

NOTICE OF MORTGAGEE'S FORECLOSURE SALE OF REAL ESTATE

Pursuant to the Mortgage from **Tricia A. Burke and Nathan M. Burke** (the "Mortgagor") to Mortgage Electronic Registration Systems, Inc. ("MERS") as nominee for Mortgage Lenders Network USA, Inc. d/b/a Lenders Network (the "Mortgagee"), dated **February 9, 2006** and recorded in the Rockingham County Registry of Deeds (the "Registry") at Book 4616, Page 2737 (the "Mortgage"), assigned to US Bank National Association, as Trustee for RASC 2006-EMX3 at Book 5248 Page 192, assigned to Residential Funding Company LLC at Book 5569 Page 593. Further assigned to Asset Management Holdings LLC at Book 5569 Page 595. Assigned to Asset Management Holdings 707 at Book 6039 Page 256. Assigned to Linear Mortgage LLC at Book 5907 Page 2965. Further assigned to Pro Funders LLC at Book 5907 Page 2966, and pursuant to the remedies set forth in the Mortgage and N.H. RSA 479:25, the Mortgagee, for breach of the conditions of the Mortgage and other loan documents secured thereby, and pursuant to the power of sale contained in the Mortgage, shall foreclose upon and sell the real property at PUBLIC AUCTION ON April 13, 2023 AT 11:00 A.M TO BE HELD AT THE PREMISES: 16 Sunset Drive, Greenland, County of Rockingham, State of New Hampshire.

1. The real property being foreclosed upon has a street address of 16 Sunset Drive, Greenland, New Hampshire (the "Premises"). See the Mortgage for a more particular description of the mortgaged property.
2. All property shall be conveyed "AS IS, WHERE IS". Mortgagee makes no warranties or representations of any kind in connection with the property and/or any rights which may be conveyed with the property. In particular, and without limiting the foregoing, Mortgagee makes no warranty or representation regarding the title to the property; the current status or performance of any leases; the accuracy of any statement as to the boundaries, acreage or frontage; the habitability of any structures; the condition of any wells or septic systems; the availability of any utilities, access, income potential, rental or income information; compliance of the property with applicable zoning or other land use laws or regulations; or the existence or non-existence of hazardous material, asbestos, radon, lead paint or other health hazards. MORTGAGEE EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MORTGAGEE EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING TITLE TO ANY PERSONALTY. The Premises shall be sold subject to any and all unpaid real estate taxes, prior liens, tenancies and other encumbrances, whether or not of record, which may be entitled to precedence over the Mortgage. Risk of loss between the auction and closing shall be entirely on the successful bidder. Any warranty or representation made by any auctioneer or other person is not binding on Mortgagee. Mortgagee is expressly not responsible for any security deposits not in its possession.
3. Only qualified bidders may register to bid. In order to register to bid, such bidder shall tender to the auctioneer a certified check, or other form of payment satisfactory to the Mortgagee, in the amount of Five Thousand Dollars and 00 Cents (\$5,000.00) as the deposit. The deposits tendered by unsuccessful bidders shall be endorsed over and returned to them at the conclusion of the foreclosure auction. The deposit tendered by the successful bidder (the "Deposit") is

nonrefundable upon the lowering of the gavel. If the successful bidder neglects or refuses, for any reason, to execute the Memorandum of Sale, the Deposit shall be retained by Mortgagee.

4. The successful bidder shall be required to execute a Memorandum of Sale at the conclusion of the auction. Copies of the Memorandum of Sale can be obtained from the undersigned prior to the auction. Closing shall occur within thirty (30) days of the date of the auction, time being of the essence. At Closing the Mortgagee shall deliver its Foreclosure Deed and Affidavit of the acts undertaken by it pursuant to N.H. RSA 479:26, and the Purchaser shall pay the balance of the purchase price to Mortgagee by certified check or wire transfer. The successful bidder shall be responsible for 100% of the New Hampshire real estate transfer tax. There shall be no proration of real estate taxes, rents, fuel or any other item of expense or income. Failure of the successful bidder to close the sale, for any reason whatsoever, other than failure of Mortgagee to deliver its Foreclosure Deed and Affidavit, shall result in forfeiture of the Deposit as liquidated damages.
5. The successful bidder shall not be responsible for any fees due to the auctioneer. However, the successful bidder shall be responsible for any real estate commission or finder's fee due and payable to any other person and in no event shall Mortgagee or any of its agents be responsible for such fees or commissions.
6. The Mortgagee hereby reserves the right to (i) cancel the sale, (ii) postpone the sale one or more times to a date certain by announcement made prior to or at the time of the sale without further public notice, (iii) bid at and purchase the mortgaged property, (iv) reject any and all bids, (v) change the terms of sale stated in this notice by oral or written announcement made at any time before or during the auction sale and such changes shall be binding upon all bidders, and (vi) waive the reading of all or portions of the notice of the sale provided that copies of this notice are made available to bidders at the time and place of sale.
7. The Mortgagee, in its sole discretion, reserves the option to accept backup foreclosure bids. If the successful bidder fails to complete the purchase of the mortgaged premises as provided in the aforementioned Memorandum of Sale, the Deposit shall be retained by the Mortgagee as liquidated damages, to sell the mortgaged premises to the party submitting the next highest bid at the auction sale, or to sell the mortgaged premises to itself at such next highest bid.
8. Pursuant to RSA 479:25, the Mortgagor is notified as follows:

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 New Hampshire banking department may be reached at 53 Regional Drive, Suite 200, Concord, NH 03301, or online at www.nh.gov/banking. For information on getting help with housing and foreclosure issues, please call the foreclosure information hotline at (800) 437-5991.

The hotline is a service of the New Hampshire banking department. There is no charge for this call.

9. For more information about the Premises, please call Stephen H. Schofield, Scofield & Centennial Auctions, 120 N. South Road, Unit C #196, North Conway, NH 03860 at (603)356-5765 <https://scofielddauctions.com/>

Dated this 23rd day of February, 2023.

By: Pro Funders LLC present holder of the Mortgage by its
Attorney
Name: Robert T. Bevens, Esq.
Title: Attorney, Topkins & Bevens, 255 Bear Hill Road,
Waltham, MA 02451 (781)890-6230