

STATE OF VERMONT

SUPERIOR COURT
ADDISON UNIT

CIVIL DIVISION
DOCKET NO: 242-10-15 Ancv

M&T BANK
PLAINTIFF

VS.

KERRY KURT; NEW ENGLAND FEDERAL CREDIT UNION; DEPARTMENT OF TREASURY - INTERNAL REVENUE SERVICE; VERMONT LAND TRUST, INC.; VERMONT DEPARTMENT OF AGRICULTURE, FOOD AND MARKETS; VERMONT HOUSING AND CONSERVATION BOARD AND OCCUPANTS RESIDING AT 4118 ROUTE 116, STARKSBORO, VT 05487

DEFENDANT(S)

NOTICE OF SALE

In accordance with the Second Amended Judgment and Decree of Foreclosure by Judicial Sale entered on June 20, 2025, in the above captioned action brought to foreclose that certain mortgage given by Salvatore J. Provetto and Kerry Kurt to Chittenden Trust Co. dba Chittenden Mortgage Svcs. (now M & T Bank s/b/m to People's United Bank, N.A. s/b/m to Chittenden Trust Co. dba Chittenden Mortgage Svcs.) dated October 15, 2008, and recorded in Book 93, at Page 110, of the Town of Starksboro Land Records as affected by Modification of Mortgage recorded September 17, 2017 in Book 115, at Page 342 of the Town of Starksboro Land Records, for breach of the conditions of said mortgage and for the purpose of foreclosing the same will be sold at Public Auction on **October 29, 2025 at 03:00 PM at 4118 VT Route 116, Starksboro, VT 05487** all and singular the premises described in said mortgage,

To Wit:

Being all and the same land and premises conveyed to Kerry Kurt and Salvatore J. Provetto by Warranty Deed of Monty Adams dated October 7, 2005 and recorded at Book 83, Pages 279-280 of the Town of Starksboro Land Records.

Being all and the same land and premises conveyed to Monty Adams by Quitclaim Deed of Donna Adams, dated September 7, 2004 and recorded in Book 79, Pages 296-297 of the Town of Starksboro Land Records, and being further described as all the same land and premises conveyed to Donna Adams and Monty Adams by Warranty Deed of Vermont Land Trust, Inc., dated September 30, 1999 and recorded in Book 61, Pages 404-407 of the Town of Starksboro Land Records.

The mortgaged premises are subject to and/or benefited by easements, rights of way, agreements and permits of record.

Reference is hereby made to said deeds and their records and to all prior deeds and their records for a further and more complete description of the lands and premises herein conveyed.

Also being all the lands and premises conveyed to Kerry Kurt by Warranty Deed of the Town of Starksboro, dated September 8, 2017, and to be recorded in the Town of Starksboro Land Records, and more particularly described therein as follows:

"A parcel of land containing 13.24 acres, more or less, as shown on a survey plat entitled 'Boundary Line Adjustment Plat Between Lands of Town of Starksboro & Kerry Kurt, VT Route 116, Town of Starksboro, Addison County, Vermont,' prepared by Donald A. Johnson, dated January 20, 2016, and recorded at Map Slide 81F in the Town of Starksboro Land Records. The portion to be conveyed is identified in said survey as: 13.24 Acres portion of Town of Starksboro land to be merged with land of Kerry Kurt. Subject to all matters shown on said survey.

"Being a portion only of the lands and premises conveyed to the Town of Starksboro by Limited Warranty Deed of Vermont National Bank dated December 14, 1998, and recorded at Book 59 Page 396 of the land records of the Town of Starksboro.

'Reference is made to a quitclaim deed from Vermont Land Trust, Inc. to the Town of Starksboro, dated September 8, 2017, and to be recorded prior to this deed.

'This is a boundary line adjustment only, and the herein conveyed lands and premises shall merge with and be a part of the other lands of Grantee, being those lands described in a warranty deed from Monty Adams to Kerry Kurt and Salvatore J. Provetto recorded at Book 83 Page 279 of the Starksboro Land Records. No new lot is created by this adjustment.

'The property is conveyed AS IS, and without warranty as to physical condition. Grantee agrees by acceptance of this deed that Grantor has complied with all of its obligations under the Purchase and Sale Contract between the parties. Grantee accepts as sufficient all reclamation work done by Grantor and agrees that Grantor has fulfilled any reclamation requirements under LUP 9A0082-1R-9.

'Subject to easements, rights of way and restrictions of record.

'Subject to the terms and conditions of the following:

1. Subdivision permit #98-107SD, dated November 11, 1998, recorded at Book 59 Page 391 of the Town of Starksboro Land Records;
2. Zoning Permit #2017-15-BLA, July 6, 2017. In accordance with that permit, this is a boundary line adjustment, and the property being adjusted to Grantee shall merge with parcel #C21167E, and the property shall not be considered a separate parcel or subdivision of land;
3. ACT 250 permit 9A0082 and all amendments;
4. Stormwater Discharge Permit No. 7451-9015;
5. WW-9-2165, dated August 19, 2015, and recorded at Book 111, Page 70 of the Starksboro Land Records, any amendments, and the case-specific exemption determination by the Drinking Water and Groundwater Protection Division dated June 28, 2017, and recorded in the Town of Starksboro Land Records at Book 115 Page 192. In accordance with that case-specific exemption determination, Grantees property must remain one single, undivided lot, unless and until future State subdivision approval is obtained prior to any separate conveyance of any portions thereof.

'Reference is hereby made to said deed and its records and to all prior deeds and their records for a further and more complete description of the land and premises herein conveyed.'

"The above described lands and premises are subject to a certain Grant of Development Rights, Conservation Restrictions and Right of First Refusal from Vermont Land Trust, Inc., dated September 30, 1999, and recorded in Book 61, Page 393 of the Starksboro Land Records, as amended by an Amendment to Grant of Development Rights, Conservation Restrictions and Right of First Refusal by and between Kerry Kurt, Vermont Housing and Conservation Board, and Vermont Land Trust, Inc., dated September 8, 2017, and to be recorded in the Starksboro Land Records." [The amendment was subsequently recorded on September 13, 2017, at Book 115, Page 341 of the Starksboro Land Records (as amended, the "Grant")].

"Said Right of First Refusal is subject to a Right of First Refusal Subordination Agreement by and between People's United Bank, National Association and Vermont Land Trust, Inc. dated September 8, 2017, and to be recorded in the Starksboro Land Records."

Pursuant to Paragraph 7 of the Second Amended Judgment and Decree of Foreclosure by Judicial Sale: "The Right of First Refusal held by VLT [Vermont Land Trust, Inc.] and VHCB [Vermont Housing and Conservation Board] shall not apply to the public sale in this action. However, the Grant and the Right of First Refusal shall survive confirmation of the sale and shall continue to apply to all conveyances of the Mortgaged Property subsequent to the conveyance by confirmation order in this action."

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.

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