

STATE OF VERMONT

SUPERIOR COURT
Orleans Unit

CIVIL DIVISION
Case No. 25-CV-00514

Community National Bank,
Plaintiff

v.

Newport Natural, LLC,
Stephen Breault,
Occupants of 63 Highland Avenue, Newport VT and
Occupants of 167 Main Street in Derby, VT
Defendants

NOTICE OF FORECLOSURE SALE

By virtue of the Judgment and Decree of Foreclosure by Judicial Sale ("Foreclosure Judgment") filed April 29, 2025 and the Power of Sale contained in a certain mortgage granted by Newport Natural, LLC ("Mortgagor") to Community National Bank dated October 20, 2022 and recorded in Book 309 at Page 283 of the Town of Derby 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 September 18, 2025** the lands and premises known as **167 Main Street, Derby Line, Vermont** ("Mortgaged Property") more particularly described as follows:

Being all and the same land and premises, subject to the exceptions and reservations contained therein, conveyed to Newport Natural LLC by Warranty Deed of the College of Mount Saint Vincent dated October 14, 2022 and of record in Book 309 at Pages 280-282 of the Town of Derby Land Records.

Being all and the same land and premises together with all buildings and improvements thereon as were conveyed to the College of Mount Saint Vincent by Warranty Deed of Marilyn B. Foster dated December 13, 2021 and recorded in Book 304, Pages 99-101 of the Derby Land Records, said premises being described therein as follows:

A CERTAIN PIECE OF LAND in the Village of Derby Line, Town of Derby, County of Orleans and State of Vermont, described as follows, viz:

Being all and the same lands and premises together with all buildings and improvements thereon as were decreed to John Gilman Foster by Decree of Distribution in the Estate of Marjorie M. Foster dated February 13, 1973 and recorded in Book 65, Pages 449-451 of the Derby Land Records; said land and premises being described therein as follows:

House and Lot in Derby Line
Lots East of Route 91
Lots West of Route 91

EXCEPTING from the above described "Lots West of Route 91" that portion thereof as was conveyed to Roger L. Gosselin and Lorraine Y. Gosselin by Warranty Deed of John Gilman Foster dated August 21, 1973 and recorded in Book 66, Page 277 of said Derby Land Records.

ALSO EXCEPTING from the above described lands and premise a strip of land as conveyed to Roger Gosselin, Inc. by John G. Foster and Marilyn B. Foster by Warranty deed dated July 15, 1977 and recorded in Book 77, Page 105-6 of the derby Land Records.

TOGETHER WITH a right of way for ingress and egress, conveyed in a Quit Claim Deed to Austin T. Foster from Elizabeth E. Baxter, Administratrix of the Estate of Myron L. Baxter recorded January 15, 1900 in Book 25, Page 33 of the Derby Land Records.

TOGETHER WITH an easement noted in a Quit Claim Deed conveyed to John Gilman Foster and Marilyn B. Foster from Brent Tatum and Miriam Tatum recorded October 10, 2000 in Book 168, Pages 183-5 of the Derby Land Records.

SAID premises are shown on a survey by George W. Rumery, bearing Map No 9602B, and revised on June 19, 1998, which survey is references as Map B193 in the Derby Town Clerk's Office.

BEING a part of the premises conveyed to John Gilman Foster and Marilyn B. Foster by Quit Claim deed from Paul B. Wolfe, dated December 1, 1975 and recorded December 2, 1975 in Book 73, Pages 22-23 of the Derby Land Records.

SAID John Gilman Foster having died on September 18, 2006, a resident of Derby Line, Orleans County, Vermont and leaving surviving his wife, Marilyn B. Foster.

BEING intended to describe the premises owned by College of Mount Saint Vincent and known as 167 Main Street, Village of Derby Line, Town of Derby and shown as Parcel ID #MSTDL020A6-L.

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 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 Thomas Hirschak Company at 1-800-634-7653 or www.thcauction.com

The Mortgagor, or its successors 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 14th day of August, 2025.

Community National Bank

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

CNB/NNAT Notice of Sale-Derby (served 25-08-14).docx