## **MEMORANDUM OF SALE**

## 40 South Village Road, Loudon, New Hampshire

		Date: January 31, 2023
I, acknowledge that I have this day agreed to purchas from GreenLake Real Estate Fund, LLC (hereinafte at and numbered: 40 South Village Road, Loudon, S	r referred to as the "Seller"	Auction Foreclosure Sale ), The real estate situated
	(\$	) Dollars
Buyer hereby agrees to comply with all of the terms well as the additional terms, which are attached here Dollars (\$10,000.00) as a non-refundable deposit on Percent (10%) of the final bid amount within forty-eig Deachman & Associates, PLLC, 1662 Elm Street, M 603-665-9111, email address mvanzanten@cda-law Seller in the event that Buyer fails to comply with forfeitures, said forfeitures shall not relieve the Buyer	eto. Buyer has this day paid the sale, with further paying ght (48) hours to be paid to Manchester, New Hampshir Manchester, Said deposit shall be any terms of the sale. Not	d to Seller Ten Thousand nent required to meet Ten the Law Offices of Craig, e 03101 (Telephone No.: be forfeited to the use of twithstanding any and all
The balance of the purchase price shall be paid in cas with the office of Craig Deachman & Associates, Pl 03101 within forty-five (45) Days. The said real es Deed upon receipt of the balance of the purchase p banking hours and time is of the essence.	LLC, 1662 Elm Street, Man tate will be conveyed by a	nchester, New Hampshire Mortgagee's Foreclosure
No personal property of any nature is included in mentioned in writing herein.	this contract or sale except	such as are particularly
In addition to the purchase price, the Buyer shall albills, municipal liens, tax titles, betterments and as New Hampshire (\$15.00 per thousand) with recording	sessments, and document to	ax stamps to the State of
Seller acknowledges that Seller has this day receive (\$10,000.00) as a non-refundable deposit towards numbered: 40 South Village Road in the Town of identified in a Mortgage recorded with the Merrim 0643, this day sold by said Auctioneer at public auc and all terms and conditions of the sale.	this purchase. The real Loudon, State of New Har ack County Registry of De	estate is situated at and mpshire, and specifically eeds at Book 3441, Page
	Buyer:	
	(print name)	
	(print name)	

(Address)

(telephone number)

Seller: GreenLake Real Estate Fund, LLC
By its Attorneys:
Craig Deachman and Associates PLLC
Authorized Agent

## **ADDITIONAL TERMS AND CONDITIONS**

The successful bidder shall be required to execute a Memorandum of Sale upon acceptance of the bid.

Subject property will be sold to the highest bidder who must make a deposit of Ten Thousand Dollars (\$10,000.00) in certified or treasurer's check or E-check through Earnnest payable to Paul McInnis LLC Escrow at time and place of sale with further payment required to meet Ten Percent (10%) of bid amount within forty-eight (48) hours. Balance of the purchase price is to be paid in cash, by certified check, bank cashier's check or by wire transfer with instructions to be provided upon request, in or within forty-five (45) days thereafter, to be delivered to the office of Craig Deachman and Associates, PLLC, 1662 Elm Street, Manchester, New Hampshire 03101. All of this to be accomplished during normal banking hours and time is of the essence.

If after the premises are sold the successful bidder shall refuse to execute a Memorandum of Sale, or if after signing, the bidder does not perform their part of the agreement, <u>all</u> funds being held shall be forfeited. In case of forfeiture, said funds shall become the property of the Seller and such forfeiture shall not release the successful bidder from this agreement. The Seller/Mortgagee reserves the right to convey the premises to the second highest bidder at the last highest bid without further notice by publication or otherwise under the same terms and conditions as were offered at today's foreclosure auction. Said second highest bidder will have three (3) days after notification by the foreclosing Mortgagee to make the required deposit and sign the foreclosure Memorandum of Sale. Should said second highest bidder refuse to execute a Memorandum of Sale or fail to so perform thereunder, then the Mortgagee shall have the option to purchase the premises for the amount of the second highest bid.

The premises are also being sold subject to any and all outstanding taxes, tax titles, municipal liens, water and sewer use charges, betterments, or assessments, superior encumbrances, occupants or leases, etc., if any there be.

The Buyer will be responsible for all taxes, water, sewer and refuse charges, interest, demands, late charges, etc., through the date of passing.

Initials:			
	(buyer)	(buyer)	
Addition	nally the Ruve	r will be responsible for $100\%$ of buyer and	1 c

Additionally, the Buyer will be responsible for 100% of buyer and seller's documentary recording stamps, plus any and all recording charges and surcharges as required by the Registry of Deeds.

The Buyer at this foreclosure sale is advised and made aware of the following:

- The premises shall be conveyed subject to any tenants and/or occupants and subject to any leases, if any, affecting the premises. No representation is made by the mortgage holder regarding security deposits, whether the present tenants/occupants are subject to rent control, or what the monthly rental income is from such tenancies;
- If as of this date there are any tenants/occupants on said premises and the Buyer at this foreclosure sale wishes to evict any such tenant/occupant, Buyer must do so at Buyer's own expense;
- 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.

- Subject to any Right of Redemption by the United States of America or its agencies or subsidiaries, if any there be;
- Risk of Loss: The Buyer acknowledges that from and after this date, the Buyer shall have the sole risk of loss and the Mortgagee shall have no responsibility for maintaining insurance on the premises. In the event that the premises is damaged by fire or other casualty after the date hereof, the Buyer shall remain obligated to consummate the sale without any reduction in the purchase price;
- In the event the Seller cannot convey title to the property as stipulated, the deposit and, if applicable, the balance of the purchase price shall be refunded and all rights hereunder shall cease and the Buyer shall have no recourse against the Seller or Seller's employees, agents and representatives whether at law or in equity and the obligations of all parties under this Memorandum of Sale shall be null and void;

Initials:		
	(buyer)	(buyer)

The Buyer is further advised that all information as shown in the newspaper advertisements and the brochure that has been used for mailing and/or distribution at this auction sale has been compiled purely for the convenience and assistance of the Buyer and while the information shown is assumed to be reasonably correct, it is not guaranteed and/or warranted by the Mortgagee, Auctioneer, Attorney for the Mortgagee, nor any representative of the Mortgagee;

• The Buyer is aware and acknowledges that the property is being sold "as is" and further acknowledges that no representations or warranties of any kind whatsoever have been made by or on behalf of the Mortgagee as to the condition, construction or fitness for habitation or whether it conforms to applicable state or local building and sanitary codes. Further, no representations or warranties have been made by or on behalf of the Mortgagee concerning zoning, state of title, utilities, condition of the premises or otherwise.

I, the Buyer at this Public Auction Sale, do hereby acknowledge that I have read the foregoing and agree to the terms and conditions as set forth and I further acknowledge receipt of a copy of these terms and conditions and a copy of the Auctioneer's Memorandum of Sale.

By its A	torneys:	Estate Fund, LL	<u>C</u>
	ed Agent		