

STATE OF VERMONT

SUPERIOR COURT
BENNINGTON Unit

CIVIL DIVISION
Case Number 25-CV-03666

Vermont Housing Finance Agency,
Plaintiff

v.

William P. Roberts,
State of Vermont-Department of Taxes, and
Occupants of 18 School Street, North Bennington, Vermont
Defendants

NOTICE OF FORECLOSURE SALE

By virtue of the Judgment and Decree of Foreclosure by Judicial Sale ("Foreclosure Judgment") filed November 24, 2025 for breach of the conditions of a certain mortgage granted by William P. Roberts ("Mortgagor") to Bank of Bennington. dated February 18, 2005 and recorded in Book 418 at Page 56 of the Town of Bennington Land Records, and for the purpose of foreclosing the same, the undersigned will cause to be sold at public auction ("Sale") on **August 18, 2026 at 11:00 a.m.** the lands and premises known as **18 School Street, North Bennington, Vermont** ("Mortgaged Property") more particularly described as follows:

Being all and the same lands and premises conveyed to William P. Roberts by Warranty Deed of Joseph Vadakin and Lori Vadakin dated February 18, 2005 and of record in Book 418 at Page 55 of the Town of Bennington Land Records.

Being the same lands and premises as were conveyed to Joseph Vadakin and Lori Vadakin by Warranty Deed of Bruce Lavigne and Joan Lavigne dated and recorded November 25, 1996 in Book 0-330 at Page 194 of the Bennington, Vermont Land Records and therein described as follows:

"Beginning at an iron pipe in the east line of School Street, so-called, in the Village of North Bennington, Vermont, said pipe being a distance of 53.00 feet southerly from the southwest corner of lands of Frank J. Legacy and marking the northwest corner of the herein described property; thence running southerly along the east line of said School Street 55.00 feet to an iron pipe; thence turning an included angle of 90 degrees 00' and running easterly through lands of this grantor 59.94 feet to an iron pipe; thence turning an included angle of 90 degrees 49' and running northerly along the west line of lands of D. C. Barton and along the line of lands formerly of this grantor 55.02 feet to an iron pipe; thence turning an included angle of 89 degrees 11' and running westerly along the line of lands formerly of this grantor 60.76 feet to the place of beginning.

"Being the same land and premises conveyed to Bruce Lavigne and Joan Lavigne by Hazel R. Dunham by Warranty Deed dated 11/19/49 and recorded in Book 0-114 at Page 38 of the Bennington 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 to the highest bidder, "AS IS, WHERE IS, WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND", subject to environmental hazards, zoning regulations, including any violations thereof, flood zone hazards, if applicable, superior liens, if any, all title defects and encumbrances of record that are not extinguished by the sale, federal, state, and local codes, environmental, health, safety, zoning, and building laws, rights, easements, rights of way, covenants, conditions, reservations, agreements, privileges, obligations, duties, and restrictions of record, insofar as such are now in force and applicable; delinquent taxes and other municipal assessments, including penalties and interest to the date of Closing, and unpaid taxes and other municipal assessments for the current fiscal year.

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 payable to Hirchak Brothers, LLC 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 location at the place 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 Hirchak Brothers, LLC at 1-800-634-7653 or www.thcauction.com

The Mortgagor, or his personal representatives 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 June, 2026

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

VHFA/Robe/Notice of Sale served 26-07-01.docx