

AUCTION



Loudon Village Country Store Loudon, New Hampshire

Live on-site Auction

Wednesday, November 15th at 10:00 a.m.

40 South Village Road is currently operating as the Loudon Village Country Store with two residential apartments on the second floor. The store totals 2,300± sq.ft. with an enclosed porch for extra seating. There is parking on-site, the lot totals .90± acres and is serviced by natural gas. Tax Map 20, Lot 24.

Inspection: One hour prior to auction, if permitted.

Terms: \$10,000 deposit by certified check or E-check through Earnnest, payable to Paul McInnis LLC Escrow as qualification to bid. High bidder to increase deposit to Ten Percent (10%) of the bid amount within 48 hours 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.



NOTICE OF FORECLOSURE SALE

Pursuant to a power of sale contained in a certain mortgage deed given by PLOURDE SAND & GRAVEL CO., INC. to GreenLake Real Estate Fund, LLC, its successors or assigns, as lender, dated May 27, 2014, recorded in the Merrimack County Registry of Deeds at Book 3441, Page 0643 and as amended by PLOURDE SAND & GRAVEL CO., INC., now joined by RED HAT REALTY, LLC, collectively as mortgagors in that First Amendment to Mortgage to GreenLake Real Estate Fund, LLC dated February 5, 2016, recorded in the Merrimack County Registry of Deeds at Book 3506, Page 2975 and Book 3507, Page 0890, in execution of said power, for mortgage conditions broken, will sell the following mortgaged premises (40 South Village Road) in Loudon, Merrimack County, New Hampshire, at

PUBLIC AUCTION

on November 15, 2023 at 10:00 A.M. local time, all of said holder's right, title and interest in and to the real estate described in said mortgage deed.

This foreclosure sale will be made for the purpose of foreclosure of all rights of redemption of the said mortgagor(s) therein possessed by them and any and all persons, firms, corporations or agencies claiming by, from, or under them.

Said premises will be sold "as is" in all respects, including, but not limited to, the physical condition of the premises and the rights, if any, of any occupants of the premises.

To the mortgagor(s) and any and all persons, firms, corporations or others claiming by, from or under them: **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 SUCH BOND AS THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORECLOSURE SALE.**

For information on getting help with housing and foreclosure issues, please call the foreclosure information hotline at 1-800-437-5991. The hotline is a service of the New Hampshire Banking Department. There is no charge for this call. The New Hampshire Banking Department can be contacted at 53 Regional Dr., #200, Concord, NH 03301 at Tel. No. 603.271.3561 and email at nhbd@banking.nh.org.

For Service of Process, Mortgagee's agent is Craig, Deachman & Associates, PLLC and address is 1662 Elm Street, Manchester New Hampshire 03101.

Terms of sale are as follows:

1. 40 South Village Road, Loudon, Merrimack County, New Hampshire, a TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00) cashiers, certified check or E Check satisfactory to the said holder, to be paid at the time of the sale, with further payment required to meet TEN Percent (10.00%) of bid amount within Forty-eight (48) hours of Sale Date. Thereafter the balance to be paid on delivery of foreclosure deed within FORTY-FIVE (45) days.
2. Should high bidder fail to sign memorandum of sale or tender the additional deposit within 48 hours said deposit will become non-refundable and the

Holder reserves the right to sell the property to the next highest or any other bidder.

Auction to be conducted by Paul McInnis, LLC, Live On-site bidding at 40 South Village Road, Loudon, New Hampshire as well as Virtual On-line bidding will be available, please see website <http://paulmcinnis.com/> for further information. Same Terms of Sale apply. Funds to be made payable to Paul McInnis, LLC Escrow Account or by E Check via Earnest for online bidding (contact auctioneer for details) or other funds acceptable to the Holder. Properties will be offered in a manner as announced directed by the auctioneer.

Contact justin@paulmcinnis.com for Property Information Package for further property and bidding details.

The said holder reserves the right to waive any of the above terms at its discretion. The said holder reserves the right to cancel or postpone the sale to such subsequent dates as the holder may deem necessary or desirable.

GREENLAKE REAL ESTATE FUND, LLC
By Its Attorneys,
CRAIG, DEACHMAN & ASSOCIATES, PLLC
1662 Elm Street, Manchester, NH 03101
(603) 665-9111
September 26, 2023

Executive Summary

40 South Village Road, Loudon, NH

Description

A 4,420 sq. ft. two-story building constructed in 1787 and fully remodeled from 2010 – 2013 on a .90 acre lot. The ground floor level is occupied by Loudon Village Country Store. The store measures 2,300 sq. ft. with counter space, a cooking area, cold and frozen display areas, a bathroom, a small office and a seasonal ice cream stand.

The upstairs has two residential units. A 1 bedroom, 1 bath (750 sq. ft.) unit and a 3 bedroom, 1 bath (1,370 sq. ft.) unit.

The property is serviced by natural gas with individual gas meters for each unit. There is on-site parking for approximately 24 cars.

Zoning: Village District

Deed Reference: Book 3481, Page 1334

Road Frontage: 140'

Water: Private

Sewer: Private



2022 Property Assessment

Tax Map: 20 **Lot:** 24

Tax Rate: \$20.19

Assessed Value

Real Estate Taxes

Outstanding Real Estate Taxes as of 11/15/23

Total: \$326,600

\$6,594.00

\$28,414.35



Property Card: 40 SOUTH VILLAGE ROAD
Town of Loudon, NH



Parcel ID: 20-24
PID: 000020000024000000

Owner: RED HAT REALTY LLC
Co-Owner:
Mailing Address: PO BOX 220
SUNCOOK, NH 03275

General Information

Assessed Value

Map: 000020
Lot: 000024
Sub: 000000

Land: \$78,000
Buildings: \$238,100
Extra Features: \$10,500
Total: \$326,600

Land Use: COM/IND
Zone: VILLAGE DISTRICT
Land Area in Acres: 0.9
Current Use: N
Neighborhood: N-E
Frontage: 00
Waterfront: N
View Factor:

Sale History

Book/Page: 3481-1334
Sale Date: 6/17/2015
Sale Price: 0

Building Details

Model Description: COLONIAL
Total Gross Area: 2398
Year Built: 1787
Building Grade: AVG+30
Stories: 2.00 STORY

Condition: GOOD
Depreciation: 0
No. Bedrooms: 0
No. Baths: 1
Adj Bas: 0



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.



Robert M. & Nancy Young

Michael & Treesha Maniotis

28
2.0 Ac

William C. Stuart & Rebecca Rosenkrans

27

J. & L. Bagshaw Jr

25
2.0 Ac

Matthew J. Ferreira

24

Red Hat Realty, LLC

23

0.17 Ac
Fairmarket Properties

22

S.E. Prescott

26

13.9 Ac

Plourde Sand & Gravel Co., Inc.

[13.9 Acres are in Current Use]

Jonathan M. Phillips

Megan Swanson & Robert Ralph

21

20

18

31

Mark J. & Rebecca L. Avery

32

0.34 Ac
P.&T. Leblanc

35

T.D. & J.R. Stevens Jr.

36

0.207 Ac

37

Erika Seitz

38

Brian Moulton

39

American Legion Loudon

40

Nancy C. Marchillo

41

Nothing Without 2019 Irrevocable Trust

42

3.1 Ac
Marcia A. Flynn Irrev. Trust

67

1 Ac
Town of Loudon

RECREATION LANE

SOUTH

TOWN OF LOUDON

Soucook






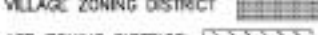


Irrev. Trust

73

43
1 Ac

3
20.
Town of

LEGEND

- STONEMALLS 
- WETLAND 
- SAME OWNER ON EACH SIDE OF THE LINE 
- CURRENT USE 
- C/A ZONING DISTRICT 
- VILLAGE ZONING DISTRICT 
- AFP ZONING DISTRICT 
- CONSERVATION EASEMENT 



REVISED AND REPRINTED BY CAI TECHNOLOGIES

For Assessment Purposes Not to be used for Conveyances

PROPERTY MAP TOWN OF LOUDON

MERRIMACK COUNTY, NEW HAMPSHIRE PREPARED BY: JAMES W. SEWALL COMPANY OLD TOWN MAINE SCALE: 1 INCH = 200 FEET

20150009896 Recorded in Merrimack County, NH In the Records of Kathi L. Guay, CPO, Register
BK: 3481 PG: 1334, 6/17/2015 8:42 AM RECORDING \$14.00 SURCHARGE \$2.00

MERRIMACK COUNTY RECORDS *Kathi L. Guay* CPO, Register

Prepared by:
Barton L. Mayer, Esquire
Upton & Hatfield, LLP
10 Centre St., P. O. Box 1090
Concord, NH 03302-1090

B
144
231

DEED

The **TOWN OF LOUDON**, a municipal corporation, acting by and through its Board of Selectmen, having a mailing address of 29 S. Village Rd., P. O. 7837, Loudon, NH 03307, for consideration paid, grants to **RED HAT REALTY, LLC**, having a mailing address of P. O. Box 220, Suncook, NH 03275, **WITHOUT COVENANTS**, all of its rights, title and interest in:

A certain property described in the invoice books as Tax Map 20, Lot 24, located at 40 South Village Road, consisting of 0.90 acres of land, including any buildings thereon, as recorded at the Registry of Deeds in Book 3069, Page 1775.
Loudon, NH


MEANING AND INTENDING to describe and convey all of the Town of Loudon's rights, title and interest in the premises described in the deed of the Town of Loudon Tax Collector, dated April 9, 2015, and recorded in the Merrimack County Registry of Deeds at Book 3475, Page 1012.

S/B →
3475-1011


20150009896 Recorded in Merrimack County, NH In the Records of Kathi L. Guay, CPO, Register
BK: 3481 PG: 1335, 6/17/2015 8:42 AM RECORDING \$14.00 SURCHARGE \$2.00

WHEREFORE, the Town of Loudon has executed this Deed this 16 day of June, 2015 by signature of its Board of Selectmen, duly authorized.

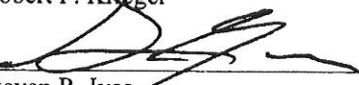
TOWN OF LOUDON
BOARD OF SELECTMEN



Dustin J. Bowles



Robert P. Krieger

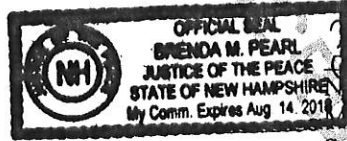


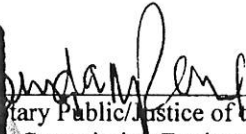
Steven R. Ives

**STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK**

Then personally appeared Dustin J. Bowles, Robert P. Krieger, and Steven R. Ives, Selectmen of the Town of Loudon, duly authorized to execute the foregoing instrument on behalf of the Town as aforesaid.

Before me,





Notary Public/Justice of the Peace
Commission Expires:
Seal:

**THIS TRANSFER IS EXEMPT FROM THE REAL ESTATE TRANSFER TAX
PURSUANT TO RSA 78-B:2, XVIII.**

MEMORANDUM OF SALE
40 South Village Road, Loudon, New Hampshire

Date: November 15, 2023

I, _____ (hereinafter referred to as the "Buyer"), hereby acknowledge that I have this day agreed to purchase at a Mortgagee's Public Auction Foreclosure Sale from GreenLake Real Estate Fund, LLC (hereinafter referred to as the "Seller"), The real estate situated at and numbered: 40 South Village Road, Loudon, State of New Hampshire, for the sum of:

_____ (\$ _____) Dollars

Buyer hereby agrees to comply with all of the terms of the sale as stated in this Memorandum of Sale as well as the additional terms, which are attached hereto. Buyer has this day paid to Seller Ten Thousand Dollars (\$10,000.00) as a non-refundable deposit on the sale, with further payment required to meet Ten Percent (10%) of the final bid amount within forty-eight (48) hours to be paid to the Law Offices of Craig, Deachman & Associates, PLLC, 1662 Elm Street, Manchester, New Hampshire 03101 (Telephone No.: 603-665-9111, email address mvanzanten@cda-law.com). Said deposit shall be forfeited to the use of Seller in the event that Buyer fails to comply with any terms of the sale. Notwithstanding any and all forfeitures, said forfeitures shall not relieve the Buyer of any liability under this contract.

The balance of the purchase price shall be paid in cash, certified or treasurer's check and shall be deposited with the office of Craig Deachman & Associates, PLLC, 1662 Elm Street, Manchester, New Hampshire 03101 within forty-five (45) Days. The said real estate will be conveyed by a Mortgagee's Foreclosure Deed upon receipt of the balance of the purchase price. All of this to be accomplished during normal banking hours and time is of the essence.

No personal property of any nature is included in this contract or sale except such as are particularly mentioned in writing herein.

In addition to the purchase price, the Buyer shall also pay all unpaid real estate taxes, water and sewer bills, municipal liens, tax titles, betterments and assessments, and document tax stamps to the State of New Hampshire (\$15.00 per thousand) with recording charges as required by the Registry of Deeds.

Seller acknowledges that Seller has this day received from the Buyer the sum of Ten Thousand Dollars (\$10,000.00) as a non-refundable deposit towards this purchase. The real estate is situated at and numbered: 40 South Village Road in the Town of Loudon, State of New Hampshire, and specifically identified in a Mortgage recorded with the Merrimack County Registry of Deeds at Book 3441, Page 0643, this day sold by said Auctioneer at public auction for the sale price as noted above, subject to any and all terms and conditions of the sale.

Buyer: _____
(signature)

(print name)

(Address)

(telephone number)

Seller: GreenLake Real Estate Fund, LLC
By its Attorneys:
Craig Deachman and Associates PLLC

Authorized Agent

ADDITIONAL TERMS AND CONDITIONS

The successful bidder shall be required to execute a Memorandum of Sale upon acceptance of the bid.

Subject property will be sold to the highest bidder who must make a deposit of Ten Thousand Dollars (\$10,000.00) in certified or treasurer's check or E-check through Earnest payable to Paul McInnis LLC Escrow at time and place of sale with further payment required to meet Ten Percent (10%) of bid amount within forty-eight (48) hours. Balance of the purchase price is to be paid in cash, by certified check, bank cashier's check or by wire transfer with instructions to be provided upon request, in or within forty-five (45) days thereafter, to be delivered to the office of Craig Deachman and Associates, PLLC, 1662 Elm Street, Manchester, New Hampshire 03101. All of this to be accomplished during normal banking hours and time is of the essence.

If after the premises are sold the successful bidder shall refuse to execute a Memorandum of Sale, or if after signing, the bidder does not perform their part of the agreement, all funds being held shall be forfeited. In case of forfeiture, said funds shall become the property of the Seller and such forfeiture shall not release the successful bidder from this agreement. The Seller/Mortgagee reserves the right to convey the premises to the second highest bidder at the last highest bid without further notice by publication or otherwise under the same terms and conditions as were offered at today's foreclosure auction. Said second highest bidder will have three (3) days after notification by the foreclosing Mortgagee to make the required deposit and sign the foreclosure Memorandum of Sale. Should said second highest bidder refuse to execute a Memorandum of Sale or fail to so perform thereunder, then the Mortgagee shall have the option to purchase the premises for the amount of the second highest bid.

The premises are also being sold subject to any and all outstanding taxes, tax titles, municipal liens, water and sewer use charges, betterments, or assessments, superior encumbrances, occupants or leases, etc., if any there be.

The Buyer will be responsible for all taxes, water, sewer and refuse charges, interest, demands, late charges, etc., through the date of passing.

Initials: _____
 (*buyer*) (*buyer*)

Additionally, the Buyer will be responsible for 100% of buyer and seller's documentary recording stamps, plus any and all recording charges and surcharges as required by the Registry of Deeds.

The Buyer at this foreclosure sale is advised and made aware of the following:

- The premises shall be conveyed subject to any tenants and/or occupants and subject to any leases, if any, affecting the premises. No representation is made by the mortgage holder regarding security deposits, whether the present tenants/occupants are subject to rent control, or what the monthly rental income is from such tenancies;
- If as of this date there are any tenants/occupants on said premises and the Buyer at this foreclosure sale wishes to evict any such tenant/occupant, Buyer must do so at Buyer's own expense;
- 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.

- Subject to any Right of Redemption by the United States of America or its agencies or subsidiaries, if any there be;
- Risk of Loss: The Buyer acknowledges that from and after this date, the Buyer shall have the sole risk of loss and the Mortgagee shall have no responsibility for maintaining insurance on the premises. In the event that the premises is damaged by fire or other casualty after the date hereof, the Buyer shall remain obligated to consummate the sale without any reduction in the purchase price;
- In the event the Seller cannot convey title to the property as stipulated, the deposit and, if applicable, the balance of the purchase price shall be refunded and all rights hereunder shall cease and the Buyer shall have no recourse against the Seller or Seller's employees, agents and representatives whether at law or in equity and the obligations of all parties under this Memorandum of Sale shall be null and void;

Initials: _____
(buyer) (buyer)

The Buyer is further advised that all information as shown in the newspaper advertisements and the brochure that has been used for mailing and/or distribution at this auction sale has been compiled purely for the convenience and assistance of the Buyer and while the information shown is assumed to be reasonably correct, it is not guaranteed and/or warranted by the Mortgagee, Auctioneer, Attorney for the Mortgagee, nor any representative of the Mortgagee;

- The Buyer is aware and acknowledges that the property is being sold "as is" and further acknowledges that no representations or warranties of any kind whatsoever have been made by or on behalf of the Mortgagee as to the condition, construction or fitness for habitation or whether it conforms to applicable state or local building and sanitary codes. Further, no representations or warranties have been made by or on behalf of the Mortgagee concerning zoning, state of title, utilities, condition of the premises or otherwise.

I, the Buyer at this Public Auction Sale, do hereby acknowledge that I have read the foregoing and agree to the terms and conditions as set forth and I further acknowledge receipt of a copy of these terms and conditions and a copy of the Auctioneer's Memorandum of Sale.

Buyer: _____

Seller: GreenLake Real Estate Fund, LLC
By its Attorneys:
Craig Deachman and Associates PLLC

Authorized Agent