

**AGENDA
SPECIAL MEETING
BOARD OF MAYOR AND ALDERMEN**

**PUBLIC HEARING - PUBLIC FINANCE AUTHORITY
Village at Beech Hill – TEFRA Approval**

**October 18, 2016
Mayor and all Aldermen**

**6:00 p.m.
Aldermanic Chambers
City Hall (3rd Floor)**

1. Mayor Gatsas calls the meeting to order.
2. Mayor Gatsas calls for the Pledge of Allegiance.
3. The Clerk calls the roll.
4. Mayor Gatsas advises that the purpose of the special meeting, under the Tax and Equity Fiscal Responsibility Act of 1982 (TEFRA), is to hear comments from those wishing to speak for or against the nature and location of the Village at Beech Hill Apartments Project proposed to be financed by tax-exempt bonds issued by the Public Finance Authority (PFA) of the State of Wisconsin.
5. Mayor Gatsas advises that anyone wishing to speak must first step to the nearest microphone when recognized and state his/her name and address in a clear, loud voice for the record. Each person will be given only one opportunity to speak, comments are to be limited to three minutes and any questions must be directed to the Chair.
6. Mayor Gatsas calls for all those wishing to speak.
7. Mayor Gatsas advises that this being a special meeting of the Board, no further business can be presented and a motion is in order to adjourn.



VILLAGE AT BEECH HILL APARTMENTS

THE PROPERTY

The Village at Beech Hill is a 320-unit multifamily affordable housing complex located in Manchester, New Hampshire. The community offers garden-style and townhouse apartments. The property is under a 20-year HAP contract for 63 of the 320 units (19%), which was renewed in 2010.

Overview

- Total Area: 2.23 Acres
- Total Rentable Area : 277,568 Sq. Ft.
- Year Built: 1973
- Number of Apartments: 320
- Building Height: 2, 2.5 Stories
- Number of Buildings: 25
- Apartment Type: Apartment Complex
- Parking Spaces: 462
- Section 8 Coverage: 63 Units/19%
- Occupancy: 98%

The property offers many amenities, including an on-site fitness center and clubhouse. There is plenty of outdoor space for children to play, including a built-in playground and a basketball court. Additionally, the waterfront hiking trail is within walking distance.

Community Features

- Laundry Facilities
- Playground
- Storage Space

- Fitness Center
- Parking
- Sports Courts
- Clubhouse

PUBLIC PURPOSE

The Village at Beech Hill was previously financed with the proceeds of certain low income tax credits. The owner syndicated the credits to an investor in exchange for cash that the owner used to renovate and maintain the property. Pursuant to the terms of the tax credit award, this property no longer generates any tax credits. Therefore, this property no longer receives an influx of capital for the ongoing care and maintenance of the property.

JPC Charities is seeking to acquire the property, subject to the existing affordability restrictions, and continue to maintain the property in good condition. This includes, but is not limited to, an annual set aside of \$300 per unit per year into a repair and replacement reserve fund to provide for ongoing maintenance and repairs of the property. Additionally, approximately \$960,000 will be allocated at closing to address immediate physical needs of the property promptly after closing.

JPC Charities' involvement in the property will ensure that the property continues to be maintained as an asset serving the community in good repair and also continuing to serve those individuals and families in the community who rely on affordable housing to make ends meet. JPC Charities will ensure that the Village at Beech Hill continues to provide safe and high quality rental housing to families and individuals that live and work in the City of Manchester.



The Borrower will be Beech Hill NH LLC, a New Hampshire limited liability company, that is a disregarded entity wholly owned by JPC Charities, an Ohio nonprofit corporation exempt from tax pursuant to I.R.C. Section 501(c)(3).

JPC Charities (the "Sole Member") was formed on June 17, 2013, for the purpose of providing quality, affordable housing to persons of low income across the United

States. The Sole Member has received a determination letter from the IRS dated November 8, 2013 for its tax-exempt status, effective June 17, 2013 (the "Determination Letter"), to the effect that the Sole Member is an organization described in Section 501(c)(3) of the Code and can reasonably be expected to be a publicly supported organization described in Section 509(a)(2) of the Code and not a private foundation.

Portfolio of the Sole Member

Each of the properties listed below were acquired through various financial transactions. No property has any legal responsibility for the debts of any other, and the financial covenants relating to the debt of each property preclude that property from providing any financial support to other properties. This information has been provided to show the breadth of experience of JPC Charities in the area of affordable housing for individuals, families and seniors.

Property Name	Location	# of Units	Section 8 HAP Contract	Property Type
Eagles Trace Apartments	Columbus, GA	383	No	Multifamily
Brinton Manor Apartments	Pittsburgh, PA	219	Yes	Multifamily
Brinton Towers Apartments	Pittsburgh, PA	190	Yes	Senior
Woodhaven Park Apartments	Indianapolis, IN	304	No	Multifamily
Estates at Crystal Bay Apartments	Indianapolis, IN	432	No	Multifamily
Capital Place Apartments	Indianapolis, IN	324	No	Multifamily
Covington Square Apartments	Indianapolis, IN	212	No	Multifamily
Fox Club Apartments	Indianapolis, IN	336	No	Multifamily
Lakeside Pointe at Nora Apartments	Indianapolis, IN	588	No	Multifamily
Woods at Oak Crossing Apartments	Indianapolis, IN	321	No	Multifamily
The Pavilion	Philadelphia, PA	295	Yes	Senior
Total		3,604		

Board of Directors of JPC Charities

The Sole Member is governed by a Board of Directors, which currently consists of three members. The following are brief resumes of the directors of the Sole Member:



Thomas Kern, Secretary and Treasurer. Mr. Kern is an attorney with a tax and litigation practice at Benesch, Friedlander Coplan and Aronoff LLP. He focused his practice on business litigation. Mr. Kern has significant experience representing real estate developers in various litigation matters ranging from tax appeals to title disputes. He is a civic leader in the community and has a specific interest in providing quality, low income housing. Mr. Kern has diverse experience in serving on various nonprofit boards to create lasting results in the community. Mr. Kern presently serves on several other nonprofit boards including the Ohio Association of Free Clinics, the Girl Scouts of Central Ohio, and he is currently the Vice President of the Columbus Importers and Brokers Association.



Jason Cook, President. Mr. Cook has been a board member of JPC Charities since its inception. He is involved in the oversight of acquiring, rehabilitating and managing all of the Parent's multifamily housing projects. Mr. Cook is a practicing attorney and operates his own law firm. Mr. Cook specializes in social security and disability claims and litigation. Mr. Cook is licensed to practice law in the State of California and resides in Rocky River, Ohio.



Tracy Hughey, Board Member. Ms. Hughey is an experienced leader in the nonprofit community, leading initiatives ranging from education to affordable housing and community development. She is committed to fulfilling the charitable mission of providing quality, affordable housing to low income families. She is the Operations Manager for an Ohio-based long term care provider that operates over 15 long term care facilities in Ohio. In this role, she oversees all staffing and operations. Ms. Hughey has a prior background in law firm administration.

**APPROVAL OF THE
CITY OF MANCHESTER, NEW HAMPSHIRE**

**Approving Issuance of Bonds by Public Finance Authority, a State of Wisconsin
commission for Village at Beech Hill Apartments Project**

WHEREAS, the Public Finance Authority (the “Authority”) has represented to the City that it is a commission organized under and pursuant to the provisions of Section 66.0301, 66.0303 and 66.0304 of the Wisconsin Statutes, as amended (the “Act”) and an Amended and Restated Joint Exercise of Powers Agreement Relating to the Public Finance Authority, dated as of September 28, 2010 (the “Agreement”) and that the Attorney General of the State of Wisconsin (the “State”) has determined pursuant to the Act that the Authority is in proper form and compatible with the laws of the State; and

WHEREAS, the Authority has represented to the City that it intends to issue its Public Finance Authority Multifamily Housing Revenue Bonds (Village at Beech Hill Apartments Project), Series 2016 (the “Bonds”), issuable in one or more series; and

WHEREAS, the Authority has represented to the City that the purpose of this approval certificate is to satisfy, among other things, the public approval requirement of Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”) in connection with the issuance of the Bonds; and

WHEREAS, the Authority has represented that the proceeds of the Bonds will be used by Beech Hill HN, LLC (the “Borrower”), whose sole member is JPC Charities, an Ohio nonprofit corporation and an organization described in Section 501(c)(3) of the Code, and its successors and assigns for the purpose of financing or refinancing the costs: (a) to acquire, renovate, furnish and equip a residential rental housing community commonly known as Village at Beech Hill and located at 110 Beech Hill Drive, Manchester, New Hampshire 03103 (b) to pay capitalized interest on the Bonds, (c) to fund reserves, and (d) pay certain costs associated with the issuance of the Bonds. The Project will be owned and operated by the Borrower; and

WHEREAS, the Authority has represented to the City that, pursuant to Section 66.0304(11)(a) of the Wisconsin Statutes, the financing of a project by the Authority must be approved by the governing body or highest ranking executive or administrator of each political subdivision within whose boundaries the project is to be located; and

WHEREAS, a public hearing was held 6:00 p.m. on October 18, 2016, at One City Hall Plaza, Manchester, New Hampshire 03101, pursuant to Section 147(f) of the Code with respect to the issuance of the Bonds by the Authority, after a Notice of Public Hearing, the form of which is attached hereto as Exhibit A, for such public hearing was published on October 3, 2016, in the *New Hampshire Union Leader*, a newspaper of general circulation in Manchester, New Hampshire; and

WHEREAS, the Borrower and JPC Charities have each represented to the City that it would not request or apply for a property tax exemption from the City in connection with the Project; and

WHEREAS, THE BONDS SHALL NOT EVER REPRESENT OR CONSTITUTE A DEBT OR PLEDGE OF THE FAITH AND CREDIT OR THE TAXING POWER OF THE CITY MANCHESTER, NEW HAMPSHIRE OR ANY OTHER POLITICAL SUBDIVISION.

WHEREAS, the Authority has represented to the City that the Bonds shall be payable solely from funds paid by the Borrower and shall be secured by collateral furnished by the Borrower.

NOW THEREFORE BE IT RESOLVED

Section 1. Based solely on the representations of the Authority, the Borrower and JPC Charities, to the City, and without any independent investigation, the above recitals are true and correct.

Section 2. THE BONDS SHALL NOT EVER REPRESENT OR CONSTITUTE A DEBT OR PLEDGE OF THE FAITH AND CREDIT OR THE TAXING POWER OF THE CITY MANCHESTER, NEW HAMPSHIRE OR ANY OTHER POLITICAL SUBDIVISION.

Section 3. The Board of Mayor and Aldermen hereby approves the issuance of the Bonds by the Authority in the aggregate principal amount not to exceed \$33,000,000 and the financing by the Authority of the Project. It is the purpose and intent that this approval (i) satisfies the public approval requirement of Section 147(f) of the Code and (ii) satisfies the requirements of Section 66.03004(11)(a) of the Wisconsin Statutes and the Agreement.

Section 4. This approval shall take effect immediately.

Executed this ____ day of _____, 2016.

**CITY OF MANCHESTER, NEW
HAMPSHIRE**

By: _____

Attest:

EXHIBIT A
PROOF OF PUBLICATION OF PUBLIC HEARING

[See attached.]

32488890v3

Legal Notice

MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY

By virtue of a Power of Sale contained in a certain mortgage given by **Manuel A. Amaral and Ludovina R. Amaral** ("the Mortgagor(s)") to Mortgage Electronic Registration Systems, Inc., dated August 31, 2006 and recorded with the Hillsborough County Registry of Deeds at Book 7735, Page 96 (the "Mortgage"), which mortgage is held by Federal National Mortgage Association, the present holder of said Mortgage, pursuant to and in execution of said power and for breach of conditions of said Mortgage and for the purposes of foreclosing the same will sell at:

Public Auction
on
Wednesday, October 26, 2016
at
10:00 a.m.

Said sale being located on the mortgaged premises and having a present address of 7 Nevada Street, Nashua, Hillsborough County, New Hampshire. The premises are more particularly described in the Mortgage.

For mortgagor(s)'s title see deed recorded with the Hillsborough County Registry of Deeds in Book 6799, Page 2170. See Confirmatory Deed recorded with said Registry of Deeds in Book 7281, Page 951.

NOTICE

PURSUANT TO NEW HAMPSHIRE RSA 479:25, 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.

The address of the mortgagee for service of process is Federal National Mortgage Association (Fannie Mae) Legal Department, International Plaza II, 14221 Dallas Parkway, Ste 1000, Dallas, TX 75254-2916 and the name of the mortgagee's agent for service of process is Todd Barton, Federal National Mortgage Association (Fannie Mae) Legal Department, International Plaza II 14221 Dallas Parkway, Ste 1000, Dallas, TX 75254-2916.

You can contact the New Hampshire Banking Department by e-mail at nhbhd@banking.nh.gov. For information on getting help with housing and foreclosure issues, please call the foreclosure information hotline at 1-800-437-5991. The hotline is a service of the New Hampshire Banking Department. There is no charge for this call.

The Property will be sold subject to all unpaid real estate taxes and all other liens and encumbrances which may be entitled to precedence over the Mortgage. Notwithstanding any title information contained in this notice, the Mortgagee 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".

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 Mortgagee'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 balance of the purchase price shall be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee's attorney. The Mortgagee 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 premises contained in said mortgage shall control in the event of an error in this publication.

Dated at Newton, Massachusetts, on September 8, 2016.

FEDERAL NATIONAL MORTGAGE ASSOCIATION

By its Attorneys,
Elena Peterson, Esquire,
HARMON LAW OFFICES, P.C.
150 California Street
Newton, MA 02458
(603) 669-7963
201403-0678 - YEL
(UL - Sept. 19, 26; Oct. 3)

Legal Notice

MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY

By virtue and in execution of the Power of Sale contained in a certain mortgage given by **Timothy P. Lajoie and Tina M. Lajoie** (the "Mortgagors") to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS), SOLELY AS NOMINEE FOR TD BANK, N.A., as lender, its successors and assigns (the "Mortgagee"), said Mortgage dated November 22, 2010 and recorded in the Hillsborough County Registry of Deeds in Book 8270, Page 0389, and assigned to **TD BANK, N.A.**, by Assignment recorded in said registry at Book 8880, Page 2264, in execution of said power, pursuant to and for breach of the conditions in said Mortgage and for the purpose of foreclosing the same will be sold at:

Public Auction

on
October 26, 2016 @ 2:00 P.M.

Said sale to be held directly on the mortgaged premises hereinafter described and having a present address of **9 Corliss Lane, Greenfield, Hillsborough County, New Hampshire**. The premises are more particularly described in the mortgage.

NOTICE

PURSUANT TO NEW HAMPSHIRE RSA 479:25, II(C) 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.

PURSUANT TO NEW HAMPSHIRE RSA 479:25, II(b)(1), THE ADDRESS OF THE MORTGAGEE FOR SERVICE OF PROCESS ARE AS FOLLOWS:

TD Bank, N.A.
Agent for Service of Process:
Brett L. Messinger
c/o Duane Morris LLP
30 South 17th Street
Philadelphia, PA 19103-4196

For information on getting help with housing and foreclosure issues, please call the foreclosure information hotline at 1-800-437-5991. The hotline is a service of the New Hampshire banking department.

There is no charge for this call.

The Property will be sold subject to all unpaid real estate taxes and all other liens and encumbrances, which may be entitled to precedence over the Mortgage. Notwithstanding any title information contained in this notice, the Mortgagee 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".

TERMS OF SALE

A deposit of \$5,000.00 Dollars in the form of a certified check, bank treasurer's check or other check satisfactory to the Mortgagee'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 building. The balance of the purchase price shall be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to the Mortgagee's attorney. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to cancel or continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale.

Dated at Hartford, CT, Tuesday, August 16, 2016

TD BANK, N.A.

By its Attorney,
Elizabeth M. Lacombe
DUANE MORRIS LLP
100 Pearl Street, Suite 1415
Hartford, CT 06103
(UL - Sept. 26; Oct. 3, 10)

Legal Notice

NOTICE OF FORECLOSURE SALE

Pursuant to a power of sale contained in a certain mortgage deed given by **AMANDA S. ROGERS** to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as nominee for RESIDENTIAL MORTGAGE SERVICES, INC., its successors and assigns, as lender, dated December 15, 2006, recorded in the Hillsborough County Registry of Deeds at Book 7783, Page 1769, assigned to THE BANK OF NEW YORK MELLON, FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATE HOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2007-J1, MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2007-J1, by assignment(s) recorded or to be recorded in said Registry, said Assignee, in execution of said power, for mortgage conditions broken, will sell on the mortgaged premises (street address: 679 Black Brook Road) in Goffstown, Hillsborough County, New Hampshire, at

PUBLIC AUCTION

on October 18, 2016, at 11:00 A.M., local time, all of said holder's right, title and interest in and to the real estate described in said mortgage deed.

This foreclosure sale will be made for the purpose of foreclosure of all rights of redemption of the said mortgagor(s) therein possessed by them and any and all persons, firms, corporations or agencies claiming by, from, or under them.

Said premises will be sold subject to any unpaid taxes, liens, or enforceable encumbrances entitled to precedence over the said mortgage.

Said premises will be sold "as is" in all respects, including but not limited to, the physical condition of the premises and the rights, if any, of any occupants of the premises.

To the mortgagor(s) and any and all persons, firms, corporations, or others claiming by, from or under them: 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 HIS OR HER AGENT, CONDUCTING THE SALE PRIOR TO SALE SHALL THEREAFTER BAR ANY ACTION OR RIGHT OF ACTION OF THE MORTGAGOR BASED ON THE VALIDITY OF THE FORECLOSURE.

The name and address of the mortgagee for service of process is THE BANK OF NEW YORK MELLON, FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATE HOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2007-J1, MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2007-J1, 101 Barclay Street, New York, NY 10286. The mortgagee's agent for service of process is BAYVIEW LOAN SERVICES, LLC, and can be served at Lawyers Incorporating Service, 100 Ferry Street, S313, Concord, NH 03301.

For information on getting help with housing and foreclosure issues, please call the foreclosure information hotline at 1-800-437-5991. The hotline is a service of the New Hampshire banking department. There is no charge for this call.

Terms of sale will be Five Thousand and 00/100 Dollars (\$5,000.00) cash or certified check satisfactory to the said holder, to be paid at the time of the sale, and the balance to be paid on delivery of foreclosure deed within thirty (30) days thereafter. The said holder reserves the right to waive any of the above terms at its discretion. The said holder reserves the right to cancel or postpone the sale to such subsequent date or dates as the holder may deem necessary or desirable.

THE BANK OF NEW YORK MELLON, FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATE HOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2007-J1, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-J1
By Its Attorneys,
HAUGHEY, PHILPOT & LAURENT, P.A.
816 North Main Street
Laconia, NH 03246
(603) 524-4101
August 31, 2016
(UL - Sept. 19, 26; Oct. 3)

Legal Notice

MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY

By virtue and in execution of the Power of Sale contained in a certain mortgage given by **William B. Rivers and Lorraine B. Rivers, and assumed by Roger W. Rivers and Kimberly A. Rivers** (the "Mortgagor") to Mortgage Electronic Registration Systems, Inc., as nominee for Washington Mutual Bank, F.A. and now held by **Wells Fargo Bank, NA** (the "Mortgagee"), said mortgage dated April 25, 2002, and recorded with the Hillsborough County Registry of Deeds in Book 6624 at Page 118 (the "Mortgage"), pursuant to and for breach of the conditions in

said Mortgage and for the purpose of foreclosing the same will be sold at:

Public Auction

On
November 22, 2016 at 1:00 pm

Said sale to be held on the mortgaged premises described in said mortgage and having a present address of 8 Rock Island Road, Nashua, Hillsborough County, New Hampshire.

NOTICE

PURSUANT TO NEW HAMPSHIRE RSA 479:25, 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.

YOU ARE ALSO NOTIFIED THAT THE ADDRESS OF THE MORTGAGEE FOR SERVICE OF PROCESS: 10 FERRY STREET SUITE 313 CONCORD, NH 03307. THE NAME OF THE MORTGAGEE'S AGENT FOR SERVICE OF PROCESS IS: CORPORATION SERVICE COMPANY D/B/A INCORPORATING SERVICE.

For information on getting help with housing and foreclosure issues, please call the foreclosure information hotline at 1-800-437-5991. The hotline is a service of the New Hampshire banking department. There is no charge for this call.

The Property will be sold subject to all unpaid real estate taxes and all other liens and encumbrances, which may be entitled to precedence over the Mortgage. Notwithstanding any title information contained in this notice, the Mortgagee 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".

TERMS OF SALE

A deposit of Five Thousand (\$5,000.00) Dollars in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee'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 balance of the purchase price shall be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee's attorney. The Mortgagee 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.

Dated at Plainville, Massachusetts, on September 20, 2016

Wells Fargo Bank, NA
By its Attorney,
Bendett & McHugh, P.C.
270 Farmington Avenue, Ste. 151
Farmington, CT 06032
(860) 677-2868
(UL - Sept. 26; Oct. 3, 10)

Public Notices

They're how you know! Public Notices help citizens to stay alert to what is happening in the community.

Legal Notice

MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY

By virtue and in execution of the Power of Sale contained in a certain mortgage given by **Daniel S. Kirkorian aka Daniel Kirkorian** (the "Mortgagor") to Mortgage Electronic Registration Systems, Inc., as Nominee for 1st New England Mortgage Corp. and now held by Bank of America, N.A. (the "Mortgagee"), said mortgage dated April 26, 2010, and recorded with the Hillsborough County Registry of Deeds in Book 8199 at Page 747 (the "Mortgage"), pursuant to and for breach of the conditions in said Mortgage and for the purpose of foreclosing the Same will be sold at: Public Auction on October 24, 2016 at 10:00 AM Said sale to be held on the mortgaged premises having a present address of 176 Auburn Street, Manchester, Hillsborough County, New Hampshire. The premises are more particularly described in the mortgage. NOTICE PURSUANT TO NEW HAMPSHIRE RSA 479:25, 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.

The name and address of the mortgagee's agent for service of process is: Marinosci Law Group 275 West Natick Road, Suite 500 Warwick, RI 02886 The contact information for the New Hampshire Banking Department is: New Hampshire Banking Department 53 Regional Drive, Suite 200 Concord, NH 03301 nhbd@banking.nh.gov (603) 271-3561 - main office (800) 437-5991 - toll free For information on getting help with housing and foreclosure issues, please call the foreclosure information hotline at 1-800-437-5991. The hotline is a service of the New Hampshire banking department. There is no charge for this call. The Property will be sold subject to all unpaid real estate taxes and all other liens and encumbrances, which may be entitled to precedence over the Mortgage. Notwithstanding any title 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". TERMS OF SALE A deposit of Ten Thousand (\$10,000.00) Dollars in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee'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 balance of the purchase price shall be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee's attorney. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to cancel or continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale. Dated at Warwick, Rhode Island on September 2, 2016. Bank of America, N.A. By its Attorneys, Marinosci Law Group, P.C. 275 West Natick Road, Suite 500 Warwick, RI 02886 Telephone: (401)234-9200 MLG File No.: 16-05156 A-4593409 10/03/2016, 10/10/2016, 10/17/2016 (UL - Oct. 3, 10, 17)

Legal Notice

MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY

By virtue of a Power of Sale contained in a certain mortgage given by **Rene R. Fauteux and Pauline Fauteux** ("the Mortgagor(s)") to Financial Freedom Senior Funding Corporation, a Subsidiary of IndyMac Bank, F.S.B., dated September 27, 2004 and recorded with the Coos County Registry of Deeds at Book 1099, Page 337 (the "Mortgage"), which mortgage is held by Federal National Mortgage Association, the present holder of said Mortgage, pursuant to and in execution of said power and for breach of conditions of said Mortgage and for the purposes of foreclosing the same will sell at:

Public Auction

on
Tuesday, October 25, 2016
at
11:00 a.m.

Said sale being located on the mortgaged premises and having a present address of 40 12th St., Berlin, Coos County, New Hampshire. The premises are more particularly described in the Mortgage.

For mortgagor(s)'s title see deed recorded with the Coos County Registry of Deeds in Book 576, Page 344.

NOTICE

PURSUANT TO NEW HAMPSHIRE RSA 479:25, 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.

The address of the mortgagee for service of process is Federal National Mortgage Association (Fannie Mae) Legal Department, International Plaza II, 14221 Dallas Parkway, Ste 1000, Dallas, TX 75254-2916 and the name of the mortgagee's agent for service of process is Todd Barton, Federal National Mortgage Association (Fannie Mae) Legal Department, International Plaza II 14221 Dallas Parkway, Ste 1000, Dallas, TX 75254-2916.

You can contact the New Hampshire Banking Department by e-mail at nhbd@banking.nh.gov. For information on getting help with housing and foreclosure issues, please call the foreclosure information hotline at 1-800-437-5991. The hotline is a service of the New Hampshire Banking Department. There is no charge for this call.

The Property will be sold subject to all unpaid real estate taxes and all other liens and encumbrances which may be entitled to precedence over the Mortgage. Notwithstanding any title information contained in this notice, the Mortgagee 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".

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 Mortgagee'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 balance of the purchase price shall be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee's attorney. The Mortgagee 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 premises contained in said mortgage shall control in the event of an error in this publication.

Dated at Newton, Massachusetts, on September 7, 2016.

FEDERAL NATIONAL MORTGAGE ASSOCIATION

By its Attorneys,
Elena Peterson, Esquire,
HARMON LAW OFFICES, P.C.
150 California Street
Newton, MA 02458
(603) 669-7963
201608-0162 - YEL
(UL - Oct. 3, 10, 17)

Legal Notice

NOTICE OF MORTGAGEE'S SALE

By virtue of a statutory power of sale contained in a certain mortgage deed (the "Mortgage") given by **274 Amherst Street, LLC** ("Mortgagor") to **People's United Bank d/b/a Ocean Bank n/a People's United Bank, NA** (the "Mortgagee") which mortgage is dated April 23, 2010 and recorded in the Hillsborough County Registry of Deeds at Book 8197, Page 1357, People's United Bank, NA the present holder of said mortgage, in execution of said power, for breach of conditions contained in said mortgage, and for the purpose of foreclosing the same, will sell at

Public Auction

On Thursday, October 27, 2016 at 11:00 a.m., local time, on the premises, the real estate known as 270-274 Amherst Street, Manchester, County of Hillsborough, State of New Hampshire, (the "Mortgaged Premises"), said Mortgage Premises being more particularly described in the above Mortgage.

TERMS OF SALE: A deposit of Five Thousand (\$5,000.00) Dollars in the form of a certified check, bank treasurer's check or funds satisfactory to Mortgagee will be required to be delivered at or before the time a bid is offered. The successful bidder will be required to execute a Memorandum of Sale and Deposit Receipt immediately after the close of the bidding. The balance of the purchase price shall be paid on or before thirty (30) days from date of sale. If the successful bidder fails to complete the purchase of the Mortgaged Premises in accordance with the preceding sentence, then the Mortgagee may retain the deposit in full as liquidated damages resulting from the successful bidder's failure to perform. Conveyance of the Mortgaged Premises shall be by foreclosure deed to be delivered to the successful bidder upon the Mortgagee's receipt of the balance of the purchase price.

EXCLUSION OF WARRANTIES: Except for warranties arising by operation of law, the conveyance of the Mortgaged Premises will be made by the Mortgagee and accepted by the successful bidder without any other expressed or implied representations or warranties whatsoever. Said premises will be sold "AS IS AND WHERE IS" and subject to all unpaid real estate taxes, mortgages and all other liens and encumbrances, easements, rights of way and other conditions of record of

every kind which may be entitled to precedence over the said mortgage.

RESERVATION OF RIGHTS: 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) amend or change the Terms of Sale set forth herein by announcement written or oral, made before or during the Foreclosure Sale and such changes or amendment(s) shall be binding on all bidders.

NOTICE TO MORTGAGOR AND ANY PERSON CLAIMING UNDER SAME:

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.

The Mortgaged Premises is a non-owner occupied building of greater than 4 units. The mortgage referenced herein is not a residential mortgage as defined in RSA 397-A:1, VI c.

The original mortgage instrument may be examined at 91 Bay Street, Manchester, New Hampshire, 03104, with all requests directed to Cheryl LePine Beliveau at (603) 623-1234 during regular business hours.

Dated at Manchester, New Hampshire this 15th day of September, 2016.

People's United Bank

By their attorneys:
Beliveau, Fradette, & Gallant, PA
Cheryl LePine Beliveau, Esq.
91 Bay Street
Manchester, New Hampshire 03104
Tel. (603) 623-1234
(UL - Sept. 19, 26; Oct. 3)

Legal Notice

NOTICE OF FORECLOSURE SALE

Pursuant to a power of sale contained in a certain mortgage deed given by **BLAINE R. HOLM** to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR SCHAEFER MORTGAGE CORPORATION, its successors and assigns, as lender, dated August 20, 2004, recorded in the Hillsborough County Registry of Deeds at Book 7303, Page 1091, assigned to THE BANK OF NEW YORK MELLON, F/K/A THE BANK OF NEW YORK, AS TRUSTEE FOR ALTERNATIVE LOAN TRUST 2004-24CB, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-24CB, by assignment(s) recorded or to be recorded in said Registry, said assignee, in execution of said power, for mortgage conditions broken, will sell on the mortgaged premises (street address: 13 Parsons Drive) in Goffstown, Hillsborough County, New Hampshire, at

PUBLIC AUCTION

on November 1, 2016, at 11:00 A.M., local time, all of said holder's right, title and interest in and to the real estate described in said mortgage deed.

This foreclosure sale will be made for the purpose of foreclosure of all rights of redemption of the said mortgagor(s) therein possessed by them and any and all persons, firms, corporations or agencies claiming by, from, or under them.

Said premises will be sold subject to any unpaid taxes, liens, or enforceable encumbrances entitled to precedence over the said mortgage.

Said premises will be sold "as is" in all respects, including but not limited to, the physical condition of the premises and the rights, if any, of any occupants of the premises.

To the mortgagor(s) and any and all persons, firms, corporations, or others claiming by, from or under them: 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 HIS OR HER AGENT, CONDUCTING THE SALE PRIOR TO SALE SHALL THEREAFTER BAR ANY ACTION OR RIGHT OF ACTION OF THE MORTGAGOR BASED ON THE VALIDITY OF THE FORECLOSURE.

The name and address of the mortgagee for service of process is THE BANK OF NEW YORK MELLON, F/K/A THE BANK OF NEW YORK, AS TRUSTEE FOR ALTERNATIVE LOAN TRUST 2004-24CB, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-24CB, 101 Barclay Street, New York, NY 10286. The mortgagee's agent for service of process is BAYVIEW LOAN SERVICES, LLC and can be served at LAWYERS INCORPORATING SERVICE at 10 Ferry Street S313, Concord, NH 03301.

For information on getting help with housing and foreclosure issues, please call the foreclosure information hotline at 1-800-437-5991. The hotline is a service of the New Hampshire banking department. There is no charge for this call.

Terms of sale will be Five Thousand and 00/100 Dollars (\$5,000.00) cash or certified check satisfactory to the said holder, to be paid at the time of the sale, and the balance to be paid on delivery of foreclosure deed within thirty (30) days thereafter. The said holder reserves the right to waive any of the above terms at its discretion. The said holder reserves the right to cancel or postpone the sale to such subsequent date or dates as the holder may deem necessary or desirable.

THE BANK OF NEW YORK MELLON, F/K/A THE BANK OF NEW YORK, AS TRUSTEE FOR ALTERNATIVE LOAN TRUST 2004-24CB,

MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-24CB
By Its Attorneys,
HAUGHEY, PHILPOT & LAURENT, P.A.
816 North Main Street
Laconia, NH 03246
(603) 524-4101
September 9, 2016
(UL - Oct. 3, 10, 17)

Legal Notice

MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY

By virtue of a Power of Sale contained in a certain mortgage given by **Eric C Olson** ("the Mortgagor(s)") to Mortgage Electronic Registration Systems, Inc., dated December 5, 2007 and recorded with the Carroll County Registry of Deeds at Book 2679, Page 822 (the "Mortgage"), which mortgage is held by Federal National Mortgage Association, the present holder of said Mortgage, pursuant to and in execution

of said power