrances, except building and/or zoning restrictions of record, restrictive covenants of record, usual public utilities associated with servicing of property and easements/right-of-way which exist on the face of the earth.

- 10. Buyer may examine title for 10 days after the day the bid is accepted and shall within that time notify seller in writing of any defects in title that may render the title unmarketable in accordance with the standards adopted by the New Hampshire State Bar Association. Sellers shall have 30 days to cure any defects of title so brought to its attention that may render the title unmarketable. Buyer shall have the right to rescind and be refunded his deposit where defects of title that render the title unmarketable are not cured by sellers with the above-stated number of days.
- In the event that the highest bidder fails to comply with any of the terms and conditions of sale, said bidder's deposit will be retained by the Seller, unless the Auctioneer, in its sole discretion, reopens the bidding, and the new highest bidder immediately executes a Purchase and Sale Agreement. Upon close of bidding and compliance with the terms of sale, the Auctioneer shall declare that the terms of the sale have been complied with and that the public sale is closed. If the Buyer fails to perform at closing, the Sellers will retain the Buyer's deposit. A bidder or buyer whose deposit is retained under this paragraph shall be responsible for any and all consequential damages and additional costs, deficiencies, expenses and losses suffered as a result of his failure to perform, including without limitation, any attorney's fees.
- 12. The Buyer's commitment under the Purchase and Sale Agreement will **NOT** be contingent upon securing financing or upon any other conditions; the Buyer's deposit will not refunded due to any inability to obtain financing or any other failure by the Buyer to perform.
- 13. The property is sold "AS IS, WHERE IS, WITH ALL FAULTS", and with all existing defects and without any warranties of any kind even as to fitness for a particular purpose, habitability or merchantability. Bidders are invited to inspect the premises and public records prior to making a bid. No warranties, guarantees or representations of any kind are made; and all warranties are disclaimed with respect to any improvements located underground, the location and/or boundaries of the premises or improvements thereon, environmental compliance, or its compliance with any applicable zoning or land use regulations, laws or ordinances. BUYER agrees that SELLERS are not giving any express warranty, has no successor liability and is not obligated to give any implied warranties. The Buyer will assume responsibility and expense for any title search, title examination or title insurance, as set forth in said Purchase and Sale Agreement.

THE BUYER WILL ASSUME RISK OF ANY DEFECTS, AND EACH BIDDER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE AMOUNT BID REFLECTS THE "AS IS, WHERE IS" CONDITION OF UNDISCLOSED DEFECTS. EACH BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT SUCH BIDDER IN NO WAY RELIES UPON REPRESENTATION MADE BY SELLERS OR HIS AGENTS.

- 14. In the event of a substantial loss or damage to the property occurring after the execution of the Purchase and Sale Agreement and prior to closing, the Buyer shall have the election either to terminate said Purchase and Sale Agreement and receive a refund of the earnest money deposit or to complete the purchase and receive any insurance proceeds or eminent domain award received by Sellers on account of the damage or loss.
- 15. In the case of disputed bidding, the Auctioneer shall be the sole and absolute judge of such dispute.
- **16.** The Auctioneer acts only as agent for the Seller(s).
- 17. In the event of any conflict between these Terms and Conditions of Sale and the Purchase and Sale Agreement, the Purchase and Sale Agreement shall control.
- **18**. Other terms or conditions may be announced at the sale.
- 19. Items left on the premises are considered abandoned by the owner and will be the responsibility of the buyer.

REAL ESTATE AUCTION PURCHASE AND SALE AGREEMENT

The undersigned purchaser, as the successful bidder at a certain auction of the real property described below, herein agrees to purchase said real estate in accordance with the following terms and conditions.

1. SELLER(S):		BUYER(S):	
Donna Gordon 493 South St Biddeford, ME 04005 207-450-7142	Lucille Reed 14 High St. Apt 202 Saco, ME 04072 207-590-6497	Address:	
Tel. No:		Tel. No	
2. PROPERTY : .67 +/-acres		DEED REFERENCE: Book 2387 Page 11	3
3. BID PRICE (HAMMER P	RICE)	\$	
DEPOSIT required at the time day to be held by John McInni of which is acknowledged and except as provided below.	s Auctioneers, receipt	<u>\$10,000.00</u>	
SUB TOTAL		\$	
Balance Due at Transfer of T	Title:	\$	

- **4.** Transfer of Title: In accordance with the terms of the auction sale, title shall be transferred and the balance of the purchase price paid on or before November 19, 2019, at a time and place to be agreed upon. If no time and place is agreed upon, title shall be transferred at the Rockingham County Registry of Deeds on or before November 19, 2019.
- 5. Title shall be transferred by a Fiduciary Deed to the premises, which shall be provided at Seller's expense.
- **6.** Buyer may examine title for 10 days after the day the bid is accepted and shall within that time notify seller in writing of any defects in title that may render the title unmarketable in accordance with the standards adopted by the New Hampshire State Bar Association. Sellers shall have 30 days to cure any defects of title so brought to its attention that may render the title unmarketable. Buyer shall have the right to rescind and be refunded his deposit where defects of title that render the title unmarketable are not cured by sellers with the above-stated number of days.
- 7. Seller shall keep the premises insured during the term of this Agreement. In the event of damage by fire, or casualty, the Seller shall either restore the premises to their former condition or the Buyer, at his election, may cancel this Agreement, in which case this Agreement shall be void, or accept the premises in its then condition together with proceeds of said insurance which Seller agrees to assign to Buyer if Buyer so elects.
- 8. Real estate taxes and all charges against the property shall be apportioned as of the date of transfer of title.
- 9. If Buyer desires an examination of title, he shall pay the cost thereof. Buyer may examine title for 10 days after the date the bid is accepted and shall within that time notify seller in writing of any defects in title that may render the title unmarketable in accordance with the standards adopted by the New Hampshire. State Bar Association. Sellers shall have 30 days to cure any defects of title so brought to its attention that may render the title unmarketable. Buyer shall have the right to rescind and be refunded his deposit where defects of title that render the title unmarketable are not cured by sellers with the above-stated number of days.
- 10. This instrument is to be construed as a <u>New Hampshire Contract</u> and is to take effect as a sealed instrument; set forth the entire contract between the parties; is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by written instrument executed by both the Seller and the Buyer. If two or more persons are named herein as Buyers and Sellers, their obligation there under shall be joint and several.
- 11. TIME IS OF THE ESSENCE as to all dates referenced in this contract. Where necessary to effectuate the intent of the parties, the Agreement herein shall survive the closing.

- 12. Risk of Defects. The Buyer shall assume risk for any defects. Each bidder for said Property expressly acknowledges and agrees that the amount bid reflects the "AS IS, WHERE IS, WITH ALL FAULTS" condition and subject to all laws and ordinances with all faults of said Property and the assumption of all risks relating to undisclosed defects. Each bidder further acknowledges and agrees that such bidder in no way relies on representation made by Sellers or Auctioneer.
- 13. In the event that the highest bidder fails to comply with any of the terms and conditions of sale, said bidder's deposit will be retained by the Seller, unless the Auctioneer, in its sole discretion, reopens the bidding, and the new highest bidder immediately executes a Purchase and Sale Agreement. Upon close of bidding and compliance with the terms of sale, the Auctioneer shall declare that the terms of the sale have been complied with and that the public sale is closed. If the Buyer fails to perform at closing, the Sellers will retain the Buyer's deposit. A bidder or buyer whose deposit is retained under this paragraph shall be responsible for any and all consequential damages and additional costs, deficiencies, expenses and losses suffered as a result of his failure to perform, including without limitation, any attorney's fees.
- 14. Any and all representations, statements and agreements heretofore made between the parties hereto are merged in this Agreement, which alone fully and completely expresses their obligations and this Agreement is entered into by each party after opportunity for investigation, neither party relying on any statements or representations not embodied in this Agreement, made by the other or on his behalf. The Buyer fully acknowledges that he or she has examined the real estate to be sold and is purchasing at public Auction and accepts the property as is as shown.
- 15. The Sellers and Buyers agree that the Auctioneer is exclusively responsible for conducting and orchestrating this real estate auction in that no commission is due to any other broker or agent except as follows:
- 16. Buyer acknowledges that in the event he or she is represented by a Broker, up to a 2% co-broke fee is entitled to that Broker, according to the terms on the Broker Participation Form and the Broker should have pre-registered a Buyer forty-eight (48) hours prior to the auction.
- 17. Lead Paint Law The Buyer acknowledges that whenever a child or children under six (6) years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six (6) years of age. Buyer further acknowledges that he has been notified of said lead paint law by Seller and Auctioneer.
- 18. Items left on the premises are considered abandoned by the owner and will be the responsibility of the buyer.

October 5, 2019				
Buyer	Date	SS#:		
	October 5, 2019			
Buyer	Date	SS#:		
The Seller accepts the offer ar	nd agrees to deliver the above described property at the	price and upon the terms and conditions set forth.		
	October 5, 2019			
Seller	Date	SS#:		
	October 5, 2019			
Seller	Date	SS#:		
	October 5, 2019			
Auctioneer	Date			

Property: <u>304 Post Road – Greenland, NH</u>

Seller's Signature

Buyer's Signature

Buyer's Signature

John McInnis Auctioneers has gathered as much information as possible from the Owner. As agents for the owner's, we have made every effort to provide information gathered to potential buyers.

WATER SUPPLY: PUBLIC	Town/City Portsmouth
Type of System:	Not Known_ V
Malfunctions:	Not Known/_
Date of Installation:	Not Known 1967
Date of Most Recent Water Test:	Not Known
INSULATION DISCLOSURE:	
Attic:	Not Known_
Exterior Walls:	Not Known
SEPTIC SYSTEM DISCLOSURE:	
Size:	1,000. gallons- pumped 10/20/2014
Location:	15' from foundation/cellar window near bulkhead
Malfunctions: N/A:	Not Known
SEWERAGE:	Town/City: N.A.
KNOWN HAZARDOUS MATERIALS DISCLOSURE:	
Asbestos	Not Known /
Lead Based Paint	Not Known V
Radon	Not Known_V
Underground Tanks	Not Known

Date

Date

Date

PARTICIPATION INFORMATION BUYER'S BROKER REGISTRATON FORM

Broker/Salesperson:	
Agency:	
Address:	
Telephone Number:	
Dear John McInnis Auctioneers,	
As a licensed real estate broker/salesperson I,	
License Number	(attach copy of Real Estate
License),	
Wish to register my client:	
Name:	
Address:	
Telephone Number:	
For the upcoming auction of the following property	/:
With an opening bid amount of \$	
accepted. (Please note that principals are excluded I am representing my client, the Buyer, and not the indemnify John McInnis Auctioneers, and the Selle	pays for and closes on the property and I have to the day of auction. No oral registrations will be from this program.) e Seller. Further, I shall hold harmless and er from any and all claims, costs, or expenses, ise out of any actions or inaction's or representations perty. ontact with John McInnis Auctioneers or the Seller
A TWO PERCENT (2%) commission will be paid to a Lie her own efforts.	censed Broker who has procured a Buyer through his or
THERE WILL BE NO EXCEPTIONS TO THESE B	ROKER REQUIREMENTS.
In addition to my signature below, please find the seen and agreed to the above.	signature of my client, indicating that they have
Witness	Broker/Salesperson Date
Witness	Broker/Salesperson Date

REAL ESTATE ABSENTEE BID FORM

Ī,		(Name)
Of,		(Address),
Wish to submit the following as my high bi	d on the follo	wing Real Estate:
Situated in the City/Town of: Greenland,	NH	
Street Address: 304 Post Rd		
County: Rockingham	State of:	New Hampshire
Amount of Bid: \$		
I understand that John McInnis Auctioneer If this bid is the highest bid for the subject agreement in the amount for the subject processing that John McInnis Auctioneers he behalf of the seller and that its acceptance accommodation on the part of John McInniand convenient that no liability on the part its acceptance and placement of this bid an against John McInnis Auctioneers of whate event that I or my personal representation so valid and binding purchase and sale agreen highest bid therefore, then my deposit in the accompanies this bid shall be forfeited and additional damages, costs and expenses incompanies I have seen and fully underst If the auction is one with more than one prosuccessful, I agree to place the same bid or	property, I agoperty within as been retain and placemen is Auctioneer of John McIrd further, I he ever nature are should fail, rement for the water amount of I or my persecurred by the and the purch operty/lot/universe.	forty-eight (48) hours after the sale. I need to conduct the above auction on t of my absentee bid is purely an s and I, my successors and assigns agree anis Auctioneers is incurred by reason of creby release and waive any claims ising out of or because of this bid. In the fuse or neglect to execute an deliver a which property, if this absentee bid is the seller including attorneys fees. The sale and sales agreement for this property and my first choice above is not
DATE:	_, 2019	
Witness		Signature
		Print Name

304 POST RD

Location 304 POST RD

Mblu 0/U 1/49//

Acct# 1027 Owner ROBERAGE BARBARA R

Assessment \$307,900

Appraisal \$307,900

PID 1057

Building Count 1

Current Value

	Appraisal		
Valuation Year	Improvements	Land	Total
2018	\$129,700	\$178,200	\$307,900
	Assessment		
Valuation Year	Improvements	Land	Total
2018	\$129,700	\$178,200	\$307,900

Owner of Record

Owner

Co-Owner

304 POST RD

Address GREENLAND, NH 03840-2317

ROBERAGE BARBARA R

Sale Price

\$69,500

Certificate

Book & Page 02387/0113

Sale Date

04/17/1981

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Sale Date	
ROBERAGE BARBARA R	\$69,500		02387/0113	04/17/1981	
HALIAS NICHOLAS J &	\$68,500		00243/1165	07/01/1979	
CLOUGH LESTER	\$0		02240/0452		

Building Information

Building 1: Section 1

Year Built:

1967

Living Area:

1,188

Replacement Cost:

\$170,465

Building Percent

74

Good:

Replacement Cost

Less Depreciation:

\$126,100

Building Attributes

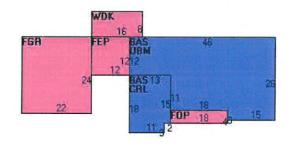
Field	Description
Style	Ranch
Model	Residential
Grade:	Average +10
Stories:	1 Story
Occupancy	1
Exterior Wall 1	Wood Shingle
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asph/F Gls/Cmp
Interior Wall 1	Drywall/Sheet
Interior Wall 2	
Interior Flr 1	Hardwood
Interior Flr 2	
Heat Fuel	Oil
Heat Type:	Hot Water
АС Туре:	None
Total Bedrooms:	2 Bedrooms
Total Bthrms:	1
Total Half Baths:	0
otal Xtra Fixtrs:	
otal Rooms:	6 Rooms
Bath Style:	Average
(itchen Style:	Modern

Building Photo



 $(http://images.vgsi.com/photos/GreenlandNHPhotos//\00\00\32/$

Building Layout



	Building Sub-Areas (sq	ft)	<u>Legend</u>
Code	Description	Gross Area	Living Area
BAS	First Floor	1,188	1,188
CRL	Crawl Space	228	0
FEP	Porch, Enclosed, Finished	144	0
FGR	Garage, Attached	528	0
FOP	Porch, Open	72	0
UBM	Basement, Unfinished	960	0
WDK	Deck, Wood	128	0
		3,248	1,188

Extra Features

Extra Features Lege				<u>Legend</u>
Code	Description	Size	Value	Bldg #
FPL1	FIREPLACE 1 ST	1 UNITS	\$2,600	1

Lang

Land Use

Land Line Valuation

Use Code

1010

Description

Single Fam MDL-01

Zone

RES

Neighborhood

Alt Land Appr

No

Assessed Value \$178,200 Appraised Value \$178,200

Size (Acres)

Frontage

Depth

0 0

0.67

Outbuildings

Category

Outbuildings <u>Lege</u>					<u>Legend</u>	
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
DRP1	DRV RES SMALL			1 UNITS	\$1,000	1

Valuation History

Appraisal				
Valuation Year	Improvements	Land	Total	
2018	\$129,700	\$178,200	\$307,900	
2017	\$115,000	\$134,100	\$249,100	
2016	\$115,000	\$134,100	\$249,100	

Assessment				
Valuation Year	Improvements	Land	Total	
2018	\$129,700	\$178,200	\$307,900	
2017	\$115,000	\$134,100	\$249,100	
2016	\$115,000	\$134,100	\$249,100	

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BILL DATE 5/31/2019 **INVOICE#** 2019-1-148665

Total	\$15.79	\$4,862.00
County	0.92	\$283.27
State	2.02	\$621.96
Town	3.34	\$1,028.39
School	9.51	\$2,928.13

Map-Lot: 304 - POST RD

0U-1-49

Land Building

178,200.00 Gross Value 129,700.00 Exemptions

ASSESSED VALUE ASSOCIATIONS

307,900.00 0.00

Net Value

\$307,900.00

PROPERTY LAX AND CREDINS

Tax for Year:

\$4,862.00

REAL ESTATE TAX BILL

TOWN OF GREENLAND

TAX COLLECTOR
11 TOWN SQUARE PO BOX 100, GREENLAND, NH 03840-0100 603-431-7111

ROBERAGE BARBARA R

304 POST RD

GREENLAND

NH

03840-2317

Net Property Tax

\$4,862.00

1st Half Payment Previously Paid

\$0.00

Net Due By: 7/1/2019

\$2,431.00

Unpaid balances accrue interest at 8% per annum after due date.