

Live On-site with Online Bidding: Tuesday, January 31st at 11:00 a.m.

Paul McInnis LLC Auctioneer will sell at foreclosure auction, two aggregate excavation sites, a home with acreage and a general store with apartments at a single auction event. Bidding for all four properties will take place at **523-527 West River Road**, **Hooksett**, **NH** with online bidding available by request.





NH: Lic. #2089 • (603) 964-1301 • Ref. #23PM-01ABCD • Auction subject to all Terms of Sale © 2023 Paul McInnis LLC

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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 any party concerning the completeness or accuracy of the information. The information has been obtained from sources deemed reliable. While we do not doubt the accuracy, we have not verified it and make no guarantee, warranty or representation about it. Any projections, opinions, assumptions or estimates used are for example only and do not represent the current or future performance of the property. It is the potential offeror's responsibility to independently verify the accuracy and completeness 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 FORECLOSURE SALE

Pursuant to a power of sale contained in a certain mortgage deed given by PLOURDE SAND & GRAVEL CO., INC. to GreenLake Real Estate Fund, LLC, its successors or assigns, as lender, dated May 27, 2014, recorded in the Merrimack County Registry of Deeds at Book 3441, Page 0643 and First Amendment to Mortgage to GreenLake Real Estate Fund, LLC dated February 5, 2016, recorded in the Merrimack County Registry of Deeds at Book 3506, Page 2975 and Book 3507, Page 0890, in execution of said power, for mortgage conditions broken, will sell the following mortgaged premises

523-527 West River Road, Hooksett, Merrimack County, New Hampshire 13 Allenstown Road, Allenstown, Merrimack County, New Hampshire 84 South Village Road, Loudon, Merrimack County, New Hampshire 40 South Village Rad, Loudon, Merrimack County, New Hampshire

IN ACCORDANCE WITH NH RSA 479:25, III THE SALE SHALL BE HELD ON THE PREMISES OF 523-527 WEST RIVER ROAD, HOOKSETT, MERRIMACK COUNTY, NEW HAMPSHIRE AT,

PUBLIC AUCTION

on JANUARY 31, 2023 at 11:00 A.M. local time, all of said holder's right, title and interest in and to the real estate described in said mortgage deed.

This foreclosure sale will be made for the purpose of foreclosure of all rights of redemption of the said mortgagor(s) therein possessed by them and any and all persons, firms, corporations or agencies claiming by, from, or under them.

Said premises will be sold "as is" in all respects, including, but not limited to, the physical condition of the premises and the rights, if any, of any occupants of the premises.

To the mortgagor(s) and any and all persons, firms, corporations or others claiming by, from or under them: YOU ARE HEREBY NOTIFIED THAT YOU HAVE THE 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 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. The New Hampshire Banking Department can be contacted at 53 Regional Dr., #200, Concord, NH 03301 at Tel. No. 603.271.3561 and email at nhbd@banking.nh.org.

For Service of Process, Mortgagee's agent is Craig, Deachman & Associates, PLLC and address is 1662 Elm Street, Manchester New Hampshire 03101.

Terms of sale are as follows:

1. 523-527 West River Road, Hooksett, Merrimack County, New Hampshire a FIFTY THOUSAND AND 00/100 (\$50,000.00) cashiers, certified check or E Check, satisfactory to the said holder, to be paid at the time of the sale, with

further payment required to meet TEN Percent (10.00%) of bid amount within Forty-eight (48) hours of Sale Date. Thereafter the balance to be paid on delivery of foreclosure deed within FORTY-FIVE (45) days.

- 2. 13 Allenstown Road, Allenstown, Merrimack County, New Hampshire, a FIFTY THOUSAND AND 00/100 (\$50,000.00) cashiers, certified check or E Check satisfactory to the said holder, to be paid at the time of the sale, with further payment required to meet TEN Percent (10.00%) of bid amount within Forty-eight (48) hours of Sale Date. Thereafter the balance to be paid on delivery of foreclosure deed within FORTY-FIVE (45) days.
- 3. 84 South Village Road, Loudon, Merrimack County, New Hampshire, a TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00) cashiers, certified check or E Check satisfactory to the said holder, to be paid at the time of the sale, with further payment required to meet TEN Percent (10.00%) of bid amount within Forty-eight (48) hours of Sale Date. Thereafter the balance to be paid on delivery of foreclosure deed within FORTY-FIVE (45) days.
- 4. 40 South Village Rad, Loudon, Merrimack County, New Hampshire, a TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00) cashiers, certified check or E Check satisfactory to the said holder, to be paid at the time of the sale, with further payment required to meet TEN Percent (10.00%) of bid amount within Forty-eight (48) hours of Sale Date. Thereafter the balance to be paid on delivery of foreclosure deed within FORTY-FIVE (45) days.
- 5. Should high bidder fail to sign memorandum of sale or tender the additional deposit within 48 hours said deposit will become non-refundable and the Holder reserves the right to sell the property to the next highest or any other bidder.

Auction to be conducted by Paul McInnis, LLC, Live On-site bidding at 523-527 West River Road Hookset NH as well as Virtual On-line bidding will be available, please see website <u>http://paulmcinnis.com/</u> for further information. Same Terms of Sale apply. Funds to be made payable to Paul McInnis, LLC Escrow Account or by E Check via Earnest for online bidding (contact auctioneer for details) or other funds acceptable to the Holder. Properties will be offered in a manner as announced directed by the auctioneer.

Contact justin@paulmcinnis.com for Property Information Package for further property and bidding details.

The said holder reserves the right to waive any of the above terms at its discretion. The said holder reserves the right to cancel or postpone the sale to such subsequent dates as the holder may deem necessary or desirable.

GREENLAKE REAL ESTATE FUND, LLC By Its Attorneys, CRAIG, DEACHMAN & ASSOCIATES, PLLC 1662 Elm Street, Manchester, NH 03101 (603) 665-9111 November 23, 2022

GENERAL TERMS & CONDITIONS

Paul McInnis LLC has been retained by the Mortgagee to sell, at foreclosure auction, the four properties described in the Mortgagee's Notice of Sale.

LOCATION: The **Live Auction** for all four properties will take place on **Tuesday, January 31**st at **11:00 a.m. on-site at 523-527 West River Road in Hooksett, NH**. The auctioneer will <u>not</u> be on-site at the other three properties. All four properties are being sold individually.

BIDDING ON-SITE OR ONLINE: Bidders interested in bidding on any of the four properties will join the auctioneer at 523-527 West River Road. If a Bidder is unable to attend the auction in person, they will have the option to bid online during the live auction from their computer or mobile device. In order to bid online, there are additional steps a bidder must take, which will be explained later in this package.

BIDDER DEPOSIT: If a bidder wishes to bid on one or more of the four properties, they will need to provide the required deposit for each of the properties they wish to bid on. Bidders can either bring a **Cashier's Check** or **Certified Check**, made payable to **Paul McInnis, LLC Escrow**, to the auction location at the time of the sale, or they can provide their deposit electronically through **EARNNEST**. **EARNNEST** is a digital payment platform, and a link can be found either on the Auctioneer's website or by request of the auctioneer at <u>admin@paulmcinnis.com</u>. **Electronic Deposits** must be initiated no less than 24 hours prior to the auction.

Deposit Amount Per Property:

Property A – 523-527 West River Road, Hooksett, NH	\$50,000.00
Property B – 13 Allenstown Road, Allenstown, NH	\$50,000.00
Property C – 84 South Village Road, Loudon, NH	\$10,000.00
Property D – 40 South Village Road, Loudon, NH	\$10,000.00

REGISTRATION: To bid, a bidder will need to fill out the **Bidder Registration Form**. If a bidder is attending the sale on-site, the completed and signed **Bidder Registration Form** must be presented with the required **Deposit(s)** to the auctioneer. If a bidder wishes to bid online, they will need to provide the required **Deposit to the Auctioneer's Office or electronically** and submit the completed and signed **Bidder Registration Form** to the office of the auctioneer no later than 24 hours prior to the auction. The **Bidder Registration Form** can be emailed to admin@paulmcinnis.com, or sent to you through Dotloop by request of the auctioneer.

SIGNING THE MEMORANDUM OF SALE: The highest bidder at the auction will sign the purchase and sale agreement immediately following the auction. A copy of the Memorandum is included in this package which should be reviewed prior to bidding. If the high bidder(s) are on-site, they will sign the Memorandum manually with the auctioneer. If the high bidder(s) are online, they will receive the Memorandum electronically through Dotloop for their electronic signature. All signatures will be completed immediately before the auctioneer leaves the auction premises, or the buyer will be considered in default, and the high bidder's deposit(s) will be forfeited.

ADDITIONAL DEPOSIT: The Successful Bidder(s) will be required to tender an additional deposit to increase their initial deposit to a total of Ten Percent (10%) of the Total Purchase Price no later than 48 hours from the close of the auction. The deposit must be by wire transfer or check payable to Paul McInnis LLC Escrow Account in U.S. funds. Should the successful bidder fail to execute the Memorandum of Sale and tender the additional deposit, the Bidder agrees to forfeit the initial deposit which shall become a NON-REFUNDABLE, NON-COMPLIANCE FEE.

DUE DILIGENCE: It is the bidder's responsibility to undertake their own due diligence and inspection of the property prior to placing any bids. A complete review of the property information package (with additional links) including the Memorandum of Sale with your attorney is encouraged.

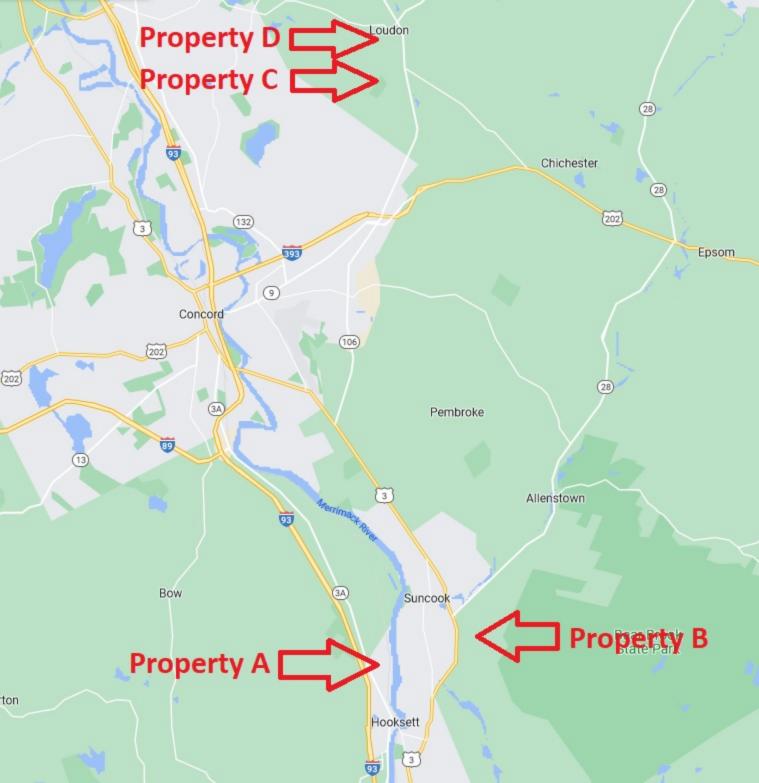
PROPERTY CONDITIONS: Except as expressly set forth in the real estate Purchase & Sale Agreement, if and when executed, the property is being sold "AS IS," "WHERE IS," and "WITH ALL FAULTS," as of the closing date. Neither the Mortgagee, Paul McInnis LLC nor any of their agents, contractors, attorneys, officers, or directors ("agents") makes any representations or warranties with respect to the physical condition of the land or any improvements thereon, the property's fitness for any particular purpose, the property's merchantability, or any other warranty, express or implied.

The Mortgagee, Paul McInnis LLC and their agents specifically disclaim any warranty, guaranty, or representation, oral or written, past or present, express, or implied concerning the land and any improvements thereon. Bidders are expected to undertake their own independent physical inspection of the property, and public records, and thorough review of all documents prior to submitting their bid(s) and to submit their bid(s) based solely on their own independent investigations and findings including but not limited to bidders' own independent investigation of the uses, code compliance and land use regulatory approvals necessary for redevelopment and not in reliance on any information provided by the Mortgagee, Paul McInnis LLC or their agents.

AUCTION SEQUENCE: The auctioneer will start the auction with **Property A** through **Property D** posting the high bids and marking the bids as pending. The Auctioneer will then proceed with additional rounds of bidding which will occur until the auctioneer either declares a property sold, passed, or bid rejected.

Property	Address	Bid Price	Bidder #
Α	523-527 West River Road, Hooksett, NH		
В	13 Allenstown Road, Allenstown, NH		
С	84 South Village Road, Loudon, NH		
D	40 South Village Road, Loudon, NH		

If you have any questions about the properties or the auction process, feel free to email <u>paul@paulmcinnis.com</u> or <u>justin@paulmcinnis.com</u>



Property A

523-527 West River Road/ Route 3A, Hooksett, NH

Description

An $87\pm$ -acre site made up of four tax parcels currently operating as a sand and gravel pit with frontage on Route 3A behind the 193 travel center. 193 is located 300 yards to the west.

Building Description

On lot 2-2 is a 9,720 sq.ft. steel frame service facility with 18-foot clear height and five drive-in loading doors. There is a 556 sq.ft. scale house with 80' long scale.

Zoning: Industrial District

Deed Reference: Book 1069, Page 103

Road Frontage: 2,635'

Public Water: At Street

Public Sewer: At Street





2022 Property Assessment

Tax Map: 1

Tax Rate: \$24.05

	Assessed Value	Taxes	Outstanding Real Estate Taxes as of 1/31/23
Lot: 2-1	\$389,100	\$8,645.80	\$44,282.41
Lot: 2-2	\$3,182,500	\$70,715.15	\$532,747.64
Lot: 2-3	\$120	\$2.67	\$78.99
Lot: 2-4	\$160	\$3.56	\$80.03
Total	\$3,571,880.00	\$79,367.18	\$577,189.07



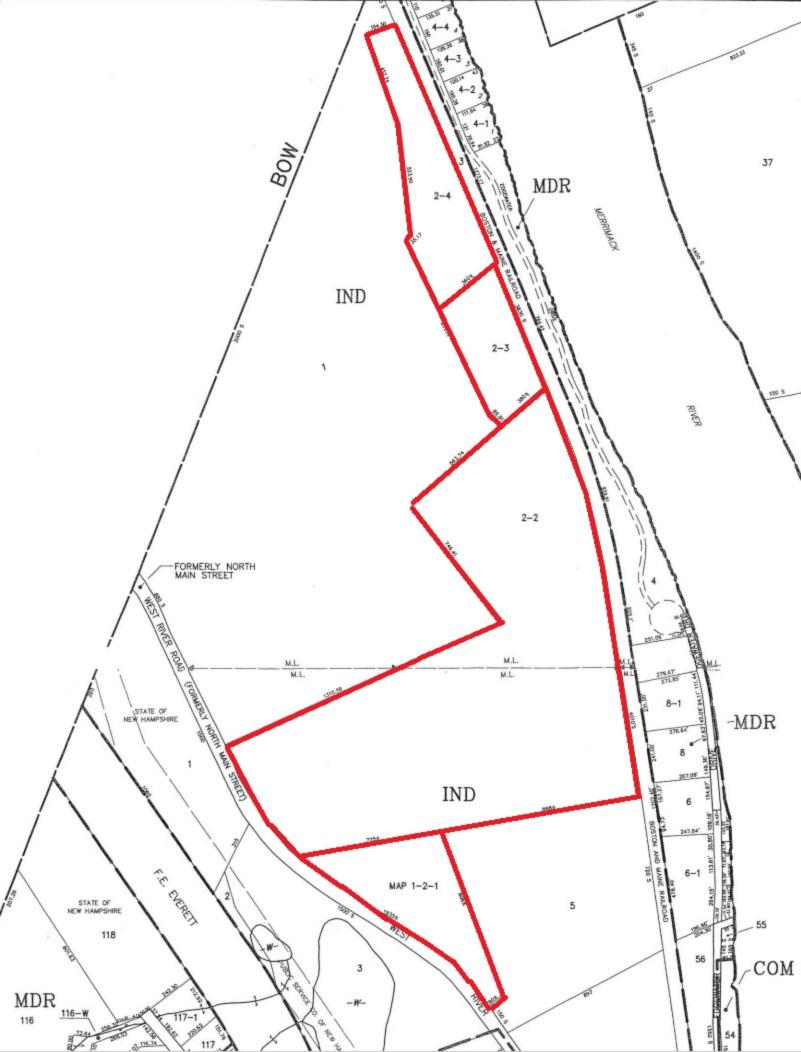


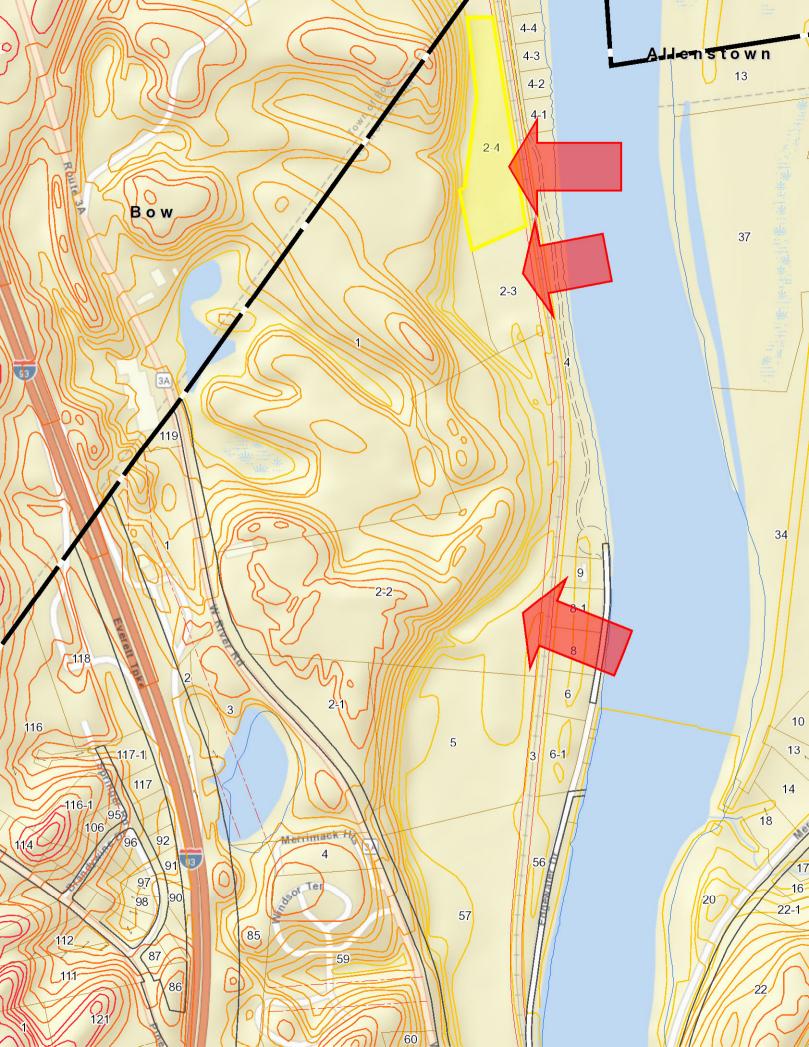












See instructions on back of form

, NH

OPERATION # 21-225-11 - E

DAWN PLOURDE

Mailing Address:

PLOURDE SAND & GRAVEL

APR 1 5 2022

Assessing Dept. Town of Hooksett

NH 03275-

HOOKSETT 1. Town/City of:

2. Tax Map/Lot # or Road Project Name or #:

PO BOX 220 SUNCOOK

M1 LOT 002.1

3. Total permitted area under RSA 155-E (acres):

4. Excavation area as of April 1 :

5. Reclaimed area as of April 1 :

6. Remaining cubic yards of earth to excavate:

11,000+/-

7.DESCRIPTION OF EARTH EXCAVATED DURING TAX YEAR:

the object the second of the second state to be an excitation of the second state of t		
EARTH TYPE	EXACT CUBIC YARDS EXCAVATED	Plourde Sand & Gravel
GRAVEL	281 vds	DAUNPLOUNDE 4115/22
SAND	ł	SIGNATURE (IN INK) OF OWNER(S) OR CORPORATE OFFICER & TITLE DATE
LOAM		PRINT OWNER(S) NAME CLEARLY
STONE PRODUCTS		SIGNATURE (IN INK) OF OWNER(S) 4115122
OTHER:		PO BOX 220 MAILING ADDRESS
TOTAL	281 yas	SUNCOOK NH 03215 CITY/TOWN STATE ZIP CODE
	1	PHONE #: 603 485 306 CELL #:

PENALTY: Any person who fails to file a Report of Excavated Material (PA-39) with the proper municipal assessing officials or fails to send copies to the Department of Revenue Administration in accordance with RSA 72-B:9 shall be guilty of a misdemeanor.

DOOMAGE: If an owner neglects to file a Report of Excavated Material (PA-39) or willfully falsifies a report, the assessing officials shall assess doomage which is two (2) times what the tax would have been if the report had been properly filed. Refer to RSA 72-B:10 for the statute on doomage.

For Tax Year : April 1, 2021 to March 31, 2022

the excavation tax but must be reported. The amount of exempt earth should not be included in # 7.

parcel that is contiguous and in common ownership, in the

construction, reclamation, reconstruction or alteration of such

parcel of land during the tax year is exempt from the excavation tax. Excavation of earth from a parcel of land which does not exceed 1,000 cubic yards during the tax year is also exempt from

EXEMPT EARTH TYPE	CUBIC YARDS EXCAVATED

I / We hereby report the amount of earth excavated under penalty of perjury (If Corporation, an Officer must sign) :

8. EXEMPT EARTH Excavated earth that was used on the parcel of land, or other

HAR BUCK

	FORM PA-38		NEW HAMPSHIRE DEPARTMENT NOTICE OF INTEN RSA 7	T TO EXCAVATE	
	(For Tax Year April 1, 23		Received
	(Assigned by . YR	TOWN	OP#		4.00-
	22-2	25-	06 - E	15. CHECK THE BOX THAT DESCRIBES THI ORIGINAL WITH \$100 FEE (check payable to State of New Hamps) ORIGINAL WITH NO FEE	SINTENTS 2022
ł	PLEASE TYPE or P	RINT (If filling in form	on-line; use TAB key to move through fields)	ORIGINAL WITH NO FEE	own of Hooksetteived
	1. Town/City of:	Hookse		O SUPPLEMENTAL WITH \$100 FEE (exceeding original estimate of 1,000 cu SUPPLEMENTAL WITH NO FEE	
:	2. Tax Map/Block/L	ot#:_ <u>mll</u>	_ot ooa.'	O SUPPLEMENTAL WITH NO FEE (fee previously paid with original intent)	
ć	3. Name of Access	Road: W. P	iver Rd	 We hereby assume responsibility for reportin within 30 days of completion or by the end o 	Assessing Dept. Town earth exdevated
4	4. Total Acreage of	Lot: 6.	1	comes first. (If a Corporation, an Officer mus	it sign.)
ł	5. Date of Permit pe	er RSA 155-E:2:	(Municipal Excavation Permit)	PRIVER Sand S. GRA	vel
6	<i>or</i> 5. Date of Report, <i>if</i>	<i>required</i> , per RSA	(Municipal Excavation Permit) 155-E:2, I (d):	SIGNATURE (in ink) OF OWNER(S) OR OFFICER(S)	- 4/15/22
7	7. Permit Number p	er RSA 485-A:17, ii		DAWN PIDWAR	DATE SIGNED
8	 Incidental Constru 	uction/155-E:2-a Ex	(Alteration of Terrain Permit) ception: Check if YES	PRINT SIGNATORY NAME (AND TITLE IF APPLICABLE)	e ilicho
9	. Total Permitted A	rea (acres):	6.7	SIGNATURE (in ink) OF OWNER(S) OR OFFICER(S)	DATE SIGNED
1	0. Excavation Area	(acres) as of April 1	:	PRINT SIGNATORY NAME (AND TITLE IF APPLICABLE)	
1	1. Reclaimed Area ((acres) as of April 1		PO BOX 220 MAILING ADDRESS	
	2. Remaining Cubic		xcavate:		UH 03275
13	3. Type of Ownershi	p:		DPPSG@ADL.COM	TATE ZIPCODE
	Owner of land	ł		E-MAIL ADDRESS	
			earth excavation rights	HOME PHONE (Enter number without dashes)	(Enter number without dashes)
	Owner of ear (Fed., State, lands or right-	Municipal, etc) or,	ation rights on public lands removes earth from public	DATE INTENT SENT TO TOWN: 415	
14	. DESCRIPTION O	F EARTH TO BE E	XCAVATED DURING TAX YEAR	E-MAIL REPORT & CERTIFICATE? If NO, Report and Certificate will be mailed to the addre.	YES 🔞 NO 🔿
	EARTH T	YPE ES	TIMATED CUBIC YARDS (CY)	TO BE COMPLETED BY MUNICIPAL ASSE	SSING OFFICIALS
	GRAVEL		3000	Amount of Security Required \$ 60.00	CK# 20942111-2
	SAND			Security Posted (Bond, Certified Check, etc.) \$ 60	00 CKTTA
	LOAM			SIGNATURES OF MUNICIPAL ASSESSING (The Municipal Assessing Officials hereby acknowled	DFFICIALS & DATE
	STONE PRODUC	CTS	-	of Intent to Excavate and certify that: 1. All owners of record have signed the Intent;	
	OTHER ()		 If the land is in Current Use, the land use chan on the non-gualifying land; 	ge tax shall be assessed
	TOTAL		3000	3. The form is complete; and 4. Apy bond required under RSA 72-B:5 has been	received
	A	l		 The Tax Collector shall be notified within 30 da pursuant to RSA 72-B:8 	rys of signing the Intent
	500 00 × U05 01/11/	7		SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL	4/15/82 DATE
	FOR DRA USE ONLY			SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL	DATE
				SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL	DATE
		SIGNED ORIGINAL CO	PY - RETAINED BY CITY/TOWN	SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL	DATE
		SIGNED COPY TO - O' OFFICIALS	MNER, RETURNED BY MUNICIPAL ASSESSING	SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL	DATE
			EPT. OF REVENUE, MUNICIPAL & PROPERTY DIVISI	LON	PA-38 Rev 06/2016

PA-38		NEW HAMPSHIRE DEPARTMENT O NOTICE OF INTEN RSA 7	T TO EXCAVATE	(licentres)
(Assigned by	y Municipality)	For Tax Year April 1, 2/		MAY 1 2 2021
YR	TOWN	OP#	15. CHECK THE BOX THAT DESCRIBES TH	IIS INTENT
21-2	224	5 - 7 7 - E	ORIGINAL WITH \$100 FEE (check payable to State of New Hamps	Assessing Dept,
PLEASE TYPE or	PRINT (If fillid	ng in form on-line; use TAB key to move through fields)	ORIGINAL WITH NO FEE (excavation of 1,000 cubic yards or les	
	Jan	Kont	O SUPPLEMENTAL WITH \$100 FEE (exceeding original estimate of 1,000 c	which words on level
1. Town/City of:			SUPPLEMENTAL WITH NO FEE (fee previously paid with original intent)	
2. Tax Map/Block/I	Lot #:	<u>n1 L 002.</u>		
		J. River Rd	 We hereby assume responsibility for report within <u>30 days of completion</u> or by the end comes first. (If a Corporation, an Officer mu 	of the tax year, whichever
4. Total Acreage of	r Lol:	<i>(G, 1</i>	Plauras Sands	Samel
5. Date of Permit p	ber RSA 155-	E:2. (Municipal Excavation Permit)	PRINT CLEARLY OR TYPE NAME OF OWNER	
6. Date of Report, i		er RSA 155-E:2, I (d):	SIGNATURE (IN INK) OF OWNER(S) OR OFFICER(S)	5/12/2/ DATE SIGNED
7. Permit Number p	per RSA 485	-A:17, if any: (Alteration of Terrain Permit)	PRINT SIGNATORY NAME (AND TITLE ID APPLICABLE)	•
8. Incidental Constr	ruction/155-E	E:2-a Exception: Check if YES	MALINA CAMPACIANCE	18 Elista
9. Total Permitted A	Area (acres):	617	SIGHATURE (In Ink) OF OWNER(S) OR OFFICER(S)	DATE SIGNED
10. Excavation Area	a (acres) as c	of April 1;	PRINT SIGNATORY NAME (AND TITLE IF APPLICABLE)	
11. Reclaimed Area			PO BOX 220	
	1	and a state of the	MAILING ADDRESS	1/1/ 000000
		arth to Excavate: 10,000+/	CITY OR TOWN	STATE ZIPCODE
13. Type of Ownersh			DPPSG @ ad Com	
🚱 Owner of lan	nd		E-MAIL ADDRESS	
O Previous owr	ner retaining	deeded earth excavation rights	HOME PHONE (Enter number without dashes) CELL PHONE	E (Enter number without dashas)
	Municipal,	excavation rights on public lands etc) or, removes earth from public	DATE INTENT SENT TO TOWN: 5/12/	2/
14. DESCRIPTION C	OF EARTH T	O BE EXCAVATED DURING TAX YEAR	E-MAIL REPORT & CERTIFICATE? If NO, Report and Certificate will be mailed to the addre	YES 💋 NO 🔵 ess above.
EARTH T	YPE	ESTIMATED CUBIC YARDS (CY)	TO BE COMPLETED BY MUNICIPAL ASSE	ESSING OFFICIALS
GRAVEL		3000	Amount of Security Required \$ 1400.00	CK#1719 5/12/21
SAND			Security Posted (Bond, Certified Check, etc.) \$	the second
LOAM			The Municipal Assessing Officials hereby acknowled	
STONE PRODUC	CTS		of Intent to Excavate and certify that: 1. All owners of record have signed the Intent;	
OTHER ()		If the land is in Current Use, the land use char on the non-qualifying land;	nge tax shall be assessed
TOTAL		3000	3. The form is complete, and 4. Any bond required under RSA 72-B:5 has bee	en received
I		an a	5. The Tax Collector shall the notified within 30 d pursuant to RSA 72,8:8	ay's of signing the Intent
			SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL	5/12/2/ DATE
FOR DRA USE ONLY				
 The second state of the second st			SIGNAT OF MUNICIPAL ASSESSING OFFICIAL	DATE
			SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL	DATE
	SIGNED ORIC	SINAL COPY - RETAINED BY CITY/TOWN	SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL	DATE
		Y TO - OWNER, RETURNED BY MUNICIPAL ASSESSING	SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL	DATE
	OFFICIALS SIGNED COP	Y TO - DEPT, OF REVENUE, MUNICIPAL & PROPERTY DIVISIO	I	PA-38

FORM PA-39

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION REPORT OF EXCAVATED MATERIAL RSA 72-B:9

See instructions on back of form

OPERATION # 21-225-12 - E

For Tax Year : April 1, 2021 to March 31, 2022

Mailing Address:

PLOURDE SAND & GRAVEL DAWN PLOURDE

PO BOX 220 SUNCOOK

NH 03275-

1. Town/City of: HOOKSETT , NH

2. Tax Map/Lot # or Road Project Name or #:

M1 L002-2

3. Total permitted area under RSA 155-E (acres): 63.3

4. Excavation area as of April 1 :

5. Reclaimed area as of April 1 :

6. Remaining cubic yards of earth to excavate:

700,000⁺

7.DESCRIPTION OF EARTH EXCAVATED DURING TAX YEAR:

EARTH TYPE	EXACT CUBIC YARDS EXCAVATED
GRAVEL	
SAND	23,243
LOAM	
STONE PRODUCTS	11,153
OTHER:	
TOTAL	34,396

- 16-9 31-35 ME 24

APR 1 5 2022

Assessing Depl.

8. EXEMPT EARTH

Excavated earth that was used on the parcel of land, or other parcel that is contiguous and in common ownership, in the construction, reclamation, reconstruction or alteration of such parcel of land during the tax year is exempt from the excavation tax. Excavation of earth from a parcel of land which does not exceed 1,000 cubic yards during the tax year is also exempt from the excavation tax but must be reported.

The amount of exempt earth should not be included in # 7.

I / We hereby report the amount of earth excavated under penalty of perjury (If Corporation, an Officer must sign) :

NAME OR CORPORATION SIGNATURE (IN INK) OF OWNER(S) OR CORPORATE OFFICER & TITLE OWNER(S) NAME CL (IN INK) OF OWNER(S) STATE OU CELL #: PHONE #:

PENALTY: Any person who fails to file a Report of Excavated Material (PA-39) with the proper municipal assessing officials or fails to send copies to the Department of Revenue Administration in accordance with RSA 72-B:9 shall be guilty of a misdemeanor.

DOOMAGE: If an owner neglects to file a Report of Excavated Material (PA-39) or willfully falsifies a report, the assessing officials shall assess doomage which is two (2) times what the tax would have been if the report had been properly filed. Refer to RSA 72-B:10 for the statute on doomage.

FORM		NEW H	AMPSHIRE DEPARTMENT	OF REVENUE ADMINISTRATION T TO EXCAVATE	
L			RSA 7	2-B	
	ssigned by Mu		For Tax Year April 1, 🤰	λ to March 31, λ^3	Pacalvay
YR		OWN OP#		15. CHECK THE BOX THAT DESCRIBES THIS INT	and a summer
22	- 2	25-07	- E	ORIGINAL WITH \$100 FEE 4, (check payable to State of New Hampshire)	PR 1 5 2022
PLEASE T	TYPE or PRI	INT (If filling in form on-line; use 1	TAB key to move through fields)	(excavation of 1,000 cubic yards or less)	Pssing Deni
1. Town/C	City of: <u>H</u>	DOKSeff		SUPPLEMENTAL WITH \$100 FEE (exceeding original estimate of 1,000 cubic ya SUPPLEMENTAL WITH NO FEE	ards or less)
2. Tax Ma	ap/Block/Lot	# <u>MILDTO</u>	02	(fee previously paid with original intent)	
3. Name o	of Access Ro	Dad: W. River F	20	 We hereby assume responsibility for reporting all within 30 days of completion or by the end of the 	earth excavated
4. Total Ac	creage of Lo	ot: <u>U3.3</u>	()	comes first. (If a Corporation, an Officer must sign	1.)
5. Date of	f Permit per I	RSA 155-E:2:	ipal Excavation Permit)	PRINT, CLEARLY OR TYPENAME OF OWNER	
6. Date of	<i>or</i> f Report, <i>if re</i>	(Munici equired, per RSA 155-E:2, I (c	ipal Excavation Permit)	Daun Ploude	4/15/22
7. Permit I	Number per	RSA 485-A:17, <i>if any</i> :		SIGNATURE (in ink) OF OWNER(S) OR OFFICER(S)	DATE SIGNED
			Alteration of Terrain Permit)	PRINT SIGNATORY NAME (AND TITLE IF APPLICABLE)	
		tion/155-E:2-a Exception: Ch	IECK IT YES	K-)aun Monucle	4115/22
9. Total Pe	ermitted Area	a (acres): <u>U3.3</u>		SIGNATURE (in ink) OF OWNER(S) OR OFFICER(S)	DATE SIGNED
10. Excava	ation Area (a	cres) as of April 1:		PRINT SIGNATORY NAME (AND TITLE IF APPLICABLE)	
11. Reclain	med Area (ad	cres) as of April 1:		PO Box 220	
12. Remain	ning Cubic Y	ards of Earth to Excavate:	100 mot/-	MAILING ADDRESS	
	Ownership:		100,0007	CITY OR TOWN STATE	ZIPCODE
	52 20-00-0			DPPSG@AOL.COM	
Owi	🕼 Owner of land			E-MAIL ADDRESS	
	evious owner	retaining deeded earth exca	vation rights	HOME PHONE (Enter number without dashes) CELL PHONE (Enter	
(Fed		n or earth excavation rights lunicipal, etc) or, removes e f-ways		DATE INTENT SENT TO TOWN: 411500	number without dashes)
14. DESCR	RIPTION OF	EARTH TO BE EXCAVATED	DURING TAX YEAR	E-MAIL REPORT & CERTIFICATE? If NO, Report and Certificate will be mailed to the address abo	YES 🔞 NO 🔿
[EARTH TYP		CUBIC YARDS (CY)	TO BE COMPLETED BY MUNICIPAL ASSESSIN	G OFFICIALS
GRAVE	ΞL			Amount of Security Required \$ 1400,00	#2894 211
SAND		50	000	Security Posted (Bond, Certified Check, etc.) \$ 1400	
LOAM	0.000.000.000.000.000.000.000.000.000.			SIGNATURES OF MUNICIPAL ASSESSING OFFIC The Municipal Assessing Officials hereby acknowledge re	
	EPRODUCT	s 20,	000	of Intent to Excavate and certify that: 1. All owners of record have signed the Intent;	centrol rue Notice
OTHER)		2. If the land is in Current Use, the land use change ta	x shall be assessed
TOTAL		- FIA	000	on the non-qualifying land; 3. The form is complete; and 4. At bed convicted under DSA 72 D.C.	
			000	 Any bond required under RSA 72-B:5 has been rec. The flax Collector shall be notified within 30 days of pursuant to RSA 72-B:8 	signing the Intent
				SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL	4/0/ 72 DATE
FOR DRA US	SE ONLY				
				SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL	DATE
				SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL	DATE
		- SIGNED ORIGINAL COPY - RETAINE	D BY CITY/TOWN	SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL	DATE
		SIGNED COPY TO - OWNER, RETUR		SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL	DATE
	0	OFFICIALS SIGNED COPY TO - DEPT. OF REVEI			PA-38

FORM PA-3			NEW HAMPSHIRE DEPARTMENT NOTICE OF INTEN RSA 1	IT TO EXCAVATE	$v_{\mathcal{H}_{1},\mathcal{G}_{\mathcal{H}_{1}}}$
(A	Assigned by N	lunicipality)	For Tax Year April 1,	to March 31, 22	MAY 1 2 2021
YR		TOWN)P#	15. CHECK THE BOX THAT DESCRIBES TH	C INFERT
21	- 2	25-1	2 - E	ORIGINAL WITH \$100 FEE (check payable to State of New Hamps)	hire)
PLEASE	TYPE or PF	RINT (If filling in form on-	line; use TAB key to move through fields)	O RIGINAL WITH NO FEE (excavation of 1,000 cubic yards or less	
1. Town/	Cily of:	Hooksett	!	O SUPPLEMENTAL WITH \$100 FEE (exceeding original estimate of 1,000 cu	ibic yards or less)
		1#: M/L		O SUPPLEMENTAL WITH NO FEE (fee previously paid with original intent)	
		load: W RI		 We hereby assume responsibility for reporting within 30 days of completion or by the end completion. 	ng all earth excavated of the tax year, whichever
4. Total A	Acreage of L	ot: 43.3	,	comes first. (If a Corporation, an Officer mus	st sign.)
5. Date o		RSA 155-E:2:	(Municipal Excavation Permit)	PRINT CLEARLY OR TYPE MAME OF DWINER	Gavel
6. Date of	or í Report, <i>if i</i>	equired, per RSA 155	(Municipal Excavation Permit) 5-E:2, 1 (d):	SIGNATURE (IN INK) OF OWNERS OR OFFICER(S)	DATE SIGNED
7. Permit	Number pe	r RSA 485-A:17, if an		Dawn Plouide	
8. Inciden	ital Construc	otion/155-E:2-a Excep	(Alteration of Terrain Permit) tion: Check if YES	PRINT SIGNATORY WAME (AND TITLE PAPPLICABLE)	1
9. Total P	ermitted Are	ea (acres): 6	3.3	SIGNATURE (In Ink) OF OWNER(S) OR OFFICER(S)	DATE SIGNED
10, Excava	ation Area (a	acres) as of April 1:		PRINT SIGNATORY NAME (AND TITLE IF APPLICABLE)	
11. Reclair	med Area (a	cres) as of April 1		PO BUX 220 MAILING ADDRESS	
12. Remair	ning Cubic Y	ards of Earth to Exca	avate 700,000+/-	Suncook	14 03275
13. Type of	f Ownership				STATE ZIPCODE
🙆 Ow	vner of land			E-MAIL ADDRESS	
O Pre	evious owne	r retaining deeded ea	rth excavation rights	HOME PHONE (Enter number without dashes) CELL PHONE	(Enler number without dashes)
(Fe		Aunicipal, etc) or, rer	n rights on public lands noves earth from public	DATE INTENT SENT TO TOWN 5/13/ E-MAIL REPORT & CERTIFICATE?	121
14. DESCR	RIPTION OF	EARTH TO BE EXC	AVATED DURING TAX YEAR	If NO, Report and Cartificate will be mailed to the addre	YES 🔞 NO 🔵 ess above.
	EARTH TY		ATED CUBIC YARDS (CY)	TO BE COMPLETED BY MUNICIPAL ASSE	SSING OFFICIALS
GRAVE	EL		The off of a stand s	Amount of Security Required \$ 60.00	
SAND	analo (in an i ni ni na mani		50 000	Security Posted (Bond, Certified Check, etc.) \$	10101
LOAM			50,000	SIGNATURES OF MUNICIPAL ASSESSING The Municipal Assessing Officials hereby acknowled	
	PRODUCT	and the first state of the second state of the	0.000	of Intent to Excavate and certify that: 1. All owners of record have signed the Intent;	
OTHER)	0,000	If the land is in Current Use, the land use char on the non-qualifying land;	ige lax shall be assessed
TOTAL			70,000	 The form is complete; and Any hond required under RSA 72-B:5 has here 	n received.
			10,000	 The fax Collector shall be notified within 30 di puryuany to INSA 72-B:8 	ays of signing the Intent
					5/12/21
				SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL	DATE
FOR DRA US	SE ONLY			SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL	DATE
				SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL	DATE
		SIGNED ORIGINAL COPY -	RETAINED BY CITY/TOWN	SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL	DATE
		SIGNED COPY TO - OWNE OFFICIALS	R, RETURNED BY MUNICIPAL ASSESSING	SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL	DATE
			OF REVENUE, MUNICIPAL & PROPERTY DIVIS	ION	PA-38

HOOKSETT HELPFUL LINKS

Assessor's Card 523 West River Road (Tax Map 1, Lot 2-1)

Assessor's Card 527 West River Road (Tax Map 1, Lot 2-2)

Assessor's Card West River Road (Tax Map 1, Lot 2-3)

Assessor's Card West River Road (Tax Map 1, Lot 2-4)

Outstanding Real Estate Tax Bills as of 1/31/2023

Hooksett Zoning Ordinance: <u>https://www.hooksett.org/sites/g/files/vyhlif4541/f/uploads/</u> zoning_ordin_ance_2021_revised.pdf

Hooksett Zoning Districts: https://www.hooksett.org/zoning-board-adjustment/pages/zoningdistricts

Town of Hooksett Commercial Earth Excavation Regulations

New Hampshire Department of Revenue Gravel Tax Information Page: <u>https://www.revenue.nh.gov/mun-prop/property/gravel.htm</u>

<u>MEMORANDUM OF SALE</u> 523-527 West River Road, Hooksett, New Hampshire

Date: January 31, 2023

I, ______(hereinafter referred to as the "Buyer"), hereby acknowledge that I have this day agreed to purchase at a Mortgagee's Public Auction Foreclosure Sale from GreenLake Real Estate Fund, LLC (hereinafter referred to as the "Seller"), The real estate situated at and numbered: 523-527 West River Road, Hooksett, State of New Hampshire, for the sum of:

_____ (\$_____) Dollars

Buyer hereby agrees to comply with all of the terms of the sale as stated in this Memorandum of Sale as well as the additional terms, which are attached hereto. Buyer has this day paid to Seller Fifty Thousand Dollars (\$50,000.00) as a non-refundable deposit on the sale, with further payment required to meet Ten Percent (10%) of the final bid amount within forty-eight (48) hours to be paid to the Law Offices of Craig, Deachman & Associates, PLLC, 1662 Elm Street, Manchester, New Hampshire 03101 (Telephone No.: 603-665-9111, email address mvanzanten@cda-law.com). Said deposit shall be forfeited to the use of Seller in the event that Buyer fails to comply with any terms of the sale. Notwithstanding any and all forfeitures, said forfeitures shall not relieve the Buyer of any liability under this contract.

The balance of the purchase price shall be paid in cash, certified or treasurer's check and shall be deposited with the office of Craig Deachman & Associates, PLLC, 1662 Elm Street, Manchester, New Hampshire 03101 within forty-five (45) Days. The said real estate will be conveyed by a Mortgagee's Foreclosure Deed upon receipt of the balance of the purchase price. All of this to be accomplished during normal banking hours and time is of the essence.

No personal property of any nature is included in this contract or sale except such as are particularly mentioned in writing herein.

In addition to the purchase price, the Buyer shall also pay all unpaid real estate taxes, water and sewer bills, municipal liens, tax titles, betterments and assessments, and document tax stamps to the State of New Hampshire (\$15.00 per thousand) with recording charges as required by the Registry of Deeds.

Seller acknowledges that Seller has this day received from the Buyer the sum of Fifty Thousand Dollars (\$50,000.00) as a non-refundable deposit towards this purchase. The real estate is situated at and numbered: 523-527 West River Road in the Town of Hooksett, State of New Hampshire, and specifically identified in a Mortgage recorded with the Merrimack County Registry of Deeds at Book 3441, Page 0643, this day sold by said Auctioneer at public auction for the sale price as noted above, subject to any and all terms and conditions of the sale.

Buyer:		
• -	(signature)	
	(print name)	
	(print nume)	
	(Address)	
	(telephone number)	

Seller: <u>GreenLake Real Estate Fund, LLC</u> 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 Fifty Thousand Dollars (\$50,000.00) 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:

(buver) (buver)

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.

Buyer:_____

Seller: <u>GreenLake Real Estate Fund, LLC</u> By its Attorneys: Craig Deachman and Associates PLLC

Authorized Agent

Property B

13 Allenstown Road, Allenstown, NH

Description

A $68\pm$ -acre site with access from two entrances along Allenstown Road (Route 3) with 1,548± feet of frontage. The northerly border is Granite Street with 3,785± feet of frontage and the eastern border is Old Chester Turnpike with 1,412 ± feet of frontage.

The lot is improved with a 1,380 square foot office.

Zoning: Business District

Deed Reference: Book 2029, Page 0325

Road Frontage: 6,745'

Water: Public on Granite Street

Sewer: Cost shared system on Granite Street.





2022 Property Assessment

Tax Map: 108

Tax Rate: \$31.50

	Assessed Value	Taxes	Outstanding Real Estate Taxes as pf 12/8/22:
Lot: 3	\$1,372,200	\$43,224	\$58,668
Total	\$1,372,200	\$43,224	\$58,668











Map: 000108	Lot: 000003	Sub:	000000	Ca	rd:1 of		13 ALLENS	STOWN	NROAD		ALLENSTO		inted:	: 12/08/20
PLOURDE SAND &			Date	Book	Page Ty	and the second second second	ES HISTORY Price Granton			Participant and a second	的情况的	PICTURE		
	& GRAVEL CO. IN	NC.	Date	DOOK	age 1	ype	Frice Granto			-				
C/O GREENLAKE														
1416 EL CENTRO ST #	#200													
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06/29/04 MS N	JO ENTRY													
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SHED-METAL		256	8 x 18 8 x 32	171 123	6.						PARCEL	TOTAL TAXA	BLE V	ALUE
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					0	00 (43,300	LD UIT	IN VITAK KEA			Parce	l Total	l: \$ 655,400
							45,500			2021	\$ 9	,200 \$43,	300	\$ 602,900
												Parce	l Total	1: \$ 655,400
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												Parcel 7	otal: S	\$ 1,372,200
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Map: 000108	Lot: 000003	Sub: 000000 Card: 1 of 1		LLENSTOW		ALLENSTOWN	Printed		/08/202
で、日本で経済的地で	PICTURE	OWNER		TAXABLE	DISTRICTS	BUILD	NG DETAILS		
		PLOURDE SAND & GE C/O GREENLAKE 1416 EL CENTRO ST #200 S. PASADENA , CA 91030	RAVEL CO. INC.	District	Percentage	Model: 1.00 STORY Roof: GABLE OF Ext: VINYL SID Int: WALL BO Floor: VCT Heat: OIL/FA DU	A HIP/ASPHAI ING ARD		
			PERMITS			Bedrooms: Bat	hs: AVERAGE	C	
	1) Mining	Date Project Type	Notes			Extra Kitche	ns: Fi	replaces	5:
		11/06/17 BLASTING 12/20/16 BLASTING 12/10/15 BLASTING		ILLING AND B	LASTING CO	A/C: No Quality: B2 AVG-20 Com. Wall: WOOD, 8 F Size Adj: 1.3659			1.00
The state of the state		Contraction of the second s					Sq. Foot Cos		\$ 114
AND ADDRESS					· · · · · · · · · · · · · · · · · · ·	BUILDING S			
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		_				2022 BASE YEAR I		THAT	ION
L		47				Market Cost New:	JUILDING VA	add (1260) (a . Mile	SEP CRIME
						Year Built:		3	50,8- 193
						Condition For Age: Physical: Functional: Economic:	AVERAGE		48
						Temporary: Total Depreciation:			48
						Building Value:		\$	26,4

TOWN OF ALLENSTOWN Total Due for PLOURDE SAND & GRAVEL CO. INC.

Interest as of 12/8/2022

Includes Only Unpaid Invoices

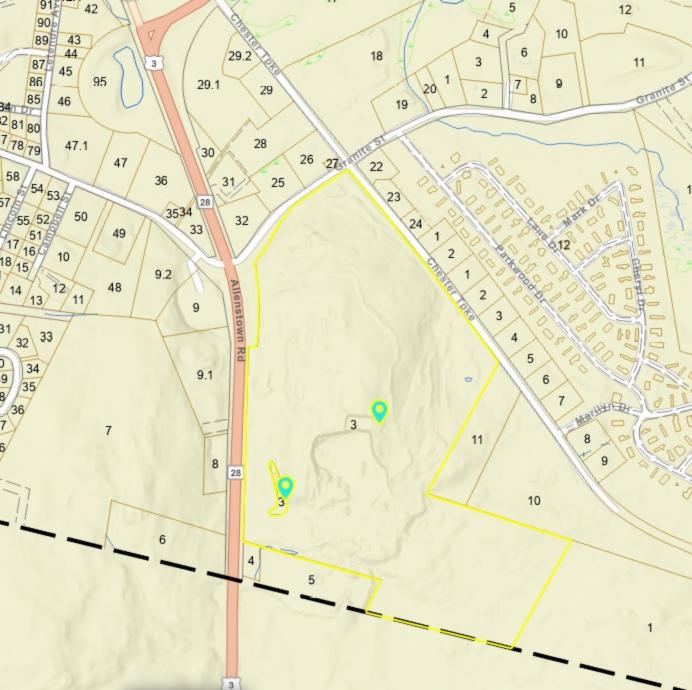
Current Owner	Warrant	PID	Location	Per Diem	Principal	Int/Pen	Amount Due
PLOURDE SAND & GRAVEL CO. INC.	2022P01021704	000108 000003 000000	13 ALLENSTOWN ROAD	\$ 2.2626 \$	10,323.00	\$362.01	\$10,685.01
PLOURDE SAND & GRAVEL CO. INC.	2022L01000126	000108 000003 000000	13 ALLENSTOWN ROAD	\$ 8.3877 \$	21,867.99	\$1,504.63	\$23,372.62
PLOURDE SAND & GRAVEL CO. INC.	2021L01000135	000108 000003 000000	13 ALLENSTOWN ROAD	\$ 7.8178 \$	20,382.01	\$4,228.04	\$24,610.05

Totals : \$18.4681 \$52,573.00 \$6,094.68 \$58,667.68

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	FORM PA-38		NEW HAMPSHIRE DEPARTMENT	T TO EXCAVATE	
			RSA 7 GENERAL INSTRUCTIONS FOR FI		
	(Assigned by Munic			LING THIS FORM ON REVERSE	
1			- A - E	For Tax Year April 1, <u>Ile</u> to March 31, <u>I</u>	
		<u></u>		15. CHECK THE BOX THAT DESCRIBES THIS INTENT	
PLI	EASE TYPE or PRINT	T (If fiking h	n form on-line; use TAB key to move through fields)	ORIGINAL WITH \$100 FEE (check payable to State of New Hampshire)	
1.	Town/City of:	llen	stown	ORIGINAL WITH NO FEE (excavation of 1,000 cubic yards or less)	
2.	Tax Map/Block/Lot #:	MIC	18 ± 003.1	O SUPPLEMENTAL WITH \$100 FEE (exceeding original estimate of 1,000 cubic yards o	r less)
3.	Name of Access Road	d: ('h	ester Tpk	O SUPPLEMENTAL WITH NO FEE (fee previously paid with original intent)	
4.	Total Acreage of Lot:		5.67	16. We hereby assume responsibility for reporting all earth within 30 days of completion or by the end of the tax ye	
5.	Date of Permit per RS	SA 155-E:	2:(Municipal Excernation Permit)	comes first. (If a Corporation, an officer must sign.)	0
6.	Date of Report, If requ	<i>uired</i> , per		SQNATURE (In INR) OF OWNER(S) OR CORPORATE OFFICER(S)	DATE SIGNED
7.	Permit Number per R	SA 485-A	17, If any: (Alteration of Terrein Permit)	Oscar Plourde	50(0)
8,	Incidental Constructio	on/155-E E	xception: Check If YES	PRINT CLEARLY OR TYPENAME OF OWNER(S) OR CORPORATE OFFICE	Plaolu
9.	Total Permitted Area	(acres): _	15.67	SIGNATURE (In Inic) OF OWNER(S) OR CORPORATE OFFICER(S)	DATE SIGNED
10.	Excavation Area (acr	res) as of	April 1:	PRINT CLEARLY OR TYPE NAME OF OWNER(S) OR CORPORATE OFFIC	ER(8)
11.	Reclaimed Area (acre	es) as of /	April 1:	PO BOX 220 MAILING ADDRESS	
12.	Remaining Cubic Ya	rds of Ear	In to Excavate: 175,0007/-	SUNCOOK	3275
13.	Type of Ownership:			DPPSG@ADL.COM	JODE
	C Owner of land			E-MAIL ADDRESS	
	O Previous owner r	retaining c	leeded earth excavalion rights	HOME PHONE (Enter number without dashes) CELL PHONE (Enter numb	er without dashaa)
		inicipal, e	excavation rights on public lands to) or, removes earth from public	DATE INTENT SENT TO TOWN:	
14.	DESCRIPTION OF E	EARTH TO	BE EXCAVATED DURING TAX YEAR	E-MAIL REPORT & CERTIFICATE? YES If NO, Report and Certificate will be mailed to the address above.	
	EARTH TYPI	E	ESTIMATED CUBIC YARDS (CY)	TO BE COMPLETED BY ASSESSING OFFICIA	LS
	GRAVEL		3000	Amount of Security Required \$	
	SAND			Security Posted (Bond, Certified Check, etc.) \$	
	LOAM			SIGNATURES & DATE OF ASSESSING OFFICIA	
				The Selectmen/Assessing Officials hereby acknowledge receip of intent to Excavate and certify that:	DE OF ING ROLICO
	STONE PRODUCTS	5		 All owners of record have signed the intent; If the land is in Current Use, the land use change tax shall be and use change tax shall be an an an an and the land use change tax shall be an an	all be assessed
	TOTAL	/	2000	on the non-qualifying land; 3. The form is complete; and	
	TOTAL		3000	4. Any bond required under RSA 72-B:5 has been received	
				SIGNA PRE (ININ) 24	/28/2016 DATE
				Kate U. Walker	
F	OR DRA USE ONLY			SIGNATURE (IN INK)	DATE
				SIGNATURE (IN INK)	DATE
				SIGNATURE (IN INK)	DATE
				SIGNATURE (IN INK)	DATE
			Y TO - OWNER, RETURNED BY ASSESSING OFFICIALS Y TO - DEPT. OF REVENUE, MUNICIPAL & PROPERTY DI	VISION	PA-38
	[· · ·	Rev 04/2014
			i		

-	PA-38	NEW HAMPSHIRE DEPARTMENT NOTICE OF INTEN	T TO EXCAVATE
	(Assigned by Munic	RSA 7 GENERAL INSTRUCTIONS FOR F	
		WNOP#	
1	6.00	7.03.E	For Tax Year April 1, 10 to March 31,
PLE	ASE TYPE or PRIN	T (If filling in form on-line; use TAB key to move through fields)	15. CHECK THE BOX THAT DESCRIBES THIS INTENT ORIGINAL WITH \$100 FEE
			(check payable to State of New Hampshire)
1. 1	Town/City of:	Allenstown	ORIGINAL WITH NO FEE (excavation of 1,000 cubic yards or less) SUPPLEMENTAL WITH \$100 FEE
2.	Tax Map/Block/Lot #:	M108 L 003	O (exceeding original estimate of 1,000 cubic yards or less)
3. 1	Name of Access Ros	Allenstown Rd	SUPPLEMENTAL WITH NO FEE (fee previously paid with original intent)
4. *	Total Acreage of Lot:	41.9	16. We hereby assume responsibility for reporting all earth excavated
δ.	Date of Permit per R		within 30 days of completion or by the end of the tax year, whichever corries first. (If a Corporation an Officer must sign?)
6.	or Date of Report, <i>if req</i>	(Municipal Excavation Permit) ulred, per RSA 155-E:2, I (d):	SIGNATURE (In Ink) OF OWNER STOR CORPORATE OFFICER(S) DATE SIGNED
7.	Permit Number per R	RSA 485-A:17, <i>If any</i> :	Oscar Plourde
0	Incidental Constructio	(Alteration of Terrain Permit)	PRINT CLEARLY OR TYPE NAME OF OWNER(S) OR CORPORATE OFFICER(S)
		on/155-E Exception: Check if YES	SIGNATURE ((n ink) OF OWNER(9) OR CORPORATE OFFICER(S) DATE SIGNED
	Total Permitted Area		Dawn Plourde
10.	Excavation Area (ac	res) as of April 1:	PRINT CLEARLY OR TYPE NAME OF OWNER(S) OR CORPORATE OFFICER(S)
11.	Reclaimed Area (acr	res) as of April 1:	PO BOX 220 MAILING ADDRESS
12.	Remaining Cubic Ya	ards of Earth to Excavate: $1,000,000^+/-$	Suncook NH 03275
13.	Type of Ownership:		CITY OR TOWN STATE ZIPCODE
	Owner of land		E-MAIL ADDRESS
	O Previous owner	retaining deeded earth excavation rights	HOME PHONE (Enter number without dashee) CELL PHONE (Enter number without dashee)
	(Fed., State, Mi	or earth excavation rights on public lands unicipal, etc) or, removes earth from public	DATE INTENT SENT TO TOWN:
	lands or right-of-		E-MAIL REPORT & CERTIFICATE? YES NO O
14. [EARTH TO BE EXCAVATED DURING TAX YEAR	
	EARTH TYP	E ESTIMATED CUBIC YARDS (CY)	TO BE COMPLETED BY ASSESSING OFFICIALS
	GRAVEL	-	Amount of Security Required \$ Security Posted (Bond, Certified Check, etc.) \$
	SAND		SIGNATURES & DATE OF ASSESSING OFFICIALS
	LOAM		The Selectmen/Assessing Officials hereby acknowledge receipt of the Nolice
	STONE PRODUCT	s 10,000	of Intent to Excavate and certify that: 1. All owners of record have signed the Intent;
	OTHER ()	If the land is in Current Use, the land use change tax shall be assessed on the non-qualifying land;
	TOTAL	10,000	 The form is complete; and Any bond required under RSA 72-B:5 has been received.
			04/28/2016
			SIGNATORE (INTING) DATE
F	OR DRA USE ONLY		SIGNATULE (N INK) DATE
			SIGNATURE (IN INK) DATE
			SIGNATURE (IN INK) DATE
			SIGNATURE (IN INK) DATE
		SIGNED ORIGINAL COPY - RETAINED BY CITY/TOWN	SIGNATURE (IN INK) DATE
		SIGNED COPY TO - OWNER, RETURNED BY ASSESSING OFFICIALS	P4.38
		SIGNED COPY TO - DEPT. OF REVENUE, MUNICIPAL & PROPERTY D	IVISION Rev 04/2014

Rev 04/2014

• . · ·		
PA-38	NOTICE OF INTEN	
(Assigned by Municipality)	Rea 71 Ral instructions for fi	^{2/b} Ling this form on reverse
YR TOWN OP#		For Tax Year April 1, 15 to March 31, 11e
PLEASE TYPE or PRINT (If filling in form on-line)	use TAB key to move through fielde)	15. CHECK THE BOX THAT DESCRIBES THIS INTENT CRIGINAL WITH \$100 FEE (check payable to State of New Hampshire)
1. Town/Olly of Allenstown)	O ORIGINAL WITH NO FEE (excavation of 1,000 cubic yards or less)
2. Tax Map/Block/Lot #1 MIOS L	- 003,1	O SUPPLEMENTAL WITH \$100 FEE (exceeding original estimate of 1,000 cubic yards or less)
3. Name of Access Readi <u>Christer</u>	Tok	O SUPPLEMENTAL WITH NO FEE (fee previously paid with original intent)
4. folal Asreage of Loli 15. 1617	абаатаа мурунин натарараар жана картабату раураар улаган на -	16. We hereby assume responsibility for reporting all earth excavated within 30 days of completion or by the end of the tax year, whichever comes first. (If a Corporation, an Officer must sign.)
B. Date of Permit per R&A 168-4121 OF	Tunkensi Reportation Banniki	comes first. (If a Oorporalion, an Officer must sign.)
6. Date of Report, if required, per RSA 100-Biz	l, i (d):	BIGNATURE (IN IN) OF OWNER(B) OR GÖRPORATE OFFICER(B) BATE BIONED
7. Permit Number per RéA 485-A117, // eny: 🛌	(Alteration of Terrain Parmh)	DISCOLY P PLOUFOR ANTA CLEARLY OR TYPE NAME OF OWNER(8) OR DORPORATE OFFICER(8)
8. Incidental Construction/158.2 Exception: 0/	ieck If YES 🛄	MUMPIPULLE 4/15/15
0, Total Permitted Area (acres):15.1	67	BIGNATURE (In Ink) OF OWNER(S) OR CORPORATE OFFICER(S) DATE SIGNED
10, Excavalion Area (acres) as of April 11		PRINT BLEARLY OR TYPE NAME OF OWNER(B) OR COMPORATE OFFICIER(B)
11. Reclaimed Area (acres) as of April 11		PO BOX 220 MAILING ADDRESS
12. Remaining Guble Yards of Earth to Excavate	175,000+1-	SUCCOL NHI (3975
18, Type of Ownership:		OTTY OR TOWN
Sowner of land		DP PSG @ ADL, COM EMAILADDRESS
O Previous owner retaining deeded earth o	excavation rights	1003 485 30 0 1 HOME PHONE (Enter number without deshes) CELU PHONE (Enter number without deshes)
Owner of earth or earth excavation rig (Fed., State, Municipal, etc) or, remove lands or right-of-ways	ante on public lande ee oarth from public	DATE INTENT SENT TO TOWNI B-MAIL REPORT & GERTIFICATE? YES ON O
14. DESCRIPTION OF EARTH TO BE EXCAVA	TED DURING TAX YEAR	If NO, Report and Carlificate will be mailed to the address above.
BARTH TYPE BOTIMAT	ed oubic yards (cy)	to be completed by assessing official.s
GRAVEL	2000	Amount of Security Required \$ Security Posted (Bond, Certified Check, etc.) \$
8AND		SIGNATURES & DATE OF ASSESSING OFFICIALS
LOAM	benede w (1995) www.ukkdowy (1992) wukkda prove swangara (1992) waada ay katala	The Selectmen/Assassing Officials hereby acknowledge receipt of the Notice of International and applied that
STONE PRODUCTS	2000	1. All owners of record have signed the intent 2. If the land is in Gurrent Use, the land use change tax shall be assessed
other ()		on the non-qualifying land) 3. The form is complete, and
TOTAL	+000	4. Any bond required under RSA 72-BIB has been received,
		SIGNATURE (IMINA) BATE
POR UNA USE ONLY		BIBNATURE WAINER OF WAILERS BATE
SIGNED ORIGINAL GOPY • RE	TAINED BY GITY/TOWN	BIGNATURE (IN INK) BATE BATE BATE

SIGNED COPY TO + OWNER, RETURNED BY ASSESSING OFFICIALS SIGNED COPY TO + DEPT. OF REVENUE, MUNICIPAL & PROPERTY DIVISION

PA-88 Hev 02/2014

ALLENSTOWN HELPFUL LINKS

Allenstown Zoning Ordinance

https://www.allenstownnh.gov/sites/g/files/vyhlif241/f/uploads/zoning_or_ dinance_as_approved_on_030822.pdf

Allenstown Home Page: <u>https://www.allenstownnh.gov/</u>

Allenstown Zoning Map:

https://www.allenstownnh.gov/sites/g/files/vyhlif241/f/uploads/zoning_of ficial_map_2019_aug.pdf

Allenstown Tax Incentive Zone:

New Hampshire Department of Revenue Gravel Tax Information Page: <u>https://www.revenue.nh.gov/mun-prop/property/gravel.htm</u>

<u>MEMORANDUM OF SALE</u> 13 Allenstown Road, Allenstown, New Hampshire

Date: January 31, 2023

I, ______(hereinafter referred to as the "Buyer"), hereby acknowledge that I have this day agreed to purchase at a Mortgagee's Public Auction Foreclosure Sale from GreenLake Real Estate Fund, LLC (hereinafter referred to as the "Seller"), The real estate situated at and numbered: 13 Allenstown Road, Allenstown, State of New Hampshire, for the sum of:

(\$_____) Dollars

Buyer hereby agrees to comply with all of the terms of the sale as stated in this Memorandum of Sale as well as the additional terms, which are attached hereto. Buyer has this day paid to Seller Fifty Thousand Dollars (\$50,000.00) as a non-refundable deposit on the sale, with further payment required to meet Ten Percent (10%) of the final bid amount within forty-eight (48) hours to be paid to the Law Offices of Craig, Deachman & Associates, PLLC, 1662 Elm Street, Manchester, New Hampshire 03101 (Telephone No.: 603-665-9111, email address mvanzanten@cda-law.com). Said deposit shall be forfeited to the use of Seller in the event that Buyer fails to comply with any terms of the sale. Notwithstanding any and all forfeitures, said forfeitures shall not relieve the Buyer of any liability under this contract.

The balance of the purchase price shall be paid in cash, certified or treasurer's check and shall be deposited with the office of Craig Deachman & Associates, PLLC, 1662 Elm Street, Manchester, New Hampshire 03101 within forty-five (45) Days. The said real estate will be conveyed by a Mortgagee's Foreclosure Deed upon receipt of the balance of the purchase price. All of this to be accomplished during normal banking hours and time is of the essence.

No personal property of any nature is included in this contract or sale except such as are particularly mentioned in writing herein.

In addition to the purchase price, the Buyer shall also pay all unpaid real estate taxes, water and sewer bills, municipal liens, tax titles, betterments and assessments, and document tax stamps to the State of New Hampshire (\$15.00 per thousand) with recording charges as required by the Registry of Deeds.

Seller acknowledges that Seller has this day received from the Buyer the sum of Fifty Thousand Dollars (\$50,000.00) as a non-refundable deposit towards this purchase. The real estate is situated at and numbered: 13 Allenstown Road in the Town of Allenstown, State of New Hampshire, and specifically identified in a Mortgage recorded with the Merrimack County Registry of Deeds at Book 3441, Page 0643, this day sold by said Auctioneer at public auction for the sale price as noted above, subject to any and all terms and conditions of the sale.

Buyer:		
• -	(signature)	
	(print name)	
	(Address)	
	(telephone number)	

Seller: <u>GreenLake Real Estate Fund, LLC</u> 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 Fifty Thousand Dollars (\$50,000.00) 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:

(buver) (buver)

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.

Buyer:_____

Seller: <u>GreenLake Real Estate Fund, LLC</u> By its Attorneys: Craig Deachman and Associates PLLC

Property C

84 South Village Road, Loudon, NH

Description

31.3±-acre site along South Village Road made up of two tax parcels with frontage along river.

Building Description

Improved with a 1,224 square foot single family residence, built in 1936. The residence contains 3 bedrooms and one and a half bathrooms with a 1,530 square foot garage.

Zoning: Village District

Deed Reference: Book 2926, Page 928

Road Frontage: 250' + 20'

Water: Private

Sewer: Private

2022 Property Assessment

Map: 20

Tax Rate \$20.19

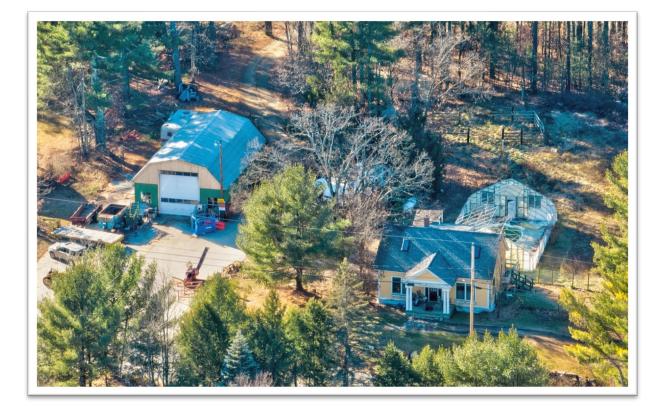
	Assessed Value	Taxes	Outstanding Real Estate Taxes as of 1/31/23	
Lot: 13 (17.4 acres	\$260,000 \$)	\$4,976.64	\$15,204.05	
Lot: 26 (13.9 acre	\$67,259 (current use) s)	\$1,293.31	\$4,334.36	
Total	\$327,259	\$6,269.95	\$19,538.41	

AUCTIONS = REAL ESTATE = RESULTS











Property Card: 84 SOUTH VILLAGE ROAD Town of Loudon, NH

	Parcel ID: 20-13 PID: 000020000013000000 Owner: PLOURDE SAND & GRAVEL CO., Co-Owner: INC Mailing Address: P O BOX 220 SUNCOOK, NH 03275
General Information	Assessed Value
Map: 000020 Lot: 000013 Sub: 000000 Land Use: 1F RES Zone: VILLLAGE DISTRICT Land Area in Acres: 17.4 Current Use: N Neighborhood: N-E Frontage: 00 Waterfront: N View Factor:	Land: \$99,800 Buildings: \$137,600 Extra Features: \$22,600 Total: \$260,000
	Sale History
	Book/Page: 2926-928 Sale Date: 9/11/2006 Sale Price: 300000
Building Details	
Model Description: CAPE Total Gross Area: 1224 Year Built: 1936 Building Grade: AVG+20 Stories: 1.50 STORY	Condition: AVERAGE Depreciation: 0 No. Bedrooms: 3 No. Baths: 1 Adj Bas: 0



www.cai-tech.com Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this report.

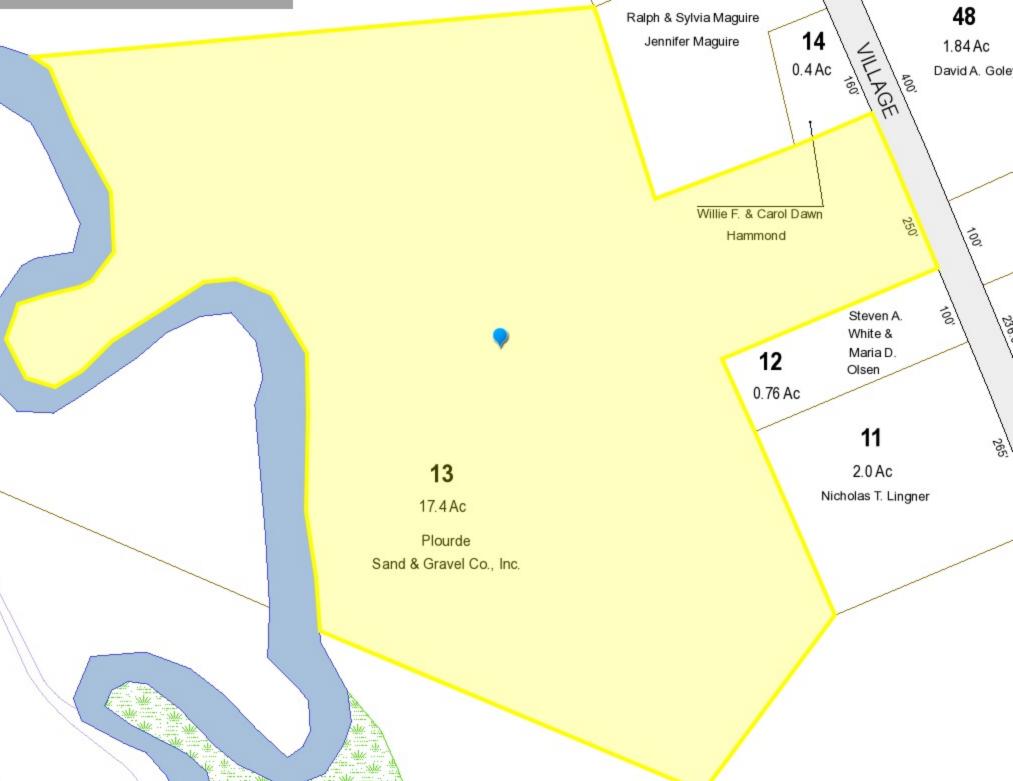


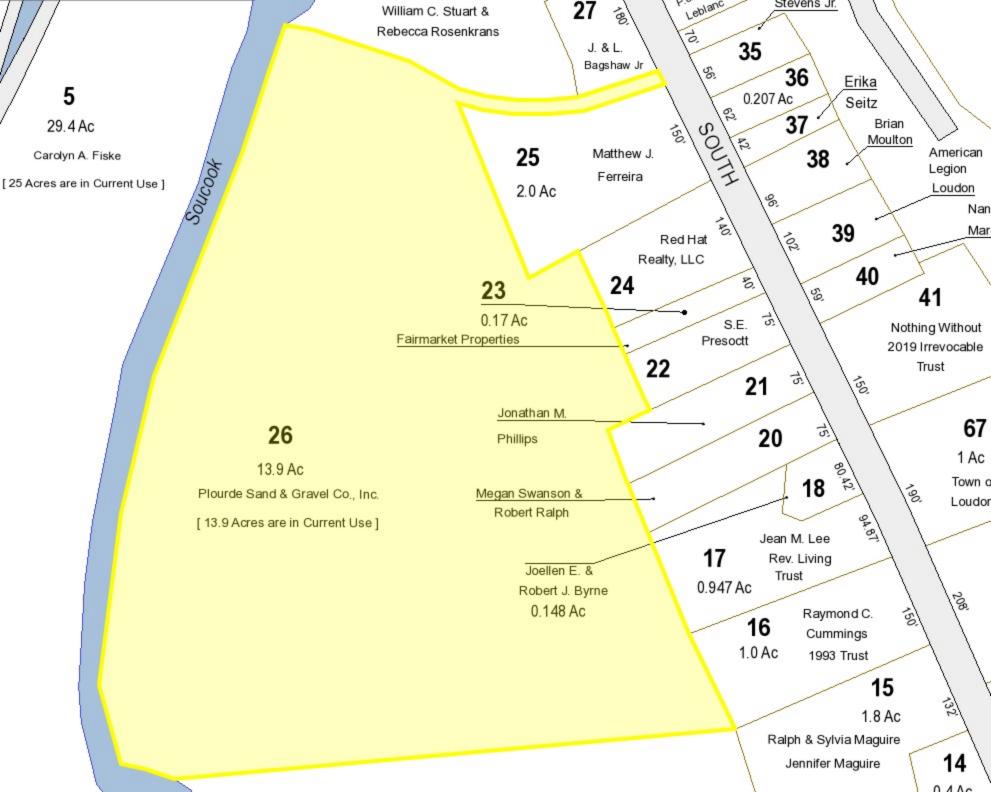
Property Card: SOUTH VILLAGE ROAD Town of Loudon, NH

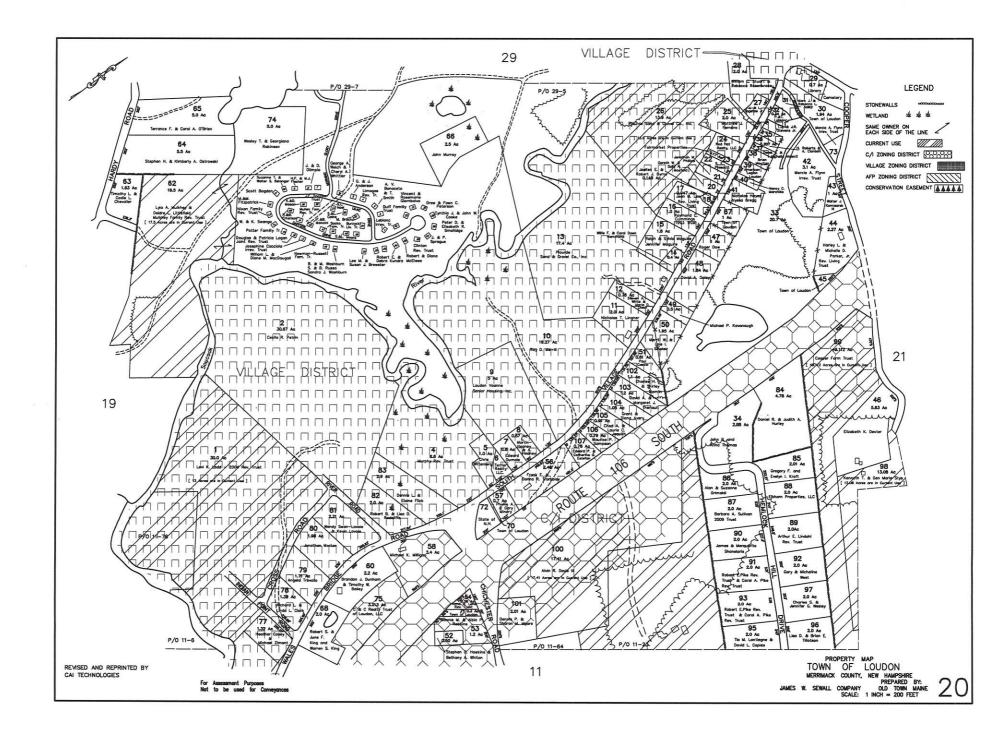
NO PHOTO AVAILABLE	Parcel ID: 20-26 PID: 000020000026000000 Owner: PLOURDE SAND & GRAVEL CO., Co-Owner: INC Mailing Address: P O BOX 220 SUNCOOK, NH 03275
General Information	Assessed Value
Map: 000020 Lot: 000026 Sub: 000000 Land Use: COM/IND Zone: VILLLAGE DISTRICT Land Area in Acres: 13.9 Current Use: Y Neighborhood: N-E Frontage: 00 Waterfront: N View Factor:	Land: \$67,259 Buildings: \$0 Extra Features: \$0 Total: \$67,259
	Sale History
	Book/Page: 2926-928 Sale Date: 9/11/2006 Sale Price: 300000
Building Details	
Model Description: Total Gross Area: 0 Year Built: 0 Building Grade: Stories:	Condition: Depreciation: 0 No. Bedrooms: 0 No. Baths: 0 Adj Bas: 0

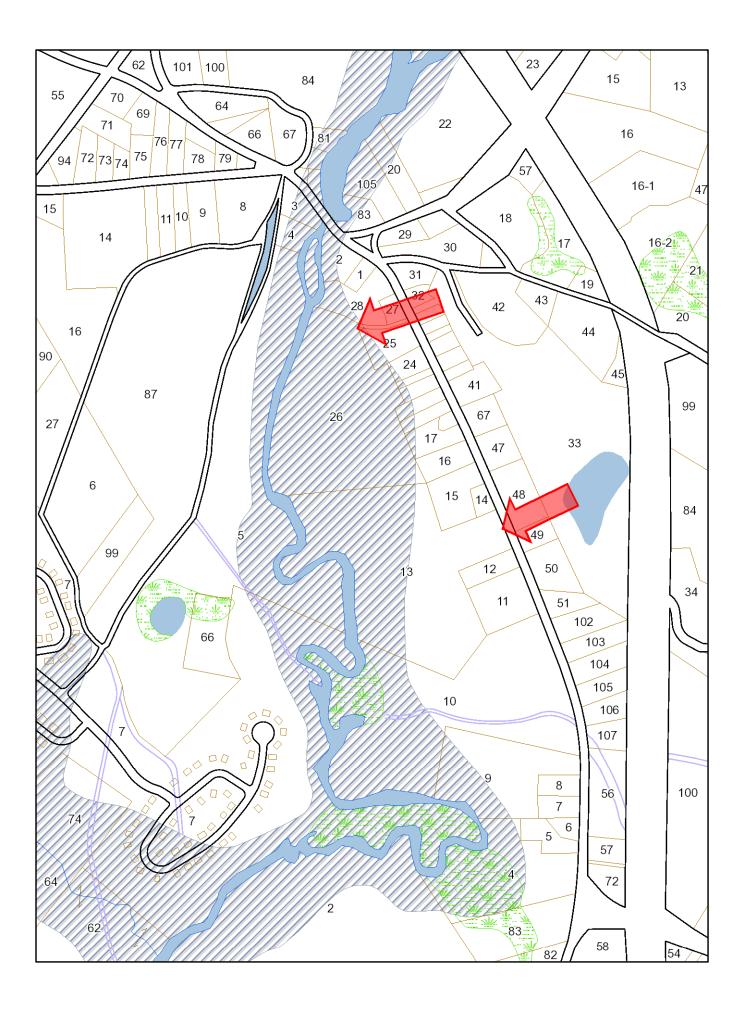


www.cai-tech.com Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this report.









LOUDON HELPFUL LINKS

Town of Loudon Rules, Regulations & Ordinances: <u>https://www.loudonnh.org/planning-board/pages/rules-regulations-ordinances</u>

New Hampshire Department of Revenue Gravel Tax Information Page: <u>https://www.revenue.nh.gov/mun-prop/property/gravel.htm</u>

<u>MEMORANDUM OF SALE</u> 84 South Village Road, Loudon, New Hampshire

Date: January 31, 2023

I, ______(hereinafter referred to as the "Buyer"), hereby acknowledge that I have this day agreed to purchase at a Mortgagee's Public Auction Foreclosure Sale from GreenLake Real Estate Fund, LLC (hereinafter referred to as the "Seller"), The real estate situated at and numbered: 84 South Village Road, Loudon, State of New Hampshire, for the sum of:

(\$_____) Dollars

Buyer hereby agrees to comply with all of the terms of the sale as stated in this Memorandum of Sale as well as the additional terms, which are attached hereto. Buyer has this day paid to Seller Ten Thousand Dollars (\$10,000.00) as a non-refundable deposit on the sale, with further payment required to meet Ten Percent (10%) of the final bid amount within forty-eight (48) hours to be paid to the Law Offices of Craig, Deachman & Associates, PLLC, 1662 Elm Street, Manchester, New Hampshire 03101 (Telephone No.: 603-665-9111, email address mvanzanten@cda-law.com). Said deposit shall be forfeited to the use of Seller in the event that Buyer fails to comply with any terms of the sale. Notwithstanding any and all forfeitures, said forfeitures shall not relieve the Buyer of any liability under this contract.

The balance of the purchase price shall be paid in cash, certified or treasurer's check and shall be deposited with the office of Craig Deachman & Associates, PLLC, 1662 Elm Street, Manchester, New Hampshire 03101 within forty-five (45) Days. The said real estate will be conveyed by a Mortgagee's Foreclosure Deed upon receipt of the balance of the purchase price. All of this to be accomplished during normal banking hours and time is of the essence.

No personal property of any nature is included in this contract or sale except such as are particularly mentioned in writing herein.

In addition to the purchase price, the Buyer shall also pay all unpaid real estate taxes, water and sewer bills, municipal liens, tax titles, betterments and assessments, and document tax stamps to the State of New Hampshire (\$15.00 per thousand) with recording charges as required by the Registry of Deeds.

Seller acknowledges that Seller has this day received from the Buyer the sum of Ten Thousand Dollars (\$10,000.00) as a non-refundable deposit towards this purchase. The real estate is situated at and numbered: 84 South Village Road in the Town of Loudon, State of New Hampshire, and specifically identified in a Mortgage recorded with the Merrimack County Registry of Deeds at Book 3441, Page 0643, this day sold by said Auctioneer at public auction for the sale price as noted above, subject to any and all terms and conditions of the sale.

Buyer:		
	(signature)	
	(print name)	
	(Address)	
	(telephone number)	

Seller: <u>GreenLake Real Estate Fund, LLC</u> By its Attorneys: Craig Deachman and Associates PLLC

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:

(buver) (buver)

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.

Buyer:_____

Seller: <u>GreenLake Real Estate Fund, LLC</u> By its Attorneys: Craig Deachman and Associates PLLC

Property D

40 South Village Road, Loudon, NH

Description

A 4,420 sq. ft. two-story building constructed in 1787 and fully remodeled from 2010 – 2013 on a .90 acre lot. The ground floor level is occupied by Loudon Village Country Store. The store measures 2,300 sq. ft. with counter space, a cooking area, cold and frozen display areas, a bathroom a small office and a seasonal ice cream stand.

The upstairs has two residential units. A 1 bedroom, 1 bath (750 sq. ft.) unit and a 3 bedroom, 1 bath (1,370 sq. ft.) unit.

The property is serviced by city water and natural gas with individual gas meters for each unit. There is on-site parking for approximately 24 cars.

Zoning: Village District

Deed Reference: Book 3481, Page 1334

Road Frontage: 140'

Water: Private

Sewer: Private

2022 Property Assessment

Tax Map: 20

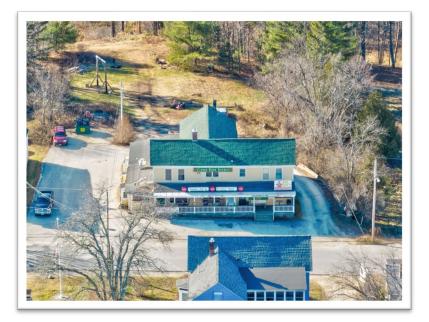
Tax Rate: \$20.19

	Assessed Value	Taxes	Outstanding Real Estate Taxes as of 1/31/23
Lot: 24	\$326,600	\$6,594.00	\$20,082.43
Total:	\$326,600	\$6,594.00	\$20,082.43















Property Card: 40 SOUTH VILLAGE ROAD Town of Loudon, NH

	Parcel ID: 20-24 PID: 000020000024000000 Owner: RED HAT REALTY LLC Co-Owner: Mailing Address: PO BOX 220 SUNCOOK, NH 03275
General Information	Assessed Value
Map: 000020 Lot: 000024 Sub: 000000 Land Use: COM/IND Zone: VILLLAGE DISTRICT Land Area in Acres: 0.9 Current Use: N Neighborhood: N-E Frontage: 00 Waterfront: N View Factor:	Land: \$78,000 Buildings: \$238,100 Extra Features: \$10,500 Total: \$326,600
	Sale History
	Book/Page: 3481-1334 Sale Date: 6/17/2015 Sale Price: 0
Building Details	
Model Description: COLONIAL Total Gross Area: 2398 Year Built: 1787 Building Grade: AVG+30 Stories: 2.00 STORY	Condition: GOOD Depreciation: 0 No. Bedrooms: 0 No. Baths: 1 Adj Bas: 0





201500009896 Recorded in Merrimack County, NH In the Records of Kathi L. Guay, CPO, Register BK: 3481 PG: 1334, 6/17/2015 8:42 AM RECORDING \$14.00 SURCHARGE \$2.00

MERRIMACK COUNTY RECORDS Hatti L. Husy CPO, Register

Prepared by: Barton L. Mayer, Esquire Upton & Hatfield, LLP 10 Centre St., P. O. Box 1090 Concord, NH 03302-1090



<u>DEED</u>

The TOWN OF LOUDON, a municipal corporation, acting by and through its Board of

Selectmen, having a mailing address of 29 S. Village Rd., P. O. 7837, Loudon, NH 03307, for

consideration paid, grants to RED HAT REALTY, LLC, having a mailing address of P. O. Box

220, Suncook, NH 03275, WITHOUT COVENANTS, all of its rights, title and interest in:

A certain property described in the invoice books as Tax Map 20, Lot 24, located at 40 South Village Road, consisting of 0.90 acres of land, including any buildings thereon, as recorded at the Registry of Deeds in Book 3069, Page 1775.

MEANING AND INTENDING to describe and convey all of the Town of Loudon's

rights, title and interest in the premises described in the deed of the Town of Loudon Tax

Collector, dated April 9, 2015, and recorded in the Merrimack County Registry of Deeds at Book

3475, Page 1012.

S/B -7 3475, 1011

201500009896 Recorded in Merrimack County, NH In the Records of Kathi L. Guay, CPO, Register BK: 3481 PG: 1335, 6/17/2015 8:42 AM RECORDING \$14.00 SURCHARGE \$2.00

WHEREFORE, the Town of Loudon has executed this Deed this 16 day of

June, 2015 by signature of its Board of Selectmen, duly authorized.

TOWN OF LOUDON BOARD OF SELECTMEN

Robert P. Knieger Steven R. Ives

STATE OF NEW HAMPSHIRE COUNTY OF MERRIMACK

Then personally appeared Dustin J. Bowles, Robert P. Krieger, and Steven R. Ives, Selectmen of the Town of Loudon, duly authorized to execute the foregoing instrument on behalf of the Town as aforesaid.

Before me,



THIS TRANSFER IS EXEMPT FROM THE REAL ESTATE TRANSFER TAX PURSUANT TO RSA 78-B:2, XVIII.

<u>MEMORANDUM OF SALE</u> 40 South Village Road, Loudon, New Hampshire

Date: January 31, 2023

I, ______(hereinafter referred to as the "Buyer"), hereby acknowledge that I have this day agreed to purchase at a Mortgagee's Public Auction Foreclosure Sale from GreenLake Real Estate Fund, LLC (hereinafter referred to as the "Seller"), The real estate situated at and numbered: 40 South Village Road, Loudon, State of New Hampshire, for the sum of:

(\$_____) Dollars

Buyer hereby agrees to comply with all of the terms of the sale as stated in this Memorandum of Sale as well as the additional terms, which are attached hereto. Buyer has this day paid to Seller Ten Thousand Dollars (\$10,000.00) as a non-refundable deposit on the sale, with further payment required to meet Ten Percent (10%) of the final bid amount within forty-eight (48) hours to be paid to the Law Offices of Craig, Deachman & Associates, PLLC, 1662 Elm Street, Manchester, New Hampshire 03101 (Telephone No.: 603-665-9111, email address mvanzanten@cda-law.com). Said deposit shall be forfeited to the use of Seller in the event that Buyer fails to comply with any terms of the sale. Notwithstanding any and all forfeitures, said forfeitures shall not relieve the Buyer of any liability under this contract.

The balance of the purchase price shall be paid in cash, certified or treasurer's check and shall be deposited with the office of Craig Deachman & Associates, PLLC, 1662 Elm Street, Manchester, New Hampshire 03101 within forty-five (45) Days. The said real estate will be conveyed by a Mortgagee's Foreclosure Deed upon receipt of the balance of the purchase price. All of this to be accomplished during normal banking hours and time is of the essence.

No personal property of any nature is included in this contract or sale except such as are particularly mentioned in writing herein.

In addition to the purchase price, the Buyer shall also pay all unpaid real estate taxes, water and sewer bills, municipal liens, tax titles, betterments and assessments, and document tax stamps to the State of New Hampshire (\$15.00 per thousand) with recording charges as required by the Registry of Deeds.

Seller acknowledges that Seller has this day received from the Buyer the sum of Ten Thousand Dollars (\$10,000.00) as a non-refundable deposit towards this purchase. The real estate is situated at and numbered: 40 South Village Road in the Town of Loudon, State of New Hampshire, and specifically identified in a Mortgage recorded with the Merrimack County Registry of Deeds at Book 3441, Page 0643, this day sold by said Auctioneer at public auction for the sale price as noted above, subject to any and all terms and conditions of the sale.

Buyer:		
• -	(signature)	
	(print name)	
	(Address)	
	(telephone number)	

Seller: <u>GreenLake Real Estate Fund, LLC</u> By its Attorneys: Craig Deachman and Associates PLLC

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:

(buver) (buver)

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.

Buyer:_____

Seller: <u>GreenLake Real Estate Fund, LLC</u> By its Attorneys: Craig Deachman and Associates PLLC

How to Bid Online

In order to bid online, any prospective bidder must first request a property information package. The next step is to create an online bidding account at paulmcinnis.nextlot.com. Finally, submit your Bidder Registration Form with the required Bidder Deposit to the Auctioneer.

The Bidder Registration Form can be found on the last page of the property information package. It can be hand delivered, mailed or emailed to the office of the Auctioneer at 1 Juniper Road, North Hampton, NH 03862. It can be emailed to <u>admin@paulmicnnis.com</u> or sent electronically through Dotloop. To use Dotloop, send your request to <u>admin@paulmicnnis.com</u>.

BIDDER DEPOSIT: If a bidder wishes to bid on one or more of the four properties, he or she will need to provide the required deposit for each of the properties for which they wish to bid. Online Bidders can provide their deposit electronically through **EARNNEST**. **EARNNEST** is a digital payment platform, and a link can be found either on the Auctioneer's website or by request of the auctioneer at <u>admin@paulmcinnis.com</u>. **Electronic Deposits** must be initiated no less than 24 hours prior to the auction.

Deposit Amount Per Property:

Property A - 523-527 West River Road, Hooksett, NH	\$50,000.00
Property B – 13 Allenstown Road, Allenstown, NH	\$50,000.00
Property C – 84 South Village Road, Loudon, NH	\$10,000.00
Property D – 40 South Village Road, Loudon, NH	\$10,000.00

ADDITIONAL DEPOSIT: The Successful Bidder(s) will be required to tender an additional deposit to increase their initial deposit to a total of Ten Percent (10%) of the Total Purchase Price, no later than 48 hours from the close of the auction. The deposit must be by wire transfer or check payable to Paul McInnis LLC Escrow Account in U.S. funds. Should the successful bidder fail to execute the Memorandum of Sale and tender the additional deposit, the Bidder agrees to forfeit the initial deposit(s) which shall become a NON-REFUNDABLE, NON-COMPLIANCE FEE.

You can access the online auction portal by <u>clicking here</u>.

As shown below, you will need to "SIGN UP" in the upper right-hand corner of your screen to register and create your *NextLot* online bidding account. You can also click "request to bid" next to the property you are interested in, and you will be prompted to create your *NextLot* account.

ILMCINNIS LLC	Q Search	English	?	SIGN UP	LOG IN
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Please contact the auction office with any questions admin@paulmcinnis.com or (603) 964-1301



1 Juniper Road, North Hampton, NH 03862 Phone (603) 964-1301 paulmcinnis.com Fax (603) 964-1302



On-site bidders bring this completed form to auction site. Online bidders should email this completed form to admin@paulmcinnis.com

1 Juniper Road, North Hampton, NH 03862 paulmcinnis.com Phone (603) 964-1301 Fax (603) 964-1302 BIDDER REGISTRATION FORM • 23PM-01ABCD Date: Tuesday, January 31st at 11:00 a.m. Re: Plourde Sand & Gravel Inc. Hooksett, Allenstown & Loudon, New Hampshire

Select Property: Property A	Property B	Property C	Property D
FIRST NAME, MIDDLE INITIAL, & LA			
HOME ADDRESS			
CITY, STATE, & ZIP CODE			
MOBILE TELEPHONE NUMBER (MU	IST BE ABLE TO REC	EIVE SMS MESSAGES)	
EMAIL ADDRESS			

BIDDER DEPOSIT: If a bidder wishes to bid on one or more of the four properties, he or she will need to provide the required deposit for each of the properties for which they wish to bid. Bidders can either bring a Cashier's Check or Certified Check, made payable Paul McInnis, LLC Escrow, to the auction location at the time of the sale or they can provide their deposit electronically through EARNNEST. EARNNEST is a digital payment platform, and a link can be found either on the Auctioneer's website, in this package, or by request of the auctioneer at <u>admin@paulmcinnis.com</u>. Electronic Deposits must be initiated no less than 24 hours prior to the auction.

Deposit Amount Per Property:

Property A – 523-527 West River Road, Hooksett, NH	\$50,000.00
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TERMS: Balance due at closing within forty-five (45) days of sale. Subject to all terms of Mortgagee's Notice of Sale. For a Property Information Package with further details go to paulmcinnis.com

I hereby represent that I have reviewed the Property Information Package including the Mortgagee's Notice of Sale, Memorandum of Sale Agreement, and I agree to abide by any and all Terms.

PRINT BIDDER'S NAME:

SIGNATURE OF BIDDER:

23PM-01ABCD Reviewed by: