



**HAMPSTEAD AREA**  
**WATER COMPANY, INC**

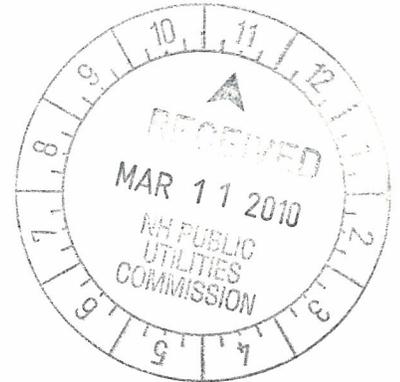
54 SAWYER AVENUE, ATKINSON, NH 03811

TEL: 603.362.4299 FAX: 603.362.4936  
www.hampsteadwater.com

March 10, 2010

Ms. Debra Howland  
Executive Director & Secretary  
NH Public Utilities Commission  
21 S. Fruit Street, Suite 10  
Concord, NH 03301-2429

RE: DW-08-065  
PUC Order No. 25,077



Dear Ms. Howland:

Please find the enclosed Affidavit of Publication certifying that the above-referenced PUC Order No. 25,077 was published in the Union Leader as directed on March 4, 2010 along with a copy of the publication.

Feel free to contact me if you have any questions.

Very truly yours

Robert C. Levine  
General Counsel

RCL/ja  
Enclosures

cc: HAWC

I hereby certify that the foregoing notice was published in The Union Leader and/or New Hampshire Sunday News, newspapers printed at Manchester, N.H., by the Union Leader Corporation on the following dates, Viz: ..... 3/4/10 .....

(Signed) ..... Phyllis Gilbert .....

UNION LEADER CORPORATION

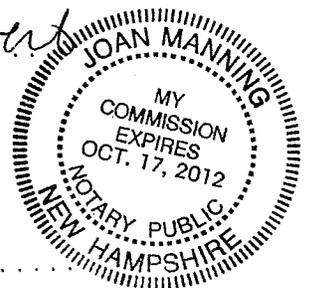
State of New Hampshire,  
Hillsborough, SS. (Dated) ..... 3/9/10 .....

Subscribed and sworn to by the said ... Phyllis Gilbert

Before me,

..... Joan Manning .....

Notary Public



**Legal Notice**

**MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY**

By virtue of a Power of Sale contained in a certain mortgage given by **Toby Grant and Heather J. Grant** ("the Mortgagor(s)") to Banknorth, N.A., dated August 24, 2004 and recorded with the Rockingham County Registry of Deeds at Book 4352, Page 119 (the "Mortgage"), which mortgage is held by Wells Fargo Bank, NA, 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  
Friday, March 19, 2010  
at  
11:00 a.m.

Said sale being located on the mortgaged premises and having a present address of 67 Haverhill Road, East Kingston, Rockingham County, New Hampshire. The premises are more particularly described in the Mortgage.

For mortgagor's(s) title see deed recorded with the Rockingham County Registry of Deeds in Book 4352, Page 117.

**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 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 February 17, 2010.  
**WELLS FARGO BANK, NA**  
By its Attorneys,  
Kristin A. Hedvig, Esquire,  
**HARMON LAW OFFICES, P.C.**  
150 California Street  
Newton, MA 02458  
(603) 669-7963  
200911-0413 - YEL  
(UL - Feb. 25; March 4, 11)

**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 **George W. Horta III and Sienna G. Horta** to NE Moves Mortgage Corporation, dated September 30, 2005 and recorded with the Hillsborough County Registry of Deeds in Book 7556, Page 806 of which mortgage Mortgage Electronic Registration Systems, Inc. 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 616 Starch Mill Road, Mason, NH will be sold at a Public Auction at 1:00 PM on April 1, 2010, 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 Mortgage Premises.

A copy of the Mortgage may be examined by any interested person and any inquiries regarding the foreclosure sale may be made of the undersigned at Korde & Associates, P.C. at 321 Billerica Road, Suite 210, Chelmsford, MA during regular business hours.

For mortgagor's title see deed recorded with the Hillsborough County Registry of Deeds in Book 7556, Page 804.

**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.

**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 Mortgage 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

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.  
Mortgage Electronic Registration Systems, Inc.  
present holder of said mortgage,  
by its Attorneys,  
Susan W. Cody  
Korde & Associates, P.C.  
321 Billerica Road, Suite 210  
Chelmsford, MA 01824-4100  
(978) 256-1500  
(PHH 10-000165/Horta III)(03/04/10,  
03/11/10, 03/18/10)(189163)  
(UL - March 4, 11, 18)

**Legal Notice**

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITIES COMMISSION  
DW 08-065  
HAMPSHIRE AREA  
WATER COMPANY, INC.  
Notice of Intent to  
File Rate Schedules  
Order Nisi Approving Step Adjustment  
to Rates  
ORDER NO. 25,077  
February 25, 2010**

**I. BACKGROUND**  
The Commission opened Docket No. DW 08-065 to investigate rate schedules filed by Hampstead Area Water Company, Inc. (HAWC) to increase its rates on a permanent basis. Docket No. DW 08-088 was commenced when HAWC filed a request to borrow up to \$1,100,885 from the State Revolving Loan Fund (SRF) administered by the New Hampshire Department of Environmental Services (NHDES). The proceeds of this financing would be used for a main project to interconnect its Atkinson and Hampstead core systems. On February 6, 2009, the Commission approved HAWC's financing request as well as a stipulation between Staff, HAWC, and Office of the Consumer Advocate (OCA) which recommended the Commission transfer consideration of the rate impact of the financing to Docket No. DW 08-065. See Hampstead Area Water Company, Inc., Docket No. DW 08-088, Order No. 24,937 (February 6, 2009). On August 4, 2009, the Commission granted HAWC a permanent rate increase and approved a stipulation agreement among the parties in which HAWC was provided with an opportunity to request a step increase to rates once the interconnection project was completed. See Hampstead Area Water Company, Inc., Docket No. DW 08-065, Order No. 25,000 (August 4, 2009). On November 16, 2009, HAWC filed documentation concerning its interconnection project and requested a 5.11% increase to its revenue requirement. HAWC stated that the interconnection project was completed and placed in service on November 10, 2009.

HAWC seeks to recover a total of \$1,071,693 in costs, with \$1,036,336 of that amount substantially comprising the cost of 15,895 feet of water main associated with its interconnection project. Recovery of these costs would increase HAWC's revenue requirement by \$66,940; \$29,054 represents return on the new plant and \$37,886 is to cover the increase in annual operation and maintenance expenses, depreciation and amortization, and taxes. In addition to the water main, six new fire hydrants at a cost of \$30,000 were also added to the system. According to HAWC's filing, the Town of Atkinson contributed \$5,000 toward the cost of two of the hydrants located in Atkinson. HAWC anticipates receiving \$264,587 in grant funds through the Water System Interconnection Grant (WSIG) program administered by NHDES. The payment and grant funds have been applied to reduce the proposed increase to HAWC's revenue requirement.

Pursuant to the rate case stipulation, HAWC also requests recovery of \$35,357 in costs it incurred relative to preparation of this filing. HAWC attributed 50% of this total to the financing portion of the case and 50% to the step adjustment. HAWC states that the portion attributable to the financing costs have been amortized as debt issuance expenses and factored into the rate of return on the fixed plant. HAWC seeks to recover the balance of the costs attributable to the step adjustment over a two month period from customers at a rate of \$3.04 per customer per month.

On January 28, 2010, Staff filed a letter, with supporting documentation and schedules, recommending the Commission approve HAWC's step adjustment, with modifications. Staff stated that after discovery and review of an audit completed by the Commission's Audit Staff, it recommended a reduction of \$8,719 in plant costs and a shift of \$7,622 of that amount to financing/step increase related costs. Staff recommended the Commission approve a \$59,325, or 4.32% increase in HAWC's revenues. Staff stated that amortization of the financing related costs into the cost of debt for calculation of the return on the new plant would result in an overall cost of debt for this step adjustment of 3.0535% and that this cost of debt reflects the final interest rate for the SRF loan at 2.9520%. Staff stated the calculation of the new revenues resulting from this step adjustment has been reduced by \$1,200 to reflect new annual revenues HAWC will realize from hydrant fees for the six new hydrants installed.

Staff stated that this increase in HAWC's revenue requirement would increase HAWC's currently tariffed consumption charge by \$0.26, from \$4.2 per hundred cubic feet of water to \$4.5. Staff calculated that an average residential customer taking 7,853 cubic feet of water annually would realize an increase in their average annual bill of about \$20.

Staff also recommended the Commission

Town of Atkinson. These improvements have been completed and are presently in service to customers and were recommended for Commission approval by Staff, HAWC, and OCA in the stipulation agreement pertaining to permanent rates. In that agreement, Staff and the parties anticipated the step increase would be a 5.18% increase in revenues; the actual audited proposal is for 4.32%.

Having reviewed HAWC's filing and the record in this docket, we find that the plant improvements comprising the step increase are prudently incurred, used, and useful in the provision of utility service, consistent with RSA 378:28. We further find that the proposed rate increase is consistent with the settlement agreement approved in Order No. 25,000 and that it will result in just and reasonable rates.

The Commission has historically viewed prudently incurred rate case expenses as a legitimate cost of business and thus appropriate for recovery through rates. See Lakes Region Water Company, Inc., Order No. 24,708, 91 N.H. PUC 586, 587 (2006). See also, RSA 365:8, X. Hampstead Area Water Company, Inc., Order No. 24,937 (February 6, 2009). After review, Staff, HAWC, and the OCA agreed on a proposed two-month surcharge from each customer in the amount of \$3.70 per month, reflecting the reallocation of certain costs as well as prudently incurred rate case expenses. We find the proposed surcharge to be just and reasonable and we will approve it.

**Based upon the foregoing, it is hereby**

**ORDERED NISI**, that subject to the effective date below, HAWC's request to increase its revenue requirement by \$59,325 is approved; and it is

**FURTHER ORDERED**, that HAWC is authorized to increase its consumption charge by \$0.26 from \$4.29 to \$4.55 to recover the increased revenue requirement; and it is

**FURTHER ORDERED**, that HAWC is authorized to charge a monthly surcharge of \$3.70 per customer over two months to recoup rate case expenses; and it is

**FURTHER ORDERED**, that HAWC shall cause a copy of this Order Nisi to be published once in a statewide newspaper of general circulation or of circulation in those portions of the state where operations are conducted, such publication to be no later than March 4, 2010 and to be documented by affidavit filed with this office on or before March 25, 2010; and it is

**FURTHER ORDERED**, that all persons interested in responding to this Order Nisi be notified that they may submit their comments or file a written request for a hearing which states the reason and basis for a hearing no later than March 11, 2010 for the Commission's consideration; and it is

**FURTHER ORDERED**, that any party interested in responding to such comments or request for hearing shall do so no later than March 18, 2010; and it is

**FURTHER ORDERED**, that this Order Nisi shall be effective March 25, 2010, unless HAWC fails to satisfy the publication obligation set forth above or the Commission provides otherwise in a supplemental order issued prior to the effective date; and it is

**FURTHER ORDERED**, that HAWC shall file a compliance tariff with the Commission on or before April 5, 2010, in accordance with N.H. Admin. Rules Puc 1603.02(b).

By order of the Public Utilities Commission of New Hampshire this twenty-fifth day of February, 2010.

Thomas B. Getz, Chairman  
Clifton C. Below, Commissioner  
Amy L. Ignatius, Commissioner  
Attested by: Kimberly Nolin Smith  
Assistant Secretary  
(UL - March 4)

**Legal Notice**

**MORTGAGEE'S NOTICE OF SALE**

Staff also recommended the Commission approve HAWC's request to recover its cost in preparing its filing. Staff's calculation of HAWC's expenses totaled \$42,979. Staff recommended the Commission authorize HAWC to collect one half of the total in the form of a two-month surcharge from each customer in the amount of \$3.70 per month to recover legitimate rate case expenses calculated after the reallocation of certain costs, as noted above. Lastly, Staff stated that HAWC and the OCA concurred with Staff's recommendations.

**II. COMMISSION ANALYSIS**

RSA 378:7 authorizes the Commission to fix rates after a hearing upon determining that the rates, fares, and charges are just and reasonable. In determining whether rates are just and reasonable, the Commission must balance the consumers' interest in paying rates no higher than are required with the investors' interest in obtaining a reasonable return on their investment. Eastman Sewer Co., 138 N.H. 221, 225 (1994). In circumstances where a utility seeks to increase rates, the utility bears the burden of proving the necessity of the increase pursuant to RSA 378:8. Traditional rate-of-return principles permit a utility to recover prudently incurred operating expenses along with "the opportunity to make a profit on its investment, in an amount equal to its rate base multiplied by a specified rate of return." See Appeal of Conservation Law Foundation, 127 N.H. 606, 634 (1986).

The capital improvements comprising the step increase include 15,895 feet of water main to connect HAWC's Atkinson and Hampstead core systems and six new fire hydrants along the main. The cost of these improvements has been mitigated by a \$264,587 grant from the WSIG program and by payment of \$5,000 from the

**Legal Notice**

**MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY**

By virtue of a Power of Sale contained in a certain mortgage given by **Gary S. Sanossian and Susan M. Case** ("the Mortgagor(s)") to Beneficial Mortgage Corporation, dated August 28, 1998 and recorded with the Hillsborough County Registry of Deeds at Book 5987, Page 1088 (the "Mortgage"), which mortgage is held by Beneficial Mortgage Corporation, 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  
Friday, March 19, 2010  
at  
11:00 a.m.

Said sale being located on the mortgaged premises and having a present address of 79 Styles Road, New Boston, Hillsborough County, New Hampshire. The premises are more particularly described in the Mortgage.

For mortgagor's(s) title see deed recorded with the Hillsborough County Registry of Deeds in Book 5589, Page 554.

**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 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 February 17, 2010.  
**BENEFICIAL MORTGAGE CORPORATION**  
By its Attorneys,  
Matthew W. Johnson, Esquire,  
**HARMON LAW OFFICES, P.C.**  
150 California Street  
Newton, MA 02458  
(603) 669-7963  
200505-0433 - GRY  
(UL - Feb. 25; March 4, 11)

**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 **Barbara J. Claridge and Jess E. Claridge** to Ameriquest Mortgage Company, dated August 6, 2004 and recorded with the Rockingham County Registry of Deeds in Book 4348, Page 2267 of which mortgage Deutsche Bank National Trust Company, as Trustee in trust for the benefit of the Certificateholders for Ameriquest Mortgage Securities Inc. Asset Backed Pass-Through Certificates Series 2004-R10 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 46 Jacobs Well Road, Newmarket, NH will be sold at a Public Auction at 11:00 A.M. on April 1, 2010, 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 Mortgage Premises.

A copy of the Mortgage may be examined by any interested person and any inquiries regarding the foreclosure sale may be made of the undersigned at Korde & Associates, P.C. at 321 Billerica Road, Suite 210, Chelmsford, MA during regular business hours.

For mortgagor's title see deed recorded with the Rockingham County Registry of Deeds in Book 3151, Page 2288.

**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.

**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.

gage 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 the 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.  
Deutsche Bank National Trust Company, as Trustee in trust for the benefit of the Certificateholders for Ameriquest Mortgage Securities Inc. Asset Backed Pass-Through Certificates Series 2004-R10 present holder of said mortgage, by its Attorneys,

Susan W. Cody  
Korde & Associates, P.C.  
321 Billerica Road, Suite 210  
Chelmsford, MA 01824-4100  
(978) 256-1500  
(AHM 09-051351/Claridge)(03/04/10,  
03/11/10, 03/18/10)(189185)  
(UL - March 4, 11, 18)

**Legal Notice**

**MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY**

By virtue of a Power of Sale contained in a certain mortgage given by **Karen Savage and John Kuhns** ("the Mortgagor(s)") to Mortgage Electronic Registration Systems, Inc., dated July 20, 2006 and recorded with the Merrimack County Registry of Deeds at Book 2912, Page 1909 (the "Mortgage"), which mortgage is held by Wachovia Bank of Delaware, NA, 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  
Friday, March 19, 2010  
at  
12:00 p.m.

Said sale being located on the mortgaged premises and having a present address of 10B Monticello Drive, Andover, Merrimack County, New Hampshire. The premises are more particularly described in the Mortgage.

For mortgagor's(s) title see deed recorded with the Merrimack County Registry of Deeds in Book 2912, Page 1906.

**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 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 February 17, 2010.  
**WACHOVIA BANK OF DELAWARE, NA**  
By its Attorneys,  
Kristin A. Hedvig, Esquire,  
**HARMON LAW OFFICES, P.C.**  
150 California Street  
Newton, MA 02458  
(603) 669-7963  
201001-2045 -YEL  
(UL - Feb. 25; March 4, 11)

**Legal Notice**

**NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE**

By virtue of and in execution of the Power of Sale contained in a certain mortgage given by **Marty McCammon** to Mortgage Electronic Registration Systems, Inc. as nominee for GN Mortgage LLC, dated December 15, 2005 and recorded with the Strafford County Registry of Deeds in Book 3312, Page 310 of which mortgage Aurora Loan Services, LLC is the present holder, for breach of the conditions of said mortgage and for the purpose of foreclosing, the same will be sold at Public Auction at 4:00 PM on March 25, 2010, on the mortgaged premises located at 110-112 Charles Street, Rochester, NH and all singular the premises described in said mortgage. TO WIT: Two certain tract or parcels of land, with the buildings thereon, located in the City of Rochester, County of Strafford and State of New Hampshire, bounded and described as follows: - Tract 1: The northerly parcel has a certain tract of land with the buildings thereon situated on the easterly side of Charles Street in said Rochester, described as follows; Beginning at the southwesterly corner

MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE TO ENJOIN THE SCHEDULED FORECLOSURE SALE. These premises will be sold conveyed subject to and with the benefit of all rights, rights of way, restrictive easements, covenants, liens or claims of the nature of liens, improvements, assessments, and any and all unpaid tax liens, water and sewer liens or other municipal assessments or liens existing encumbrances of record are in force and are applicable, in priority over said mortgage, when no reference to such restrictions, liens, improvements, or encumbrances is made in the deed. TO BE ANNOUNCED: A deposit of TEN THOUSAND DOLLARS (\$10,000.00) by certified bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by cash or bank check at Abitt Law Office Cambridge Road, Woburn, Massachusetts 01801 other terms and conditions will be provided at the place of sale description of the premises contained in said mortgage shall control in the event of an error in this publication. TO BE ANNOUNCED: THE SALE. Present holder of said mortgage Aurora Loan Services, LLC. Attorneys, Abitt Law Offices, 304 bridge Road, Woburn, Massachusetts 01801 Telephone: 781-246-8995 781-246-8994 3/4/2010 3/11/18/2010 C49.0016 (UL - March 4, 11, 18)

**Legal Notice**

**MORTGAGEE'S SALE OF REAL ESTATE**

By virtue of and in execution of Power of Sale contained in a certain mortgage given by **Geoffrey G. Fo** to Mortgage Electronic Registration Systems, Inc. acting solely as nominee for FMI of New Hampshire, dated August 2005 and recorded with the Merrimack County Registry of Deeds in Book Page 288 of which mortgage HSBC USA, N.A., as Indenture Trustee and registered Noteholders of Renai Home Equity Loan Trust 2005-3, Finance Home Equity Loan Asset-Backed Notes, Series 2005-3 is the present by assignment, for breach of conditions of said mortgage and for the purpose of foreclosing the same, the mortgaged premises located at 40 Dunklee, Concord, NH will be sold at a Public Auction at 10:00 AM on April 1, 2010 the premises described in the mortgage to which reference is made for a particular description thereof. Said public auction will occur on the Mortgage Premises.

A copy of the Mortgage may be examined by any interested person as inquiries regarding the foreclosure sale may be made of the undersigned at Korde & Associates, P.C. at 321 Billerica Road, Suite 210, Chelmsford, MA during regular business hours.

For mortgagor's title see deed recorded with the Merrimack County Registry of Deeds in Book 2818, Page 286.

**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.

**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 by the Mortgagee and accepted by the successful bidder without any expressed warranties whatsoever, in whole or in part, without limitation, any representation or warranties with respect to title, session, permits, approvals, recitals, hazardous materials and other conditions. All risk of loss or damage to the Mortgaged Premises shall be borne by the successful bidder immediately after the close of bidding.

**TERMS OF SALE:** To qualify bidders must register to bid an amount of Five Thousand 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 commencement of the public auction. The balance of the purchase price shall be paid in full by the successful bidder in cash or by certified check within thirty (30) days from the date of the auction, or on delivery of the foreclosed deed, at the option of the Mortgagee. Deposits placed by unsuccessful bidders shall be returned to those bidders whose bid was not the successful bid. The successful bidder shall execute a deed of Foreclosure Sale immediately after the close of bidding. If the successful bidder fails to complete the purchase of the Mortgaged Premises, the Mortgagee, at its option, retain the deposit as liquidated damages.

**RESERVATION OF RIGHTS:** The Mortgagee reserves the right to (i) continue the foreclosure sale to such subsequent date or dates as the Mortgagee may deem necessary or desirable (ii) bid upon the purchase the Mortgaged Premises at the foreclosure sale, (iii) reject any and all bids for the Mortgagee 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.