

STATE OF VERMONT

SUPERIOR COURT  
Windsor Unit

CIVIL DIVISION  
Docket No. 18-1-19 Wrcv

MASCOMA BANK,  
Successor in Interest by Merger to  
Connecticut River Bank, N.A.  
Plaintiff

vs.

KEVIN N. STEWART, ADMINISTRATOR,  
OF THE ESTATE OF JAMES L. STEWART; et al,  
Defendants

**NOTICE OF FORECLOSURE SALE**

By virtue and in execution of the Power of Sale contained in a certain Mortgage Deed given by James L. Stewart to Connecticut River Bank, N.A. n/k/a Mascoma Bank ("Bank"), dated October 12, 2006 and recorded in Book 381, at Page 296 in the Town of Springfield Land Records ("Mortgage"), for breach of the conditions of said Mortgage and for the purpose of foreclosing the same will be sold at Public Auction at **1:00 PM on June 5, 2019**, at the site of the real property with an address of 8 Maple Street, Springfield, Vermont, all and singular the premises described in said Mortgage:

TO WIT:

Being all and the same lands and premises conveyed to James L. Stewart by Partial Decree of Distribution from the Estate of Dorothea Louise Stewart, dated September 28, 2006 and recorded on October 12, 2006 in Book 381, Page 293 of the Town of Springfield Land Records. Said lands and premises are more particularly described as follows:

"Being all remaining lands and premises located at 8 Maple Street, North Springfield, Vermont, as were conveyed to Guy Wyman and Frances Wyman, husband and wife, both now deceased, and Leonard G. Stewart (deceased) and Dorothea Stewart, husband and wife, with rights of survivorship and not as tenants in common, by Quit Claim Deed of Verna M. Basso dated September 30, 1961 and recorded in Book 59, Page 547 in the Springfield Land Records. Reference is also made to the Deed recorded in Book 59, page 135."

Reference is hereby made to the above-mentioned instruments, the records thereof, and references therein made, and their respective records and references, and the Judgment and Decree of Foreclosure by Judicial Sale issued March 19, 2019 in further aid of this description.

Terms of Sale. The property will be sold in its entirety to the highest bidder as a single unit. 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.

The public sale of the Mortgaged Property will be "**AS IS, WHERE IS, WITH ALL FAULTS**" (known or unknown), with no representations or warranties of any kind whatsoever, with the purchaser taking all defects and risks associated with or connected to the property being sold, and all liens of record, restrictions, easements, improvements, covenants, tenancies, rights, encumbrances, and matters of any kind and every nature which may take precedence over the lien of the mortgage being foreclosed.

The high bidder is responsible for the payment of the property taxes and municipal assessments, and any fire district taxes (delinquent and current, with all penalties and interest as of the date of closing on the sale of the property after confirmation of the sale by the Vermont Superior Court).

In order to qualify to bid at the public sale, at the time of sale, interested persons, other than from the mortgagee, must present to the auctioneer a deposit of \$10,000 in the form of cash, a bank treasurer's check, or certified funds. The deposit is subject to forfeiture. The mortgagee has the right to credit bid at the sale without producing any deposit. The remaining balance of the purchase price shall be paid in good funds at closing, to occur within thirty (30) days of the public sale or within ten (10) days of Court Confirmation of the Sale by the Vermont Superior Court, Windsor Unit, Civil Division, whichever is later. The sale is subject to confirmation by the Vermont Superior Court, Windsor Unit, Civil Division. The successful bidder, other than the mortgagee, will have to sign a purchase and sale agreement at the conclusion of the public sale. If the Plaintiff makes the highest bid, Plaintiff shall be required to pay cash or certified funds only to the extent that its bid is in excess of the sum due it by the Defendant Mortgagor up to the date of sale under the Judgment and Decree and the costs and expenses of the sale.

The person holding the public sale may, for good cause, adjourn the sale one or more times for a total time not exceeding 30 days, by announcement of the new sale date to those present at each adjournment or by posting notice of the adjournment in a conspicuous place at the location of the sale.

The mortgagor is entitled to redeem the premises at any time prior to the sale by paying the full amount due mortgagee plaintiff, including all costs and expenses of sale.

Other terms to be announced at the time of the sale. Inquiries to auctioneer or mortgagee's counsel.

Sale to be conducted by Vermont licensed auctioneer.

By:  \_\_\_\_\_

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Dated: April 26, 2019

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