

NOTICE OF FORECLOSURE SALE
UNDER MORTGAGE POWER OF SALE

Notice is hereby given that, for breach of conditions set forth in a Mortgage from **CAROL MODRELL** to **MERCHANTS BANK n/k/a COMMUNITY BANK, N.A.** dated November 3, 2005 and recorded in the Grafton County Registry of Deeds at Book 3216, Page 587 (the "Mortgage"), by virtue of a power of sale contained in said Mortgage, for the purpose of foreclosing said Mortgage, **COMMUNITY BANK, N.A.** will sell at public auction on **Friday, March 20, 2026 at 11:00 a.m.** the lands and premises located at and known as **211 Kearsarge Drive in the Village of Woodsville, Town of Haverhill, County of Grafton, and State of New Hampshire** (the "Property"). The foreclosure sale will be held at the Property. The Property is more particularly described as follows:

All and the same lands and premises conveyed to Carol I. Modrell by Warranty Deed (Statutory Form) of Janette K. Monear dated September 20, 2002 and recorded in the Grafton County Registry of Deeds at Book 2728, Page 247 and being more particularly described therein as follows:

"Two (2) certain parcels of land with the buildings thereon, situated in the Town of Haverhill, County of Grafton and State of New Hampshire bounded and described as follows:

PARCEL #1:

Lot Ninety-nine (99), Section Two (2), as shown on a plan of land entitled "Subdivision Plan, Mountain Lake, Haverhill, New Hampshire, surveyed for Town & Country Homes, Inc." drawn by W. Robert Nolte & Associates, Land Surveyors, dated May, 1966, revised August, 1968 and duly recorded with the Grafton County Registry of Deeds in Book 1083, Page 49.

This conveyance is made subject to and with the benefit of easements in, over and under the streets shown on said plan for the installation of public utilities, including water, electricity, drainage and telephone.

This conveyance is also made subject to and with the benefit of certain covenants and easements set forth in an instrument entitled, "Mountain Lake Subdivision, Property Covenants and Easements," duly recorded with said Deeds in Book 1047, Page 123, and with the right to use the streets, beaches, lake and recreation areas shown on said plan with others of recorded entitled thereto.

PARCEL #2:

Lot One Hundred (100), Section Two (2), as shown on a plan of land entitled, "Subdivision Plan, Mountain Lake, Haverhill, New Hampshire, surveyed for Town & Country Homes, Inc." drawn by W. Robert Nolte & Associates, Land Surveyors, dated May 1966, revised August 1968 and duly recorded with the Grafton County Registry of Deeds in Book 1083, Page 49.

This conveyance is made subject to and with the benefit of easements in, over and under the streets shown on said plan for the installation of public utilities, including water, electricity, drainage and telephone.

This conveyance is also made subject to and with the benefit of certain covenants and easements set forth in an instrument entitled, "Mountain Lake Subdivision, Property Covenants and Easements," duly recorded with said Deeds in Book 1047, Page 123, and with the right to use the streets, beaches, lake and recreation areas shown on said plan with others of recorded entitled thereto.

MEANING & INTENDING to describe and convey all and the same premises as conveyed to Janette K. Monear by Warranty Deed of Karl E. Schmid and Sandra D. Schmid, dated July 25, 2002 and recorded at Book 2692, Page 0720 in the Grafton County Registry of Deeds.

And I hereby release any and all homestead rights or interests herein."

The Property will be sold subject to all unpaid and outstanding property taxes and municipal utilities or assessments existing at the time of sale, and to any and all other liens, easements, rights, tenancies, and encumbrances which may have priority over the Mortgage. The Property will be sold "AS IS, WHERE IS, WITH ALL FAULTS." The Mortgagee makes no representations or warranties with respect to the accuracy of any statement as to the boundaries, acreage, title, frontage, access, conditions, or other matters contained in the aforesaid description of Property, or with respect to any other matter concerning the Property. Bidders are responsible for conducting their own title search. The conveyance of the Property will be made by the Mortgagee and accepted by the successful bidder without any other expressed or implied representations or warranties whatsoever.

NOTICES REQUIRED BY R.S.A. 479.25

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. If you encounter an issue with the foreclosure hotline, please call the New Hampshire Banking Department main line at (603) 271-3561. There is no charge for this call.

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. 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.

Service of process may be made on the Mortgagee at COMMUNITY BANK, N.A., c/o Robert Graff, 201 N. Union Street, Olean, NY 14760 and/or upon the Mortgagee's agent, Mark E. Melendy, Esq., SHEEHY FURLONG & BEHM P.C., 205 Billings Farm Road, Suite 4B, White River Junction, VT 05001.

TERMS OF FORECLOSURE SALE

To qualify to bid, prospective bidders must tender to the auctioneer before the foreclosure sale the amount of \$10,000.00 (the "Bid Qualifying Deposit") in cash, certified funds, bank check, or other primary bank obligation, unless the parties agree on some other form or amount of payment. The Property will be sold to the highest bidder, and the successful bidder's Bid Qualifying Deposit will be held as a non-refundable deposit, and will be considered reasonable liquidated damages if the highest

bidder fails to close on the purchase of the Property. All other Bid Qualifying Deposits shall be returned to the unsuccessful bidders who supplied them.

The successful bidder will be required to sign a “no contingency” purchase and sale agreement at the conclusion of the auction. The closing shall be held, and the balance of the purchase price shall be due and payable in cash, certified funds, bank check, or other primary bank obligation, upon the delivery of the Foreclosure Deed to the purchaser within forty-five (45) days of the foreclosure sale, unless such date is mutually extended by the parties.

The Mortgagee reserves the right to: (a) cancel or continue the foreclosure sale to such later date as the Mortgagee may deem desirable; (b) bid upon and purchase the Property at the foreclosure sale; (c) reject any and all bids for the Property at the foreclosure sale; (d) amend or change the terms of sale set forth herein by written or oral announcement made before or during the foreclosure sale, with such changes or amendments to be binding on all bidders; and (e) sell the Property to other bidders at the foreclosure sale in the event the highest bidder fails to close on its purchase of the Property in accordance with the terms hereof, in descending order of bids made.

Other terms to be announced at the Public Auction. **For further information, please contact the Thomas Hirschak Company NH #2661 at (800) 634-7653 or visit www.thcauction.com.**

COMMUNITY BANK, N.A.

Date: 1/23/26

By: /s/ Mark E. Melendy
Mark E. Melendy, Esq., Its Attorney
SHEEHEY FURLONG & BEHM P.C.
NH Bar # 12509