

Cheshire County Sheriff's Office

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NOTICE OF SHERIFF'S SALE PURSUANT TO RSA 529

By virtue of the authority provided by New Hampshire RSA Chapter 529, and pursuant to a Writ of Execution (the "Writ") issued in favor of Hidden Lake Association (which may be referred to sometimes hereafter as the "Association") in a civil action entitled Hidden Lake Association v. Seth W. Ashworth and Frances Graf, Cheshire Superior Court, Docket No. 213-2023-CV-00079 (the "Action"), as well as a lien or liens recorded (the "Lien(s)"), the Cheshire County Sheriff's Office, acting at the behest of Hidden Lake Association, with an address of PO Box 224, Stoddard, NH 03464, will sell at PUBLIC AUCTION, all of the right, title, right in equity and right to redeem said equity of Seth W. Ashworth and Frances Graf in and to premises consisting of a Lot, as well as the interests, and the right to redeem said interests, of said Seth W. Ashworth and Frances Graf in the common area and/or limited common area appurtenant to said Lot #107-11.1 being located within, and as part of, Hidden Lake Association in said Stoddard (the "Premesis").

I. The Date, Time, and Place of Sale:

The sale shall take place on Tue. Oct. 29, 2024, at 11:00 a.m. at the Premesis.

II. Description of Premesis to be Sold:

See attached Property Description of the Premises at Schedule A hereto.

III. Street, Town, and County of Premises:

The Premises is located on Wood Lot Lane, Lot #107-11.1, Hidden Lake Association, Stoddard, Cheshire County, NH 03464.

IV. Terms of Sale:

The successful bidder shall be required to pay a deposit of ten percent (10%) of the sale price, in the form of cash, bank draft or certified check made payable to the Cheshire County Sheriff's Office immediately following the sale (the "Deposit"). At the option of the Association, the successful bidder(s) shall also be required to execute a memorandum of purchase and sale immediately following the sale. The balance of the purchase price shall be paid in the form of cash, bank draft or certified check made payable to the Cheshire County Sheriff's Office within ten (10) days following the date of sale.

"Committed to Serving the People of Cheshire County"

The Premises to be sold at the sale shall be sold "AS IS," "WHERE IS," and subject to unpaid taxes, prior liens, or other enforceable encumbrances of record, if any, entitled to precedence over the Writs and/or Lien(s). The Premises shall be sold subject to any state of facts which an accurate ground survey may reveal, and all federal, state and local ordinances, regulations, statutes and rules, including but not limited to statutes, regulations, rules, and ordinances pertaining to or relating to zoning, subdivision, environmental matters and buildings. The Association makes no representations or warranties with respect to the accuracy of any statement as to the boundaries, acreage, frontage or other matters contained in the description of the Premises in Schedule A hereto. The Premises to be sold is further subject to those easements, restrictions and encumbrances, if any, described in the Property Description attached hereto, or in any instrument relating to or affecting the Premises which is recorded, or may be recorded, at the Cheshire County Registry of Deeds.


V. **Further Information:**

The principal amount of the obligation claimed by the Association with respect to this sale is \$11,267.52, less any payments by Seth W. Ashworth and Frances Graf to the Association to date made on and for the judgment, or on and for the judgment as of the date of the sale hereunder, as such payment or payments may be applied to the indebtedness which forms the basis for the sale hereunder. In addition, the Association may claim and be entitled to recover costs and expenses associated with the sale in a yet undetermined amount including, but not limited to, publication costs, legal fees and expenses, and other costs and expenses for which recovery is permitted by applicable New Hampshire law. Further, the Association may be liable to pay the Cheshire County Sheriff's Office certain costs and expenses associated with the sale including, but not limited to, travel costs, publication costs and "poundage" in accordance with New Hampshire RSA 529, all of which may be charged against the proceeds resulting from the sale of the Premises.

The Association makes no representation(s) as to the existence or non-existence of any Federal tax, real estate tax, or any other lien or encumbrance affecting the Premises, nor any representation(s) as to whether or not any Internal Revenue Service district office may have issued any lien affecting the Premises. No copy of any such lien or encumbrance, nor any information relating to any lien or encumbrance, is enclosed or included with this Notice, to the extent such lien or information exists, and any and all potential purchaser(s) at the sale must and shall independently ascertain the status of title to and of the Premises including, but not limited to, the existence or non-existence of any and all liens, encumbrances, or other matters or things affecting the Premises.

For further information with respect to the sale, contact Gary M. Daddario, Esquire, Marcus, Errico, Emmer & Brooks, P.C., counsel for the Association, 32 Daniel Webster Highway, Suite 12, Merrimack, NH 03054, (603) 420-9475.

Dated: Sept. 17, 2024



Chief Deputy Caleb Dodson
Cheshire County Sheriff's Office

SCHEDULE A

A certain tract of land in Stoddard, County of Cheshire and State of New Hampshire more particularly described as follows:

Lot 302, Sheet #34 situate on Highland Lake, Stoddard, N.H. as shown on Plan entitled, "Hidden Lake Development, dated December 6, 1971, revised, scale 1" = 100 Ft.", recorded in Cheshire County New Hampshire Registry of Deeds, on January 11, 1972, Plan Book 42, Page 62.

Also conveying all rights and easements to Bernie Grimard and Barbara Grimard by deed of Stoddard Development Corporation dated March 21, 1980 recorded Cheshire County Registry of Deeds, Book 982, Page 79 and conveying the above premises subject to any and all covenants, easements and restrictions set forth to referred to in said deed.

The Lot in question is described as set forth in the Quitclaim Deed recorded on December 1, 2008 with the Cheshire County Registry of Deeds at Book 2544, Page 235, less a portion of said premises which has been previously transferred, see Warranty Deed recorded on July 27, 2015 with the Cheshire County Registry of Deeds at Book 2912, Page 1021.

MEANING AND INTENDING to describe and convey the above described premises being a portion of that conveyed to Seth W. Ashworth and Frances Graf by deed of Wells Fargo Bank, N.A. as Trustee for Option One Mortgage Loan Trust 2007-4 Asset-Backed Certificates, Series 2004-7 dated November 22, 2008, and recorded on December 1, 2008 in the Cheshire County Registry of Deeds in Book 2544, Page 0234.

NOTICE OF HOMESTEAD EXEMPTION PURSUANT TO RSA 529:20-A

IF YOU OR YOUR SPOUSE OWNS AND RESIDES IN THIS PROPERTY, YOU AND/OR YOUR SPOUSE MAY BE ENTITLED TO A HOMESTEAD EXEMPTION PURSUANT TO RSA 480:1. THIS EXEMPTS \$120,000.00 FOR A SINGLE PERSON AND \$240,000.00 FOR A MARRIED COUPLE.

RSA 480:4, IV EXCEPTS FROM HOMESTEAD PROTECTION THE ENFORCEMENT OF LIENS FILED BY HOMEOWNER OR CONDOMINIUM ASSOCIATIONS FOR UNPAID ASSESSMENTS AGAINST THE HOMESTEAD, INCLUDING COLLECTION COSTS.

IN ORDER TO CLAIM THIS EXEMPTION, YOU MUST NOTIFY THE SHERIFF OF THE COUNTY IN WHICH THE REAL ESTATE IS SITUATED AND THE JUDGMENT CREDITOR OF THE AMOUNT OF YOUR HOMESTEAD CLAIM IN WRITING. IF YOU DO SO BEFORE THE SALE, THE SHERIFF MUST PAY YOU THE AMOUNT OF YOUR HOMESTEAD EXEMPTION BEFORE PAYING THE JUDGMENT CREDITOR FROM THE PROCEEDS OF THE SALE. IF, HOWEVER, THE JUDGMENT CREDITOR FILES A MOTION IN COURT CHALLENGING YOUR ENTITLEMENT TO OR THE AMOUNT OF THE HOMESTEAD EXEMPTION, THE SHERIFF SHALL NOT DISTRIBUTE THE PROCEEDS FROM THE SALE UNTIL FURTHER ORDER OF THE COURT.

IF YOU DO NOT NOTIFY THE SHERIFF AND THE CREDITOR OF YOUR EXEMPTION UNTIL AFTER THE SALE, THE CREDITOR NEED NOT PAY YOU THE AMOUNT OF YOUR HOMESTEAD EXEMPTION UNTIL THE EXPIRATION OF THE ONE-YEAR PERIOD DURING WHICH YOU MAY REDEEM THE PROPERTY PURSUANT TO RSA 529:26.

IF THE SHERIFF RECEIVES YOUR NOTICE OF HOMESTEAD EXEMPTION PRIOR TO THE SALE, THE SHERIFF MAY NOT SELL THE PROPERTY FOR LESS THAN THE AMOUNT OF THE CLAIMED HOMESTEAD EXEMPTION WITHOUT FURTHER ORDER OF THE COURT.