

STATE OF VERMONT

SUPERIOR COURT
WINDSOR Unit

CIVIL DIVISION
Case Number 25- CV-01769

Vermont Community Loan Fund, Inc.,
Plaintiff

v.

World of Discovery, Inc.,
David Currier
Mascoma Savings Bank, fsb and
United States of America-Department of the Treasury-Internal Revenue Service
Defendants

NOTICE OF FORECLOSURE SALE

By virtue of the Judgment and Decree of Foreclosure by Judicial Sale ("Foreclosure Judgment") filed April 7, 2026 for breach of the conditions of a certain mortgage granted by World of Discovery, Inc. ("Mortgagor") to Vermont Community Loan Fund, Inc. dated March 12, 2010 and recorded in Book 449 at Pages 465-469 of the Town of Hartford Land Records, and for the purpose of foreclosing the same, the undersigned will cause to be sold at public auction ("Sale") at **2:00 PM on July 14, 2026** the lands and premises known as **1177 North Hartland Road, Hartford, Vermont** ("Mortgaged Property") more particularly described as follows:

Being all and the same lands and premises conveyed to World of Discovery, Inc. by Justin Miller and Cameron Eldred, Trustees of the William H. Miller Trust U/A dated April 11, 2006, by warranty deed dated October 23, 2009 and of record in Book 449 at Pages 459-463 in the Hartford Land Records. The premises are therein described as follows:

"Being a portion only of the same lands and premises conveyed to the William H. Miller, Trustee of the William H. Miller Trust U/A dated April 11, 2006 by Warranty Deed of William H. Miller dated August 30, 2006 and recorded September 8, 2006 in Book 408, pages 562-564 of the Hartford Land Records, which portion is described as the 'first parcel' containing 10.7 acre parcel, more particularly (described) as follows:

Beginning at an iron pin set in the ground on the westerly side of U.S. Route No. 5 running from White River Junction to Hartland at the corner of lands of William Matson; thence proceeding North 65° 11' West a distance of 93 feet; thence proceeding North 32° 32' West 42.2 feet to a marker set in the ground; thence proceeding North 57° 04' West a distance of 141.0 feet to a marker set in the ground; thence proceeding North 27°41' East 32.9 feet to an iron pin set in the ground; thence following a fence and a stone wall to a market [sic] set in the ground, the closure line of which is North 41° 26' 30" West 607.4 feet to an iron pin set in the ground; thence proceeding North 55° 20' West a distance of 733 feet to an iron pin set in the ground; thence proceeding North 36° 03' 30" East along a fence a distance of 257.0 feet to an iron pin set in the ground; thence proceeding South 54°

59' 30" East a distance of 1466.5 feet to an iron pin set in the ground; thence proceeding in a southerly direction along the westerly side of U.5.[sic] Route No. 5 a distance of 441.1 feet to the point of beginning.

A survey of parcel No. 1 is about to be recorded in the Land Records of the Town of Hartford, the survey is entitled "Portion of property of Frank Russ Estate, Hartford, Vermont, Scale 1" = 100 feet, Dated June 1973, Project No., 10372, Drawn by T & M Surveys, Lebanon, New Hampshire.

RIGHT OF FIRST REFUSAL: Also conveyed herewith is a right **personal to GRANTEE**, of first refusal to purchase the 13.0 acre so-called 'upper parcel' [Parcel 2 in the deed above- referenced] at the price and terms of any bona fide offer made for it. GRANTOR will notify GRANTEE in writing of a bona fide third-party offer, and the right to be exercised by notifying GRANTOR by registered mail within 30 days of receiving written notice that such a bona fide offer has been made. If Grantee no longer owns the subject parcel or if Grantee fails to elect to purchase after notice, this personal right of first refusal will extinguish.

The conveyed parcel is subject to a reservation of easement for all purposes to allow GRANTOR, its successors and assigns to access the 'upper parcel' [Parcel 2 in the deed above referenced]. The right of way is across the 8' logging road shown, partially, on said plan, as it runs from the westerly edge of the right of way of US Route 5, so-called, and running in a generally westerly direction across the subject parcel along the existing logging road, to the westerly boundary of the subject parcel and its common boundary with lands now or formerly of the Hartford Water Company. (The logging road, and easement, then continues across the property now or formerly of the Hartford Water Company to Parcel 2 in the deed above referenced.) The scope of the easement may be enlarged to accommodate changing circumstances, such as local zoning or actual use of Parcel 2 requiring wider access road(s). The location of the existing easement may also be modified by agreement of the parties if circumstances arise requiring its relocation.

Reference should be made to the above-mentioned deeds and records and to the deeds and records referred to therein for a more complete and particular description of the lands and premises conveyed."

This conveyance is subject to and with the benefit of any utility easements, spring rights, easements for ingress and egress, permits 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, and subject to the right of the United States of America to redeem the same on or before 120 days from the date of the transfer of title to the purchaser at the public sale if its tax lien has not been discharged prior to or as a result of 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 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 20th day of May, 2026

Vermont Community Loan Fund, Inc.

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

VCLF/WOD/Notice of Sale-Hartford served 26-05-20.docx