

NOTICE OF MORTGAGEE/SECURED PARTY SALE

Pursuant to the grant and power of sale contained in a certain Mortgage and Security Agreement (the "**Mortgage**") dated September 26, 2006, as recorded with the Merrimack County (N.H.) Registry of Deeds at Book 2930 Page 1677, Northway Bank ("**Mortgagee**"), as holder of the Mortgage, will sell at public auction, for condition broken, the following:

Real Estate to be Sold: A certain tract or parcel of land with the buildings and improvements thereon, believed to have an address of 776 Franklin Highway, East Andover, Merrimack County, New Hampshire (the "**Premises**"), as described more fully in the Mortgage, together with any easements, covenants, restrictions, and appurtenant rights, if any, as detailed therein. The Premises are believed to be designated as Town of Andover Assessor's Map 16, Lot 717-169. In the event of any discrepancy between the description of the Premises contained in this notice and the Premises as described in the Mortgage, the terms of the Mortgage shall control.

Personalty to be Sold: Personal property, including but not limited to furnishings, fixtures, inventory and equipment, if any, located at or used in connection with the Premises and subject to the Mortgage, and as Mortgagee may designate or describe at the sale (the "**Personalty**").

Date, Time and Place of Sale: The auction sale shall be held at the Premises on **July 20, 2009 at 2:00 p.m.**

Terms of Sale: The Premises and any included Personalty will be sold subject to any and 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 the Mortgage. The Premises shall be offered and sold as an entirety. Any Personalty included in the sale may be offered and sold with the Premises or separately, as an entirety, in lots, by the piece, selectively, or in some combination thereof, at Mortgagee's sole discretion. Both the Premises and any included Personalty will be offered and sold "AS IS and WHERE IS." Mortgagee makes no representations or warranties with respect to (a) the accuracy of any statement as to the boundaries, acreage, frontage or other matters contained in the description of the Premises contained in the Mortgage or (b) any description, characterization, or condition of any Personalty that may be offered at the sale.

In order to qualify to bid at the foreclosure sale, interested persons must present to the Mortgagee or its agent at time of auction a Five Thousand Dollar (\$5,000.00) deposit (the "**Deposit**") in cash or by certified check, cashier's or treasurer's check or bank draft ("**Satisfactory Funds**") or other form of payment acceptable to Mortgagee in its sole discretion. The successful bidder shall also deliver to Mortgagee, within five (5) days following the auction, time being of the essence, either (i) additional Satisfactory Funds in the amount necessary to increase the Deposit to ten percent (10%) of the total amount of the winning bid or (ii) written proof acceptable to Mortgagee, in its sole discretion, of the successful bidder's financial ability to timely pay the

balance of the bid price. Deposits of unsuccessful bidders shall be returned at the conclusion of the public auction.

The successful bidder shall be required to sign a Memorandum Agreement of Sale (the “**Memorandum**”) at the conclusion of the public auction and must pay the balance of the bid price in full, **together with 100% of all real estate transfer taxes** thereon, in Satisfactory Funds, upon Mortgagee’s tender of a foreclosure deed to the Premises and (if applicable) a secured party’s quitclaim bill of sale for any Personalty, within forty-five (45) days following the sale date (the “**Closing**”), *time being of the essence*. Mortgagee shall have the right to retain the Deposit in the event that the successful bidder fails or refuses to execute the Memorandum or to timely complete the purchase on the terms set forth in the Memorandum. Mortgagee expressly reserves, in addition to its right to retain the Deposit, all rights at law and equity to enforce or recover damages with respect to any breach of the Memorandum. Unless otherwise provided in the Memorandum, all additional terms and conditions announced at the sale by Mortgagee or its agents shall be deemed incorporated in the Memorandum.

Reservation of Rights: Mortgagee reserves the right, in its sole discretion, (i) to suspend, postpone, or continue the sale to such subsequent date or dates as the Mortgagee may deem necessary or desirable; (ii) to bid upon and purchase the Premises and (if applicable) the Personalty; (iii) to reject any and all bids for the Premises and (if applicable) the Personalty, for any reason; (iv) without in any way limiting Mortgagee’s right to retain the Deposit of a successful bidder who fails to execute the Memorandum or to complete the purchase on the terms described therein, to convey the Premises and (if applicable) the Personalty to the next highest bidder at the sale, then agreeing to purchase, for the highest price bid thereby, with such purchase to be otherwise in accordance with the terms of the Memorandum; (v) at Mortgagee’s election, and without obligation, to purchase the Premises and (if applicable) the Personalty for itself at the price bid by the bidder who failed to close; and (vi) to amend or alter the terms of sale set forth herein by announcement, written or oral, made before or during the foreclosure auction, with any such amendment to be binding on all bidders.

NOTICE TO MORTGAGOR AND ANY PERSON CLAIMING UNDER SAME:
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.

For further information with respect to the foreclosure auction, please contact
Auctioneer, Paul McInnis, CAI, AARE, Paul McInnis Inc., One Juniper Road, North Hampton,
NH 03862
Telephone: (603) 964-1301

Dated this 24th day of June 2009.

NORTHWAY BANK, By Its Attorneys, PRETI FLAHERTY BELIVEAU & PACHIOS,
PLLP, By Gregory A. Moffett, Esq., P.O. Box 1318, Concord, NH 03302-1318, (603) 410-
1525