

RED STICK ACQUISITIONS, LLC

Plaintiff,

v.

REUBEN A. OUELLETTE
MARTHA B. OUELLETTEOCCUPANT residing at 364 South Street
Springfield, VT 05156

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 Red Stick Acquisitions, LLC v. Reuben A. Ouellette, et al., Vermont Superior Court, Windsor Unit, Civil Division, 172-4-19 Wrcv, foreclosing one mortgage given by Reuben A. Ouellette, to Mortgage Electronic Registration Systems, Inc., as nominee for Fidelity Mortgage of NY, a division of Delta Funding Corporation, dated October 31, 2006 and recorded in Book 384, Page 35 of the Springfield Town Clerk's Office Land Records, presently held by the Plaintiff, Red Stick Acquisitions, LLC, via Assignment of Mortgage Agreement February 13, 2019, respectively, the real estate with an address of 364 South Street, Springfield, VT 05156, will be sold at public auction at 10:00 am on June 02, 2021 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:

Being all the same lands and premises conveyed to Reuben A. Ouellette and Martha B. Ouellette by Warranty Deed of Alan W. Hudson, Trustee of the Anita Marie Hudson Revocable Trust u/a dated November 22, 1993 and as amended August 30, 1994, dated December 18, 1995 and recorded at Volume 146, Page 274 of the Springfield Land Records.

Being part of the same land and premises conveyed to Anita Marie Hudson, Trustee of the Anita Marie Hudson Revocable Trust U/A Dated November 22, 1993 by the Quit Claim Deed of Anita Marie Hudson a/k/a Anita M. Hudson, said deed dated November 22, 1993 and recorded in Book 118 at page 133 of the Springfield Land Records.

The lands and premises may be more particularly described as Lot 11 on a survey entitled, "Property of Anita Marie Hudson Revocable Living Trust", by Gary Rapanotti, L.S., dated October 24, 1995 as follows:

Commencing at an iron pipe in the easterly right of way limit of South Street, said point being the northwest corner of the premises herein conveyed; thence S 72°35'10" E, 195.58 feet to an iron pipe; thence S 72°17'05" B, 116.67 feet to an iron pipe; thence S 71°55'30" B, 116.81 feet to an iron pipe; thence S 73°17'15" E, 97.31 feet to a concrete monument, said point forming the northeast corner of the premises herein conveyed; thence turning and running S 16°16'35" W, 245.16 foot to a iron pipe, Said point being the southeast corner of the premises herein conveyed; thence N 87°13'35" W, 174.76 feet to a 3/4" rebar; thence S 78°26'00" W, 167.16 feet to a 3/4 J rebar; thence S 74°44'45" W, 176.51 feet to an 3/4" rebar in the easterly right of way limit of South Street, said point forming the southwest corner of the premises herein conveyed; the last three distances forming the common boundary of the premises herein conveyed and lands and premises shown as Lot 12 on the above referenced survey; thence in a northerly direction 472 feet, more or less, along the easterly right of way limit of South Street to the point and place of beginning. Estimated to contain 3.93 areas.

Included in this conveyance Is a right of way over the northwest corner Lot 12 in the aforesaid survey. These premises are also subject to a right of way over Lot II, also as set forth in the above referenced survey; both rights of way being more particularly defined and limited by "Easement Agreements Regarding Ingress and Egress Pertaining to Lots II and 12 of a Certain Plan Entitled Property of the Anita Marie Hudson Revocable Living Trust by Gary Rapanotti, L.S. Dated October 24, 1995s Drawing Number 95-478", said Basement Agreement dated 12/15/95 & 12/18/1995, to be recorded in the Springfield Land Records.

Reference is made to an Agreement Confirming Sewer and Water Lines on South Street by and Between Halter H. and Jean C. Stearns, Lloyd H. and Adelaide C. Raymond and Prosper S. and Anita M. Hudson dated October 8, 1980 and recorded in Book 78, Page 322 of the Springfield Land Records.

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, Windsor 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, Windsor 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 & Hertzell, LLP at 518-786-9069.

Dated: May 04, 2021

Daniel N. Young, Esq.
Partner
Attorney for the Plaintiff