

# **BENNETT & MOORE AUCTIONEERS**

**P.O. Box 4010 ♦ Portsmouth, NH 03802**  
**Stephen Bennett - 603-502-7457 Joseph Moore - 603-234-0688**  
**bennettandmooreauctioneers.com**

## **MORTGAGEE'S SALE OF REAL ESTATE** **At PUBLIC AUCTION**

### **BUYER'S INFORMATION** **CATALOGUE**



**Manufactured Double-wide Mobile Home**  
**20 Emerald Drive, Merrimack, NH**  
**Friday August 18th at 10:00 AM**

**Real Estate Auctions ♦ Estate Settlement ♦ Certified Appraisers**  
**Estate & Commercial Clean-outs ♦ Commercial, Industrial, Business Liquidations**

# **BENNETT & MOORE AUCTIONEERS**

**P.O. Box 4010 ♦ Portsmouth, NH 03802**  
**Stephen Bennett - 603-502-7457 Joseph Moore - 603-234-0688**  
**bennettandmooreauctioneers.com**

## **TABLE OF CONTENTS**

<b>Introduction .....</b>	<b>1</b>
<b>Auction Info .....</b>	<b>2 &amp; 3</b>
<b>Property Info .....</b>	<b>4</b>
<b>Terms &amp; Conditions .....</b>	<b>5</b>
<b>Tax Card .....</b>	<b>6 &amp; 7</b>
<b>Map .....</b>	<b>8</b>
<b>Notice of Sale .....</b>	<b>9</b>
<b>Memorandum of Sale (P&amp;S) .....</b>	<b>10 - 14</b>
<b>Membership Application, Rules &amp; Bylaws .....</b>	<b>15</b>

**Real Estate Auctions ♦ Estate Settlement ♦ Certified Appraisers**  
**Estate & Commercial Clean-outs ♦ Commercial, Industrial, Business Liquidations**

# **BENNETT & MOORE AUCTIONEERS**

**P.O. B o x 4 0 1 0   ♦   P o r t s m o u t h , N H 0 3 8 0 2**  
**Stephen Bennett - 603-502-7457   Joseph Moore - 603-234-0688**  
**bennettandmooreauctioneers.com**

## **MORTGAGEE'S SALE**

**Dear Prospective Bidder – Bennett & Moore Auctioneers & Appraisers have been retained by the Mortgagee to sell at Public Auction the double-wide mobile home located at the Jewel Estates Mobile Home Park on Lot #2, Emerald Drive in Merrimack, NH.**

**The auction will be conducted under the statutory terms & conditions afforded to both the Mortgagee & Mortgagor in the State of NH.**

- A Good Opportunity !**
- Mortgagee's Foreclosure Sale**
- Large double-wide manufactured / mobile home**
- Strong housing demand in southern New Hampshire**
- Excellent location, close to everything**

**The information contained herein is provided as a guide to the property and the auction process. As an interested party you are encouraged to do as much independent research as is necessary for you to make an educated decision to bid.**

**Good luck and thank you for your interest.**

**Our staff is available to assist you.**

**Stephen Bennett   NH Lic. #2423**

**Joseph Moore   NH Lic. #3072**

---

**DISCLAIMER - This property is being sold "as is". Information contained herein was obtained from sources believed to be reliable. However, this material is subject to errors and omissions and is not guaranteed. No warranty is made as to the accuracy or completeness of this information. No reliance should be placed upon this information. The Auctioneer, the Mortgagee & their Attorney's shall have no liability for any damage arising from such reliance, and the Buyer agrees to Hold Harmless said parties.**

# **BENNETT & MOORE AUCTIONEERS**

**P.O. B o x 4 0 1 0   ♦   P o r t s m o u t h , N H 0 3 8 0 2**  
**Stephen Bennett - 603-502-7457   Joseph Moore - 603-234-0688**  
**bennettandmooreauctioneers.com**

## **AUCTION INFORMATION**

**Date and Time of the Auction : Friday August 18th, 2023 at 10:00AM sharp**

**Auction Location : Held ON-SITE at the property, at 2 Emerald Drive, Merrimack, NH**

**Property Address : Jewel Estates Mobile Home Park 2 Emerald Drive, Merrimack, NH**

**Subject Mortgage : Hillsborough County Registry of Deeds: Book 9924 Page 1814**

**Subject Property : Manufactured Housing / double-wide mobile home**

**Registration Time : Morning of the auction, beginning 1/2-hour prior to the auction.**

**Deposit : A deposit of \$2,500 is required to obtain a Bidder Number for this auction.**

Deposits should be in the form of cash, or Certified Check, bank check, cashier's check, Treasurer's check, or any other form of payment acceptable to the Mortgagee or their Attorney.

The deposit of the successful bidder will be retained & deposited immediately after the auction.

The entire deposit will be credited towards the final purchase price.

The deposits of all other bidders will be returned immediately following the auction.

**Qualifications of Bidder :** The only qualification necessary to bid at this auction is the presentation of the required aforementioned Deposit.

**Closing :** on or before September 8<sup>th</sup>, 2023, Time Being of the Essence.

**Purchase & Sales Agreement / Memorandum of Sale :** Immediately upon conclusion of the bidding the successful high bidder will be required to sign the Memorandum of Sale, as well as any other documents deemed pertinent. A copy of the Memorandum of Sale is published herein, beginning on Page-10 of this Bidder's Information Package, and will be available for review prior to the auction.

The sale of this property is **not contingent on financing.**

The sale of this property is **not contingent on a building inspection.**

# **BENNETT & MOORE AUCTIONEERS**

**P.O. B o x 4 0 1 0   ♦   P o r t s m o u t h , N H 0 3 8 0 2**  
**Stephen Bennett - 603-502-7457   Joseph Moore - 603-234-0688**  
**bennettandmooreauctioneers.com**

## **AUCTION INFORMATION - continued**

**Taxes & Assessments :** All unpaid real estate and/or personal property taxes due to the municipality plus interest, fees and costs, and all other assessments and charges, including but not limited to water charges and sewer charges, attributable to the Property shall be the exclusive responsibility of and shall be paid by Buyer.

**The NH State Real Estate Transfer Tax** will be paid by the Buyer.

**Closing :** on or before September 8<sup>th</sup>, 2023, Time Being of the Essence.

**Deed :** Foreclosure Deed Without Covenant issued at the closing.

**Viewing / Open Houses :** **Viewing by drive-by only.**

**Buyer Default :** The deposits of the Successful Bidder are **NON-REFUNDABLE** should they fail to close for any reason.

Should the successful buyer at the auction fail to close per the terms & conditions set forth in the Memorandum of Sale / Purchase & Sales Agreement (P&S) then their earnest money deposit shall be retained by the Seller.

**This event shall be governed by and construed and enforced in accordance with the laws of the State of New Hampshire.**

**The term Buyer or any pronoun used in its place shall mean and include the masculine and the feminine, the singular, or the plural number and jointly and severally, individuals, friends or corporations and their respective successors, executors, administrators and assigns according to the context hereof.**

# **BENNETT & MOORE AUCTIONEERS**

**P.O. B o x 4 0 1 0   ♦   P o r t s m o u t h , N H 0 3 8 0 2**  
**Stephen Bennett - 603-502-7457   Joseph Moore - 603-234-0688**  
**bennettandmooreauctioneers.com**

## **PROPERTY INFORMATION**

**Address : 2 Emerald Drive, Merrimack, NH.**

**Tax Map:** Town of Merrimack reference : Map 2-D, Lot 038 00A-20

**Taxes :** approx. \$2,600 per year (2023) / Paid in full as of 7-1-2023

**HOA Fee :** \$595 per month, \$2430 balance due as of 7-14-2023

**Subject :** Steel-frame Manufactured / Mobile Home

**Date of Manufacture :** 1996

**Make :** Liberty    **Model :** Millenium

**Serial Number :** 08-L-64585XU

**Size :** 52-feet long x 27-feet wide (double-wide)

**Gross Living Area is approx. 1400-square-feet**

**6-Rooms / 3-Bedroom / 1 ¾-Baths**

**Open concept kitchen**

**Laundry hook-ups**

**Propane-fired forced hot air heat**

**Vinyl siding over skirted block foundation**

**100-Amp circuit breaker electric service**

**Decks, Wooden Shed & Metal Carport**

**The information provided herein is reliable but is not guaranteed.**

**No warranty is made as to the accuracy or completeness of this information.**

**Prospective bidders should do their own due diligence prior to the auction.**

# **BENNETT & MOORE AUCTIONEERS**

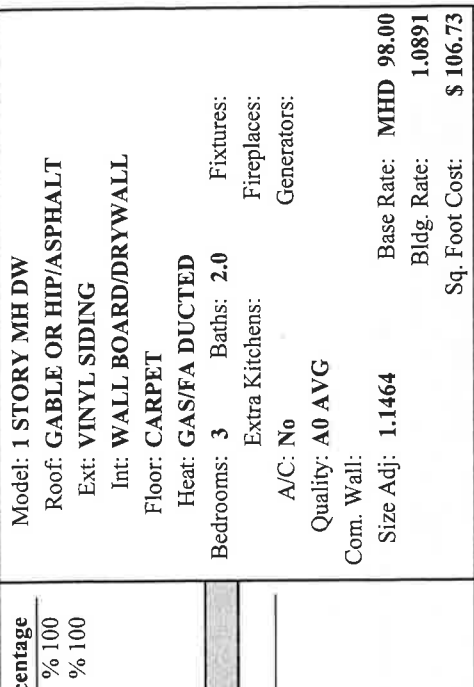
**P.O. B o x 4 0 1 0   ♦   P o r t s m o u t h , N H 0 3 8 0 2**  
**Stephen Bennett - 603-502-7457   Joseph Moore - 603-234-0688**  
**bennettandmooreauctioneers.com**

## **TERMS & CONDITIONS**

The subject property is offered for sale at Public Auction which is subject to the following ...

- All announcements made at the time of the auction will take precedence over any previous statements either printed or oral.
- The Mortgagee reserves the right to, at any time prior to the conclusion of the auction, adjourn, recess, continue, delay, or cancel the sale.
- It is the responsibility of the Bidder to review the Terms & Conditions of the auction and the Purchase & Sales Agreement / Memorandum of Sale prior to executing a bid.
- The sale of the property is NOT subject to financing.
- The property is being sold "as is, as found". The P&S Agreement will NOT be subject to inspections.
- Each bidder expressly acknowledges and agrees that the amount of their bid reflects the "as is, as found" condition of the property.
- No bids will be accepted from un-registered bidders.
- The Auctioneer reserves the right to reject any bid for any reason.
- The Auctioneer will settle any and all disputes. The decision of the Auctioneer is final.
- The Auctioneer reserves the right to control the increments of the bids.
- The Auctioneer may execute bids on behalf of any registered bidder that cannot attend the auction and that have met the requirements set forth by the Auctioneer.
- The information contained herein is provided for informational or guide purposes only. No warranties of any kind are made regarding value, condition, habitability, merchantability, or fitness of the property.
- Prospective bidders should make their own investigations and shall rely entirely on their own information and judgement.
- The Auctioneer is acting solely as an agent for the Seller in marketing and negotiations of the sale of this property.

**PICTURE**



**OWNER**

**REED JENNIFER L**  
 2 EMERALD DR  
 MERRIMACK, NH 03054

**TAXABLE DISTRICTS**

District	Percentage
Hydrant	% 100
Merrimack Village	% 100

**BUILDING DETAILS**

Model: 1 STORY MH DW  
 Roof: GABLE OR HIP/ASPHALT  
 Ext: VINYL SIDING  
 Int: WALL BOARD/DRYWALL  
 Floor: CARPET  
 Heat: GAS/FA DUCTED  
 Bedrooms: 3 Baths: 2.0 Fixtures:  
 Extra Kitchens: Fireplaces:  
 A/C: No Generators:  
 Quality: A0 AVG  
 Com. Wall:  
 Size Adj: 1.1464 Base Rate: MHD 98.00  
 Bldg. Rate: 1.0891  
 Sq. Foot Cost: \$ 106.73

**PERMITS**

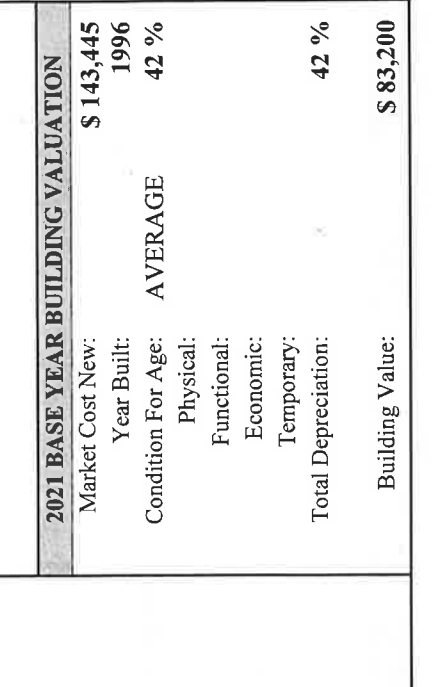
Date	Permit ID	Permit Type	Notes

**BUILDING SUB AREA DETAILS**

ID	Description	Area	Adj.	Effect.
FFF	FST FLR FIN	1404	1.00	1404
PRS	PIERS	1404	-0.05	-70
DEK	DECK/ENTRANCE	104	0.10	10
<b>GLA:</b>	<b>1,404</b>	<b>2,912</b>		<b>1,344</b>

**2021 BASE YEAR BUILDING VALUATION**

Market Cost New:	\$ 143,445
Year Built:	1996
Condition For Age:	AVERAGE 42 %
Physical:	
Functional:	
Economic:	
Temporary:	
Total Depreciation:	42 %
Building Value:	\$ 83,200

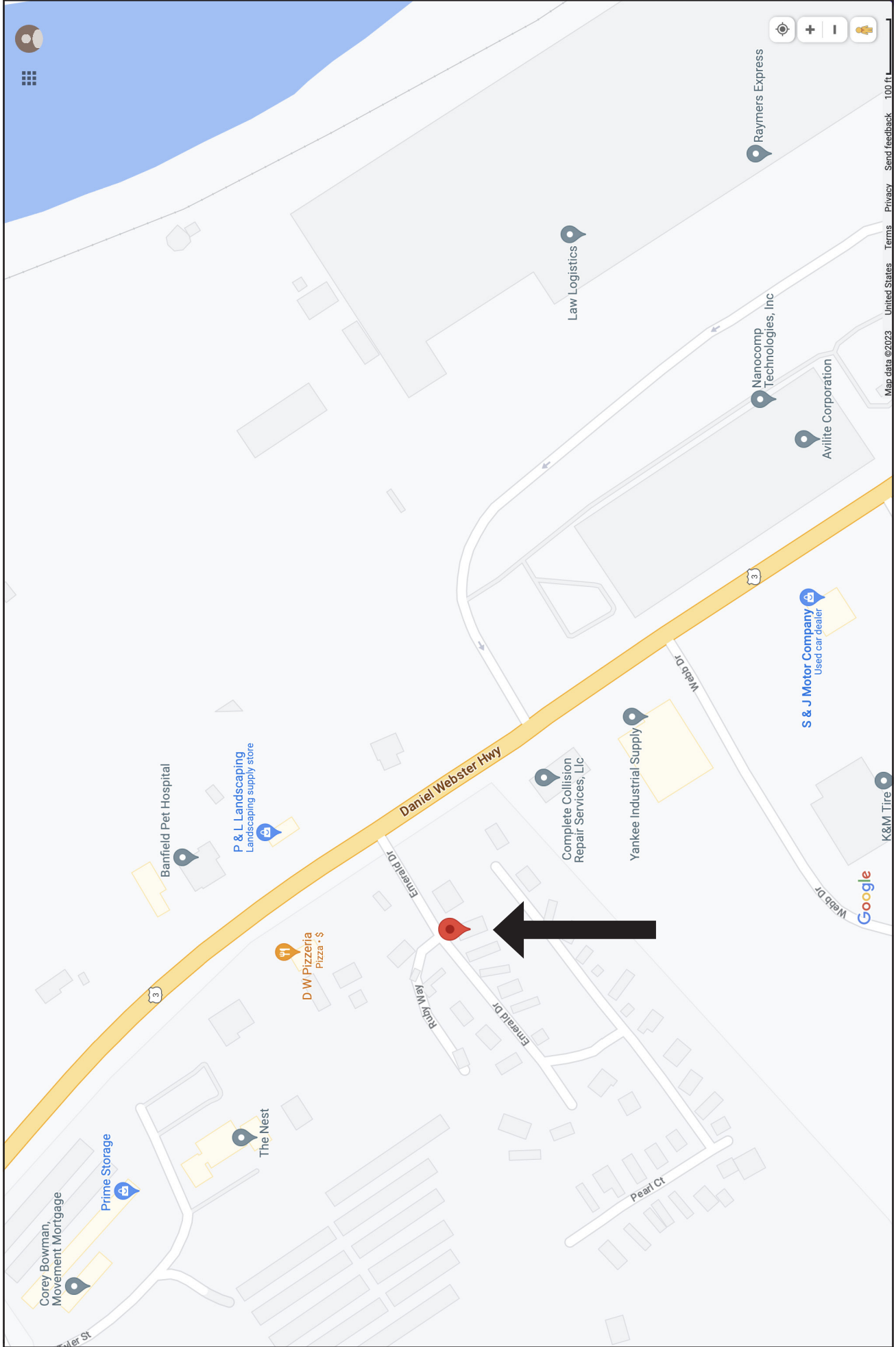




OWNER INFORMATION		SALES HISTORY			PICTURE	
<b>REED JENNIFER L</b> 2 EMERALD DR MERRIMACK, NH 03054		<b>Date</b>	<b>Book</b>	<b>Page</b>	<b>Type</b>	<b>Price Grantor</b>
		10/25/2019	9224	1792	Q1	130,100 TROSS NADINE A
		09/01/2016	8893	0225	Q1	84,000 ARTISTIC HOME SALES INC
		05/25/2012	8430	2124	U133	47,533 BARTHOLOW, RICHARD J &
		02/24/2010	8181	0491	U133	72,333 ARTISTIC HOMES
LISTING HISTORY		NOTES				
10/10/18	MRUM	GRAY//PU CARPORT				
05/17/18	INSP	MARKED FOR INSPECTION				
07/05/16	LMHC					
07/25/11	LMHC					
10/12/10	MRUM					

EXTRA FEATURES VALUATION						
Feature Type	Units	Length x Width	Size Adj	Rate	Cond	Market Value Notes
SLED-WOOD	120	10 x 12	193	10.00	80	1,853
JEWEL ESTATES	1		100	30,000.00	100	30,000
CARPORT METAL	252	18 x 14	123	8.00	30	744
						<b>32,600</b>

MUNICIPAL SOFTWARE BY AVITAR		
<b>MERRIMACK ASSESSING OFFICE</b>		
PARCEL TOTAL TAXABLE VALUE		
<b>Year</b>	<b>Building</b>	<b>Features Land</b>
2021	\$ 83,200	\$ 32,600 \$ 0
2022	\$ 83,200	\$ 32,600 \$ 0
<b>2023</b>	<b>\$ 83,200</b>	<b>\$ 32,600 \$ 0</b>
		<b>Parcel Total: \$ 115,800</b>
		<b>Parcel Total: \$ 115,800</b>
<b>LAST REVALUATION: 2021</b>		
<b>Zone: INDUSTRIAL Minimum Acreage: 0.46 Minimum Frontage: 125</b>		
<b>Land Type IF RES Neighborhood: R</b>		
<b>Cond Ad Valorem SPI R Tax Value Notes</b>		
Site: AVERAGE Driveway: PAVED Road: PAVED		
0 ac		



Corey Bowman,  
Movement Mortgage

Prime Storage

3

Banfield Pet Hospital

P & L Landscaping  
Landscaping supply store

D W Pizzeria  
Pizza • \$

The Nest

Daniel Webster Hwy

Emerald Dr

Ruby Way

Emerald Dr

Complete Collision  
Repair Services, LLC

Yankee Industrial Supply

Pearl Ct

Law Logistics

Raymers Express

Nanocomp  
Technologies, Inc

Avilite Corporation

S & J Motor Company  
Used car dealer

Google

K&M Tire

## ***NOTICE OF PUBLIC FORECLOSURE SALE***

GREENWOOD CREDIT UNION, of 2700 Post Rd., Warwick, RI 02886 (the "Mortgagee") is the holder by assignment of a certain Mortgage (the "Mortgage") given by Jennifer L. Reed (the "Mortgagor") dated October 24, 2019 and recorded at the Hillsborough County Registry of Deeds at Book 9224, Page 1797, with said assignment being recorded at said registry at Book 9224, Page 1814.

Pursuant to the power of sale contained in the Mortgage Deed and Security Agreement, RSA 382-A:9, and every other power, the Mortgagee, in exercise of the power of sale and for breach of the conditions of the Mortgage Deed and Security Agreement, and for purpose of foreclosing the same, will sell the following described property at PUBLIC AUCTION, which premises (the "Mortgaged Premises") are described in the Mortgage Deed and Security Agreement, as follows:

Premises: Manufactured Housing (Mobile Home) being located at 2 Emerald Drive, Jewel Estates Mobile Home Park, Merrimack, NH and further described as an **1996 Liberty Millenium Mobile Home, Size 28'x 56', Serial Number 08-L-64686XU and all parts, equipment and accessories affixed thereto or used in conjunction therewith, including any sheds or outbuildings.**

Date and Place of Sale: Friday, **August 18, 2023** at **10:00 a.m.** at the Premises.

Terms: \$2,500.00 deposit at time of sale by cash, bank check or certified check. Balance due on delivery of Deed within 21 days, successful bidder shall be required to sign a Memorandum of Sale of Manufactured Housing sold **"AS IS, WHERE IS," WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED** as to its condition or the status of title, subject to existing tenancies, outstanding real estate taxes and other priority encumbrances, if any, of record. Manufactured Housing may be required to be removed from site. All new residents of the manufactured housing park in which the housing is located may be required to be approved for membership by the entity which owns the manufactured housing park. Other terms may be announced at the sale.

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; and (4) amend or alter the terms of 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.

Debtor(s)' Right to Redeem Collateral: Debtor(s) may redeem the above described collateral at any time before the time of sale by tendering to the undersigned fulfillment of all obligations accrued by the collateral as well as the expenses reasonably incurred in retaking, holding and preparing the collateral for disposition in arranging the for the sale and to the extent provided for in the Mortgage Deed and Security Agreement, reasonable attorneys' fees and legal expenses.

**NOTICE TO MORTGAGOR AND ALL INTERESTED PARTIES: 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 SAID BOND AS THE COURT MAY REQUIRE TO ENJOIN THE SCHEDULED FORECLOSURE SALE.**

The address of the Mortgagee for service of process is in care of its agent for service of process, Christopher P. Mulligan, Esquire, 266 Middle Street, Portsmouth, NH 03801.

The New Hampshire Banking Department is located at 53 Regional Drive, Suite 200, Concord, NH 03301. 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.

For further information with respect to the manufactured housing to be sold, contact Christopher P. Mulligan, Esquire of the firm of **Bosen & Associates, PLLC**, 266 Middle Street, Portsmouth, NH 03801, (603) 427-5500.

Dated: June 21, 2023

Greenwood Credit Union  
By Its Attorneys  
Bosen & Associates, PLLC  
By: Christopher P. Mulligan, Esquire

## MEMORANDUM OF SALE

Agreement made this 18th day of August, 2023 by and between Greenwood Credit Union of 2700 Post Rd., Warwick, RI 02886 ("Seller") and \_\_\_\_\_ ("Buyer"), whose mailing address is \_\_\_\_\_.

Seller and Buyer, in consideration of the mutual covenants and undertakings hereinafter contained, agree as follows:

i) **PURCHASE AND SALE OF PROPERTY.** Seller agrees to sell and convey and Buyer agrees to purchase certain real property (the "Property") more particularly described as follows:

Manufactured Housing (Mobile Home) being located at 2 Emerald Drive, Jewel Estates Mobile Home Park, Merrimack, NH and further described as an **1996 Liberty Millenium Mobile Home, Size 28'x 56', Serial Number 08-L-64686XU and all parts, equipment and accessories affixed thereto or used in conjunction therewith, including any sheds or outbuildings.**

The Property is sold **"AS IS, WHERE IS," WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED** as to its condition or the status of title, subject to outstanding tenancies, real estate taxes and other priority encumbrances, if any, of record.

ii) **PURCHASE PRICE.** The purchase price for the Property is \$\_\_\_\_\_, payable as follows:

(a) \$2,500 earnest money deposit, receipt of which is hereby acknowledged and which shall be held in escrow by Bosen & Associates, PLLC, as agent for Seller, and applied to payment of the purchase price, without interest, at the time of the Closing as hereinafter defined;

(b) Balance of the purchase price to be paid in cash or by certified or cashier's (or equivalent) check at the Closing.

iii) **FINANCIAL CAPACITY.** Buyer represents to Seller that Buyer has the financial capacity and financial resources to effect closing within the time specified by and on the terms and conditions provided by this Agreement. Buyer's obligation to purchase the Property is not conditioned, in whole or in part, upon Buyer's ability to obtain financing for the purchase effected hereby.

iv) **CLOSING.** The closing (the "Closing") shall take place at the offices of BOSEN & ASSOCIATES, P.L.L.C., 266 Middle Street, Portsmouth, New Hampshire 03801 on or before September 8, 2023, at 9:00 a.m., *time being of the essence*, or at such other location and time as may be designated by Seller.

v) DEED. At the Closing, Seller shall deliver to Buyer a duly executed and acknowledged Foreclosure Deed Without Covenant.

vi) TAXES/ASSESSMENTS. All unpaid real estate and/or personal property taxes due to the municipality plus interest, fees and costs, and all other assessments and charges, including but not limited to water charges and sewer charges, attributable to the Property shall be the exclusive responsibility of and shall be paid by Buyer. Buyer shall also have exclusive responsibility for and shall pay any and all tax imposed upon either Buyer or Seller upon the privilege of transferring or receiving title to real property as provided by RSA 78-B:1, et seq. Any sales tax payable to the State of New Hampshire on purchase of the Property shall be the exclusive responsibility of and shall be paid by Buyer to Seller at the Closing.

vii) POSSESSION OF THE PROPERTY. Buyer shall have no right to possession of the Property at any time prior to the Closing.

viii) RISK OF LOSS. All risk of loss to the Property shall be borne by Buyer upon the execution of this Agreement.

ix) BUYER DEFAULT/TERMINATION. As the Property is being sold at a sale conducted under a power of sale pursuant to RSA 477:25 time is material and of the essence in performance of this Agreement. If Buyer shall default in the making of any payment herein required or shall fail to comply with any term, condition or covenant of this Agreement, Seller may, in addition to any other right or rights set forth in this Agreement, elect to declare this Agreement terminated and at an end. In the event of the exercise of this election by Seller, Seller may elect to: (a) retain all sums paid as earnest money deposited by Buyer to Seller as its separate and exclusive property without further liability of any party hereunder; (b) resell the property and bring an action against Buyer to recover any deficiency between the bid price and the ultimate price of the property, if the actual price is lower than the bid price, together with all charges, fees and expenses, including without limitation, reasonable attorneys' fees incurred by Seller in enforcing its rights under this Agreement; and/or (c) pursue all available legal and equitable remedies against Buyer, including reasonable attorneys' fees. If Seller in its sole discretion elects to retain Buyer's deposit pending resolution of any action commenced against Buyer pursuant to (b) and/or (c) as stated above, retention of Buyer's deposit shall not be considered an election of liquidated damages. Notice of intention to declare this Agreement so terminated shall be given in writing to Buyer and shall be deemed to be effective upon mailing of such notice by certified mail, return receipt requested, to Buyer by Seller.

x) ASSIGNMENT. Buyer shall have no right to assign this Agreement without the prior written consent of Seller, and any purported assignment of this Agreement shall be voidable at the option of Seller without in any manner affecting Buyer's obligations hereunder.

xi) MODIFICATION OF THIS AGREEMENT/INTEGRATION. No term or condition of this Agreement shall be modified except by agreement in writing by Buyer and Seller. The Terms and Conditions of Sale are made a part hereof and incorporated herein by reference.

xii) BROKER/AUCTIONEER. Seller and Buyer shall indemnify and hold each other harmless from and against all claims made by brokers or auctioneers, arising out of their respective actions. This indemnity shall include all costs and expenses incurred by Seller and Buyer, including attorney's fees. This indemnity shall survive delivery of the deed at closing.

xiii) NUMBER/GENDER/JOINT AND SEVERAL OBLIGATIONS. The term "Buyer" or any pronoun used in its place shall mean and include the masculine and the feminine, the singular, or the plural number and jointly and severally, individuals, friends or corporations and their respective successors, executors, administrators and assigns according to the context hereof. This Agreement shall be equally binding upon and shall inure to the benefit of the legal representatives and successors in interest of the parties hereto.

xiv) HEADINGS. All paragraph headings in this Agreement are for convenience of reference only and are of no independent legal significance.

xv) SEVERANCE. Should any term or provision of this Agreement, or portion thereof, be determined invalid or unenforceable under law, such determination shall not affect the validity or enforceability of the remaining terms and provisions herein.

xvi) GOVERNING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Hampshire.

xvii) NOTICE. Except as otherwise specifically provided herein, all notices and other writings permitted or required herein shall be in writing by the party giving such notice and shall be deemed properly given upon deposit in the United States mail as bearing proper first class postage and addressed to the other party at the address first above given, or such other address as may be from time to time designated in writing by either party.

xviii) COPIES. By their signatures hereon, the parties hereto acknowledge receipt of a copy of this Agreement.

xix) ENTIRE AGREEMENT. This Agreement represents the entire understanding and agreement of the parties hereto, and Seller and Buyer acknowledge that neither is relying upon any statement or representation, written or oral, of any party or person which has not been embodied in this Agreement.

IN WITNESS WHEREOF, Buyer and Seller have caused this Agreement to be executed on the date first above written.

WITNESS:

Greenwood Credit Union

\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, Vice President,  
Greenwood Credit Union

BUYER:

\_\_\_\_\_

\_\_\_\_\_

New Hampshire law (RSA 477:4-a) requires that the following notifications regarding risks associated with the ownership of any property:

"Radon Gas: Radon gas, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or water."

"Lead Paint: Before 1977, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present."

Purchaser acknowledges receipt of the Water Supply, Sewage Disposal System, Insulation and Methamphetamine Disclosure required by RSA 477:4-c,d and g and attached hereto as Exhibit A, and hereby agrees that Mortgagee has complied with all requirements of that statute.



EXHIBIT A

WATER SUPPLY, SEWAGE DISPOSAL SYSTEM, INSULATION and  
METHAMPHETAMINE DISCLOSURE PURSUANT TO RSA 477:4-c, d, g.

SELLER: **Greenwood Credit Union**

BUYER: \_\_\_\_\_

**PREMISES: Premises as Described in the Foregoing Memorandum  
of Sale (the "Premises") (Merrimack)**

I. Seller discloses the following information to Buyer regarding the water supply at the Premises:

- A) Type of private water-supply system: UNKONWN TO SELLER.
- B) Location: UNKNOWN TO SELLER.
- C) Malfunctions: UNKNOWN TO SELLER.
- D) Date of installation: UNKNOWN TO SELLER.
- E) Date of most recent water test: UNKNOWN TO SELLER.
- F) Unsatisfactory water test or water test with notations: UNKNOWN TO SELLER.

II. Seller discloses the following information to Buyer regarding the sewage disposal system at the Premises:

- A) Type of sewage disposal system: UNKNOWN TO SELLER.
- C) Location: UNKNOWN TO SELLER.
- D) Malfunctions: UNKNOWN TO SELLER.
- E) Age of system: UNKNOWN TO SELLER.
- F) Date of most recent service: UNKNOWN TO SELLER.
- G) Name of contractor who services the system: UNKNOWN TO SELLER.

III. Seller discloses the following information to Buyer regarding the insulation in the Premises: SELLER HAS NO KNOWLEDGE OF THE TYPE OF INSULATION USED IN ANY IMPROVEMENTS ON THE CONVEYED PREMISES.

IV. SELLER HAS NO KNOWLEDGE OF METHAMPHETAMINE PRODUCTION ON THE PROPERTY.

Buyer's initials: \_\_\_\_\_

# **BENNETT & MOORE AUCTIONEERS**

---

**P.O. B o x 4 0 1 0   ♦   P o r t s m o u t h , N H 0 3 8 0 2**  
**Stephen Bennett - 603-502-7457   Joseph Moore - 603-234-0688**  
**bennettandmooreauctioneers.com**

## **Membership Application, Rules & Bylaws**

**You may view and download the**

**Membership Application**

**Rules & Bylaws**

**at**

**[www.auctionzip.com/NH-Auctioneers/21170.html](http://www.auctionzip.com/NH-Auctioneers/21170.html)**

**or scan code below**

