Property Information Package

AUCTION



3-Bedroom Cape Dover, New Hampshire

Tuesday, June 18th at 10:00 a.m.

4 Dowaliby Court is a 3-bedroom Cape built in 1949 that totals 1,310+/- sq.ft. with a full basement. The home includes a 1-car attached garage, fully fenced yard and is serviced by public water and sewer. Map 35, Block 72-D Assessed Value: \$332,600

Inspection: One hour prior to the auction.

Terms: Five thousand-dollar (\$5,000.00) deposit in cash or certified check, made payable to Paul McInnis LLC Escrow deemed acceptable to mortgagee or agent of the mortgagee at time and place of sale. Balance due at closing within thirty (30) days of sale. Subject to all terms of mortgagee's notice of sale.

DISCLAIMER: No warranty or representation, express or implied, is made by our client, their legal counsel, Paul McInnis LLC or any person providing this information to these parties concerning the completeness or accuracy of the information. Each person who accepts these materials assumes full responsibility for investigating, evaluating, and making all other appropriate inquiries regarding this property. By accepting this information, each person releases our client, their legal counsel and Paul McInnis LLC from any responsibility or liability arising from this information concerning the property.



NOTICE OF MORTGAGEE'S SALE

By virtue of the Power of Sale contained in a certain Mortgage given by Sean Navish and Christine Navish to Northeast Credit Union, which Mortgage is dated August 20, 2021 and recorded in the Strafford County Registry of Deeds on August 26, 2021 at Book 4946, Page 272, pursuant to and in execution of said power of sale and for breach of the conditions of said Mortgage, to wit: nonpayment of principal and interest when due, Northeast Credit Union will sell all of its right, title and interest in and to the Mortgaged Premises described in said Mortgage at PUBLIC AUCTION on

TUESDAY, June 18, 2024

At 10:00 A.M. on the premises located at

4 Dowaliby Court Dover, New Hampshire 03820

Mortgagee makes no representation as to the accuracy or correctness of the above address. A copy of the Mortgage instrument may be examined by any interested person at Kalil & LaCount, 681 Wallis Road, Rye, New Hampshire, (603) 964-1414, during business hours.

To the Mortgagor or any other person claiming a lien or encumbrance against the Mortgaged Premises: YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES ARE SITUATED, WITH SERVICE UPON THE MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORECLOSURE SALE. FAILURE TO INSTITUTE SUCH PETITION AND COMPLETE SUCH SERVICE UPON THE MORTGAGEE CONDUCTING THE SALE PRIOR TO SALE SHALL THEREAFTER BAR ANY ACTION OR RIGHT OF ACTION OF THE MORTGAGOR BASED ON THE VALIDITY OF THE FORECLOSURE.

The name and address of the mortgagee for service of process is Northeast Credit Union, 100 Borthwick Avenue, Portsmouth, New Hampshire 03801. The mortgagee's agent for service of process is Richard R. Rousseau, Kalil & LaCount, 681 Wallis Road, Rye, New Hampshire 03870.

FOR INFORMATION ON GETTING HELP WITH HOUSING AND FORECLOSURE ISSUES, PLEASE CALL THE FORECLOSURE INFORMATION HOTLINE AT 1-800-437-5991. THE HOTLINE IS A SERVICE OF THE NEW

HAMPSHIRE BANKING DEPARTMENT. THERE IS NO CHARGE FOR THIS CALL. YOU MAY ALSO CONTACT THE NEW HAMPSHIRE BANKING DEPARTMENT AT: 53 REGIONAL DRIVE, SUITE 200, CONCORD, NEW HAMPSHIRE 03301 OR ON ITS WEBSITE AT: https://www.banking.nh.gov/ OR VIA EMAIL AT nhbd@banking.nh.gov.

LIENS AND ENCUMBRANCES: The sale of the Mortgaged Premises will be subject to any and all easements, unpaid taxes, prior liens, other encumbrances or restrictions and conditions whether or not of record, which may be entitled to precedence over the mortgage.

NO WARRANTIES: The Mortgaged Premises shall be sold by the Mortgagee and accepted by the successful bidder "AS IS" and "WHERE IS" with all faults. Except for warranties arising by operation of law, the conveyance of the Mortgaged Premises will be made by the Mortgagee and accepted by the successful bidder therefor without any express or implied warranties whatsoever, including without limitation, any representations or warranties with respect to title, possession, permits, approvals, recitations or acreage, hazardous materials and physical condition. All risk of loss or damage to the Mortgaged Premises shall be assumed by and borne by the successful bidder immediately after the closing of the bidding.

TERMS OF SALE: Five Thousand (\$5,000.00) Dollars cash or certified check or other funds acceptable to mortgagee or agent at the time of sale; balance within thirty days, or on delivery of deed, at option of mortgagee. Mortgagee reserves the right to change terms of sale at sale or to add additional terms and to qualify some or all bidders.

Dated this 3rd day of April, 2024

NORTHEAST CREDIT UNION

By its attorneys, KALIL & LaCOUNT

By: /s/ Richard R. Rousseau
Richard R. Rousseau
681 Wallis Road
Rye, New Hampshire 03870
(603) 964-1414
Rich@ryelaw.net

Residential Property Record Card - Dover, New Hampshire

			•
Current Owner	Previous Owne	er History	
Navish Sean &	Name	Deed	Date
Navish Christin	Yunen Rigoberto &	4339/567	11/19/2015
4 Dowaliby Ct Dover Nh 03820	Deutsche Bank National Trust Co	4327/319	09/25/2015
Dover Nii 03020	Camire Glen L	2232/238	09/08/2000

Notes		Eı	ntran	ce Information	
Wdstv W/O Hearth	Date	Time	ID	Actv Entrance Code	Source
Eco=encroach/Tight	10/21/2021	С	JF	Entry Gained	Owner
	05/13/2019	S	JF	Ext. Insp.	
	09/26/2017		SM	Est-See Note	

•	OOK 110. 00 12	50	Oluss. IX	0 50.	. o. our	4 1 01 1
		Miscellaneous		Assessme	ent Informa	tion
	Deed Info:	4603/752-09/27/2018		Assessed Va	alue: *	Prior
	Zoning:	R-12		Land:	134,800	134,800
	Neighborhd:	103		Building:	197,800	178,300
	Living Units:	1		Total:	332,600	313,100
	Street/Road:	Public		Assessed Int	formation: Value:	332,600
	Estimates MRA: Weighted: Market:			Effective DO Value Flag:		

	Sales Hist	tory			
Book/Page	Date	Price	Type	Validity	
4603/752	09/25/2018	259,000	2	08	
4339/567	11/02/2015	121,000	2	37	

		Permit Inform	nation	
Date	Permit #	Price	Purpose	% Comp.
				0
				0

		Lan	d Information		
Туре		Size Grad	le Influence Factor	1, 2 and %	Value
Primary	Α	0.153 0	Economic	-5	134,790

Total Acres for this Parcel	0.153	Total Land Value	134,800

	Out	t Build	ing Info	rmatio	า			
Туре	Qty	Year	Size1	Size2	Grade	Cond	%Good	Value
	0	0	0	0			0%	0
	0	0	0	0			0%	0
	0	0	0	0			0%	0
	0	0	0	0			0%	0
	0	0	0	0			0%	0
	0	0	0	0			0%	0
	0	0	0	0			0%	0
								0
								0
					Total Of	BY for t	his card	0



Inspection witness by:



Property Location:

Bedrooms:

Full Baths:

Half Baths:

Add'l Fixtures:

Residential Property Record Card - Dover, New Hampshire

Parcel ID: 35072-D00000 *Map Block No.* 35-72-D-0 Class: R Use: 101 Card 1 of 1

4 Dowaliby Ct							
Dwelling	Inform	natio	n				
Style:	Саре)					Base
Condo Style:							Addi
Exterior Walls:	Alum	/Viny	/l				Unfin
Story Height:	1.0						Base
Attic:	Full F	in./V	۷h				Attic. Plum
Interior/Exterior:	Sam	е					Heati
Basement:	Full						FBL/
Bsmt Garage:	0						Rec I
Rec Room size:	0	0					Fire I
FBLA size:	0	0					Base
Unfinished Area	0						Exter Sul
WB Fireplace:	Stac	ks 0	Op	enin	gs (0	Sui
MTL Fireplace:	Stac	ks 0	Op	enin	gs (0	Grad
Heating Type:	Basic	0					C & L
Fuel:	Oil						Tot
Heating System:	Force	ed Ai	r				Perc
Year Built:	1949						Eco I
Eff. Yr Built:	0						Func
Ground Flr Area	768						Unde
Tot Living Area:	1310						Mark
Basement Area:	0						Tot
Grade:	C+						
Condition:	Aver	age					
CDU:	ΑV						Low
Building Notes	S:						50
	Low	1st	2nd	3rd	Tot	<u>. </u>	
Rooms:	0	0	0	0	5		

0 0 0

0 0 0 0 1 0

0 0 0 0

0 0 0 0 0

3

•	
Base Price:	168,620
Additions:	43,700
Unfinished Area:	0
Basement:	0
Attic:	44,670
Plumbing:	0
Heating A/C Adj.:	0
FBLA:	0
Rec Room:	0
Fire Place:	0
Basement Garage:	0
Exterior Trim:	0
Subtotal:	256,990
Grade Factor:	1.08
C & D Factor:	0.00
Total RCN:	277,550
Percent Good:	0.75
Eco Depr:	-5
Func Depr:	0
Under Conston %:	0
Market Adj.:	0.00
Total RCNLD:	197,800
Addition Inform	ation

Replacement Costs

Addition Information					
Low	1st	2nd	3rd	Area	Points
	12			78	8600
	13			240	15400
50	10			120	18500
	14			36	1200

	6 E 12 1Fr/B 120	12
24	32 FA/1Fr/B 768	6 EFP 1 78 20 240

Descriptor/Area

A:FA/1Fr/B 768 sqft B:EFP 78 sqft C:FG 240 sqft D:1Fr/B 120 sqft E:FUB 36 sqft



City of Dover

P.O. Box 818 Dover, NH 03821-0818

PROPERTY TAX

REMINDER FOR TAX YEAR 2023

NAVISH SEAN NAVISH CHRISTIN 4 DOWALIBY CT **DOVER NH 03820**

Reference No. 7487

Prop ID

35072 D00000

Location:

4 DOWALIBY CT

Mailing Date:

05/16/2024

Tax Rate Information

Tax Rate per \$1,000 OF NET ASSESSED VALUE City 6.69 \$2,225.09 County 1.78 \$592.03 Local School 8.97 \$2.983.42 State School 1.26 \$419.08

18.70

Make checks payable to: Tax Collector, City of Dover

Important Information Located on Back

Assessed Real Estate Values and Exemptions

Land \$134,800 \$197,800 Building

Net Assessed Value \$332,600 Property Tax and Credits

\$6.219.62 Net Property Tax

Interest of 8% per annum accrues on unpaid balances after due date.

Due Dates:

First Installment Second Installment Jan 12, 2024 Jun 01, 2024

3,109.81 Tax

3,109.81

3.109.81 **Total Due** 3,109.81

City Hall Hours of Operation: Monday through Thursday 8:30am to 5:30pm Friday 8:30am to 4:00pm City Clerk & Tax Collector's office is located on the Lower Level of City Hall

P.O. Box 818

Dover, NH 03821-0818

NAVISH SEAN NAVISH CHRISTIN

4 DOWALIBY CT

DOVER NH 03820

Mail payment with lower portion in enclosed self-addressed envelope. Retain upper portion for your records.

PROPERTY TAX

REMINDER FOR TAX YEAR 2023

Reference No. 7487

Location

Prop ID 35072 D00000

4 DOWALIBY CT

Barcode 1546712 Due Date: 01/12/2024

PAY THIS AMOUNT

\$3,109.81

AMOUNT ENCLOSED

0000007487 01546712 011224 9202401 0000310981 0



288 Central Avenue Dover, New Hampshire 03820-4169 Ph (603) 516-6018 - Fax (603) 516-6666 www.dover.nh.gov

City of Dover, New Hampshire

**ALL INFORMATION REGARDING INFORMATION FOR WATER/SEWER MAY BE OBTAINED BY CALLING 603-516-6028

**ALL INFORMATION REGARDING TAX CREDITS/EXEMPTIONS & ASSESSED VALUE MAY BE OBTAINED BY CALLING: 603-516-6014

DATE: PARCEL ID#:

OWNER NAME:
PROPERTY ADDRESS: 4 DOWN I'by CT

CURRENT TAX YEAR: TY 2023

DUE DATES:1/12/2024 and 6/3/2024

1ST INSTALLMENT AMOUNT BILLED: 2ND INSTALLMENT AMOUNT BILLED: \$

1ST INSTALLMENT PAID DATE: 2ND INSTALLMENT PAID DATE:

> PAST DUE TAX LIEN INFORMATION PLEASE NOTE: WE CANNOT PROVIDE "GOOD THRU" AMOUNTS

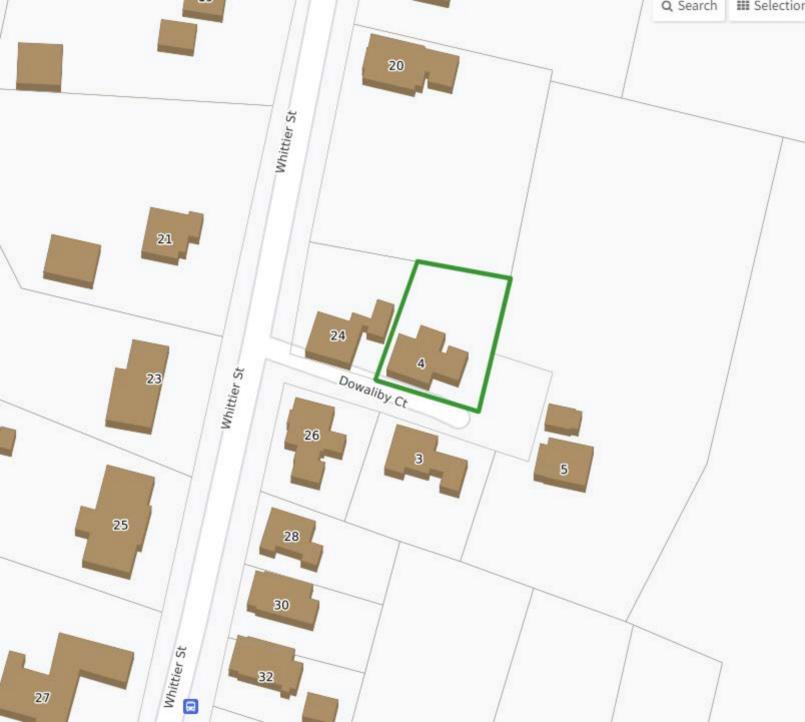
TAX YEAR:

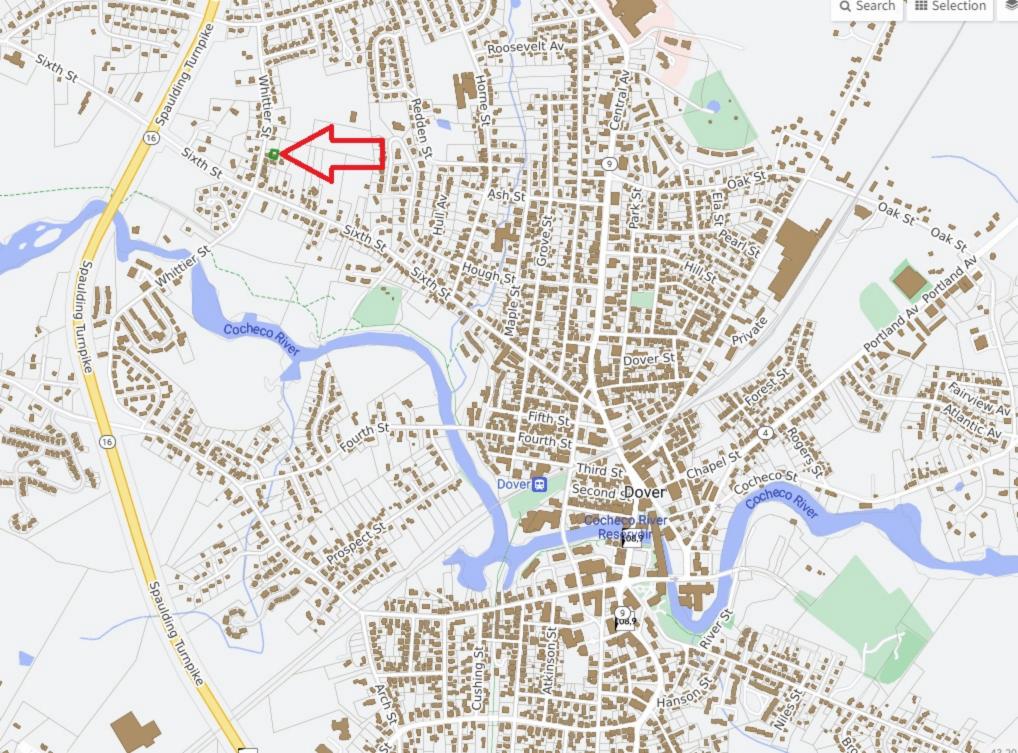
BALANCE DUE: \$ PER DIEM: \$ **DISCHARGE FEE: \$**

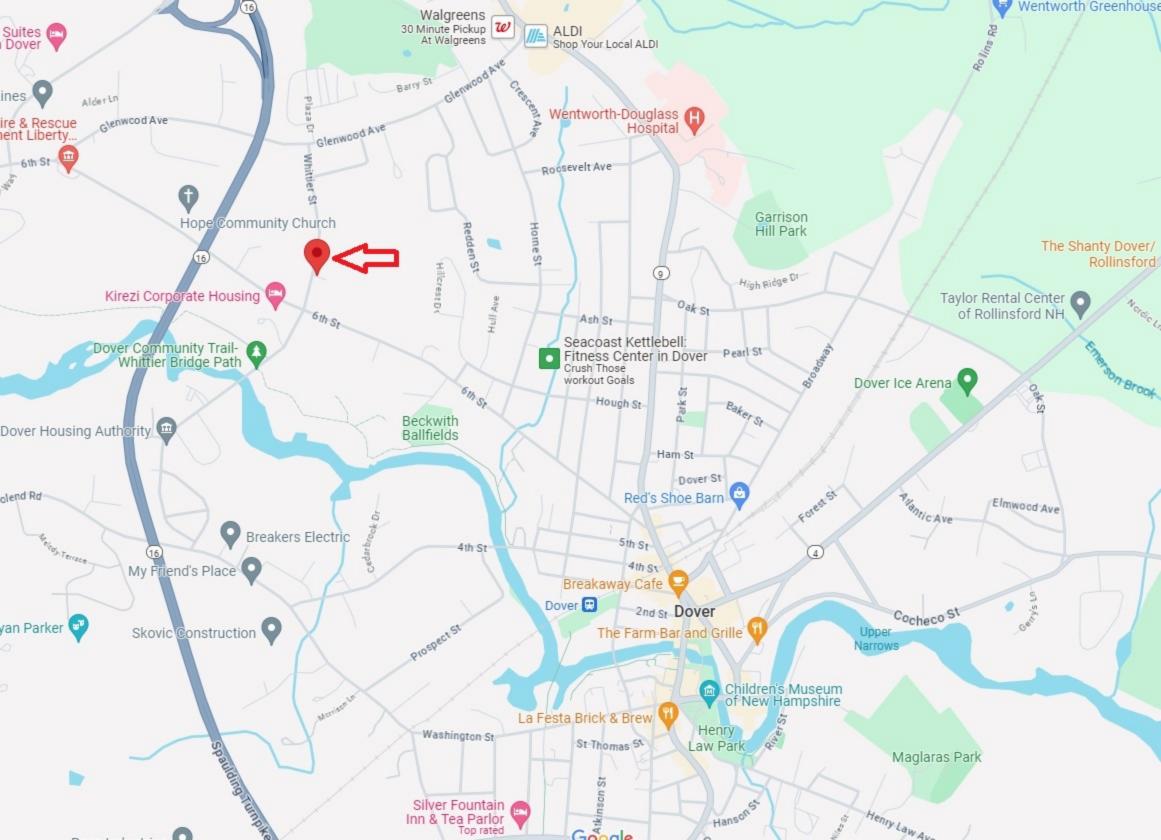
TAX YEAR:

BALANCE DUE: \$ PER DIEM: DISCHARGE FEE: \$

**The information furnished in this document is for the convenience of the user/recipient and is neither an official public record of the City of Dover nor an official record of any taxes or interest due. It is provided as a service or convenience at the request of an individual in an attempt to summarize the City's taxation records; however, the City of Dover makes no express or implied warranties concerning the accuracy, completeness, reliability, or suitability of this information for any particular use. The City of Dover assumes no liability whatsoever associated with the use or misuse of the information. The recipient of this information bears the sole responsibility to verify the accuracy of the information set forth herein generally, including as compared to the tax bills, lien notices, and other official correspondence issued to individual taxpayers by the City of Dover. The official public records from which this information was compiled are kept in the Clerk's/Tax Collector's Office at 288 Central Avenue, Dover, New Hampshire and are available for inspection, review, and copying during normal business hours. The City of Dover reserves all rights and waives none, and the issuance of the information set forth herein shall not in any way impair, inhibit, forestall, waive, or delay the City of Dover's exercise of any rights it has or may have to collect taxes and interest due.















FORECLOSURE REAL ESTATE PURCHASE AGREEMENT

The undersigned Representative of Northeast Credit Union (hereinafter "Seller"), holder of a certain mortgage on real property situate in Dover, County of Strafford and State of New Hampshire described as 4 Dowaliby Court (hereinafter "Premises"), has on this 18th day of June, 2024 conducted a foreclosure sale of said premises pursuant to said mortgage.

1.	TERMS — Purchase Price and Payment: The successful bid price is:	
	Additional Terms, if any	
	TOTAL PURCHASE PRICE:	
	The deposit, receipt of which is acknowledged, is and is NON-REFUNDABLE, except as provided below.	\$5,000 <u></u>
	Additional deposit, if any:	
	The balance due at transfer of title is:	

- 2. TRANSFER OF TITLE: Title shall be transferred by such documents as are required by law, pursuant to foreclosure sale, in the state in which the premises is located. Title shall be transferred on or before Thursday, July 18th, 2024, at the Strafford County Registry of Deeds at 10:00 a.m.
- 3. TENANTS/PERSONS IN POSSESSION: Seller makes no representations as to the claims, if any, of tenants, occupants and/or persons in possession of the premises at the time of the foreclosure sale and/or transfer of title. Purchaser understands and hereby agrees that Seller is not responsible to deliver the premises free of claims of occupants, tenants, and/or persons in possession of the premises, if any, at the time of the foreclosure sale and/or transfer of title.
- 4. TAXES/LIENS: Purchaser understands and agrees that said premises is conveyed subject to unpaid taxes, prior liens and/or enforceable encumbrances and that Seller has disclosed that there may be unpaid taxes, prior liens and/or enforceable encumbrances.
- 5. TITLE EXAMINATION: If Purchaser desires an examination of title, he shall be responsible for the cost thereof.

- 6. OBLIGATIONS: This instrument is to be construed as a New Hampshire contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the Seller and the Purchaser. If two or more persons are named herein as Purchasers and Sellers, their obligation hereunder shall be joint and several.
- 7. TIME: Time is of the essence as to all dates referenced herein. Where necessary to effectuate the intent of the parties, the Agreement herein shall survive the closing. The terms and conditions hereof shall bind and the benefits inure to the parties hereto and their heirs, devisees, personal representatives, successors and assigns.
- 8. DEFAULT: In the event the Purchaser fails to perform Purchaser's covenants and agreements hereunder, Purchaser shall forfeit Purchaser's deposit and, in addition, shall be responsible for all losses and expenses incurred by the Seller as a result of Purchaser's nonperformance, including without limitation, all costs and expenses, including reasonable attorney's fees, incurred by Seller in conducting another foreclosure sale of the premises. Purchaser shall also be responsible to Seller for the difference between the amount of Purchaser's bid for the property at the foreclosure sale and the amount bid at any subsequent foreclosure sale if the subsequent bid is lower than the Purchaser's bid.
- 9. PRIOR STATEMENTS: All representations, statements and agreements heretofore made between the parties hereto are merged in this Agreement, which alone fully and completely expresses their obligations. This Agreement is entered into by each party after opportunity for investigation. Neither party is relying on any statements or representations not embodied in this Agreement made by the other or on his behalf, including but not limited to those statements or representations contained in the Notice of Mortgagee's Sale, brochures, or any advertisements regarding this sale.
- 10. WARRANTIES: The premises is conveyed "AS IS." Seller hereby makes no warranties, implied or expressed, with regard to this transaction.
- 11. INFORMATION: The Purchaser is further informed that all information prepared by the Auctioneer relative to this auction sale has been prepared solely for the convenience of the Purchaser and there is no warranty or guaranty pertaining to the accuracy of the same, other than said information is reasonably correct, by the Auctioneer, the Seller or the Attorney or other representative of the Seller.
- DAMAGE: All risk of loss or damage, howsoever caused, shall be borne by the Purchaser as of the time his bid is accepted by the Auctioneer and any such loss or damage will not release the Purchaser from paying the purchase price in full. The Purchaser shall also be solely and exclusively responsible for gaining occupancy or possession of any portion of the premises including the institution of eviction proceedings if necessary.

- 13. DEPOSIT: The sale shall not be complete until the successful bidder has made the required deposit, which shall be forfeited if he does not perform his part of the agreement. In case of forfeiture, the deposit shall become the property of the Seller and shall not be applied on the Mortgage debt and such forfeiture shall not release the Purchaser from his agreement unless so specified in writing.
- 14. SUBSTITUTION: The Seller reserves the right to substitute itself for the second highest bidder in the event the second highest bidder shall default, the Mortgagee having reserved the right to sell to the second highest bidder in the event of the default by the highest bidder.
- 15. SELLER DEFAULT: If the Seller is unable to convey good record title to the successful bidder for any reason, the Seller's sole responsibility shall be the return of any deposit paid. The successful bidder shall thereafter have no further recourse against the Seller, the Seller's Attorney or the Auctioneer and the obligations of all parties under this Foreclosure Real Estate Purchase Agreement shall be null and void.
- 16. ADDITIONAL PROVISIONS: Purchaser shall be responsible for payment of all recording fees and the New Hampshire transfer tax.

WITNESS our hands this 18th day of June, 2024.

	MORTGAGEE / SELLER – Northeast Credit Union
Witness	By:
Witness:	
Williess.	Printed Name:
	Address:
	Phone Number:
Witness:	 Purchaser
	Printed Name: