

Barbara R. Luther



Return to:
Jason M. Sullivan, Trustee
P.O. Box 22422
Portsmouth, NH 03802



FORECLOSURE DEED UNDER POWER OF SALE

Jason M. Sullivan, Trustee of the Ballentine Mortgage Trust u/d/t dated 1 July, 2011, with a mailing address of P.O. Box 22422, Portsmouth, NH, 03802, holder of a certain mortgage from **18 Bay View Realty, LLC**, to **Michael E. Gould, Esquire**, with a mailing address of c/o Jason M. Sullivan, Esq., P.O. Box 22422, Portsmouth, NH 03802, dated June 4, 2004, and recorded at the Belknap County Registry of Deeds at Book 2048, Page 596, by the powers conferred by said Mortgage and every other power and the laws of the State of New Hampshire, for consideration paid in the amount of Two Hundred Fifty Two Thousand One Dollar (\$252,001.00), grants to **DYL-BUG, LLC**, a NH limited liability company having a place of business and mailing address of 141 Hall Road, Bristol, NH 30222, the premises conveyed by said Mortgage, located at 328 Daniel Webster Highway, Meredith, New Hampshire more particularly described as follows:

Four (4) tracts or parcels of land, with the buildings thereon, situate in Meredith, County of Belknap, State of New Hampshire, bounded and described as follows:

TRACT #1: A certain tract or parcel of land situate in said Meredith, bounded and described as follows: Beginning at a point on the easterly side of Plymouth Street in Meredith Village, said point marking the northwest corner of other land now or formerly of Herbert L. Livingstone; thence turning and running northerly following the easterly side of Plymouth Street a distance of ten feet (10'), more or less, to a point, which last mentioned point marks the southwest corner of land now or formerly of Pynn's Garage, Inc.; thence turning and running easterly following the southerly sideline of land of Pynn's Garage, Inc. to the westerly taking line of U.S. Route #3; thence turning and running southerly along the westerly taking line of U.S. Route #3 a distance of ten feet (10'), more or less, to a point, which last mentioned point marks the northeasterly corner of other land of Herbert L. Livingstone; thence turning and running westerly along the northerly sideline of other land of Herbert L. Livingstone to the point of beginning.

TRACT #2: A small lot of land, with the buildings thereon, situate in said Meredith, on the easterly side of Plymouth Street, formerly part of the shop lot of Erastus W. Prescott, now deceased, bounded and described as follows: Westerly by said street; southerly by land formerly of Susan R. Dexter, now or formerly of Mabel S. Boyd; easterly by a line extending from an iron pin in the line of said Dexter land and about seventy-five feet (75') back from the street parallel with the street to the

northerly line of this lot which shall extend from said street parallel to and six feet (6') distant from the southerly end of the building now owned by said grantee.

TRACT #3: A certain tract of land, with the buildings thereon, situate on the easterly side of Plymouth Street in said Meredith, being part of the old schoolhouse lot, so-called, bounded and described as follows:

Beginning at the center of a stone post at the northwest corner of said lot and running southerly on said street seventy-one feet and eight inches (71'8") to an iron pin in the ground; thence turning nearly at a right angle with said street and running North eighty-four degrees thirty minutes East (N 84° 30' E) to land now or formerly of Lund, formerly of James H. Bickford; thence running northerly and westerly on said land to the bound begun at. Being the schoolhouse lot, excepting a small tract on the southerly end not conveyed hereby, the boundary line from the street running as above described six feet (6') from the southerly end of the building.

TRACT #4: A certain tract of land adjoining the above situate in said Meredith, bounded and described as follows:

Beginning at the stone post at the northwest corner of the lot above described and running north on said street seven feet and three inches (7' 3") to an iron pin in the ground which is ten feet (10') northerly of the line of the northerly end of the building on the Prescott land extended to said street; thence turning and running nearly at right angles to said street North eighty-four degrees thirty minutes East (N 84° 30'E) to an iron pin, and thence in the same direction to the range line; thence southwesterly to land formerly of Alvin Peavey, later of Horace E. Fogg; thence on land of said Fogg and land now or formerly of Carrie E. Sanborn et al to the schoolhouse lot; thence northerly and westerly to the bound begun at.

Meaning and intending to describe and convey the same premises conveyed to John H. Oldershaw by 18 Bay View Realty, LLC, by Warranty Deed dated April 29, 2005, and recorded at Book 2166, Page 415, of the Belknap County Registry of Deeds. See also Warranty Deed of Michael E. Gould to 18 Bay View Realty, LLC dated 3 June, 2004, and recorded at Book 2048, Page 0593.

THIS CONVEYANCE IS MADE "AS IS" AND "WHERE IS," WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF AND KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and subject to all matters of record entitled to precedence over the interests of the Ballentine Mortgage Trust under the above referenced Mortgage.

See Affidavit of Foreclosure recorded herewith.

The undersigned trustee, as trustee of Ballentine Mortgage Trust, u/d/t dated 1 July 2011, thereto has full and absolute power in said trust agreement to convey any interest in real estate and improvements thereon held in said trust, and to convey, assign, transfer or otherwise deal with any interest in personal property held in said trust, and no purchaser or third party shall be bound to inquire whether the trustee has said powers or is properly exercising said powers or to see to the application of any trust asset paid to the trustee for a conveyance thereof. The undersigned certifies further that said trust has not been revoked or altered or amended in any manner that would affect his authority as trustee to convey real estate interests or to deal with any interest in personal property.

Executed this 24th day of June 2013.

**Jason M. Sullivan, Trustee of the
Ballentine Mortgage Trust u/d/t dated 1
July 2011, on behalf of the Trust**

JASON M. SULLIVAN

STATE OF NH
COUNTY OF ROCKINGHAM

On this 24th day of June 2013, before me, the undersigned officer, personally appeared, Jason M. Sullivan, in his capacity as Trustee of the Ballentine Mortgage Trust u/d/t dated 1 July 2011, on behalf of the Trust, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that the foregoing is true to the best of his knowledge and belief.

IN WITNESS WHEREOF, I hereunto set my hand and seal.



Lee W. Mattson
Notary Public
My commission expires: 9-28-2016

AFFIDAVIT OF SALE UNDER POWER OF SALE MORTGAGE

I, Jason M. Sullivan, Esquire, Trustee of the Ballentine Mortgage Trust u/d/t dated 1 July 2011, grantor in the foregoing Deed, on oath, say that the principal and interest secured by the mortgage referred to in the foregoing deed was not paid or tendered or performed when due, and that I caused to be published on May 2, 2013, May 9, 2013, and May 16, 2013, in The Meredith News, a newspaper of countywide circulation, published in Meredith, New Hampshire, a Notice of which Exhibit A attached hereto is a true copy.

And I further on oath say that I sent, by certified mail, return receipt requested, a copy of said Notice on April 30, 2013, to GCJP, LLC, at 328 Daniel Webster Highway, Meredith, NH, 03253, c/o Joseph Quimby at 9 Morrison Ave., Meredith, NH, 03253, and c/o David A. Kutcher at 141 Hall Road, Bristol, NH, 03222.

The public auction was scheduled for Thursday, June 6, 2013, at 12:00 noon on the premises. At the time and place therein appointed, the mortgaged premises as described in the Notice, without the conveyance of any personal property, was sold at public action to DYL-BUG, LLC, a New Hampshire limited liability company having a place of business and mailing address of 141 Hall Rd., Bristol, NH, 03222, for \$252,001.00, being the highest bid made at said auction.

And I further on oath say that to the best of my knowledge and belief, said mortgagor, was not in the military service on June 6, 2013, the date of foreclosure sale, or within nine months prior to said foreclosure, and was not a member of the military service on June 4, 2004, when said Mortgage was executed and was therefore not entitled to relief under the Soldiers' and Sailors' Civil Relief Act of 1940 at the time of foreclosure.

A copy of said Notice of Sale was also sent by certified mail, return receipt requested, to the following persons at their last known addresses on April 30, 2013:

Attorney Patrick Wood
555 Main Street
Laconia, NH 03246

Attorney Frank Michel
Attorney for David A. Kutcher
66 N.H. Rte. 25
Meredith, NH 03253

Attorney Peter McGrath
Attorney for David A. Kutcher
20 Montgomery St.
Concord, NH 03301

Meredith Town Clerk
Meredith Tax Collector
41 Main Street
Meredith, NH 03253

Dr. John Oldershaw
5405 Fifth Ave.
Pittsburg, PA 15232

David A. Kutcher
141 Hall Rd.
Bristol, NH 03222

Attorney Alvin Nix
Admn. Of the Estate of T. Gary
Coyne
261 S. Main Street
Laconia, NH 03246

Michelle Riccuti
18 Pleasant Street
Meredith, NH 03253

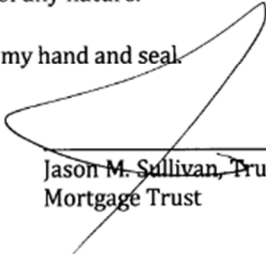
18 Bay View Realty, LLC
Richard Ricciuti
Registered Agent
2 Smith Brook
N. Woodstock, NH 03262

B. Joseph Quimby
9 Morrison Ave.
Meredith, NH 03253

Francis W. Cahill
18 Pleasant Street
Meredith, NH 03253

I, Jason M. Sullivan, Trustee of the Ballentine Mortgage Trust u/d/t dated 1 July 2011,
was not served with any petition to enjoin the sale and received no notice of any
bankruptcy or insolvency proceeding of any nature.

IN WITNESS WHEREOF, I hereunto set my hand and seal.



Jason M. Sullivan, Trustee of the Ballentine
Mortgage Trust

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

On this 24th day of June 2013, before me, the undersigned officer, personally
appeared, Jason M. Sullivan, in his capacity as Trustee of the Ballentine Mortgage Trust
u/d/t dated 1 July 2011, on behalf of the Trust, known to me to be the person whose
name is subscribed to the within instrument, and acknowledged that the foregoing is
true to the best of his knowledge and belief.





Notary Public
My commission expires: 9-28-2016

Exhibit A

NOTICE OF MORTGAGEE'S SALE OF REAL PROPERTY

JASON M. SULLIVAN, TRUSTEE OF BALLENTINE MORTGAGE TRUST, is the holder of a mortgage from 18 BAYVIEW REALTY, LLC to MICHAEL E. GOULD, ESQUIRE dated 4 June 2004 and recorded with the Belknap County Registry of Deeds in Book 2048, at Page 596. For reference, see: (i) Promissory Note and Mortgage Assumption and Release Agreement between 18 Bay View Realty, LLC, Michelle Ricciuti, Francis W. Cahill, John H. Oldershaw and Michael E. Gould dated 29 April 2005 recorded in Book 2166, at Page 418; (ii) Assignment of Mortgage from M.E. Gould to Ballentine Mortgage Trust dated 20 July 2011 recorded in Book 2720, at Page 462; and (iii) Mortgage Assumption Agreement between Ballentine Mortgage Trust and GCJP, LLC dated 1 July 2012 recorded in Book 2784, at Page 716.

By virtue of the power of sale contained in the Mortgage, for breach of conditions contained therein, and for the purposes of foreclosing the same, the Mortgagee will sell at public auction the premises described in said Mortgage as follows:

I. Description of Mortgaged Premises:

A certain lot or parcel of land with the buildings and improvements thereon, situated at 328 Daniel Webster Highway, Meredith, Belknap County, State of New Hampshire, as more particularly described in the Mortgage. For Mortgagor's title, see Warranty Deed of Michael E. Gould to 18 Bay View Realty, LLC dated 3 June, 2004, and recorded in the Belknap County Registry of Deeds at Book 2048, Page 0593.

II. Date, Time, and Place of Sale:

The sale shall take place on June 6, 2013, at 12:00 p.m. (noon) on the mortgaged premises.

III. Notice of Sale:

This Notice of Mortgagee's Sale of Real Property located at 328 Daniel Webster Highway, Meredith, New Hampshire, 03253, shall be published for three consecutive weeks in the Meredith News on May 2, 2013, May 9, 2013, and May 16, 2013.

III. Street, Town and County of Mortgaged Premises:

The mortgaged premises are located at 328 Daniel Webster Highway, Meredith, Belknap County, New Hampshire.

IV. Terms of Sale:

A Deposit of fifteen thousand Dollars (\$15,000.00) in the form of certified check bank's treasurer's check, or other check satisfactory to the Mortgagee will be required to be delivered at or before the time a bid is offered ("Satisfactory Funds"). Deposits of unsuccessful bidders shall be returned at the conclusion of the public auction. The successful bidder(s) will be required to sign a Memorandum of Sale immediately after the close of the bidding. The balance of the purchase price shall be paid in Satisfactory Funds within thirty (30) days from the date of the sale.

The premises to be sold at sale will be sold "AS IS" and subject to all unpaid taxes, prior liens, or other enforceable encumbrances of record, if any, entitled to precedence over the Mortgage. The premises will be sold subject to any state of facts which an accurate ground survey may reveal, and to all federal, state, and local ordinances, regulations, statutes, and rules, including, but not limited to, statutes, regulations, rules and other ordinances pertaining to or relating to zoning, subdivision, environmental matters, and buildings. The Mortgagee makes no representations or warranties with respect to the accuracy of any statement as to the boundaries, acreage, frontage, or other matters contained in the description of the premises contained in the Mortgage. In the event of an error in this publication, the description of the premises contained in the Mortgage shall control.

V. Right to Petition:

YOU ARE HEREBY NOTIFIED THAT YOU HAVE THE 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. FAILURE TO INSTITUTE SUCH PETITION AND COMPLETE SERVICE UPON THE FORECLOSING PARTY, OR ITS AGENT, CONDUCTING THE SALE PRIOR TO THE SALE SHALL THEREAFTER BAR ANY ACTION OR RIGHT OF ACTION OF THE MORTGAGOR BASED UPON THE VALIDITY OF THE FORECLOSURE.

VI. Reservation of Rights:

The Mortgagee reserves the right to: (i) continue the foreclosure sale to subsequent date or dates as the Mortgagee may deem necessary or desirable; (ii) bid upon and purchase the premises; (iii) reject any and all bids for the premises; (iv) amend or change the terms of the 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.

VII. Trustee's Authority:

The undersigned trustee, as trustee of Ballentine Mortgage Trust, u/d/t dated 1 July 2011, thereto has full and absolute power in said trust agreement to convey any interest in real estate and improvements thereon held in said trust, and to convey, assign, transfer or otherwise deal with any interest in personal property held in said trust, and no purchaser or third party shall be bound to inquire whether the trustee has said powers or is properly exercising said powers or to see to the application of any trust asset paid to the trustee for a conveyance thereof. The undersigned certifies further that said trust has not been revoked or altered or amended in any manner that would affect his authority as trustee to convey real estate interests or to deal with any interest in personal property.

VIII. Further Information:

For further information with respect to the sale, contact:

Ballentine Mortgage Trust
Present holder of the Mortgage
By its attorneys,
Craven, Sullivan & Splendore, PLLC
P.O. Box 22422
Portsmouth, NH 03801
(603) 433-1325

By: \s\ Jason M. Sullivan, Esquire.

Date this 29th day of April 2013.