



PRIMMER PIPER
EGGLESTON &
CRAMER PC

900 Elm Street | P.O. Box 3600 | Manchester NH 03105-3600

Paul J. Phillips, Esq.
pphillips@primmer.com
T 603 626 3300
F 603 626 0997

Admitted in New Hampshire and Vermont

VIA HAND DELIVERY AND ELECTRONIC MAIL

December 18, 2019

Ms. Debra Howland
Executive Director and Secretary
New Hampshire Public Utilities Commission
21 South Fruit Street
Concord, NH 03301

Re: DT 19-143 (Petition of Bretton Woods Telephone Company, Inc.)

Dear Ms. Howland:

Enclosed on behalf of Bretton Woods Telephone Company, Inc., are seven (7) written copies of an "Affidavit of Publication," submitted in compliance with Order No. 26,314 (Order *Nisi* Approving Transfer of Indirect Ownership), which was issued by the Commission in this proceeding on December 12, 2019.

Please let me know if you have any questions.

Very truly yours,

Paul J. Phillips

Enclosure

cc: NHPUC Electronic Service List, DT 19-143
Thomas Hearity, Esq., LICT Corporation
Art Nicholson, Vice President, Bretton Woods Telephone Company, Inc.

STATE OF NEW HAMPSHIRE
BEFORE THE PUBLIC UTILITIES COMMISSION

DT 19-143

BRETTON WOODS TELEPHONE COMPANY, INC.

Petition for Approval of Transfer of Franchise, Works, and Systems to Affiliate

AFFIDAVIT OF PUBLICATION

NOW COMES Paul J. Phillips, upon oath, being duly sworn, and states as follows:

1. I represent Bretton Woods Telephone Company, Inc. ("BWTC"), in the above-captioned docket, which involves a proposed transfer of indirect ownership of BWTC from its current owner, LICT Corporation, to CIBL, Inc., a company under substantially common ownership with LICT Corporation.

2. On December 12, 2019, the New Hampshire Public Utilities Commission ("the Commission") issued Order No. 26,314, an Order *Nisi* Approving Transfer of Indirect Ownership (the "Order"), together with a summary of said Order (the "Summary Order").

3. In the Order, the Commission directed BWTC to cause a copy of the Summary Order to be published once in a newspaper of general circulation within its franchise area, such publication to occur no later than December 16, 2019, and to be documented by affidavit filed with the Commission on or before December 27, 2019.


4. On behalf of BWTC, I caused a copy of the Summary Order to be published on December 16, 2019, in the *New Hampshire Union Leader*, a true and accurate copy of such publication being attached here as **EXHIBIT "A"**.

Dated at Manchester, New Hampshire, this 17th day of December, 2019.

Respectfully submitted,

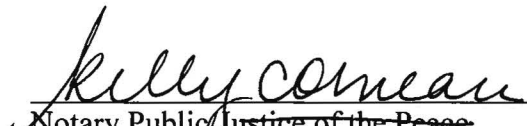
BRETTON WOODS TELEPHONE COMPANY, INC.

By: Primmer Piper Eggleston & Cramer PC,
Its Attorneys

By: 
Paul J. Phillips (N.H. Bar # 20788)
Primmer Piper Eggleston & Cramer PC
900 Elm Street, 19th Floor
Manchester, NH 03101
(603) 626-3300
pjphillips@primmer.com

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH, ss.

At Manchester, County of Hillsborough, State of New Hampshire, this 17th day of December, 2019, the above-named, Paul J. Phillips, personally appeared before me and subscribed and swore to the foregoing instrument as representing his free act and deed.


~~Notary Public~~ Justice of the Peace

My Commission Expires: 10/2/2024



Superior Court ruling says revenge porn not covered by Constitution

By **Damien Fisher**
Union Leader Correspondent

NEWPORT — Naked photos and videos distributed without the consent of the subject are not protected speech under the First Amendment, according to a Sullivan County Superior Court ruling.

Claremont man Chad Boardman, 43, is charged with two felonies for allegedly distributing so-called revenge porn. He argued in court that the law with which he is being prosecuted is not constitutional.

"In his motion and at a hearing, the defendant contended the statute is unconstitutional on its face as a content-based restitution on speech that violates the First Amendment," wrote Judge Brian Tucker.

Tucker disagreed with Boardman's arguments, finding that the law is not so much concerned about the content, but about the intent to harass the alleged victims in revenge porn cases.

"Exceptions to the New Hampshire law show that the statute does not proscribe disseminating content but rather bars the attempt to use content to harass, coerce, intimidate or threaten another," Sullivan wrote.

Boardman is now scheduled for trial in February.

He was first charged last year when the alleged victim in the case, a 36-year-old woman, went to police in January saying that her landlord was sent the images and video by Boardman, according to the police report on file. The woman told police she had been in

a dating relationship with Boardman for a few months in 2017, and at one point he became aggressive and threatened her, she told police.

The couple fought when Boardman accused the alleged victim of cheating on him, and during the disagreement he stole her cell phone, she told police. The woman said she never got the phone back.

She told police she believes Boardman accessed her private images stored on an Internet cloud by using the stolen phone, according to the affidavit filed in the case.

Boardman later allegedly sent the images and video through Facebook's private messaging program. Police subsequently executed a search warrant for Boardman's phone and placed him under arrest.

DWI License Revocations

CONCORD — The Director of Motor Vehicles, Elizabeth A. Bielecki, has released the following list of Driving While Intoxicated revocations. Please note the actual date of revocation may have preceded this announcement.

ALEXANDRIA — Mark D. Yeskis, 47; **BOSCAWEN** — Derek John Dussault, 35; **CAMPTON** — Keith Andre McNamara, 51; **CORNISH** — Shane Abbott, 37; **DEERING** — Theodore J. Magryta, 27; **DOVER** — Craig Paul Dubay, 53; **EPPING** — Luke E. Davis, 41; **GOFFSTOWN** — Corey M. Allard, 23; **GORHAM** — Dina A. Fasoli, 51; **HILLSBOROUGH**

— Kimberly M. Whitney, 55; **LACONIA** — Eric M. Bryant, 41, and Joseph Wylie, 41; **LEBANON** — Jake R. McLaughlin, 29; **MANCHESTER** — Tomas Acosta, 39, Dominic S. Ali, 34, Kristen M. Arsenault, 27, and Alexandria W. Lott, 25; **MARLOW** — Errol D. Cousins, 44; **NASHUA** — Zachary Evan Smalley, 26; **NORTHWOOD** — Riley B. Farrar, 24; **PEMBROKE** — Kenneth J. Lewis, 25; **PLYMOUTH** — Joshua M. Gagnon, 26; **ROCHESTER** — Jeremy W. Munger, 28, and Ronald J. Nadeau, 61; **SALEM** — Neal P. Keegan, 27, and Jessica K. Kroese, 44; **SANBORNVILLE** — Thomas A. Smith, 61; **WILTON** — Chris-

tiana A. Moya, 27.

Out of state

Michael Pennachi, 43, **Kittery, Maine**; Amanda J. Crowley, 54, **Duxbury, Mass.**; Maxwell Walden, 23, **Haverhill, Mass.**; Michael M. Mwangi, 44, **Lawrence, Mass.**; Adriana M. Ramos, 23, **Methuen, Mass.**; Michael Martins, 31, **Newburyport, Mass.**; Timothy Jonas, 59, **Pepperell, Mass.**; Jason Martin, 25, **Seekonk, Mass.**; Michael A. Girard, 36, **Winchendon, Mass.**; Andrew M. Dickison, 34, **Tulsa, Okla.**; Michael Steen, 45, **Brandon, Vt.**; Owen Tarleton, 19, **Woodstock, Vt.**

December 26, 2019. Any person responding to such comments and requests for hearing shall do so no later than December 30, 2019. Following consideration of any comments and request for hearing received, the Commission may extend the final effective date of its Order. Unless the Commission orders otherwise, the Order will become final and effective on December 31, 2019. (UL - Dec. 16)

Legal Notice

NOTICE OF FORECLOSURE SALE

Pursuant to a power of sale contained in a certain mortgage deed given by **Jerry W. Haskell and Wendelyn R. Haskell** to Raymond R. Reed and Raymond M. Reed dated August 14, 2009, recorded in the Belknap County Registry of Deeds on August 14, 2009 at **Book 2590, Page 545** of which, Raymond R. Reed and Raymond M. Reed is the present holder of said mortgage by assignment. Pursuant to and in execution of said power, and for mortgage conditions broken, will sell on the mortgaged premises: **297 Durrell Mountain Road, Belmont, Belknap County, New Hampshire**, at

PUBLIC AUCTION

On **January 6, 2020 at 12:00 p.m.**, local time, all of said holder's right, title and interest in and to the real estate more particularly described in said Mortgage.

This foreclosure sale will be made for the purpose of foreclosure of all rights of redemption of the said mortgagor(s) therein possessed by them and any and all persons, firms, corporations or agencies claiming by, from, or under them.

Meaning and intending to describe and convey the same premises as conveyed by Warranty Deed from Federal National Home Loan Mortgage Corporation to Jerry W. Haskell and Wendelyn R. Haskell, dated December 19, 2008 and recorded on February 20, 2009 in Book **2548, Page 379** of the Belknap County Registry of Deeds.

Said premises will be sold "as is" in all respects, including, but not limited to, the physical condition of the premises and the rights, if any, of any occupants of the premises.

To the mortgagor(s) and any and all persons, firms, corporations or others claiming by, from or under them: 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.

For information on getting help with housing and foreclosure issues, please call the foreclosure information hotline 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 can be contacted at 53 Regional Dr., #200, Concord, NH 03301 at Tel. No. 603.271.3561 and email at nhbd@banking.nh.gov

[@banking.nh.gov](http://banking.nh.gov).

For Service of Process, **Mortgagee's agent is Braucher and Amann, PLLC and address is 65 Market Street, Manchester New Hampshire 03101.**

Terms of sale will by FIVE THOUSAND Dollars (\$5,000) cash or certified check satisfactory to the said holder, to be paid at the time of the sale, and the balance to be paid on delivery of foreclosure deed within forty-five (45) days thereafter. The said holder reserves the right to waive any of the above terms at its discretion. The said holder reserves the right to cancel or postpone the sale to such subsequent dates as the holder may deem necessary or desirable.

Raymond R. Reed and Raymond M. Reed
By its Attorneys,
BRAUCHER & AMANN, PLLC
65 Market Street,
Manchester, NH 03101
Dated: 11/22/2019
(UL - Dec. 16, 23, 30)

Legal Notice

MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY

By virtue of a Power of Sale contained in a certain mortgage given by **Brenda A. Letourneau** ("the Mortgagor(s)") to Mortgage Electronic Registration Systems Inc., as nominee for Residential Mortgage Services, Inc., dated September 28, 2012 and recorded in the Hillsborough County Registry of Deeds in Book 8477, Page 999, (the "Mortgage"), which mortgage is held by Wells Fargo Bank, N.A., the present holder of said Mortgage, pursuant to and in execution of said power and for breach of conditions of said Mortgage and for the purposes of foreclosing the same will sell at:

Public Auction
on
January 8, 2020
at
4:00 PM

Said sale being located on the mortgaged premises and having a present address of 26 Russell Hill Road, Wilton, Hillsborough County, New Hampshire. The premises are more particularly described in the Mortgage.

For mortgagor(s)' title see deed recorded with the Hillsborough County Registry of Deeds in Book 8477, Page 997.

NOTICE

PURSUANT TO NEW HAMPSHIRE RSA 479:25, 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.

The address of the mortgagee for service of process is 14 Centre Street, Concord, NH 03301 and the name of the mortgagee's agent for service of process is Corporation Service Company d/b/a Lawyers Incorporating Service.

You can contact the New Hampshire Banking Department by e-mail at nhbd@banking.nh.gov. For information on getting help with housing and foreclosure issues, please call the foreclosure information hotline at

1-800-437-5991. The hotline is a service of the New Hampshire Banking Department. There is no charge for this call.

The Property will be sold subject to all unpaid real estate taxes and all other liens and encumbrances which may be entitled to precedence over the Mortgage. Notwithstanding any title information contained in this notice, the Mortgagee expressly disclaims any representations as to the state of the title to the Property involved as of the date of the notice of the date of sale. The property to be sold at the sale is "AS IS WHERE IS".

TERMS OF SALE

A deposit of Five Thousand (\$5,000.00) Dollars in the form of a certified check or bank treasurer's check or other check satisfactory to Mortgagee's attorney will be required to be delivered at or before the time a bid is offered. The successful bidder(s) will be required to execute a purchase and sale agreement immediately after the close of the bidding. The balance of the purchase price shall be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee's attorney. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

Dated at Newton, Massachusetts, on November 8, 2019.

Wells Fargo Bank, N.A.
By its Attorney,
Emery Markles
Harmon Law Offices, P.C.
PO Box 610389
Newton Highlands, MA 02461
603-669-7963
17588

(UL - Dec. 9, 16, 23)

Legal Notice

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue of a Power of Sale contained in a certain Mortgage given by **Christopher J. Yocum** (the "Mortgagor") to Mortgage Electronic Registration Systems, Inc., as nominee for Caliber Home Loans, Inc., its successors and assigns, dated January 31, 2017 and recorded in the Rockingham County Registry of Deeds in Book 5795, Page 2075 (the "Mortgage") . as affected by a Final Decree recorded in said Registry of Deeds at Book 5969, Page 2277 of which mortgage the undersigned is present holder by assignment, pursuant to and in execution of said power and for breach of conditions of said Mortgage and for the purpose of foreclosing same will be sold at:

**Public Auction on
January 6, 2020
at
11:00 AM**

Said sale being located on the mortgaged premises and having a present address of **44 Croft Lane, Chester, Rockingham County, NH**. The premises are more particularly described in the Mortgage.

NOTICE

PURSUANT TO NEW HAMPSHIRE RSA 479:25, 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.

The mortgagee's name and address for service of process is Caliber Home Loans, Inc. at 13801 Wireless Way, Oklahoma City, OK, 73134. The name and address of the mortgagee's agent for service of process is CT Corporation System at 9 Capital Street, Concord, NH 03301. You can contact the New Hampshire Banking Department by e-mail at nhbd@banking.nh.gov.

For information on getting help with housing and foreclosure issues, please call the foreclosure information hotline at 1-800-437-5991. The hotline is a service of the New Hampshire Banking Department. There is no charge for this call.

The property will be sold subject to all unpaid real estate taxes and all other liens and encumbrances which may be entitled to precedence over the Mortgage. Notwithstanding any title information contained in this notice, the Mortgagee expressly disclaims any representations as to the state of the title to the Property involved as of the date of the notice of the date of sale. The property to be sold at the sale is "AS IS, WHERE IS".

The foreclosure sale will be made for the purpose of foreclosure of all rights of redemption of the said mortgagor(s) therein possessed by them and any and all persons, firms, corporations, or agencies claiming by, from or under them.

TERMS OF SALE:

A deposit of FIVE THOUSAND DOLLARS AND 00 CENTS (\$5,000.00) in the form of a certified check, bank treasurer's check, or money order will be required to be delivered at or before the time the bid is offered. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

Caliber Home Loans, Inc.
Present Holder of said Mortgage,
By Its Attorneys,
Orlans PC
PO Box 540540
Waltham, Massachusetts 02454
Phone: (781) 790-7800
(UL - Dec. 16, 23, 30)

Legal Notice

LEGAL NOTICE MORTGAGEE'S SALE OF REAL ESTATE

By virtue of and in execution of the Power of Sale contained in a

certain mortgage given by **Heather Bray** to Mortgage Electronic Registration Systems, Inc., as mortgagee, acting solely as a nominee for Maverick Funding Corp D/B/A Lending Power Inc., dated November 11, 2009 and recorded with the Grafton County Registry of Deeds in Book 3662, Page 0784, as affected by Loan Modification Agreement as recorded in said Deeds in Book 3928, Page 561, of which mortgage PHH Mortgage Corporation successor by merger to Ocwen Loan Servicing, LLC is the present holder by assignment, for breach of conditions of said mortgage and for the purpose of foreclosing the same, the mortgaged premises located at 144 Pleasant Street, Littleton, New Hampshire will be sold at a Public Auction at 12:00 PM on December 30, 2019, being the premises described in the mortgage to which reference is made for a more particular description thereof. Said public auction will occur on the Mortgaged Premises.

For mortgagor's title, see deed recorded with the Grafton County Registry of Deeds in Book 3289, Page 0684.

NOTICE TO THE MORTGAGOR AND ALL INTERESTED PARTIES: 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.

THE AGENTS FOR SERVICE OF PROCESS ARE:

PHH MORTGAGE CORPORATION
SUCCESSOR BY MERGER TO
OCWEN LOAN SERVICING, LLC,
C/O CORPORATION
SERVICE COMPANY,
10 Ferry Street, Suite 313,
Concord, NH 03301 (Mortgagee)
You can contact the New Hampshire Banking Department at 53 Regional Drive #200, Concord, NH 03301 Tel (603) 271-3561 and by email at nhbd@banking.nh.gov.

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.

LIENS AND ENCUMBRANCES: The Mortgaged Premises shall be sold subject to any and all easements, unpaid taxes, liens, encumbrances and rights, title and interests of third persons of any and every nature whatsoever which are or may be entitled to precedence over the Mortgage.

NO WARRANTIES: The Mortgaged Premises shall be sold by the Mortgagee and accepted by the successful bidder "AS IS" AND "WHERE IS" and with all faults. Except for warranties arising by operation of law, if any, the conveyance of the Mortgaged Premises will be made by the Mortgagee and accepted by the successful bidder without any express or implied warranties whatsoever, including, without limitation, any representations or warranties with respect to title, possession, permits, approvals, recitation of acreage, hazardous materials and physical condition. All risk of loss or damage to the Mortgaged Premises shall be assumed and borne by the successful bidder immediately after the close of bidding.

TERMS OF SALE: To qualify to bid, bidders must register to bid and present to the Mortgagee or its agent the sum of Five Thousand Dollars and 00/100 (\$5,000.00) in cash or by certified check or other form of payment acceptable to the Mortgagee or its agent prior to the commencement of the public auction. The balance of the purchase price must be paid in full by the successful bidder in cash or by certified check within thirty (30) days from the date of the public auction, or on delivery of the foreclosure deed, at the option of the Mortgagee. The deposits placed by unsuccessful bidders shall be returned to those bidders at the conclusion of the public auction. The successful bidder shall execute a Memorandum of Foreclosure Sale immediately after the close of bidding. If the successful bidder fails to complete the purchase of the Mortgaged Premises, the Mortgagee may, at its option, retain the deposit as liquidated damages.

RESERVATION OF RIGHTS: The Mortgagee reserves the right to (i) cancel or continue the foreclosure sale to such subsequent date or dates as the Mortgagee may deem necessary or desirable, (ii) bid upon and purchase the Mortgaged Premises at the foreclosure sale, (iii) reject any and all bids for the Mortgaged Premises and (iv) amend or change the terms of sale set forth herein by announcement, written or oral, made before or during the foreclosure sale. Such change(s) or amendment(s) shall be binding on all bidders.

Other terms to be announced at sale.

PHH Mortgage Corporation
successor by merger to
Ocwen Loan Servicing, LLC
Present holder of said Mortgage,
by its Attorneys
Susan W. Cody
Korde & Associates, P.C.
900 Chelmsford Street, Suite 3102
Lowell, MA 01851
(978) 256-1500
POW 19-035985 Bray
(December 2, 2019, December 9, 2019 and December 16, 2019)
(UL - Dec. 2, 9, 16)

**Going Online?
See more public notices at
www.unionleader.com**

Legal Notice

LEGAL NOTICE MORTGAGEE'S SALE OF REAL ESTATE

By virtue of and in execution of the Power of Sale contained in a

certain mortgage given by **Scott Bourque and Kimberly A. Bourque** to Mortgage Electronic Registration Systems, Inc., as mortgagee, as nominee for Franklin American Mortgage Company, D/B/A FAMC, dated July 25, 2008 and recorded with the Rockingham County Registry of Deeds in Book 4940, Page 2576, as affected by Loan Modification Agreement as recorded in said Deeds in Book 5177, Page 1568, and as further affected by Loan Modification Agreement as recorded in said Deeds in Book 5506, Page 1940, and as further affected by Loan Modification Agreement as recorded in said Deeds in Book 5947, Page 2977, of which mortgage BankUnited N.A. is the present holder by assignment, for breach of conditions of said mortgage and for the purpose of foreclosing the same, the mortgaged premises located at 11 Blue Heron Avenue, Hampstead, New Hampshire will be sold at a Public Auction at 2:00 PM on December 30, 2019, being the premises described in the mortgage to which reference is made for a more particular description thereof. Said public auction will occur on the Mortgaged Premises.

For mortgagor's title, see deed recorded with the Rockingham County Registry of Deeds in Book 4940, Page 2575.

NOTICE TO THE MORTGAGOR AND ALL INTERESTED PARTIES: 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.

THE AGENTS FOR SERVICE OF PROCESS ARE:

BANKUNITED N.A.,
14817 Oak Lane
Miami Lakes, FL 33016
(Mortgagee)
CARRINGTON MORTGAGE
SERVICES, LLC, C/O
C T CORPORATION SYSTEM
2 1/2 Beacon Street
Concord, NH 03301
(Mortgagee Servicer)

You can contact the New Hampshire Banking Department at 53 Regional Drive #200, Concord, NH 03301 Tel (603) 271-3561 and by email at nhbd@banking.nh.gov.

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.

LIENS AND ENCUMBRANCES: The Mortgaged Premises shall be sold subject to any and all easements, unpaid taxes, liens, encumbrances and rights, title and interests of third persons of any and every nature whatsoever which are or may be entitled to precedence over the Mortgage.

NO WARRANTIES: The Mortgaged Premises shall be sold by the Mortgagee and accepted by the successful bidder "AS IS" AND "WHERE IS" and with all faults. Except for warranties arising by operation of law, if any, the conveyance of the Mortgaged Premises will be made by the Mortgagee and accepted by the successful bidder without any express or implied warranties whatsoever, including, without limitation, any representations or warranties with respect to title, possession, permits, approvals, recitation of acreage, hazardous materials and physical condition. All risk of loss or damage to the Mortgaged Premises shall be assumed and borne by the successful bidder immediately after the close of bidding.

TERMS OF SALE: To qualify to bid, bidders must register to bid and present to the Mortgagee or its agent the sum of Five Thousand Dollars and 00/100 (\$5,000.00) in cash or by certified check or other form of payment acceptable to the Mortgagee or its agent prior to the commencement of the public auction. The balance of the purchase price must be paid in full by the successful bidder in cash or by certified check within thirty (30) days from the date of the public auction, or on delivery of the foreclosure deed, at the option of the Mortgagee. The deposits placed by unsuccessful bidders shall be returned to those bidders at the conclusion of the public auction. The successful bidder shall execute a Memorandum of Foreclosure Sale immediately after the close of bidding. If the successful bidder fails to complete the purchase of the Mortgaged Premises, the Mortgagee may, at its option, retain the deposit as liquidated damages.

RESERVATION OF RIGHTS: The Mortgagee reserves the right to (i) cancel or continue the foreclosure sale to such subsequent date or dates as the Mortgagee may deem necessary or desirable, (ii) bid upon and purchase the Mortgaged Premises at the foreclosure sale, (iii) reject any and all bids for the Mortgaged Premises and (iv) amend or change the terms of sale set forth herein by announcement, written or oral, made before or during the foreclosure sale. Such change(s) or amendment(s) shall be binding on all bidders.

Other terms to be announced at sale.

BankUnited N.A.
Present holder of said mortgage,
by its Attorneys
Susan W. Cody
Korde & Associates, P.C.
900 Chelmsford Street, Suite 3102
Lowell, MA 01851
(978) 256-1500
CGG 19-035812 Bourque (December 2, 2019, December 9, 2019 and December 16, 2019)
(UL - Dec. 2, 9, 16)

Public Notices

They're how you know!
Public Notices help citizens
to stay alert to what is
happening in the community.