

AUCTION



3-Bedroom Raised Ranch Home Rochester, New Hampshire

Thursday, February 2nd at 11:00 a.m.

658 Portland Street is a 3-bedroom, 1.75-bath, raised ranch style home built in 1970 on a .29 acre, corner lot. The 1,002 sq.ft. home, includes a full basement, rear deck, 1-car under garage and is serviced by public water and sewer. Map 109, Lot 79.

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:	
<ul style="list-style-type: none">• 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	
<ul style="list-style-type: none">• 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)	
<hr/>	
Signature of Consumer	Date
Signature of Consumer	Date
<hr/>	
Provided by: Name & License #	Date
(Name and License # of Real Estate Brokerage Firm)	
<hr/>	
<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 Nancy M. Fall to Northeast Credit Union, which Mortgage is dated September 9, 2011 and recorded in the Strafford County Registry of Deeds on September 15, 2011 at Book 3953, Page 0632, 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 658 Portland Street, Rochester, Strafford County, New Hampshire 03867 described in said Mortgage at PUBLIC AUCTION on

THURSDAY, FEBRUARY 2, 2023

At **11:00 A.M.** on the premises located at

**658 Portland Street
Rochester, Strafford County, New Hampshire 03867**

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 OR VIA EMAIL AT 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" and 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 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 9th day of December 2022

NORTHEAST CREDIT UNION

By its attorneys,
KALIL & LaCOUNT

By: 

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

CURRENT OWNER		UTILITIES		TOPO		ZONING		CURRENT ASSESSMENT												
FALL NANCY M P O BOX 1505 ROCHESTER NH 03866-1505		0	CITY WATER R	0	LEVEL	R1	RESIDENCE 1	Description	LUC Co	Prior Assessed	Current Assesse			101,500 53,600						
		0	NONE	NEIGHBORHOOD		NHBD NAME		BLDG LAND	101 101	101,600 53,600	101,500 53,600									
		0	CITY SEWER	1010		RURAL NORTH														
		UTL/ST/TRAF		EXEMPTIONS																
0	NONE	Year	Code	Description																
0	PAVED	2021	65	ELDERLY 65																
0	MEDIUM																			
LEGAL DESCRIPTION												Total		155,200	155,100					
SALES INFORMATION- GRANTEE		BOOK/PAGE	SALE DATE	SALE PRICE	SALE CODE		PREVIOUS ASSESSMENTS (HISTORY)													
FALL NANCY M		3080 1	10-08-2004	197,533	02		Year	Descri	Prior Assesse	Year	Descri	Prior Assess	Year	Descri	Prior Assesse					
HANSON ROBERT S & CATHERINE M		2187 196	11-12-1996	4,000	38		2019	BLDG	101,600	2020	BLDG	101,600	2020	BLDG	101,600					
HANSON FAMILY REVOCABLE TRUST		1883 90	08-16-1996	4,000	44			LAND	53,600		LAND	53,600		LAND	53,600					
HANSON, PHILIP S & RUTH E		876 337	09-17-1970	0	99															
								Total		155,200	Total		155,200	Total		155,200				
BUILDING NOTES												APPRAISED VALUE SUMMARY								
LOT # 2-A												Appraised Building Value (Card)				101,500				
												Appraised Extra Feature Value (Bldg)				0				
												Appraised Outbuilding Value (Bldg)				0				
												Appraised Land Value (Bldg)				53,600				
												Total Appraised Parcel Value				155,100				
												Valuation Method				C				
												Total Appraised Parcel Value				155,100				
BUILDING PERMIT RECORD												VISIT / CHANGE HISTORY								
Issue Date	Permit Id	Description	Price	Insp Date	% C	Stat	Notes					Date	Id	Purpost/Result	Notes					
												01-13-2020	DF	EXMPT ADD	CHG FROM DI					
												03-28-2019	DF	EXMPT ADD	FOR 2019- DIS;					
												05-28-2009	NM	INTER ONLY	Q;					
												05-20-2009	NM	EXT ONLY	Q;					
												10-20-2004	VW	OWN ADD CHG						
												10-15-2004	VW	DEED CHANGE						
												01-18-2001	GN	NO INSP	S:					
LAND LINE VALUATION SECTION																				
B	LUC	Description	LandU	Land Type	Loc Adj	UnitPric	Size Adj	Cond	Nbhd	Nb Adj	Inf1	Inf1 Adj	Inf2	Inf2 Adj	Inf3	Inf3 Adj	Adj UnitPrice	Appraised Value	Assessed Value	Notes
1	1010	SINGLE FA	0.290	PRIMARY	P	1.000	60,000	3.08103	1.00	1010	1.000						184,860	53,600	53,600	
Total Card Land Units			0.29	AC	Parcel Total Land Area			0.29	AC	Total Land Value			53,600							



1 SPRUCEWOOD DR

0.28 AcC 662 PORTLAND ST

78
0.25 Ac

19A

2A

79
0.29 AcC 658 PORTLAND ST

69
ASHWOOD DR
0.32 AcC

203 Annual Taxes: \$3,921
2022 Tax Rate: \$25.28/\$1,000
Back real estate taxes as of
12/23/22: \$4,832

652 PORTLAND ST

1A

FORECLOSURE REAL ESTATE PURCHASE AGREEMENT

The undersigned Representative of Northeast Credit Union (hereinafter "Seller"), holder of a certain mortgage on real property situate in Rochester, County of Strafford and State of New Hampshire described as 658 Portland Street, (hereinafter "Premises"), has on this 2nd day of February, 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 Friday, March 3rd, 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 2nd day of February, 2023.

MORTGAGEE / SELLER –
Northeast Credit Union

Witness

By:

Witness:

Purchaser

Printed Name: _____

Address: _____

Phone Number: _____

Witness:

Purchaser

Printed Name: _____