

VERMONT HOUSING FINANCE AGENCY,

Plaintiff

v.

JILLIAN N. TAYLOR and

DAVID J. TAYLOR

Defendants

NOTICE OF FORECLOSURE SALE

By virtue of the Judgment and Decree of Foreclosure by Judicial Sale filed December 18, 2019, the Amended Judgment and Decree of Foreclosure by Judicial Sale filed August 5, 2021 ("Foreclosure Judgment") and the Power of Sale contained in a certain mortgage granted by Jillian N. Taylor and David J. Taylor ("Mortgagors") to Chittenden Trust Company, d/b/a Chittenden Bank dated July 18, 2007 and recorded in Book 307, Pages 479-91 of the Town of Rockingham Land Records, of which mortgage Vermont Housing Finance Agency is the current holder pursuant to an Assignment of Mortgage dated July 26, 2007 and recorded in Book 338, Page 65 of the Town of Rockingham Land Records, for breach of the conditions of said mortgage and for the purpose of foreclosing the same, the undersigned will cause to be sold at public auction ("Sale") at **11:00 AM on January 13, 2022, the lands and premises known as 797 Missing Link Road, Bellows Falls, Vermont** ("Mortgaged Property") more particularly described as follows:

Being all and the same lands and premises conveyed to David J. Taylor and Jillian N. Taylor, husband and wife, as tenants by the entirety, by Warranty Deed of Barry Tucker and Kathryn Tucker dated July 18, 2007 and of record in Book 307, Pages 475-476 of the Town of Rockingham Land Records.

Reference is made to a Quitclaim Deed from David Taylor to Jillian Taylor dated September 14, 2014 and recorded at Book 365, Pages 198-200 of the Town of Rockingham Land Records

Being Parcel 1 on a plat entitled 'Subdivision of Land for Barry Tucker, in Rockingham, Windham County, Vermont, prepared by Bruno Associates, Inc., PC, dated August 3, 2006, drawing no. 06075-bo.dwg. Parcel 1 being more particularly described as follows:

Beginning at concrete bound located on the southerly right of way limits of US Route 5, also known as Missing Link Road, said concrete bound marking the northeasterly corner of the within conveyed premises and the northwesterly corner of premises now or formerly of G. Everett and Beatrice L. Allen, Trustees; thence following along lands of said Allen South 02° 30' 00" W a distance of 441.90 feet, more or less, to an iron pin; said Iron pin marking the southeasterly corner of the within conveyed premises; thence along lands being retained by the within Grantors, Barry Oliver Tucker and Kathryn Jean Tucker, North 50° 33' 40" West a distance of 260.88 feet, more or less, to a 5/8" capped rebar, said capped rebar marking the southwesterly corner of the within conveyed premises and the southeasterly corner of Parcel 2; thence along said Parcel 2 North 01° 26' 00" West a distance of 292.85 feet, more or less, to a 5/8" capped rebar located on the southerly right of way limits of US Route 5, also known as Missing Link Road, said capped rebar marking the northwesterly corner of the within conveyed premises and the northeasterly corner of said Parcel 2; thence along a curve turning to the right along said US Route 5, also known as Missing Link Road, with an arc length of 229.85 feet with a radius of 667.30 feet, with a chord bearing South 85° 44' 10" East, with a chord length of 228.72 feet, to the point and place of beginning.

Being a portion of those lands and premises conveyed to Barry Oliver Tucker and Kathryn Jean Tucker by the Executor's Deed of Barry J. Polidor, Executor of the Estate of Albertine A. Willard, dated May 12, 2006 and recorded in Book 299 at Pages 569-571 of the Rockingham Land Records.

This conveyance is subject to and with the benefit of any utility easements, spring rights, easements for ingress and egress, and rights incidental to each of the same as may appear of record, provided that this paragraph shall not reinstate any such encumbrances previously extinguished by the Marketable Record Title Act, Chapter 5, Subchapter 7, Title 27, Vermont Statutes Annotated.

Reference is hereby made to the above-mentioned instruments, the records thereof, the references therein made, and their respective records and references, in further aid of this description.

TERMS OF SALE: The Sale will be held at the Mortgaged Property. The Mortgaged Property will be sold "AS IS, WHERE IS, WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND", subject to easements, rights of way, covenants, permits, reservations and restrictions of record, superior liens, if any, encumbrances that are not extinguished by the sale, title defects, environmental hazards, unpaid real estate taxes (delinquent and current, including penalty and interest to the date of closing), and municipal liens, to the highest bidder.

The successful bidder shall pay a deposit of at least \$10,000 of the purchase price in cash or bank treasurer's/cashier's check at the time of Sale. The deposit must be increased to at least ten percent (10%) of the successful bid within 5 calendar days of the Sale. The balance of the purchase price shall be paid within fourteen days after entry of a confirmation order. The successful bidder will be required to sign a purchase and sale contract with NO CONTINGENCIES except confirmation of the sale by the court. Title will be transferred by Confirmation Order. The Sale may be postponed one or more times for a total time of up to thirty (30) days, by announcing the new sale date to those present at each adjournment or by posting notice at a conspicuous place at the location of the sale. Notice of the new sale date shall also be sent by first class mail, postage prepaid, to the Mortgagor at the Mortgagor's last known address at least five days before the new sale date.

Other terms to be announced at the Sale or contact the Thomas Hirchak Company at 1-800-634-7653 or www.thcauction.com

The Mortgagors or their executors, administrators and assigns may redeem the Mortgaged Property at any time prior to the Sale by paying the full amount due under the mortgage, including post-judgment expenses and the costs and expenses of sale.

Dated at Cabot, Vermont, this 29th day of November, 2021.

Vermont Housing Finance Agency

By: Steckel Law Office

By:/s/ Susan J. Steckel

By: Susan J. Steckel, Esq.

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