

One Market Plaza Spear Tower, Suite 3300 San Francisco, CA 94105-1126 PHONE 415.947.2000

> FAX 415.947.2099 www.wsgr.com

NHFIC POCTION 19:19

September 29, 2015

Ms. Debra A. Howland Executive Director New Hampshire Public Utilities Commission 21 South Fruit Street, Suite 10 Concord, New Hampshire 03301-2429

Re: Docket # DE 15-303, Vivint Solar Inc., Petition for Declaratory Ruling regarding RSA 362:2, 362-A:2-a and Rule PUC 2002.05

Dear Ms. Howland:

Please find enclosed Vivint Solar Inc.'s affidavit of publication, with a copy of the notice as published appended hereto, demonstrating that the Order of Notice issued on September 3, 2015 in the above referenced docket was published in the *New Hampshire Union Leader* on September 11, 2015 pursuant to N.H. Code Admin. R. Ann. PUC 203.12.

An electronic copy has also been filed with the Executive Director of the New Hampshire Public Utilities Commission (the "Commission"), the Office of Consumer Advocate of the Commission and the service list for Docket # DE15-303, as required by N.H. Code Admin. R. Ann. PUC 203.02(a)(2) and (4).

Thank you very much for your assistance. Please do not hesitate to contact us with any questions.

Respectfully submitted,

Sheridan Pauker Todd G. Glass

Grace Hsu

Attorneys for Vivint Solar, Inc.

#### UNION LEADER CORPORATION

P O BOX 9513 MANCHESTER, NH 03108

> 0000114992 LEGAL PREPAID ACCOUNTS GRACE HSU C/O WILSON SONSINI GOODRICH & 1 MARKET PLAZA SPEAR TOWER, SUITE 3300 SAN FRANCISCO CA 94105-1126

I hereby certify that the legal notice: (0001628170) DE 15–303 was published in the New Hampshire Union Leader On: 09/11/2015.

State of New Hampshire Hillsborough County

Subscribed and sworn to before me this

11th day of September 2015

**Notary Public** 

9/11/2015

#### **Legal Notice**

MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY

By virtue of a Power of Sale contained in a certain mortgage given by **Leo Camille Ghilardi** ("the Mortgagor(s)") to Financial Freedom Senior Funding Corporation, a subsidiary of Indymac Bank, F.S.B., dated April 23, 2007 and recorded with the Hillsborough County Registry of Deeds at Book 7840, Page 0458 (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

Public Auction

on Monday, September 21, 2015

4:00 p.m. Said sale being located on the mortgaged premises and having a present address of 27 Hassel Brook Road, 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 7840, Page

PURSUANT TO NEW HAMPSHIRE RSA 479:25, YOU ARE HEREBY NOTI-FIED THAT YOU HAVE A RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORT-GAGED PREMISES ARE SITUATED, WITH SERVICE UPON THE MORT-GAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE TO ENJOIN THE SCHEDULED FORECLO-

SURE SALE 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 Mort-gage. 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

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 mort-

error in this publication. Dated at Newton, Massachusetts, on August 21, 2015

gage shall control in the event of an

#### FEDERAL NATIONAL August 20, 2015. MORTGAGE ASSOCIATION By its Attorneys.

Joshua Ryan-Polczinski, Esquire, HARMON LAW OFFICES, P.C. 150 California Street Newton, MA 02458 (603) 669-7963 201506-0125 - YEL

(UL - Aug. 28; Sept. 4, 11)

**Legal Notice** 

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue of a Power of Sale contained

in a certain Mortgage given by Kyle

Bernier, and Michele Bernier fthe

'Mortgagor") to Mortgage Electronic

Registration Systems, Inc., as nominee

for New Century Mortgage Corporation,

its successors and assigns, dated September 13, 2006 and recorded with

the Merrimack County Registry of

Deeds at Book 2927, on Page 710 (the

"Mortgage") of which mortgage the

undersigned is present holder by

assignment, pursuant to and in execu-

tion of said power and for breach of

conditions of said Mortgage and for the

purpose of foreclosing same will be sold

**Public Auction or** 

September 18, 2015

1:00 PM

Said sale being located on the mort-gaged premises and having a present

address of 14 Rolfe Street, Concord

(Penacook), Merrimack County, NH.

The premises are more particularly de-

PURSUANT TO NEW HAMPSHIRE RSA 479:25, YOU ARE HEREBY NOTI-

FIED THAT YOU HAVE THE RIGHT TO

PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORT-

GAGED PREMISES ARE SITUATED,

WITH SERVICE UPON THE MORT-

GAGEE, AND UPON SUCH BOND AS

THE COURT MAY REQUIRE, TO EN-

JOIN THE SCHEDULED FORECLO-

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 in-

formation contained in this notice, the

Mortgagee expressly disclaims any re-

presentations 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,

The 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

TERMS OF SALE:

A deposit of FIVE THOUSAND DOL-

LARS AND 00 CENTS (\$5,000.00) in

the form of a certified check or bank

treasurer's check will be required to be

delivered at or before the time the bid is

offered. The description of the premises

contained in said mortgage shall con-

trol in the event of an error in this

for the registered holders of Morgan

Stanley ABS Capital I Inc. Trust 2007-

(UL - Aug. 28; Sept. 4, 11)

Deutsche Bank National Trust

Company, as Trustee, in trust

HE2, Mortgage Pass-Through Certificates, Series 2007-HE2

By Its Attorneys, Orlans Moran PLLC

Waltham, MA 02454 Phone: (781) 790-7800

PO Box 540540

Present Holder of said Mortgage,

scribed in the Mortgage NOTICE

SURE SALE.

them.

#### **Legal Notice**

MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY

By virtue of a Power of Sale contained in a certain mortgage given by Alena N Krutikova-Bell a/k/a Alena Bell and Brian Bell ("the Mortgagor(s)") to Wells Fargo Bank, N.A. dated November 19, 2009 and recorded with the Strafford County Registry of Deeds at Book 3793, Page 956 (the "Mortgage"), which mortgage is held by Bayview Loan Servicing, LLC, 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

Monday, September 21, 2015 at 11:00 a.m.

Said sale being located on the mortgaged premises and having a present address of 70 Trestle Way, Unit 28, Village at Bellamy Common, A Condominium, Dover, Strafford County, New Hampshire. The premises are more particularly described in the

For mortgagor's(s') title see deed recorded with the Strafford County Registry of Deeds in Book 3658, Page

NOTICE

PURSUANT TO NEW HAMPSHIRE RSA 479:25, YOU ARE HEREBY NOTI-FIED THAT YOU HAVE A RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORT-GAGED PREMISES ARE SITUATED. WITH SERVICE UPON THE MORT-GAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE TO EN-JOIN THE SCHEDULED FORECLO-SURE SALE.

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

BAYVIEW LOAN SERVICING, LLC By its Attorneys, Erika L Vogel, Esquire, HARMON LAW OFFICES, P.C. 150 California Street Newton, MA 02458 (603) 669-7963 201401-0401 - PRP

(UL - Aug. 28; Sept. 4, 11)

# **Legal Notice**

NOTIFICATION OF AQUATIC TREATMENT Sunset Lake - Greenfield, NH

Aquatic Control Technology, 21 West Main Street, Spencer, MA 01562, Telephone 508-885-0101 or 800-462-8211, has been contracted by the Sunset Lake Property Owners to chemically portions of Sunset Lake in Greenfield for control of invasive common reed (Phragmites australis). Portions will be spot-treated with the USEPA/State registered herbicide Habitat (Imazapyr) herbicide, EPA Registration Number 241-426-67690. The application is tentatively scheduled to occur on Wednesday, September 16, 2015 in accordance with Special Permit SP-199, issued by the NH Division of Pesticide Control.

The following temporary water use restrictions will be in effect after treatment for posted areas only:

• No swimming within 200 feet of the treatment area for 24 hours or until 9/17 after 3 p.m.

· Do not use water from the treated area for drinking purposes for 48 hours following treatment. Do not use water for irrigation purposes until further notice. Contact Marc Bellaud, Aquatic Control Technology, 21 West Main Street, Spencer, MA 01562, Telephone 508-885-0101 or 800-462-8211, info@ aquaticcontroltech.com for information on the release dates of these restrictions or for additional information on the irrigation restrictions.

The boundary of the treated area will be posted with signs warning of the temporary water use restrictions that will be imposed, immediately prior to treatment. If you have any questions concerning this treatment, contact Aquatic Control Technology at the above address.

(UL - Sept. 4, 11)

# **Legal Notice**

#### THE STATE OF NEW HAMPSHIRE JUDICIAL BRANCH NH CIRCUIT COURT

10th Circuit - Family Division Brentwood PO Box 1208 Kingston NH 03848-1208 Telephone: 1-855-212-1234 TTY/TDD Relay: (800) 735-2964

http://www.courts.state.nh.us Case Name: In the Matter of Donald

Apitz, JR and Michelle Apitz On August 14, 2015, Donald Apitz, JR of E Hampstead, NH filed in this Court a Petition for Divorce with requests concerning:

The original pleading is available for inspection at the office of the Clerk at the above Family Division location.

UNTIL FURTHER ORDER OF THE COURT, EACH PARTY IS RESTRAINED FROM SELLING, TRANSFERRING, ENCUMBERING, HYPOTHECATING, CONCEALING OR IN ANY MANNER WHATSOEVER DISPOSING OF ANY PROPERTY, REAL OR PERSONAL, BELONGING TO EITHER OR BOTH PARTIES EXCEPT (1) BY WRITTEN AGREEMENT OF BOTH PARTIES, OR

(2) FOR REASONABLE AND NECESSARY LIVING EXPENSES OR (3) IN THE ORDINARY AND USUAL CAUSE OF BUSINESS.

The Court has entered the following

Michelle Apitz shall file a written Appearance Form with the Clerk of the Family Division at the above location on or before October 31, 2015 or be found in DEFAULT. Michelle Apitz shall also file by October 31, 2015 a Response to the Petition and by October 31, 2015 deliver a copy to the Petitioner's Attorney or the Petitioner, if unrepresented. Failure to do so will result in issuance of Orders in this matter, which may affect you without your input. BY ORDER OF THE COURT

Cheryll-Ann Andrews, Clerk of Court September 01, 2015 (UL - Sept. 11, 18, 25)

### **Legal Notice**

THE STATE OF NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION DE 15-303 VIVINT SOLAR, INC. Petition for Declaratory Ruling regarding RSA 362:2, 362-A:2-a, and Rule Puc 2002.05

ORDER OF NOTICE
On August 14, 2015, Vivint Solar, Inc. filed a petition for declaratory ruling pursuant to N.H. Code Admin. Rules Puc 207.01, seeking a ruling by the Commission declaring that, in offering solar power purchase agreements or solar leases to residential customers in New Hampshire, neither Vivint Solar, Inc., nor its subsidiary or affiliates, will be regulated by the Commission as (1) a "public utility" under RSA 362:2, (2) a "competitive electric power supplier" under N.H. Code Admin. Rules Puc 2002.05 or (3) a limited producer of electrical energy' under RSA 362-A:2-a.

In its petition, Vivint Solar stated that it offers solar energy to qualified residential customers primarily through long-term customer contracts in the form of power purchase agreements, under which a customer agrees to purchase all of the power generated by a solar energy system installed on the customer's rooftop, or solar leases, under which a customer leases the solar energy system installed on the customer's property. Under either such arrangement, Vivint Solar installs, operates, and maintains the solar energy system throughout the term of the contract. The systems installed under these power purchase agreements and solar leases are owned by Vivint Solar's affiliates and financing

According to Vivint Solar, third party ownership of solar energy systems enables more consumers to generate their own renewable electricity because such arrangements permit investors with federal income tax liability to utilize federal tax credits and benefits, in addition to state and utility solar incentives and net metering programs where available, thereby making solar energy system installations more affordable for residential customers. The solar energy systems installed on customers' roof tops pursuant to Vivint Solar's power purchase agreements and solar leases are located on private property and on the customers' side of utility electric meters. The power purchase agreements and solar leases are offered only to homeowners that meet certain credit and underwriting standards and whose homes meet additional physical and safety criteria, according to Vivint Solar

In its petition, Vivint Solar represented that, without clarity on how it may be regulated by the Commission. it cannot enter the state to offer it power purchase agreements and solar leases

to New Hampshire customers.
Vivint Solar's petition and subse quent docket filings, other than any information for which confidential treatment is requested of or granted by the Commission, will be posted to the Commission's website at http://www. puc.nh.gov/Regulatory/Docketbk/ 2015115-303.html.

Vivint Solar's filing raises, inter alia. issues related to the interpretation of RSA 362:2. RSA 362-A:2-a. and Puc 2002.05, as these statutory and rules provisions may apply to the third party ownership and operation of behindthe-meter distributed electric generation resources in New Hampshire.

Based upon the foregoing, it is

ORDERED, that a prehearing conference, pursuant to N.H. Code Admin. Rules Puc 203.15, be held before the Commission located at 21 S. Fruit St., Suite 10, Concord, New Hampshire on October 8, 2015 at 10:00 a.m., at which each party will provide a preliminary statement of its position with regard to the petition and any of the issues set forth in N.H. Code Admin. Rules Puc 203.15; and it is

FURTHER ORDERED, that, immediately following the prehearing conference, Vivint Solar, the Staff of the Commission, and any intervenors hold a technical session to review the petition and allow Vivint Solar to provide any amendments or updates to its fil-

FURTHER ORDERED, that, pursuant to N.H. Code Admin, Rules Puc 203.12, Vivint Solar shall notify all persons desiring to be heard at this hearing by publishing a copy of this Order of Notice no later than September 11, 2015, in a newspaper with general circulation in those portions of the state in which operations are conducted, publication to be documented by affidavit filed with the Commission on or before October 6, 2015; and it is

FURTHER ORDERED, that, pursuant to N.H. Code Admin. Rules Puc 203.17, any party seeking to intervene in the proceeding shall submit to the Commission seven copies of a petition to intervene with copies sent to Vivint Solar on or before October 6, 2015, such petition stating the facts demonstrating how its rights, duties, privileges, immunities, or other substantial interest may be affected by the proceeding, as required by N.H. Code Admin. Rules Puc 203.17 and RSA 541-A:32, I (b); and it is

FURTHER ORDERED, that any party objecting to a petition to intervene make said objection on or before October 8, 2015.

By order of the Public Utilities Commission of New Hampshire this third day of September, 2015.

Executive Director Individuals needing assistance or auxiliary communication aids due to sensory impairment or other disability should contact the Americans with Disabilities Act Coordinator, NHPUC, 2 I S. Fruit St., Suite 10, Concord, New H a m p s h i r e 0 3 3 0 1 - 2 4 2 9; 603-271-2431; TDO Access: Relay N.H. 1-800-735-2964. Notification of the need for assistance should be made one week prior to the scheduled event.

(UL - Sept. 11)

Debra A. Howland

### **Legal Notice**

**MORTGAGEE'S NOTICE OF** SALE OF REAL PROPERTY

By virtue of a Power of Sale contained in a certain mortgage given by H. Carol Lynch ("the Mortgagor(s)") Mortgage Electronic Registration Systems, Inc., dated June 22, 2007 and recorded with the Carroll County Registry of Deeds at Book 2640, Page 381 (the "Mortgage"), which mortgage is held by JPMorgan Chase Bank, National 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** 

Monday, September 21, 2015

at 11:00 a.m.

Said sale being located on the mortgaged premises and having a present address of 539 INTERVALE CROSSROADS, CONWAY, Carroll County, New Hampshire. The premises are more particularly described in the Mortgage. For a more accurate description of the premises see deed recorded at Book 982, Page 197.

For mortgagor's(s') title see deed recorded with the Carroll County Registry of Deeds in Book 982, Page 197.

NOTICE PURSUANT TO NEW HAMPSHIRE RSA 479:25, YOU ARE HEREBY NOTI-FIED THAT YOU HAVE A RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORT-GAGED PREMISES ARE SITUATED. WITH SERVICE UPON THE MORT-GAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE TO EN-JOIN THE SCHEDULED FORECLO-SURE SALE.

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 August 20, 2015.

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION By its Attorneys, Adam F Faria, Esquire, HARMON LAW OFFICES, P.C. 150 California Street Newton, MA 02458 (603) 669-7963 201506-0087 - PRP

(UL - Aug. 28; Sept. 4, 11)

# **Legal Notice**

NOTTINGHAM PLANNING BOARD Public Hearing

Notice is hereby given that the Nottingham Planning Board will hold a Public Hearing on Wednesday September 23, 2015 commencing at 7:00 PM, in Conference Room 1 at the Municipal Town Office. to adopt changes to the Subdivision Regula-

A summary of the proposed changes are as follows: Articles 1-4

ightarrow This section covers; Authority, Purpose, Jurisdiction and Validity

→ Articles 5-7 General overview of the application

→ Articles 8-10 · Plan requirements and studies

→ Article 11 · Procedure Planning Board takes on

Article 12 (New Article)

Concurrent Applications Mostly used for business subdivi-

 $\rightarrow$  Article 13 (New Article)

Open Space Developments Articles 14-19

Lot Design, Road and Driveway Design and Standards, Requirements for; Drainage, Utilities, Septic, Water sys-

· Article 20 (New Article)

<sup>o</sup> Landscaping, recreation and Open Space standards

Article 21

Definition Section Appendices

Documents pertaining to the hearing are available at the Municipal Town Office and the Town Website during normal business hours. Questions? Contact the Land Use

Clerk, JoAnna Arendarczyk at (603) 679-9597 ext. 1. Mail written comments to the Nottingham Planning Board, PO Box 114, Nottingham, NH THE PUBLIC IS ENCOURAGED

TO ATTEND

## **Legal Notice**

**Town of Auburn Notice of Public Hearing Zoning Board of Adjustment** On Tuesday, September 22, 2015,

the Auburn Zoning Board of Adjust-ment will hear the following Application for Appeal. The public hearing will be held at the Town of Auburn, located at 47 Chester Road, Auburn, NH, beginning at 7:00 p.m. Case #15-19

Sterling Homes, LLC **Keith Martel** 58 Dearborn Road - Map 8, Lot 42 Zoned Residential Two

Applicant is requesting a variance to permit 3,250 square feet of impact to an existing Level 1 wetland and to impact 98,000 square feet of a Level 1 wetland buffer in a Residential Two zone. (Article 5, Section 5.04(1)(a))

Case #15-20

Johanna & Paul Gouin

62 Fox Lane - Map 3, Lot 6-15

Zoned Residential Two

Applicant is requesting a special exception to allow the operation of two (2) home businesses within the residence in a Residential Two zone. (Article 4, Section 4.06(3)(d)).

Denise Royce, Zoning Board Administrator (UL - Sept. 11)

### **Legal Notice**

Notice of Private Sale by M&S Trailers Inc.

The contents of a storage trailer (M&S Trailers unit number 4014) rented by Interstate Moving and Storage of Greenland, NH will be sold at private sale after October 12, 2015 to settle a delinquent account.

Description of contents: 30 - 50 boxes with La-Z-Boy marking

Parties with an interest in the material contents may contact Carmine Jr. at M&S Trailers: 603-647-4530. (UL - Sept. 11)

#### **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 virtue of a Power of Sale contained

in a certain mortgage given by **Brendan S. Perry** ("the Mortgagor(s)") to Wells Fargo Bank, N.A., dated January 6, 2006 and recorded with the Merrimack County Registry of Deeds at Book 2858, Page 623 (the "Mortgage"), which mortgage is held by Wells Fargo Bank, N.A., 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** 

Monday, September 21, 2015

1:00 p.m. Said sale being located on the mort-gaged premises and having a present address of 15 Mount Saint Mary's Way, Unit #308 a/k/a 1663-1704 Hooksett Road, Unit 308, Mount Saint Mary's Condominium, Hooksett, Merrimack County, New Hampshire. The premises are more particularly described in the Mortgage. For mortgagor's(s') title see deed re

corded with the Merrimack County Registry of Deeds in Book 2858, Page 621. Please also see assignment of storage unit recorded with said Registry in Book 2910, Page 872. NOTICE

PURSUANT TO NEW HAMPSHIRE RSA 479:25, YOU ARE HEREBY NOTI-FIED THAT YOU HAVE A RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORT-GAGED PREMISES ARE SITUATED, WITH SERVICE UPON THE MORT-GAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE TO ENJOIN THE SCHEDULED FORECLO-SURE SALE.

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 August 20, 2015.

WELLS FARGO BANK, N.A. By its Attorneys, Joshua Ryan-Polczinski, Esquire, HARMON LAW OFFICES, P.C. 150 California Street Newton, MA 02458

(603) 669-7963

201503-0649 - YEL (UL - Aug. 28; Sept. 4, 11)

## **Legal Notice**

STATE OF NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES AIR RESOURCES DIVISION

CONCORD, NEW HAMPSHIRE
NOTICE OF PERMIT REVIEW
PUBLIC HEARING AND COMMENT

PUTSUANT TO THE NEW HAMPSHIRE Code of Administrative Rules, Env-A 621.02, notice is hereby given that the Director of the New Hampshire Department of Environmental Services, Air Resources Division (Director), has received an application for a state permit to operate from, and based on the information received to date, intends to issue such permit to:

White Mountain Oil and Propane, Inc. 26 Commerce Drive Conway, New Hampshire For the Following Device: **Bulk Gasoline Plant** 

The application and draft permit are on file with the Director, New Hampshire Department of Environmental Services, Air Resources Division, 29 Hazen Drive, P.O. Box 95, Concord, NH 03302-0095, (603) 271-1370. Information may be reviewed at the office during working hours from 8 a.m. to 4 p.m., Monday through Friday. Additional information may also be obtained by contacting Sheila Rydel at the above address and phone number. Requests for a public hearing and/or written comments filed with the Director in accordance with Env-A 621.06, and received no later than Monday, October 12, 2015, shall be considered by the Director in making a final decision.

Craig A. Wright Air Resources Division (UL - Sept. 11)

**Legal Notice** 

NOTICE OF FORECLOSURE SALE By virtue of the Power of Sale contained in a certain Mortgage given by Thomas G. Tagg, Jr., Elizabeth W. Tagg, Jon A. Rosato and Lisa A. Rosato dated July 27, 2012 and recorded in the Rockingham County Registry of Deeds at Book 5342, Page 0210, (the "Mortgage") which mortgage was given to Merrimac Savings Bank, in execution of said power and for breach of the conditions of said Mortgage, and for the purposes of foreclosing the same, Merrimac Savings Bank will sell

PUBLIC AUCTION

on Friday, October 9, 2015 at 11 o'clock in the forenoon in Seabrook, County of Rockingham, State of New Hampshire, premises situated at 7 Virginia Lane, Seabrook, Rockingham County, New Hampshire which are described in the Mortgage and which may be currently described as follows (the "Mortgage Premises"):

A certain lot of land, together with the buildings thereon, situated on the Northeasterly side of Virginia Lane, in Seabrook, Rockingham County, State of New Hampshire and being shown as Lot No. 7 on Plan entitled "Ebb-Tide at Seabrook, N. H. by Raymond F. and Virginia K. Lalime" dated May, 1968 by Richard K. Parker, Jr., Surveyor, which Plan is recorded in Rockingham Records Book No. 1153, said premises being further bounded and described as follows:

Beginning at a point at the Southerly corner of the within described premises on the Northeasterly sideline of said Virginia Lane, thence Easterly 100.00 feet, along the boundary of Lot No. 6, thence turning Northerly 100.00 feet along land now or formerly of Michael Kutlowski, thence turning Westerly 100.00 feet along the boundary of Lot No. 8 to said Virginia Lane, thence turning Southerly 100.00 feet, along said Virginia Lane, to the point of beginning.

Said premises are conveyed subject to all covenants, conditions and restrictions of record and all applicable State and Local ordinances and regulations.

Also included is a 1975 Holiday Manor mobile home, 12' x 70' and any additions thereto, Serial #3383, situated on the premises.

The original Mortgage may be exam-

law office of Mary Keohan Ganz, 779 Lafayette Road, Seabrook, New Hampshire 03874. The sale will take place at the mortgaged premises.

To the Mortgagor or any other person

ined by any interested person at the

claiming a lien or other encumbrance upon the Mortgage Premises: You are hereby notified that you have a right to petition the superior court for the county in which the Mortgage Premises are situated, with service upon the Mortgagee, and upon such bond as the court may require, to enjoin the scheduled foreclosure sale.

Said Mortgage Premises will be sold subject to all unpaid taxes, betterments, assessments, claims, water bills, mortgages, and all other liens entitled to precedence over said Mortgage, including the right of redemption available to the Internal Revenue Service pursuant to Federal Tax laws and all restrictions and encumbrances of record prior to said mortgage, if any there be.

Terms: Five Thousand Dollars (\$5,000.00) must be paid as a deposit by the successful bidder for the Mortgage Premises in cash or by certified check at the time of sale. The balance of the purchase price must be paid in full by the successful bidder in cash or certified check on or before the thirtieth (30th) day after the date of the foreclosure sale. If the successful bidder fails to complete the purchase of the Mortgage Premises, the mortgagee reserves the right to retain the deposit in full as liquidated damages as a result of the bidder's failure to perform. The successful bidder shall pay the full transfer tax stamps on the foreclosure deed.

of the sale, in the event the successful bidder refuses to sign the Foreclosure Sales Agreement or fails to complete the purchase in accordance with the terms and conditions of said foreclosure sale, the holder of the mortgage reserves the right to sell the mortgaged premises to the next highest bidder "Second Bidder") and to accept all bids upon the condition that the Second Bidder shall deposit with mortgagee's attorney the amount of the required deposit as set forth herein within three (3) business days after written notice of default of the previous highest bidder. Upon deposit of the earnest money by Second Bidder, Second Bidder shall become Purchaser for purposes of the foregoing paragraphs and completion of

the sale Right to Amend: The mortgagee reserves the right to (I) continue the foreclosure sale to such subsequent date or dates as the mortgagee may deem necessary or desirable, (ii) bid upon and purchase the Mortgage Premises at the foreclosure sale, (iii) reject any and all bids for the Mortgage Premises, (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 change(s) or amendment(s)

shall be binding on all bidders. Warranties: Except for warranties arising by operation of law, the convey-ance of the Mortgage Premises will be made by the mortgagee and accepted by the successful bidder therefor without any other express or implied repre-

sentations or warranties whatsoever. For further information regarding the Mortgaged Premises and terms of the foreclosure sale, please contact John McInnis Auctioneers at (978) 388-0400 or the website at

mcinnisauctions.com. Merrimac Savings Bank By its attorney,

Dated: September 9, 2015 Mary Keohan Ganz GANZ LAW OFFICE 779 Lafayette Road, PO Box 238 Seabrook, NH 03874-0238 (603) 474-2737

NH Bar #893

(UL - Sept. 11, 18, 25)

# Legal Notice

The NH Dept. of Administrative Services seeks bids from qualified real property appraisers to appraise State property in Manchester, NH. For more information see Bid # RFB FMA 2016-01 posted at <a href="http://admin.state.">http://admin.state.</a> nh.us/purchasing/bids\_posteddte. asp?sort=PostedDate%20DESC or inquire at <u>Real\_Property\_DAS@NH.Gov</u> or (603) 271-7644. Bids are due

Jared Nylund, Administrator Administrative Services

September 30, 2015.

(UL - Sept. 9, 10, 11)