

# STATE OF VERMONT

**SUPERIOR COURT**

**CIVIL DIVISION**

**Addison Unit**

**DOCKET NO: 22-CV-02558**

NEWREZ LLC, F/K/A NEW PENN FINANCIAL, LLC, D/B/A SHELLPOINT  
MORTGAGE SERVICING  
PLAINTIFF

VS.

DAVID LECLAIR; NORTHCOUNTY FEDERAL CREDIT UNION AND  
OCCUPANTS RESIDING AT 5215 VT RT 116, STARKSBORO, VT 05487  
DEFENDANT(S)

## NOTICE OF SALE

In accordance with the Judgment and Decree of Foreclosure by Judicial Sale filed on January 23, 2025, in the above captioned action brought to foreclose that certain mortgage given by David LeClair to Mortgage Electronic Registration Systems, Inc., as mortgagee, as nominee for Northeast Home Loan, LLC, dated July 6, 2018, and recorded in Book 117, at Page 277 of the Town of Starksboro Land Records, of which mortgage the undersigned is the present holder by Assignment of Mortgage from Mortgage Electronic Registration Systems, Inc., as mortgagee, as nominee for Northeast Home Loan, LLC to Specialized Loan Servicing LLC recorded in Book 124, at Page 292 and by merger of Specialized Loan Servicing, LLC with and into NewRez LLC effective May 1, 2024, for breach of the conditions of said mortgage and for the purpose of foreclosing the same will be sold at Public Auction on **September 24, 2025 at 01:00 PM at 5215 Vt Rt 116, Starksboro, VT 05487 all and singular the premises described in said mortgage,**

To Wit:

**Being all and the same lands and premises conveyed to David LeClair by Executor's Deed of Robert E. Cleary, Jr., Executor of the Estate of Robert E. Cleary dated July 6, 2018 and recorded July 9, 2018 in Book 117, at Page 272 of the Town of Starksboro Land Records and further described therein. Being all and the same lands and premises conveyed to David LeClair by Warranty Deed of Vicent Lallo and Lillian S. Lallo dated July 6, 2018 and recorded July 9, 2018 in Book 117, at Page 275 of the Town of Starksboro Land Records and further described therein**

Being all and the same lands and premises conveyed to Robert E. Cleary, Lillian Cleary (who predeceased her husband, Robert E. Cleary), Vincent Lallo, and Lillian Lallo by Warranty Deed of Robert F. and Elsie M. Purinton dated September 14, 1973 and recorded in Book 28 at Page 397 in the Land Records of the Town of Starksboro.

And being all and the same lands and premises conveyed to Robert F. and Elsie M. Purinton by Warranty Deed of Joseph L. and Charlotte E. Hendee dated April 28, 1964 and recorded in Book 25 at Page 440 of the said Starksboro Land Records, which said lands and premises are further described therein as follows:

"A parcel of land part meadowland, part pasture land, and part woodland, said parcel containing about 99 acres of land, be the same more or less, situated about two miles northerly of Starksboro Village, so-called, on the westerly side of the highway known as Route 116, so-called, said parcel further described and bounded as follows: on the North by land of Nobel and Lucy Wyman, and by land of Roy Carlson et ux; on the East by said Route 116, and by land of Carlsons; on the South by land of said Carlsons, and by land of Floyd and Rolland Shepard; on the West by land of Clifford and Bertha Hanson, formerly of Amos and Ruth Hanson.

"Being part and parcel of the land and premises described in a warranty deed from Kenneth H. and Wilma Besaw to Joseph L. and Charlotte E. Hendee, dated December 15th, 1959, of record in Starksboro Land Records in Volume 24 at Page 553."

Reference is hereby made to the above-mentioned instruments and to the records and references therein, all in further aid of this description.

The description of the property contained in the mortgage shall control in the event of a typographical error in this publication.

The public sale may be adjourned one or more times for a total time not exceeding 30 days, without further court order, and without publication or service of a new notice of sale, by announcement of the new sale date to those present at each adjournment or by posting notice of the adjournment in a conspicuous place at the location of the sale.

Terms of Sale: \$10,000.00 to be paid in cash or by certified check by the purchaser at the time of sale, with the balance due at closing. The sale is subject to all liens, encumbrances, unpaid taxes, tax titles, municipal liens, if any, which take precedence over the said mortgage above described.

The Mortgagor is entitled to redeem the premises at any time prior to the sale by paying the full amount due under the mortgage, including the costs and expenses of the sale.

Other terms to be announced at sale.

NEWREZ LLC, F/K/A NEW PENN FINANCIAL, LLC, D/B/A SHELLPOINT  
MORTGAGE SERVICING

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