

STATE OF VERMONT

**SUPERIOR COURT
ADDISON UNIT**

**CIVIL DIVISION
DOCKET NO: 23-CV-01029**

U.S. BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE
FOR RCAF ACQUISITION TRUST

PLAINTIFF

VS.

ANDREW H. MONTROLL, ESQ., ADMINISTRATOR OF THE ESTATE OF PAUL SMITH; CITIFINANCIAL, INC.; AND
OCCUPANTS RESIDING AT 229 PINE LANE, SALISBURY, VT 05769

DEFENDANT(S)

NOTICE OF SALE

In accordance with the Judgment and Decree of Foreclosure by Judicial Sale filed on February 14, 2025, in the above captioned action brought to foreclose that certain mortgage given by Paul C. Smith and Dianne L Schroeder to Mortgage Electronic Registration Systems, Inc., as mortgagee, as nominee for Flagstar Bank, FSB, dated July 11, 2006, and recorded in Book 60, at Page 117, of the Town of Salisbury Land Records, of which mortgage the undersigned is the present holder by virtue of the following Assignments of Mortgage: (1) Assignment of Mortgage from Mortgage Electronic Registration Systems, Inc. as nominee for Flagstar Bank, FSB to Nationstar Mortgage LLC recorded in Book 64, at Page 88 (2) Assignment of Mortgage from Nationstar Mortgage LLC to U.S. Bank National Association, not in its individual capacity, but solely as Trustee for the RMAC Trust, Series 2016-CTT recorded in Book 71, at Page 153 (3) Assignment of Mortgage from U.S. Bank National Association, not in its individual capacity, but solely as Trustee for the RMAC Trust, Series 2016-CTT to DLJ Mortgage Capital, Inc. recorded in Book 78, at Page 199 and (4) Assignment of Mortgage from DLJ Mortgage Capital, Inc. to U.S. Bank Trust National Association, not in its individual capacity but solely as Owner Trustee for RCAF Acquisition Trust recorded in Book 80, at Page 167, for breach of the conditions of said mortgage and for the purpose of foreclosing the same will be sold at Public Auction on December 3, 2025 at 01:00 PM at 229 Pine Lane, Salisbury, VT 05769 all and singular the premises described in said mortgage,

To Wit:

Being all and the same lands and premises conveyed to Paul C. Smith and Dianne L. Schroeder by Warranty Deed of Steven R. Carruthers dated December 18, 1998 and recorded in Book 45 at Page 539 of the Town of Salisbury Land Records and is described therein as follows:

Being all and the same lands and premises conveyed to the herein Grantor Steven R. Carruthers by Warranty Deed of John L. Austin and Judy H. Austin dated September 29, 1992, recorded in Book 39, Page 302 of the Salisbury Land Records, and being more particularly described therein as follows:

“Being all and the same lands and premises conveyed to John L. Austin and Judy Hendy (now known as Judy H. Austin) by Warranty Deed from Raymond R. Wanke, II and Shelley Wanke dated August 23, 1985 and recorded in the Salisbury Land Records in Book 32 at Page 596 and being more particularly described therein as follows:

‘Being all and the same lands and premises described in Warranty Deed of Leo F. Sabourin and June M. Sabourin to Raymond R. Wanke, II and Shelley Wanke, the Grantors herein, dated June 22, 1981 and recorded in Book 30, Page 429 of the Salisbury Land Records and therein more particularly described, in pertinent part, as follows:

“Beginning at a point on the northwesterly corner of the parcel herein conveyed marked by marble marker, said point also being located on the rod right of way to Route 53; thence proceeding in a general southerly direction 90 feet to a point marked by a marble marker; thence turning and running in a general easterly direction a distance of 97 feet to a point marked by a marble marker; thence turning and running in a general northerly direction 90 feet to a point marked by a marble marker, said point being located on the northeasterly corner of the aforesaid right of way; thence turning and running in a general westerly direction 92 feet along said right of way to the point and place of beginning.

Bounded on the west by George Wright, on the south by Sleepy Oaks, so called and on the east by Paula Wimett.

Included is a right of way leading from Vermont Route 53 to Lake Dunmore; AND SUBJECT to the right of way of the Grantors and others to use said roadway leading from Vermont Route 53 to Lake Dunmore;

Subject to applicable zoning, development and subdivision laws, regulations, restrictions, conditions, ordinances and the like promulgated by the State of Vermont, the Town of Salisbury or any other municipal corporation, any of their subdivisions, or any commission, agency, board or the like, by whatever name called, regarding any matter affecting health, safety, order and the like.

Reference is made to said deed and the references contained therein for a more particular description.

The Grantees herein are obligated to pay water rent to Bryon E. Jones, his heirs, successors and assigns commencing 1 November 1981 as follows:

Rental due from Grantees or their heirs and assigns, \$7.00 per month until June 1985 while the said Grantees are actually using water from the said Bryon E. Jones' well. After June 1985, the Grantees or their heirs and assigns shall pay such rental as may be agreed upon by the said Bryon E. Jones, his heirs and assigns and said Grantees herein and their heirs and assigns.”

The foregoing parcel is commonly referred to as the “Renshaw Cottage”.

Subject to easements and right of way of record, if any, as of the date hereof.”

The lands and premises hereby conveyed are not the homestead of the herein Grantor.

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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