

AUCTION



10.82± Acre Site on Route 125
Plaistow, New Hampshire

Thursday, December 19th at 11:00 a.m.

122 Plaistow Road is a 10.82± acre site, formerly the Plaistow drive-in movie theater. Map 28, Lot 2.

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

Terms: Fifty Thousand Dollar (\$50,000.00) deposit by certified check made payable to Gallagher, Callahan & Gartrell, PC Trust account deemed acceptable to assignee or agent of the assignee at time and place of sale. Balance due at closing within thirty (30) days of sale. Subject to all terms of assignee'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 ASSIGNEE'S SALE

Pursuant to a power of sale contained in a certain mortgage conveyed by Philip J. Scuderi, Robert P. Barsamian and Stephen G. Minasian, individuals (collectively, the "Mortgagor") to the DF Nominee Trust (the "Mortgagee"), dated January 22, 1988 recorded at the Rockingham County Registry of Deeds at Book 2724, Page 1333 (the "Mortgage Deed"), the same having been assigned to 122 Plaistow Road LLC (the "Assignee") by Assignment of Mortgage, dated September 30, 2021, recorded at the Rockingham County Registry of Deeds at Book 6528, Page 2163, notice is hereby given that on the **19th day of December, 2024 at 11:00 A.M.**, the Assignee will auction at public auction a certain tract of land and the improvements thereon (the "Mortgaged Premises"). The sale shall be held on the Mortgaged Premises which has an address of 122 Plaistow Road, Town of Plaistow, County of Rockingham, State of New Hampshire. Reference is made to Exhibit A of the Mortgage Deed for a metes and bounds description of the Mortgaged Premises and for a statement of easements, covenants, restrictions, rights and other matters, if any, affecting the Mortgaged Premises, the same as if set forth in full herein.

122 Plaistow Road is a 10.82± acre site, formerly the Plaistow drive-in movie theater. The Mortgaged Premises is to be sold by virtue of the power of sale contained in said Mortgage Deed, for condition broken and for the purpose of foreclosing the rights of Mortgagor and all persons claiming by, through, or under it.

TERMS OF SALE: The Mortgaged Premises will be sold subject to all unpaid taxes and other municipal assessments and liens therefore, and all other liens, easements, rights and encumbrances of any and every nature which are or may be entitled to precedence over said Mortgage Deed. All transfer taxes shall be paid by the successful bidder. Said Mortgaged Premises will be sold "as is". The Mortgagee, Assignee and their agents make no representations or warranties with respect to the accuracy of any statement and to the boundaries, acreage, frontage or other matters contained in the aforesaid description of the Mortgaged Premises or in said Mortgage Deed.

In order to qualify to bid at the foreclosure sale, any interested person, other than the Assignee, must present to the Assignee or its agent, at the time of sale, Fifty Thousand Dollars (\$50,000.00) Initial Deposit in the form of Certified Check, Cashier's Check, Treasurer's Check, Bank Draft, made payable to Gallagher, Callahan & Gartrell, P.C. Trust Account, or other instrument deemed satisfactory by the Assignee, at its sole discretion ("Satisfactory Funds"). Deposits of unsuccessful bidders shall be returned at the conclusion of the public auction.

The successful bidder shall be required to sign a Memorandum of Sale at the conclusion of the public auction and must pay the balance of the bid price in full and Satisfactory Funds upon tender of Assignee's Foreclosure Deed, within thirty (30) days after the sale, time being of the essence, said closing to take place at the offices of the Assignee's attorney. In the event that the successful bidder later refuses or is unable to close on the sale, time being of the essence, said bidder shall forfeit all interests in the Mortgaged

Premises, as well as the deposit, and the Assignee, without waiving its rights to retain any deposit, may elect either to accept the backup bids from others who attended the auction and convey the property by Foreclosure Deed to the highest such bidder or re-foreclose on the Mortgaged Premises.

RESERVATION OF RIGHTS: The Assignee reserves the right to: (i) continue the foreclosure sale to such subsequent date or dates as the Assignee may deem necessary or desirable, (ii) bid upon and purchase the Mortgaged Premises, (iii) reject without cause, any and all of the bids for the Mortgaged Premises; and (iv) amend or change the Terms of Sale set forth herein and by announcement, written or oral, made before or during the foreclosure sale, with all such change(s) or amendment(s) to be binding upon all bidders.

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 ASSIGNEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORECLOSURE SALE.

You are further notified that, failure to institute such petition and complete service upon the foreclosing party, 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.


For further information with respect to the Mortgaged Premises to be sold, contact Justin Conway, Director of Auctions, Paul McInnis, LLC of 1 Juniper Road, North Hampton, New Hampshire 03862, Telephone Number (603) 964-1301 [License #2089; Reference #24PM-17]. Inspection may be permitted one hour prior to the auction.

122 Plaistow Road LLC, Assignee

By its Attorneys,

Gallagher, Callahan & Gartrell, PC
214 North Main Street
Concord, New Hampshire 03301
603-228-1181

Dated: Nov. 19, 2024

By: 
Ari B. Pollack, Esq.
Authorized Attorney

CURRENT OWNER				TOPO TYPE	UTILITY	STREET	LOCATION	CURRENT ASSESSMENT						
PLAISTOW DR IN THEATRE INC				0 Level	0 None		0 Heavy	Description	Code	Appraised	Assessed	2228 PLAISTOW, NH		
54 JACONNET, SUITE 202				TOPO WET	EASEMENT	TRAFFIC	CORNER	COM LAND	3900	1562300	1,562,300			
NEWTON MA 02461				DRAINAGE		VIEW	COMMUNITY							
GIS ID M36B01 L01							0 Paved							
SUPPLEMENTAL DATA														
Account 28-2				Zoning C-1:C-1		Additional Lot		Total					1,562,300	1,562,300
Zoning C-1:C-1				Multi Zone		Living Units 0								
BMSI Numbe				Condo Unit 0		Total Market 10.82								
Side Card # 28-2				Assoc Pid#		Total Use Acr 0								
						Use Only Acr 0								

RECORD OF OWNERSHIP						BK-VOL/PAGE	SALE DATE	Q/U	VI	SALE PRICE	VC	PREVIOUS ASSESSMENTS (HISTORY)									
PLAISTOW DR IN THEATRE INC						1380	0484	12-27-1955	Q	V	0	00	Year	Code	Assessed	Year	Code	Assessed	Year	Code	Assessed
												2023	3900	1,562,300	2022	3900	1,562,300	2021	3900	1,523,020	
												Total	1,562,300	Total	1,562,300	Total	1,523,020	Total	1,523,020		

EXEMPTIONS				OTHER ASSESSMENTS				This signature acknowledges a visit by a Data Collector or Assessor												
Year	Code	Description	Amount	Code	Description	Number	Amount	Comm Int												
Total			0.00																	

ASSESSING NEIGHBORHOOD						APPRAISED VALUE SUMMARY					
Nbhd	Nbhd Name	Street Index Name	Class	State Class	Appraised Bldg. Value (Card)						0
301	Plaistow Rd - 125 RR Cros		C	390	Appraised Xf (B) Value (Bldg)						0
					Appraised Ob (B) Value (Bldg)						0
					Appraised Land Value (Bldg)						1,562,300
					Special Land Value						0
					Total Appraised Parcel Value						1,562,300
					Valuation Method						C
					Exemption						0
					Adjustment						1,562,300

NOTES											
FORMER DRIVE IN THEATER				LAND HAS AN OLD DRIVE IN THEATER SCREEN							
INFORMAL HEARING 8/17/99				CONDITION NO VALUE							
PLAISTOW DRIVE IN THEA				FLAT/SLIGHTLY ROLLING LOT							
VACANT LAND				2011-DOT TAKE .04 ACRES PER PROJ 10044G							
1/23/24 6528/2163 MTG ASSIGN											

BUILDING PERMIT RECORD										VISIT / CHANGE HISTORY									
Permit Id	Issue Date	Type	Description	Price	Insp Date	% Comp	Date Comp	Notes	Date	Type	Is	Id	Cd	Purpost/Result					
D201605	03-29-2016	BP		0		100		DRIVE IN MOVIE	01-19-2021			JF	54	FIELD REVIEW					
									10-14-2020			SW.	54	FIELD REVIEW					
									08-26-2020			RK.	00	Measur+Listed					
									06-01-2017		00	JF	02	Unimproved					
									08-19-2016		00	WC	06	Review					
									03-01-2012		00	TC	02	Unimproved					

LAND LINE VALUATION SECTION																					
B	Use Co	Description	Zone	D	Fronta	Depth	Land Units	Unit Price	I. Fact	S.A.	Ac Di	C. Fact	St. Idx	Adj	Notes	Special Pricing	Size A	Adj Unit Pric	Land Value		
1	3900	DEVEL LAND			0	0	80,000	SF 1.86	1.000	A	1.000	1.00	301	2.55			0	1.000	4.74	379,400	
1	3900	DEVEL LAND			0	0	3,000	AC 128,900	1.000	0	1.000	1.00	301	2.55			0	1.000	328,695	986,100	
1	3900	DEVEL LAND					5,983	AC 12,900	1.000	0	1.000	1.00	301	2.55			0	1.000	32,895	196,800	
Total Card Land Units							10.820	AC	Parcel Total Land Area:				10.820	Total Land Value							1,562,300

CONSTRUCTION DETAIL			CONSTRUCTION DETAIL (CONTINUED)		
Element	Cd	Description	Description		
Style	99	Vacant Land			
Model	00	Vacant			
Grade					
Stories					
Occupancy					
Exterior Wall 1					
Exterior Wall 2					
Roof Structure					
Roof Cover					
Interior Wall 1					
Interior Wall 2					
Interior Floor 1					
Interior Floor 2					
Heat Fuel					
Heat Type					
AC Type					
Bedrooms					
Full Baths					
Half Baths					
Extra Fixtures					
Total Rooms					
Bath Style					
Kitchen Style					
Extra Kitchens					
House Color					
			MIXED USE		
			Code	Description	Percentage
			3900	DEVEL LAND	100
					0
					0
			COST / MARKET VALUATION		
			Adj Base Rate		
			RCN	0	
			Net Other Adj		
			Year Built		
			Effective Year Built	0	
			Depreciation Code		
			Remodel Rating		
			Year Remodeled		
			Depreciation %		
			Functional Obsol		
			Economic Obsol		
			Cost Trend Factor	1	
			Condition		
			% Complete		
			Overall % Condition		
			RCNLD	0	
			Dep % Ovr		
			Dep Ovr Comment		
			Misc Imp Ovr		
			Misc Imp Ovr Comment		
			Cost to Cure Ovr		
			Cost to Cure Ovr Comment		



OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)													
Code	Description	Su	Sub Type	Lan	Units	Unit Price	Yr Blt	%	Dep.	Cond	Gra	Qual	Apprais Va

BUILDING SUB-AREA SUMMARY SECTION							
Subarea	Description	Living	Gross	Eff Area	Unit Cost	Undeprec Value	
Ttl Gross Liv / Lease Area		0	0	0			



Bill Information

Bill Number: TX-221764-TX
Description: TAX2
Property ID: 2169
Owner: PLAISTOW DR IN THEATRE INC
Address: 122 PLAISTOW RD
Bill Date: 11/4/2024
Due Date: 12/9/2024
Interest 12/9/2024

Bill Amount:	\$14,905.00
Interest:	\$0.00
Costs:	\$0.00
Total:	\$14,905.00
Payments:	\$0.00
Balance Due:	\$14,905.00

Details

Description	Date	Tax Year	Period	Amount
Original Amount	11/4/2024	2024	2024	\$14,905.00

The July and December 2024 tax bills have been paid per eb2gov.com.
Back Real Estate Taxes: None known

Bill Information

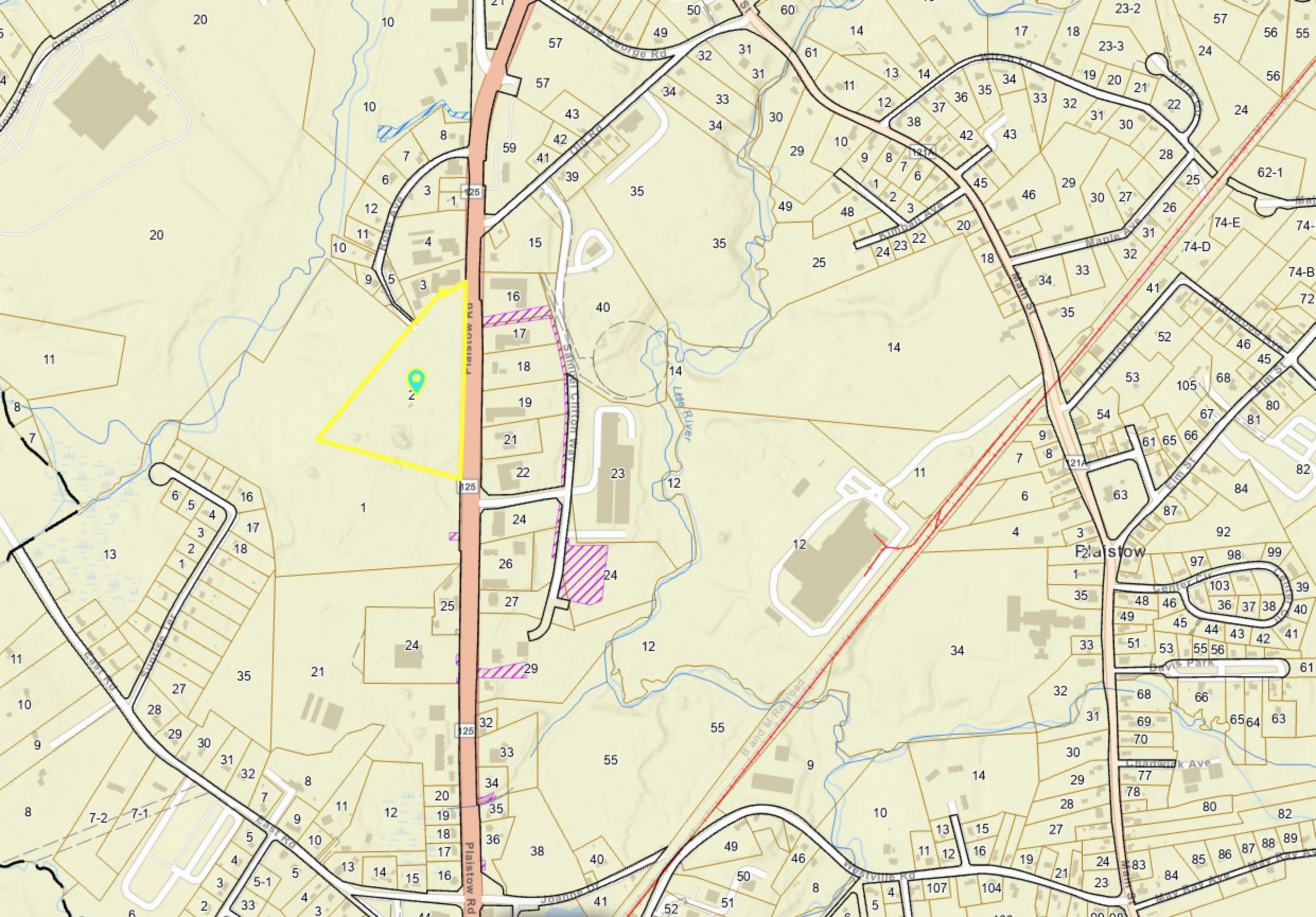
Bill Number: TX-218517-TX
Description: TAX1
Property ID: 2169
Owner: PLAISTOW DR IN THEATRE INC
Address: 122 PLAISTOW RD
Bill Date: 5/15/2024
Due Date: 7/1/2024
Interest 7/1/2024

Bill Amount:	\$17,467.00
Interest:	\$0.00
Costs:	\$0.00
Total:	\$17,467.00
Payments:	\$0.00
Balance Due:	\$17,467.00

Details

Description	Date	Tax Year	Period	Amount
Original Amount	5/15/2024	2024	2024	\$17,467.00





MEMORANDUM OF SALE

THIS AGREEMENT made this _____ day of _____, 2024 by and between 122 Plaistow Road LLC, a Massachusetts limited liability company having an address of 881 East Street, Tewksbury, MA 01876 hereinafter referred to as SELLER and _____, with an address of _____ hereafter referred to as BUYER.

SELLER hereby agrees to sell and convey to BUYER and BUYER hereby agrees to purchase from SELLER, subject to the terms and conditions set forth herein, a certain parcel of land with any buildings and improvements thereon located at 122 Plaistow Road, Town of Plaistow, County of Rockingham, State of New Hampshire, said property being further described in an Assignment of Mortgage to SELLER dated September 30, 2021, recorded at the Rockingham County Registry of Deeds at Book 6528, Page 2163.

The agreed purchase price for the property is \$_____ of which the receipt of a deposit in the amount of \$50,000.00 is hereby acknowledged by SELLER. The balance of the purchase price shall be paid by electronic wire of funds or certified or cashier's check to the SELLER within thirty (30) days of the date hereof, time being of the essence. Failure to close the sale within said thirty (30) days shall cause all deposit monies paid to the SELLER to be forfeited by the BUYER, such amount constitutes liquidated damages and not being a penalty. If the SELLER fails to close, regardless of reason, then BUYER shall be entitled to the return of the deposit as the BUYER'S sole and exclusive remedy.

SELLER shall hold all deposits made hereunder and shall not be required to segregate these funds from other of its funds. SELLER also shall not be required to pay interest on these funds to BUYER.

Title shall be conveyed by a Foreclosure Deed with BUYER taking title subject to all liens superior to that which is being foreclosed by SELLER, if any, including but not limited to unpaid property taxes, if any. Taxes and any other ownership cost will not be prorated at closing.

SELLER specifically makes NO WARRANTIES as to the legality of the use of the property or the state of this title in regard to mortgages, liens, or other encumbrances. The property is sold AS IS.

BUYER shall be liable for all real estate transfer taxes.

This Agreement may not be assigned by BUYER without the prior written consent of SELLER and any purported assignment in violation of this provision shall be null and void and may be treated by SELLER as a breach of this Agreement, allowing SELLER to terminate this Agreement and retain all deposits made hereunder, at the sole option of the SELLER.

BUYER, having an insurable interest in the premises from the time of execution of this Agreement, agrees that the risk of loss or damage to the premises, through fire or otherwise, shall be upon BUYER from the time of execution of this Agreement. BUYER agrees to procure extended insurance coverage of the premises and will furnish SELLER evidence of such insurance coverage upon SELLERS request.

DISCLOSURES: New Hampshire law requires that the Seller provides certain disclosures and notifications prior to or contemporaneous with the sale of real property. The required disclosures are as follows:

- a. RSA 477:4-a Notifications:
 - i. Radon: Radon, the product of decay of radioactive materials in rock, may be found in some areas of New Hampshire. Radon gas may pass into a structure through the ground or through water from a deep well. Testing of the air by a professional certified in radon testing and testing of the water by an accredited laboratory can establish radon's presence and equipment is available to remove it from the air or water.
 - ii. Arsenic: Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water. The buyer is encouraged to consult the New Hampshire department of environmental services private well testing recommendations (www.des.nh.gov) to ensure a safe water supply if the subject property is served by a private well.
 - iii. Lead: Before 1978, paint containing lead may have been used in structures. Exposure to lead from the presence of flaking, chalking, chipping lead paint or lead paint dust from friction surfaces, or from the disturbance of intact surfaces containing lead paint through unsafe renovation, repair or painting practices, or from soils in close proximity to the building, can present a serious health hazard, especially to young children and pregnant women. Lead may also be present in drinking water as a result of lead in service lines, plumbing and fixtures. Tests are available to determine whether lead is present in paint or drinking water.
- b. RSA 477:4-c and RSA 477:4-d Notifications:
 - i. Water – Private. The Seller has no additional information.
 - ii. Sewage – Private. The Seller has no additional information.
 - iii. Insulation – Not applicable.
- c. RSA 477:4-e History of Property Notification – Unknown.
- d. RSA 477:4-f Condominium Sale Notification – Not applicable.
- e. RSA 477:4-g Methamphetamine Notification – Unknown.
- f. RSA 477:4-h Utility Tariff Notification – Unknown.
- g. RSA 485-A:39 Waterfront Property Sale Site Assessment Study – Not applicable.

BUYER and SELLER both represent to each other that all warranties, representations and agreements made between the parties are contained within this Agreement.

This Agreement shall be interpreted under the laws of the State of New Hampshire and shall inure to the benefit of, and be binding upon, the heirs, successors and assigns of the parties.

IN WITNESS WHEREOF the parties have hereunto set their as of the day and date above first written.

Date: _____

SELLER: 122 Plaistow Road, LLC

By: _____
Ari B. Pollack, Esq., Authorized Counsel to Seller

BUYER:

Date: _____

By: _____
Its Authorized _____

Phone # _____

E-mail: _____