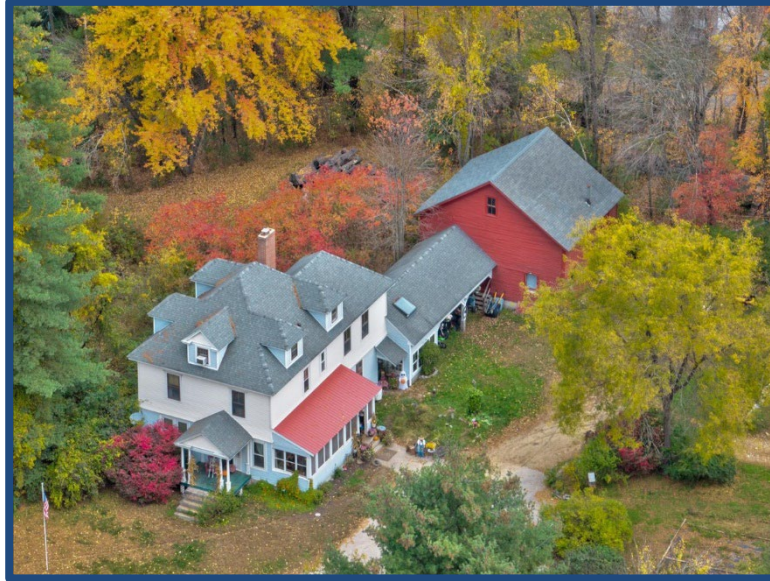


# AUCTION



## 4-Bedroom Victorian on 25.5+/- Acres Allentown, New Hampshire

**Live on-site Auction**

**Wednesday, November 15<sup>th</sup> at 12:00 p.m.**

**195 Granite Street** is a 4-bedroom Victorian style home with 1.5 bathrooms and totals 2,336 sq.ft. The property totals 25.5 acres with multiple outbuildings. The property is zoned OPN -Open Space and Farming. Tax Map 105, Lot 45.

**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 at time of sale. 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.

Est. 1976

**PAUL McINNIS LLC**

AUCTIONS • REAL ESTATE • RESULTS

## **NOTICE OF FORECLOSURE SALE**

Pursuant to a power of sale contained in a certain mortgage deed given by DAN PLOURDE to GreenLake Real Estate Fund, LLC, its successors or assigns, as lender, dated May 25, 2022, recorded in the Merrimack County Registry of Deeds at Book 3793, Page 0831 as further security to 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 (195 Granite Street) in Allenstown, Merrimack County, New Hampshire, at

### **PUBLIC AUCTION**

**on November 15, 2023 at 12:00 P.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](mailto: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. 195 Granite Street, Allenstown, 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.

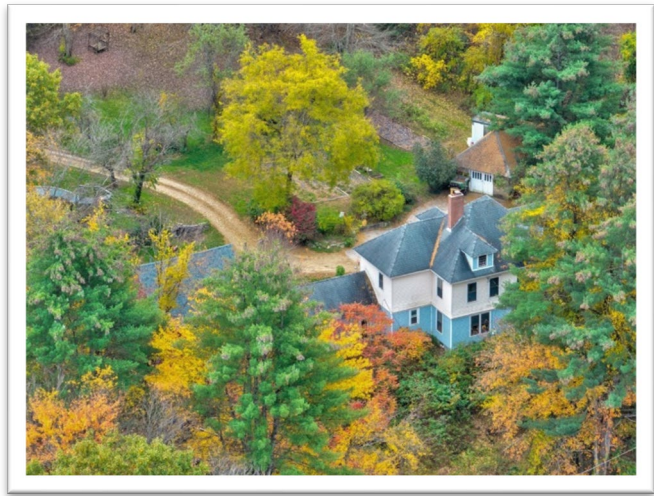
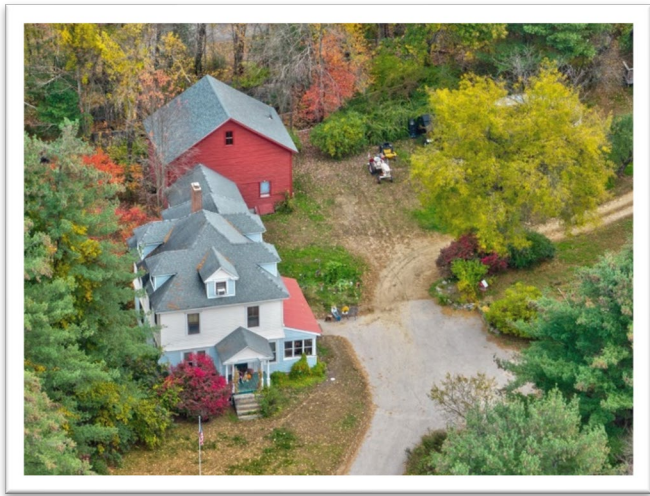
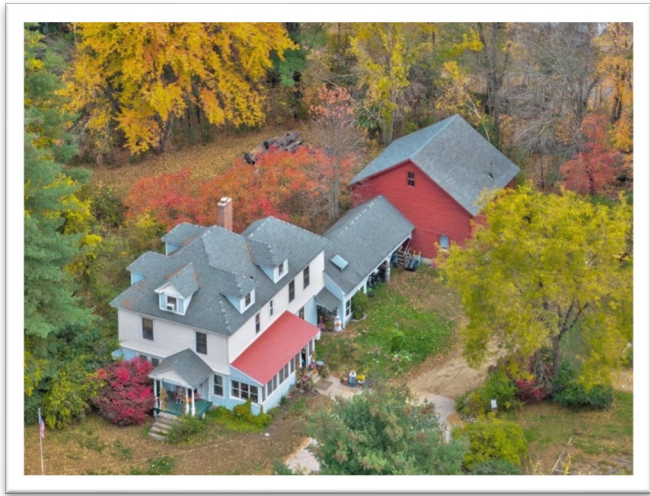
2. Should high bidder fail to sign memorandum of sale or tender the additional deposit within 48 hours said deposit will become non-refundable and the Holder reserves the right to sell the property to the next highest or any other bidder.

Auction to be conducted by Paul McInnis, LLC, Live On-site bidding at 195 Granite Street, Allenstown, 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](mailto: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





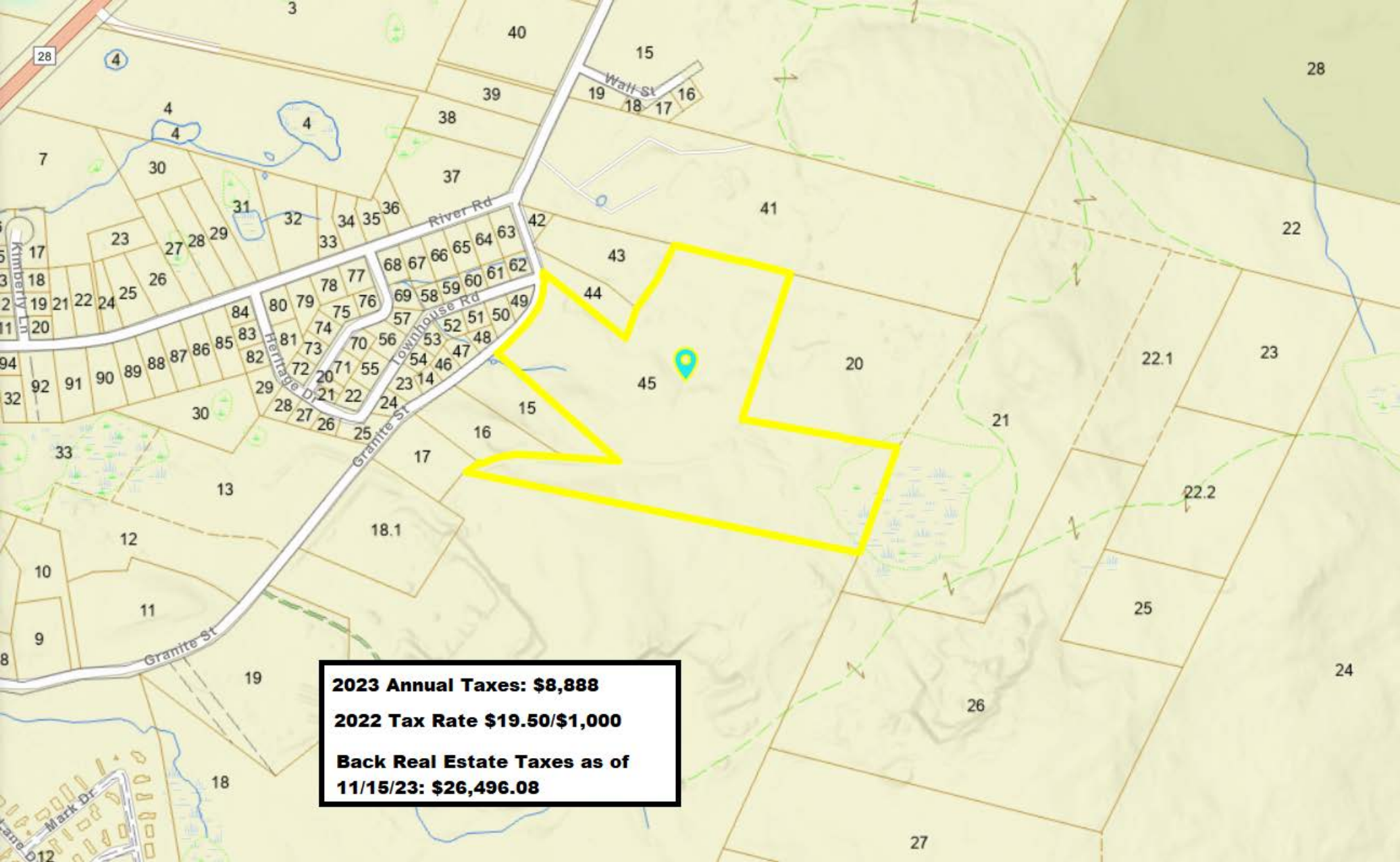
**Property Card: 195 GRANITE STREET**  
Town of Allenstown, NH

<b>NO PHOTO AVAILABLE</b>	<b>Parcel ID:</b> 105-045 <b>PID:</b> 000105000045000000  <b>Owner:</b> PLOURDE, DAN <b>Co-Owner:</b> <b>Mailing Address:</b> 195 GRANITE STREET  ALLENSTOWN, NH 03275
	<b>General Information</b>
<b>Map:</b> 000105 <b>Lot:</b> 000045 <b>Sub:</b> 000000  <b>Land Use:</b> 1F RES <b>Zone:</b> OSF - OPN SPACE/FRM <b>Land Area in Acres:</b> 25.5 <b>Current Use:</b> Y <b>Neighborhood:</b> N-F <b>Frontage:</b> 2000 <b>Waterfront:</b> N <b>View Factor:</b>	<b>Land:</b> \$136,895 <b>Buildings:</b> \$281,700 <b>Extra Features:</b> \$37,200 <b>Total:</b> \$455,795
	<b>Sale History</b>
	<b>Book/Page:</b> 3410-181 <b>Sale Date:</b> 9/12/2013 <b>Sale Price:</b> 1097
<b>Building Details</b>	
<b>Model Description:</b> VICTORIAN <b>Total Gross Area:</b> 2336 <b>Year Built:</b> 1890 <b>Building Grade:</b> AVG+20 <b>Stories:</b> 2.50 STORY	<b>Condition:</b> GOOD <b>Depreciation:</b> 0 <b>No. Bedrooms:</b> 4 <b>No. Baths:</b> 1.5 <b>Adj Bas:</b> 0

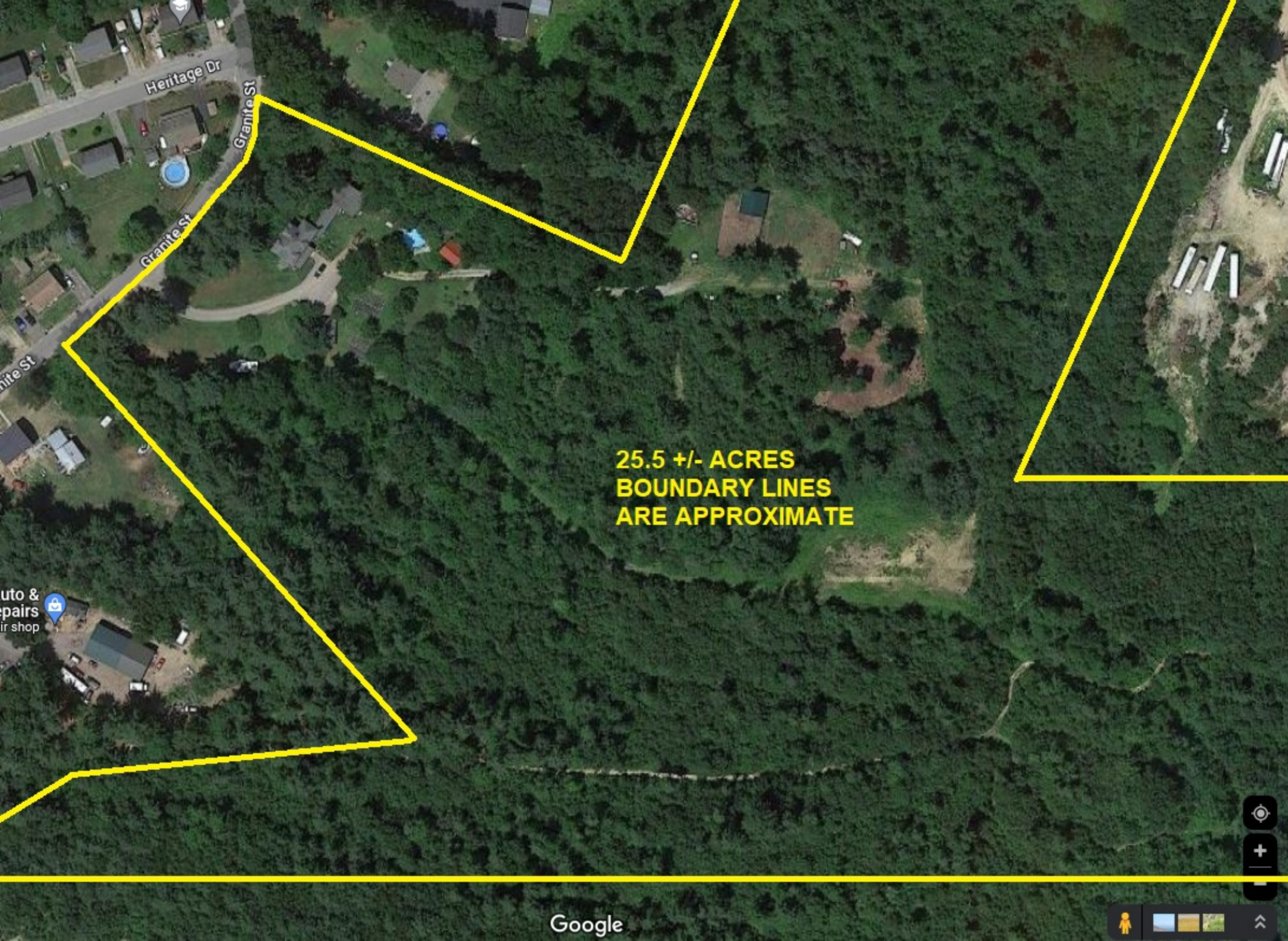


[www.cai-tech.com](http://www.cai-tech.com)

This information is believed to be correct but is subject to change and is not warranted.



**2023 Annual Taxes: \$8,888**  
**2022 Tax Rate \$19.50/\$1,000**  
**Back Real Estate Taxes as of**  
**11/15/23: \$26,496.08**



Heritage Dr

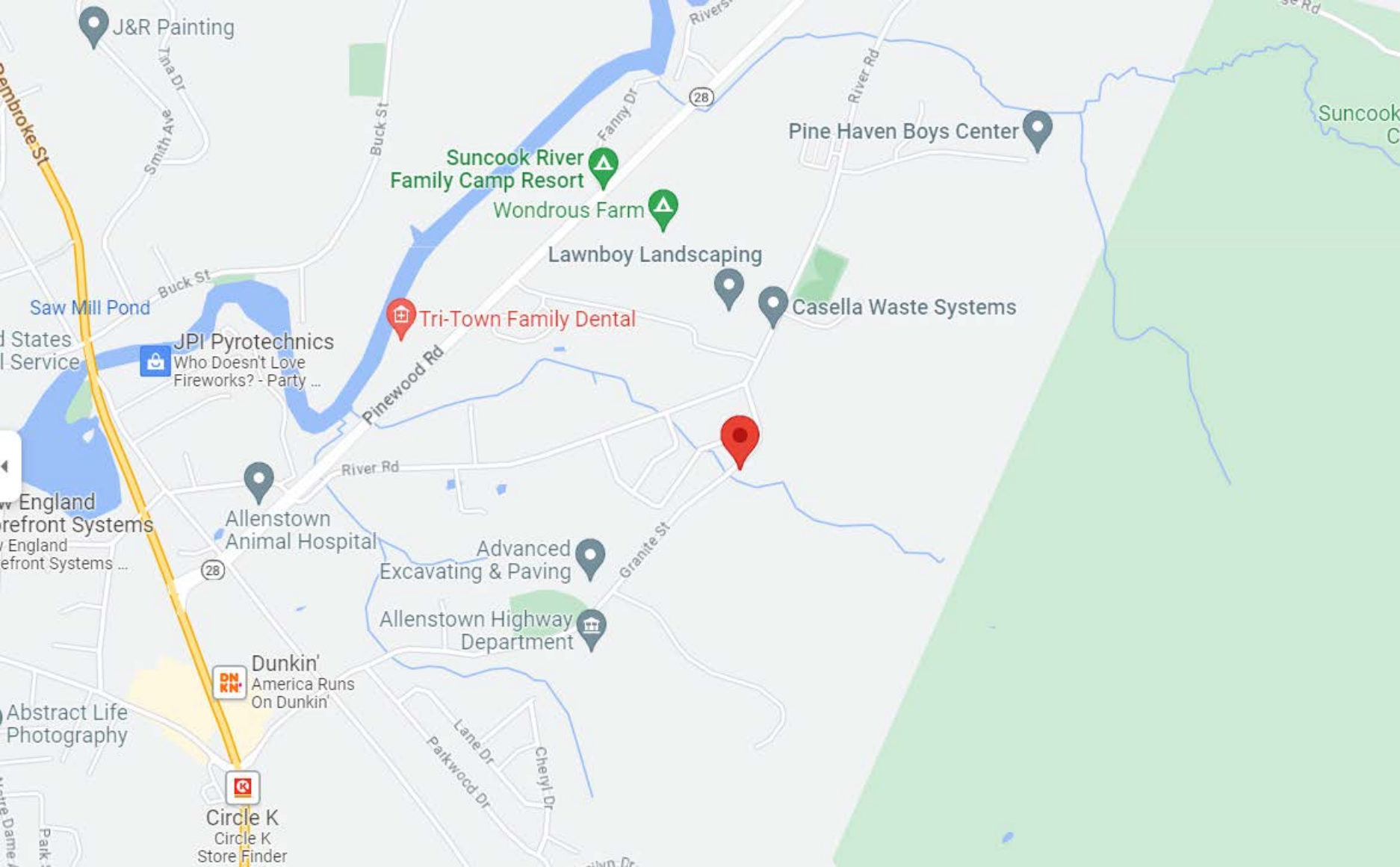
Granite St

Granite St

ite St

**25.5 +/- ACRES  
BOUNDARY LINES  
ARE APPROXIMATE**

Auto &  
repairs  
ir shop



J&R Painting

Suncook River Family Camp Resort

Wondrous Farm

Lawnboy Landscaping

Pine Haven Boys Center

Tri-Town Family Dental

Casella Waste Systems

JPI Pyrotechnics  
Who Doesn't Love Fireworks? - Party ...

Allenstown Animal Hospital

Advanced Excavating & Paving

Allenstown Highway Department

Dunkin'  
America Runs On Dunkin'

Circle K  
Circle K Store Finder

Abstract Life Photography

England Prefront Systems

States Service

Saw Mill Pond

Dembroke St

Smith Ave

Buck St

Fanny Dr

River Rd

Buck St

Pinewood Rd

River Rd

Granite St

Lane Dr  
Parkwood Dr  
Cherry Dr

Suncook C



Return to:  
Tarbell & Brodich, PA  
45 Centre Street  
Concord, NH 03301

4.44  
2  
25

INFORMAL  
C/H  
L-CHIP  
D-04427

STATE OF NEW HAMPSHIRE

DEPARTMENT OF REVENUE ADMINISTRATION REAL ESTATE TRANSFER TAX

3 THOUSAND 0 HUNDRED AND 00 DOLLARS

MO	DAY	YR	AMOUNT
09	11	2009	\$ 3,000

875724

VOID IF ALTERED

3000.00

WARRANTY DEED

KNOW ALL MEN BY THESE presents that I, **BENJAMIN E. FONTAINE, JR.**, unmarried, of 195 Granite Street, Town of Allenstown, County of Merrimack and State of New Hampshire 03275, for consideration paid, grant to **DANIEL O. PLOURDE**, unmarried, and **OSCAR P. PLOURDE** and **MARY L. PLOURDE**, husband and wife, all with a mailing address of 220 North Main Street, Town of Suncook, County of Merrimack and State of New Hampshire 03275, all as joint tenants with rights of survivorship, with **WARRANTY COVENANTS**, all my right, title and interest in and to the following:

A certain tract or parcel of land, with the buildings thereon, situated in the Town of Allenstown, County of Merrimack and State of New Hampshire, located on the south side of the highway leading from Leavitt's Corner to Granite Street, bounded and described as follows:

Beginning at a pine stump at the northwest corner of the John Sullivan 13 acre lot herein conveyed; thence easterly by the aforesaid highway 75 rods to land of Anderson at a maple tree; thence according to the minutes of a survey dated 1921, South 50° East 19 rods 5 links by said Anderson land; thence South 38 ¼° East 9 rods 17 links by said Anderson land to a corner of the fence; thence North 44° East by said Anderson land 18 rods 23 links to land of Bates; thence South 61 ¼° East about 30 rods to other land of said Bates at a squared stone post; thence South about 35° West by other land of said Bates known as the Glover land, 39 ½ rods to a squared stone bound which is the northeast corner of land deeded to Charles A. Bailey by Stephen Bates by deed recorded in Book 309, Page 325; thence according to the description of said deed, South 65° East 40 rods and 20 links to land formerly of Thompson; thence South about 35 ½° West by said Thompson land and another 4 acre lot formerly of Thompson, 28 rods 20 links to the southwest corner of the 13 acre Sullivan lot herein conveyed; thence by the minutes of the Sullivan deed, North 65 ½° West 129 rods to the bound first described.

Reserved from the above-described premises are lands conveyed by the following deeds:

Hall E. Bailey to Herman A. Colby recorded in Merrimack County Registry of Deeds in Merrimack County Registry of Deeds in Book 606, Page 379.

George F. and Mildred C. Ruckenbrod to Jerald E. and Evelyn L. Berry recorded in Merrimack County Registry of Deeds in Book 649, Page 527.

George F. and Mildred C. Ruckenbrod to Edward F. and Sybil M. Huggins recorded in Merrimack County Registry of Deeds in Book 701, Page 97.

LT1-2-745618-1

LT2-3154-1077-2

Reserving a right-of-way across the above-described premises as described in deed recorded in Merrimack County Registry of Deeds in Book 288, Page 78.

Reserving a right-of-way as described in deed recorded with the Merrimack County Registry of Deeds in Book 494, Page 128.

Reserving a right-of-way to Harvey D. Bailey and the heirs of C. Parker Bailey for a side track leading across the premises to Bailey's Quarry, so-called.

Also reserving certain water rights conveyed by George F. and Mildred C. Ruckenbrod to Jerald E. and Evelyn L. Berry by deed dated June 25, 1950.

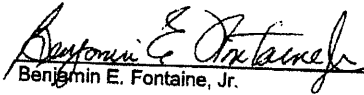
Subject to Current Use Taxation dated March 25, 1993 and recorded with the Merrimack County Registry of Deeds in Book 1914, Page 1207.

Meaning and intending hereby to describe and convey all and the same premises as conveyed to Benjamin E. Fontaine, Jr. by deed of Benjamin E. Fontaine, Jr. dated April 27, 2006 and recorded with the Merrimack County Registry of Deeds in Book 2889, Page 1024. (See also deed of John M. Ingram, Mary S. Ingram, Eugene W. Ingram and Edith M. Ingram to Benjamin E. Fontaine, Jr. and Lorraine B. Fontaine dated September 10, 1979 and recorded with the Merrimack County Registry of Deeds in Book 1356, Page 529)

Grantor hereby releases all rights of homestead and all other interests in the premises.

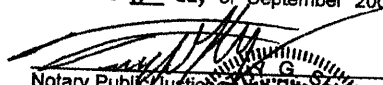
EXECUTED this 11<sup>th</sup> day of September 2009.

Witness 

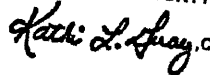
  
Benjamin E. Fontaine, Jr.

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of September 2009 by Benjamin E. Fontaine, Jr.

  
Notary Public, Justice of the Peace  
My Commission Expires: MY  
COMMISSION EXPIRES  
MAY 6, 2014  
NOTARY PUBLIC  
NEW HAMPSHIRE

MERRIMACK COUNTY RECORDS

  
Kaci L. Gray, CPO, Register

**MEMORANDUM OF SALE**  
**195 Granite Street, Allenstown, 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: 195 Granite Street, Allenstown, 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: 195 Granite Street in the Town of Allenstown, State of New Hampshire, and specifically identified in a Mortgage recorded with the Merrimack County Registry of Deeds at Book 3793, Page 0831, 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