

NOTICE OF FORECLOSURE SALE

Notice is hereby given that, for breach of the conditions set forth in a certain Mortgage Deed from **Michael K. Ethier**, of PO Box 152, Bristol, New Hampshire 03222 (hereinafter occasionally referred to as "Mortgagor"), to **Group East Financial Services, Inc.**, formerly of PO Box 544, Bristol, New Hampshire 03222, now of PO Box 369, Plymouth, New Hampshire 03264, dated March 22, 2010, and recorded in the Grafton County Registry of Deeds, at Book 3687, Page 831 (hereinafter occasionally referred to as "Mortgagee"), and by virtue of power of sale contained in said Mortgage, Group East Financial Services, Inc., being holder of said Mortgage, for the purpose of foreclosing the same, default having been made in the conditions thereof, will sell at public auction on **Friday, September 6, 2024, at 3:00 pm**, at premises in **Groton**, New Hampshire, the premises described in said Mortgage as follows:

Description of Premises: A certain parcel of land consisting of 2.5 acres, more or less, on Goddard Road, having Groton Tax Map #005-032-000, and depicted as Lot 3B on a plan entitled, "Ethier Estates, Province Road, Groton, NH, Phase I," prepared by Philip G. Bailey, dated May 19, 1985, and recorded in the Grafton County Registry of Deeds as Plan No. 4098.

Said premises will be sold subject to all matters of record including, but not limited to, all the terms and conditions contained in said Mortgage, restrictive covenants of record, and matters depicted on the plan referenced therein, any prior Mortgages, to any liens for unpaid real estate taxes existing at the time of sale, and to any other liens which take precedence over said Mortgage.

It is recommended that all interested parties make an independent examination of records at the Grafton County Registry of Deeds, **Groton** Town Offices, or such other records as may be appropriate.

EXCLUSIONS OF WARRANTIES: The Premises shall be sold "AS IS" and the conveyance of the Mortgaged premises will be made by the Mortgagee and accepted by the successful bidder without any expressed or implied representations or warranties whatsoever.

TERMS OF SALE: Five thousand and 00/100 Dollars (\$5,000.00) cash, certified check, or bank check to be paid at the time of sale, and the balance of the purchase price to be paid in cash, certified check or bank check within thirty (30) days after the date of sale or deposit shall be forfeited, TIME BEING OF THE ESSENCE.

If the successful bidder fails to close the sale within thirty (30) days of the date of sale, or otherwise fails to perform according to the terms of the sale, through no fault of Mortgagee or its agent, Mortgagee shall have the right to retain all monies paid at the sale, and all other monies paid to Mortgagee in connection with the attempted purchase, as liquidated damages.

Mortgagee reserves the right to bid upon and purchase the Mortgaged premises at the sale, to continue the sale to a subsequent date that the Mortgagee considers necessary or desirable, to announce further terms at the sale, to reject any and all bids, and upon default or disability of the successful accepted bidder, to accept the next highest qualified bid without further advertisement. Mortgagee reserves the right to waive or reduce the amount of the required deposit to accept the deposit and/or the final payment in an alternative form, and to extend the thirty (30) day requirement.

The Successor Bidder will be required to execute a Memorandum of Sale after the close of bidding.

A copy of the original Mortgage instrument may be examined by any interested person at the law office of Brian W. Ray, PLLC, 11 Main Street, Plymouth, New Hampshire.

Brian W. Ray, Esq., of Brian W. Ray, PLLC, as indicated below, is the duly authorized Attorney for the Mortgagee and, as such, is authorized to serve as their Agent for Services of Process.

TOLL FREE HOTLINE: For information on getting help with housing and foreclosure issues, please call the foreclosure information hot line at 1-800-437-5991. The hotline is a service of the New Hampshire Banking Department. There is no charge for this call. The New Hampshire Banking Department is located at 53 Regional Drive, Suite 200, Concord, New Hampshire. Its telephone number is 603-271-3561, and its email address is nhbd@banking.nh.gov, and the website is <https://nh.gov/banking>.

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.

Dated at Plymouth, New Hampshire, this 6th day of August, 2024.

Group East Financial Services, Inc.



By: Brian W. Ray, Esq.
Brian W. Ray, PLLC
PO Box 369
Plymouth, NH 03264
603-536-2300
brianray1@roadrunner.com

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