

NOTICE OF PUBLIC SALE

Pursuant to the provisions of 12 VSA §4961, *et seq* and by virtue and in execution of the Power of Sale contained in certain Mortgages given by Daniel Mandich to Connecticut River Bank, N.A., dated (i) June 9, 2009 and recorded in the Town of Westminster Land Records in Book 165 at Page 484, on June 9, 2009 and (ii) February 26, 2010 and recorded in the Town of Westminster Land Records in Book 169 at Page 32 ("Mortgages"), of which Mortgages Connecticut River Bank, N.A., ("Mortgagee") is the present holder; Mortgagee hereby gives notice of public sale pursuant to 12 VSA § 4965.

TIME AND PLACE OF SALE: For breach of the conditions of said Mortgages and for the purpose of foreclosing said Mortgages, the property described in said Mortgages will be sold at public auction at **11:00 AM** on **March 8, 2018** at the property, being located at 52 Seafood Lane, Westminster, Vermont. Bidders may participate by phone but to do so must contact James R. St. Jean, Auctioneers prior to the date of sale and comply with all terms of sale.

REAL PROPERTY DESCRIPTION: The land and premises known as 52 Seafood Lane, Westminster, Vermont. Being all and the same land and premises conveyed to Daniel Mandich and Renee G. Mandich by Warranty Deed dated September 11, 1997 and recorded in Book 105 at Page 64 of the Town of Westminster Land Records to which deed and the record thereof reference is hereby made for a more particular description.

TERMS: To be eligible to bid prospective bidders must present \$10,000.00 (by way of cash, certified check, cashier's check or treasurer's check) to the auctioneers on or before the day of sale. The highest bidder will be required to deposit (by way of cash, certified check, cashier's check or treasurer's check the sum of Ten Thousand and 00/100 Dollars (\$10,000.00)), with the deposit to be increased to 10% of the sale price within five (5) days of the public sale, and to sign a no contingency Purchase and Sale Agreement at the time of the public sale. Cash or wire transfer at the time of closing, which shall occur on or before April 12, 2018. Failure to pay the balance of the purchase price when due will result in the loss of the deposit which shall be applied to cover the expenses of sale and any subsequent sale, with any amount remaining to be retained by Mortgagee as liquidated damages.

The real estate shall be sold subject to any outstanding Town of Westminster real estate taxes and all municipal assessments and any fire district assessments/charges (delinquent and current, with all penalties and interest) and all liens of record, restrictions, easements, improvements, covenants, rights, encumbrances, and matters of any kind and every nature which may take precedence over the lien of the mortgage and interest of Mortgagee being foreclosed. The Mortgagee has the right to credit bid at the sale without producing any deposit.

The property will be sold, "**AS IS, WHERE IS, WITH ALL FAULTS**" (known or unknown), with no representations or warranties of any kind whatsoever, to the highest bidder.

Purchaser takes all defects and risks associated with or connected to the property being sold, including but not limited to all risks associated with the following:

- a. Subject to such facts as an accurate survey and physical inspection of the premises may reveal.
- b. Subject to easements, restrictions, agreements and all documents of record, if any.
- c. Subject to unpaid taxes, assessments, water and sewer liens, if any.
- d. Subject to the rights of tenants and other occupants, if any.

- e. Subject to state and municipal ordinances, statutes and regulations, including zoning ordinances.
- f. Subject to all liens of record, equitable or otherwise, whether or not filed.
- g. Subject to all violations, if any, of environmental laws, rules and regulations of the State of Vermont, the United States of America, and any political subdivision thereof, whether or not of record.
- h. Subject to any defects or problems associated with the real estate or the improvements thereon.
- i. Subject to all violations, if any, other than environmental in nature, of laws, rules and regulations of the State of Vermont, the United States of America, and any political subdivision thereof, whether or not of record.

It is up to each bidder to perform its own due diligence with respect to the property prior to the public sale that a bidder deems sufficient. Other terms to be announced at the sale (James R. St. Jean, Auctioneer – 603-734-4348), or inquire of the undersigned counsel for Mortgagee.


RIGHT TO REDEEM: The mortgagor and all junior lienholders are entitled to redeem the property at any time prior to the sale by paying the full amount due under the Mortgages, including the costs and expenses of the sale.

RIGHT TO PETITION THE COURT: The mortgagor and all junior lienholders are hereby notified that at any time before the foreclosure sale, the mortgagor and all junior lienholders have a right to petition the civil division of the superior court for the county in which the mortgaged property is situated, with service upon the Mortgagee, and upon such bond as the court may require, to enjoin the scheduled foreclosure sale. Failure to institute such petition and complete service upon the foreclosing party, or the party's agent, conducting the sale prior to sale shall thereafter bar any action or right of action of the mortgagor or any junior lienholder based on the validity of the foreclosure, the right of the Mortgagee to conduct the foreclosure sale, or compliance by the Mortgagee with the notice requirements and other conditions of Section 4965 of Title 12. An action to recover damages resulting from the sale of the mortgaged property on the date of the sale may be commenced at any time within one year following the date of the sale, but not thereafter.

Mortgagee reserves the right to cancel or postpone the public sale at any time.

MASCOMA SAVINGS BANK, fsb

By: Pratt Vreeland Kennelly Martin & White, Ltd.

by: 
/s/ John J. Kennelly
John J. Kennelly, Esq., Mortgagee's Counsel
(signed per 12 VSA §4952(e))
64 North Main Street
P.O. Box 280
Rutland, VT 05702-0280

Date: January 4, 2018