

NOTICE OF MORTGAGEE'S FORECLOSURE SALE

Reference is made to a Mortgage given by **JOHN R. CICHETTO** (the "Mortgagor") to **BUTLER BANK** dated September 26, 2006 and recorded in the Strafford County Registry of Deeds in Book 3438 Page 320 (the "Mortgage").

By virtue of the power of sale contained in the Mortgage, **BUTLER BANK** (the "Mortgagee"), with a place of business at 10 George Street, Lowell, Massachusetts 01852, being the present holder of the Mortgage, pursuant to and in execution of said power and for breach of conditions of the Mortgage, and for the purpose of foreclosing the same, will sell at PUBLIC AUCTION on **April 1, 2010 at 11:00 a.m.**, the premises described in said Mortgage which are located at 20 Colonial Drive, Rochester, New Hampshire ("Mortgaged Premises"). The Mortgaged Premises are more particularly described in the above-referenced Mortgage.

Place of Sale and Street Address of Mortgaged Premises. The sale will be held on the Mortgaged Premises which have a present address of **20 Colonial Drive, Rochester, New Hampshire.**

Right to Petition Superior Court. 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.

Terms of Sale. The terms of the sale are as follows:

The Mortgaged Premises shall be sold "AS IS AND WHERE IS" and subject to all unpaid taxes and liens therefore, and all other liens, easements, rights and encumbrances of any and every nature whatsoever, which are or may be entitled to precedence over the Mortgage.

The Mortgaged Premises will be offered for sale to the highest qualified bidder.

In order to qualify to bid at the foreclosure sales, any interested person must register to bid and at the time of sale present to the Mortgagee, or its agent, cash or certified check or other check acceptable to the Mortgagee, in the amount of Five Thousand Dollars (\$5,000.00) and within five (5) business days after the foreclosure sale the high bidder must increase the deposit to 10% of the bid amount. The checks of all unsuccessful bidders will be returned at the conclusion of the public auction. The check and the funds represented thereby of the successful bidder accepted by the Mortgagee shall become a non-refundable deposit on such successful bidder's purchase. The successful bidder will be required to execute a purchase and sale agreement which contains additional terms and conditions concerning the successful bidder's purchase. The balance of the purchase price must be paid in full by the successful bidder or its designee in cash or certified check or other check acceptable to the Mortgagee within forty-five (45) days of the date of sale, time being of the essence. If the successful bidder fails to complete the purchase of the Mortgaged Premises in accordance with the preceding sentence, then the Mortgagee may, at its option, retain the deposit in full as reasonable liquidated damages resulting from the successful bidder's failure to perform. Conveyance of the Mortgaged Premises shall be