

Bennett & Moore Auctioneers & Appraisers

P.O.Box 4010 ♦ Portsmouth, NH 03802 ♦ 603-502-7457

MORTGAGEE'S SALE OF REAL ESTATE At PUBLIC AUCTION

**Real Estate & Personal Property of
THE DOCKSIDE RESTAURANT
Alton Bay, NH**



BUYER'S INFORMATION CATALOGUE

Friday August 23rd at NOON

**Real Estate Auctions ♦ Certified Appraisers
Antiques & Estate Settlement ♦ Commercial, Industrial, Business Liquidations**

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MORTGAGEE'S SALE OF REAL ESTATE

Dear Prospective Bidder – Bennett & Moore Auctioneers have been retained by the Mortgagee to sell at Public Auction this Prime Commercial Property in Alton Bay, NH.

The auction is conducted under the statutory terms & conditions afforded to both the Mortgagee & Mortgagor in the State of NH.

THE DOCKSIDE RESTAURANT, located at the intersection of Route-11 & East Side Drive in scenic & historic Alton Bay.

Please join us at the pre-auction **OPEN HOUSE / Inspection** on Weds. Aug. 21st from 4-6PM.

The real estate will be sold along with all the personal property necessary to run the 80-seat restaurant & bar.

The property is in a high traffic area, centrally located in a busy retail & tourist area.

All interested parties are encouraged to do as much independent research as is necessary to make an educated decision to bid.

Good luck and thank you for your interest.

Our staff is available to assist you.

Stephen P. Bennett NH Lic. #2423

Joseph R. Moore NH Lic. #3072

ATTENDING THE AUCTION

- You will acknowledge that you are entering a potentially dangerous site.
 - It is the Buyers responsibility to watch for holes, protrusions, loose carpeting, wires, wet spots, etc.
 - You agree to hold-harmless the Auctioneer, the Mortgagee & their Attorney's and all other employees, contractors or representatives in the event of an accident.
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AUCTION INFORMATION

Subject Mortgage : Belknap County Registry of Deeds **Book 3553, Page 0115.**

Subject Property : **DOCKSIDE RESTAURANT**, 6 East Side Drive, Alton Bay, NH.

Auction includes **REAL ESTATE & PERSONAL PROPERTY** (restaurant & bar equipment, seating, etc.)

Auction Location : To be held On-site at the property, at **6 East Side Drive, Alton Bay, NH.**

Date of the Auction : Friday August 23rd, 2024.

Auction Time : The bidding / auction will begin promptly at **NOON.**

Registration Time : Starting 1-hour prior to the auction (if permitted).

OPEN HOUSE : The Mortgagor has agreed to allow us to hold an open house for potential buyers.

The date of the Open House is Wed. August 21st from 4PM to 6PM. Or 1-hour prior to the auction.

Deposit : In order to qualify to bid and to obtain a Bidder Number for this auction, a deposit of **\$20,000** is required to be presented to & held by the Auctioneer at the time of registration. Deposits should be in the form Certified Check, cashier's check, treasure's check, or any other form of payment acceptable to the Mortgagee or their representatives. The entire deposit will be credited towards the final purchase price. Deposits of the non-successful bidders will be returned immediately following the auction.

Qualifications of Bidder : The only qualification necessary to bid at this auction is the presentation of the required aforementioned Deposit.

Purchase & Sales Agreement : Immediately upon conclusion of the bidding the successful high bidder will be required to sign the Purchase & Sales Agreement / Memorandum of Sale, as well as any other documents deemed pertinent. A copy of the Memorandum of Sale will be available for review prior to the auction.

Closing : The closing must take place on or before **forty (40)** days after the conclusion of the auction.

Deed : Foreclosure Deed

DISCLAIMER - This property, both real & personal, is being sold "as is". Information contained herein was obtained from sources believed to be reliable. However, this material is subject to errors and omissions and is not guaranteed. No warranty is made as to the accuracy or completeness of this information. No reliance should be placed upon this information. The Auctioneer, the Mortgagee & their Attorney's shall have no liability for any damage arising from such reliance, and the Buyer agrees to Hold Harmless said parties.

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REAL ESTATE INFORMATION

Address : Subject Property : DOCKSIDE RESTAURANT, 6 East Side Drive, Alton Bay, NH.

Tax Map: Alton town reference : Map 033 / Lot 080.

Lot : approx. 0.94 acres.

Road Frontage: approx. 170-foot direct road frontage on East Side Drive, at the intersection of U.S. Route-11.

Town Assessment (for tax purposes) : \$420,000 land & buildings.

Taxes : approx. \$5,500 per year (2024).

Property Taxes : The property taxes are paid through June 30th, 2024.

Sewer : Private - **Water :** City water

Propane Gas - **Heat & A/C :** (3) Ductless mini-splits

Improvements : Building : A 1-story wood-frame building of approx. 3,060-square-foot, configured as an 80-seat restaurant & bar.

Current Configuration: configured & permitted as a **Year-round 80-seat** restaurant & bar.

PERSONAL PROPERTY INFORMATION

The high bid for the real estate will also include the restaurant & bar equipment as shown. Permitted 80-seat Year-round restaurant. A very partial equipment list includes ...

Interior seating for (80) : (8) Bars seats, (8) round high-top tables for 4, (3) round high-top tables for 4, (3) 4-seat booths, assorted single-pedestal 4-tops & 2-tops.

Plus exterior seating for (30) : single pedestal tables & chairs

Restaurant & bar equipment : Manitowoc ice maker, Turbo-Air 3-glass door undercounter cooler, (2) s.s. 3-door under-counter coolers, s.s. 2-door under-counter cooler, s.s. single-door under-counter cooler, (3) Pitco Frialators, Jackson Dish Star under-counter dishwasher, 2-door under-bar tap cooler, sandwich prep unit, Beverage Air 2-door upright cooler, 3-bay pot sink w/ dish board-ends & T&S, 3-bay bar sink, s.s. bar sinks with speed rails, 8-burner gas range & oven, 48-inch griddle, Radiance grille, double-stack Blodgett oven, Accutemp steamer, deli slicer, Robot Coupe, s.s. prep tables, built-in walk-in cooler, etc., etc., etc.

All equipment is sold in "as is" condition.

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TERMS & CONDITIONS

The subject real estate is offered for sale at Public Auction which is subject to the following ...

- All announcements made at the time of the auction will take precedence over any previous statements either printed or oral.
- The Mortgagee reserves the right to, at any time prior to the conclusion of the auction, adjourn, recess, continue, delay, or cancel the sale.
- It is the responsibility of the Bidder to review the Terms & Conditions of the auction and the Purchase & Sales Agreement / Memorandum of Sale prior to executing a bid.
- The sale of the property is NOT subject to financing.
- The property is being sold "as is, as found". The P&S Agreement will NOT be subject to inspections.
- Each bidder expressly acknowledges and agrees that the amount of their bid reflects the "as is, as found" condition of the property.
- No bids will be accepted from un-registered bidders.
- The Auctioneer reserves the right to reject any bid for any reason.
- The Auctioneer will settle any and all disputes. The decision of the Auctioneer is final and binding on all bidders.
- The Auctioneer reserves the right to control the increments of the bids.
- The Auctioneer may execute bids on behalf of any registered bidder that cannot attend the auction and that have met the requirements set forth by the Auctioneer.
- The information contained herein is provided for informational or guide purposes only. No warranties of any kind are made regarding value, condition, habitability, merchantability, or fitness of the property.
- Prospective bidders should make their own investigations and shall rely entirely on their own information and judgement.
- The Auctioneer is acting solely as an agent for the Seller in marketing and negotiations of the sale of this property.



OWNER INFORMATION		SALES HISTORY			PICTURE		
GRP HOLDINGS LLC		Date	Book	Page	Type	Price	Grantor
PO BOX 56		03/20/2019	3226	854	U I 51	152,000	DJC REAL ESTATE
ALTON, NH 03809		02/08/2006	2269	0379	Q I	320,000	PETERSON EDWARD W JR
		11/02/2005	2238	0973	U I 38		DAGGETT LINDA L
		04/29/2005	2166	204	U V 99		DAGGETT LINDA L
		05/10/1991	1169	818	Q I	106,200	HARITAS WILLIAM D
LISTING HISTORY		NOTES					
05/11/21	JBPM	DOCKSIDE RESTAURANT. SEATING CAPACITY: 80 PEOPLE. CAN OPERATE YEAR ROUND. PARTIAL INSULATED KIT AREA BADLY SETTLED SOME DRY/ROT SOME RENOV A 2007 LAECH FIELD EASE REAR LOT IFULL AND TWO 1/2 BATHS HANDI-CAP RAMPS 2007					
11/09/17	SC01	MEASURE+1 VISIT					
07/10/12	TS48	INTERIOR INFO FROM LISTI					
04/26/12	SC53	FIELD REVIEW					
03/25/08	TS13	PERMIT VISIT					
09/19/07	RC01	MEASURE+1 VISIT					
04/11/06	TS00	MEASUR+LISTED					

EXTRA FEATURES VALUATION							
Feature Type	Units	Length x Width	Size Adj	Rate	Cond	Market Value	Notes
COOLER	96		227	20.00	75	3,269	1949
						3,300	
PARCEL TOTAL TAXABLE VALUE							
Year	Building	Features	Land				
2021	\$ 175,400	\$ 3,300	\$ 241,300				
			Parcel Total: \$ 420,000				
2023	\$ 175,400	\$ 3,300	\$ 241,300				
			Parcel Total: \$ 420,000				

LAND VALUATION						LAST REVALUATION: 2021	
Zone:	RC-RES COM W/M WATER	Minimum Acreage:	0.34	Minimum Frontage:	75	Site:	COMMERCIAL Driveway: Road: PAVED
Land Type	COM/IND	Units	0.300 ac	Base Rate	64,333 E	NC	Adj 100 250 100 100 100
			0.300 ac		100		Topography 150 241,300 0 N 241,300 SHAPE
			0.300 ac				Cond 150 241,300 0 N 241,300 SHAPE
							Ad Valorem 241,300 241,300
							SPI R 0 N 241,300 SHAPE
							Tax Value 241,300 241,300
							Notes 241,300 241,300

PICTURE



OWNER

GRP HOLDINGS LLC
PO BOX 56
ALTON, NH 03809

PERMITS

Date	Permit ID	Permit Type	Notes
06/10/20	1039	WOOD DECK	12X22 REMOVABLE DINING
04/18/07	7474	RENOVA-COM	2007 RENOVATION
10/04/00	5369	RENOVA-COM	2000 RENOVATION

TAXABLE DISTRICTS

District	Percentage

BUILDING DETAILS

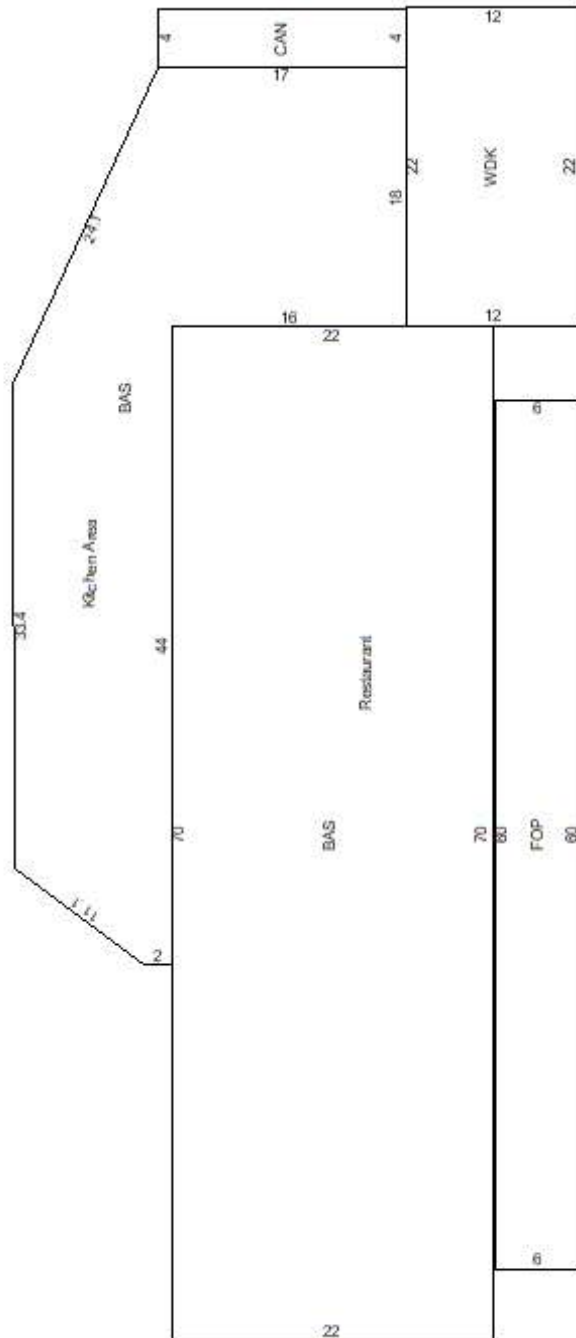
Model: 1 STORY FRAME RESTAURANT
Roof: GABLE OR HIP/ASPH/F GLS/CMP
Ext: CLAP BOARD
Int: PLYWOOD PANEL/DRYWALL
Floor: CARPET/LINOLEUM OR SIM
Heat: OIL/FA NO DUCTS
Bedrooms: Baths: Fixtures:
Extra Kitchens: Fireplaces:
Generators:
A/C: No
Quality: B1 BELOW AVG
Com. Wall: WOOD, 12 FT.
Size Adj: 0.9419 Base Rate: CRS 147.00
Bldg. Rate: 0.6330
Sq. Foot Cost: \$ 93.04

BUILDING SUB AREA DETAILS

ID	Description	Area	Adj.	Effect.
BAS	FIRST FLOOR	2368	1.00	2368
FOP	OPEN PORCH	360	0.20	72
CAN	CANOPY	68	0.20	14
WDK	WOOD DECK	264	0.10	26
		3,060		2,480

2021 BASE YEAR BUILDING VALUATION

Market Cost New: \$ 230,739
Year Built: 1930
Condition For Age: AVERAGE
Physical: 24 %
Functional:
Economic:
Temporary:
Total Depreciation: 24 %
Building Value: \$ 175,400



NOTICE OF MORTGAGEE'S SALE

By virtue of the statutory power of sale contained in a certain mortgage and security agreement given by R HOLDINGS, LLC dated February 1, 2023 to Richard Almeida, an individual having a mailing address of 9 Lakewood Drive, Gilmanton IW, NH 03837, and recorded in the Belknap County Registry of Deeds at Book 3553, Page 115, the subscriber pursuant to and in execution of said power of sale and for breach of conditions of said mortgage and a note which it secures, and for the purpose of foreclosing same, will sell at public auction both the real property and the personal property (business property) on August 23, 2024, at 12:00 in the afternoon on the mortgaged premises at 6 East Side Drive, Alton Bay, County of Belknap, State of New Hampshire, being all and singular the premises described in said mortgage.

Excepting, reserving and subject to all rights-of-way, easements, restrictions, covenants and conditions of record. All further restrictions, conditions, and reservations set forth in said mortgage may be examined by anyone wishing to do so by appointment at the law offices of Flagg Law, PLLC, 93 Middle Street, Portsmouth, New Hampshire.

The above-described premises shall be sold subject to unpaid taxes, prior liens and other enforceable encumbrances which are by law preferred over this mortgage. The mortgagee makes no warranties as to title or priority of lien. The above-described premises shall also be sold on an AS IS and WHERE IS basis, without any warranties whatsoever as to the condition of the premises and shall be sold subject to and without limitation to any and all provisions of the municipal zoning ordinance, state and federal land use regulations and local taxes.

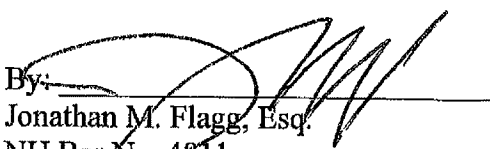
Terms of Sale: \$20,000.00 cash or certified check acceptable to the Mortgagee as down payment towards the purchase price to be paid at the time of sale; balance to be paid in forty days or on delivery of deed, at option of the mortgagee; down payment shall be forfeited to the Mortgagees in the event the highest bidder shall fail to consummate the sale.

THE MORTGAGEE HEREBY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND THE RIGHT TO CHANGE THE FOREGOING TERMS OF SALE BY ANNOUNCEMENT, WRITTEN OR ORAL, MADE BEFORE THE AUCTION SALE, OR AT THE COMMENCEMENT THEREOF, AND SUCH CHANGE OR CHANGES SHALL BE BINDING UPON ANY BUYER AS CONSTRUCTIVE NOTICE BY VIRTUE OF THIS CLAUSE. THE MORTGAGEE FURTHER RESERVES THE RIGHT TO ADJOURN THE SALE TO ANOTHER DATE AND TIME, AFTER NOTICE THEREOF BY ANNOUNCEMENT AT THE TIME OF SALE.

The person conducting this sale shall have the right to qualify each bidder in advance of the sale by inspecting his certified check or cash. For questions regarding the subject property, please contact: Stephen Bennett, NH License No. 2423, of Bennett and Moore Auctioneers and Appraisers at (603) 502-7457 or sbennett999@gmail.com.

NOTICE TO MORTGAGOR AND ALL INTERESTED PARTIES: YOU ARE HEREBY NOTIFIED THAT YOU HAVE THE RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES IS SITUATED WITH SERVICE UPON THE MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORECLOSURE SALE.

Richard Almeida
By his Attorneys,
FLAGG LAW, PLLC

By: 
Jonathan M. Flagg, Esq.
NH Bar No. 4811
93 Middle Street
Portsmouth, NH 03801
(603) 766-6300
jflagg@flagglawfirm.com
Agent for service of process

Dated: July 22, 2024

ADDITIONAL TERMS

1. The successful bidder shall be required to execute a Memorandum of Sale upon acceptance of the bid.
2. The successful bidder shall deposit the required deposit with the Auctioneer which deposit shall be forfeited if, after the premises are sold to him, the bidder shall refuse to execute a Memorandum of Sale, or if, after signing, the bidder does not perform his part of the agreement. In case of forfeiture, the deposit shall become the property of the seller and such forfeiture by the purchaser shall not release him from his agreement.
3. No adjustment shall be made for real estate taxes, assessments, or other municipal charges, liens, or claims in the nature of liens up to the date of delivery of the deed.
4. The title to the premises shall be that which was conveyed by mortgage deed to the mortgagee, and the purchaser shall take title to the premises by the usual deed under power.
5. The premises shall be conveyed subject to any tenants in occupancy and subject to any leases, if any, affecting said premises.
6. No representation is made by the mortgage holder, what, if any, the monthly rental income from such tenancies.
7. Said premises shall be sold and conveyed without representation or warranty as to their condition, construction, or fitness for habitation, or whether they conform to applicable state or local buildings and sanitary codes.
8. No warranty is made as to status of title.
9. If the debtors reinstate anytime up until the moment that the auctioneer/attorney announces that the property is sold, the sale is void whether or not the reinstatement is announced at the sale.
10. Failure of any bidder to consummate the sale shall constitute an assignment of the purchase and sales agreement to the next highest bidder for the amount of their bid, at the sole option of the mortgagee.
11. CLOSING COSTS: Buyer shall pay Seller's counsel, Flagg Law, PLLC, a closing fee of \$350.00 at closing for preparation of seller's documents.

MEMORANDUM OF SALE BY FORECLOSURE

(Foreclosure of Mortgage)

Date: August 23, 2024

Alton Bay, NH

I hereby acknowledge to have this date purchased Mortgagee's Sale at Public Auction for the sum of \$_____ Dollars (\$_____), that certain tract of land with the buildings thereon, and the equipment therein, being situate at 6 East Side Drive, Alton Bay, County of Belknap, State of New Hampshire, described in Notice of Mortgagee's Sale hereto attached and I agree to comply with the terms of the sale as therein stated and with the additional terms as stated by the Auctioneer and hereto annexed, having paid into the hands of the Auctioneer the sum of \$_____ Dollars (\$_____) in accordance with the terms of sale. I hereby agree to forfeit said sum to the Mortgagee should I fail to comply with the remainder of the terms.

The balance of the purchase money is to be paid in cash or certified bank check in accordance with the terms of the sale.

I further agree to pay all of the transfer taxes and all recording fees incurred as a result of this conveyance.

SELLER NOTICES:

Pursuant to New Hampshire RSA 477:4, Sellers hereby provide Buyers with the following notices and, by execution of this Agreement, Buyers acknowledge receipt of said notices:

- a. Radon Gas: Radon gas, the product of decay of radioactive materials in rock, may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or water.
- b. Lead Paint: Before 1977, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present.

I have read the above and agree to be bound by it and other terms of sale as well as the additional terms which are attached to this Memorandum.

