

**MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE AND SECURED PARTY
NOTIFICATION OF DISPOSITION OF PERSONAL PROPERTY**

Reference is made to that certain Commercial Mortgage, Security Agreement and Assignment of Leases and Rents granted by Wooded Hillside, LLC (the "**Mortgagor**") to Northern Bank & Trust Company, (the "**Mortgagee**") dated as of May 31, 2011 and recorded with the Hillsborough County Registry of Deeds (the "**Registry**") in Book 8321, Page 1448, (the "**Mortgage**").

The Mortgage encumbers the real property known as Vista Knoll Estates, Hudson, New Hampshire as further described on **EXHIBIT A** attached hereto (the "**Real Property**").

By virtue and in execution of the Power of Sale contained in the Mortgage, of which the undersigned is the present holder, and pursuant to the security interests and rights granted by the Mortgagor to the Mortgagee under the Mortgage, for breach and default of the conditions of the Mortgage, and for the purpose of foreclosing the same, the Mortgagee will offer the Real Property and, pursuant to a secured party public sale under Article 9 of the Uniform Commercial Code, together with and not separately from the Real Property, the assets of the Mortgagor in which the Mortgagee has been granted a security interest and as further described on **EXHIBIT B** (the "**Personal Property**", and together with the Real Property, collectively, the "**Mortgaged Property**"), for sale at public auction on **Tuesday, January 15, 2019, at 11:00 A.M.** on the Real Property. The sale described above will be referred to hereinafter, as the "**Sale**."

TERMS OF SALE. A deposit of **TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00)** shall be required to be made to the Mortgagee for the Mortgaged Property. The foregoing deposit shall be made by certified check or bank cashier's check (cash will not be accepted) at the time and place of the Sale, which deposit shall be increased to an amount equal to ten percent (10%) of the highest bid at the Sale, which amount is to be paid within ten (10) calendar days of the date of the Sale. The balance of the purchase price for the Mortgaged Property is to be paid to the Mortgagee by federal funds wire transfer in or within thirty (30) calendar days from the date of the Sale, **with time being of the essence.**

The Sale shall be held on the Real Property. The Mortgaged Property is to be sold together, subject to, and with the benefit of, all easements, restrictions, building and zoning laws, unpaid taxes, tax titles, water bills, municipal liens and assessments, rights of tenants and parties in possession, existing encumbrances, and assessments, and all other claims in the nature of liens, now existing or hereafter arising, having priority over the Mortgage, if any there be. The Mortgaged Property is also sold subject to the right of redemption of the United States of America, if any there be.

The Mortgagee may, at its option, either sell the Mortgaged Property to the second highest bidder at the Sale or assume the highest bid should the highest bidder fail to fulfill the highest bidder's obligations under the sales agreement to be entered into with the Mortgagee immediately after the Sale. In the event that the highest bidder defaults under such sales agreement and the Mortgagee sells the Mortgaged Property to the second highest bidder, the Mortgagee may, at its option, assume the second highest bid should the second highest bidder fail to fulfill its obligations under such sales agreement. No such assumption of the highest or

second highest bid or sale of the Mortgaged Property by the Mortgagee to such second highest bidder shall relieve the highest or second highest bidder, as applicable, from its obligations under such sales agreement nor operate as a waiver by the Mortgagee of its rights and remedies against the highest or second highest bidder at the Sale.

The successful bidder will be required to execute a written purchase and sale agreement immediately after the close of the bidding. The purchase and sale agreement will be available for review at the sale or by prior written request to Alexander G. Rheume, Esquire, Riemer & Braunstein LLP, One Center Plaza, Boston, Massachusetts 02108, (617) 523-9000.

A copy of the Mortgage may be examined by any interested person at Riemer & Braunstein LLP, One Center Plaza, Boston, Massachusetts 02108, (617) 523-9000, during normal business hours. Any interested person may also obtain a copy of the Mortgage by sending a written request for the same to Alexander G. Rheume, Esquire, Riemer & Braunstein LLP, One Center Plaza, Boston, Massachusetts 02108.

THE MORTGAGED PROPERTY WILL BE OFFERED AND SOLD "AS IS AND WHERE IS," WITHOUT WARRANTY AS TO ENVIRONMENTAL CONDITION, WITHOUT WARRANTIES RELATING TO TITLE, POSSESSION, CONSTRUCTION OR FITNESS FOR HABITATION, COMPLIANCE WITH STATE OR LOCAL CODES, OR RECITATION OF ACREAGE, AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE SO-CALLED IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

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 THE RIGHT TO WAIVE ANY READING OF THIS NOTICE AT THE COMMENCEMENT OF SUCH FORECLOSURE SALE, IF EACH QUALIFIED BIDDER HAS BEEN PROVIDED WITH A TRUE AND COMPLETE COPY OF THE NOTICE PRIOR THERETO.

To the Mortgagor or any other person claiming a lien or encumbrance against the mortgaged premises: YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES IS SITUATED, WITH SERVICE UPON THE MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORECLOSURE SALE. Failure to institute such petition and complete such service upon the Mortgagee or its agent conducting the sale prior to sale shall thereafter bar any action or right of action of the Mortgagor based on the validity of the foreclosure.

The Mortgagee reserves the right to credit bid at the Sale and to postpone the Sale by auctioneer's public proclamation. The Mortgagee further reserves the right to change terms of the Sale at the Sale or to add additional terms and to qualify some or all bidders.

Other terms, if any, to be announced at the Sale.

NORTHERN BANK & TRUST COMPANY,

By Its Attorneys,



Alexander G. Rheume, Esquire

Riemer & Braunstein LLP

One Center Plaza

Boston, Massachusetts 02108

Tel: (617) 523-9000

Email: arheume@riemerlaw.com

EXHIBIT A

(Real Property)

(Vista Knoll Estates, Hudson, New Hampshire)

Four (4) tracts of land, all situate in Hudson, Hillsborough County, New Hampshire as follows:

TRACT I:

A certain tract or parcel of land situated in Hudson, said County and State with the Buildings thereon, and containing 20 acres, more or less, bounded and described as follows: Beginning at the southwesterly corner at a stake and stone on the northerly side of the Boston & Maine R. R. and at land of W. D. Eaton; thence Northerly by said Eaton land and crossing the highway leading from Lawrence Corner to Hudson Center; thence Northerly by said Eaton land to land of Frank P. Robinson; thence Northerly and Easterly by said Robinson land to the before-mentioned highway; thence crossing said highway and Easterly by land of H. C. Pearson and land of W. D. Eaton and Proctor Bros. to Boston and Maine R. R.; thence Westerly by the Boston & Maine R. R. and on the northerly side of it to the first mentioned bound.

TRACT II:

A certain tract or parcel of land with the buildings thereon, situate in Hudson, Hillsborough County, New Hampshire, bounded and described as follows:

Beginning at the southwest corner of the premises on the north side of the road leading from Hudson Center to Lawrence Corner, so-called; thence

- (1) Northerly by land now or formerly of David Clement, Jr. to land formerly owned by Talford D. Melvin; thence
- (2) Northeasterly by said Melvin land to land now or formerly of Charlotte Robinson; thence
- (3) Southerly and Easterly by said Robinson land to land now or formerly of Clarissa Robinson; thence
- (4) Southerly by said Clarissa Robinson's land and crossing the road and railroad and following by the fence to land now or formerly of David Clement, Jr.; thence
- (5) Northerly by said David Clement land across the roads aforesaid, to the place of beginning.

Containing thirty-five (35) acres, more or less.

Excepting and reserving that portion of the above-described premises located on the southerly side of Route 111 as layed out by the State of New Hampshire in Return of Highway Layout dated December 20, 1960 in Volume 1630, Page 1. For a more accurate description of said exceptions, see the following: Volume 1632, Page 9; Volume 2053, Page 62; Volume 2321, Page 106; Volume 2861, Page 720; and Volume 3683, Page 332.

TRACT III:

A parcel of land situate in Hudson, Hillsborough County, New Hampshire, bounded on the West by a wall and by land formerly of Walter Eaton, and now or formerly of the Estate of Florence S. Smith; On the South by a wall, land formerly of said Eaton, now or formerly of the Estate of Florence S. Smith and by a wall and by other land now or formerly of the Estate of Florence S. Smith; On the East by a wall and by land formerly of Hazel McInnis now or formerly of Triple B; On the North by a wall and land now or formerly of Mary Wolangewic later of Cora Sanderson. This parcel has no road frontage.

Meaning and intending to convey (Tracts I through III) land known as Map 161, Lot 29 and Map 153, Lot 12 on the Hudson Tax Maps. Map 161, Lot 29 (formerly Map 32, Lot 11) is shown as a 38.21 acre parcel on Hillsborough County Registry of Deeds Plan No. 27796.

The above three tracts of land are subject to the following:

(1) Easement from Walter D. Eaton to New England Telephone and Telegraph Company dated May 18, 1915 and recorded in the Hillsborough County Registry of Deeds in Volume 732, Page 29, and as shown on plan of land entitled, "Boundary Plat Land of S & P Farms Trust, Map 32, Parcel 11, Hudson, N.H.," dated December 13, 1995 and recorded as Plan #27796.

(2) Right of Way from Albert E. Smith and Florence S. Smith to Northeastern Gas Transmission Company dated January 16, 1952 and recorded in Volume 1312, Page 37, and as shown on plan of land entitled, "Boundary Plat Land of S & P Farms Trust, Map 32, Parcel 11, Hudson, N.H.," dated December 13, 1995 and recorded as Plan #27796.

(3) Right of Way from Albert E. Smith to Northeastern Gas Transmission Company dated January 16, 1952 and recorded in Volume 1312, Page 38, and as shown on plan of land entitled, "Boundary Plat Land of S & P Farms Trust, Map 32, Parcel 11, Hudson, N.H.," dated December 13, 1995 and recorded as Plan #27796.

(4) Right of Way from Walter W. McInnis and Hazel E. McInnis to Northeastern Gas Transmission Company dated January 16, 1952 and recorded in Volume 1312, Page 384, and as shown on plan of land entitled, "Boundary Plat Land of S & P Farms Trust, Map 32, Parcel 11, Hudson, N.H.," dated December 13, 1995 and recorded as Plan #27796.

(5) Notice of current use classification (Map 32, Lot 11, and Lot 33-1) recorded September 17, 1980 and recorded in Volume 2791, Page 623,

(6) Matters shown on on Plan No. 27796.

TRACT IV:

An undivided one-half interest in and to a certain strip of land situated in Hudson, Hillsborough County, New Hampshire, being shown as a proposed street on a plan entitled "Plan of Part of Land of Harry E. Clement Route 111, Hudson, N.H." dated July 1963 and recorded at the Hillsborough County Registry of Deeds as Plan No. 2510, bounded and described as follows:

Beginning at a stone bound on the northerly side of New Route 111 at the southwestern corner of Lot No. 1 as shown on said Plan; thence

(1) Northwesterly by a curve to the right having a radius of fifteen (15) feet, a

distance of twenty-five and 35/100ths (25.35) feet by said Lot No. 1 to a drill hole; thence

(2) North 5° 00' West one hundred sixty-nine and 67/100ths (169.67) feet by said Lot No. 1 to a stone bound; thence

(3) Northeasterly by a curve to the right having a radius of fifteen (15) feet, a distance of twenty-one and 77/100ths (21.77) feet by said Lot No. 1 to a stone bound; thence

(4) North 78° 10' East one hundred thirty-six and 69/100ths (136.69) feet, more or less, by said Lot No. 1 to a stone bound; thence

(5) North 5° West along a stone wall and land now or formerly of Albert E. Smith to land now or formerly of George H. Abbott et ux; thence

(6) South 78° West two hundred (200) feet, more or less, by said Abbott land to an iron stake; thence

(7) Southerly by said Abbott land to a concrete bound; thence

(8) Southerly one hundred eighty-five (185) feet, more or less, by land now or formerly of George H. Abbott et ux and formerly of Lucien R. Dumais et ux; thence

(9) Southwesterly by a curve to the left, a radius of fifteen (15) feet, a distance of twenty-four (24) feet, more or less, by said Abbot land; thence

(10) Easterly along the northerly line of New Route 111 to the place of beginning.

Reference may also be made to Plan No. 2513 and Plan No. 3935.

Subject to the following:

(1) Any existing rights by reason of the above-described premises having been laid out as a Proposed Street on Plan No. 2510.

(2) Possible easement from Harry E. Clement to Public Service Company of New Hampshire and New England Tel. and Tel. dated December 29, 1964 and recorded in the Hillsborough County Registry of Deeds in Volume 1817, Page 187.

(3) Right of Way granted in deed of Robert Smith, Martha Smith, Harrison E. Smith, Trustee of the Harrison E. Smith Revocable Trust dated November 4, 1998, and Katherine S. Peabody, Trustee of the Katherine S. Peabody Revocable Trust of 1996 to Kenneth G. Adams, dated October 22, 2000 and recorded in Volume 6308, Page 1531.

(4) Rights of George H. Abbott (other ½ interest) to the Proposed Street by virtue of the deed of Harry E. Clement and Mildred E. Clement dated December 2, 1968 and recorded in Volume 2009, Page 21.

(5) Matters shown on Plans Numbered 2510 and 3935.

Together with any rights grantor may have in common with others over the southerly part of said "proposed street" from Route 111.

Meaning and intending to describe and convey the same premises conveyed to the within mortgagor by deed of S & P Farms Trust, dated August 8, 2005 and recorded in the Hillsborough County Registry of Deeds in Volume 7521, Page 385.

EXHIBIT B

(Personal Property)

All fixtures, structures and improvements and all personal property constituting fixtures, as that term is defined in the Uniform Commercial Code, now or hereafter thereon located at the Real Property, as more particularly described in Exhibit A attached hereto, together with: (i) all rights now or hereafter existing, belonging, pertaining or appurtenant thereto; (ii) the following categories of assets as defined in the Uniform Commercial Code: goods (including inventory, equipment and any accessions thereto), instruments (including promissory notes), documents, accounts (including health-care-insurance receivables), chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims, securities and all other investment property, general intangibles (including payment intangibles and software), supporting obligations and any and all proceeds of any thereof, whether now owned or hereafter acquired, that are located on or used in connection with, or that arise in whole or in part out of the Mortgagor's use of or business conducted on or respecting, the Real Property and any substitutions, replacements, accessions and proceeds of any of the foregoing; (iii) all judgments, awards of damages and settlements hereafter made as a result or in lieu of any taking, as hereinafter defined; (iv) all of the rights and benefits of the Mortgagor under any present or future leases and agreements relating to the Real Property, including, without limitation, rents, issues and profits, or the use or occupancy thereof together with any extensions and renewals thereof, specifically excluding all duties or obligations of the Mortgagor of any kind arising thereunder; and (v) all contracts, permits and licenses respecting the use, operation or maintenance of the Real Property and Personal Property.