

## Legal Notice

### THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION IS SOLICITING BIDS:

The State of New Hampshire is soliciting bids for: This project provides for the repair of damaged beam guardrail on Tier 1 roadways within Districts 1 & 3. A complete Invitation to Bid and project description may be obtained at: <https://www.dot.nh.gov/doing-business-nhdot/contractors/invitation-bid>, Project No. 44530. Plans and specifications can be purchased from the NHDOT, Finance & Contracts, 7 Hazen Drive, Room 130, Concord, NH. Sealed bids must be submitted electronically via <https://nhdot.exevision.com/icx/index.aspx> no later than 2:00 PM EST on March 7, 2024.

William J. Oldenburg, P.E., Director of Project Development. (UL - Feb. 15)

## Legal Notice

### THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION IS SOLICITING BIDS:

The State of New Hampshire is soliciting bids for: This project performs maintenance of select stenciled and transverse line pavement markings at specific locations in the State, including: US 1 Seabrook to Portsmouth, US 3 Merrimack to Pembroke and Tilton to Laconia, NH 111 Windham to Kingston, NH 125 Plaistow to Rochester and at other locations. A complete Invitation to Bid and project description may be obtained at: <https://www.dot.nh.gov/doing-business-nhdot/contractors/invitation-bid>, Project No. 44647. Plans and specifications can be purchased from the NHDOT, Finance & Contracts, 7 Hazen Drive, Room 130, Concord, NH. Sealed bids must be submitted electronically via <https://nhdot.exevision.com/icx/index.aspx> no later than 2:00 PM EST on March 7, 2024.

William J. Oldenburg, P.E., Director of Project Development. (UL - Feb. 15)

## Legal Notice

### THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION IS SOLICITING BIDS:

The State of New Hampshire is soliciting bids for: Removal of winter sand debris and washing curb lines, concrete surfaces and expansion joints on 120 State owned bridges on or over Tier 1 roadways in Southeastern New Hampshire. A complete Invitation to Bid and project description may be obtained at: <https://www.dot.nh.gov/doing-business-nhdot/contractors/invitation-bid>, Project No. 42939. Plans and specifications can be purchased from the NHDOT, Finance & Contracts, 7 Hazen Drive, Room 130, Concord, NH. Sealed bids must be submitted electronically via <https://nhdot.exevision.com/icx/index.aspx> no later than 2:00 PM EST on March 7, 2024.

William J. Oldenburg, P.E., Director of Project Development. (UL - Feb. 15)

### Public Notices...

#### Your right to know

Read them in New Hampshire Union Leader and New Hampshire Sunday News and online at [www.unionleader.com](http://www.unionleader.com)

## Legal Notice

### NOTICE OF FORECLOSURE SALE

Pursuant to a power of sale contained in a certain mortgage deed given by **471 High Street, LLC** to the Richard D. Roy Revocable Trust of 1997, its successors and assigns, as lenders, dated September 17, 2018 and recorded in Book 5947, Page 637 in the Rockingham County Registry of Deeds, in execution of said power, for mortgage conditions broken, will sell on the mortgage premises (**471 High Street**), in **Hampton, Rockingham County, New Hampshire**, at **PUBLIC AUCTION** On **February 23, 2024**, at **2:00 PM**, 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 therein possessed by it and any and all persons, firms, corporations or agencies claiming by, from, or under it.

Said premises will be sold subject to any unpaid taxes, liens, or enforceable encumbrances entitled to precedence over the said mortgage.

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. FAILURE TO INSTITUTE SUCH PETITION AND COMPLETE SERVICE UPON THE FORECLOSING PARTY, OR HIS OR HER 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 name and address of the mortgagee for service of process is Richard D. Roy, Trustee of the Richard D. Roy Revocable Trust of 1997, 437 Winnacumnet Road, #101, Hampton, Rockingham County, New Hampshire 03842.

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 address of the NH Banking Department is 53 Regional Drive, Suite 200, Concord, NH 03301. The e-mail address is [nhbd@banking.nh.gov](mailto:nhbd@banking.nh.gov).

Terms of sale will be Fifteen Thousand Dollars (\$15,000.00) cash or certified check satisfactory to said holders, to be paid at the time of the sale, the balance to be paid on delivery of foreclosure deed within thirty (30) days thereafter. Said holders reserve the right to waive any of the above terms at their discretion. Said holder reserves the right to cancel or postpone the sale to such subsequent date or dates as the holder may deem necessary or desirable.

RICHARD D. ROY, TRUSTEE OF THE RICHARD D. ROY REVOCABLE TRUST OF 1997 By Its Attorneys, HAUGHEY, PHILPOT & LAURENT, P.A. 816 North Main Street Laconia, NH 03246 (603) 524-4101 January 24, 2024 (UL - Feb. 1, 8, 15)

## Legal Notice

### NOTICE OF MORTGAGEE'S SALE

Pursuant to a power of sale contained in a certain mortgage conveyed by **Sarcasm LLC** (the "Mortgagor") to Merrimack County Savings Bank (the "Mortgagee"), dated February 25, 2020 recorded at the Rockingham County Registry of Deeds at Book 6095, Page 1734, (the "Mortgage Deed") notice is hereby given that on Wednesday, March 6, 2024 at 11:00 AM, the Mortgagee 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 23 Route 125, Town of Kingston, County of Rockingham and State of New Hampshire. Reference is made to 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.

The Mortgaged Premises are 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: The Mortgagee Premises will be sold subject to all unpaid taxes and other municipal assessments and liens thereon, 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 Mortgagee Premises will be sold "as is". The Mortgagee and its 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 Mortgagee, must present to the Mortgagee or its agent, at the time of sale, a Ten Thousand Dollars (\$10,000.00) Initial Deposit in cash, or by a Certified Check, Cashier's Check, Treasurer's Check, Bank Draft, or other instrument deemed satisfactory by the Mortgagee, 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 Mortgagee's Foreclosure Deed, within forty-five (45) days after the sale, time being of the essence, said closing to take place at the offices of the Mortgagee'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 Mortgagee, 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 Mortgagee reserves the right to: (i) continue the foreclosure sale to such subsequent date or dates as the Mortgagee 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

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 Paul McInnis, LLC of 1 Juniper Road, North Hampton, New Hampshire 03862, Telephone Number (800) 242-8354.

MERRIMACK COUNTY SAVINGS BANK By its Attorney, Eaton W. Tarbell, III, Esq. TARBELL & BRODICH, PA 45 Centre Street Concord, NH 03301 (603) 226-3900 x14 (UL - Feb. 8, 15, 22)

## Legal Notice

### MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY

By virtue of a Power of Sale contained in a certain mortgage given by **Brandon M. Pimentel, Cole K. Gendron** ("the Mortgagor(s)") to Mortgage Electronic Registration Systems, Inc., as nominee for CrossCountry Mortgage, Inc., dated June 28, 2019 and recorded in the Hillsborough County Registry of Deeds in Book 9183, Page 793, (the "Mortgage"), which mortgage is held by Nationstar Mortgage, LLC, the present holder of said Mortgage, pursuant to and in execution of said power and for breach of conditions of said Mortgage and for the purposes of foreclosing the same will sell at:

Public Auction on April 17, 2024 at 12:00 PM

Said sale being located on the mortgaged premises and having a present address of 78 Norcross St, Manchester, Hillsborough County, New Hampshire. The premises are more particularly described in the Mortgage.

For mortgagor(s)' title see deed recorded with the Hillsborough County Registry of Deeds in Book 9183, Page 791.

NOTICE PURSUANT TO NEW HAMPSHIRE RSA 479:25, 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.

The address of the mortgagee for service of process is 14 Centre Street, Concord, NH 03301 and the name of the mortgagee's agent for service of process is Lawyers Incorporating Service.

You can contact the New Hampshire Banking Department by e-mail at [nhbd@banking.nh.gov](mailto:nhbd@banking.nh.gov). 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 Property will be sold subject to all unpaid real estate taxes and all other liens and encumbrances which may be entitled to precedence over the Mortgage. Notwithstanding any title information contained in this notice, the Mortgagee expressly disclaims any representations as to the state of the title to the Property involved as of the date of the notice of the date of sale. The property to be sold at the sale is "AS IS WHERE IS".

TERMS OF SALE A deposit of Five Thousand (\$5,000.00) Dollars in the form of a certified check or bank treasurer's check or other check satisfactory to Mortgagee's attorney will be required to be delivered at or before the time a bid is offered. The successful bidder(s) will be required to execute a purchase and sale agreement immediately after the close of the bidding. The balance of the purchase price shall be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee's attorney. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

Dated at Newton, Massachusetts, on February 12, 2024, Nationstar Mortgage, LLC By its Attorney, Nicholas J Danforth Harmon Law Offices, P.C. PO Box 610389 Newton Highlands, MA 02461 617-558-0500 25355 (UL - Feb. 15, 22, 29)

## Legal Notice

### MORTGAGEE'S SALE OF REAL ESTATE

By virtue of and in execution of the Power of Sale contained in a certain mortgage given by **Jon A. Chodakowski** and **Lisa A. Chodakowski** to Mortgage Electronic Registration Systems, Inc., as mortgagee, as nominee for Fremont Investment & Loan, its successors and assigns, dated June 12, 2006 and recorded with the Merrimack County Registry of Deeds in Book 2902, Page 567, as affected by Loan Modification Agreement as recorded in said Deeds in Book 3183, Page 1210, and as further affected by Loan Modification Agreement as recorded in said Deeds in Book 3224, Page 536, of which mortgagee HSBC Bank USA, National Associ-

ation, as Trustee for Fremont Home Loan Trust 2006-B, Mortgage-Backed Certificates, Series 2006-B is the present holder by assignment, for breach of conditions of said mortgage and for the purpose of foreclosing the same, the mortgaged premises located at **480 N State Street a/k/a 480 North State Street, Concord, Merrimack County, New Hampshire** will be sold at a Public Auction at **2:00 PM on March 7, 2024**, being the premises described in the mortgage to which reference is made for a more particular description thereof. Said public auction will occur on the Mortgaged Premises.

For mortgagor's title, see deed recorded with the Merrimack County Registry of Deeds in Book 2107, Page 764.

NOTICE TO THE MORTGAGOR AND ALL INTERESTED PARTIES: 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.

THE AGENTS FOR SERVICE OF PROCESS ARE: HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE FOR FREMONT HOME LOAN TRUST 2006-B, MORTGAGE-BACKED CERTIFICATES, SERIES 2006-B, 1800 Tysons Boulevard, Suite 50, McLean, VA 22102 (Mortgagee)

PHH MORTGAGE CORPORATION, C/O CORPORATION SERVICE COMPANY, 10 Ferry Street, Suite 313, Concord, NH 03301 (Mortgagee Servicer)

You can contact the New Hampshire Banking Department at 53 Regional Drive #200, Concord, NH 03301 Tel (603) 271-3561 and by email at [nhbd@banking.nh.gov](mailto:nhbd@banking.nh.gov).

FOR INFORMATION ON GETTING HELP WITH HOUSING AND FORECLOSURE ISSUES, PLEASE CALL THE FORECLOSURE INFORMATION HOTLINE AT 800-437-5991. THE HOTLINE IS A SERVICE OF THE NEW HAMPSHIRE BANKING DEPARTMENT. THERE IS NO CHARGE FOR THIS CALL.

LIENS AND ENCUMBRANCES: The Mortgaged Premises shall be sold subject to any and all easements, unpaid taxes, liens, encumbrances and rights, title and interests of third persons of any and every nature whatsoever which are or 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" and with all faults. Except for warranties arising by operation of law, if any, the conveyance of the Mortgaged Premises will be made by the Mortgagee and accepted by the successful bidder without any express or implied warranties whatsoever, including, without limitation, any representations or warranties with respect to title, possession, permits, approvals, recitation of acreage, hazardous materials and physical condition. All risk of loss or damage to the Mortgaged Premises shall be assumed and borne by the successful bidder immediately after the close of bidding.

TERMS OF SALE: To qualify to bid, bidders must register to bid and present to the Mortgagee or its agent the sum of Five Thousand Dollars and 00/100 (\$5,000.00) by certified check or other form of payment acceptable to the Mortgagee or its agent prior to the commencement of the public auction. The balance of the purchase price must be paid in full by the successful bidder by certified check within thirty (30) days from the date of the public auction, or on delivery of the foreclosure deed, at the option of the Mortgagee. The deposits placed by unsuccessful bidders shall be returned to those bidders at the conclusion of the public auction. The successful bidder shall execute a Memorandum of Foreclosure Sale immediately after the close of bidding. If the successful bidder fails to complete the purchase of the Mortgaged Premises, the Mortgagee may, at its option, retain the deposit as liquidated damages.

RESERVATION OF RIGHTS: The Mortgagee reserves the right to (i) cancel or continue the foreclosure sale to such subsequent date or dates as the Mortgagee may deem necessary or desirable, (ii) bid upon and purchase the Mortgaged Premises at the foreclosure sale, (iii) reject any and all bids for the mortgaged Premises and (iv) amend or change the terms of sale set forth herein by announcement, written or oral, made before or during the foreclosure sale. Such change(s) or amendment(s) shall be binding on all bidders.

Other terms to be announced at sale.

HSBC Bank USA, National Association, as Trustee for Fremont Home Loan Trust 2006-B, Mortgage-Backed Certificates, Series 2006-B Present holder of said mortgage, by its Attorneys Susan W. Cody Korde & Associates, P.C. 900 Chelmsford Street, Suite 3102 Lowell, MA 01851 (978) 256-1500 POW 12-007258 Chodakowski

## Legal Notice

### MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY

By virtue of a Power of Sale contained in a certain mortgage given by **Jeffrey A. Lavioie, Christine M. Lavioie** ("the Mortgagor(s)") to Mortgage Electronic Registration Systems, Inc. as nominee for Residential Mortgage Services, Inc., dated January 30, 2009 and recorded in the Belknap County Registry of Deeds in Book 2544, Page 820, as modified by a certain modification agreement dated April 2, 2018, and recorded with said Belknap County Registry of Deeds in Book 3168, Page 939, (the "Mortgage"), which mortgage

is held by CitiMortgage, Inc., the present holder of said Mortgage, pursuant to and in execution of said power and for breach of conditions of said Mortgage and for the purposes of foreclosing the same will sell at:

Public Auction on April 8, 2024 at 3:00 PM

Said sale being located on the mortgaged premises and having a present address of 550 Stage Road, Sanbornton, Belknap County, New Hampshire. The premises are more particularly described in the Mortgage.

For mortgagors' title see deed recorded with the Belknap County Registry of Deeds in Book 2544, Page 818.

NOTICE PURSUANT TO NEW HAMPSHIRE RSA 479:25, 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.

The address of the mortgagee for service of process is 425 Phillips Blvd, Ewing, NJ 08618, and the name of the mortgagee's agent for service of process is Cenlar FSB Attn: Legal Department.

You can contact the New Hampshire Banking Department by e-mail at [nhbd@banking.nh.gov](mailto:nhbd@banking.nh.gov). 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 Property will be sold subject to all unpaid real estate taxes and all other liens and encumbrances which may be entitled to precedence over the Mortgage. Notwithstanding any title information contained in this notice, the Mortgagee expressly disclaims any representations as to the state of the title to the Property involved as of the date of the notice of the date of sale. The property to be sold at the sale is "AS IS WHERE IS".

TERMS OF SALE A deposit of Five Thousand (\$5,000.00) Dollars in the form of a certified check or bank treasurer's check or other check satisfactory to Mortgagee's attorney will be required to be delivered at or before the time a bid is offered. The successful bidder(s) will be required to execute a purchase and sale agreement immediately after the close of the bidding. The balance of the purchase price shall be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee's attorney. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

Dated at Newton, Massachusetts, on February 9, 2024, CitiMortgage, Inc. By its Attorney, Autumn Sarzana Harmon Law Offices, P.C. PO Box 610389 Newton Highlands, MA 02461 617-558-0500 20965 (UL - Feb. 15, 22, 29)

## Legal Notice

### USDA FOREST SERVICE, WHITE MOUNTAIN NATIONAL FOREST

USDA Forest Service, White Mountain National Forest, Saco Ranger District, Sandwich Vegetation Management Project Draft Decision Notice Available. The Saco Ranger District has released the environmental assessment, finding of no significant impact, and draft decision notice for the Sandwich Vegetation Management Project. The project area comprises about 638 acres of National Forest System lands in a portion of the Sandwich Habitat Management Unit in Carroll County, New Hampshire. The project includes management actions to diversify vegetation and wildlife habitat while providing a sustainable yield of high-quality timber products, and address transportation system needs. The draft decision notice and supporting documents including the environmental assessment and finding of no significant impact are available on the project website at <https://www.fs.usda.gov/project/whitemountain/?project=57392>, or at the Saco Ranger District, 33 Kancamagus Highway, Conway, New Hampshire 03818. This draft decision is subject to the pre-decisional objection process pursuant to 36 CFR Part 218, subparts A and B. Only individuals or organizations who submitted timely and specific written comments (218.2) about this project during designated opportunities for public comment are eligible to file an objection in accordance with 218.5. Issues raised in objections must be based on previously submitted timely, specific written comments regarding the proposed project unless based on new information arising after designated comment opportunities (218.8(c)). The burden is on the objector to demonstrate compliance with this requirement for objection issues. The objection must contain the minimum content requirements specified in 218.8(d). Incorporation of documents by reference is permitted only as provided in 218.8(b). The opportunity to object ends 45 days following the date of publication of the legal notice in the newspaper of record, the New Hampshire Union Leader. Written objections must be postmarked by the close of the filing period and received no later than 5 business days after

the close of the filing period. The publication date in the newspaper of record is the exclusive means for calculating the time to file an objection, and those wishing to object should not rely upon dates or timeframe information provided by any other source. The 45-day time period is computed using calendar days, including Saturdays, Sundays, and federal holidays. When the time period expires on a Saturday, Sunday, or federal holiday, the time is extended to the end of the next federal working day. The regulations prohibit extending the length of the comment period. It is the objector's responsibility to ensure timely filing of a written objection with the reviewing officer. All objections are available for public inspection during and after the objection process. If no objections are filed within the 45-day time period, the final decision may be signed on but not before the 5th business day following the end of the objection filing period. To submit objections electronically, go to <https://www.fs.usda.gov/project/whitemountain/?project=57392>. Written objections may be mailed or hand-delivered during normal business hours (Monday through Friday, 8:00 a.m. to 4:30 p.m. (Central Time), excluding holidays) to: Derek Ibarquén, Reviewing Officer; Attn.: PAL-LSC Objections, Administrative Review Coord., Suite 700; USDA Forest Service, Eastern Region; 626 East Wisconsin Avenue; Milwaukee, WI 53202; or faxed to 414-944-3963. For more information regarding this project, contact Jim Innes, District Ranger, at 603-447-5448 x 5102 or [james.innes@usda.gov](mailto:james.innes@usda.gov). The U.S. Department of Agriculture (USDA) is an equal opportunity provider and employer. (UL - Feb. 15)

## Legal Notice

### MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY

By virtue of a Power of Sale contained in a certain mortgage given by **John G. Day, Sr., Emily M. Day** ("the Mortgagor(s)") to Mortgage Electronic Registration Systems, Inc., as nominee for Firststar Bank, dated January 14, 2015 and recorded in the Grafton County Registry of Deeds in Book 4107, Page 569 and as affected by a judgment dated January 31, 2024 and recorded with said Registry on February 6, 2024, in Book No. 4850, at Page 473, (the "Mortgage"), which mortgage is held by Finance of America Reverse LLC, the present holder of said Mortgage, pursuant to and in execution of said power and for breach of conditions of said Mortgage and for the purposes of foreclosing the same will sell at:

Public Auction on April 4, 2024 at 12:00 PM

Said sale being located on the mortgaged premises and having a present address of 4 Lowell Lane, Alexandria, Grafton County, New Hampshire. The premises are more particularly described in the Mortgage.

For mortgagor(s)' title see deed recorded with the Grafton County Registry of Deeds in Book 4107, Page 566.

NOTICE PURSUANT TO NEW HAMPSHIRE RSA 479:25, 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.

The address of the mortgagee for service of process is 14 Centre Street, Concord, NH 03301 and the name of the mortgagee's agent for service of process is Lawyers Incorporating Service.

You can contact the New Hampshire Banking Department by e-mail at [nhbd@banking.nh.gov](mailto:nhbd@banking.nh.gov). 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 Property will be sold subject to all unpaid real estate taxes and all other liens and encumbrances which may be entitled to precedence over the Mortgage. Notwithstanding any title information contained in this notice, the Mortgagee expressly disclaims any representations as to the state of the title to the Property involved as of the date of the notice of the date of sale. The property to be sold at the sale is "AS IS WHERE IS".

TERMS OF SALE A deposit of Five Thousand (\$5,000.00) Dollars in the form of a certified check or bank treasurer's check or other check satisfactory to Mortgagee's attorney will be required to be delivered at or before the time a bid is offered. The successful bidder(s) will be required to execute a purchase and sale agreement immediately after the close of the bidding. The balance of the purchase price shall be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee's attorney. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

Dated at Newton, Massachusetts, on February 8, 2024, Finance of America Reverse LLC By its Attorney, Nicholas J Danforth Harmon Law Offices, P.C. PO Box 610389 Newton Highlands, MA 02461 617-558-0500 23696 (UL - Feb. 15, 22, 29)