

DEVINE
MILLIMET

ATTORNEYS AT LAW

NHPUC 24APR14 11:56

April 23, 2014

ABIGALE E. CHESLEY
T 603.695.8713
ACHESLEY@DEVINEMILLIMET.COM**VIA FIRST CLASS MAIL
ELECTRONIC MAIL**Debra Howland, Executive Director &
Secretary
NH Public Utilities Commission
21 S. Fruit Street, Suite 10
Concord, NH 03301Re: DT 14-102; William G. Whalen Complaint Against FairPoint Communications,
Inc. - Rate Increase Dispute

Dear Ms. Howland:

Enclosed for inclusion in the record in the above-referenced proceeding is an Affidavit of
Publication pursuant to the Order of Notice dated April 15, 2014.

Very truly yours,

Abigale E. Chesley
Legal Assistant

HNM:aec

Enclosure

cc: Electronic Service List

UNION LEADER CORPORATION

P O BOX 9513
MANCHESTER, NH 03108

0000047966
DEVINE MILLIMET & BRANCH PA
ATTN: ANN OUELLETTE
111 AMHERST ST
MANCHESTER NH 03101

I hereby certify that the legal notice: (0001091960) DT 14-102
was published in the New Hampshire Union Leader
On:
04/18/2014.

State of New Hampshire
Hillsborough County

Subscribed and sworn to before me this

April 18 day of 2014

Chantal F. Jesmer
Notary Public



Legal Notice

MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY

By virtue of a Power of Sale contained in a certain mortgage given by **Ann A. Clark as Trustee of the Gilbert R. Clark Family Trust of 1906 under Trust Agreement dated July 12, 1996** ("the Mortgage") to Mortgage Electronic Registration Systems, Inc., dated November 16, 2009 and recorded with the Belknap County Registry of Deeds at Book 2610, Page 394 (the "Mortgage"), which mortgage is held by OneWest Bank N.A. F/K/A OneWest Bank, FSB, 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
Monday, April 28, 2014
at
11:00 a.m.

Said sale being located on the mortgaged premises and having a present address of 9 Barnard Ridge Road, Meredith, Belknap County, New Hampshire. The premises are more particularly described in the Mortgage.

For mortgagor(s)' title see deed recorded with the Belknap County Registry of Deeds in Book 1388, Page 356.

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 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 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 March 27, 2014.

ONEWEST BANK N.A. F/K/A ONEWEST BANK, FSB
By its Attorneys,
Joshua Ryan-Polcinski, Esquire,
HARMON LAW OFFICES, P.C.
150 California Street
Newton, MA 02458
(603) 669-7963
201401-0121 - YEL

(UL - April 4, 11, 18)

Legal Notice

MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY

By virtue of a Power of Sale contained in

Legal Notice

MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY

By virtue of a Power of Sale contained in a certain mortgage given by **Adam P. Vassenauburg and Sherry A. Vassenauburg a/k/a Sherry A. Vassenauburg** ("the Mortgage") to Mortgage Electronic Registration Systems, Inc., dated July 23, 2004 and recorded with the Belknap County Registry of Deeds at Book 2071, Page 404 (the "Mortgage"), which mortgage is held by Federal National Mortgage Association ("FNMA"), 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
Monday, May 5, 2014
at
1:00 p.m.

Said sale being located on the mortgaged premises and having a present address of 63 Ridgewood Avenue, Gifford, Belknap County, New Hampshire. The premises are more particularly described in the Mortgage.

For mortgagor(s)' title see deed recorded with the Belknap County Registry of Deeds in Book 1625, Page 215.

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 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 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 April 3, 2014.

FEDERAL NATIONAL MORTGAGE ASSOCIATION ("FNMA")
By its Attorneys,
Adam P. Faria, Esquire,
HARMON LAW OFFICES, P.C.
150 California Street
Newton, MA 02458
(603) 669-7963
201403-0062 - YEL

(UL - April 11, 18, 25)

Legal Notice

MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY

By virtue of a Power of Sale contained in a certain mortgage given by **Wayne Clough**

Legal Notice

MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY

By virtue of a Power of Sale contained in a certain mortgage given by **Stephen Martel a/k/a Steve Martel and Albert A. Martel** ("the Mortgage") to Mortgage Electronic Registration Systems, Inc., dated April 16, 2004 and recorded with the Hillsborough County Registry of Deeds at Book 7219, Page 2991 ("the Mortgage"), which mortgage is held by Mortgage Electronic Registration 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
Monday, April 28, 2014
at
10:00 a.m.

Said sale being located on the mortgaged premises and having a present address of 36 SEBBINS POND DR. BEDFORD, Hillsborough County, New Hampshire. The premises are more particularly described in the Mortgage.

For mortgagor(s)' title see deed recorded with the Hillsborough County Registry of Deeds in Book 5792, Page 23.

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 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 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 March 27, 2014.

FEDERAL NATIONAL MORTGAGE ASSOCIATION
By its Attorneys,
Theresa M. Dydzak, Esquire,
HARMON LAW OFFICES, P.C.
150 California Street
Newton, MA 02458
(603) 669-7963
201301-0806 - PRP

(UL - April 4, 11, 18)

Legal Notice

no later than April 28, 2014. Following consideration of any comments and request for hearing received, the Commission may further extend the effective date of its approval. The Commission's approval of PEU's financing shall become final and effective on April 30, 2014, unless the Commission orders otherwise.
(UL - Apr. 18)

Legal Notice

NOTICE OF MORTGAGEE'S SALE

For breach of the conditions set forth in a certain mortgage dated November 29, 2005 given by **Shelia A. Shoshan-Evans and Ronald A. Evans** to Citifinancial Consumer Services recorded in the Carroll County Registry of Deeds at Book 2484, Page 959, the undersigned being the present holder of said mortgage by assignment to Citifinancial Servicing LLC recorded in said Registry at Book 3133, Page 192, the original of which mortgage is located at Citifinancial Servicing LLC, 300 St. Paul Place, Baltimore, MD 21202 and may be examined there during normal business hours, by virtue of Power of Sale contained in said mortgage, Citifinancial Servicing LLC for the purpose of foreclosing said mortgage, default having been made in the conditions thereof, will sell on the mortgaged premises which are situated at:

1 Blueberry Road, Center Ossipee Carroll County, New Hampshire
all of said holder's right, title and interest in and to the real estate described in said mortgage, at PUBLIC AUCTION on **Friday, the 18th day of May, 2014, at 2:00 P.M. local time.** For mortgagor(s)' title see deed recorded with said Registry at Book 2005, Page 166.

Terms of Sale: Ten Thousand Dollars (\$10,000.00) cash, bank draft or other form acceptable to the said holder, to be paid at the time of the sale, and the balance of the purchase price to be paid within thirty (30) days of the date of sale at the firm of Cunningham, Machanic, Cetlin, Johnson, Harney & Tenney, LLP, Attorneys for said holder, 220 North Main Street, Suite 301, Natick, Massachusetts.

The above-described premises shall be sold subject to all easements, restrictions, municipal or other public taxes, assessments, liens or claims in the nature of liens, outstanding tax titles, building zoning and other land use laws and all permits and approvals issued pursuant thereto, and existing encumbrances of record created prior to said Mortgage. If there be any, said premises are to be sold subject to the right of redemption of the United States of America, if any there be. The successful bidder shall be required to sign a Memorandum of Terms of Sale. Other terms, if any, to be announced at the time and place of sale. The description of the premises contained in said mortgage shall control in the event of error in publication.

The Mortgagee may amend or alter the terms of sale by oral or written notice before or at the auction sale. The Mortgagee may reject and accept bids at its discretion. The auction sale may be canceled or continued to another date or time on notice by the Mortgagee.

NOTICE PURSUANT TO NEW HAMPSHIRE RSA 479:25, 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.

For purposes of the immediately foregoing paragraph, service upon the mortgagor shall mean service upon such holder, Citifinancial Servicing LLC Dated at Natick, Massachusetts this 9th day of April, 2014.

CITIFINANCIAL SERVICING LLC
Present Holder of Said Mortgage.
By its Attorneys,
CUNNINGHAM, MACHANIC, CETLIN, JOHNSON, HARNEY & TENNEY, LLP
By: Dana A. Cetlin

you will be considered in default and the Court may issue orders that affect you without your input.

Sent copies to:
George H. Thompson, Jr., ESQ.
Wells White & Fontaine PC
PO Box 507
Nashua, NH 03061-0507
BY ORDER OF THE COURT

April 11, 2014
Marshall A. Buttrick
Clerk of Court
(UL - April 18, 25; May 2)

Legal Notice

NOTICE OF MORTGAGEE'S SALE

For breach of the conditions set forth in a certain Mortgage dated 10/06/2008 by **John J. Whalen and Elaine B. Roy a/k/a Elaine Whalen** to Citifinancial Consumer Services recorded with the Strafford County Registry of Deeds at Book 3444, Page 986, the undersigned being the present holder of said mortgage by Assignment of Mortgage to Citifinancial Servicing LLC recorded Book 4200, Page 865, the original of which Mortgage is located at Citifinancial Servicing LLC, 300 St. Paul Place, Baltimore, MD 21202 and may be examined there during normal business hours, by virtue of Power of Sale contained in said Mortgage, Citifinancial Servicing LLC for the purpose of foreclosing said Mortgage, default having been made in the conditions thereof, will sell the premises which are situated at:

25 Isabelle Lane, Rochester Strafford County, New Hampshire
and described in said Mortgage, at PUBLIC AUCTION on **Thursday, the 1st of May, 2014, at 11:00 AM** on the premises described in said Mortgage and also hereinafter described, in the **City of Rochester, Strafford County, New Hampshire** terms: Ten Thousand Dollars (\$10,000.00) cash, bank draft or other form acceptable to the said holder, to be paid at the time of the sale, and the balance of the purchase price to be paid within thirty (30) days of the date of sale at the firm of Cunningham, Machanic, Cetlin, Johnson, Harney & Tenney, LLP, Attorneys for said holder, 220 North Main Street, Suite 301, Natick, Massachusetts; the premises being described as follows:

The following: A certain lot or parcel of land with the buildings thereon on the southerly side of Isabelle Lane in Rochester, County of Strafford, State of New Hampshire, being more particularly shown as Lot 42 on a plan of land entitled, Gallagher-Mace Lot, in Rochester, NH by D.R. Pappas, R.L.S., dated August 1979 and duly recorded at the Strafford County Registry of Deeds as Plan 19A-59, said lot being more particularly bounded and described as follows:

Beginning at the Northeasterly corner of Lot 42 herein conveyed on the westerly sideline of a cul de sac of Isabelle Lane at the northwesterly corner of Lot 41 as shown on said plan; thence running S. 50 Deg. 39 Min. 10 Sec. W. along the northerly sideline of said Lot 41 a distance of 510.5 feet to a stone wall at land now or formerly of Thing; thence turning and running N 39 Deg. 38 Min. 12 Sec. W. a distance of 290.0 feet along land of said Thing and a stone wall and a barbed wire fence to a point at other land now or formerly of John J. Bayman and Drury J. Gallagher; thence turning and running N 50 Deg. 39 Min. 10 Sec. E. along the said right of way a distance of 230.1 feet to a cul de sac on the northerly sideline of Isabelle Lane; thence turning and running along a curve to the left with a radius of 60.9 feet, an arc distance of 96.01 feet along the northerly sideline of a cul de sac of Isabelle Lane to the point of beginning.

Being the same property conveyed by fee simple deed from Stanley S. Stevens Single

Legal Notice

The State of New Hampshire, Department of Administrative Services, is seeking proposals from qualified vendors to provide consulting services for the State's health benefit program. Specifications may be obtained at <http://www.admin.state.nh.us/purchasing>, RFPI608-14. To qualify, proposals must be submitted to the Bureau of Purchase and Property no later than 2:00 p.m. on June 3, 2014.

Tammy Nelson
Administrative Services
(UL - April 16, 17, 18)

Legal Notice

THE STATE OF NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION

DT14-103

WILLIAM G. WHALEN
Complainant Against FairPoint Communications, Inc.

Rate Increase Dispute ORDER OF NOTICE

On March 24, 2014, William G. Whalen (Whalen) filed a complaint with the Commission against FairPoint Communications, Inc. (FairPoint), regarding rate increases reflected in bills received from FairPoint with respect to two landline services provided to his residence, one of which is on FairPoint's Measured Service and the other on FairPoint's Unlimited Local Service. Whalen claims that the Measured Service rate was \$6.06 last year and has increased to \$10.35, reflecting an increase of 70%, and that the Unlimited Local Service rate was \$14.59 last year and has increased to \$18.68, reflecting an increase of 30%. In each case, the FairPoint rate increase exceeds the 10% annual cap applicable to telephone "basic service" under RSA374:22-p.VIII (b). Whalen's complaint was forwarded to FairPoint by the Commission's Consumer Affairs Division, with a request that FairPoint respond to the allegations in the complaint.

On April 2, 2014, a member of FairPoint's escalation group provided a response by electronic mail to Whalen's complaint. FairPoint maintained that neither of the lines serving Whalen's residence provide basic service because, with two landlines serving the home, Whalen does not have "single-party, single line voice service," a necessary element of "basic service" as defined in RSA 374:22-p. I (b). According to FairPoint's response, FairPoint "treats qualifying single lines as basic service," and Whalen has two lines and therefore no longer has single line service at this location. As such, each of the two lines is considered "nonbasic," and the annual rate caps set forth in RSA 374:22-p. VIII (b) are not applicable to Whalen's services.

The Commission will set this matter for hearing on May 7, 2014 at 10:00 a.m. In preparation for the hearing, FairPoint is directed to file within 10 business days a written statement of its position regarding Whalen's complaint, addressing the following specific questions:

In the event Mr. Whalen discontinued either one of the two lines to his home, would FairPoint consider the remaining line, basic service?
If FairPoint would not consider either of these lines basic service if the other were discontinued, please identify each and every reason why the line would not, in FairPoint's opinion, be basic service.
Identify where on your publicly available website the rates, fares, charges, prices, terms and conditions of basic service are described, pursuant to RSA 378:1-a.
Produce copies of any and all filings made pursuant to RSA 374:22-p. VIII (c) regarding the rate for FairPoint's basic service.

Whalen's complaint and subsequent docket filings, other than any information for which confidential treatment is re-