

# AUCTION



## 3-Bedroom Colonial on .72 Acre Lot Derry, New Hampshire

**Friday, January 12<sup>th</sup> at 11:00 a.m.**

**12 Lawrence Street** is a two-story Colonial built in 2002 on a .72-acre lot. The home is comprised of 3 bedrooms, 2.5 bathrooms and totals 2,039+/- sq.ft. with a full, unfinished basement totaling 1,062 sq.ft. The home has central ac, a large side deck, and is serviced by public water and sewer. Map 26, Block 87.

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

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

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



## NOTICE OF MORTGAGEE'S SALE

Pursuant to a power of sale contained in a certain mortgage conveyed by **Steven J. Robichaud** and **Heather A. Robichaud** (collectively the "Mortgagor") to Service Credit Union (the "Mortgagee"), dated November 27, 2018 recorded at the Rockingham County Registry of Deeds at Book 5965, Page 2052, as amended by agreement dated October 5, 2020 recorded at Book 6362, Page 2969 (collectively the "Mortgage Deed") notice is hereby given that on Friday, January 12, 2024 at 11:00am the Mortgagee will auction at public auction a certain tract of land with improvements thereon, located at 12 Lawrence Street, Town of Derry, County of Rockingham, and State of New Hampshire (the "Mortgaged Premises"). The sale will be held on the Mortgaged Premises. Reference is made to the Mortgage Deed for a metes and bounds description of the Mortgaged Premises and for a statement of easements, covenants, restrictions, rights and other matters, if any, affecting the Mortgaged Premises, the same as if set forth in full herein.

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

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

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

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

**RESERVATION OF RIGHTS:** The Mortgagee reserves the right to: (i) continue the foreclosure sale to such subsequent date or dates as the Mortgagee may deem necessary or desirable, (ii) bid

upon and purchase the Mortgaged Premises, (iii) reject without cause, any and all of the bids for the Mortgaged Premises; and (iv) amend or change the Terms of Sale set forth herein and by announcement, written or oral, made before or during the foreclosure sale, with all such change(s) or amendment(s) to be binding upon all bidders.

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

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

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

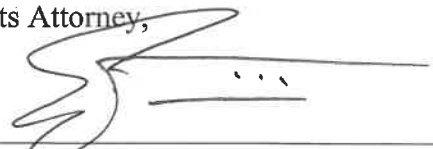
FOR INFORMATION ON GETTING HELP ON HOUSING AND FORECLOSURE ISSUES, PLEASE CALL THE FORECLOSURE INFORMATION HOTLINE AT (800) 437-5991. THE HOTLINE IS A SERVICE OF NEW HAMPSHIRE BANKING DEPARTMENT. THERE IS NO CHARGE FOR THIS CALL.

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

SERVICE CREDIT UNION

By its Attorney,

By:



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

# 12 LAWRENCE ST

**Location** 12 LAWRENCE ST

**Mblu** 26/ 087/ / /

**Acct#**

**Owner** ROBICHAUD STEVEN J

**Assessment** \$497,500

**PID** 7513

**Building Count** 1

## Current Value

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$313,500	\$184,000	\$497,500

## Owner of Record

**Owner** ROBICHAUD STEVEN J  
**Co-Owner** ROBICHAUD HEATHER A  
**Address** 12 LAWRENCE ST  
DERRY, NH 03038

**Sale Price** \$0  
**Book & Page** 5965/2050  
**Sale Date** 12/03/2018  
**Instrument** 38

## Ownership History

Ownership History				
Owner	Sale Price	Book & Page	Instrument	Sale Date
ROBICHAUD STEVEN J	\$0	5965/2050	38	12/03/2018
ROBICHAUD STEVEN	\$0	5102/0871	38	04/12/2010
ROBICHAUD STEVEN J	\$30,000	3782/1357	10	06/06/2002
BELLEMORE RICHARD	\$0	3758/0740	1B	04/15/2002
BELLEMORE RICHARD	\$0	2665/2517		

## Building Information

### Building 1 : Section 1

**Year Built:** 2002  
**Living Area:** 2,039  
**Replacement Cost:** \$390,743  
**Building Percent Good:** 80  
**Replacement Cost**  
**Less Depreciation:** \$312,600



### Building Attributes

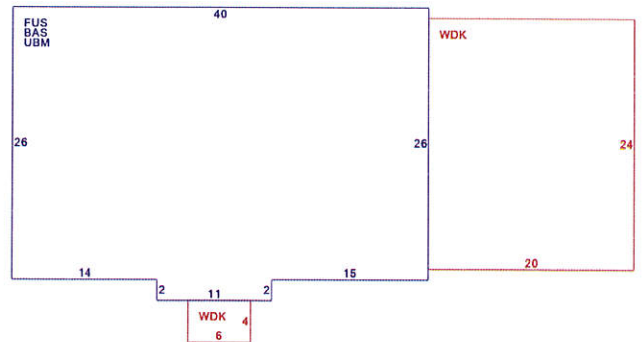
Field	Description
Style:	Colonial/ Garrison
Model	Residential
Grade:	B-
Stories:	2
Occupancy	1
Exterior Wall 1	Vinyl/ Aluminu
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Flr 1	Carpet
Interior Flr 2	
Heat Fuel	Gas
Heat Type:	Hot Water
AC Type:	Central
Total Bedrooms:	3 Bedrooms
Total Bthrms:	2
Total Half Baths:	1
Total Xtra Fixtrs:	0
Total Rooms:	8
Bath Style:	02
Kitchen Style:	Average
Total Fixtures	
Attic	None
Bsmt	Full
Num Park	
Fireplaces	
MHP	
Fndtn Cndtn	
Basement	

### Building Photo



([https://images.vgsi.com/photos/DerryNHPhotos/A0015\7513\\_15763.JPG](https://images.vgsi.com/photos/DerryNHPhotos/A0015\7513_15763.JPG))

### Building Layout



(ParcelSketch.ashx?pid=7513&bid=7513)

Building Sub-Areas (sq ft)			Legend	
Code	Description	Gross Area	Living Area	
BAS	First Floor	1,062	1,062	
FUS	Upper Story, Finished	1,062	977	
UBM	Basement, Unfinished	1,062	0	
WDK	Deck, Wood	504	0	
		3,690	2,039	

### Extra Features

Extra Features	Legend
No Data for Extra Features	

**Land**

**Land Use**

**Use Code** 1010  
**Description** SINGLE FAMILY  
**Zone** MHR2  
**Neighborhood** 201  
**Alt Land Appr** No  
**Category**

**Land Line Valuation**

**Size (Acres)** 0.72  
**Frontage**  
**Depth**  
**Assessed Value** \$184,000

**Outbuildings**

Outbuildings						<u>Legend</u>
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
SHD1	SHED FRAME			108.00 SF	\$300	1
SHD1	SHED FRAME			160.00 SF	\$600	1

**Valuation History**

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$313,500	\$184,000	\$497,500
2021	\$220,100	\$140,100	\$360,200
2020	\$220,100	\$140,100	\$360,200

# Town of Derry Real Estate Tax Bill

14 Manning Street, Derry, NH 03038

Second Bill

8.00% APR Interest Charged After the Due Date

TAX YEAR	BILL NUMBER	BILLING DATE	INTEREST DATE	DUE DATE
2023	00009444	11/16/2023	12/28/2023	12/27/2023

PARCEL ID	LOCATION OF PROPERTY
26-087	12 LAWRENCE ST

OWNER OF RECORD	TAX CALCULATION
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ROBICHAUD STEVEN J  
ROBICHAUD HEATHER A  
12 LAWRENCE ST  
DERRY, NH 03038

Gross Tax \$10,288.30  
Less Credits \$0.00

Less Tax Payments -\$4,740.35  
Interest \$0.00

**Amount Due \$5,547.95**

12/27/2023

ASSESSED VALUATION	TAX DOLLARS BY RATE	%	TAX RATE PER \$1000
Buildings \$313,500.00	Municipal \$2,955.15	29	Municipal \$5.940
Land Value \$184,000.00	School \$6,303.32	15	School \$12.670
Exemptions \$0.00	ED. Tax \$701.48	7	ED. Tax \$1.410
	County \$328.35	3	County \$0.660
<b>NET VALUE \$497,500.00</b>	<b>TOTAL \$10,288.30</b>		<b>TOTAL \$20.680</b>

INSTALLMENTS
First Bill \$4,736.20
Second Bill \$5,552.10

## INFORMATION FOR TAXPAYER

The Taxpayer has the right to apply in writing, by March 1st after the notice of the tax, to the selectmen or assessor(s) for an abatement or deferral of the assessed tax as provided under RSA's 76:16 and 72:38-a.

For more information please see the reverse side of this bill.

**Tax Collector Information** (603) 432-6106  
M-F 7 am - 5 pm

**Please make checks payable to:** Tax Collector - Derry  
**And mail to:** 14 Manning St.  
Derry, NH 03038

Please detach and return with your payment

## Town of Derry Real Estate Tax Bill

14 Manning Street, Derry, NH 03038

Second Bill

TAX YEAR	BILL NUMBER	BILLING DATE
2023	00009444	11/16/2023

INTEREST DATE	DUE DATE
12/28/2023	12/27/2023

PARCEL ID	LOCATION OF PROPERTY
26-087	12 LAWRENCE ST

CURRENT AMOUNT DUE
<b>\$5,547.95</b>

OWNER OF RECORD
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ROBICHAUD STEVEN J  
ROBICHAUD HEATHER A  
12 LAWRENCE ST  
DERRY, NH 03038

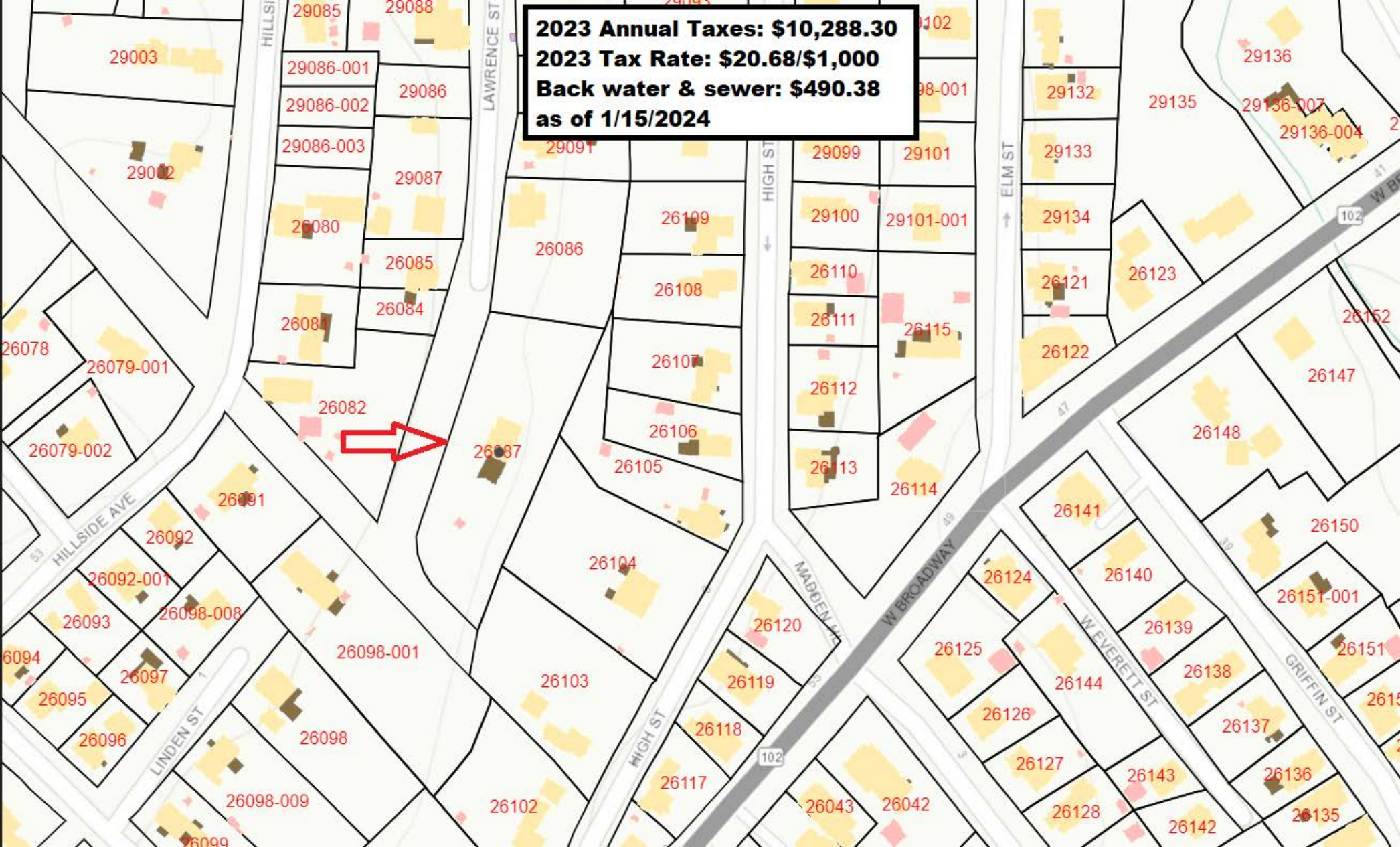
Please write your parcel number on your check and enclose this portion of the bill with your payment.

Make checks payable to:  
Tax Collector - Derry

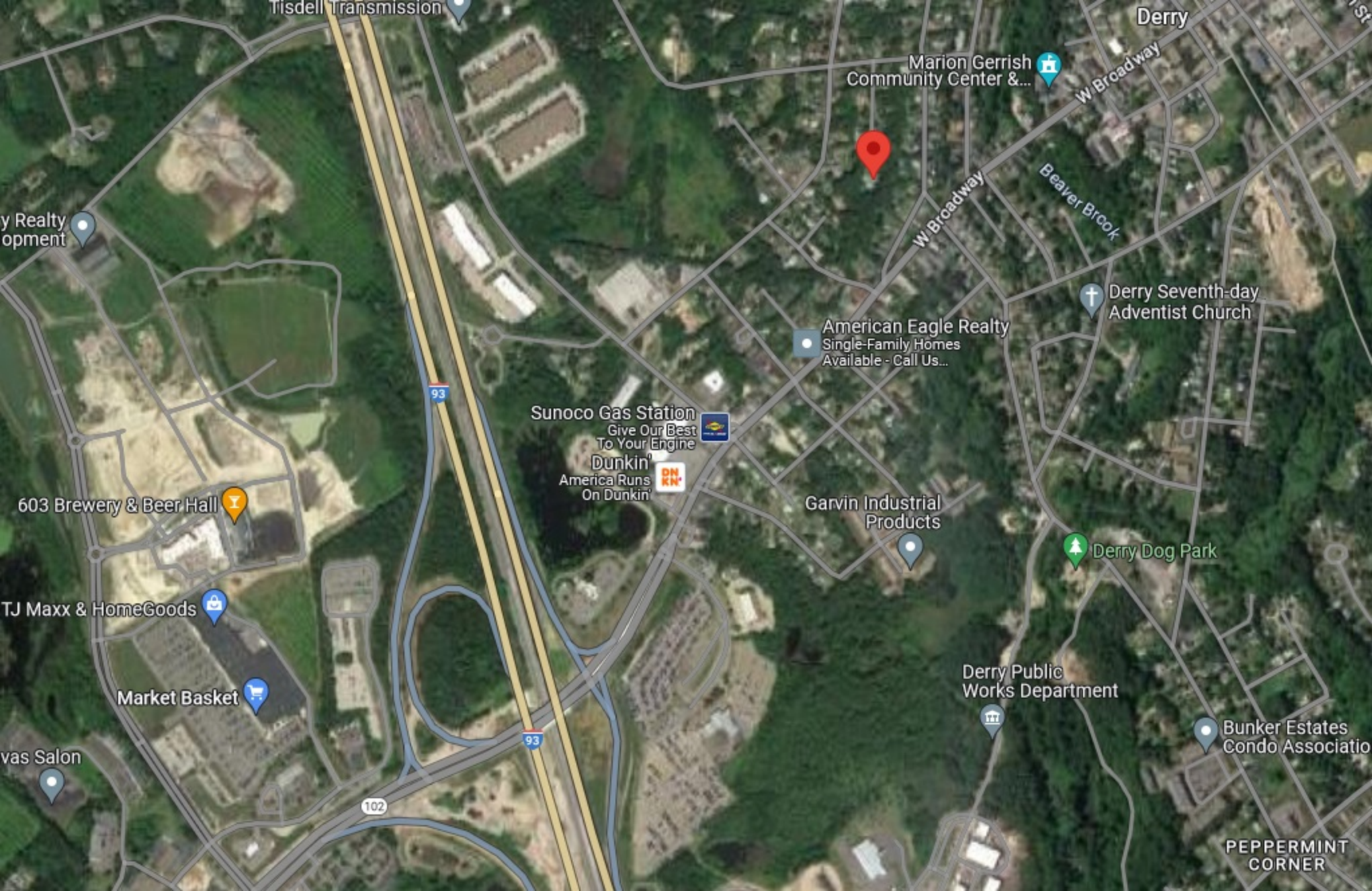
25842082023000009444100005547955



**2023 Annual Taxes: \$10,288.30**  
**2023 Tax Rate: \$20.68/\$1,000**  
**Back water & sewer: \$490.38**  
**as of 1/15/2024**







Tisdell Transmission

Derry

Marion Gerrish  
Community Center &...

W Broadway

Beaver Brook

y Realty  
opment

Derry Seventh-day  
Adventist Church

American Eagle Realty  
Single-Family Homes  
Available - Call Us...

Sunoco Gas Station  
Give Our Best  
To Your Engine  
Dunkin'  
America Runs  
On Dunkin'

Garvin Industrial  
Products

Derry Dog Park

603 Brewery & Beer Hall

TJ Maxx & HomeGoods

Market Basket

vas Salon

Derry Public  
Works Department

Bunker Estates  
Condo Associatio

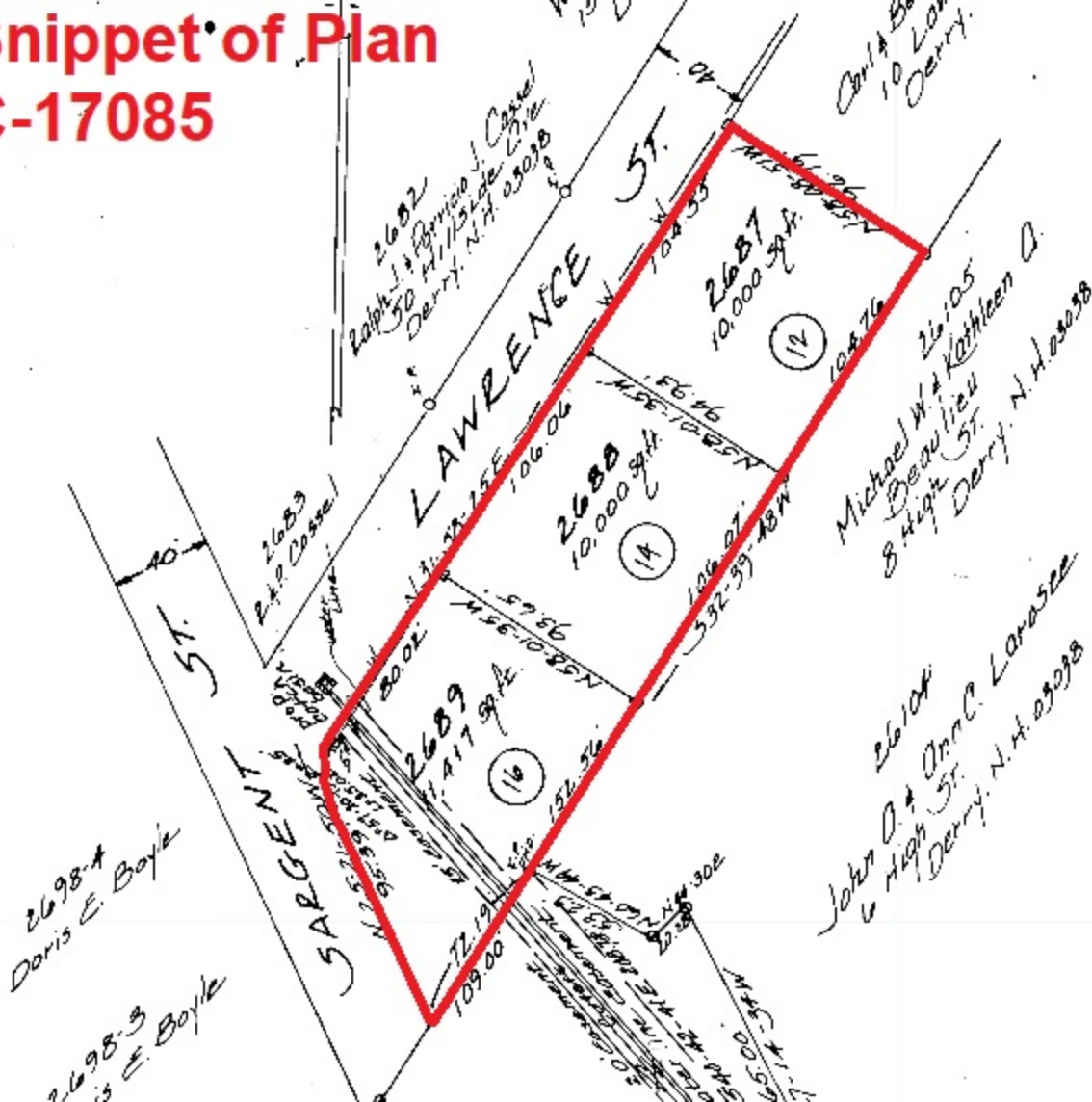
102

93

93

PEPPERMINT  
CORNER

# Snippet of Plan C-17085



**TOWN OF DERRY**  
**MAP 116 PARCELS**  
 OWNER: Richard Bellemo  
 36 Birch St  
 Derry, N.H. 03038

**Notes:**  
 1. This plan is drawn for the purpose of changing the lot lines between lots 2687, 2688 and 2689, and adding an easement to lot 26103.  
 2. Reference: Plan of House Lots in Derry, N.H., owned by John A. Walker, Jr., known as "The Highlands"



SALES AGREEMENT AND DEPOSIT RECEIPT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between Service Credit Union hereinafter referred to as SELLER and \_\_\_\_\_, with an address of \_\_\_\_\_ hereafter referred to as BUYER.

SELLER hereby agrees to sell and convey to BUYER and BUYER hereby agrees to purchase from SELLER, subject to the terms and conditions set forth herein, a certain parcel of land with the buildings thereon located at 12 Lawrence Street, Town of Derry, County of Rockingham, and State of New Hampshire said property being further described in mortgage to SELLER from Steven J. Robichaud and Heather A. Robichaud dated October 5, 2020 recorded at the Coos County Registry of Deeds at Book 6362, Page 2969.

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

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

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

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

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

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

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

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

**Radon Gas:** Radon gas, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or water.

**Lead Paint:** Before 1977, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present.

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

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

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

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

Date: \_\_\_\_\_

SELLER:

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

Date: \_\_\_\_\_

BUYER:

Phone # \_\_\_\_\_  
E-mail: \_\_\_\_\_