

AUCTION



Condo Near North Beach Hampton, New Hampshire

Thursday, August 1st at 11:00 a.m.

515 Winnacunnett Road, Unit 11 is a 1-bedroom, 1-bathroom condominium unit that totals 1,085+/- sq.ft. and is only 3/10ths of a mile from the beach. The unit is serviced by public water and sewer, HOA fee is \$100/month. Map 222, Block 118, Unit 11. The association is known as the Horizons Condominium Project, there are 13 units in total sited on a common 4.6± acre parcel facing the salt marsh.

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 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 Douglas Sagar to Northeast Credit Union, which Mortgage is dated September 21, 2006 and recorded in the Rockingham County Registry of Deeds on September 25, 2006 at Book 4711, Page 2502, pursuant to and in execution of said power of sale and for breach of the conditions of said Mortgage, to wit: nonpayment of principal and interest when due, Northeast Credit Union will sell all of its right, title and interest in and to the Mortgaged Premises, known as 515 Winnacunnet Road, Unit 11, Hampton, Rockingham County, New Hampshire 03842 and described in said Mortgage at PUBLIC AUCTION on

THURSDAY, AUGUST 1, 2024

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

**515 Winnacunnet Road, Unit 11,
Hampton, Rockingham County, New Hampshire 03842**

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 31st day of May, 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



515 WINNACUNNET RD UNIT #11

Location 515 WINNACUNNET RD UNIT #11

Mblu 222/ 118/ / 11/

Acct# 5690

Owner SAGAR, DOUGLAS

Municipality

Assessment \$193,700

Appraisal \$193,700

PID 5690

Building Count 1

Wetlands Permit

Lot Type

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$193,700	\$0	\$193,700

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$193,700	\$0	\$193,700

Owner of Record

Owner SAGAR, DOUGLAS

Sale Price \$42

Co-Owner

Certificate

Address 515 WINNACUNNET RD.
HAMPTON,, NH 03842-2771

Book & Page 2878/2502

Sale Date 06/06/1991

Instrument 00

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
SAGAR, DOUGLAS	\$42		2878/2502	00	06/06/1991
WHITE GABLES CABIN CT INC	\$0		2720/0188		12/01/1984

Building Information

Building 1 : Section 1

Year Built: 1930
Living Area: 1,085
Replacement Cost: \$302,587
Building Percent Good: 64
Replacement Cost Less Depreciation: \$193,700

Building Photo



(<https://images.vgsi.com/photos2/HamptonNHPhotos/A0010111173.jpg>)

Building Attributes	
Field	Description
Style:	Condominium
Model	Res Condo
Stories:	1 Story
Grade	Below Average
Occupancy	1
Interior Wall 1:	Drywall/Sheet
Interior Wall 2:	
Interior Floor 1	Carpet
Interior Floor 2	
Heat Fuel:	Gas
Heat Type:	Hot Water
AC Type:	None
Ttl Bedrms:	1 Bedroom
Ttl Bathrms:	1 Full
Ttl Half Bths:	0
Xtra Fixtres	0
Total Rooms:	3
Bath Style:	Modern
Kitchen Style:	Modern
Kitchen Type	00
Kitchen Func	00
Primary Bldg Use	
Htwtr Type	00
Atypical	
Park Type	N
Park Own	N
Park Tandem	N
Fireplaces	
Num Part Bedrm	
Base Flr Pm	
Num Park	00
Pct Low Ceiling	
Unit Locn	
Grade	Average
Stories:	0

Building Layout

BAS
(1,085 sq)

(ParcelSketch.ashx?pid=5690&bid=5732)

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	1,085	1,085
		1,085	1,085

Residential Units:	0
Exterior Wall 1:	Vinyl Siding
Exterior Wall 2:	
Roof Structure	Gable/Hip
Roof Cover	Asph/F Gls/Cmp
Cmrc Units:	0
Res/Com Units:	0
Section #:	0
Parking Spaces	0
Section Style:	0
Foundation	
Security:	
Cmplx Cnd	
Xtra Field 1:	
Remodel Ext:	
Super	
Grade	

Extra Features

Extra Features	<u>Legend</u>
No Data for Extra Features	

Land

Land Use

Use Code 1021
Description CONDO NL MDL-05
Zone RB
Neighborhood 50
Alt Land Appr No
Category

Land Line Valuation

Size (Acres) 0
Frontage 0
Depth 0
Assessed Value \$0
Appraised Value \$0

Outbuildings

Outbuildings	<u>Legend</u>
No Data for Outbuildings	

Valuation History

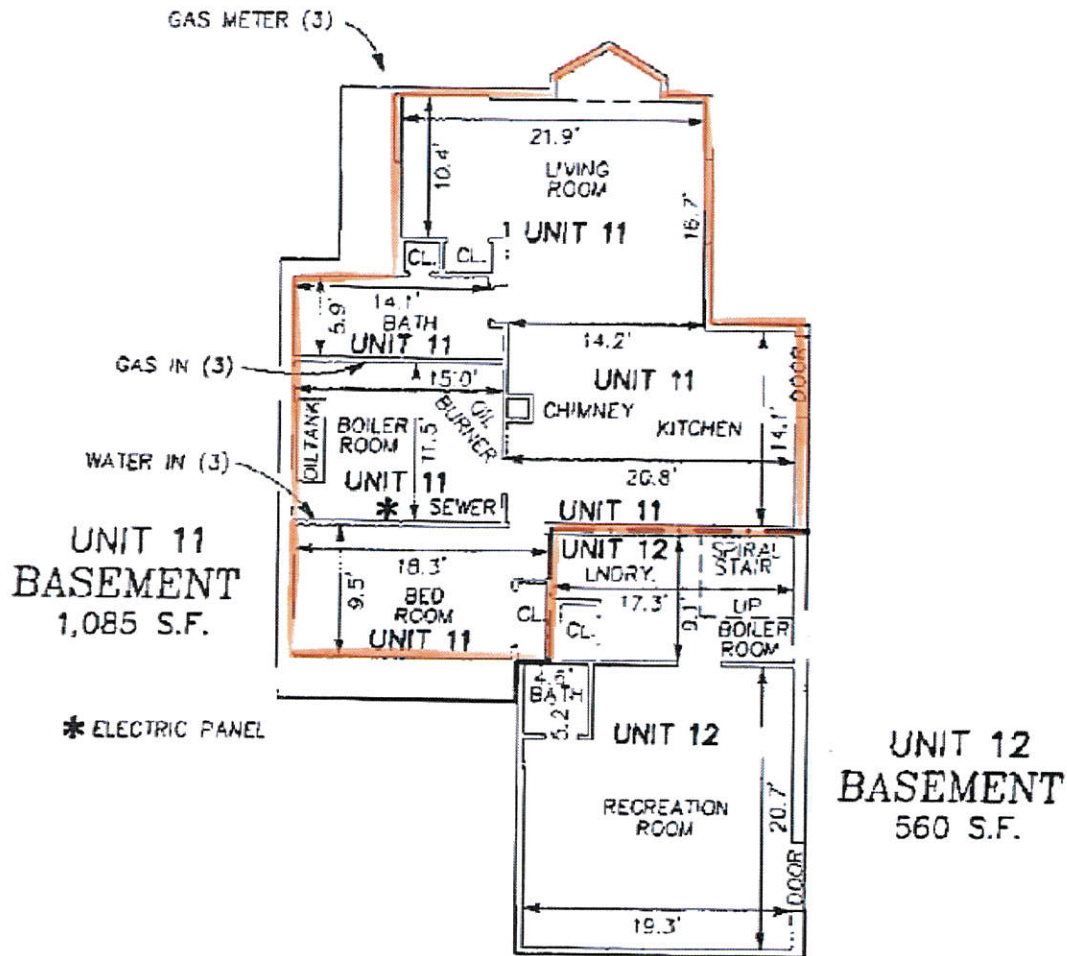
Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$193,700	\$0	\$193,700

2022	\$193,700	\$0	\$193,700
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Assessment			
Valuation Year	Improvements	Land	Total
2023	\$193,700	\$0	\$193,700
2022	\$193,700	\$0	\$193,700

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WINNACUNNET ROAD



GRAPHIC SCALE



(IN FEET)
1 INCH = 10'

D-37840

NO.	DATE	DESCRIPTION
1	06-24-13	REVISED PER COMMENTS

Bill Information

Bill Number: 2023-2-1922680
Description: 2023-2-0-2023 PROPERTY TAX
Property ID: 222-118-11
Owner: SAGAR, DOUGLAS
Address: 515 WINNACUNNET RD 11
Bill Date: 11/28/2023
Due Date: 1/3/2024

Bill Amount:	\$1,710.00
Interest:	\$0.00
Costs:	\$0.00
Total:	\$1,710.00
Payments:	\$1,710.00
Balance Due:	\$0.00

Details

Description	Date	Tax Year	Period	Amount
Property Tax	11/28/2023	2023	2	\$1,710.00
Principal LockBox-for SAGAR, DOUGLAS	12/20/2023	2023	2	(\$1,710.00)

2023 Annual Real Estate Taxes: \$3,244
2023 Tax Rate: \$16.75/\$1,000
2023 Equilization Ratio: 63.2%

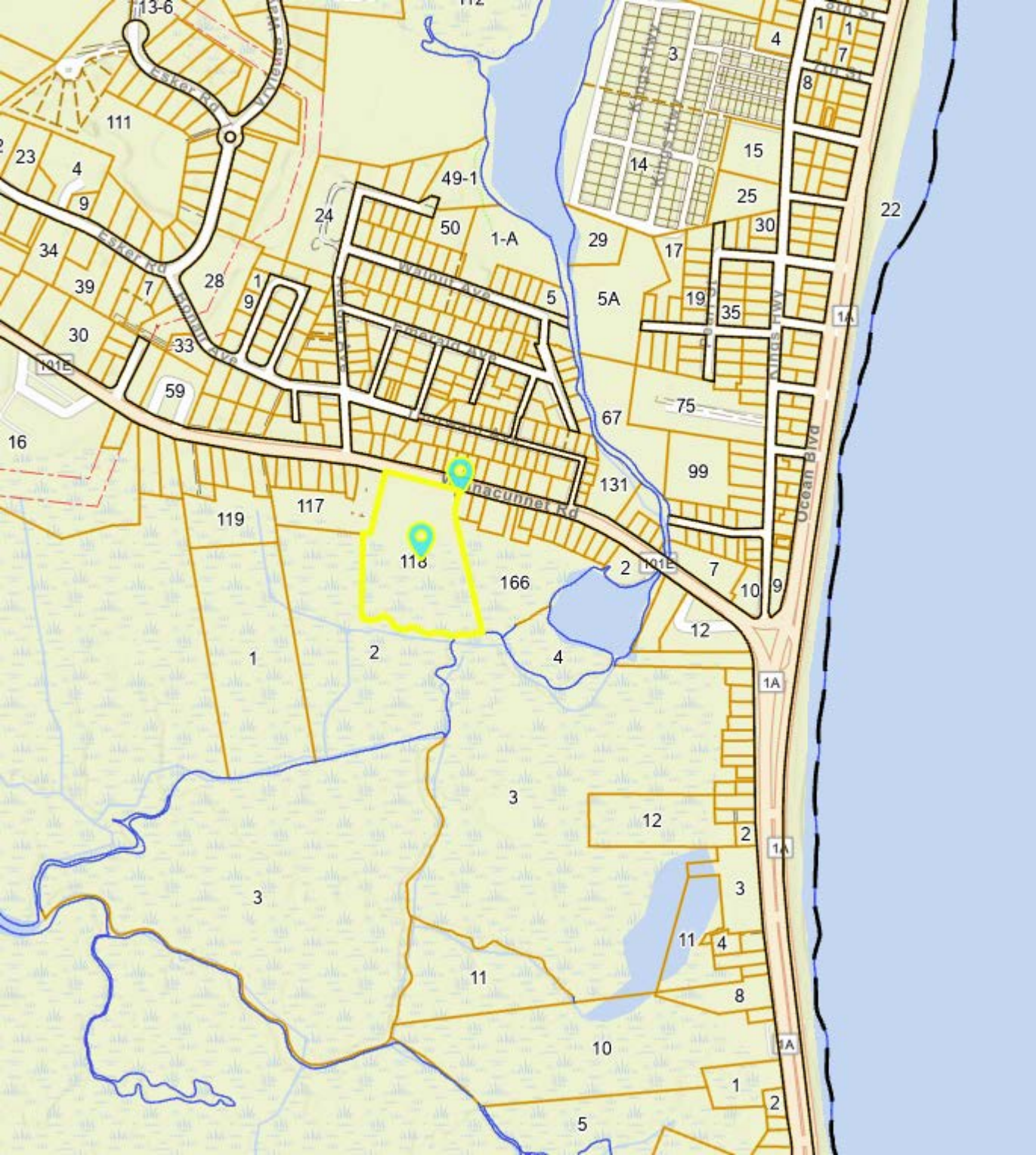
Bill Information

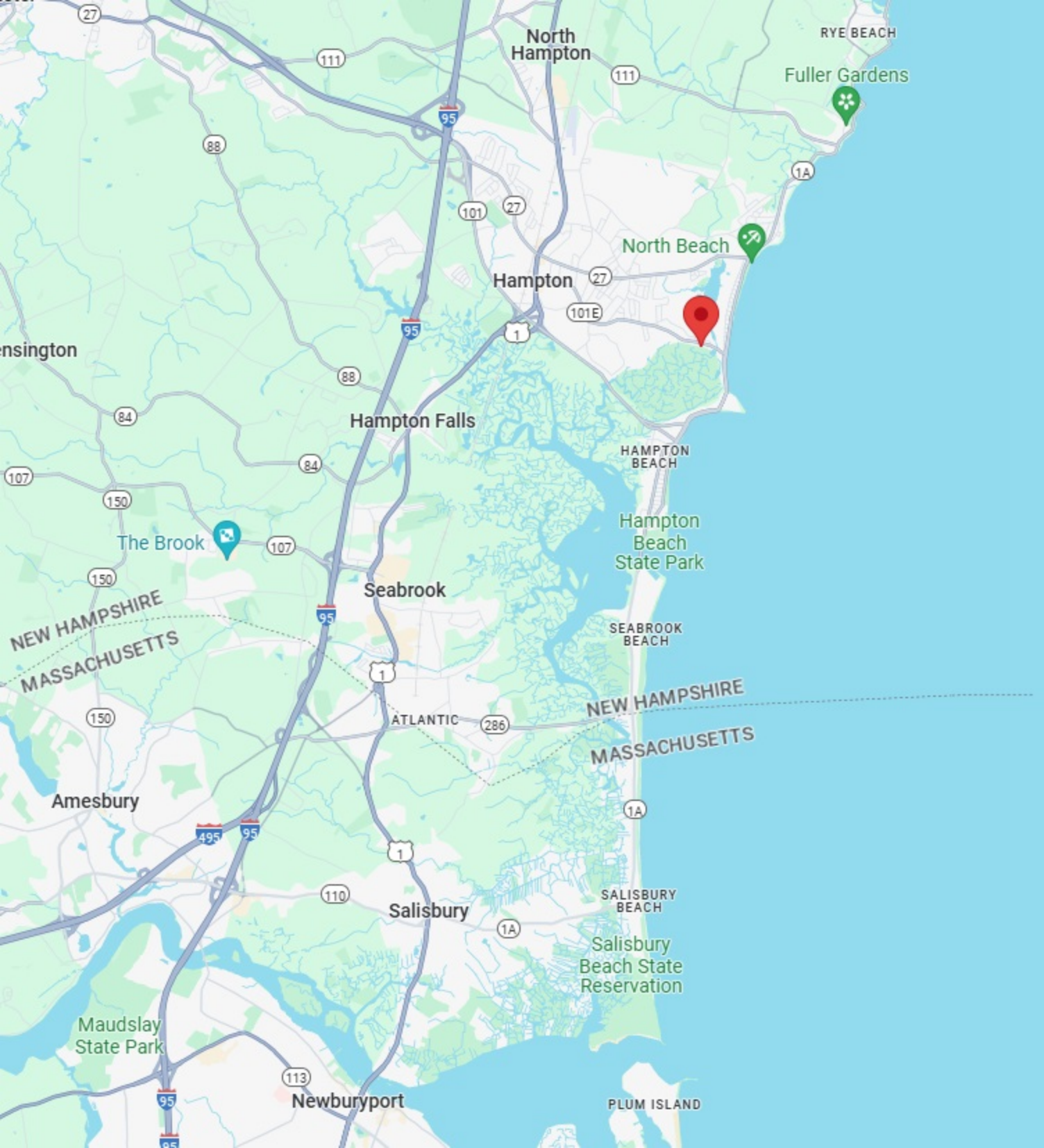
Bill Number: 2023-1-1811657
Description: 2023-1-0-2023 PROPERTY TAX
Property ID: 222-118-11
Owner: SAGAR, DOUGLAS
Address: 515 WINNACUNNET RD 11
Bill Date: 5/10/2023
Due Date: 7/3/2023

Bill Amount:	\$1,534.00
Interest:	\$0.00
Costs:	\$0.00
Total:	\$1,534.00
Payments:	\$1,534.00
Balance Due:	\$0.00

Details

Description	Date	Tax Year	Period	Amount
Property Tax	5/10/2023	2023	1	\$1,534.00
Principal LockBox-for SAGAR, DOUGLAS	6/26/2023	2023	1	(\$1,534.00)





North Hampton

RYE BEACH

Fuller Gardens

North Beach

Hampton

nsington

Hampton Falls

HAMPTON BEACH

Hampton Beach State Park

The Brook

Seabrook

SEABROOK BEACH

NEW HAMPSHIRE
MASSACHUSETTS

ATLANTIC

NEW HAMPSHIRE
MASSACHUSETTS

Amesbury

SALISBURY BEACH

Salisbury

Salisbury Beach State Reservation

Maudslay State Park

Newburyport

PLUM ISLAND

FORECLOSURE REAL ESTATE PURCHASE AGREEMENT

The undersigned Representative of Northeast Credit Union (hereinafter "Seller"), holder of a certain mortgage on real property situate in Hampton, County of Rockingham and State of New Hampshire described as 515 Winnacunnett Road, Unit 11, (hereinafter "Premises"), has on this 1st day of August, 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

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 30th, 2024, at the Rockingham Registry of Deeds at 10:00 a.m.

3. TENANTS/PERSONS IN POSSESSION: Seller makes no representations as to the claims, if any, of tenants, occupants and/or persons in possession of the premises at the time of the foreclosure sale and/or transfer of title. Purchaser understands and hereby agrees that Seller is not responsible to deliver the premises free of claims of occupants, tenants, and/or persons in possession of the premises, if any, at the time of the foreclosure sale and/or transfer of title.

4. TAXES/LIENS: Purchaser understands and agrees that said premises is conveyed subject to unpaid taxes, prior liens and/or enforceable encumbrances and that Seller has disclosed that there may be unpaid taxes, prior liens and/or enforceable encumbrances.

5. TITLE EXAMINATION: If Purchaser desires an examination of title, he shall be responsible for the cost thereof.

6. OBLIGATIONS: This instrument is to be construed as a New Hampshire contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the Seller and the Purchaser. If two or more persons are named herein as Purchasers and Sellers, their obligation hereunder shall be joint and several.

7. TIME: Time is of the essence as to all dates referenced herein. Where necessary to effectuate the intent of the parties, the Agreement herein shall survive the closing. The terms and conditions hereof shall bind and the benefits inure to the parties hereto and their heirs, devisees, personal representatives, successors and assigns.

8. DEFAULT: In the event the Purchaser fails to perform Purchaser's covenants and agreements hereunder, Purchaser shall forfeit Purchaser's deposit and, in addition, shall be responsible for all losses and expenses incurred by the Seller as a result of Purchaser's nonperformance, including without limitation, all costs and expenses, including reasonable attorney's fees, incurred by Seller in conducting another foreclosure sale of the premises. Purchaser shall also be responsible to Seller for the difference between the amount of Purchaser's bid for the property at the foreclosure sale and the amount bid at any subsequent foreclosure sale if the subsequent bid is lower than the Purchaser's bid.

9. PRIOR STATEMENTS: All representations, statements and agreements heretofore made between the parties hereto are merged in this Agreement, which alone fully and completely expresses their obligations. This Agreement is entered into by each party after opportunity for investigation. Neither party is relying on any statements or representations not embodied in this Agreement made by the other or on his behalf, including but not limited to those statements or representations contained in the Notice of Mortgagee's Sale, brochures, or any advertisements regarding this sale.

10. WARRANTIES: The premises is conveyed "AS IS." Seller hereby makes no warranties, implied or expressed, with regard to this transaction.

11. INFORMATION: The Purchaser is further informed that all information prepared by the Auctioneer relative to this auction sale has been prepared solely for the convenience of the Purchaser and there is no warranty or guaranty pertaining to the accuracy of the same, other than said information is reasonably correct, by the Auctioneer, the Seller or the Attorney or other representative of the Seller.

12. DAMAGE: All risk of loss or damage, howsoever caused, shall be borne by the Purchaser as of the time his bid is accepted by the Auctioneer and any such loss or damage will not release the Purchaser from paying the purchase price in full. The Purchaser shall also be solely and exclusively responsible for gaining occupancy or possession of any portion of the premises including the institution of eviction proceedings if necessary.

13. DEPOSIT: The sale shall not be complete until the successful bidder has made the required deposit, which shall be forfeited if he does not perform his part of the agreement. In case of forfeiture, the deposit shall become the property of the Seller and shall not be applied on the Mortgage debt and such forfeiture shall not release the Purchaser from his agreement unless so specified in writing.

14. SUBSTITUTION: The Seller reserves the right to substitute itself for the second highest bidder in the event the second highest bidder shall default, the Mortgagee having reserved the right to sell to the second highest bidder in the event of the default by the highest bidder.

15. SELLER DEFAULT: If the Seller is unable to convey good record title to the successful bidder for any reason, the Seller's sole responsibility shall be the return of any deposit paid. The successful bidder shall thereafter have no further recourse against the Seller, the Seller's Attorney or the Auctioneer and the obligations of all parties under this Foreclosure Real Estate Purchase Agreement shall be null and void.

16. ADDITIONAL PROVISIONS: Purchaser shall be responsible for payment of all recording fees and the New Hampshire transfer tax.

WITNESS our hands this 1st day of August 2024.

MORTGAGEE / SELLER –
Northeast Credit Union

Witness

By:

Witness:

Purchaser

Printed Name: _____

Address: _____

Phone Number: _____

Witness:

Purchaser

Printed Name: _____