

STATE OF VERMONT

SUPERIOR COURT
Windsor Unit

CIVIL DIVISION
Docket No. 24-CV-00046

MASCOMA BANK, f/k/a Mascoma Savings Bank,
Plaintiff

vs.

TAD M. BLAIR, et al,
Defendant

NOTICE OF FORECLOSURE SALE

By virtue and in execution of the Power of Sale contained in a certain Mortgage Deed given by Tad M. Blair to Mascoma Savings Bank ("Bank"), dated September 14, 2017 and recorded in Book 541 at Page 155 in the Town of Hartford 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 **11:00 AM on January 8, 2025**, at the site of the real property with an address of **1004 Jericho Road, White River Junction (Hartford), Vermont**, all and singular the premises described in said Mortgage:

TO WIT:

Being all and the same lands and premises conveyed to Tad M. Blair by Quitclaim Deed from Deborah A. Blair dated September 14, 2017, and recorded on September 20, 2017, in Book 541, Page 153 of the Town of Hartford Land Records.

Being all and the same lands and premises conveyed to Tad M. Blair and Deborah A. Blair by Warranty Deed of Tad M. Blair dated July 14, 2009, and recorded July 29, 2009, in Book 443, Page 151 of the Town of Hartford Land Records.

Being all and the same lands and premises conveyed to Tad M. Blair by Warranty Deed of Michael A. Bettis and Phyllis A. Bettis, Trustees of the Bettis Family Trust u/a May 24, 2001, which deed is dated September 23, 2002, and recorded October 1, 2002, in Book 335, Page 649 of the Town of Hartford Land Records.

Meaning to convey a parcel of land with the buildings thereon, shown as parcel number 08-0034-000 on the survey map of Hathorn Surveys, Inc., Project No. 169502 entitled "Subdivision of Michael and Phyllis Bettis, Jericho Road, Windsor County, Hartford, Vermont dated 6/27/02, prepared by J.E. Nalette and recorded in the Hartford Land Records in Map Cabinet and further described as follows:

Beginning at a point J as shown on the survey map on the westerly side of Jericho Road:

Thence N 66° 19' 31" W a distance of 157.47 feet to a capped rebar to be set;
Thence S 83° 23' 43" W a distance of 456.50 feet to an iron pin;
Thence N 62° 19' 05" W a distance of 391.15 feet to a capped rebar to be set;
Thence N 28° 46' 04" E a distance of 953.05 feet to a capped rebar to be set;
Thence 558° (sic 58°) 42' 31" E a distance of 548.09 feet to a capped rebar to be set;
Thence S 15° 09' 55" W a distance of 231.07 feet to a capped rebar to be set;
Thence S 58° 45' 05" E a distance of 226.21 feet to a capped rebar to be set shown as point H;
Thence along the right of way of Jericho Road a distance of 40 feet plus or minus to point J the place of beginning.

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 April 11, 2024, 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 fourteen (14) 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: /s/ Elizabeth A. Glynn, Esq.

Elizabeth A. Glynn, Esq.

Ryan Smith & Carbine, Ltd.

PO Box 310

Rutland, VT 05702

(802) 786-1065

Attorney for Mortgagee/Plaintiff

Dated: November 14, 2024

9070/28-1414426