

execution of this Agreement, the Seller shall have no responsibility, duty or liability other than the tendering of a duly executed foreclosure deed and affidavits upon payment of the balance of the purchase price.

9. **LACK OF REPRESENTATIONS OR WARRANTIES.** Except for warranties arising by operation of law, the conveyance of the Mortgaged Premises will be made by the Seller and accepted by the Buyer without any other express or implied 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) Seller 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.
10. **SUBJECT TO PRIOR ENCUMBRANCES.** The title will be transferred subject to all liens or encumbrances that might have priority over the Seller's mortgage interest, including, but not limited to mortgages, attachments, tax liens or any other lien which might be an encumbrance, but not of record.
11. **LIQUIDATED DAMAGES.** If the Buyer fails to perform on or before the Closing Date, with or without cause, Seller may, at its option, retain the deposit in full as reasonable liquidated damages.
12. **ASSIGNMENT OF BID.** Buyer shall not assign its accepted bid to purchase the Property without the prior written consent of Seller. Any assignee shall be bound by all of the terms and conditions of this Agreement. If Buyer defaults in the performance of this Agreement, Buyer hereby irrevocably appoints Seller as its attorney-in-fact for the purpose of executing any assignment of Buyer's right under this Agreement.
13. **NOTIFICATION OF POSSIBLE PRESENCE OF RADON GAS AND LEAD PAINT.** In compliance with the requirements of RSA 477:4-a, the following information is provided to the Buyer on radon gas and lead paint.

RADON GAS. Radon gas, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or water.