Property Information Package

## AUCTION



Two Abutting Residential Properties

Barrington, New Hampshire

Wednesday, June 26th at 10:00 a.m.

**375 Greenhill Road** is a  $1.57\pm$  acre lot improved by a slab, screenhouse, shared well and private septic system. Map 210, Lot 27 Assessed Value: \$111,400

**383 Greenhill Road** is a  $.65\pm$  acre lot improved by a 3 bedroom, 2,110 sq.ft. home with attached barn and detached garage. Map 210, Lot 27-1 Assessed Value: \$404,100

**Inspection:** One hour prior to the auction, if permitted.

**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 forty-five (45) days of sale. Properties may be offered separately or together. 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.



## **MORTGAGEE'S SALE**

For breach of condition set forth in a certain Mortgage Deed from John H. Canney and Sheila M. Canney, with an address of 375 Greenhill Road, Barrington, Strafford County, State of New Hampshire, to Federal Savings Bank, with an address of 633 Central Avenue, Dover, New Hampshire, dated January 28, 2009, and recorded at the Strafford County Registry of Deeds at Book 3707, Page 909 and by virtue of the power of sale contained in said mortgage, for the purpose of foreclosing the same, default having been made in the conditions thereof, First Seacoast Bank, successor to Federal Savings Bank will sell at public auction on June 26, 2024 at 10:00 A.M. on the premises as shown in the mortgage referenced above with the auction being held on the premises located at 375 or 383 Greenhill Road, Barrington, Strafford County, State of New Hampshire, the premises as described in the mortgage and more particularly described as follows:

Parcel #1: A certain tract or parcel of land with the buildings thereon situate on the Westerly side of Green Hill Road, so-called, in the Town of Barrington, County of Strafford and State of New Hampshire, bounded and described as follows:

Beginning at a point on the Westerly side of Green Hill Road at the Southeasterly corner of land now or formerly owned by Ralph Banks being the Northeasterly corner of the tract herein conveyed; thence running in a Westerly direction along land now or formerly of said Banks, a distance of One Hundred and Fifty (150) Feet, more or less, to other land now or formerly of said Banks; thence turning and running in a Southerly direction along land now or formerly of said Banks a distance of One Hundred Fifty (150) Feet, more or less, to land now or formerly

owned by one Erickson; thence turning and running in an Easterly direction along land now or formerly of said Erickson, a distance of One Hundred Fifty (150) Feet, more or less, to the Westerly edge of Green Hill Road; thence turning and running in a Northerly direction along said Westerly side of Green Hill Road a distance of One Hundred Fifty (150) Feet to the point of beginning.

Meaning and intending to describe the same premises conveyed to John H. Canney and Sheila M. Canney by Warranty Deed of Weymouth Canney and Helen Canney dated July 15, 1971 and recorded at the Strafford County Registry of Deeds in Book 888, Page 170.

Parcel #2: Also, a certain parcel of land situate westerly of Green Hill Road in Barrington, County of Strafford and State of New Hampshire, and contiguous to the Westerly boundary of other land of the said Canneys (conveyed to them by deed of Weymouth Canney and Helen Canney dated July 15, 1971 and recorded in Strafford County Registry of Deeds in Book 888, Page 170), bounded and described as follows:

Beginning at the northeasterly corner of the parcel herein conveyed at other land of the said Canneys, thence running Southerly by other land of the said Canneys One Hundred Fifty (150) Feet to land now or formerly of one Erickson; thence turning and running Westerly by said Erickson land One Hundred Twenty-Five (125) Feet , more or less, to a stake to be placed in the ground; thence turning and running Northerly on a line parallel to the first mentioned bound One Hundred Fifty (150) Feet, more or less, by other land of Banks to a stake to be placed in the ground; thence turning and running Easterly by Banks land One Hundred Twenty-Five (125) Feet, more or less, to the point of beginning.

Meaning and intending to describe the same premises conveyed to John H. Canney and Sheila M. Canney by Warranty Deed of Ralph Banks dated August 31, 1973 and recorded in the Strafford County Registry of Deeds in Book 978, Page 491.

Parcel #3: Also a certain tract or parcel of land situate on the Westerly side of Green Hill Road in Barrington, in the County of Strafford and State of New Hampshire, bounded and described as follows:

Beginning at an iron pipe on the Westerly sideline of said road at the Northeasterly corner of other land of John H. and Sheila M. Canney; thence running Westerly by the Northerly sideline of said Canney land for a distance of Two Hundred Seventy-Five (275) Feet, more or less, to an iron pipe at other land of Ralph F. Banks; thence turning and running Northerly by said Banks land for a distance of One Hundred (100) Feet, more or less, to an iron pipe at other land of Banks; thence turning and running Easterly by said Banks land for a distance of Two Hundred Seventy-Five (275) Feet, more or less, to an iron pipe on the Westerly sideline of Green Hill Road; thence turning and running Southerly by the Westerly sideline of said road for a distance of One Hundred (100) Feet, more or less, to the point of beginning.

Meaning and intending to describe the same premises conveyed to John H. Canney and Sheila M. Canney by Warranty Deed of Ralph F. Banks dated December 16, 1975 and recorded at the Strafford County Registry of Deeds at Book 978, Page 492.

The above described three parcels of land are all adjacent to each other on said Green Hill Road. Parcel #1 and Parcel #2 have been merged into a single parcel.

To the mortgagor or any person claiming a lien on 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, or its agent, 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 original mortgage deed may be examined at First Seacoast Bank, 633 Central Avenue, Dover, New Hampshire.

Address for Service of Process: Jennifer Fieldsend, Vice President, First Seacoast Bank, 633 Central Avenue, Dover, Strafford County, State of New Hampshire.

The sale shall be held upon the mortgaged premises on 375 or 383 Greenhill Road, Barrington, Strafford County, State of New Hampshire. The mortgaged premises shall be sold subject to all unpaid taxes, mortgages and all other liens entitled to precedence over the mortgage.

The terms of the sale are as follows: Five Thousand Dollars (\$5,000) payable in cash or certified check at time of sale. The balance of the purchase price must be paid in full by the successful bidder by certified check or in other immediately available funds on or before the 45th day after the date of the sale, time being of the essence. If the successful bidder fails to complete the purchase of the mortgaged premises in accordance with the preceding sentence, then the mortgagee may retain the deposit in full as liquidated damages resulting from the successful bidder's failure to perform. Conveyance of the mortgaged premises shall be by foreclosure deed to be delivered to the successful bidder upon the mortgagee's receipt of the balance of the purchase price. A memorandum purchase and sale agreement (the "Agreement") must be executed at the time of the sale by the successful bidder. A copy of the agreement will be available for inspection prior to the sale. The property to be sold at the sale shall be sold "AS IS AND WHERE IS" and subject to prior liens.

Exclusion of Warranties: 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 without any other express or implied representations or warranties whatsoever.

The mortgagee reserves the right to (1) cancel or continue the foreclosure sale to such later date as the mortgagee may deem desirable; (2) bid on and purchase the mortgaged premises at the sale; (3) reject any and all bids for the mortgaged premises; (4) offer the premises as separate lots or in the entirety, or both; and (5) amend or alter the terms of the sale stated in this notice by oral or written announcement made at any time before or during the sale, in which event such terms as amended or altered shall be binding on all bidders and interested persons.

For information on getting help with housing and foreclosure issues, please call the Foreclosure hotline at 1-800-437-5991. The hotline is a service of the New Hampshire banking department. There is no charge for this call. New Hampshire banking department, 53 Regional Drive, Suite 200, Concord, NH 03301.

Dated at Dover, New Hampshire this  $\underline{9\%}$  day of  $\underline{\cancel{May}}$ , 2024.

FIRST SEACOAST BANK

By its Attorney,

James H. Schulte, Esq.

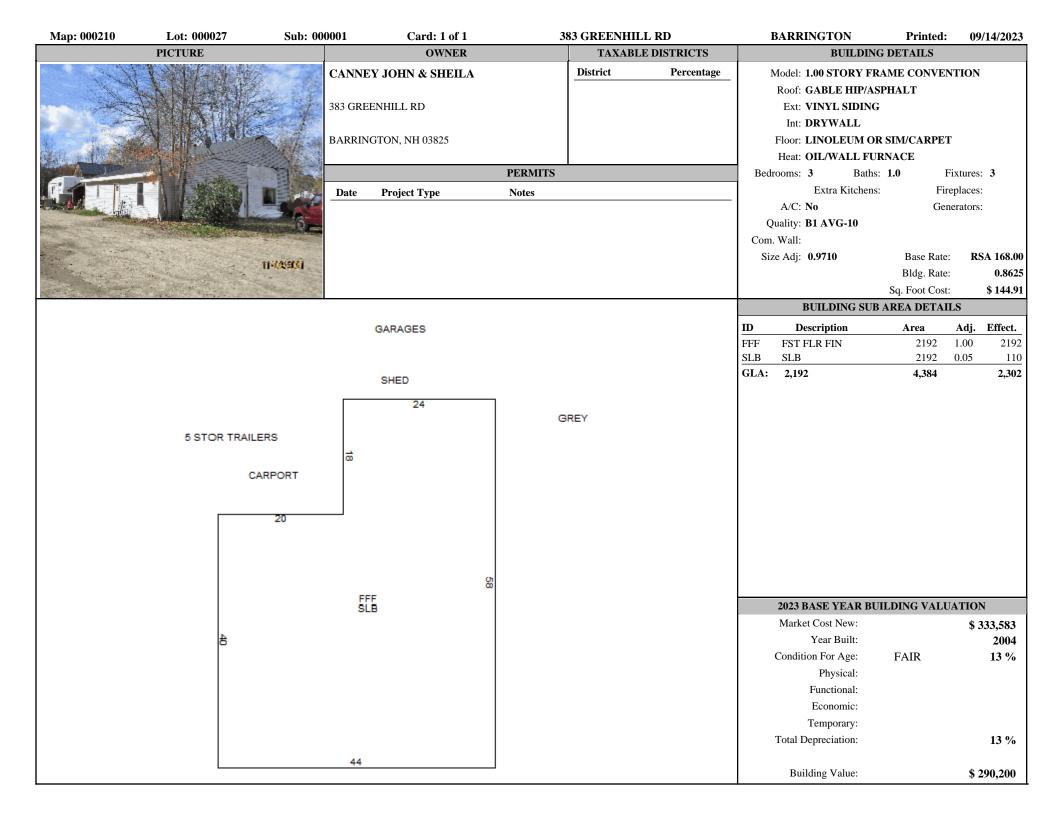
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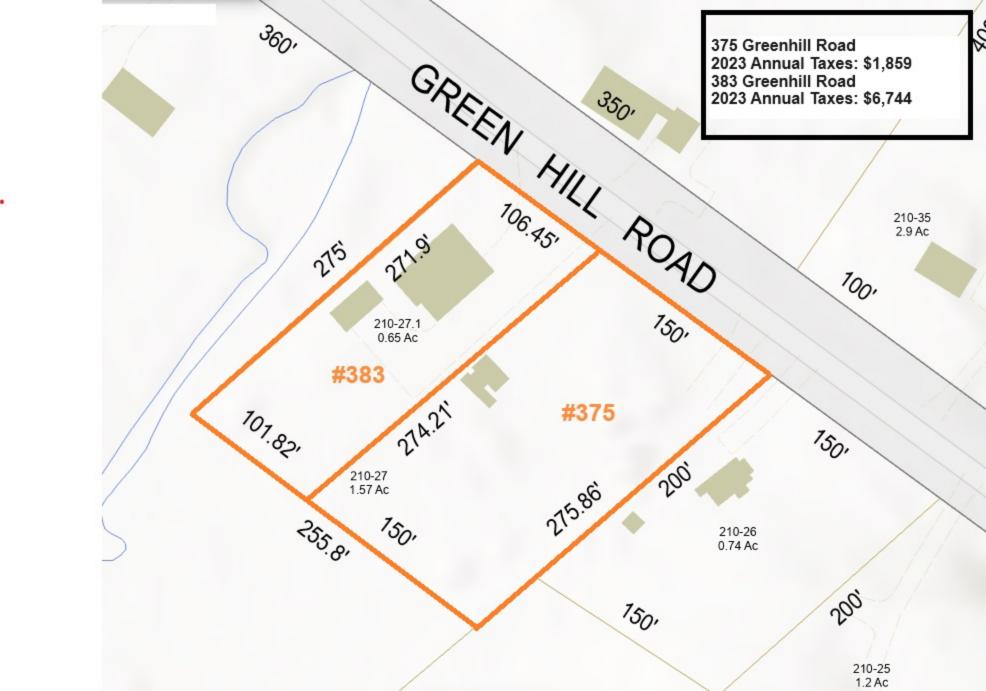
Jim@brutonlaw.com

Map: 000	0210	Lot: 000027	Sub	: 000000	Ca	rd: 1 of 1		375 (	GREENHILL	RD	1	BARRINGTON	Printed:	09/14/2023
	OWNER	INFORMATION					SALE	S HISTORY				Pl	CTURE	
CANNEY J	JOHN & SH	IEILA		Date	Book P	age Ty	pe	Price Gra	ntor		_			
383 GREENI	HILL RD													
BARRINGTO	ON, NH 0382	5												
Di Huth (61)		NG HISTORY					ĭ	NOTES						
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07/01/19	MCRR							02;, 21- LOOSE						
05/05/16	BHTR													
01/12/16	BHPL													
04/30/15	BHTM													
10/21/14	BHPR													
06/18/14	MWRR													
04/23/14	MWTR													
				EXTRA FE	ATURES VA	LUATION	I					MUNICIPAL SO	FTWARE BY AV	TAR
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								1,7	00					
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											<u>Year</u>	Building	Features	Land
											2021	\$ 0	\$ 2,000	\$ 85,900
													Parcel Tot	al: \$ 87,900
											2022	\$ 0	\$ 2,000	\$ 85,900
													Parcel Tot	al: \$ 87,900
											2023	\$ 0	\$ 1,700	\$ 109,700
													Parcel Total	: \$ 111,400
				LA	ND VALUATI	ON						LAST REV	ALUATION: 2023	
Zone: RUR	AL <b>Minim</b> u	ım Acreage: 2.00 Mi	nimum Fr	ontage: 200	)							Site:	Driveway: DIRT	Road: PAVED
Land Type		Units	Base Ra	ite NC	Adj Site	Road	DWay	Topography	Cond	Ad Valorem	SPI R	Tax Value Notes		
1F RES		1.570 ac	109	9,680 1	100 100	100	100		100	109,700	0 N	109,700		
		1.570 ac								109,700		109,700		

Map: 000210	Lot: 000027	Sub: 000000	Card: 1 of 1	37	5 GREENHILI	L RD	BARRI	NGTON	Printed:	09/14/202
	PICTURE		OWNER		TAXABLE	EDISTRICTS		BUILDING I	<b>ETAILS</b>	
		CANN	EY JOHN & SHEILA		District	Percentage	Model:			
						_	Roof:			
		383 GR	EENHILL RD				Ext:			
							Int:			
		BARRII	NGTON, NH 03825				Floor:			
							Heat:			
				PERMITS			Bedrooms:	Baths:		tures:
		Date	Project Type	Notes				Extra Kitchens:	Firep	
			5 RENEWAL PERMIT	RENEW PER	MIT FOR RESID	ENCE.	A/C:		Gener	ators:
			5 SEPTIC 4 DEMOLITION	FIRE			Quality:			
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Map: 000210	Lot: 000027	Sub: (	00001	Car	d: 1 of 1		383 GR	EENHILL RI	D	В	ARRINGTON	Printed:	09/14/2023
OWNER I	NFORMATION					SALES	HISTORY				Pl	CTURE	
CANNEY JOHN & SHI	EILA		Date	Book Pa	ge Typ	e	Price Granto	or		-			
383 GREENHILL RD													
BARRINGTON, NH 03825													
LISTIN	G HISTORY					N	OTES						
11/02/21 NMCL		T.	PVT WTR/SI	PTC 2014-FI	RE DESTO	RYED D	WELL, 5 TT USE	D AS STORAG	E,				
05/19/21 JHCR			ADJ GAR, 21	I- LOOSE D	OGS, NO N	MEARUR	E ADJ SKETCH.	11/21-DWELLI	NG IS				
07/01/19 MCRR			FORMER GA	AR, ADJ OB	Y'S, ADJ S	KETCH,	ADJ BED +BATH	CT, ADJ CONE	).				
05/05/16 BHCR 04/30/15 BHTM													
0 1/30/13 BIII1													
		E	XTRA FEAT	URES VAL	UATION						MUNICIPAL SO	FTWARE BY AV	ITAR
Feature Type	1	Units Lngt	h x Width	Size Adj	Rate	Cond	Market Value	Notes		ĺ	BARRINGT	ON ASSESS	SINC
CARPORT WOOD FRAM	IE .	260	13 x 20	122	17.00	) 30	1,618	ATT TO DWE	LL	-			)IIVO
SHED WOOD		900	25 x 36	78	12.00	30	2,527	ATT TO DWE	LL		OI	FFICE	
STORAGE TRAILER		4		100	500.00		2,000						
GARAGE			20 x 26	91	35.00						PARCEL TOTA	L TAXABLE VA	LUE
GANGE			18 x 26	94	35.00			ATT TO OTHE	ER GAR	Year	Building	Features	Land
CANOPY SCREENHOUSE			10 x 26 13 x 23	122 114	15.50 10.00		1,475	ATT TO GAR		2021	\$ 227,400	\$ 17,800	\$ 69,900
CANOPY			13 x 23 17 x 23	101	15.50		,	ATT TO SCRN	JHSE	l		Parcel Tota	1: \$ 315,100
AG POOL		1	17 X 23	400	0.00			18 X 36	VIIDE	2022	\$ 223,400	\$ 26,700	\$ 69,900
							30,500					Parcel Tota	1: \$ 320,000
							,			2023	\$ 290,200	\$ 30,500	\$ 83,400
												Parcel Tota	l: \$ 404,100
			LAND	VALUATIO	ON						LAST REV	ALUATION: 2023	
Zone: RURAL Minimur	n Acreage: 2.00 Min	imum Fron	tage: 200								Site:	Driveway: DIRT	Road: PAVED
Land Type	Units	Base Rate	NC Ac	dj Site	Road	DWay	Topography	Cond A	Ad Valorem	SPI R	Tax Value Notes		
1F RES	0.650 ac	83,4	00 1 10	00 100	100	100		100	83,400	0 N	83,400		
	0.650 ac								83,400		83,400		





Displaying results for Address: 375 GREENHILL RD.

Due amounts reflect interest as of 6/26/2024.

Change Date

The total due on this page is \$929.00.

Add All To Cart

Show Unpaid Only

Invoice Number: 2024P01010503

Print

\$929.00

Current Owner

CANNEY JOHN & SHEILA

Due Date 7/1/2024

Bill Amount

Current Owner 2

CANNEY JOHN & SHEILA

Location

375 GREENHILL RD

Principal \$929.00

Type

Property Tax

Interest \$0.00

Map-Lot-Sub

Billed Owner

000210-000027-000000

Penalties \$0.00 \$929.00

Acres

1.57

Total Due

The Net Assessment was \$111,400 at the time of this bill.

Assessment w

Add To Cart

Transactions

Displaying results for Address: 383 GREENHILL RD.

Due amounts reflect interest as of 6/26/2024.

Change Date

The total due on this page is \$3,370.00.

Add All To Cart

Print

Show Unpaid Only

Invoice Number: 2024P01010	Invoice	Number:	2024P0	10105	04
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 Current Owner
 CANNEY JOHN & SHEILA
 Due Date
 7/1/2024

 Current Owner 2
 Bill Amount
 \$3,370,00

Current Owner 2 Bill Amount 53,370.00
Billed Owner CANNEY JOHN & SHEILA

 Billed Owner
 CANNEY JOHN & SHEILA

 Location
 383 GREENHILL RD
 Principal
 \$3,370.00

 Type
 Property Tax
 Interest
 \$0.00

 Type
 Property Tax
 Interest
 \$0.00

 Map-Lot-Sub
 000210-000027-000001
 Penalties
 \$0.00

Acres 0.65 **Total Due** \$3,370.00

The Net Assessment was \$404,100 at the time of this bill.

Add To Cart

Assessment v

Transactions 🔻

## FORECLOSURE REAL ESTATE PURCHASE AGREEMENT

of Ne	The undersigned Representative of First Seacoast Bank (ertain mortgage on real property situate in Barrington, Cow Hampshire described as Greenhill Road, (her 6 <sup>th</sup> day of June, 2024 conducted a foreclosure sale of said page.	unty of Strafford and State einafter "Premises"), has on
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.	<u>\$5,000</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 Friday, August 9<sup>th</sup>, 2024, at the Strafford 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 26<sup>th</sup> day of June 2024.

	MORTGAGEE / SELLER – First Seacoast Bank
Witness	By:
Witness:	Purchaser Printed Name: Address:
	Phone Number:
Witness:	Purchaser Printed Name: