

DEM 08-126



I hereby certify that the foregoing notice was published in The Union Leader and/or New Hampshire Sunday News, newspapers printed at Manchester, N.H., by the Union Leader Corporation on the following dates, Viz: Nov. 10, 2008

(Signed)

Nathalie Lavallee

UNION LEADER CORPORATION

State of New Hampshire,
Hillsborough, SS.

(Dated)

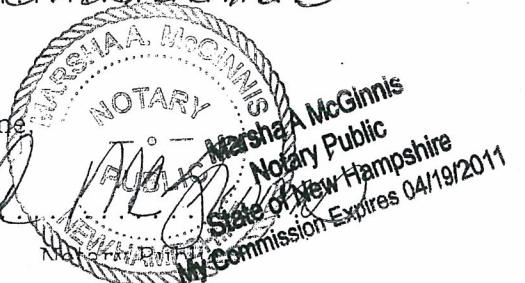
11/20/2008

Subscribed and sworn to by the said

Nathalie Lavallee

Before me

Marsha A. McGinnis



EVALUATION
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claims 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 as the sale is "AS IS, WHERE IS".

The foreclosure sale will be made for the purpose of foreclosure of all rights or 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. The original mortgage instrument may be examined at Taylor, Bean & Whitaker Mortgage Corporation, 1417 North Magnolia Ave., Ocala, FL 34475.

TERMS OF SALE:

A deposit of FIVE THOUSAND DOLLARS 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 successful bidder will be required to execute a Foreclosure 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. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

Mortgage Electronic Registration Systems, Inc.
Present Holder of said Mortgage,
By Its Attorneys,
Orlans Moran PLLC
P.O. Box 962169
Boston, MA 02196
Phone: (617) 502-4100

(UL - Nov. 10, 17, 24)

**ICE
D PROPERTY
NH**

sale of tax-deeded property as identified in

Location	Minimum Bid
49 Hemlock Lane	\$16,100
82 Anderson Pond Road	\$5,900
38 Anderson Pond Road	\$8,600
66 Longwood Drive	\$6,700
48 High Pond Road	\$5,700
400 Road Round the Lake	\$7,400
18 Catamount Road	\$6,200
28 Spring Valley Drive	\$4,700
16 Bobbin Hill	\$5,100
17 Brookridge Drive	\$6,500
17 Hummingbird Hill	\$5,400
35 Walton Heath Drive	\$24,400
13 Troon Drive	\$9,200
34 Greensward Drive	\$8,400

ian Community which is an upscale, private house, cross-country skiing, and much more!

r 10% of the bid price, must accompany each immediately. The successful bidders must close event of default. Each bid should be identified lot must be bid separately.

am, 300 Route 10 South, Grantham, New Hampshire, at 12 Noon, Wednesday, December 10, 2008, 10:00 a.m. and Friday 8 a.m. to 4 p.m.

erest of the town. The Town does not warrant not make representation with respect to title as is - where is, with all faults, and subject to be by deed without covenants. The Board of

Board of Selectmen, Grantham, NH

(132790)
(UL - Nov. 10, 17, 24)

Legal Notice

**THE STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION
DRM 08-126
ORDER OF NOTICE**

On October 24, 2008, the Commission voted pursuant to RSA 541-A to initiate a Readoption with Amendment rulemaking for N.H. Code Admin. Rules Puc 400, specifically Puc 402.49; Definition of "Significant Service Outage" and Puc 431.01, CLEC Regulatory Requirements.

Puc 402.49 is being amended to expand the definition of "Significant Service Outage" in order to include "signaling systems or tandem failures having a statewide impact". This addition will provide clarity to the rule and its sub-sections. Puc 431.01 details the Commission's registration requirements for all Competitive Local Exchange Carriers (CLECs) operating within the State. It describes the forms which need to be completed and the process for obtaining a CLEC authorization number from the Commission in order to provide local exchange services within New Hampshire. The Amendment to the rule is requested in order to remove the word "non-exempt" from 431.01(d) as a result of the passing of SB 386 which repealed RSA 374:22-f and revised RSA 374:22-g to specify "all telephone franchise areas served by a telephone utility that provides local exchange service, subject to the jurisdiction of the commission, shall be non exclusive."

The proposed rules will replace the current Parts Puc 402.49 and Puc 431.01. The current Puc 400, Rules for Telecommunications, are not due to expire until May 10, 2013. A rulemaking notice form (Notice) required by RSA 541-A:6 was filed with the Office of Legislative Services on November 4, 2008. The Notice sets forth a date for the public hearing to be held at the Commission and the deadline for submission of written comments. This notice is appended hereto.

A copy of the Rulemaking Notice will be sent by U.S. Mail to all regulated utilities and to those parties previously requesting notice of rulemakings pertaining to the Rules for Telecommunications. Pursuant to RSA 541-A:6, III, notice may also be provided by public notice advertisement in a publication of daily statewide circulation. The readoption with amendment may be viewed on the Commission website at www.puc.nh.gov,

or copies may be obtained from the Commission as set forth in the Notice.

Based upon the foregoing, it is hereby ORDERED, that a Public Hearing, pursuant to 541-A:11, be held before the Commission located at 21 South Fruit Street, Suite 10, Concord, New Hampshire on December 16, 2008 at 10:00 a.m., and that the deadline for submission of materials in writing or via e-mail shall be December 18, 2008, as set forth in the Notice; and it is

FURTHER ORDERED, that, immediately following the Public Hearing, the Staff of the Commission and any interested parties hold a Technical Session to review the rules, if necessary; and it is

FURTHER ORDERED, that pursuant to RSA 541-A:6,III, the Commission shall undertake a public notice advertisement by publishing a copy of this Order together with the Notice no later than November 14, 2008, in a newspaper with a daily statewide circulation, publication to be documented by affidavit filed with the Commission on or before December 16, 2008.

By order of the Public Utilities Commission of New Hampshire this sixth day of November, 2008.

Debra A. Howland
Executive Director

Individuals needing assistance or auxiliary communication aids due to sensory impairment or other disability, should contact the Americans with Disabilities Act Coordinator, new Hampshire Public Utilities Commission, 21 South Fruit Street, Suite 10, Concord, New Hampshire 03301; 603-271-2431; TDD Access: Relay N.H. 1-

Legal Notice

NOTICE OF FORECLOSURE SALE

Reference is made to a mortgage given by **Muzzev Brook Property Management, Inc.**, a New Hampshire corporation with an address of 11 Pleasant Street, Georges Mills, New Hampshire, 03751 ("the Mortgagor") to Imperial Capital Bank, a California bank with an address of 500 N. Brand Boulevard, Suite 1500, Glendale, California, 91203 ("the Mortgagee"), such mortgage from the Mortgagor is undated but acknowledged on September 29, 2005 and recorded on October 6, 2005, in the Sullivan County Registry of Deeds in Book 1545, Page 0024 ("the Mortgage").

By virtue of the Power of Sale contained in the Mortgage, the Mortgagee, in execution of the power of sale and for breach of the conditions of the Mortgage for nonpayment and other conditions broken, and for the purpose of foreclosing the same, will sell at PUBLIC AUCTION on November 18, 2008 at 2:00 p.m., local time, the premises commonly known as 11 Pleasant Street, in George's Mills, Town of Sunapee, County of Sullivan, State of New Hampshire being all the same premises more particularly described in the Mortgage (the "Mortgaged Premises").

To the Mortgagor or any person claiming a lien on the Mortgaged Premises: 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. Failure to institute such petition and complete such service upon the Mortgagee, or its 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.

Liens and Encumbrances: The Mortgaged Premises shall be sold subject to all liens and encumbrances entitled to precedence over the Mortgage including, but not limited to, a first mortgage held by the Mortgagee, all unpaid municipal taxes, sewer and or water charges and all liens for hazardous waste cleanup asserted by the United States of America, the State of New Hampshire, or any other political subdivision thereof.

Terms of Sale: The sale shall be held on the Mortgaged Premises. To qualify to bid, bidders must place Ten Thousand Dollars (\$10,000.00) on deposit with the attorney for the mortgagee in cash, pre-endorsed certified check or other form of payment acceptable to the Mortgagee prior to the commencement of the auction sale. The deposit shall be waived in the case of the Mortgagee. The deposits placed by unsuccessful bidders shall be returned to those bidders at the conclusion of the sale. The balance of the purchase price must be paid in full by the successful bidder ("Purchaser") in cash or by certified check on or before the forty-fifth (45th) day after the sale, TIME BEING OF THE ESSENCE. If the successful bidder fails to complete the purchase of the Mortgaged Premises in accordance with the preceding sentence, then the Mortgagee may, at its option, retain the all the funds held on deposit in full as reasonable liquidated damages resulting from the successful bidder's failure to perform. Conveyance of the Mortgaged Premises shall be by foreclosure deed. The foreclosure deed shall be delivered to the successful bidder upon the Mortgagee's receipt of the balance of the purchase price. The successful bidder shall execute a memorandum purchase and sale agreement at the conclusion of the auction, failing which, the Mortgagee may (i) take title in its own name or the name of an affiliate; or (ii) offer the Mortgaged Premises to the second highest bidder. The Mortgagee reserves the right to extend the time of closing of the sale to a date not more than sixty (60) days after the date of sale. All real estate transfer taxes shall be paid by the successful bidder.

Exclusion of Warranties: Except for War-

Sale contained in a certain mortgage given by **James Gosselin** and **Lisa E. Gosselin** to Mortgage Electronic Registration Systems, Inc., as Nominee for First Magnus Financial Corporation, dated February 26, 2007 and recorded with the Carroll County Registry of Deeds at Book 2608, Page 811, of which mortgage Mortgage Electronic Registration Systems, Inc. is the present holder, for breach of the conditions of said mortgage and for the purpose of foreclosing, the same will be sold at Public Auction at 1:00 PM on December 2, 2008, on the mortgaged premises located at 81 St. Moritz Street, Moultonborough NH all and singular the premises described in said mortgage, TO WIT:

Two certain tracts or parcels of land, with the buildings thereon, situated in the Town of Moultonborough, County of Carroll, State of new Hampshire, being lots 17 & 18, Block D as shown on plan of "Suissevale at Winnepesaukee", Moultonboro, NH. Amended Section One, T.W. Chesley, Northwood, NH, June 1966 Amended Jan. 1967, recorded at Plan Book 10, Page 39. Together with the right in common with others, to use the ways and common areas of "Suissevale at Winnepesaukee". Subject to restrictions and easements of record, a reservation at all mineral rights by Suissevale, Incorporated, and restrictions applicable to "Suissevale at Winnepesaukee" duly recorded with said Carroll County Registry of Deeds, Book 406, page 411, as amended. Rights and easements granted to the White Mountain Power Company and New England Telephone & Telegraph Company in the instruments recorded in the Carroll County Registry of Deeds in Book 408, Page 234. Rights and easements granted to the White Mountain Power Company and New England Telephone & Telegraph Company in the instruments recorded in the Carroll County Registry of Deeds in Book 418, Page 169. Declaration of Covenants/Restrictions recorded in the Carroll County Registry of Deeds in Book 1658, Page 788, and all recorded amendments thereto. Notes, rights of way, reservations, easements, restrictions, covenants, conditions, and other matters depicted on a plan recorded in Carroll County Registry of Deeds in Plan Book 10, Page 39. For mortgagor's title see deed recorded with Carroll County Registry of Deeds in Book 2608, Page 808.

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 services upon the mortgagee, and upon such bond as the court may require to enjoin the scheduled foreclosure sale.

These premises will be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens, or encumbrances is made in the deed. **TERMS OF SALE:** A deposit of TEN THOUSAND (\$10,000.00) DOLLARS by certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by certified or bank check at ABLITT LAW OFFICES, P.C., 304 Cambridge Road, Woburn, MA 01801, other terms and conditions will be provided at the place of sale. The description of the premises contained in said mortgage shall control in the event of an error in this publication. **OTHER TERMS, IF ANY, TO BE ANNOUNCED AT THE SALE.**

Present holder of said mortgage, Mortgage Electronic Registration Systems, Inc., By Its Attorneys, Sean M. Fitzgerald, Esq., ABLITT LAW OFFICES, P.C., 304 Cambridge Road Woburn, Massachusetts 01801, Telephone (781) 246-8995, Fax: (781) 246-8994, Dated 11/03/2008 (49.0151/Gosselin/11/10/08 11/17/08, 11/24/08/132968)
(UL - Nov. 10, 17, 24)