

NOTICE OF MORTGAGEE'S SALE

Pursuant to a power of sale contained in a certain mortgage conveyed by **Duhamel Holding LLC** (the "Mortgagor") to Laconia Saving Bank (the "Mortgagee"), dated July 19, 1999 recorded at the Belknap County Registry of Deeds at Book 1541, Page 500, as modified by mortgage modification dated December 9, 2011 and recorded at Book 2750, Page 873, (collectively the "Mortgage Deed") notice is hereby given that on Thursday, March 1, 2012 at 11:00 AM, the Mortgagee will auction at public auction a certain tract of land and the improvements thereon (the "Mortgaged Premises"). The sale shall be held on the Mortgaged Premises which has an address of 405 Union Avenue, City of Laconia, County of Belknap, State of New Hampshire. 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.

TERMS: 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, a Five Thousand Dollars (\$5,000.00) 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.

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

LACONIA SAVINGS BANK

By its Attorney,

By 

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