

AUCTION



4-Bedroom New Englander on 9.2 Acres Whitefield, New Hampshire

Friday, April 7th at 1:00 p.m.

81 Jefferson Road is a 2.5 story New Englander built in 1898 on a 9.2-acre lot. The home is comprised of 4-bedrooms, 2.5-bathrooms and totals 2,378+/- sq.ft. with an enclosed porch and full basement. There is a large barn with workshop and storage above. The property is serviced by public water and sewer. Map 104, Lot 57.

Inspection: One hour prior to the auction, if permitted.

Terms: Ten thousand-dollar (\$10,000.00) deposit in cash or certified check, made payable to Paul McInnis LLC Escrow deemed acceptable to mortgagee or agent of the mortgagee at time and place of sale. Balance due at closing within forty-five (45) days of sale. Subject to all terms of mortgagee's notice of sale.

DISCLAIMER: No warranty or representation, express or implied, is made by our client, their legal counsel, Paul McInnis LLC or any person providing this information to these parties concerning the completeness or accuracy of the information. Each person who accepts these materials assumes full responsibility for investigating, evaluating, and making all other appropriate inquiries regarding this property. By accepting this information, each person releases our client, their legal counsel and Paul McInnis LLC from any responsibility or liability arising from this information concerning the property.





State of New Hampshire
OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION
DIVISION OF LICENSING AND BOARD ADMINISTRATION
7 Eagle Square, Concord, NH 03301-4980
Phone: 603-271-2152

BROKERAGE RELATIONSHIP DISCLOSURE FORM
(This is Not a Contract)

This form shall be presented to the consumer at the time of first business meeting, prior to any discussion of confidential information

Right Now, You Are a Customer	<p>As a customer, the licensee with whom you are working is not obligated to keep confidential the information that you might share with him or her. As a customer, you should not reveal any confidential information that could harm your bargaining position.</p> <p>As a customer, you can expect a real estate licensee to provide the following customer-level services:</p> <ul style="list-style-type: none">• To disclose all material defects known by the licensee pertaining to the on-site physical condition of the real estate;• To treat both the buyer/tenant and seller/landlord honestly;• To provide reasonable care and skill;• To account for all monies received from or on behalf of the buyer/tenant or seller/landlord relating to the transaction;• To comply with all state and federal laws relating to real estate brokerage activity; and• To perform ministerial acts, such as showing property, preparing, and conveying offers, and providing information and administrative assistance.
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To Become a Client	<p>Clients receive more services than customers. You become a client by entering into a written contract for representation as a seller/landlord or as a buyer/tenant.</p> <p>As a client, in addition to the customer-level services, you can expect the following client-level services</p> <ul style="list-style-type: none">• Confidentiality;• Loyalty;• Disclosure;• Lawful Obedience; and• Promotion of the client's best interest.• For seller/landlord clients this means the agent will put the seller/landlord's interests first and work on behalf of the seller/landlord.• For buyer/tenant clients this means the agent will put the buyer/tenant's interest first and work on behalf of the buyer/tenant. <p>Client-level services also include advice, counsel, and assistance in negotiations.</p>
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For important information about your choices in real estate relationships, please see page 2 of this disclosure form.

I acknowledge receipt of this disclosure as required by the New Hampshire Real Estate Commission (Pursuant to Rea 701.01). I understand as a customer I should not disclose confidential information.	
Name of Consumer (Please Print)	
<hr/>	
Signature of Consumer	Date
Signature of Consumer	Date
Provided by: Name & License #	
Date	
(Name and License # of Real Estate Brokerage Firm)	
<div style="border: 1px solid black; width: 50px; height: 20px; display: inline-block;"></div> consumer has declined to sign this form	
(Licensees Initials)	

Types of Brokerage Relationships commonly practiced in New Hampshire

SELLER AGENCY (RSA 331-A:25-b)

A seller agent is a licensee who acts on behalf of a seller or landlord in the sale, exchange, rental, or lease of real estate. The seller is the licensee's client, and the licensee has the duty to represent the seller's best interest in the real estate transaction.

BUYER AGENCY (RSA 331-A:25-c)

A buyer agent is a licensee who acts on behalf of a buyer or tenant in the purchase, exchange, rental, or lease of real estate. The buyer is the licensee's client, and the licensee has the duty to represent the buyer's best interests in the real estate transaction.

SINGLE AGENCY (RSA 331-A:25-b; RSA 331-A:25-c)

Single agency is a practice where a firm represents the buyer only, or the seller only, but never in the same transaction. Disclosed dual agency cannot occur.

SUB-AGENCY (RSA 331-A:2, XIII)

A sub-agent is a licensee who works for one firm but is engaged by the principal broker of another firm to perform agency functions on behalf of the principal broker's client. A sub-agent does not have an agency relationship with the customer.

DISCLOSED DUAL AGENCY (RSA 331-A:25-d)

A disclosed dual agent is a licensee acting for both the seller/landlord and the buyer/tenant in the same transaction with the knowledge and written consent of all parties.

The licensee cannot advocate on behalf of one client over another. Because the full range of duties cannot be delivered to both parties, written informed consent must be given by all clients in the transaction.

A dual agent may not reveal confidential information without written consent, such as:

1. Willingness of the seller to accept less than the asking price.
2. Willingness of the buyer to pay more than what has been offered.
3. Confidential negotiating strategy not disclosed in the sales contract as terms of the sale.
4. Motivation of the seller for selling nor the motivation of the buyer for buying.

DESIGNATED AGENCY (RSA 331-A:25-e)

A designated agent is a licensee who represents one party of a real estate transaction and who owes that party client-level services, whether or not the other party to the same transaction is represented by another individual licensee associated with the same brokerage firm.

FACILITATOR (RSA 331-A:25-f)

A facilitator is an individual licensee who assists one or more parties during all or a portion of a real estate transaction without being an agent or advocate for the interests of any party to such transaction. A facilitator can perform ministerial acts, such as showing property, preparing and conveying offers, and providing information and administrative assistance, and other customer-level services listed on page 1 of this form. This relationship may change to an agency relationship by entering into a written contract for representation, prior to the preparation of an offer.

ANOTHER RELATIONSHIP (RSA 331-A:25-a)

If another relationship between the licensee who performs the service and the seller, landlord, buyer or tenant is intended, it must be described in writing and signed by all parties to the relationship prior to services being rendered.

NOTICE OF MORTGAGEE'S SALE

Pursuant to a power of sale contained in a certain mortgage conveyed by **Ronald R. Giordano** and **Barbara A. Giordano** (collectively referred to as the "Mortgagor") to Service Federal Credit Union (the "Mortgagee"), dated July 24, 2020 recorded at the Coos County Registry of Deeds at Book 1540, Page 953, (the "Mortgage Deed") notice is hereby given that on Friday, April 7, 2023 at 1:00pm the Mortgagee will auction at public auction a certain tract of land with improvements thereon, located at 81 Jefferson Road, Town of Whitefield, County of Coos, and State of New Hampshire (the "Mortgaged Premises"). The sale will be held on the Mortgaged Premises. Reference is made to the Mortgage Deed for a metes and bounds description of the Mortgaged Premises and for a statement of easements, covenants, restrictions, rights and other matters, if any, affecting the Mortgaged Premises, the same as if set forth in full herein.

The Mortgaged Premises are to be sold by virtue of the power of sale contained in said Mortgage Deed, for condition broken and for the purpose of foreclosing the rights of Mortgagor and all persons claiming by, through, or under it.

The Mortgaged Premises will be sold subject to all unpaid taxes and other municipal assessments and liens therefore, and all other liens, easements, rights and encumbrances of any and every nature which are or may be entitled to precedence over said Mortgage Deed. Said Mortgaged Premises will be sold "as is". The Mortgagee and its agents make no representations or warranties with respect to the accuracy of any statement and to the boundaries, acreage, frontage or other matters contained in the aforesaid description of the Mortgaged Premises or in said Mortgage Deed. The Mortgage Deed being foreclosed upon is a first mortgage.

In order to qualify to bid at the foreclosure sale, any interested person, other than the Mortgagee, must present to the Mortgagee or its agent, at the time of sale, Ten Thousand Dollars (\$10,000.00) Initial Deposit in cash, or by a Certified Check, Cashier's Check, Treasurer's Check, Bank Draft, or other instrument deemed satisfactory by the Mortgagee, at its sole discretion ("Satisfactory Funds"). Deposits of unsuccessful bidders shall be returned at the conclusion of the public auction.

The successful bidder shall be required to sign a Memorandum of Sale at the conclusion of the public auction and must pay the balance of the bid price in full and Satisfactory Funds upon tender of Mortgagee's Foreclosure Deed, within forty-five (45) days after the sale, time being of the essence, said closing to take place at the offices of the Mortgagee's attorney. In the event that the successful bidder later refuses or is unable to close on the sale, time being of the essence, said bidder shall forfeit all interests in the Mortgaged Premises, as well as the deposit, and the Mortgagee, without waiving its rights to retain any deposit, may elect either to accept the backup bids from others who attended the auction and convey the property by Foreclosure Deed to the highest such bidder or re-foreclose on the Mortgaged Premises.

RESERVATION OF RIGHTS: 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 Mortgaged Premises, (iii) reject without cause, any and all of the bids for the Mortgaged Premises; and (iv) amend or change the Terms of Sale set forth herein and by

announcement, written or oral, made before or during the foreclosure sale, with all such change(s) or amendment(s) to be binding upon all bidders.

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

The agent of process for the Mortgagee for service of process is Eaton W. Tarbell, III, Esq., Tarbell & Brodich, PA, 45 Centre Street, Concord, New Hampshire 03301.

The New Hampshire banking department is located at 53 Regional Drive, Suite 200, Concord, NH 03301. Their email address is nkbd@banking.nh.gov and their phone number is (603) 271-0750.

FOR INFORMATION ON GETTING HELP ON HOUSING AND FORECLOSURE ISSUES, PLEASE CALL THE FORECLOSURE INFORMATION HOTLINE AT (800) 437-5991. THE HOTLINE IS A SERVICE OF NEW HAMPSHIRE BANKING DEPARTMENT. THERE IS NO CHARGE FOR THIS CALL.

For further information with respect to the Mortgaged Premises to be sold, contact Paul McInnis, LLC of 1 Juniper Road, North Hampton, New Hampshire 03862, Telephone Number (800) 242-8354.

SERVICE FEDERAL CREDIT UNION
By its Attorney,

By: 

Eaton W. Tarbell, III, Esq.
TARBELL & BRODICH, PA
45 Centre Street
Concord, NH 03301
(603) 226-3900 x14



Property Card: 81 JEFFERSON ROAD
Town of Whitefield, NH



Parcel ID: 104-057

Owner: GIORDANO RONALD
Mailing Address: GIORDANO BARBARA
WHITEFIELD, NH 03598

Property Class: 101 - Residential

Neighborhood: Village - 2
Primary Use: One Family
Alt Parcel:

SITE DESCRIPTION

Topography: Rolling	Land Type: HOMESITE IMPROVED FRONTAGE REAR ACRES
Electric: Electric	Road Surface: Paved
Water: Water	Total Acres: 9.2
Zoning:	
Sewer: Sewer	

VALUATION RECORD

Assessment Year		Current	11/26/2019	11/26/2014	2/10/2010	11/17/2009
Reason for Change		Assessment	2019 UPDATE			
Valuation Market	T	196740	196740			
Valuation Assessed	L	37200	37200			
	B	144700	144700			
	O	14840	14840			
	T	196740	196740			

SUMMARY OF IMPROVEMENTS

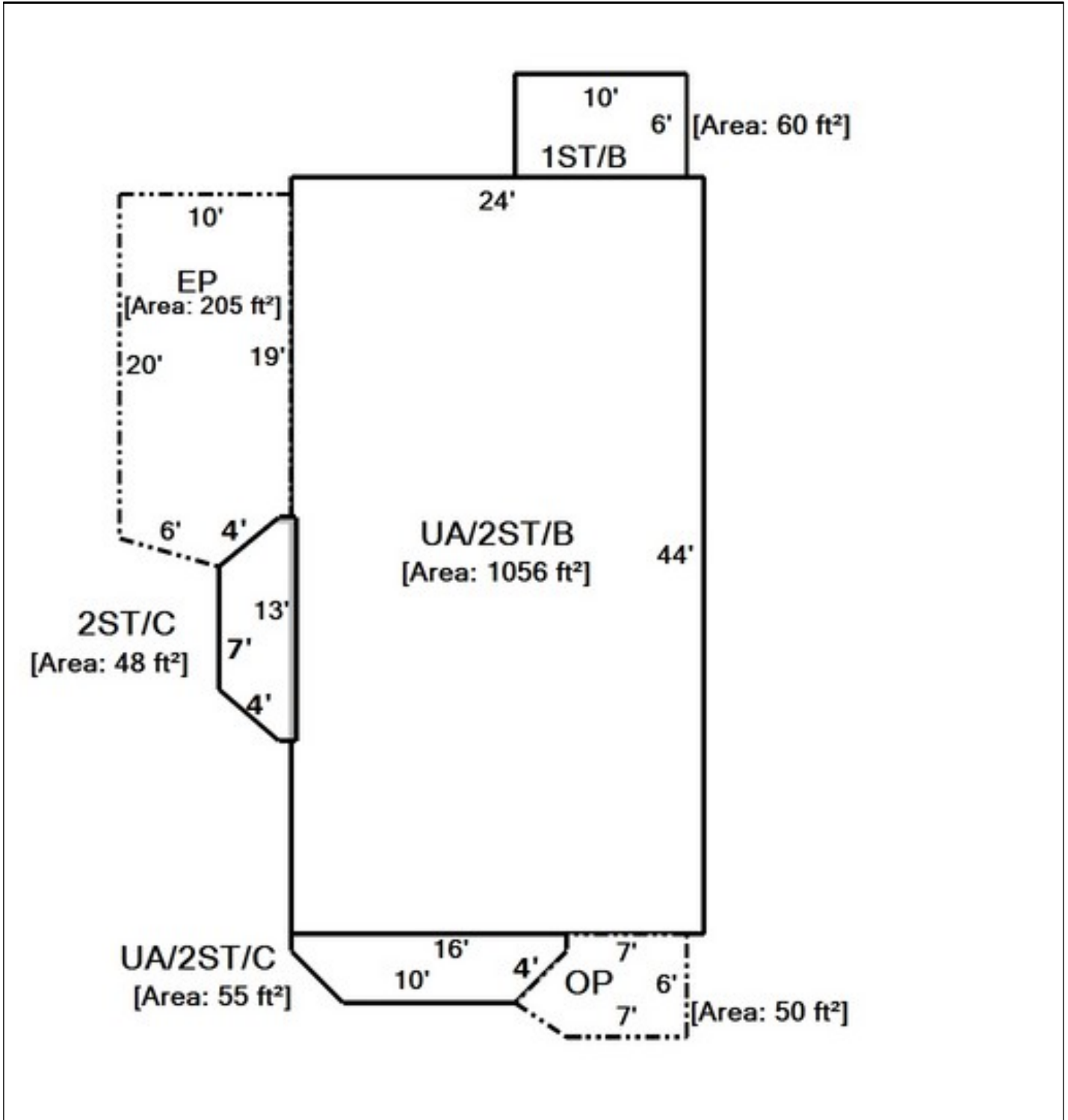
ID	Use	Desc	Framing	Cond	Yr Built	Living Area	Found-ation	Exterior	Roof Desc	Roof Mat	Num Rms	Num BedRms
Main Building	One Family	Victorian	Wood frame	Good	1898	2378	Stone	Wd Clpbrds	Gable	Asphalt shingles	8	4
Other Structure	One Family	Paving		Average		0						
Other Structure	One Family	Barn - GP with Loft		Average	1900	1872						



www.cai-tech.com

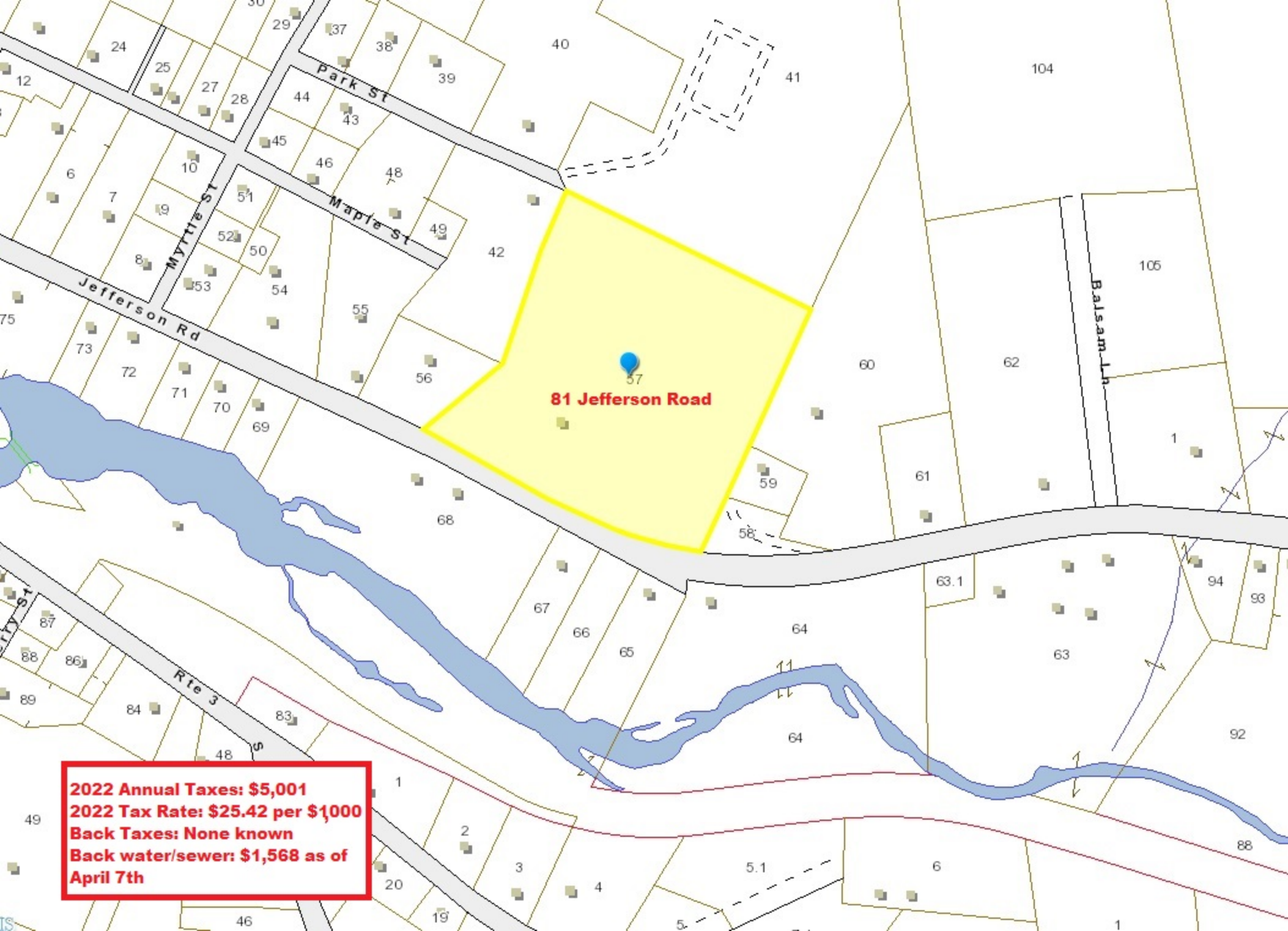
Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this report.

BUILDING SKETCH



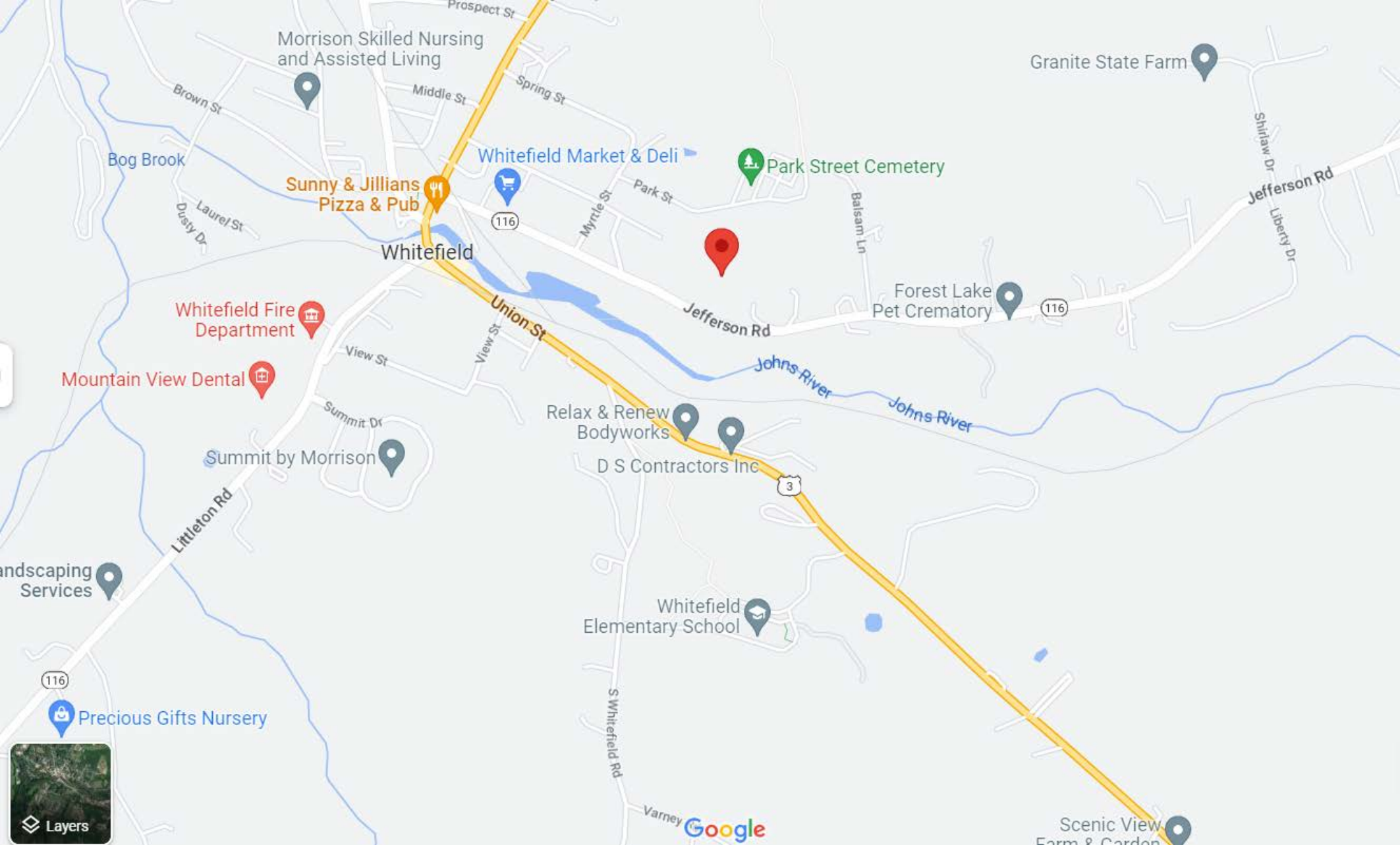
www.cai-tech.com

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81 Jefferson Road

2022 Annual Taxes: \$5,001
2022 Tax Rate: \$25.42 per \$1,000
Back Taxes: None known
Back water/sewer: \$1,568 as of April 7th



Morrison Skilled Nursing and Assisted Living

Granite State Farm

Bog Brook

Sunny & Jillians Pizza & Pub

Whitefield Market & Deli

Park Street Cemetery

Whitefield

Union St

Jefferson Rd

Forest Lake Pet Crematory

Johns River

Johns River

Mountain View Dental

Relax & Renew Bodyworks

D S Contractors Inc

Littleton Rd

Whitefield Elementary School

Landscaping Services

116

Precious Gifts Nursery

S Whitefield Rd

Varney Google

Scenic View Farm & Garden



SALES AGREEMENT AND DEPOSIT RECEIPT

THIS AGREEMENT made this _____ day of _____, 2023 by and between Service Federal Credit Union hereinafter referred to as SELLER and _____, with an address of _____ hereafter referred to as BUYER.

SELLER hereby agrees to sell and convey to BUYER and BUYER hereby agrees to purchase from SELLER, subject to the terms and conditions set forth herein, a certain parcel of land with the buildings thereon located at 81 Jefferson Road, Town of Whitefield, County of Coos, and State of New Hampshire said property being further described in mortgage to SELLER from **Ronald R. Giordano** and **Barbara A. Giordano** dated July 24, 2020 recorded at the Coos County Registry of Deeds at Book 1540, Page 953.

The agreed purchase price for the property is \$ _____ of which the receipt of a deposit in the amount of \$10,000.00 is hereby acknowledged by SELLER. The balance of the purchase price shall be paid by cash or certified or cashier's check to the SELLER within forty-five (45) days of the date hereof, time being of the essence. Failure to close the sale within said forty-five (45) days shall cause all deposit monies paid to the SELLER to be forfeited by the BUYER, such amount constitutes liquidated damages and not being a penalty. If the SELLER fails to close, regardless of reason, then BUYER shall be entitled to the return of the deposit as the BUYER'S sole and exclusive remedy.

SELLER shall hold all deposits made hereunder and shall not be required to segregate these funds from other of its funds. SELLER also shall not be required to pay interest on these funds to BUYER.

Title shall be conveyed by a Foreclosure Deed with BUYER taking title subject to all liens superior to that which is being foreclosed by SELLER, if any, including but not limited to unpaid property taxes, if any. Taxes and any other ownership cost will not be prorated at closing. BUYER shall be liable for all transfer taxes. SELLER specifically makes NO WARRANTIES as to the legality of the use of the property or the state of this title in regard to mortgages, liens, or other encumbrances. The property is sold AS IS.

This Agreement may not be assigned by BUYER without the prior written consent of SELLER and any purported assignment in violation of this provision shall be null and void and may be treated by SELLER as a breach of this Agreement, allowing SELLER to terminate this Agreement and retain all deposits made hereunder, at the sole option of the SELLER.

BUYER, having an insurable interest in the premises from the time of execution of this Agreement, agrees that the risk of loss or damage to the premises, through fire or otherwise, shall be upon BUYER from the time of execution of this Agreement. BUYER agrees to procure extended insurance coverage of the premises and will furnish SELLER evidence of such insurance coverage upon SELLERS request.

Lead Paint Warning Statement. Every purchaser of any interest in real property on which a structure was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent. Incorporated by reference is the Lead Paint Brochure and the Acknowledgement of the same.

Radon Gas and Lead Paint Warning Statement. BUYER hereby acknowledges that prior to the

execution of this Agreement, the SELLER provided the BUYER with the following notifications required by RSA § 477:4-a:

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.

Asbestos Disclosure Statement. Pursuant to RSA § 141-E:23, I, prior to the execution of any contract for the purchase and sale of any interest in real property which includes an asbestos disposal site, the seller shall disclose the following information to the buyer: (a) the nature and extent of the asbestos waste disposed of on the property, to the extent known at the time of transfer; (b) the existence of any outstanding obligations pertaining to compliance with the requirements of this chapter; (c) the existence of any activity and property use restrictions; and (d) the existence and location of all known records pertaining to asbestos disposal conditions at the site. BUYER hereby acknowledges and represents that SELLER has fully complied with the disclosure requirements of RSA § 141-E:23.

BUYER and SELLER both represent to each other that all warranties, representations and agreements made between the parties are contained within this Agreement.

This Agreement shall be interpreted under the laws of the State of New Hampshire and shall inure to the benefit of, and be binding upon, the heirs, successors and assigns of the parties.

IN WITNESS WHEREOF the parties have hereunto set their as of the day and date above first written.

Date: _____

SELLER:

Eaton W. Tarbell, III, Esq., Counsel to
Service Federal Credit Union
Tarbell & Brodich, PA
45 Centre Street
Concord, NH 03301 – (603)226-3900 x14
etarbell3@tarbellbrodich.com

Date: _____

BUYER:

Phone # _____

E-mail: _____