## UCC LIENHOLDER'S NOTICE OF SALE OF REAL PROPERTY

Pursuant to the statutory authority of New Hampshire Revised Statutes Annotated 382-A:9-609 et. seq., and for the breach of conditions contained in a retail installment contract secured by a UCC Financing Statement given by Corey Thurston and Allen Bugbee to Conseco Finance Servicing Corp. recorded May 9, 2002 at the Sullivan County Registry of Deeds at Book 1306, Page 349, assigned to 21<sup>st</sup> Mortgage Corporation by Assignment recorded February 21, 2013 at the Sullivan County Registry of Deeds at Book 1871, Page 0166, 21<sup>st</sup> Mortgage Corporation (Lienholder), will sell at:

## **PUBLIC AUCTION**

Friday, May 10, 2013 at 11:00 a.m..

All of Lienholder's right, title and interest in and to the real property described as follows::

"A certain 1995, 24' x 44' Titan manufactured housing unit, Model: Riverbirch, Serial No.: 19-95-921-9841, which said manufactured housing unit is situated at lot 58, Windy Acres Manufactured Housing Park, Town of Charlestown, County of Sullivan and State of New Hampshire at land owned by Windy Acres Cooperative, Inc. (Property)"

Said sale to be held on the premises.

The Property will be sold subject to all unpaid real estate taxes, unpaid rent and all other liens and encumbrances, which may be entitled to precedence over the UCC Financing Statement. Notwithstanding any title information contained in this notice, the Lienholder 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 AND WITH ALL FAULTS".

The successful bidder(s) will be responsible for obtaining approval from the manufactured park owner to the keep the Property at its present location. The Lienholder makes no representation that the Property may be kept at its present location and the sale at auction will not be made conditional on the successful bidder(s) obtaining park

approval to keep the Property at its present location.

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 Lienholder'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 successful bidder's deposit shall be non-refundable. The balance of the purchase price shall be paid within ten (10) days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to Lienholder's attorney. Title to the Property to be transferred by a

Manufactured Housing Foreclosure Deed. The Lienholder 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 property contained in said UCC shall control in the event of an error in this publication.

Dated at Somersworth, New Hampshire, on March 29, 2013.

21<sup>st</sup> MORTGAGE CORPORATION By its Attorney, DONALD R. ROUTHIER, ESQ., 217 High Street, Somersworth, New Hampshire, 03878 (603) 692-3655