

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 June 10, 2021 and recorded in Book 258 at Page 389 of the City of Newport 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 October 7, 2025** the lands and premises known as **63 Highland Avenue, Newport, Vermont** ("Mortgaged Property") more particularly described as follows:

Being a parcel of land, with two dwellings and any and all improvements thereon, known and numbered as 63 Highland Avenue in the City of Newport, Vermont; and being all and the same lands and premises conveyed to Newport Natural, LLC by the Warranty Deed of Amy Beth Prue dated June 10, 2021 and recorded in Book 258 at Page 387 of the City of Newport Land Records.

Being all and the same lands and premises, having a current E-911 address of 63 Highland Avenue, as conveyed to Amy Beth Prue by Amended Final Decree of Distribution issued by the Vermont Superior Court, Orleans Unit, Probate Division, In Re: Estate of Frederick C. Prue, dated May 12, 2021, and to be recorded in the City of Newport Land Records. The lands and premises conveyed are described as follows:

Being all and the same lands and premises conveyed in a Warranty Deed from James S. Bowers and Kristine M. Bowers to Frederick Prue, dated January 16, 2015, and recorded at Book 226, Pages 463-464 of the Land Records of the City of Newport, and are more particularly described therein as follows:

Being all and the same lands and premises conveyed James S. Bowers and Sherry L. Bowers by Laurend A. Rivard and Barbara W. Rivard and Paul R. Rexford by Warranty Deed dated November 30, 1976 and recorded in Book 62 at Pages 166-168 of the City of Newport Land Records and being therein more particularly described as follows:

It being a lot of land as was conveyed to Antonio J. Marcotte and Lola Marcotte by Theresa Flanders by deed, dated July 24, 1946, and therein described as follows:

A lot of land on the southerly side of Highland Avenue bounded and described as follows: Beginning at an iron pipe driven in the ground for a corner which is south 21 degrees west 64 feet from the southeast corner of the McCauley house and is due south 83 feet from the southwest corner of the McCauley house and is 24 feet 9 inches south of the center of Highland Avenue; thence south 21 degrees west 121 feet to a corner marked by an iron pipe; thence south 53 degrees east 80 feet to a corner marked by an iron pipe; thence north 27 degrees 30 minutes east 132 feet and 6 inches to a corner marked by an iron pipe said corner being in the southerly line of Highland Avenue; thence north 63 degrees west 97 feet along the southerly line of Highland Avenue to the point of beginning. Said piece of land containing 11176 square feet more or less.

Being a part of the land and premises conveyed to Warren B. Drown, Jr. and Gertrude M. Drown by Warren B. Drown by Warranty Deed dated the 11th day of September, A.D., 1944 and recorded or to be recorded in the Land Records of the City of Newport, and being all and the same land and premises as was deeded me the said Teresa Flanders by Warren B. Drown, Jr. and Gertrude M. Drown by their warranty deed dated March 26, 1945, and recorded in Book 14 at Page 153 of said Land Records.

Said lot of land was conveyed by the said Antonio J. Marcotte and Lola Marcotte to Laurend A. Rivard by deed dated February 15, 1949 and recorded in Book 17, Page 29 of said land records.

Said lot of land, together with the buildings thereon, were conveyed by Laurend A. Rivard and Barbara W. Rivard to Paul R. Rexford by deed dated February 11, 1953, and recorded in Book 19, Page 2370 [sic] in said land records and on the same day conveyed by Paul R. Rexford to Laurend A. Rivard and Barbara Rivard. Said deed recorded in Book 19, Page 239 of said land records.

Reference is here made to the aforesaid deeds and the records thereof and to all prior deeds and their records for further description of the premises hereby conveyed.

Paul R. Rexford is added as a Grantor in this instrument in order to correct a defect in the execution of the last two mentioned deeds wherein he witnessed and notarized both of said deeds when he was a party to them. He hereby conveys any and all interest which he may have in and to said premises by virtue thereof.'

Reference is here made to a Deed from Sherry L. Bowers to James S. Bowers dated October 6, 2000 and recorded in Book 137 at Pages 1-4 and rerecorded in Book 152 at Pages 161-164 of the City of Newport Land Records by virtue of which the said James S. Bowers became vested with sole title to the subject land and premises.

Being a portion of the same lands and premises conveyed to James S. Bowers and Kristine M. Bowers, husband and wife by James S. Bowers by Warranty Deed dated July 23, 2004 and recorded in Book 164 at Pages 125-126 of the City of Newport 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 the rights of parties in possession, 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 29th 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-Newport (served 25-08-30).docx