

STATE OF VERMONT

SUPERIOR COURT  
WINDSOR Unit

CIVIL DIVISION  
Case Number 23-CV-02615

Vermont Housing Finance Agency,  
*Plaintiff*

v.

Stephen N. Villone  
Windham & Windsor Housing Trust, Inc.,  
Vermont Housing and Conservation Board and  
Occupants of 21 Olive Street, Springfield, Vermont  
*Defendants*

**NOTICE OF FORECLOSURE SALE**

By virtue of the Judgment and Decree of Foreclosure by Judicial Sale ("Foreclosure Judgment") filed September 15, 2023 and the Power of Sale contained in a certain mortgage granted by Stephen N. Villone ("Mortgagor") to TD Banknorth, N.A. dated October 3, 2006 and recorded in Book 381 at Page 124 of the Town of Springfield Land Records, assigned to Vermont Housing Finance Agency by Assignment of Mortgage dated October 3, 2006 and of record in Book 388 at Pages 173-174 of the Town of Springfield 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 11, 2024** the lands and premises known as **21 Olive Street, Springfield, Vermont** ("Mortgaged Property") more particularly described as follows:

Being all and the same land and premises conveyed to Stephen N. Villone by Warranty Deed of Rockingham Area Community Land Trust, Inc dated October 3, 2006 and of record in Book 381 at Pages 120-121 of the Town of Springfield Land Records.

Being a parcel of land containing .50 acres, more or less, together with all buildings and improvements and rights appurtenant thereto as may now or hereafter be situated on land located at 21 Olive Street in the Town of Springfield, County of Windsor and State of Vermont, as the same may be more particularly described by referenced to the following two deeds:

- (1) Warranty Deed of Joanne P. Lemay to Rockingham Community Land Trust, Inc. dated October 3, 2006 and of record in Book 381 at Page 316 of the Town of Springfield Land records, which Warranty Deed conveys all the buildings and improvements on the subject property.
- (2) Warranty Deed of Joanne Lemay to Rockingham Area Community Land Trust, Inc. dated January 31, 2001 and recorded in Book 222 at Pages 1-4 of the Springfield Land Records, which Warranty Deed conveys the .50 acres on which the subject buildings and improvements are situated.

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 to the highest bidder, "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 and municipal liens (delinquent and current, including penalty and interest, if any to the date of closing on the sale).

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. The deposit is subject to forfeiture. 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 Hirschak Company at 1-800-634-7653 or [www.thcauction.com](http://www.thcauction.com)

The Mortgagor, or his executors, administrators or 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 30th day of November, 2023.

**Vermont Housing Finance Agency**

By: Steckel Law Office

By: /s/ Susan J. Steckel

By: Susan J. Steckel, Esq.

P. O. Box 247

Marshfield, Vermont 05658-0247

802-563-4400