

**MORTGAGEE'S SALE
REAL ESTATE
AUCTION**



25 Old Manchester Road ~ Raymond, NH

Friday May 16th @ 11 AM

JOHN McINNIS AUCTIONEERS
76 Main Street ~ Amesbury, MA
800-822-1417 ♦ mcinnisauctions.com
NH Lic# 2182

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JOHN McINNIS AUCTIONEERS
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Dear Prospective Bidder:

Thank you for your inquiry and interest in our upcoming Mortgagee's Real Estate Foreclosure Auction located at 25 Old Manchester Road, Raymond, New Hampshire to be held on Friday, May 16th at 11 AM. This single family home will be sold at Public Auction.

To be eligible to bid, at the time of registration you must present a \$10,000.00 deposit in cash or cashier's check.

The bidder's prospectus has been assembled for your convenience and if you have any other questions, please do not hesitate to call our office.

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.

Sincerely,

A handwritten signature in black ink, appearing to read "John P. McInnis". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

*John P. McInnis
John McInnis Auctioneers*

**IMPORTANT INFORMATION FOR
PROSPECTIVE BIDDERS**

Auctioneer's Disclaimer

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.

Property Description

25 Old Manchester Road – Raymond, NH

Style:	Cape Cod
Built:	2004
Stories:	1 3/4
Exterior:	Vinyl Siding
Roof Structure:	Gable Hip
Roof Cover:	Asphalt
Living Area:	1,685 +/- sq ft
Interior Wall:	Dry Wall
Floors:	Hardwood/Carpet
Heat Fuel:	Gas
Heat Type:	Hot Water
Total Bedrooms:	3
Total Bathrooms:	1.5
Total Rooms:	6
Bath Style:	Average
Kitchen Style:	Standard
Features:	Unfinished Basement, Wood Deck



MUNICIPAL DATA: Town of Raymond- - Title Reference: Book 4653, Page 0144

Date Recorded: 4/14/2006
Assessed Value: \$264,000
Current Taxes: \$ 4,620

NOTICE OF FORECLOSURE SALE

By virtue of the Power of Sale contained in a certain Mortgage given by MICHAEL M. EVANS and CATHERINE A. EVANS dated June 30, 2004 and recorded in the Rockingham County Registry of Deeds at Book 4322, Page 0643, (the "Mortgage") which mortgage was given to NEWBURYPORT FIVE CENTS SAVINGS BANK in execution of said power and for breach of the conditions of said Mortgage, and for the purposes of foreclosing the same, NEWBURYPORT FIVE CENTS SAVINGS BANK will sell at

PUBLIC AUCTION

on Friday, May 16, 2008 at 11:00 o'clock in the forenoon in Raymond, County of Rockingham, State of New Hampshire, premises situated at 25 Old Manchester Road, Raymond, Rockingham County, New Hampshire which are described in the Mortgage and which may be currently described as follows (the "Mortgage Premises"):

A certain tract or parcel of land, together with any buildings thereon, situated on the northerly side of Old Manchester Road in Raymond, in the County of Rockingham and the State of New Hampshire, and being Lot 22-3 as depicted on a plan entitled "A Survey and Plat of a Subdivision of Land of Richard M. Dubois Prepared for Rock Maple Holdings, Inc. and Situated in the Town of Raymond, N.H." prepared by R.S.L. Layout & Design, Inc. dated August 23, 1989 and recorded in the Rockingham Registry of Deeds as Plan #D-31041, more particularly bounded and described as follows, to wit:

Beginning at a granite bound set at the northerly sideline of said Old Manchester Road and other land now or formerly of Richard M. Dubois depicted as Lot 22-2 on the aforesaid plan; thence turning and running along said Lot 22-2 N 15° 37' 09" W a distance of 9.08 feet to a point; thence running still along said Lot 22-2 by the same course a distance of 90.22 feet to a point; thence running still along said Lot 22-2 by the same course a distance of 100.00 feet to a point; thence running still along said Lot 22-2 by the same course a distance of 148.53 feet to a point on the bank of the Lamprey River, thence turning and running along said river on a tie bearing S 60° 38' 43" E a distance of 191.95 feet to a point at land now or formerly of Martin F. Howard and Marjorie Howard; thence turning and running along said Howard land S 15° 24' 36" E a distance of 85 feet to a point; thence continuing along said Howard land by the same course a distance of 70.00 feet to a point; thence continuing along said Howard land by the same course a distance of 65.00 feet to a railroad spike set in the ground the northerly sideline of said Old Manchester Road; thence turning and running along said Old Manchester Road S 77° 00' 00" W a distance of 107.41 feet to a granite bound; thence continuing along said Old Manchester Road on the arc of a curve having a delta of 03' 58' 46", a radius of 400.00 feet, a length of 27.78 feet and a traverse of 13.90 feet to the point of beginning.

The original Mortgage may be examined by any interested person at the law office of Mary Keohan Ganz, 779 Lafayette Road, Seabrook, New Hampshire 03874.

The sale will take place at the mortgaged premises.

To the Mortgagor or any other person claiming a lien or other encumbrance upon the Mortgage Premises: You are hereby notified that you have a right to petition the superior court for the county in which the Mortgage Premises are situated, with service upon the Mortgagee, and upon such bond as the court may require, to enjoin the scheduled foreclosure sale.

Said Mortgage Premises will be sold subject to all unpaid taxes, betterments, assessments, claims, water bills, mortgages, and all other liens entitled to precedence over said Mortgage, including the right of redemption available to the Internal Revenue Service pursuant to Federal Tax laws and all restrictions and encumbrances of record prior to said mortgage, if any there be.

Terms: Ten Thousand Dollars (\$10,000.00) must be paid as a deposit by the successful bidder for the Mortgage Premises in cash or by certified check at the time of sale. The balance of the purchase price must be paid in full by the successful bidder in cash or certified check on or before the thirtieth (30th) day after the date of the foreclosure sale. If the successful bidder fails to complete the purchase of the Mortgage Premises, the mortgagee reserves the right to retain the deposit in full as liquidated damages as a result of the bidder's failure to perform. The successful bidder shall pay the full transfer tax stamps on the foreclosure deed.

As an additional condition and term of the sale, in the event the successful bidder refuses to sign the Foreclosure Sales Agreement or fails to complete the purchase in accordance with the terms and conditions of said foreclosure sale, the holder of the mortgage reserves the right to sell the mortgaged premises to the next highest bidder ("Second Bidder") and to accept all bids upon the condition that the Second Bidder shall deposit with mortgagee's attorney the amount of the required deposit as set forth herein within three (3) business days after written notice of default of the previous highest bidder. Upon deposit of the earnest money by Second Bidder, Second Bidder shall become Purchaser for purposes of the foregoing paragraphs and completion of the sale.


Right to Amend: The mortgagee reserves the right to (i) continue the foreclosure sale to such subsequent date or dates as the mortgagee may deem necessary or desirable, (ii) bid upon and purchase the Mortgage Premises at the foreclosure sale, (iii) reject any and all bids for the Mortgage Premises, (iv) amend or change the terms of sale set forth herein by announcement, written or oral, made before or during the foreclosure sale, and such change(s) or amendment(s) shall be binding on all bidders.

Warranties: Except for warranties arising by operation of law, the conveyance of the Mortgage Premises will be made by the mortgagee and accepted by the successful bidder therefor without any other express or implied representations or warranties whatsoever.

For further information regarding the Mortgaged Premises and terms of the foreclosure sale, please contact Auctioneer John P. McInnis at (978) 388-0400.

**NEWBURYPORT FIVE CENTS
SAVINGS BANK**
By its attorney,

Dated: April 18, 2008



Mary Keohan Ganz
GANZ LAW OFFICE
779 Lafayette Road, PO Box 238
Seabrook, NH 03874-0238
(603) 474-2737

#4311-C

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FORECLOSURE REAL ESTATE PURCHASE AGREEMENT

PURCHASER: Name: _____
Address: _____
Telephone: _____

The undersigned Seller, NEWBURYPORT FIVE CENTS SAVINGS BANK, holder of a certain Mortgage on real property described in Exhibit A, attached hereto, incorporated herein and made a part hereof, has on this 16th day of May, 2008, conducted a Foreclosure Sale and said purchaser, as the successful bidder at said foreclosure sale, hereby agrees to purchase said real estate in accordance with the following terms and conditions and those pursuant to the terms and conditions of the foreclosure sale, for the State of New Hampshire.

1. TERMS: PURCHASE PRICE AND PAYMENT:

The purchase price (bid price) is \$ _____
The deposit, receipt of which is acknowledged, and is **non-refundable** which shall be held by the Mary Keohan Ganz, Attorney for Eastern Bank \$ 10,000.00
The balance due at transfer of title is \$ _____

2. TRANSFER OF TITLE: Title shall be transferred by such documents as are required by law, pursuant to the secured party sale, in the State of New Hampshire in which the property is located. Title shall be transferred no later than June 16, 2008, at a time and place to be mutually agreed upon by the parties. In the event that there is no agreement as to time and place, title shall be transferred on June 16, 2008 at the Rockingham County Registry of Deeds at 1:00 p.m.

3. POSSESSION AND LIENS: The possession of the premises shall be delivered as occupied and it shall be the purchaser's responsibility to deal with all tenants and occupants at such time as title is taken. It is understood and agreed that said premises are sold subject to unpaid taxes and prior liens or other enforceable encumbrances and that the Seller has disclosed that there may be unpaid taxes and prior liens or other enforceable encumbrances.

4. INSURANCE: Seller shall keep the premises insured during the term of this Agreement as currently insured. In the event of damage by fire, or other casualty, the Seller agrees to cooperate with Buyer in prosecuting the insurance claim and the Buyer agrees to purchase the premises for the same price in their damaged condition. The Seller, however, shall pay all proceeds of insurance to the Buyers. However, Seller does not represent that there is any insurance on the premises. Buyer is advised to obtain its own coverage or is at its own risk of loss.

5. TITLE EXAMINATION: If Buyer desires an examination of title, it shall be responsible for the cost thereof.

6. OBLIGATIONS: This instrument is to be construed as a New Hampshire contract, is to take effect as a sealed instrument, sets 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 a written instrument executed by both the Seller and the Buyer. If two or more persons are named herein as Buyers and Sellers, their obligation hereunder shall be joint and several.

7. TIME: 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. The terms and conditions hereof shall bind and the benefits shall inure to the parties hereto and their heirs, devisees, personal representatives, successors and assigns.

8. DEFAULT: In the event the Buyer fails to perform Buyer's covenants and agreements hereunder, the Buyer shall forfeit Buyer's deposit(s) and, in addition, shall be responsible for all losses and expenses incurred by the Seller as a result of Buyer's nonperformance, including, without limitation, all costs and expenses, including reasonable attorney's fees, incurred by Seller in conducting another foreclosure and secured party sale of the premises and property. Buyer shall also be responsible to Seller for the difference between the amount of Buyer's bid for the property at the foreclosure sale and the amount bid at any subsequent foreclosure sale if the subsequent bid is lower than the Buyer's bid.

9. ASSIGNMENT: Should Buyer fail to perform by his covenants and agreements hereunder, the Buyer assigns all of its right, title and interest to the second highest bidder.

10. PRIOR STATEMENTS: All representations, statements and agreements heretofore made between the parties hereto are merged in this Agreement, which alone fully and completely express 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.

11. PURSUANT TO NEW HAMPSHIRE R.S.A. 477:4-A: Seller hereby notifies and Buyer hereby acknowledges receipt of notification of the following:

Radon Gas: Radon gas, the product of the 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.

12. ADDITIONAL PROVISIONS:

- A. Purchaser(s) shall be responsible for all State of New Hampshire transfer taxes (R.S.A. 78-B) which shall be due at the time of the recording of the Foreclosure Deed.

WITNESS our hands this 16th day of May, 2008.

NEWBURYPORT FIVE CENTS SAVINGS BANK

Witness

By its duly authorized agent **SELLER**

Witness

PURCHASER

Witness

PURCHASER

EXHIBIT A TO PURCHASE & SALES AGREEMENT

Locus: 25 Old Manchester Road, Raymond NH 03077

A certain tract or parcel of land, together with any buildings thereon, situated on the northerly side of Old Manchester Road in Raymond, in the County of Rockingham and the State of New Hampshire, and being Lot 22-3 as depicted on a plan entitled "A Survey and Plat of a Subdivision of Land of Richard M. Dubois Prepared for Rock Maple Holdings, Inc. and Situated in the Town of Raymond, N.H." prepared by R.S.L. Layout & Design, Inc. dated August 23, 1989 and recorded in the Rockingham Registry of Deeds as Plan #D-31041, more particularly bounded and described as follows, to wit:

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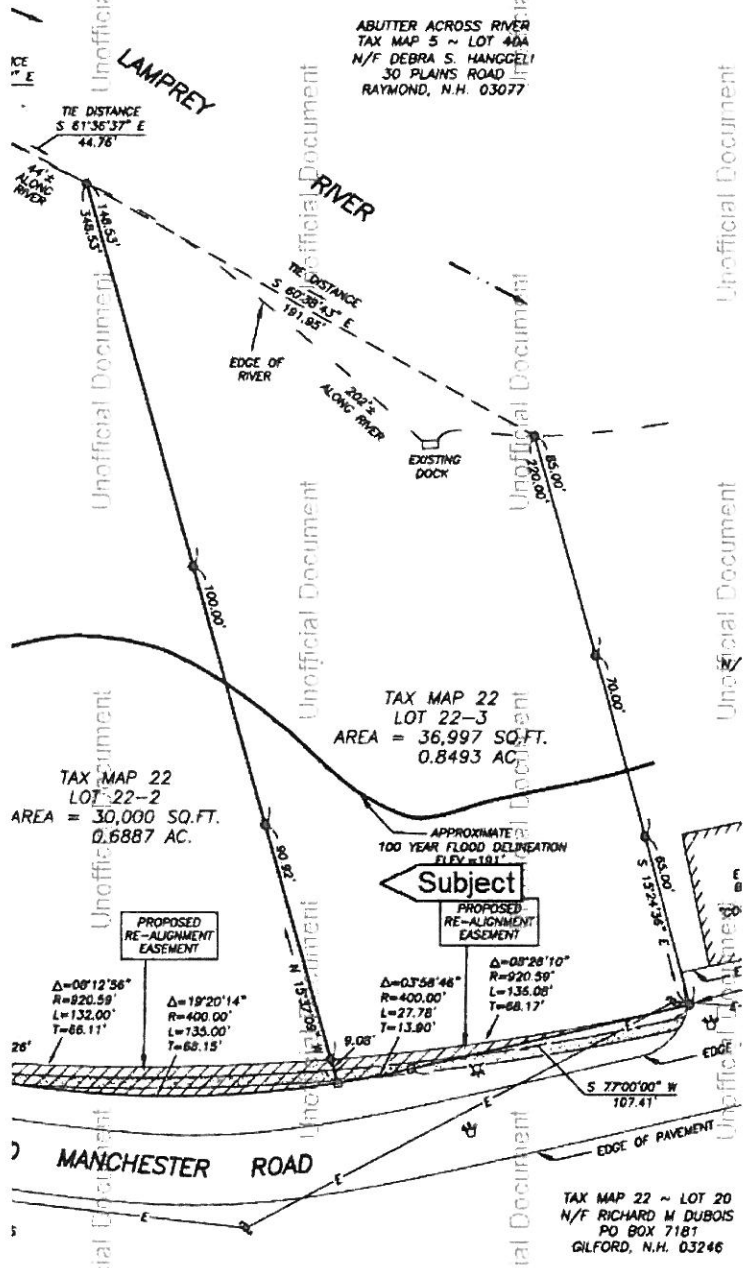
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124579

FOR REGISTRY USE ONLY

ABUTTER ACROSS RIVER
TAX MAP 5 ~ LOT 40A
N/F DEBRA S. HANGGELI
30 PLAINS ROAD
RAYMOND, N.H. 03077



REVISIONS

NO.	DATE	DESCRIPTION	BY
1	6/9/03	OWNER, ABUTTERS, SIDEWALK	COL

FOR REGISTRY USE ONLY

D-31041





MBLU : 027/004 / 007/003 / /
Location: 25 OLD MANCHESTER ROAD
Owner Name: EVANS, MICHAEL M
Account Number: 022/ 022/ 003

Parcel Value

Item	Appraised Value	Assessed Value
Buildings	162,300	162,300
Xtra Bldg Features	0	0
Outbuildings	0	0
Land	101,700	101,700
Total:	264,000	264,000

Owner of Record

EVANS, MICHAEL M
 187 NORTH ROAD
 SANDOWN, NH 03873

Ownership History

Owner Name	Book/Page	Sale Date	Sale Price
EVANS, MICHAEL M	4653/0144	4/14/2006	0
EVANS, MICHAEL M & CATHERINE A	4322/0641	6/30/2004	237,900
ROCK MAPLE HOLDINGS, INC	4201/0722	12/1/2003	63,000
DUBOIS, RICHARD M	3132/1751	12/18/1995	0

Land Use

Land Use Code	Land Use Description
1010	SINGLE FAM MDL-01

Land Line Valuation

Size	Zone	Appraised Value	Assessed Value
0.85 AC	A	101,700	101,700

Construction Detail

Building # 1	MODEL Residential	Grade: Average
STYLE Cape Cod	Occupancy 1	Exterior Wall 1 Vinyl Siding
Stories: 1 3/4 Stories	Roof Cover Asph/F Gls/Cmp	Interior Wall 1 Drywall/Sheet
Roof Structure: Gable/Hip	Interior Flr 2 Carpet	Heat Fuel Gas
Interior Flr 1 Hardwood	AC Type: None	Total Bedrooms: 03
Heat Type: Hot Water	Total Half Baths: 1	Total Rooms: 6
Total Bthrms: 1		

Building Valuation

Living Area: 1,685 square feet	Replacement Cost: 165,646	Year Built: 2004
Depreciation: 2%	Building Value: 162,300	

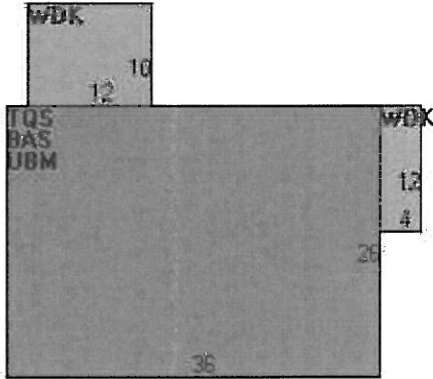
Extra Features

Code	Description	Units	Appraised Value
No Extra Building Features			

Outbuildings

Code	Description	Units	Appraised Value
No Outbuildings			

Building Sketch



Subarea Summary

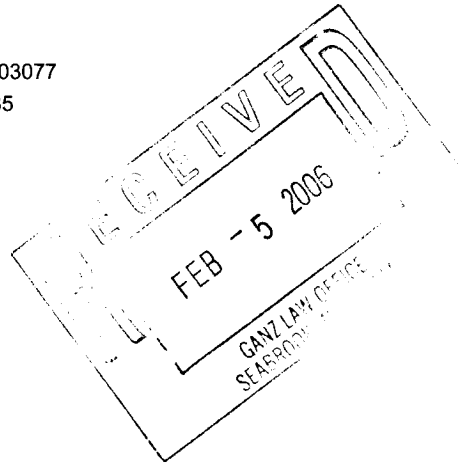
Code	Description	Gross Area	Living Area
BAS	First Floor	936	936
TQS	Three Quarter Story	936	749
UBM	Basement, Unfinished	936	0
WDK	Deck, Wood	168	0

TOWN CLERK - TAX COLLECTOR

TOWN OFFICE
4 EPPING STREET
RAYMOND, NEW HAMPSHIRE 03077
TELEPHONE (603) 895-4735
FAX (603) 895-0903

January 31, 2008

Ganz Law Office
779 Lafayette Road
PO Box 238
Seabrook, NH 03874-0238



Re: Michael M. Evans
25 Old Manchester Road
Raymond, NH 03077
Tax Map/Lot 027/004/007/003

Greetings:

The Town of Raymond records indicate that the property taxes on the above listed property are paid in full through March 31, 2008.

Please see the attached Property Billing Statement.

There is an Assistance Lien that was placed on this property. It was recorded at the Rockingham County Registry of Deeds on October 20, 2005 in Book 4568 Page 1161. Please contact Denise O'Grady, Welfare Director, at 603-895-4735, Ext. 108, for further information.

The Town of Raymond does have an interest in all future taxes that will be assessed on this property.

If you have any questions regarding the above information, please do not hesitate to contact this office.

Yours truly,

Sharon E. Walls
Sharon E. Walls
Deputy Town Clerk/Tax Collector

CERTIFIED MAIL
7006 2150 0001 1210 4802
RETURNED RECEIPT REQUESTED

Property Billing Statement

Town of Raymond

4 Epping Street
Raymond, NH 03077

(603) 895-4735

Summary of Account by Property

Interest Calculated as of: 1/31/2008

EVANS, MICHAEL M
25 OLD MANCHESTER ROAD
RAYMOND, NH 03077

Map Lot: 027/004/007/003
PID: 006155
Alt ID: 022/ 022/ 003
Location: 25 OLD MANCHESTER ROAD

Date	Activity	Chk#	Amount	Costs	Penalties	Interest	Rate	Per Diem	Total
Current Assessments									
Land:	101,700.00	Bldg:	162,300.00	CU:	0.00	Other:	0.00	Total:	264,000.00
Year: 2007	Total Assessment:		264,000.00	Exemptions:		Credits:			
Land:	101,700.00	CU:	0.00						
Bldg:	162,300.00	Other:	0.00						
Bill #:	53756	Date:	5/25/2007	Due:	7/05/2007	Year:	2007	Type:	TAX
						Original Amnt:	2,545.00		
6/28/2007	Payment	CASH	2,545.00	0.00	0.00	0.00			
Balance Due:			0.00	0.00	0.00	0.00	12.00	0.0000	0.00
Bill #:	60381	Date:	10/17/2007	Due:	12/03/2007	Year:	2007	Type:	TAX
						Original Amnt:	2,075.00		
11/27/2007	Payment	ELECTRONIC	2,075.00	0.00	0.00	0.00			
Balance Due:			0.00	0.00	0.00	0.00	12.00	0.0000	0.00
2007 Balance:			0.00	0.00	0.00	0.00	0.0000		
Totals Parcel - 027/004/007/003			0.00	0.00	0.00	0.00	0.0000		