by foreclosure deed. The foreclosure deed shall be delivered to the successful bidder upon the Mortgagee's receipt of the balance of the purchase price. The Mortgagee reserves the right to extend the time of closing of the sale. The successful bidder shall be responsible for all transfer stamps and recording costs.

Exclusions of Warranties. The conveyance of the Mortgaged Premises will be made by the Mortgagee "AS IS" AND "WHERE IS", and accepted by the successful bidder without any expressed or implied representations or warranties whatsoever, including but not limited to the following:

(a) No recitation of the acreage of the Mortgaged Premises whether contained herein or in any advertisement, shall be deemed to be a warranty or representation with respect thereto but is included herein or thereon merely to aid in the identification of the Mortgaged Premises.

(b) Mortgagee makes no warranty or representation regarding the present or future use of the Mortgaged Premises, the condition of the Mortgaged Premises, the acreage of the Mortgaged Premises, the leases, if any, of the Mortgaged Premises, rent rolls, title to the Mortgaged Premises, the description of the Mortgaged Premises, or any other matter.

Risk of Loss. From and after the conclusion of the auction, all risk of loss or damage to the Mortgaged Premises shall pass to, and be borne by, the successful bidder.

Right to Amend. 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 upon and purchase the Mortgaged Premises at foreclosure sale; (iii) reject any and all bids for the Mortgaged Premises at the foreclosure sale; (iv) waive reading of this notice or any portion at the foreclosure sale; (v) amend or change the Terms of Sale set forth herein by announcement, written or oral, made before or during the foreclosure sale and such change(s) or amendment(s) shall be binding on all bidders.

Further Information. For further information with respect to the Mortgaged Premises to be sold, and for a copy of the aforementioned purchase and sale agreement, prospective bidders should contact Stephen Bennett Auctions, 161 Court Street, Portsmouth, New Hampshire 03801. Tel. 603-431-5599 or www.bennettauctions.com.

Dated this 4th day of March, 2010.

BUTLER BANK
By Its Attorneys,
WENSLEY & JONES, P.L.L.C

By: /s/Franklin C. Jones

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