

STATE OF NEW HAMPSHIRE BANKING DEPARTMENT

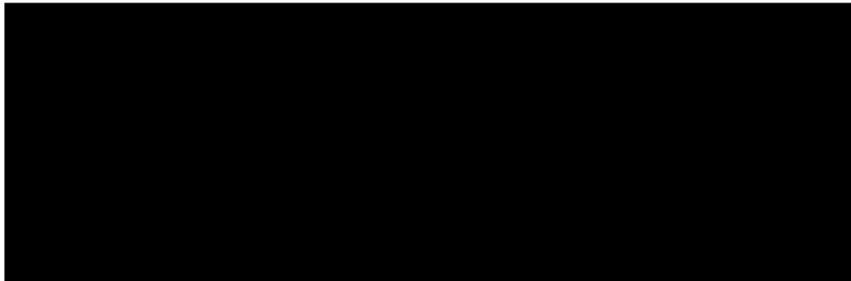
In re the Matter of:) Case No. : 06-263
)
State of New Hampshire Banking)
Department)
PETITIONER,)
)
And)
)
2Amoskeag5 Realty LLC, 2 Maisie5)
Realty I,)
LLC, Walter Bressler III, Sadie Stanhope,)
Michael T. Prieto)
RESPONDENT)

ORDER

The following terms used below shall have the meaning as herein stated:

“Consumer” shall mean each of:

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“Consumer’s Property” shall mean the improved residential real estate formerly owned by the Consumer, as respectively described below, which was conveyed to Respondents, or their nominee, successors, agents or assigns.

“Consumer’s Mortgage” shall mean the mortgage or mortgages granted by the Consumer to a mortgagee with said mortgage recorded prior to the Respondent's Collateral Document.

“Respondent’s Collateral Document” shall mean the instrument titled Mortgage, where the Mortgagee was one of the respondents and which was recorded junior to the Consumer’s Mortgage.

"Respondent's Consideration" shall mean the sum total of the money Respondents received from the sale of the Consumer's Property. In cases where Respondent's Collateral Document was discharged without any payment thereunder received by Respondent and Consumer's Property was conveyed back to Consumer without any payment thereunder received by Respondent, Respondent's Consideration shall be "0".

"Payment to or on behalf of Consumer" shall mean all sums received by the Consumer after the date of recording of the Respondent's Collateral Document arising out of the liquidation of that equity in the Consumer's Property in excess of amounts owed to the Consumer's Mortgage, and all sums paid by Respondents, or their nominee, assigns, successors and agents, to pay off Consumer's Mortgage, to pay Consumer's closing costs and transfer tax at time of sale of the Consumer's Property, and such other money paid to or on behalf of Consumer by Respondents, or their nominee, assigns, successors and agents.

[1] New Hampshire Banking Commissioner finds the activity of the Respondents, including, without limitation, the recording of the Respondent's Collateral Document, to have caused confusion to the Consumer's, and to remedy the same, as an offer and compromise with the Respondents, Respondents agree to the following action as appropriate to the public interest.

(A) 2Maisie5 Realty, LLC shall pay to [REDACTED] ("Consumer") the difference remaining greater than "0" after subtracting the Payment to or on behalf of the Consumer from the Respondent's Consideration, all as relating to and arising from the Consumer's Property located at: [REDACTED], Weare, NH, 03281 the Consumer's Mortgage(s) recorded in Hillsborough County Registry of Deeds at Book [REDACTED], Page [REDACTED] and the Respondent's Collateral Document recorded in said Registry at Book [REDACTED], Page [REDACTED]; said payments and amounts due as corroborated by the above referenced recorded documents and the Settlement Statement referencing the above annexed hereto as Exhibit 1(A).

(B) 2Maisie5 Realty I, LLC shall pay to [REDACTED] ("Consumer") the difference remaining greater than "0" after subtracting the Respondent's Payment to or on behalf of the Consumer from the Consideration, all as relating to and arising from the Consumer's Property located at: [REDACTED], [REDACTED], Strafford, NH 03884 the Consumer's Mortgage(s) recorded in Strafford County Registry of Deeds at Book [REDACTED], Page [REDACTED] and the Respondent's Collateral Document recorded in said Registry at Book [REDACTED], Page [REDACTED]; said payments and amounts due as corroborated by the above referenced recorded documents and the Settlement Statement referencing the above annexed hereto as Exhibit 1(B).

(C) 2Maisie5 Realty I, LLC shall pay to [REDACTED] ("Consumer") the difference remaining greater than "0" after subtracting the Payment to or on behalf of the Consumer from the Respondent's Consideration, all as relating to and arising from the Consumer's Property located at: [REDACTED] Nashua, NH 03062 the Consumer's Mortgage(s) recorded in Hillsborough County Registry of Deeds at Book [REDACTED] Page [REDACTED] and the Respondent's Collateral Document recorded in said Registry at Book [REDACTED] Page [REDACTED]; said payments and amounts due as corroborated by the above referenced recorded documents and the Settlement Statement referencing the above annexed hereto as Exhibit 1(C).

(D) 2Maisie5 Realty I, LLC shall pay to [REDACTED] ("Consumer") the difference remaining greater than "0" after subtracting the Payment to or on behalf of the Consumer from the Respondent's Consideration, all as relating to and arising from the Consumer's Property located at: [REDACTED] Hampton, NH 03842, the Consumer's Mortgage(s) recorded in Rockingham County Registry of Deeds at Book [REDACTED] Page [REDACTED] and Book [REDACTED] Page [REDACTED] the Respondent's Collateral Document recorded in said Registry at Book [REDACTED] Page [REDACTED]; said payments and amounts due as corroborated by the above referenced recorded documents and the Settlement Statement referencing the above annexed hereto as Exhibit 1(D).

(E) 2Amoskeag5 Realty, LLC shall pay to [REDACTED] ("Consumer") the difference remaining greater than "0" after subtracting the Payment to or on behalf of the Consumer from the Respondent's Consideration, all as relating to and arising from the Consumer's Property located at: [REDACTED] Deerfield, NH 03037 the Consumer's Mortgage(s) recorded in Rockingham County Registry of Deeds at Book [REDACTED] Page [REDACTED] and the Respondent's Collateral Document recorded in said Registry at Book [REDACTED] Page [REDACTED] it being acknowledged herein that said difference will be "0" as Respondent is obligated under this agreement to convey Consumer's Property located at [REDACTED] [REDACTED] Deerfield, NH 03037 to [REDACTED] immediately upon execution of this document without Respondent receiving any consideration and without having received any consideration from either [REDACTED] or [REDACTED].

(F) 2Amoskeag5 Realty, LLC shall pay to [REDACTED] ("Consumer") the difference remaining greater than "0" after subtracting the Payment to or on behalf of the Consumer from the Respondent's Consideration, all as relating to and arising from the Consumer's Property located at: [REDACTED] Hampstead, NH 03841 the Consumer's Mortgage(s) recorded in Rockingham County Registry of Deeds at Book [REDACTED] Page [REDACTED] and the Respondent's Collateral Document recorded in said Registry at Book [REDACTED] Page [REDACTED]; said payments and amounts due as corroborated by the above referenced recorded documents and the Settlement Statement referencing the above annexed hereto as Exhibit 1(F).

(G) 2Maisie5 Realty I, LLC shall pay to [REDACTED] ("Consumer") the difference remaining greater than "0" after subtracting the Payment to or on behalf of the Consumer from the Respondent's Consideration, all as relating to and arising from the Consumer's Property located at: [REDACTED] Manchester, NH 03103 the Consumer's Mortgage(s) recorded in Hillsborough County Registry of Deeds at Book [REDACTED] Page [REDACTED] and the Respondent's Collateral Document recorded in said Registry at Book [REDACTED] Page [REDACTED]; said payments and amounts due as corroborated by the above referenced recorded documents and the Settlement Statement referencing the above annexed hereto as Exhibit 1(G).

(H) 2Maisie5 Realty I, LLC shall pay to [REDACTED] ("Consumer") the difference remaining greater than "0" after subtracting the Payment to or on behalf of the Consumer from the Respondent's Consideration, all as relating to and arising from the Consumer's Property located at: [REDACTED] Nashua, NH 03062 the Consumer's Mortgage(s) recorded in Hillsborough County Registry of Deeds at Book [REDACTED] Page [REDACTED] and the Respondent's Collateral Document recorded in said Registry at Book [REDACTED] Page [REDACTED] said payments and amounts due as corroborated by the above referenced recorded documents and the Settlement Statement referencing the above annexed hereto as Exhibit 1(H).

[2] New Hampshire Banking Commissioner finds the activity of the Respondents, including, without limitation, the recording of the Collateral Document, to have caused confusion to the public, and to remedy the same with the following action appropriate to the public interest, the named Respondents, as an offer and compromise, agree to pay to the New Hampshire Banking Commission, as an administrative fine, without finding, the sum of \$10,000.00, payable within thirty (30) days of date of this order; said action being appropriate to the public interest.

[3] New Hampshire Banking Commissioner finds the activity of the Respondents, including, without limitation, the recording of the Collateral Document, to have caused confusion to the public, and to remedy the same with the following action appropriate to the public interest, and the named Respondents, as an offer and compromise, agree that in conducting their business not to further record documents similar to or the same as Respondent's Collateral Document unless the same is a properly allowed First Mortgage or Second Mortgage as the same is defined in RSA 397-A, and then only if the named mortgagee therein is in compliance with the licensing requirements of RSA 397-A, et seq.

