

NOTICE OF FORECLOSURE SALE

Reference is made to a COMMERCIAL MORTGAGE given by **CBS REALTY LLC** (the "Mortgagor") to **DISHIN' IT OUT!, LLC** (the "Mortgagee"), dated December 28, 2018 and recorded at the Grafton County Registry of Deeds on December 31, 2018 at Book 4410, Page 0259 (the "Mortgage").

By virtue of the power of sale contained in the Mortgage, the Mortgagee, in execution of the power of sale and for breach of conditions of the Mortgage, including but not limited to non-payment, and for the purpose of foreclosing the same, will sell at

PUBLIC AUCTION on NOVEMBER 21 , 2025, at 12:00 NOON, the Mortgaged Premises. The public auction will take place at 1194 US Route 4, Canaan, New Hampshire.

The premises to be foreclosed on and sold pursuant to this Notice consists of the following parcel of land together with all buildings and improvement thereon. The parcel of land is described in the Mortgage as follows:

"A certain tract or parcel of land with the buildings thereon, situated on the southerly side of US Route #4, , so-called, which is also known as Mechanic Street, in said Canaan, in said Grafton County, and bounded and described as follows:

Beginning at the northeast corner of land formerly of Leon Bryar and in the southerly line of said US route 4;

Thence South 77° 23' East 35 feet along the southerly line of

said US Route #4 to the northeast corner of and formerly of the heirs of Carey Smith;

Thence South 12° 30' West 65 feet along said Smith land to the southwest corner of said Smith Land and to land formerly of Ellen B. Barnard;

Thence North 77°23' West 35 feet along said Barnard land to the southeast corner of said Bryar land;

Thence North 12°30' East 65 feet along said Bryar land to the point of beginning in the southerly line of US route #4.

Meaning and intending to convey all and the same premises conveyed to Dishin' It Out!, LLC by Warranty Deed of Barbara J. Hayward dated December 10, 2007 and recorded in the Grafton County Registry of Deeds at Book 3474, page 968."

To the Mortgagor or any other person claiming a lien or encumbrance against the Mortgaged Premises: **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 such service upon the Mortgagee or its agent conducting the sale prior to sale shall hereafter bar any action or right of action of the Mortgagor based on the validity of the foreclosure.

Liens and Encumbrances. The Mortgaged Premises shall be sold subject to all liens and encumbrances entitled to precedence over the Mortgage including, but not limited to, all unpaid taxes and all liens for hazardous waste cleanup asserted by the United States of America, the State of New Hampshire, or any other political subdivision thereof. The sale shall be subject to the rights of tenants (if there are any), but only to the extent that such tenant rights are senior to the lien of the Mortgage.

Terms of Sale. A bidder may submit a bid on the parcel to be sold. There is no set minimum bid. . The Mortgagee in its sole discretion may accept or reject any bid. If the Mortgagee rejects the bids as insufficient, the Mortgagee may continue the sale to a subsequent date. To qualify to bid, bidders must place on deposit with the auctioneer in cash, by certified check or other form of payment acceptable to the Mortgagee prior to the commencement of the auction sale the amount of: (i) Ten Thousand Dollars (\$10,000.00) . The deposits placed by unsuccessful bidders will be returned to those bidders at the

conclusion of the sale. The successful bidder(s) will be required to tender an additional deposit within five (5) business days of the date of the sale, in an amount sufficient to bring the total of the additional deposit and the initial deposit to an amount equal to ten percent (10%) of the successful bid. The balance of the purchase price(s) must be paid in full by the successful bidder(s) in cash, or by certified check or wire transfer on or before thirty (30) days after the date of the sale. If any successful bidder fails to complete the purchase of the Mortgaged Premises on or before 30 days after the date of the sale, then the Mortgagee may, at its sole option, retain the applicable deposit in full as liquidated damages. Conveyance of the Mortgaged Premises shall be by foreclosure deed and shall be delivered to the successful bidder(s) upon payment of the balance of the applicable purchase price. The transfer tax due to the State of New Hampshire Department of Revenue Administration shall be paid in its entirety by the successful bidder(s). The Mortgagee reserves the right to accept back-up foreclosure bids if a successful bidder fails to close.

Exclusion of Warranties. The conveyance of the Mortgaged Premises will be made by the Mortgagee and accepted by the successful bidder(s) without any express or implied representations or warranties whatsoever including but not limited to representations or warranties relating to title, zoning, subdivision, possession, recitation of acreage, and hazardous waste.

Reservation of Rights. The Mortgagee reserves the right to (i) cancel or continue the foreclosure sale to such later date as the Mortgagee may deem desirable; (ii) bid on and purchase one or both of the Tracts comprising the Mortgaged Premises at the foreclosure sale without tendering a deposit; (iii) reject any and all bids for the Mortgaged Premises; (iv) waive reading this notice or any portion thereof at the foreclosure sale; and (v) amend or alter the terms of sale stated in this notice by oral or written announcement made at any time before or after or during the foreclosure sale. Such changes or amendments shall be binding on all bidders.

For further information regarding the Mortgaged Premises contact the auctioneer _____..

Dishin' It Out!,LLC
By its attorneys
ColeMyers, PLLC

October __, 2025

By:

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