EDoc # 0016244 Nov 1, 2017 3:25 PM
Book 4523 Page 0883 Page 1 of 5
Register of Deeds, Strafford County

C/H
L-CHIP
STA122907

STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE ADMINISTRATION
REAL ESTATE TRANSFER TAX
*****2 Thousand 0 Hundred 70 Dollars
DATE 11/01/2017 ST842386 AMOUNT $ *****2070.00

# FORECLOSURE DEED UNDER POWER OF SALE

Eastern Bank, successor by merger to Centrix Bank & Trust, a Massachusetts trust company having an address of 195 Market Street, City of Lynn, County of Essex, Commonwealth of Massachusetts, holder of mortgage from E.A. Bush, LLC, to Centrix Bank & Trust, February 16, 2007, and recorded in the Strafford County Registry of Deeds on February 16, 2007 at Book 3494, Page 793 by the power conferred by said mortgage and every other power, for One Hundred Thirty Eight Thousand and 00/100 Dollars ($138,000.00) paid, grants to Martin Burby and Jacquelyn Burby, husband and wife, of 8 Roberts Road, Dover, NH 03820, as joint tenants with rights of survivorship, the premises conveyed by said mortgage and described as follows:

A certain condominium unit located in Captain Hutchs' Condominium, Calef Highway, Barrington, Strafford County, New Hampshire (the "Condominium"), more particularly bounded and described as follows:

Unit A, as defined, described and identified in the Declaration of Captain Hutchs' Condominium (the "Declaration") dated October 28, 2005 and recorded in the Strafford County Registry of Deeds in Book 3287, Page 830, and as thereafter amended of record, and shown on a certain condominium site plan entitled "Condominium Plan in Barrington, NH Showing Units A and B of the Captain Hutchs' Condominium at 22 Route 125 (Assessors Map 265 Lot 1) Record Owner Everett M. Davis, Jr. Family LLC, 14 Grove Street, Byfield, MA 01922 Millennium Engineering, Inc. Engineers and Land Surveyors P.O. Box 745, 13 Hampton Road, Exeter, NH 03833 dated September 23, 2005 Scale: 1"=40'" and on certain condominium floor plans entitled "Unit A & B Ground Floor Plan Captain Hutchs' Condominium Barrington, NH, 22 Calef Highway, Route 125, Barrington, NH, Fulcrum, Inc. Architects, 22 Lafayette Road, Salisbury, MA 01952 dated September 9, 2005 Scale: 3/16"=1'". The aforesaid site plan is recorded in the Strafford County Registry of Deeds as Plan No. 82-82 of 2005 and the aforesaid floor plans are recorded in the Strafford County Registry of Deeds as Plan No.82-83 of 2005, together with an undivided interest in the Common Area appurtenant to said Unit, as defined and described in said Declaration, and as said Declaration may be amended pursuant to its terms.

This conveyance is made subject to, and granted together with the following:

1. The provisions, terms, conditions, restrictions, obligations, covenants and easements contained in the said Declaration of Condominium and By-Laws;

2. The provisions of New Hampshire Revised Statutes Annotated, Chapter 356-B, as amended.

3. All rights of way, easements, covenants, conditions, and restrictions of record.

The above premises are subject to any and all easements, restrictions, or other encumbrances and unpaid taxes affecting the above described premises.

IN WITNESS WHEREOF, Eastern Bank has caused this instrument to be signed by its duly authorized officer this 31st day of October, 2017.

EASTERN BANK

By: _____
Stephen H. Witt, Senior Vice President

STATE OF NEW HAMPSHIRE
cOUNTY OF ROCKINGHAM

On this 31st day of October, 2017, before me, the undersigned personally appeared Stephen H. Witt, known to me to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as Senior Vice President of Eastern Bank.

_____
Michelle LaCount/Justice of the Peace
My commission expires: 05/03/2022

# AFFIDAVIT OF SALE

I, Michelle LaCount, of Kalil & LaCount, attorney for the grantor in the foregoing Deed, on my oath say that the principal and interest due on the Promissory Note secured by the Mortgage referred to in the foregoing Deed was not paid or tendered or performed when due, and that I caused to be published on Wednesday, August 16, 2017, Wednesday, August 23, 2017 and Wednesday, August 30, 2017, in the Union Leader, a newspaper published in the City of Manchester, County of Hillsborough, State of New Hampshire, being a newspaper of general circulation within the Town of Barrington, County of Strafford, State of New Hampshire, a notice of which the following is a true copy:

See Attached Exhibit A

And I further on oath say that I sent a copy of said notice on the 9th day of August, 2017, by certified mail, return receipt requested, to the following at their last known address:

E.A. Bush, LLC
22A Calef Highway
Barrington, NH 03825

John Lyons, Esquire
LYONS LAW OFFICES, P.A.
One New Hampshire Avenue
Suite 235
Portsmouth, NH 03801

E.A. Bush, LLC
1203 Calef Highway, Unit A
Barrington, NH 03825

Frank Coletta
20 Kim Road
Salem, NH 03079

Town of Barrington
Tax Collector's Office
333 Calef Highway
PO Box 660
Barrington, NH 03825

John Shaheen
11500 NW 60 Terrace, Unit 375
Doral, FL 33178

Small Business Administration
2120 Riverfront Dr., Suite 100
Little Rock, AR 72202

State of New Hampshire
Department of Revenue Administration
109 Pleasant Street
PO Box 454
Concord, NH 03301

Granite State Economic Development Corporation
1 Cate Street, #300
Portsmouth, NH 03801

And I further, on oath, say that no petition was filed in the Strafford County Superior Court or served by the Strafford County Sheriff's Department or any other party in interest to enjoin the foreclosure noticed.

And I further, on oath, say that on information and belief Erik A. Bush was not in the military or naval service at the time of foreclosure, or within the twelve months prior thereto, within the meaning of the Servicemembers Civil Relief Act and amendments thereto.

And I further on oath say that pursuant to said notice, at the time and place therein appointed, on Wednesday, September 13, 2017, I sold or caused to have sold the mortgaged premises at public auction to Eastern Bank, for One Hundred Thirty Eight Thousand and 00/100 Dollars ($138,000.00) bid by it, being the highest bid therefore at said auction, which rights were subsequently assigned to Martin Burby and Jacquelyn Burby.

Michelle LaCount

STATE OF NEW HAMPSHIRE
ROCKINGHAM, SS.

Subscribed and sworn to, before me, this 31st day of October, 2017, by Michelle LaCount.

Joseph R. Russell/Justice of the Peace
My commission expires: 10/21/2020

JOSEPH R. RUSSELL JUSTICE OF THE PEACE NEW HAMPSHIRE MY COMMISSION EXPIRES OCT. 21, 2020

# EXHIBIT A

## Legal Notice

**NOTICE OF MORTGAGEE'S SALE**

By virtue of the Power of Sale contained in a certain Mortgage given by **E.A. Bush, LLC,** to Centrix Bank & Trust, dated February 16, 2007, and recorded in the Strafford County Registry of Deeds on February 16, 2007 at Book 3494, Page 793 pursuant to and in execution of said power of sale and for breach of the condition of said Mortgage, to wit: nonpayment of principal and interest when due, Eastern Bank, successor by merger to Centrix Bank & Trust, will sell all of its right, title and interest in and to the mortgaged premises described in said Mortgage at PUBLIC AUCTION on

**WEDNESDAY,**
**SEPTEMBER 13, 2017**
at **11:00 A.M.** on the premises hereinafter described and located at
**1203 Calef Highway,**
**Unit A, Barrington,**
**Strafford County, NH 03825**

The mortgaged property may be located near 1203 Calef Highway, Unit A, (formerly 22A Calef Highway), Captain Hutchs' Condominium, Barrington, New Hampshire. Mortgagee makes no representation as to the accuracy or correctness of the above address and disclaims any responsibility for any description of the mortgaged property which differs from the description in the subject Mortgage.

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.

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.

The sale of the 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: 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.

TERMS OF SALE: Ten Thousand Dollars ($10,000.00) 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 and reserves the right to reject any or all bids and to continue the sale at any time prior to or during the auction.

Dated this 9th day of August, 2017

EASTERN BANK
By its attorneys,
KALIL & LaCOUNT

By: _/s/_____
Michelle LaCount
681 Wallis Road
Rye, New Hampshire 03870
(603) 964-1414
ryelaw@ryelaw.net

(UL - Aug. 16, 23, 30)