

# STATE OF VERMONT

SUPERIOR COURT  
Windsor Unit

Civil Division  
Docket No. 300-7-17 Wrcv

BAYVIEW LOAN SERVICING, LLC

Plaintiff,

v.

BARTON MCGRATH AS EXECUTOR OF THE ESTATE OF IAN MCGRATH  
ELLEN MCGRATH

PORTFOLIO RECOVERY

CREDIGY ASSIGNEE OF FIRST SELECT

GREENTREE FINANCIAL CORPORATION

OCCUPANT residing at 1187 Potash Brook Road

Chester, VT 05143

Defendants.

## NOTICE OF SALE

According to the terms and conditions of the Judgment and Decree of Foreclosure by Judicial Sale (the "Order") in the matter of Bayview Loan Servicing, LLC. v. Barton McGrath as Executor of the Estate of Ian McGrath, et al., Vermont Superior Court, Windsor Unit, Civil Division, 300-7-17 Wrcv, foreclosing one mortgage given by Ian McGrath and Ellen McGrath, to Mortgage Electronic Registration Systems, Inc., as nominee for Lender, dated July 11, 2006 and recorded in Book 100, Page 280 of the Town of Chester Land Records, presently held by the Plaintiff, Bayview Loan Servicing, LLC, via Assignment of Mortgage Agreement dated December 9, 2009 respectively, the real estate with an address of 1187 Potash Brook Road, Chester, VT 05143 will be sold at public auction at 11:00 am on February 26, 2020 at the location of the Property.

Property Description. The Property to be sold is all and the same land and premises described in the Mortgage, and further described as follows:

A certain parcel of land with any buildings thereon situation in Chester, County of Windsor, State of Vermont, bounded and described as follows:

Being all and the same lands and premises conveyed by deed of Robert W. Ulbrich, Trustee to Ian B. McGrath dated April 21, 1997, recorded in Book 80, Page 443 of the Chester Land Records. The premises may be described as follows:

Being all the same lands and premises conveyed by deed of Ian B. McGrath to Robert W. Ulbrich, Trustee, said deed of even date herewith and to be recorded simultaneously herewith in the Chester Land Records. The premises may be described as follows:

Beginning at a point on the westerly side of the Potash Road, Town Road #38, said point marked by an 18" maple tree, said point being the northeast corner of the within conveyed parcel; thence running southerly along the westerly side of the Potash Road a distance of 400 feet, more or less, to a point; thence continuing southerly along the westerly side of the Potash Road a distance of 100 feet, more or less, to the bridge over the Potash Brook, said point being the southeast corner of the within described premises; thence running westerly along the northerly boundary of lands now or formerly of Herbert and Geri Willis, a distance of 235 feet, more or less, and thence continuing northerly and generally westerly along the lands of Willis to a point marked by a corner in stone walls, marking the northeast corner of lands of Bruce Mallen, said point being the southwest corner of lands previously owned by John and Carol Snow; thence running north 84° 08' 11" west, along the stone wall marking the lands of Mallen a distance of 268.06 feet to a point marked by a 30" maple tree, being the southwest corner of the premises herein described and the southwest corner of the Alan Willard parcel; thence running north 07° 49' 22" east, a distance of 98.78 feet, more or less, to a 24" maple tree; thence running north 04° 09' 13" west, a distance of 363.91 feet, more or less, to an intersection of two stone walls, being the northwesterly corner of the premises herein described and the former Alan Willard parcel; thence running north 74° 07' 57" east, a distance of 167.90 feet along a stone wall on the southerly boundary of lands of Siliski; thence running north 73° 56' 46" east, along the southerly boundary of Siliski a distance of 267.86 feet, to a point at a corner of stone walls; thence running north 77° 18' 01" east along a stone wall marking the boundary of lands now or formerly of Deloch a distance of 85.48 feet, more or less to a point, said point being a northerly corner of the premises herein described; thence running south 22° 33' 08" east a distance of 390.93 feet, more or less, to a point being the easterly boundary of said Allan Willard parcel; thence running a northeasterly along the northwesterly boundary of the former Snow parcel a distance of 130 feet, more or less, to the westerly side of the Potash Road, being the point and place of beginning. Said parcel estimated to contain 11.44 acres more or less.

Reference is hereby made to a deed to Ian McGrath from John and Carol Snow, dated 4/15/94, recorded in Book 76, Page 325 of the Chester Land Records, and a current deed from Alan R. Willard to Ian B. McGrath, dated April 14, 1997, and to be recorded simultaneously herewith in the Chester Land Records.

The parcel conveyed from Alan R. Willard is subject to the terms and conditions of Town of Chester Subdivision Permit No. 269 and State of Vermont Deferral Permit #DE-2-3520. Pursuant to said State permit this parcel is subject to a Waiver of Developmental Rights as set forth in the deed from Willard to McGrath.

Terms of Sale. The Property shall be sold "AS IS WHERE IS", to the highest bidder for cash or wire funds only. The sale of the Property is subject to confirmation by the Vermont Superior Court, Civil Division, Chittenden Unit. The Property is sold subject to unpaid taxes, municipal assessments, and superior liens, if any.

The public sale may be adjourned one or more times for a total time not exceeding 30 days, without further court order, and without publication or service of a new notice of sale, 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.

Mortgage Property Deposit. \$10,000.00 to be paid in cash or by certified check by the purchaser at the time of auction, with the balance due at closing. The balance of the purchase price for the Property shall be due and payable within the latter of 10 days from the date of confirmation of said sale by the Vermont Superior Court, Civil Division, Chittenden Unit, or 45 days from the date of public auction. If the balance of the purchase price is not paid within the period set forth herein, the deposit shall be forfeited and shall be retained by the Plaintiff herein as agreed liquidation damages and the Property may be offered to the next highest bidder still interested in the Property.

The mortgagor is entitled to redeem the Property at any time prior to the sale by paying the full amount due under the mortgage, including the costs and expenses of the sale.

Other terms to be announced at the sale or inquire at Schiller, Knapp, Lefkowitz & Hertz- el, LLP at 518-786-9069.

Dated: January 22, 2020.

Daniel N. Young, Esq.

Attorney for the Plaintiff