

# AUCTION



## Townhouse Condominium End Unit Dover, New Hampshire

**Tuesday, June 6<sup>th</sup> at 10:00 a.m.**

**1 Tamarack Drive, Unit 1** is a two-story townhouse style end unit condominium. Built in 2005, the unit is comprised of 2 bedrooms, 1.5-bathrooms, and totals 1,232+/- sq.ft. with a full basement. The unit includes central ac, a rear deck, two parking spaces and is serviced by public water and sewer and natural gas. Monthly HOA fee: \$300. Assessor's Parel ID: A-1-1-1 Assessed Value: \$261,900

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

**Terms:** Five thousand-dollar (\$5,000.00) 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 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 MORTGAGEE'S SALE**

By virtue of the Power of Sale contained in a certain Mortgage given by William D. Lagrange, III to Northeast Credit Union, which Mortgage is dated February 1, 2022 and recorded in the Strafford County Registry of Deeds on February 7, 2022 at Book 5006, Page 1, pursuant to and in execution of said power of sale and for breach of the conditions of said Mortgage, to wit: nonpayment of principal and interest when due, Northeast Credit Union will sell all of its right, title and interest in and to the Mortgaged Premises known as 1 Tamarack Drive, Dover, Strafford County, New Hampshire 03820 described in said Mortgage at PUBLIC AUCTION on

**TUESDAY, JUNE 6, 2023**

At **10:00 A.M.** on the premises located at

**1 Tamarack Drive  
Dover, Strafford County, New Hampshire 03820**

Mortgagee makes no representation as to the accuracy or correctness of the above address. A copy of the Mortgage instrument may be examined by any interested person at Kalil & LaCount, 681 Wallis Road, Rye, New Hampshire, (603) 964-1414, during business hours.

To the Mortgagor or any other person claiming a lien or encumbrance against the Mortgaged Premises: **YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES ARE SITUATED, WITH SERVICE UPON THE MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORECLOSURE SALE. FAILURE TO INSTITUTE SUCH PETITION AND COMPLETE SUCH SERVICE UPON THE MORTGAGEE CONDUCTING THE SALE PRIOR TO SALE SHALL THEREAFTER BAR ANY ACTION OR RIGHT OF ACTION OF THE MORTGAGOR BASED ON THE VALIDITY OF THE FORECLOSURE.**

The name and address of the mortgagee for service of process is Northeast Credit Union, 100 Borthwick Avenue, Portsmouth, New Hampshire 03801. The mortgagee's agent for service of process is Richard R. Rousseau, Kalil & LaCount, 681 Wallis Road, Rye, New Hampshire 03870.

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 MAY ALSO CONTACT THE NEW HAMPSHIRE BANKING DEPARTMENT AT: 53 REGIONAL DRIVE, SUITE 200, CONCORD, NEW HAMPSHIRE 03301 OR ON ITS WEBSITE AT: [www.nh.gov/banking](http://www.nh.gov/banking) OR VIA EMAIL AT [nhbd@banking.nh.gov](mailto:nhbd@banking.nh.gov).

**LIENS AND ENCUMBRANCES:** The sale of the Mortgaged Premises will be subject to any and all easements, unpaid taxes, prior liens, other encumbrances or restrictions and conditions whether or not of record, which may be entitled to precedence over the mortgage.

**NO WARRANTIES:** The Mortgaged Premises shall be sold by the Mortgagee and accepted by the successful bidder "AS IS" and "WHERE IS" with all faults. 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 therefor without any express or implied warranties whatsoever, including without limitation, any representations or warranties with respect to title, possession, permits, approvals, recitations or acreage, hazardous materials and physical condition. All risk of loss or damage to the Mortgaged Premises shall be assumed by and borne by the successful bidder immediately after the closing of the bidding.

**TERMS OF SALE:** Five Thousand (\$5,000.00) Dollars cash or certified check or other funds acceptable to mortgagee or agent at the time of sale; balance within thirty days, or on delivery of deed, at option of mortgagee. Mortgagee reserves the right to change terms of sale at sale or to add additional terms and to qualify some or all bidders. If the successful bidder fails to complete the purchase of the Mortgaged Premises, the Mortgagee may, at its option, retain the \$5,000.00 deposit as liquidated damages.

Dated this 29<sup>th</sup> day of March, 2023

NORTHEAST CREDIT UNION

By its attorneys,  
KALIL & LaCOUNT

By: 

Richard R. Rousseau  
681 Wallis Road  
Rye, New Hampshire 03870  
(603) 964-1414

**Property Location:**

1 Tamarack Dr

**Residential Property Record Card - Dover, New Hampshire**

**Parcel ID:** A0001-001001

**Map Block No.** A-1-1-1

**Class:** R

**Use:** 102 **Card 1 of 1**

Current Owner
Lagrange William Dennis Iii 1 Tamarack Dr Dover Nh 03820

Previous Owner History		
Name	Deed	Date
Eisenhuth Matthew K	4502/704	08/17/2017
Federal National Mortgage Assoc	4470/404	04/20/2017
Roy Raymond L Jr	3337/944	03/02/2006

Miscellaneous
<b>Deed Info:</b> 4721/427-12/26/2019
<b>Zoning:</b> C
<b>Neighborhood:</b> 700
<b>Living Units:</b> 1
<b>Street/Road:</b> Private
<b>Estimates</b>
<b>MRA:</b>
<b>Weighted:</b>
<b>Market:</b>

Assessment Information		
<b>Assessed Value:</b>	*	<b>Prior</b>
<b>Land:</b>	45,000	55,000
<b>Building:</b>	216,900	188,400
<b>Total:</b>	261,900	243,400
<b>Assessed Information:</b>		
<b>Value:</b>	261,900	
<b>Effective DOV:</b>	4/1/2022	
<b>Value Flag:</b>	COST VALUE	

Notes
End Unit W/Bulkhead= (+)

Entrance Information					
Date	Time	ID	Actv	Entrance Code	Source
11/21/2017	S	SM		Entry Gained	Owner
03/23/2006	C	RC		Est-See Note	
09/29/2015	R	BL			

Sales History				
Book/Page	Date	Price	Type	Validity
4721/427	12/20/2019	223,000	2	0U
4502/704	08/15/2017	163,400	2	37

Permit Information				
Date	Permit #	Price	Purpose	% Comp.
05/18/2005	5-144	1,210,000	New Constructn	100 0

Land Information				
Type	Size	Grade	Influence Factor 1, 2 and %	Value
Site Value	G	0		45,000
<b>Total Acres for this Parcel</b>			0	<b>Total Land Value</b> 45,000

Out Building Information								
Type	Qty	Year	Size1	Size2	Grade	Cond	%Good	Value
	0	0	0	0			0%	0
	0	0	0	0			0%	0
	0	0	0	0			0%	0
	0	0	0	0			0%	0
	0	0	0	0			0%	0
	0	0	0	0			0%	0
	0	0	0	0			0%	0
	0	0	0	0			0%	0
<b>Total OBY for this card</b>								0



Inspection witness by: \_\_\_\_\_

**Property Location:**

1 Tamarack Dr

**Residential Property Record Card - Dover, New Hampshire**

**Parcel ID:** A0001-001001

**Map Block No.** A-1-1-1

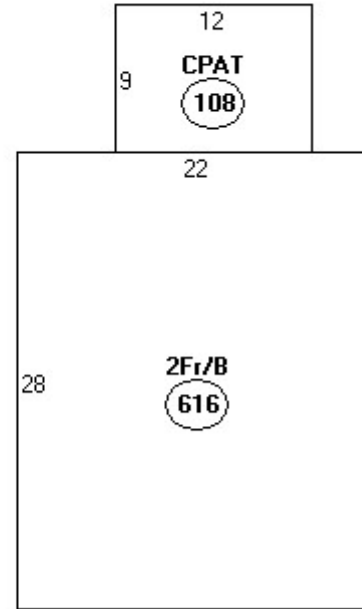
**Class:** R **Use:**

102 **Card 1 of 1**

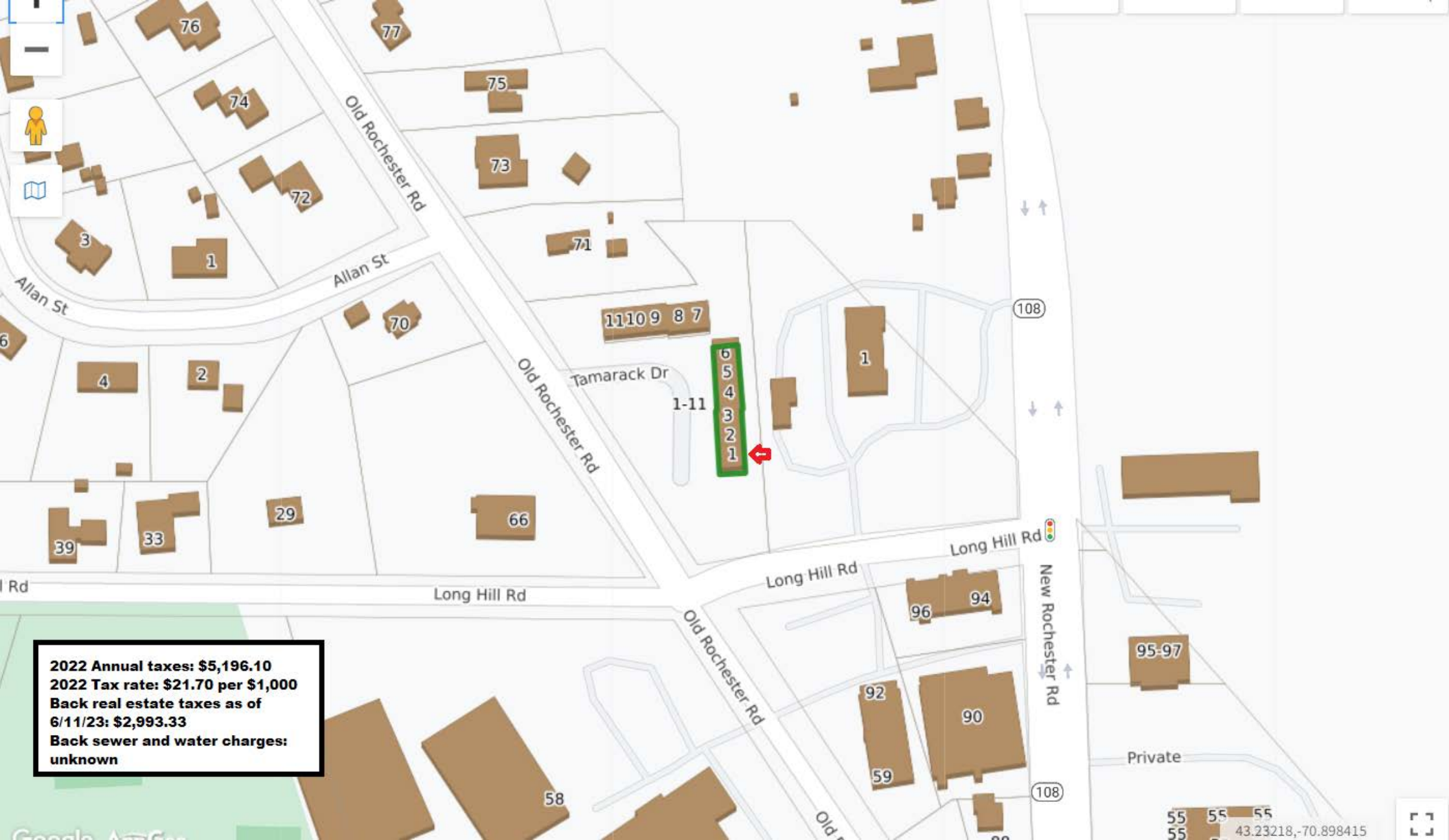
Dwelling Information	
<b>Style:</b>	Condominium
<b>Condo Style:</b>	Townhse End
<b>Exterior Walls:</b>	Alum/Vinyl
<b>Story Height:</b>	2.0
<b>Attic:</b>	None
<b>Interior/Exterior:</b>	Same
<b>Basement:</b>	Full
<b>Bsmt Garage:</b>	0
<b>Rec Room size:</b>	0 0
<b>FBLA size:</b>	0 0
Unfinished Area: 0	
<b>WB Fireplace:</b>	Stacks 0 Openings 0
<b>MTL Fireplace:</b>	Stacks 0 Openings 0
<b>Heating Type:</b>	Central A/C
<b>Fuel:</b>	Gas
<b>Heating System:</b>	Forced Air
<b>Year Built:</b>	2005
<b>Eff. Yr Built:</b>	0
<b>Ground Flr Area:</b>	616
<b>Tot Living Area:</b>	1232
<b>Basement Area:</b>	0
<b>Grade:</b>	C+
<b>Condition:</b>	Average
<b>CDU:</b>	AV
 <b>Building Notes:</b>	
<b>Low 1st 2nd 3rd Tot</b>	
<b>Rooms:</b>	0 0 0 0 4
<b>Bedrooms:</b>	0 0 0 0 2
<b>Full Baths:</b>	0 0 0 0 1
<b>Half Baths:</b>	0 0 0 0 1
<b>Add'l Fixtures:</b>	0 0 0 0 0

Replacement Costs	
<b>Base Price:</b>	204,520
<b>Additions:</b>	1,100
<b>Unfinished Area:</b>	0
<b>Basement:</b>	0
<b>Attic:</b>	0
<b>Plumbing:</b>	4,450
<b>Heating A/C Adj.:</b>	8,180
<b>FBLA:</b>	0
<b>Rec Room:</b>	0
<b>Fire Place:</b>	0
<b>Basement Garage:</b>	0
<b>Exterior Trim:</b>	0
<b>Subtotal:</b>	218,250
<b>Grade Factor:</b>	1.08
<b>C &amp; D Factor:</b>	0.00
<b>Total RCN:</b>	235,710
<b>Percent Good:</b>	0.92
<b>Eco Depr:</b>	0
<b>Func Depr:</b>	0
<b>Under Constcn %:</b>	0
<b>Market Adj.:</b>	0.00
<b>Total RCNLD:</b>	216,900

Addition Information					
Low	1st	2nd	3rd	Area	Points
	33			108	1100

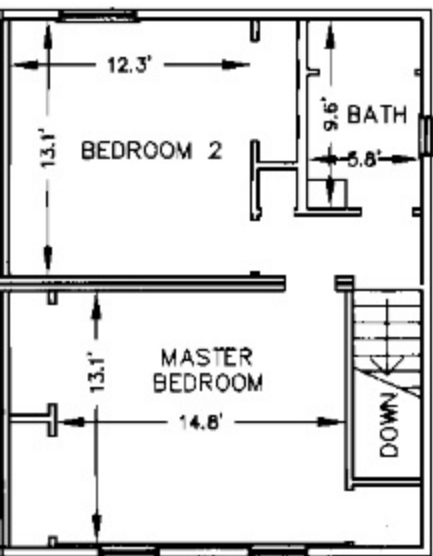


Descriptor/Area  
 A: 2Fr/B  
 616 sqft  
 B: CPAT  
 108 sqft

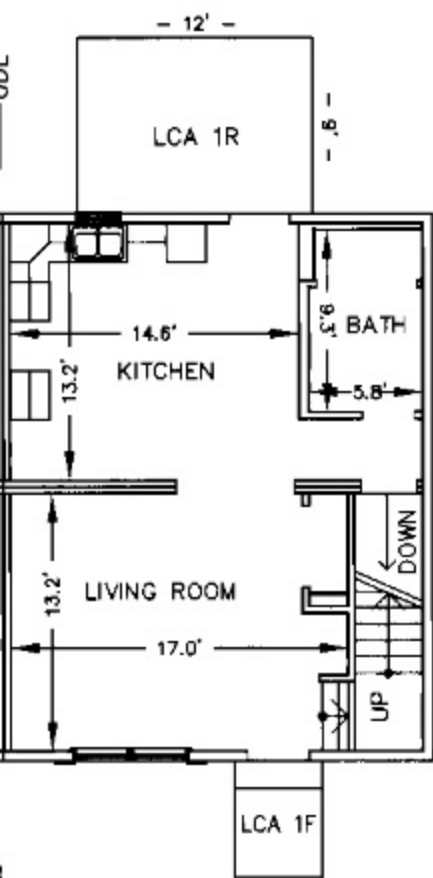


**2022 Annual taxes: \$5,196.10**  
**2022 Tax rate: \$21.70 per \$1,000**  
**Back real estate taxes as of 6/11/23: \$2,993.33**  
**Back sewer and water charges: unknown**

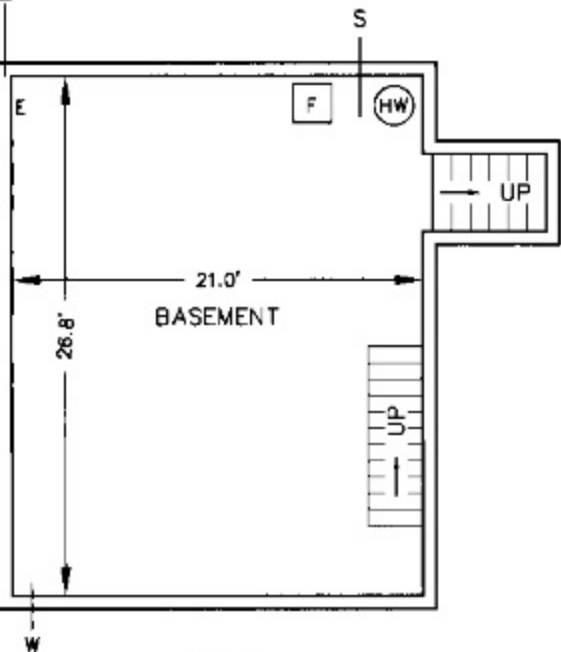




570 S.F.



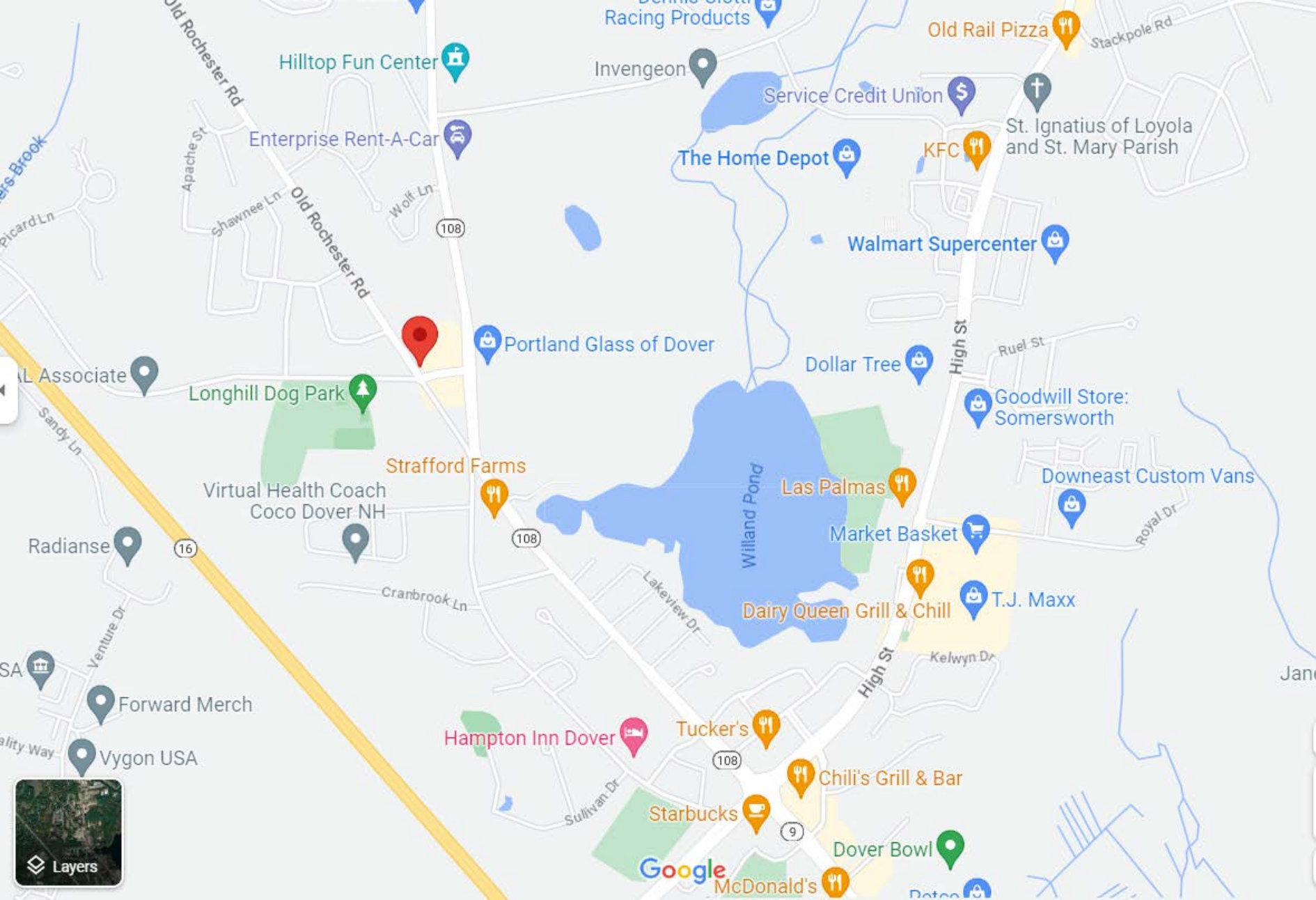
570 S.F.



596 S.F.

UNIT 1

21.4' x 26.6'



Ben's Bait & Tackle  
Racing Products

Old Rail Pizza

Hilltop Fun Center

Invengoon

Service Credit Union

St. Ignatius of Loyola  
and St. Mary Parish

Enterprise Rent-A-Car

The Home Depot

KFC

Shawnee Ln  
Wolf Ln

Old Rochester Rd

108

Walmart Supercenter



Portland Glass of Dover

Dollar Tree

Goodwill Store:  
Somersworth

L Associate

Longhill Dog Park

Strafford Farms

Virtual Health Coach  
Coco Dover NH

108

Las Palmas

Downeast Custom Vans

Radianse

16

Market Basket

Sandy Ln

Cranbrook Ln

Lakeview Dr

Willand Pond

Market Basket

Dairy Queen Grill & Chill

T.J. Maxx

SA

Venture Dr

Forward Merch

Hampton Inn Dover

Tucker's

108

Chili's Grill & Bar

Quality Way

Vygon USA

Sullivan Dr

Starbucks

9

Dover Bowl



Google

McDonald's

Danco

FORECLOSURE REAL ESTATE PURCHASE AGREEMENT

The undersigned Representative of Northeast Credit Union (hereinafter "Seller"), holder of a certain mortgage on real property situate in Dover, County of Strafford and State of New Hampshire described as 1 Tamarack Drive, Unit 1 (hereinafter "Premises"), has on this 6<sup>th</sup> day of June, 2023 conducted a foreclosure sale of said premises pursuant to said mortgage.

1. TERMS — Purchase Price and Payment:

The successful bid price is: \_\_\_\_\_

Additional Terms, if any \_\_\_\_\_

TOTAL PURCHASE PRICE: \_\_\_\_\_

The deposit, receipt of which is acknowledged, is and is NON-REFUNDABLE, except as provided below.     \$5,000    

Additional deposit, if any: \_\_\_\_\_

The balance due at transfer of title is: \_\_\_\_\_

2. TRANSFER OF TITLE: Title shall be transferred by such documents as are required by law, pursuant to foreclosure sale, in the state in which the premises is located. Title shall be transferred on or before Thursday, July 6<sup>th</sup>, 2023 at the Strafford County Registry of Deeds at 10:00 a.m.

3. TENANTS/PERSONS IN POSSESSION: Seller makes no representations as to the claims, if any, of tenants, occupants and/or persons in possession of the premises at the time of the foreclosure sale and/or transfer of title. Purchaser understands and hereby agrees that Seller is not responsible to deliver the premises free of claims of occupants, tenants, and/or persons in possession of the premises, if any, at the time of the foreclosure sale and/or transfer of title.

4. TAXES/LIENS: Purchaser understands and agrees that said premises is conveyed subject to unpaid taxes, prior liens and/or enforceable encumbrances and that Seller has disclosed that there may be unpaid taxes, prior liens and/or enforceable encumbrances.

5. TITLE EXAMINATION: If Purchaser desires an examination of title, he shall be responsible for the cost thereof.

6. OBLIGATIONS: This instrument is to be construed as a New Hampshire contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the Seller and the Purchaser. If two or more persons are named herein as Purchasers and Sellers, their obligation hereunder shall be joint and several.

7. TIME: Time is of the essence as to all dates referenced herein. Where necessary to effectuate the intent of the parties, the Agreement herein shall survive the closing. The terms and conditions hereof shall bind and the benefits inure to the parties hereto and their heirs, devisees, personal representatives, successors and assigns.

8. DEFAULT: In the event the Purchaser fails to perform Purchaser's covenants and agreements hereunder, Purchaser shall forfeit Purchaser's deposit and, in addition, shall be responsible for all losses and expenses incurred by the Seller as a result of Purchaser's nonperformance, including without limitation, all costs and expenses, including reasonable attorney's fees, incurred by Seller in conducting another foreclosure sale of the premises. Purchaser shall also be responsible to Seller for the difference between the amount of Purchaser's bid for the property at the foreclosure sale and the amount bid at any subsequent foreclosure sale if the subsequent bid is lower than the Purchaser's bid.

9. PRIOR STATEMENTS: All representations, statements and agreements heretofore made between the parties hereto are merged in this Agreement, which alone fully and completely expresses their obligations. This Agreement is entered into by each party after opportunity for investigation. Neither party is relying on any statements or representations not embodied in this Agreement made by the other or on his behalf, including but not limited to those statements or representations contained in the Notice of Mortgagee's Sale, brochures, or any advertisements regarding this sale.

10. WARRANTIES: The premises is conveyed "AS IS." Seller hereby makes no warranties, implied or expressed, with regard to this transaction.

11. INFORMATION: The Purchaser is further informed that all information prepared by the Auctioneer relative to this auction sale has been prepared solely for the convenience of the Purchaser and there is no warranty or guaranty pertaining to the accuracy of the same, other than said information is reasonably correct, by the Auctioneer, the Seller or the Attorney or other representative of the Seller.

12. DAMAGE: All risk of loss or damage, howsoever caused, shall be borne by the Purchaser as of the time his bid is accepted by the Auctioneer and any such loss or damage will not release the Purchaser from paying the purchase price in full. The Purchaser shall also be solely and exclusively responsible for gaining occupancy or possession of any portion of the premises including the institution of eviction proceedings if necessary.

13. DEPOSIT: The sale shall not be complete until the successful bidder has made the required deposit, which shall be forfeited if he does not perform his part of the agreement. In case of forfeiture, the deposit shall become the property of the Seller and shall not be applied on the Mortgage debt and such forfeiture shall not release the Purchaser from his agreement unless so specified in writing.

14. SUBSTITUTION: The Seller reserves the right to substitute itself for the second highest bidder in the event the second highest bidder shall default, the Mortgagee having reserved the right to sell to the second highest bidder in the event of the default by the highest bidder.

15. SELLER DEFAULT: If the Seller is unable to convey good record title to the successful bidder for any reason, the Seller's sole responsibility shall be the return of any deposit paid. The successful bidder shall thereafter have no further recourse against the Seller, the Seller's Attorney or the Auctioneer and the obligations of all parties under this Foreclosure Real Estate Purchase Agreement shall be null and void.

16. ADDITIONAL PROVISIONS: Purchaser shall be responsible for payment of all recording fees and the New Hampshire transfer tax.

WITNESS our hands this 6<sup>th</sup> day of June, 2023.

MORTGAGEE / SELLER –  
Northeast Credit Union

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Purchaser

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

Address: \_\_\_\_\_

\_\_\_\_\_  
Phone Number: \_\_\_\_\_

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Purchaser

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