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PUBLIC NOTICE REGARDING THE RESTORATION ADVISORY BOARD (RAB) MEETING  
HELD ON 16 JUNE 2015 AT KITTERY TOWN HALL NSY PORTSMOUTH ME (PUBLIC  
DOCUMENT)  
06/09/2015  
PORTSMOUTH HERALD

# OBITUARIES/NEWS

## Paul T. Cronshaw

DURHAM — Paul T. Cronshaw, 74, of Durham died peacefully Tuesday, June 2, 2015, at his home.

He was born October 30, 1940, in Exeter the son of Thomas and Laura (Stackpole) Cronshaw, graduated from Phillips Exeter Academy in 1958, the University of New Hampshire in 1962 and received his Master's in Education from Harvard in 1966.

After college Paul taught at Phillips Exeter Academy, and then worked for Davidson Rubber Company in Dover where he retired after 30 years.

Members of his family include his two children, Marci Weibel and her husband, Mark and Thomas Cronshaw, all of Sarasota, Florida; granddaughter, Jada Cronshaw and step-grandsons, Michael and Nicholas



Weibel; two brothers, Peter Cronshaw and his wife, Susanne of Rochester and David Cronshaw and his wife, Debra of Summerville, South Carolina; two sisters, Suellen Aines, of Brandon, Vermont and Kathleen Sullivan and her husband, David of Sarasota, Fla., and several nieces, nephews and cousins.

Paul loved his family and friends and was always there to offer support, advice, or a friendly smile.

He loved to have a good time and specifically asked to be remembered in fun and laughter.

A time of visitation for family and friends will be held Friday from 4 to 7 p.m. at the Tasker Funeral Home, 621 Central Ave., Dover.

Please go to [www.taskerfh.com](http://www.taskerfh.com) to sign the on-line guest book.

### STATE NEWS

## Challenge to law banning ballot photos goes before judge

By Rik Stevens  
Associated Press

CONCORD — A federal judge on Monday sounded dubious that a New Hampshire ban on posting photos of voter ballots online was a necessary safeguard against fraud in the information age.

U.S. District Court Judge Paul Barbadoro heard arguments in a lawsuit brought by three people who are under investigation after they posted pictures of their ballots online, including one man who voted for his dead dog because he didn't like any of the candidates. The American Civil Liberties Union took up their cause, saying the ban was an overreaching restriction on free speech.

"I think there is a serious problem with a law that bans the dissemination of truthful, public speech related to a matter of public concern," said Gilles Bissonnette, the legal director for the ACLU's New Hampshire chapter. "This is actually a blanket ban on a certain kind of speech."

State lawmakers who support the bill said someone who wanted to coerce voters could insist on seeing pictures of their ballots to prove how they voted. With the proliferation of ways to share images — including Facebook, Twitter and Instagram — Assistant Attorney General Stephen LaBonte said the legislature had a legitimate concern about voter fraud.

"The ballot has always been considered secret," he said. "This is just the state addressing the new technology."

But under sharp questioning from Barbadoro, LaBonte acknowledged there are no known cases of vote-buying or coercion in New Hampshire.

"It has virtually disappeared in New Hampshire," Barbadoro said.

Barbadoro also chided the notion that a vote-seller would post the evidence publicly and said the "vast, vast, vast majority" of people who posted a photo would be innocent of wrongdoing.

"You think people are going to post a photo on Facebook?" he said, sounding incredulous. "I'm a proud seller of my vote! I just sold my vote for \$25!" At some level, you have to use common sense."

## Sylvia Abrams

RYE — Sylvia "Sibby" Abrams, 87, of Rye, passed away peacefully on Sunday, June 7, 2015.

She was born March 5, 1928, in Boston, Mass., the daughter of the late Dr. William and Grace (Neumann) Basch.

In her earlier years, she grew up in Newton, Mass., and attended Simmon's College. By 1949, she married the love of her life Alan B. Abrams, shortly after they started their family and had three children.

In 1960, they moved to the seacoast area where she was a talented performer from an early age, starting as a lead in many plays at the Stocade Theater in Deerfield, Mass. Sibby continued her successful career as the first female radio personality in the State of New Hampshire, hosting the "Sibby Allen Show" for over 20 years. In those years she also started Star Time at the Oquonquit Playhouse where she interviewed numerous celebrities on opening nights.

Later in her career, she worked for Curt Gowdy traveling to Winter Haven, Florida for the Boston Red Sox preseason reports. She established lasting friendships working alongside many legendary Boston sports icons including Ted Williams, Jimmy Rice, Carl Yastrzemski and many more. Together, Sibby and Alan opened Allen Wayside Furniture in 1964, which today is still owned and operated by her family. Some of her most memorable moments

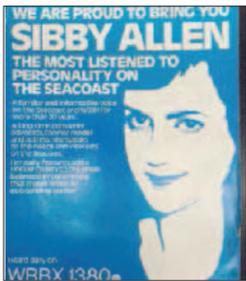
were spent surrounded by her loving family.

Sibby was predeceased by her loving husband Alan, and her eldest sister, Marcia Jamron.

Family members include her children, Jeffrey Abrams and his wife Chris of Portsmouth, Vicki Abrams of Rye, Doug and his wife Jen of Rye, and Shannon Abrams of Greenland, her sister, Willa Fritz of Salem, Mass., grandchildren, Billy Abrams and his wife Kendra, Rachel Abrams and her fiancé Nathan Key, Caley Mannes and her husband Scott, Zachary Abrams and Kelsey Abrams, three great-grandchildren Ella Abrams, Senna Key and Rylee Mannes, many nieces, nephews, and friends along with her devoted dog Toto.

Visiting hours will be from 5-8 p.m. today, Tuesday, June 9, 2015, at the Remick & Gendron Funeral Home-Crematory, 811 Lafayette Road, Hampton. A graveside service will be held at 1 p.m. Wednesday, June 10, 2015, in the Central Cemetery, Central Road, Rye. Relatives and friends are respectfully invited.

In lieu of flowers, donations may be made to the Arthritis Foundation National Office, 1330 W. Peachtree Street, STE 100, Atlanta, Ga. 30309 <https://arthritisfoundation.org> or the NH S.P.C.A., PO Box 196, Stratham, N.H. 03885. Please visit [www.RemickGendron.com](http://www.RemickGendron.com) to view Sibby's memorial website, sign the tribute wall or for directions.



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## CANDIA Woman, 19, killed in Route 101 crash identified

The Associated Press

CANDIA — New Hampshire State Police say a 19-year-old driver has died after her car struck a guardrail and rolled over in Candia.

Police say Jessica McCassie of Fremont, the only person in the car, was driving east on Route 101 at about 6 p.m. Sunday. After hitting the guardrail, the vehicle crossed over two lanes of travel and rolled over in the center median.

Police said she was ejected from the car and later died of injuries at Elliot Hospital in Manchester.

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Legal Notice

Portsmouth Naval Shipyard Restoration Advisory Board Meeting Tuesday, June 16, 2015 beginning at 7:00 pm at the Kittery Town Hall, 200 Rogers Road Ext, Kittery, ME. Meeting open to the public for discussion and updates on the Environmental Restoration Program activities at the Shipyard.

### Legal Notice NOTICE OF FORECLOSURE SALE

NOTICE IS HEREBY GIVEN that a mortgage foreclosure sale of real estate by public auction will be held as set forth below, for condition broken, pursuant to the power and authority contained in a Mortgage (identified below) given by **NORTHERN TIER REAL ESTATE ACQUISITION & DEVELOPMENT, LLC to CENTRIX BANK & TRUST**, which Mortgage is dated and recorded as set forth below.

Centrix Bank & Trust merged into **EASTERN BANK** effective on October 24, 2014. Eastern Bank is the name of the surviving entity from that merger. Eastern Bank is the present holder of the Mortgage, and is the present Holder of the promissory note and all other instruments and documents that evidence the obligations secured by the Mortgage.

The Premises will be sold by virtue of and in execution of the Power of Sale contained in the Mortgage, and by virtue and in execution of every other power, for condition broken and to satisfy the amounts due under the Mortgage and to foreclose the rights of said Northern Tier Real Estate Acquisition & Development, LLC and all other persons to redeem the Mortgage.

**I. DESCRIPTION OF THE PREMISES.** The premises to be sold, as described in the Mortgage, are a certain tract of land with any buildings thereon situated at **172 Hanover Street, Portsmouth, Rockingham County, NH 03801** as more specifically described in **Exhibit A** of the Mortgage, a copy of which Exhibit A is attached hereto.

**II. DATE, TIME & PLACE.** The foreclosure sale will take place on **Thursday June 25, 2015 at 11:00 AM**, prevailing local time, on the mortgaged premises at 172 Hanover Street in said Portsmouth.

**III. MORTGAGE RECORDING INFORMATION.** The Mortgage that is being foreclosed is that certain Commercial Mortgage dated June 22, 2007 and recorded in Bk. 4814, Pg. 566 of the Rockingham County Registry of Deeds, 10 Route 125, Brentwood, NH 03833 (the "**Mortgage**").

**IV. LOCATION OF ORIGINAL MORTGAGE INSTRUMENT.** The original mortgage instrument may be examined by any interested person between the hours of 9:00 a.m. and 4:30 p.m. on any business day at the offices of Eastern Bank, 195 Market Street, Lynn, Massachusetts.

#### V. TERMS OF SALE:

The highest bidder shall be required to make a non-refundable deposit equal to five percent (5.0%) of the final bid amount, as follows: (1) FIFTY THOUSAND DOLLARS (\$50,000.00) by certified check, treasurer's check or cashier's check will be due at the time and place of said sale. Such deposit must be shown to the auctioneer prior to the commencement of bidding in order for a person to be entitled to bid. The balance of the required deposit must be paid by certified check, treasurer's check, cashier's check or wire transfer on or before **Thursday July 2, 2015 at 3:00 PM**, prevailing local time. All deposits shall be payable to: "Rudolph Friedmann LLP", 92 State Street, 4<sup>th</sup> Floor, Boston, MA 02109. Wire instructions are available upon request.

The balance of the purchase price shall be paid in full by certified check, treasurer's check, cashier's check or wire transfer upon delivery of a foreclosure deed within Forty Five (45) days after the date of the foreclosure sale.

The successful bidder will be required to sign, at the public auction immediately after the close of the bidding, a Memorandum of Sale containing the above terms and any additional or amended terms announced at the public auction. The Memorandum of Foreclosure Sale will be available for review at the foreclosure sale or by prior request to the office of Rudolph Friedmann LLP, 92 State Street, Boston, MA 02109 (617) 723-7700.

In the event that any successful bidder shall default under the terms of this notice and/or the terms of said Memorandum of Sale, or fails to complete the purchase of the Mortgaged Premises in accordance with the above conditions, time being of the essence, then the Mortgagee will be entitled to retain the entire deposit in full as liquidated damages resulting from the successful bidder's failure to complete the purchase and, in such event, the Mortgagee reserves the right to purchase the Mortgaged Premises in its own name, or in that of a nominee, or to sell the Mortgaged Premises by foreclosure deed to the next highest bidder therefor, all at the next highest amount bid therefor at the public auction, as it shall determine in its sole discretion.

**THE MORTGAGED PREMISES WILL BE SOLD AS IS, WHERE IS, AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE**, and 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 the Mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made herein or in the Mortgage, and subject to any existing tenants, tenancies or persons in possession and rights or claims in personal property installed by tenants or former tenants now located on the premises.

The successful high bidder will be responsible for paying all recording fees and transfer taxes due by reason of this sale or the foreclosure deed to be given pursuant to this sale.

**THE MORTGAGEE RESERVES ALL RIGHTS INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO BID AT THE SALE, TO CONTINUE, POSTPONE OR CANCEL THE SALE, TO REJECT ANY AND ALL BIDS, AND TO ALTER, AMEND OR MODIFY THE TERMS, CONDITIONS OR PROCEDURE FOR THE PROPOSED SALE, EITHER ORALLY OR IN WRITING, BEFORE OR AT THE TIME OF THE PROPOSED SALE, IN WHICH EVENT SUCH TERMS AS ALTERED, AMENDED OR MODIFIED SHALL BE BINDING ON ALL BIDDERS AND INTERESTED PARTIES.**

**VI. RIGHT TO PETITION.** 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.

By:

Rudolph Friedmann LLP  
Attorney for the mortgagee  
By: Joseph W. Worthen, II, Esq.

#### Exhibit A

A parcel of land with the buildings thereon located on Hanover Street, in Portsmouth, County of Rockingham and State of New Hampshire, bounded and described as follows:

BEGINNING at a point contiguous to land now or formerly of Christopher Alvord on the sidewalk on the Southerly side of Hanover Street; thence running North 46° 35' 10" East by said sidewalk on the Southerly side of Hanover Street a distance of 20.37 feet to a point; thence turning and running North 53° 42' 55" East by said sidewalk a distance of 79.49 feet to a point in Vaughn Street; thence turning and running South 27° 34' 50" East by said Vaughn Street a distance of 35.62 feet to a point by Lot 3 now or formerly of William R. Richards; thence turning and running South 53° 51' West a distance of 74.45 feet to a point; thence turning and running by land now or formerly of William R. Richards South 53° 36' 35" West a distance of 24.81 feet to a point at land now or formerly of Christopher Alvord; thence turning and running by land now or formerly of said Alvord North 28° 31' 25" West a distance of 32.86 feet to the place of beginning; all as shown as Lot 1 and 2 on a recorded plan marked "Subdivision of Land in Portsmouth, New Hampshire for R. Richards by J.W. Durgin, Inc. 26 February 1979" and as Lot 2 on a recorded plan marked "Lot Line Revision Portsmouth, New Hampshire for William R. Richards" by John W. Durgin Associates, Inc. dated June 6, 1979. Included in this conveyance are the rights, if any, of New England Telephone in a 50 foot passageway on the Westerly side of the herein conveyed premises.

Also hereby conveying to the Grantee, its successors and assigns, is a right of way to be used in common with others for motor vehicle access and pedestrian access to the Westerly side of the building located on the parcel of land hereby conveyed, said right of way to be twenty (20) feet in width beginning on the Southerly side of Hanover Street and running Southerly along the Westerly boundary of the parcel hereby conveyed to a line being an extension of the Southerly boundary of the parcel hereby conveyed; all as shown on as "Passage Way 20 feet wide" on the 1956 plan marked "Plan of lot 172 Hanover Street, Portsmouth, New Hampshire February 1956 John W. Durgin Civil Engineer" as recorded in the Rockingham County Registry of Deeds. This right of way is subject to a condition subsequent, the terms of which appear in Warranty Deed of William R. Richards to Frank Brenton, et als., dated July 12, 1979, recorded at Rockingham County Registry of Deeds, Book 2343, Page 899.

The conveyed premises are subject to two utility easements to the City of Portsmouth for water and care of brick planters as recorded in the Rockingham County Registry of Deeds at Book 2335, Page 1914 and Book 2335, Page 1913.

Being the same premises conveyed to Peter Lukas Trustee of B & L Portsmouth Realty Trust by deed of Frank Brenton, Edward A. Beevers and Peter Lukas dated October 25, 1979 and recorded in the Rockingham County Registry of Deeds at Book 2352, Page 0425. See Appointment of Trustee dated June 16, 1998 and recorded in said Registry at Book 3302, Page 2249.

Another certain parcel of land with the buildings thereon on Hanover Street, in Portsmouth, County of Rockingham, State of New Hampshire bounded and described as follows:

BEGINNING at a point contiguous to land now or formerly of Frank Brenton, et als., known as Lot 2, on the Southerly side of Hanover Street being the Westerly corner of the herein conveyed premises known as Lot 3; thence running North 53° 36' 35" East by said Lot 2 now or formerly of Frank Brenton, et als., a distance of 24.81 feet to a point; thence turning and running North 53° 51' East by said Lot 2 now or formerly of Frank Brenton, et als., a distance of 74.45 feet to a point in Vaughn Street; thence turning and running South 27° 34' 50" East by said Vaughn Street a distance of 26.52 feet to a point by land now or formerly of Christopher Alvord; thence turning and running South 61° 34' 40" West a distance of 78.66 feet by land now or formerly of Christopher Alvord to a point by land now or formerly of Christopher Alvord; thence turning and running by land now or formerly of Alvord South 49° 27' 35" West a distance of 19.70 feet by land of said Alvord to an alleyway owned by said Alvord; thence turning and running North 28° 31' 25" West by said alleyway now or formerly of Alvord a distance of 17.20 feet to the point of beginning. All as shown as Lot 2 on a recorded plan marked "Subdivision of land in Portsmouth, NH for R. Richards by J. W. Durgin, Inc. 2/26/79" and as Lot 2 on a plan marked "Lot Line Revision, Portsmouth, NH for William Richards by John W. Durgin, Associates, Inc. dated 6/6/79." recorded in Rockingham County Registry of Deeds as Plan #C-8805 on July 2, 1979. Included in this conveyance are the rights, if any, of New England Telephone in a 50 foot passageway on the Westerly side of the herein conveyed premises.

There is also hereby conveyed to the Grantee, its successors or assigns, a right of way to be used in common with Christopher Alvord and his heirs and assigns for motor vehicle access and pedestrian access to the Westerly side of the building located on the parcel of land being conveyed by this deed, said right of way to be twenty (20) feet in width beginning on the Southerly side of Hanover Street and running Southerly along the Westerly boundary of Lot 2 and the parcel being conveyed by this deed to a line being an extension of the Southerly boundary of the parcel being conveyed by this deed. Said right of way is located in the area shown as "Passage Way 20 feet wide" on the 1956 plan marked "Plan of Lot 172 Hanover Street, Portsmouth, New Hampshire, February 1956, John W. Durgin, Civil Engineer", as recorded in Rockingham County Registry of Deeds. The Grantee, her successors or assigns shall not obstruct said right of way, by means of a parked vehicle or otherwise, for longer than one (1) hour without the written consent of Christopher Alvord, his heirs or assigns. Christopher Alvord and his heirs and assigns have the right to petition the Rockingham County Superior Court for enforcement of the condition of this right of way, and shall be entitled to reimbursement from the Grantee, her successors or assigns, of all costs, including reasonable attorneys fees if they prevail in said enforcement.

This conveyance is made subject, however, to the rights specified as reserved and excepted in the deed to said New England Telephone and Telegraph Company by Abbie F. Margeson and R. Clyde Margeson, dated June 30, 1928, recorded in Rockingham County Registry of Deeds, Book 840, Page 128.

**RESTRICTIVE COVENANTS:** A) This property may not be used directly or indirectly, for the sale of furniture, carpet or bedding without the written consent of Christopher Alvord, his heirs or assigns. B) The herein conveyed premises are subject to the terms of a lease for Air Conditioning Equipment on the premises between William R. Richard and Christopher Alvord dated April 13, 1979, and terms of said lease shall be binding upon the Grantee, her successors and assigns. C) The conveyed premises are subject to a white water easement for the natural run-off of ice, snow and water from the contiguous Margeson Furniture buildings and said Lot 2.

