

SUPERIOR COURT
ADDISON UNITLAKEVIEW LOAN SERVICING, LLC
Plaintiff

v.

TONYA E. BABIARZ

GREGORY J. BABIARZ

OCCUPANTS residing at 309 THOMAS DRIVE, BRISTOL, VT 05443
Defendants

NOTICE OF SALE

According to the terms and conditions of the Judgment and Decree of Foreclosure by Judicial Sale (the "Order") in the matter of Lakeview Loan Servicing, LLC. V. Tonya E. Babiarz and Gregory J. Babiarz Vermont Superior Court, Civil Division, Addison Unit, Docket No. 24-CV-00690 foreclosing one mortgage given by Gregory J. Babiarz and Tonya E. Babiarz, to Mortgage Electronic Registration Systems, Inc., as nominee for Century 21 Mortgage, its successors and assigns, dated September 19, 2013 and recorded in Book 143, Page 70 and assigned to the Plaintiff by Assignment of Mortgage dated December 14, 2018 and recorded on December 20, 2018 in Book 156, Page 609 of the Town of Bristol Land Records, respectively, the real estate with an address of 309 Thomas Drive, Bristol, VT 05443 will be sold at 10:00 AM public auction at on August 24, 2026 at the location of the Property.

Property Description. The Property to be sold is all and the same land and premises described in the mortgage, and further described as follows:

Being all and the same lands and premises conveyed to Gregory Babiarz, Jr. and Tonya Babiarz by Quit Claim Deed of Beneficial Homeowner Service Corporation of near or even date herewith to be recorded prior hereto in the Bristol Land Records, and being more particularly described therein as follows:

"Being all and the same lands and premises conveyed to Beneficial Homeowner Service Corporation by Order Confirming Sale dated April 22, 2013 and recorded in Book 142 at Page 224 of the Bristol Land Records, and being more particularly described therein as follows:

Being all and the same lands and premises conveyed to Daniel J. Holcomb and Lisa A. Hodgdon by Warranty Deed of Terrence E. Thomas, individually and as Trustee of the Terrence E. Thomas Revocable Trust dated May 12, 2006 and recorded in Book 119 at Page 216 of the Bristol Land Records, and being more particularly described therein as follows:

"A parcel of land containing, by estimate, 3.5 acres, more or less, together with the dwelling house and other improvements constructed thereon. Said lands and premises are identified, in part, as House No. 8 on Plans entitled, "As Built Plan, Hardscrabble Road, Bristol, Vermont, Owner Terry Thomas, 58 Pine Street, Bristol, VT 05443, Site Plan, House Sites 7 and 8, Sheet 2 of 3" by McCain Consulting, Inc. dated January 16, 2002, revised August 28, 2002 (hereinafter referred to as "the Plan") and on a Site Plan prepared by Phelps Engineering, Inc. dated March 1980 and last revised in October, 1980. Said lands and premises are more particularly bounded and described as follows:

Beginning at a point marking the northwesterly corner of the parcel described and conveyed hereby and the southwesterly corner of Lot No. 7 which was conveyed by the Grantor to Joel and Kristy Bilodeau by Warranty Deed dated September 22, 2005 and recorded in Volume 116 at Page 456 of the Bristol Land Records; thence,

Proceeding in a generally easterly direction along the southerly line of lands of the said Bilodeau, a distance of approximately 575 feet, more or less, to a point, said point marking a southeasterly corner of Lot No. 7 and the northeasterly corner of the parcel described and conveyed hereby and lying in the westerly line of lands now or formerly of Heffernan; thence,

Turning to the right and proceeding in a generally southerly direction along the westerly line of lands of the said Heffernan, a distance of approximately 280 feet, more or less, to a point, said point marking the southeasterly corner of the parcel described and conveyed hereby and the northeasterly corner of Lot No. 9; thence,

Turning to the rights and proceeding in a generally westerly direction, along the northerly line of the said Lot No. 9 and a southerly line of the parcel described and conveyed hereby, a distance of approximately 585 feet, more or less, to a point marking the northwesterly corner of Lot No. 9 and the southwesterly corner of Lot No. 8; thence,

Turning to the right and proceeding in a generally northerly direction along the westerly line of the parcel described and conveyed hereby, a distance of approximately 240.00 feet, more or less, to the point and place of beginning.

Containing by estimate, 3.5 acres, more or less.

Also conveyed is an easement and right of way over and upon the existing roadway running to and from Hardscrabble Road, to be used in common with the Grantor and others, for ingress, egress and access to said lot and to other lands of the Grantor and others, as shown on the above referenced Site Plan. The owner of Lot 8 shall have the obligation to share in the ongoing maintenance and repair of said roadway, including snow removal, as set forth in the Road Maintenance Agreement between Terrence E. Thomas and Thomas J. Wynn and Carol S. Johnson, dated February 18, 1985 and recorded in Volume 57 at Page 157 of the Bristol Land Records. By acceptance of the delivery of this Deed, the Grantees also agree to share in the cost of improving the road to Town standards if, in the event it is turned over to the Town in the future, as set forth in Paragraph 3 of the Road Maintenance Agreement.

The lands and premises described and conveyed hereby are subject to and the Grantor expressly reserves and retains, the easement and right of way over and upon the existing roadway running through Lot 8 as shown on the above referenced Site Plan for the benefit of others, including the Grantor, his successors and assigns.

Reserved unto the Grantor, for himself, his successors and assigns is an easement and right of way for purposes of installing, maintaining, repairing and replacing utility services, including utility lines (both above ground and under

ground), and utility poles running to other lands, including lands retained by him. Said easement and right of way shall not adversely affect or interfere with the dwelling house and improvements on the subject property.

In order to comply with the State of Vermont Potable Water Supply and Wastewater requirements, said lands and premises are conveyed subject to a "Well Shield" as appears on the Site Plan. Included in the restriction within said "Well Shield" is that there shall be no wastewater system of any kind constructed within said area.

Subject to utility line easements and rights of way of record.

The lands and premises described and conveyed hereby are subject to and benefited by the terms and conditions of State of Vermont Land Use Permit No. 9A0102, dated November 14, 1980 and recorded in Volume 51 at Page 275 of the Bristol Land Records, and State of Vermont Potable Water Supply and Wastewater Disposal Permit No. WW-9-0457 dated January 3, 2003 and recorded in Volume 104 at Page 530 of the Bristol Land Records.

The lands and premises described and conveyed hereby are subject to and benefited by the following restrictive covenants, which shall run with the land and be binding upon the Grantees herein and their heirs, executors, administrators and assigns:

1. Use Permitted. Each lot conveyed shall contain only one private residential dwelling with attached or detached garage building. There shall be no commercial use of the property in any fashion.
2. Structure Size. Each dwelling shall contain not less than 1000 square feet of living space, exclusive of any unfinished porches, basement or garage.
3. Other Structures. No trailer, tent, shack, basement, garage, barn or other outbuilding shall at any time be used as a residence, either temporarily or permanently.
4. Livestock. Only domestic animals may be maintained, provided that they are not bred, kept, or maintained for any commercial purpose, including a kennel of any type.
5. Architectural and Site Approval. All site plans and exterior house plans shall be submitted to, filed with and approved in writing by Grantor, his heirs and assigns, before construction of any house. Approval shall not be unreasonable [sic] withheld and shall be approved or disapproved within 15 days.
6. Completion Date. All structures approved shall be completed within one year from the start of construction.
7. Unlicensed Vehicles. Unlicensed or unregistered vehicles shall not be kept in the development.
8. Local Regulations. In the event a question arises regarding any differences between those covenants and the Town of Bristol ordinances, then the Town of Bristol ordinances shall take preference.

The lands and premises described and conveyed hereby are a portion of the same lands and premises conveyed to Terrence E. Thomas by Warranty Deed of William H. Cardell and Lura M. Cardell, dated October 31, 1979 and recorded in Volume 50 at Page 45 of the Bristol Land Records.

Reference is made to a Quit Claim Deed of Terrence E. Thomas to the Terrence E. Thomas Revocable Trust, dated May 7, 1992 and recorded in Volume 72 at Page 225 of the Bristol Land Records.

Reference is hereby made to the above mentioned instruments, the records thereof, the references therein made, and their respective records and references in aid of this description.

Terms of Sale. The Property shall be sold "AS IS, WHERE IS", to the highest bidder for cash or wire funds only. The sale of the property is subject to confirmation by the Vermont Superior Court, Civil Division, Addison Unit. The Property is sold subject to unpaid taxes, municipal assessments, and superior liens, if any.

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.

Mortgage Property Deposit. \$5,000.00 to be paid in cash or by certified check by the purchaser at the time of auction, with the balance due at closing. The balance of the purchase price for the Property shall be due and payable within the latter of 10 days from the date of confirmation of said sale by the Vermont Superior Court, Civil Division, Addison Unit, or 45 days from the date of public auction. If the balance of the purchase price is not paid within the period set forth herein, the deposit shall be forfeited and shall be retained by the Plaintiff herein as agreed liquidation damages and the Property may be offered to the next highest bidder still interested in the Property.

The mortgagor is entitled to redeem the Property 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 the sale or inquire at Korde & Associates, P.C. at (802) 393-4184.

Dated: July 14, 2026

Daniel N. Young, Esq.
Attorney for Plaintiff