

JOHN MCINNIS AUCTIONEERS

mcinnisauctions.com

76 Main Street - Amesbury, Ma 01913

800-822-1417 - NH Lic# 2182

MORTGAGEES SALE OF REAL ESTATE

AUCTION

One Bedroom Garden Style Condo Unit

73 PROPECT STREET UNIT 5

PORTSMOUTH, NH

THURSDAY, MAY 14TH @ 11 AM



Previews:
Drive by recommended
Auction Day:
Registration will take
place one hour prior to
sale

PROPERTY INFORMATION PACKET

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Disclaimer

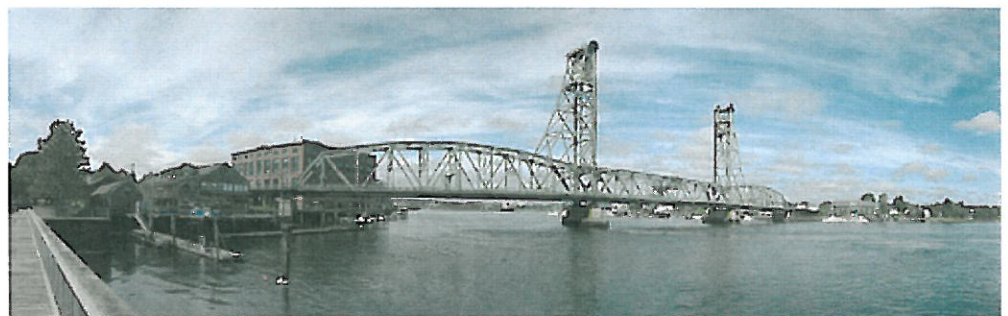
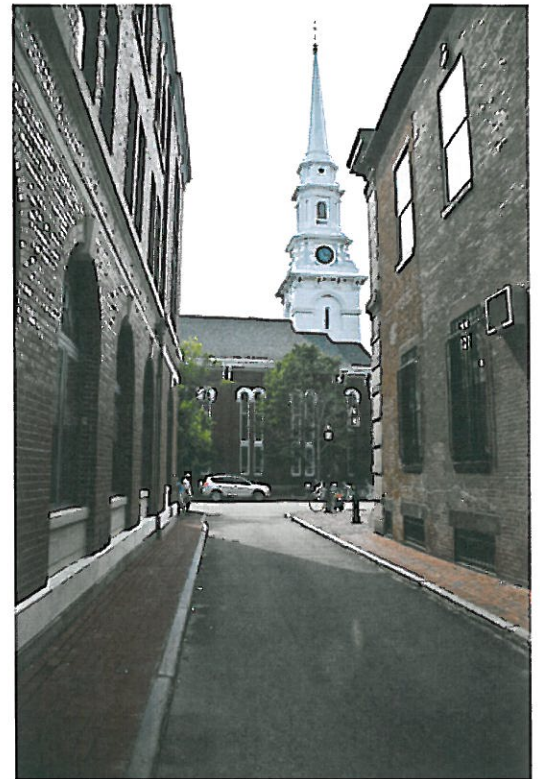
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IMPORTANT INFORMATION FOR PROSPECTIVE BIDDERS

THE INFORMATION SET FORTH IN THIS PACKET IS BELIEVED TO BE CORRECT. HOWEVER, THE MORTGAGEE/OWNER 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, 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 REGARDING THE USE, CONDITION OR VALUE OF THE PROPERTY.

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 Foreclosure Sale of Real Estate Auction to be held on Thursday, May 14th at 11 am.. John McInnis Auctioneers has been hired by the Provident Bank and their attorney Bosen & Springer, PLLC of Portsmouth, NH, to offer this one bedroom garden style condo unit at public foreclosure auction.

To be eligible to bid, at the time of registration you must present a \$10,000.00 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.

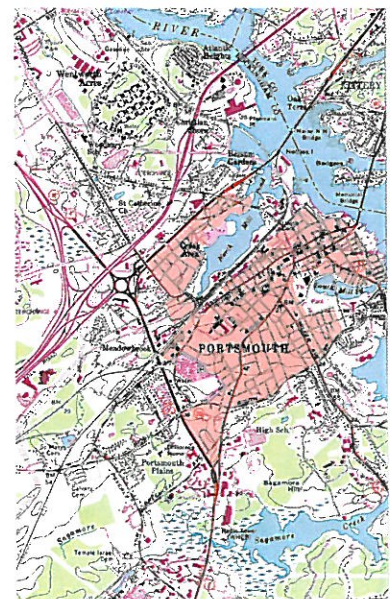
Thank you again for your interest in this property and we look forward to seeing you on the day of the auction. Registration will take place one hour prior to the auction.

Additional terms to be announced at the time of sale.

Sincerely,

John

*John P. McInnis
John McInnis Auctioneers*



BUYER BENEFITS

Dennet Homestead Condominium

One mile to downtown Portsmouth

Located at the end of quiet residential street

One deed parking space and three guest spaces in common

Public Water & Sewer

Two Stories

3 Rooms - 1 Bedroom - 1 Bath

618 +/- sq ft living space



NOTICE OF MORTGAGEE'S SALE

THE PROVIDENT BANK, of 5 Market Street, Amesbury, Massachusetts 01913 (the "Mortgagee") is the holder of a certain Mortgage and Security Agreement (the "Mortgage") given by DENNETT-PROSPECT REALTY INVESTMENTS, LLC (the "Mortgagor") dated March 15, 2005 and recorded at the Rockingham County Registry of Deeds at Book 4456 Page 533.

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 11:00 a.m. on May 14, 2009, at the property located 69 and 73 Prospect Street, Portsmouth, NH, County of Rockingham, New Hampshire, which premises (the "Mortgaged Premises") are described in the Mortgage as follows:

A certain Condominium Unit, known as Unit No. 5 of the Dennett Homestead Condominium, and any common area appurtenant thereto, situated on the northwesterly side of Prospect Street and the westerly side of Walker Street in Portsmouth, County of Rockingham, State of New Hampshire, more particularly bounded and described as follows:

Beginning at an iron pipe on the northwesterly sideline of Prospect Street which is the southeasterly corner of the premises herein described and which is the southwest corner of land now or formerly of Strack; thence running S 53° 00' 00" W, along Prospect Street, 66.00 feet to an iron pipe at the intersection of Prospect and Walker Street; thence turning and running along Walker Street, S 25° 04' 00" E, 72.00 feet to an iron pipe and land now or formerly of Gardner; thence running along said land now or formerly of Gardner, land now or formerly of Brackett and land now or formerly of Lucy, S 79° 25' 00" W, 175.30 feet to a point at land now or formerly of the O'Keefe Revocable Trust; thence turning and running along said Trust land N 00° 10' 31" E, 75.00 feet to a ring bolt; thence turning and running along land now or formerly of Colado, N 67° 23' 04" E, 72.23 feet to an iron pipe; thence continuing along said land of Colado, N 51° 19' 46" E, 122.99 feet to an iron pipe at land now or formerly of Strack; thence turning and running along said Strack land, S 36° 37' 32" E, 52.94 feet to an iron pipe at Prospect Street and the point of beginning.

Said premises are shown as Unit 5 on a plan entitled "Site Plan for Dennett-Prospect Realty Investments, LLC Tax Map 142 Lot 28 and 29 Portsmouth, NH" recorded at the Rockingham County Registry of Deeds as Plan D-35760.

For Mortgagors' Title see deeds of Goldie Fink, et al, dated March 15, 2005 and recorded in said Registry, Book 4456, Page 0527 and Book 4456, Page 0530 respectively.

Subject to a certain Condominium Declaration dated January 9, 2009 and recorded in the said Registry at Book 4972, Page 1276, by virtue of which the above described premises were submitted to condominium ownership by the Mortgagor. Specifically excepting from said premises that Condominium Unit No. 6 conveyed by the Mortgagor by deed dated January 23, 2009 and recorded at said Registry at Book 4975, Page 691 and all Convertible Space as set forth

in the condominium instruments, as well as any Common Area not appurtenant to Unit 5 under said instruments or under RSA 356-B.

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 & Springer, P.L.L.C., One New Hampshire Avenue, Suite 215, 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 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: \$10,000.00 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.

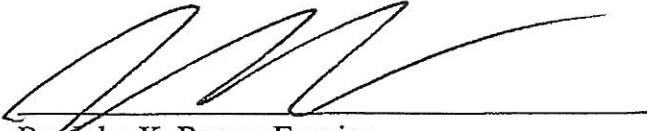
The Mortgagee reserves the right to (1) cancel or continue the foreclosure sale to such later date as the Mortgagee may deem desirable; (2) bid on and purchase the Mortgaged Premises at the sale; (3) reject any and all bids for the Mortgaged Premises; and (4) amend or alter the terms of sale stated in 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 John K. Bosen, 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 27th day of March, 2009.

THE PROVIDENT BANK
By its Attorneys,
Bosen & Springer P.L.L.C.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end, positioned above a solid horizontal line.

By: John K. Bosen, Esquire
One New Hampshire Avenue, Suite 215
Portsmouth, N.H. 03801
(603) 427-5500

MEMORANDUM OF SALE

Agreement made this 9th day of April, 2009, 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:

Unit No. 5 of the Dennett Homestead Condominium, 73 Prospect Street, Portsmouth, 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) \$10,000 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 & SPRINGER, P.L.L.C., One New Hampshire, Suite 215 Portsmouth, New Hampshire 03801 on or before June 15, 2009, 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.

SELLER NOTICES:

Pursuant to Section 477:4-a of the New Hampshire Revised Statutes Annotated, Sellers hereby provide Buyers with the following notices and, by execution of this Agreement, Buyers acknowledge receipt of said notices:

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.

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:

RETURN TO:

*Bosen & Springer, PLLC
One New Hampshire Ave., Suite 215
Portsmouth, NH 03801*

FORECLOSURE DEED

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

DENNETT-PROSPECT REALTY INVESTMENTS, LLC (the "Mortgagor") dated March 15, 2005 and recorded at the Rockingham County Registry of Deeds at Book 4456 Page 533,

By the power of sale conferred 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:

A certain condominium unit of the Dennett Homestead Prospect Condominiums, 73 Prospect Street, Portsmouth, New Hampshire, designated as Unit 5, as shown on the Floor and Site Plans of Dennett-Prospect Realty Investments, LLC recorded in the Rockingham County Registry of Deeds at Plan D-35760, together with a 50% undivided interest in the common area of said condominium, and the right in common with others to use the common area and the exclusive right to use the limited common area assigned to said unit, as established by Dennett-Prospect Realty Investments, LLC, the Declarant, pursuant to N.H. RSA 356-B by Declaration dated January 9, 2009 and recorded in the Rockingham County Registry of Deeds at Book 4972, Page 1276, and being on land submitted to condominium unit ownership as shown in said Declaration of Condominium.

Said unit is hereby conveyed subject to restrictions, conditions, and other provisions of the Condominium Declaration and By Laws for the Dennett Homestead Condominium as recorded in the Rockingham County Registry of Deeds, and any and all amendments thereto, as well as the provisions of N.H. RSA 356-B relating to unit ownership of real estate as the statute is written as of the date

Meaning and intending to convey a portion of the premises conveyed to Mortgagor and described in deeds of Goldie Fink, et al, dated March 15, 2005 and recorded in said Registry, Book 4456, Page 0527 and Book 4456, Page 0530 respectively.

Dated at Portsmouth, New Hampshire, this 15th day of June, 2009.

The Provident Bank

By: _____
_____, Vice President
The Provident Bank

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

June 15, 2009

Personally appeared the above named _____ known to me or proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

Before me,

Notary Public/Justice of the Peace

My Commission Expires: _____