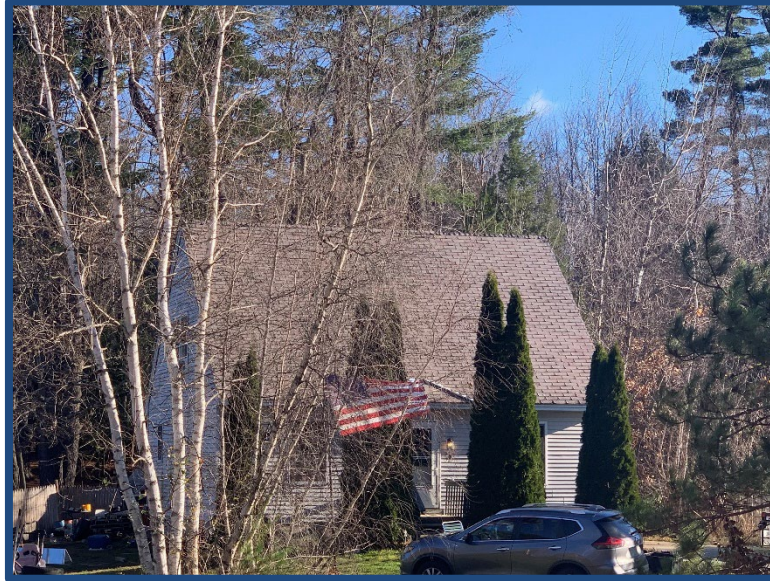


# AUCTION



## 3-Bedroom Cape in Glenridge Estates Belmont, New Hampshire

**Friday, December 16<sup>th</sup> at 1:00 p.m.**

**36 Glenridge Road** is a 3-bedroom, 2-bath Cape style home built in 2000. The 1,344 sq.ft. home sits on a .33 acre lot, includes a full basement and is serviced by public water and sewer. Map 236, Lot 22.

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

**Terms:** Five thousand-dollar (\$5,000.00) deposit in cash, certified check, bank check, or other instrument deemed acceptable to mortgagee or agent of the mortgagee at time and place of sale. Balance due at closing within thirty (30) 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**

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.

**As a customer, you can expect a real estate licensee to provide the following customer-level services:**

- 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.

**To Become a Client**

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.

**As a client, in addition to the customer-level services, you can expect the following client-level services**

- 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.

**Client-level services also include advice, counsel, and assistance in negotiations.**

**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)		Name of Consumer (Please Print)	
Signature of Consumer	Date	Signature of Consumer	Date
Provided by: Name & License #		Date	(Name and License # of Real Estate Brokerage Firm)
<input type="checkbox"/>	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 FORECLOSURE SALE

NOTICE is hereby given that for breach of the conditions set forth in certain Mortgage Deeds, hereinafter sometimes referred to as the "Mortgage Deeds" or the "Mortgages" of **EDWARD PHILLIPS BIGGS** and **TERRI LYNN BIGGS, f/k/a TERRI LYNN ARCHAMBEAULT**, now or formerly of 36 Glenridge Road, Belmont, New Hampshire, 03220, to **LAKES REGION HABITAT FOR HUMANITY, INC.**, a New Hampshire nonprofit corporation now or formerly of 66 Route 25, Suite #3, Meredith, New Hampshire, 03253, with the first mortgage being in the original principal amount of \$65,062.08 dated May 5, 2011 and recorded in the Belknap County Registry of Deeds at Book 2706, Page 0030 and assigned to **PEMI-VALLEY HABITAT FOR HUMANITY, INC.**, a New Hampshire nonprofit corporation with a principal place of business being 583 Tenney Mountain Highway, Plymouth, New Hampshire, 03264 and a mailing address of P.O. Box 238, Plymouth, New Hampshire, 03264, by assignment dated January 27, 2017 and recorded in the Belknap County Registry of Deeds at Book 3090, Page 998, and a second mortgage from **EDWARD PHILLIPS BIGGS** and **TERRI LYNN BIGGS, f/k/a TERRI LYNN ARCHAMBEAULT** to **LAKES REGION HABITAT FOR HUMANITY, INC.** being in the original principal amount of \$113,000.00 date May 5, 2011 and recorded in the Belknap County Registry of Deeds at Book 2706, Page 0033, and assigned to **PEMI-VALLEY HABITAT FOR HUMANITY, INC.** by assignment dated January 27, 2017 and recorded in the Belknap County Registry of Deeds at Book 3090, Page 999, in exercise of the **POWER OF SALE** contained in said Mortgages, **PEMI-VALLEY HABITAT FOR HUMANITY, INC.**, the present holder of said Mortgages, for the purpose of foreclosing the same, will sell at public auction on December 16, 2022 at 1:00 p.m. at the mortgaged premises located at 36 Glenridge Road, Belmont, New Hampshire, 03220, the premises described in said Mortgages, the same being more particularly described as follows:

"A certain piece or parcel of land, together with any buildings and improvements thereon, located on the northeasterly sideline of Glenridge Road in Belmont, County of Belknap and State of New Hampshire, identified as Lot #10 on Plan entitled "Glenridge Estates, Dearborn Street, Belmont, N.H., Belknap County: Scale: 1 " = 50', dated July, 1990, last revision November 27, 1990 prepared by Wheeler Surveying and Mapping, P.C." and recorded in the Belknap County Registry of Deeds Plan File L13-75, being more particularly bounded and described as follows:

Beginning at a rebar set in the ground at the easterly sideline of Glenridge Road at the northwesterly corner of the within described tract; thence turning North 69° 04' 22" East, a distance of 219.23 feet to a drill hole found at the end of a stone wall; thence turning sharply to the right and running South 52° 14' 19" West, a distance of 82.30 feet to a drill hole found at the end of a stonewall; thence turning to the left and running South 38° 41' 26" East partially along a stone wall, a distance of 49.72 feet to a rebar set in the ground; thence turning to the right and running North 54° 47' 35" East, a distance of 138.23 feet to a rebar set in the ground on the northeasterly sideline of Glenridge Road; thence turning to the right and running North 51° 40' 43" West, a distance of 56.54 feet to a granite bound set; thence turning and running along the inside of a curve to the right having a radius of 25 feet, a distance of 25.41 feet to a granite bound set; thence running along the outside of a curve to the left having a radius of 70 feet, a distance of 33.59 feet to a rebar in the ground being the bound begun at.

Subject to an easement for discharge of surface water along a man made ditch as shown on the above referenced plan.

Subject to a certain Declaration of Restrictive Covenants for Glenridge Estates dated April 23, 1991 and recorded in the Belknap County Registry of Deeds Book 1168, Page 380 and also to Amendment to said Declaration dated August 14, 1991 and recorded in Belknap County Registry of Deeds Book 1181, Page 512.”

**TERMS OF REAL ESTATE SALE:** Five Thousand Dollars (\$5,000.00) cash, certified check or bank check to be paid at the time of sale, and the balance of the purchase price to be paid in cash, certified check or bank check within thirty (30) days after the date of sale or deposit shall be forfeited. The successful bidder will be required to sign a Foreclosure Sale Purchase Agreement immediately following the auction. The description of the premises contained in said Mortgages shall control in the event of an error in this publication.

**EXCLUSIONS OF WARRANTIES:** Except for warranties arising by operation of law, the conveyance of the Mortgaged Premises will be made by the Mortgagee and accepted by the successful bidder without any other express or implied representations or warranties whatsoever, and shall be sold subject to all unpaid taxes and liens, whether or not of record; mortgages, liens, attachments and all other encumbrances and rights and interests of third persons which are entitled to precedence over the Mortgage; and any other matters affecting title of the Mortgagor to the premises.

**RESERVATION OF RIGHTS:** The Mortgagee reserves the right to (a) cancel or continue the foreclosure sale to such other date as the Mortgagee may deem desirable, (b) bid upon and purchase the Mortgaged premises at the foreclosure sale, (c) reject any and all bids for the Mortgaged Premises and/or the collateral at the foreclosure sale, (d) solicit bids for the real estate and collateral as a whole and/or in separate lots and finalize the sale accepting the bid or bids which provide(s) the highest sale price, and (e) amend or change the any of the terms of sale as set forth herein by announcement, either written or oral, made before or during the foreclosure sale and such change(s) or amendment(s) shall be binding on all bidders.

The address of the mortgagee for service of process is 583 Tenney Mountain Highway, Plymouth, New Hampshire, 03264 or service may be made on the lender's agent, Conklin & Reynolds, P.A., One Bridge Street, Suite 106, Plymouth, New Hampshire, 03264.

The New Hampshire Banking Department is located at 53 Regional Drive, Suite 200, Concord, NH 03301 and the email address is [nhdb@banking.nh.gov](mailto:nhdb@banking.nh.gov). 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.

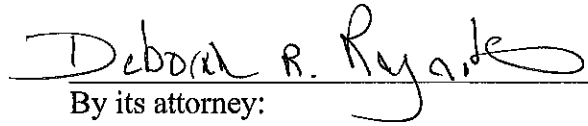
**YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES ARE SITUATED, WITH SERVICE UPON THE MORTGAGEE, AND**

**UPON SUCH BOND AS THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORECLOSURE SALE.**

The original mortgage instrument may be examined by any interested person at the law office of Conklin & Reynolds, P.A., One Bridge Street, Suite 106, Plymouth, New Hampshire, 03264.

Dated at Plymouth, New Hampshire this 17<sup>th</sup> day of October, 2022.

**PEMI-VALLEY HABITAT FOR HUMANITY, INC.**



By its attorney:  
Deborah R. Reynolds, Esq.  
Conklin & Reynolds, P.A.  
One Bridge Street, Suite 106  
Plymouth, New Hampshire 03264  
NHBA #2138  
(603) 536-8980

CURRENT OWNER		TOPO	UTILITIES	STRT / ROAD	LOCATION	CURRENT ASSESSMENT			
ARCHEMBEAULT, TERRI LYNN BIGGS, EDWARD P. C/O HABITAT FOR HUMANITY PO BOX 238 PLYMOUTH NH 03264		4 Rolling	3 Public Sewer	1 Paved	3 Rural	Description	Code	Assessed	Assessed
			2 Public Water			RESIDNTL	1010	242,100	242,100
<b>SUPPLEMENTAL DATA</b>						RES LAND	1010	48,400	48,400
Alt Prcl ID		SEWER E							
BMSI # 0009052									
PICK UP D									
CST w/o P									
MAP CHA									
GIS ID 236-022-000-000		Assoc Pid#							
						Total	290,500	290,500	

1503  
 BELMONT, NH  
**VISION**

RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	Q/U	V/I	SALE PRICE	VC	PREVIOUS ASSESSMENTS (HISTORY)								
ARCHEMBEAULT, TERRI LYNN LAKES REGION HABITAT FOR HUMANITY DROUIN, WAYNE + CAROL		2279 0044	03-01-2006	U	I	185,000	1K	Year	Code	Assessed	Year	Code	Assessed	Year	Code	Assessed
		1597 0631	07-28-2000	U	I	10,000	1	2022	1010	242,100	2021	1010	149,300	2019	1010	147,300
		0 0		U	I	0	1		1010	48,400		1010	32,400		1010	32,400
						Total	290,500	Total	181,700	Total	181,700	Total	181,700			

EXEMPTIONS				OTHER ASSESSMENTS				This signature acknowledges a visit by a Data Collector or Assessor									
Year	Code	Description	Amount	Code	Description	Number	Amount	Comm	Int								
			Total					0.00									

ASSESSING NEIGHBORHOOD				APPRAISED VALUE SUMMARY								
Nbhd	Nbhd Name	B	Tracing	Batch								
1018					Appraised Bldg. Value (Card)						239,800	
					Appraised Xf (B) Value (Bldg)						0	
					Appraised Ob (B) Value (Bldg)						2,300	
					Appraised Land Value (Bldg)						48,400	
					Special Land Value						0	
					Total Appraised Parcel Value						290,500	
					Valuation Method						C	
					Total Appraised Parcel Value						290,500	

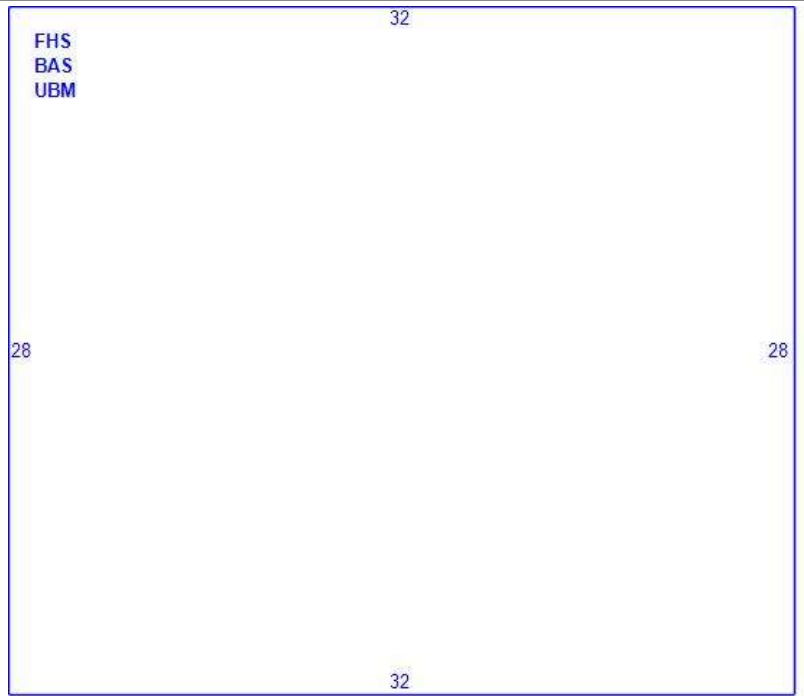
BUILDING PERMIT RECORD								VISIT / CHANGE HISTORY							
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments	Date	Id	Type	Is	Cd	Purpost/Result	
									03-01-2019	DR			01	Measur+1Visit	
									11-14-2013	SM			00	Measur+Listed	
									11-14-2006	BF			01	Measur+1Visit	

LAND LINE VALUATION SECTION																
B	Use Code	Description	Zone	Land Type	Land Units	Unit Price	Size Adj	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes	Location Adjustment	Adj Unit P	Land Value	
1	1010	SINGLE FAM M	RES		14,375 SF	2.93	1.00000	1	1.00	60	1.150		1.0000	3.37	48,400	
Total Card Land Units					14,375 SF	Parcel Total Land Area					0	Total Land Value				48,400



CONSTRUCTION DETAIL			CONSTRUCTION DETAIL (CONTINUED)		
Element	Cd	Description	Element	Cd	Description
Style:	04	Cape Cod			
Model	01	Residential			
Grade:	03	Average			
Stories:	1.5	1 1/2 Stories			
Occupancy	1				
Exterior Wall 1	25	Vinyl Siding			
Exterior Wall 2					
Roof Structure:	03	Gable/Hip			
Roof Cover	03	Asph/F Gls/Cmp			
Interior Wall 1	05	Drywall/Sheet			
Interior Wall 2					
Interior Flr 1	14	Carpet			
Interior Flr 2					
Heat Fuel	02	Oil			
Heat Type:	05	Hot Water			
AC Type:	01	None			
Total Bedrooms	03	3 Bedrooms			
Total Bthrms:	2				
Total Half Baths	0				
Total Xtra Fixtrs					
Total Rooms:	6				
Bath Style:	02	Average			
Kitchen Style:	02	Modern			
Loc Adj.					
MFGH					
Color	07	Gray			

CONDO DATA			
Parcel Id	C	Owne	
Adjust Type	Code	Description	Factor%
Condo Flr			
Condo Unit			
COST / MARKET VALUATION			
Building Value New		285,535	
Year Built		2000	
Effective Year Built		2006	
Depreciation Code		A	
Remodel Rating			
Year Remodeled			
Depreciation %		16	
Functional Obsol			
Economic Obsol			
Trend Factor		1	
Condition			
Condition %			
Percent Good		84	
RCNLD		239,800	
Dep % Ovr			
Dep Ovr Comment			
Misc Imp Ovr			
Misc Imp Ovr Comment			
Cost to Cure Ovr			
Cost to Cure Ovr Comment			



OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)										
Code	Description	L/B	Units	Unit Price	Yr Blt	Cond. Cd	% Gd	Grade	Grade Adj.	Appr. Value
RPV2	DRIVEWAY M	L	1	3000.00	2003		50		0.00	1,500
SHD3	METAL	L	100	11.00			75		0.00	800

BUILDING SUB-AREA SUMMARY SECTION						
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value
BAS	First Floor	896	896	896	174.35	156,218
FHS	Half Story, Finished	448	896	448	87.18	78,109
UBM	Basement, Unfinished	0	896	179	34.83	31,209
Ttl Gross Liv / Lease Area		1,344	2,688	1,523		265,536





TOWN OF BELMONT

Date: 11/17/22

CYNTHIA DEROY, TAX COLLECTOR  
PO BOX 310, 143 MAIN STREET  
BELMONT, NH 03220-0310  
TEL: 603-267-8302 / FAX: 603-267-8305

ARCHANBEAULT, EDWRD BIGGS&TERRI  
C/O HABITAT FOR HUMANITY  
PO BOX 238  
PLYMOUTH, NH 03264

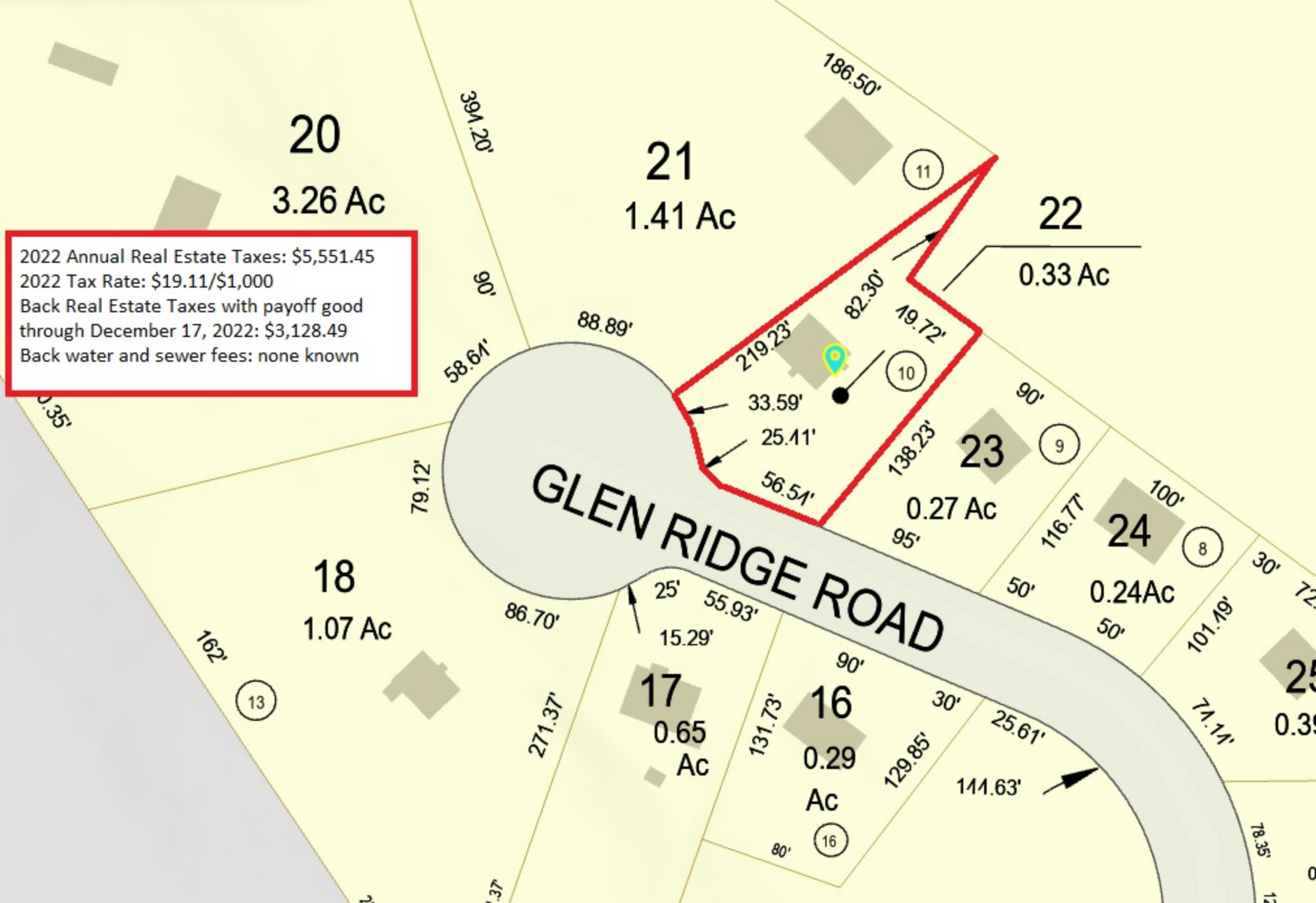
Acct# 009052

STATEMENT OF ACCOUNT

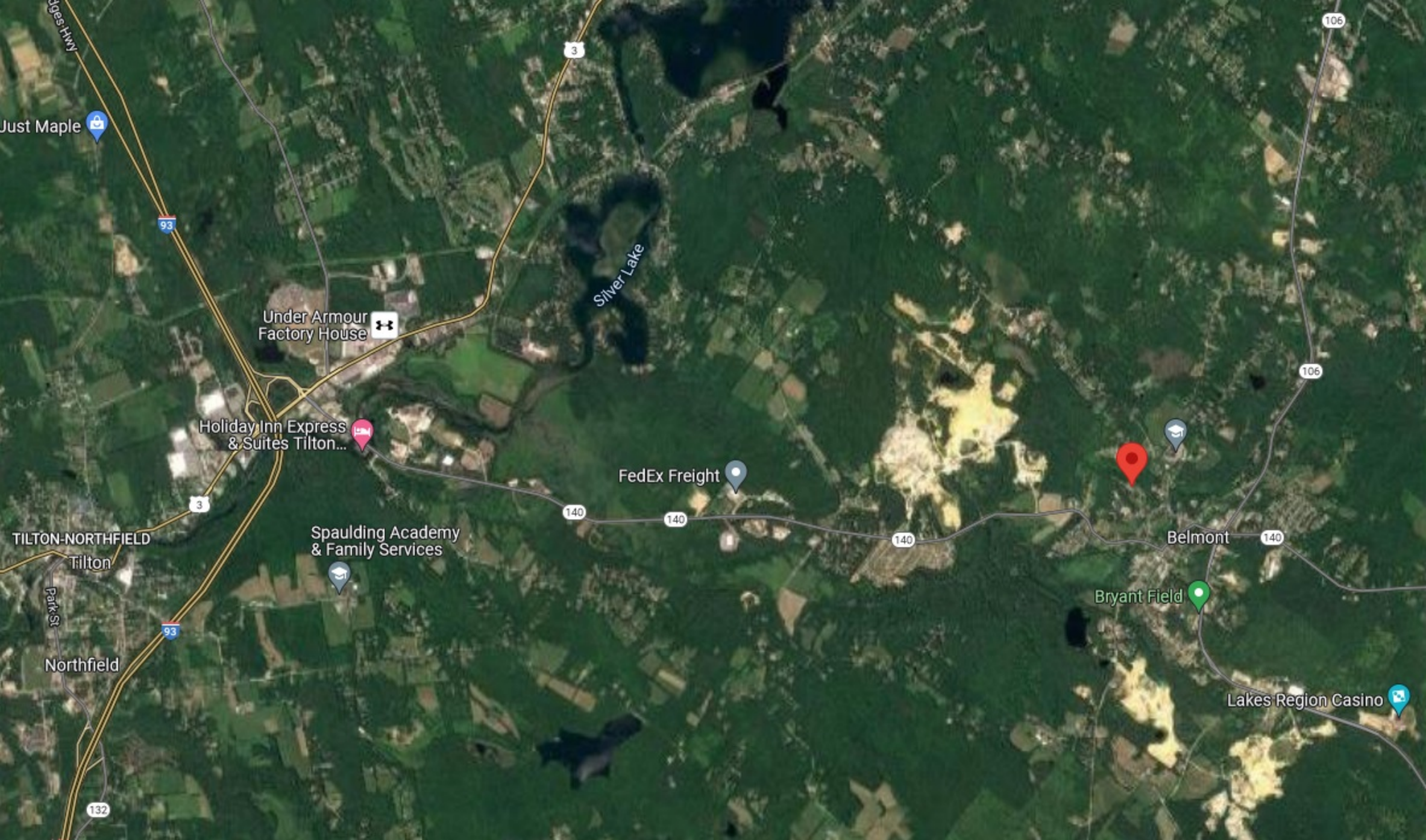
INTEREST AND/OR PENALTIES THROUGH 11/17/22

DESCRIPTION AND YEAR	INV#	DATE	AMOUNT	BALANCE
2022 PROPERTY TAX - 1ST ISSUE	424409	05/23/22	2,422.97	
Ck 102515 INV		06/09/22	-2,422.97	
2022 PROPERTY TAX - 2ND ISSUE	432521	11/14/22	3,128.49	3,128.49
SUBTOTAL REAL PROPER# 003855 L/B 36 GLENRIDGE ROAD				3,128.49
Map/Lot : 236-022-000-000				
2022 WATER - 1ST ISSUE	422031	03/09/22	81.66	
Ck 011431 INV		03/25/22	-81.66	
2022 SEWER - 1ST ISSUE	422032	03/09/22	57.25	
Ck 011431 INV		03/25/22	-57.25	
2022 WATER - 2ND ISSUE	428501	06/02/22	87.04	
Ck 011716 INV		06/29/22	-87.04	
2022 SEWER - 2ND ISSUE	428502	06/02/22	57.25	
Ck 011716 INV		06/29/22	-57.25	
2022 WATER - 3RD ISSUE	430496	09/09/22	113.30	
Ck 011906 INV		09/16/22	-113.30	
2022 SEWER - 3RD ISSUE	430497	09/09/22	57.25	
Ck 011906 INV		09/16/22	-57.25	
SUBTOTAL UTILITY # 001113 36 GLENRIDGE ROAD				0.00
Map/Lot : 236-022-000-000				
TOTAL ACCOUNT# 009052 ARCHANBEAULT, EDWRD BIGGS&TERRI				3,128.49

2022 Annual Real Estate Taxes: \$5,551.45  
2022 Tax Rate: \$19.11/\$1,000  
Back Real Estate Taxes with payoff good through December 17, 2022: \$3,128.49  
Back water and sewer fees: none known







Just Maple

Under Armour  
Factory House

Holiday Inn Express  
& Suites Tilton...

FedEx Freight

Spaulding Academy  
& Family Services

Belmont

Bryant Field

Lakes Region Casino

Silver Lake

TILTON-NORTHFIELD

Tilton

Northfield

93

3

3

140

140

140

140

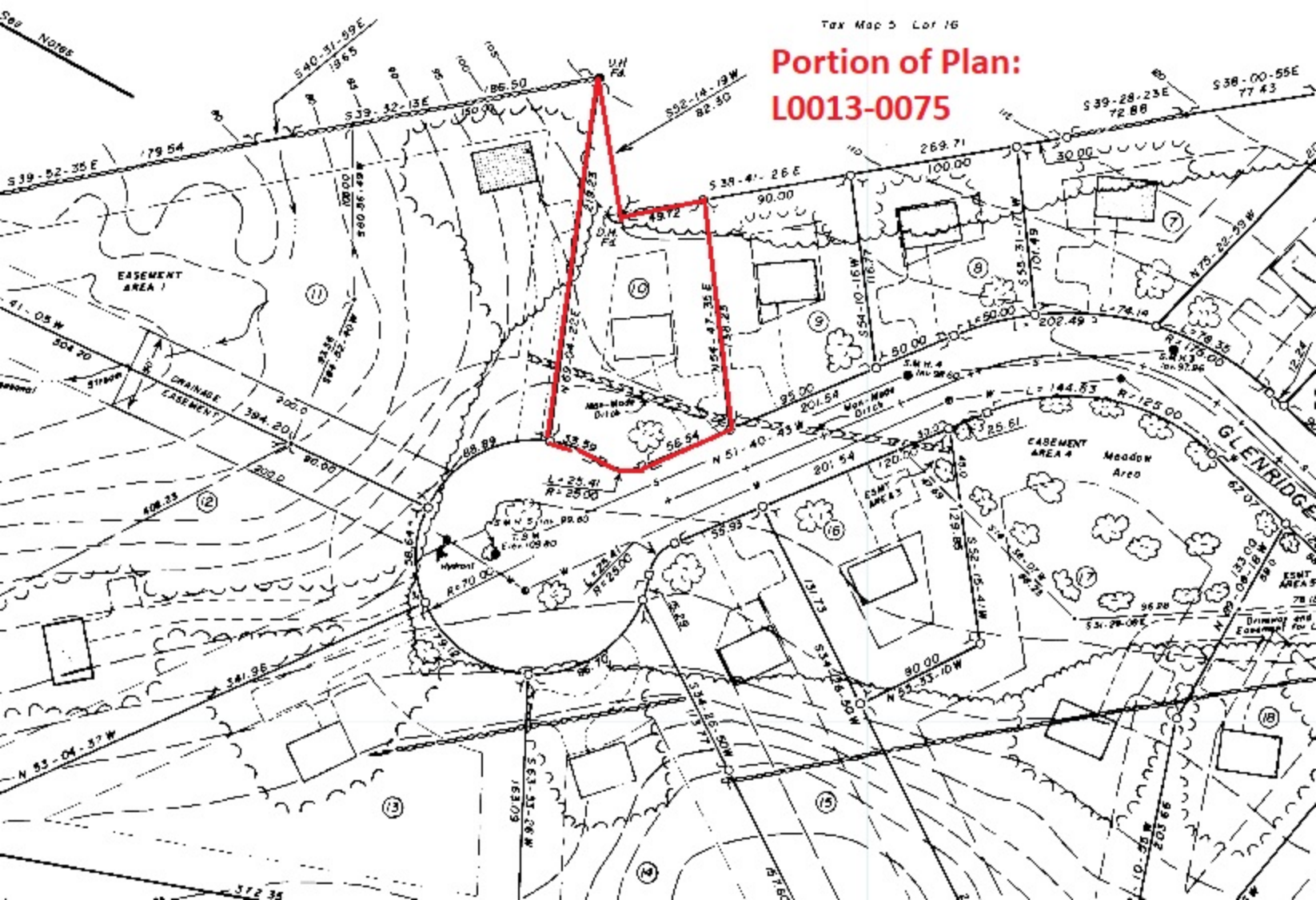
106

106

132



# Portion of Plan: L0013-0075



**FORECLOSURE MEMORANDUM OF SALE**

By virtue of a foreclosure sale held on December 16, 2022, PEMI-VALLEY HABITAT FOR HUMANITY, INC., with a mailing address of P.O. Box 238, Plymouth, New Hampshire, 03264, (“Seller”) agrees to convey and

\_\_\_\_\_ with a mailing address of

\_\_\_\_\_ (“Buyer”) agrees to acquire the following described premises on the terms and conditions set forth as follows:

**Premises:**

36 Glenridge Road, Belmont, Belknap County, New Hampshire.

**Foreclosure Bid Price:**

The bid price is \_\_\_\_\_ Dollars (\$) which shall be paid as follows: Five Thousand Dollars (\$5,000.00) in cash, certified or bank treasurer’s check on the signing of this Memorandum (the “Deposit”); the balance of

\_\_\_\_\_ (\$ \_\_\_\_\_) in cash, certified or bank treasurer’s check at the closing.

**Taxes and Other Encumbrances:**

The Premises are sold subject to the real estate taxes assessed or assessable on the premises, subject to all rights of possession and subject to all prior liens and other enforceable encumbrances of record and to any rights of redemption which the Internal Revenue Service or any other governmental agency may possess.

**Deed and Closing:**

The deed shall be a Foreclosure Deed under Power of Sale.

The deed shall be delivered and the balance of the Foreclosure Bid Price shall be paid on or before January 30, 2023 at 11:00 a.m., time being of the essence, at the offices of Conklin & Reynolds, P.A., One Bridge Street, Suite 106, Plymouth, New Hampshire 03264, or at such time or place as the parties shall agree.

**Revenue Stamps and Closing Costs:**

Buyer shall pay for the revenue stamps assessed against both Buyer and Seller by New Hampshire law. Buyer shall be responsible for all recording costs assessed by the Belknap County Registry of Deeds.

**Default:**

If Seller defaults, Buyer shall be entitled to the return of the Deposit as its sole remedy. If Buyer defaults, Seller shall be entitled to retain the Deposit as liquidated damages, or pursue its remedies at law or in equity at its election.

In addition, upon default by Buyer, Buyer's bid shall be immediately assigned to Seller and Seller may thereafter complete the purchase of the premises.

**Zoning:**

Seller does not represent or warrant to Buyer that the current use of the premises and the building thereon comply in any respect with any municipal zoning ordinances, building or other like code or that the buildings or the use of the premise is not a nonconforming structure or use.

**Inspection:**

Buyer acknowledges that it is fully satisfied with the physical condition of the premises; and the Buyer covenants and agrees that it will accept the premises in their current condition. The Seller disclaims all warranties of fitness for a particular purpose or of merchantability or habitability, either expressed or implied. The Buyer agrees to take the within described property AS IS. The Buyer agrees and acknowledges that it is their responsibility and obligation to secure the premises as of the date of this Memorandum. The Buyer shall be responsible for maintaining insurance coverage on the premises; Seller shall not keep the premises insured against loss for the benefit of the Buyer.

**Acceptance of Deed:**

Acceptance of a deed by Buyer shall be deemed to be the full performance of every agreement and obligation of Seller.

**Broker:**

Seller and Buyer represent to each other that no broker or agent has participated in the sale on its behalf and each will indemnify and save the other harmless from any demand, claim or suit at law or in equity by any broker or agent claiming through him or her, including reimbursement or reasonable attorneys' fees and court cost.

**Governing Law:**

This Memorandum is made in and shall be interpreted and enforced under the laws of the State of New Hampshire.



**Integration:**

All representations, statements and agreements heretofore made are merged in this Memorandum which is the full expression of the parties' obligations and neither party in entering this Memorandum has relied upon any statement or representation not set forth herein.

**Time:**

Time is of the essence as to each and every aspect of this Foreclosure Memorandum of Sale.

**N.H. Rev. Stat. Ann. §477:4 a, c, d, g and h Notices and N.H. Rev. Stat. Ann. §485-A:39 Notice:**

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.

“Arsenic: Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water. The buyer is encouraged to consult the New Hampshire department of environmental services private well testing recommendations ([www.des.nh.gov](http://www.des.nh.gov)) to ensure a safe water supply if the subject property is served by a private well.”

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.

RSA 477:4-c and d, Water Supply, Sewage Disposal and Insulation: Seller has no information.

RSA 477:4-g Methamphetamine Production Site: whether Property was used for methamphetamine production: Seller has no information.

RSA 485-A:39 Waterfront Property Site Assessment Study: Seller has no information.

RSA 477:4-h Public Utility Tariff Pursuant to RSA 374:61: whether Property is subject to a public utility tariff under RSA 374:61: Seller has no information.

SIGNATURE PAGE FOLLOWS

PEMI-VALLEY HABITAT  
FOR HUMANITY, INC.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: \_\_\_\_\_

Name: \_\_\_\_\_

SS or Fed. ID: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Email: \_\_\_\_\_

BUYER

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: \_\_\_\_\_

Name: \_\_\_\_\_

SS or Fed. ID: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Email: \_\_\_\_\_