

Town of Londonderry, Vermont

Selectboard Special Meeting Agenda

Monday June 30, 2025 – 3:30 PM

100 Old School Street, South Londonderry, VT 05155

1. Call Meeting to Order
2. Additions or Deletions to the Agenda [\[1 VSA 312\(d\)\(3\)\(A\)\]](#)
3. Executive Session(s) – The appointment or employment or evaluation of a public officer or employee per 1 V.S.A. 313 (a)(3) (job applicant and employee reviews)
4. Approve Pay Orders
5. Town Officials
 - a. Recreation Director
 - i. Discuss Sign Up Genius subscription
6. New Business
 - a. Consider Employee compensation matters
 - b. Discuss NewRez LLC Foreclosure Summons/Complaint
 - c. Appoint Town Administrator as authorized representative for Clean and Drinking Water State Fund Loans
 - d. Review and Approve Engineering Amendments for Village Wastewater Project
 - e. Weston Theatre Company drop-down curtain request
7. Adjourn

Posted and distributed on June 27, 2025

<i>Meeting documents, if any, will be available at http://www.londonderryvt.org/town/agendasminutes/ approximately 24 hours before the meeting.</i>
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STATE OF VERMONT

SUPERIOR COURT
WINDHAM UNIT

CIVIL DIVISION
DOCKET #

NEWREZ LLC D/B/A SHELLPOINT MORTGAGE
SERVICING

Plaintiff

v.

MELBOURNE WILLIAMS

RUSSELL SCOTT WILLIAMS

TOWN OF LONDONDERRY

OCCUPANTS residing at 135 OVERLOOK DRIVE,
LONDONDERRY, VT 05148

Defendants

SUMMONS

THIS SUMMONS IS DIRECTED TO THE FOLLOWING DEFENDANT:

• **TOWN OF LONDONDERRY**

1. **YOU ARE BEING SUED.** The Plaintiff has started a lawsuit against you. The Plaintiffs Complaint against you is attached to this summons. Do not throw these papers away. They are official papers that affect your rights.
2. **YOU MUST REPLY WITHIN 21 DAYS TO PROTECT YOUR RIGHTS.** You must give or mail the Plaintiff a **written response** called an Answer within 21 days of the date on which you received this summons. You must send a copy of your Answer to the plaintiff's attorney, Daniel Young, Esq., whose address is located at: PO Box 872, 5222 Main Street, Suite #3, Waitsfield, VT 05673. You must also give or mail your Answer to the Court located at Vermont Superior Court, Civil Division, 7 Court Street, Newfane, VT 05345.
3. **YOU MUST RESPOND TO EACH CLAIM.** The Answer is your written response to the Plaintiffs Complaint. In your Answer you must state whether you agree or disagree with each paragraph of the Complaint. If you believe the Plaintiff should not be given everything asked for in the Complaint, you must say so in your Answer.
4. **YOU WILL LOSE YOUR CASE IF YOU DO NOT GIVE YOUR WRITTEN ANSWER TO THE COURT.** If you do not Answer within 21 days and file it with the Court, you will lose this case. You will not get to tell your side of the story, and the Court may decide against you and award the Plaintiff everything asked for in the Complaint.

5. **YOU MUST MAKE ANY CLAIMS AGAINST THE PLAINTIFF IN YOUR REPLY.** Your Answer must state any related legal claims you have against the Plaintiff. Your claims against the Plaintiff are called Counterclaims. If you do not make your Counterclaims in writing in your Answer, you may not be able to bring them up at all. Even if you have insurance and the insurance company will defend you, you must still file any Counterclaims you may have.
6. **LEGAL ASSISTANCE.** You may wish to get legal help from a lawyer. If you cannot afford a lawyer, you should ask the court clerk for information about places where you can get free legal help. **Even if you cannot get legal help, you must still give the Court a written Answer to protect your rights, or you may lose the case.**
7. **NOTICE OF APPEARANCE FORM.** THE COURT NEEDS TO KNOW HOW TO REACH YOU SO THAT YOU WILL BE INFORMED OF ALL MATTERS RELATING TO YOUR CASE. If you have not hired an attorney and are representing yourself, in addition to filing the required answer it is important that you file the Notice of Appearance form attached to this summons, to give the court your name, mailing address and phone number (and email address, if you have one). You must also mail or deliver a copy of the form to the lawyer or party who sent you this paperwork, so that you will receive copies of anything else they file with the court.



Daniel Young, Esq.

May 6, 2025

Dated

Served On:

Date:

Deputy Sheriff

STATE OF VERMONT

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TOWN OF LONDONDERRY

OCCUPANTS residing at 135 OVERLOOK DRIVE,
LONDONDERRY, VT 05148
Defendants

**NOTICE OF APPEARANCE
For Self Represented Litigant**

I am the: ___ Plaintiff ___ Defendant in this case.

I will represent myself and I hereby enter my appearance with the court. If I decide to be represented by an attorney in the future, either my attorney or I will notify the court of the change.

In representing myself, I understand that **I MUST**:

1. **Notify the Court in writing of any changes in my address, phone number or e-mail address.**
2. **Give or send copies of any papers I file with the court to the other party in this case. If the Plaintiff has an attorney, I will give or send copies to the Plaintiff's attorney.**
3. **File a certificate of service with the court swearing that I have sent the papers I am filing to all parties. I understand that I can find that form on the Vermont Judiciary website or at the court house.**

All court papers may be mailed to me by first class mail at the address listed below.

My Street Address

Mailing Address (if different)

Phone Number (day)

Email Address

Date

Signature

STATE OF VERMONT

SUPERIOR COURT
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TOWN OF LONDONDERRY

OCCUPANTS residing at 135 OVERLOOK DRIVE,
LONDONDERRY, VT 05148

Defendants

VERIFIED ANSWER - FORECLOSURE CASE

1. My name is _____
I have been sued in this case.
2. My answer to each numbered paragraph of the Complaint is as follows:
(For each paragraph, state whether you agree, disagree, or don't know)
Paragraph 1. _____
Paragraph 2. _____
Paragraph 3. _____
Paragraph 4. _____
(Add additional pages if needed)
3. I deny every allegation not specifically admitted above.
4. I have legal defenses to the claims made against me. I understand if I don't list any legal defenses or reasons why the plaintiff shouldn't win, I may lose by default. My legal defenses are:
(Defenses are legal reasons why the plaintiff shouldn't win the foreclosure case. If you don't know if you have legal defenses, talk to an attorney. See the Finding Legal Help web page on the Vermont Judiciary website for information about free and low cost ways to talk to an attorney: www.vermontjudiciary.org/self-help/finding-legal-help.)
a. _____
b. _____
c. _____

d. _____

(Add additional pages if needed.)

5. If I have a counterclaim against the Plaintiff, I am filing that separately with the required filing fee.
6. I understand I must email, mail, or hand deliver (file) my completed Answer with the court by the deadline. I understand if I don't file an Answer by the deadline, the court may enter a default judgment against me and I will lose the foreclosure case.
7. I understand I must also email, mail, or hand deliver (serve) a copy of my Answer and any attachments to all the parties in the case. I understand I must also file and serve a Certificate of Service (form 600-00264) saying I did so.
8. I understand I must serve a copy of anything I file with the court on all parties in the case, and must file a Certificate of Service form every time I file anything.
9. I understand I must follow the Vermont Rules of Civil Procedure.
10. I agree that all papers in this case may be sent to me at the address below

VERIFICATION

I declare that the above statement is true and accurate to the best of my knowledge and belief. I understand that if the above statement is false, I will be subject to the penalty of perjury, or other sanctions, in the discretion of the court.

Date _____

Signature

Printed Name

Address 1

Address 2

Email

Phone

STATE OF VERMONT

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SERVICING

Plaintiff

v.

MELBOURNE WILLIAMS

RUSSELL SCOTT WILLIAMS

TOWN OF LONDONDERRY

OCCUPANTS residing at 135 OVERLOOK DRIVE,
LONDONDERRY, VT 05148

Defendants

COMPLAINT

1. NewRez LLC d/b/a Shellpoint Mortgage Servicing, ("Plaintiff") with a principal place of business located at 601 Office Center Drive, Suite 100, Fort Washington, PA 19034.
2. Upon information and belief, Defendant Melbourne Williams (hereinafter referred to as "Defendant") is a resident of the Town of Marlow, County of Windham and State of Vermont.
3. Upon information and belief, Defendant Russell Scott Williams resident of the Town of Marlow, County of Windham and State of Vermont
4. Upon information and belief, Defendant Town of Londonderry with a principal place of business located at 100 Old School St, South Londonderry, VT 05155.

**COUNT I
FORECLOSURE OF REAL PROPERTY**

5. On February 19, 2007, the Defendant(s), Sandra Williams and Melbourne Williams purchased and acquired certain real property located at 135 Overlook Drive, Londonderry, VT 05148, in the Town of Londonderry, County of Windham, and State of Vermont (hereinafter referred to as the "Mortgaged Premises.") by Quitclaim Deed recorded in Book 63 at Page 355 of the Town of Londonderry Land Records (See Exhibit A).

6. On July 17, 2019 Russell Scott Williams purchased and acquired the subject property by virtue of a Warranty Deed recorded on July 18, 2019 in Book 84, Page 426 of the Town of Londonderry Land Records (See Exhibit A).
7. On October 10, 2013, Sandra Williams (deceased) executed a Note payable to the order of Green Tree Servicing LLC in the principal amount of \$72,000.00 (See Exhibit B).
8. The Note is secured by a Mortgage dated October 10, 2013 from the Defendant(s) Melbourne Williams, to Mortgage Electronic Registration Systems, Inc., as mortgagee, as nominee for Green Tree Servicing LLC, its successors and assigns. Said Mortgage is of record in Book 71, Page 241 of the Town of Londonderry (See Exhibit C).
9. The Mortgage was assigned as follows (See Exhibit D):
 - a. Assignment from Mortgage Electronic Registration Systems, Inc., as mortgagee, as nominee for Green Tree Servicing LLC to NewRez LLC d/b/a Shellpoint Mortgage Servicing dated November 25, 2024 recorded on December 9, 2024 in Book 101, Page 542.
10. The Plaintiff is the current owner and holder of the subject mortgage and note or has been delegated the authority to institute a mortgage foreclosure action by the owner and holder of the subject mortgage and note. If Plaintiff is not the original owner and holder of the subject note and mortgage, information regarding the chain of title is attached hereto as Exhibit A, B & C.
11. Copies of the original Note and Mortgage deed and proof of ownership thereof, including copies of all original endorsements and assignments of the Note and Mortgage are attached to this complaint. The original Note and proof of ownership thereof are in the possession and control of the Plaintiff.
12. The real property, which is the subject of this foreclosure action, is described as follows:

Being all and the same lands and premises as conveyed to Melbourne Williams and Sandra Williams by Quitclaim Deed of Russell Scott Williams dated February 19, 2007 and recorded February 23, 2007 in Book 63, Page 355 of the Londonderry Land Records. The premises are more particularly described as follows:

"Being all and the same lands and premises as conveyed to Russell Scott Williams by Warranty Deed of Melbourne Williams and Sandra Williams dated November 22, 2004 and recorded in Book 63, Page 168 of the Londonderry Town Land Records on September 19, 2006 and described as follows:

PARCEL A: Being all and the same lands and premises as conveyed to Melbourne Williams and Sandra Williams by quit claim deed of Maynard H. Williams and Lucy L. Williams dated July 23, 1993 and recorded January 15, 1994 in Book 51, Page 158 of the Londonderry Land Records. The premises are therein described as follows:

Being a portion of the land and premises conveyed to the herein Grantors by Lena B. Williamson by deed dated May 14, 1953 and recorded in Book 47, Page 225 of the Londonderry, Vermont Land Records. The land and premises herein conveyed are subject to the conditions set forth in Exhibit A and are two parcels more particularly described as follows:

PARCEL I: Beginning at a point set in a stonewall marking the common corner of the premises herein conveyed and other lands of the herein Grantees and land of Alexander; thence N 20° 52' E along a stonewall 51.1 feet; thence S 80° 47' E 296.5 feet to a point; thence S 27° 23' W 47.3 feet, more or less, to a point marking a common corner of the premises herein conveyed and other lands of the herein Grantees; thence N 80° 47' W 304 feet along the common boundary of the premises herein conveyed and other lands of the herein Grantees to the point of the beginning.

PARCEL II: Beginning at a point marked by an iron pin set in a stonewall marking the common corner of the premises herein conveyed and lands of Dryden and lands to be conveyed to Blaisdell; thence N 20° 47' E 77.3 feet; thence N 19° 76' E 73.8 feet, the last two courses being along a stonewall marking the common boundary of the premises herein conveyed and lands of Dryden and/or Alexander; thence S 80° 48' E 278.9 feet along the common boundary of the premises herein conveyed and other lands of the herein Grantees, thence S 19° 38' W 197.1 feet along the common boundary of the premises herein conveyed and other lands of the herein Grantors; thence N 71° 18' W 275.4 feet along the common boundary of the premises herein conveyed and lands to be conveyed to Blaisdell to the point of beginning.

Conveying Parcel A containing .34 acres, more or less, and Parcel C containing 1.09 acres, more or less, on a survey entitled "Survey for Robert and Constance Blaisdell and Melbourne and Sandra Williams, Londonderry, VT" as prepared by Dauchy Associates, Inc., drawing No. 88-1577."

PARCEL B: Being all and the same lands and premises conveyed to Melbourne Williams and Sandra Williams by warranty deed of Maynard H. Williams and Lucy E. Williams dated June 22, 1966 and recorded July 21, 1967 in Book 29, Page 431 of the Londonderry Land Records. The premises are therein described as follows:

Being a part of the premises conveyed to Maynard H. and Lucy E. Williams by Lena B. Williamson dated May 14, 1953, recorded in Book 27, at Page 225 of the Londonderry Land Records. The part herein conveyed is described as follows:

Beginning at a point in the boundary line of the original lands of Maynard and Lucy Williams and lands of Blanche White, said point being marked by an iron pin, and being 50 feet southerly of the southeasterly corner of a parcel of land conveyed by the grantors to Walter and Emalie Jenkins, by deed of even date herewith, and further being approximately 403 feet southerly of the southerly side of Route #100; thence running westerly along lands retained by the grantors and in a line 50 feet southerly of and equally distant from the southerly boundary of a parcel of land concurrently conveyed by the grantors to Walter and Emalie Jenkins a distance of 268 feet, more or less, to a point to be marked by an iron pin; thence running southerly along the boundary line between lands of the grantors and lands of said Blanche White, a distance of 200 feet, more or less, to a point to be marked by an iron pin; thence running easterly in a line parallel to the first mentioned boundary herein a distance of 268 feet, more or less, to a point, said point to be marked by an iron pin; thence running northerly along lands of the Grantors a distance of 200 feet, more or less, to the point and place of beginning.

Excepting and reserving from this conveyance a right of way unto the grantors their heirs and assigns, and others, along the easterly portion of the within conveyed premises, said right of way to be for the purpose of installing a road across said lot and along the westerly boundary of the said Blanche White land, northerly across lands of the grantors and lands of other lots conveyed by the grantors to the southerly side of Route #100.

Including with this conveyance unto the grantee, their heirs and assigns, a right of way over said roadway to run from said lot to be used in common with the grantors, and others, along said roadway along the boundary line of lands of Blanche White northerly to the southerly side of Route #100.

The above premises are conveyed subject to the restriction, running to the grantors, or the survivor thereof, that the within conveyed premises shall not be used for business or commercial use."

Being the same parcel conveyed to Melbourne Williams and Sandra Williams from Russell Scott Williams, by virtue of a deed dated 2/19/2007, recorded 2/23/2007, in Deed Book 63, Page 355, County of Windham, State of Vermont.

PROPERTY ADDRESS: 135 Overlook Drive, Londonderry, VT 05148

13. The Mortgage, which is the subject of this action, provides that Plaintiff shall have the right to recover, in the event of default, from mortgagor, the costs and expenses of enforcement, including reasonable attorneys' fees.
14. The Mortgage provides that Plaintiff may make payment to protect the subject Property, including but not limited to delinquent taxes and insurance premiums and may recover the same from the mortgagee.
15. As of the date of this Complaint, the principal balance due to Plaintiff under the terms of the Note and Mortgage is \$43,840.83 in addition to accrued interest at 5.375%, and other fees/expenses as allowed thereunder, plus attorneys' fees and costs that are allowed under the Note and/or Mortgage.
16. Mortgagors failed to make the payments called for under the Note and Mortgage.
17. The failure of Mortgagors to make payments as set forth therein constitutes a breach of the subject Note and Mortgage held by Plaintiff. As a result of the breach, Plaintiff elects to call the total amount due on the Mortgage.
18. The Mortgagors are in default on their obligations under terms of the Note and Mortgage.
19. The following individuals may have some claim or interest or lien upon the Mortgaged Premises, as described in the mortgages, which interest is senior and superior to that of the Plaintiff:
20. The following individuals may have some claim or interest or lien upon the Mortgaged Premises, as described in the instrument(s) herein referenced, which interest is junior and inferior to that of the Plaintiff or previously, incorrectly discharge and are hereby joined in this action as Defendant(s) under VRCP Rule 80.1(b):
 - a. Any remaining interest of Russell Scott Williams arising from a Mortgage Deed dated December 21, 2006 in the amount of 163,000.00, recorded on December 22, 2006 in Book G-3, Page 251. No discharge of mortgage was recorded upon the transfer of the subject property to Russell Scott Williams. As a matter of law, the mortgage was extinguished upon the merger of the interest Russell Scott Williams in the subject property.
 - b. Any lien or encumbrance held by the Town of Londonderry by virtue of a Violation Notice dated September 28, 2022, recorded on October 17, 2022 in Book 96, Page 188.

- c. Any lien or encumbrance held by the Town of Londonderry by virtue of a Zoning Violation dated January 26, 2022, recorded on February 7, 2022 in Book 94, Page 230.
- d. OCCUPANTS residing at 135 Overlook Drive, Londonderry, VT 05148

**COUNT III
REFORMATION OF MORTGAGE**

- 21. Plaintiff incorporates paragraphs 1-21 as if set forth herein.
- 22. The Mortgage as recorded failed include a complete property description.
- 23. The Mortgagors intended to mortgage the Defendants' interest in the Property, but as result of mutual mistake the description attached to the Mortgage inadvertently omits several paragraphs of the description that are provided in the vesting deed referenced in the concluding paragraph of the description.
- 24. The Mortgage should be reformed to reflect that intention of the Mortgagor and Mortgagee, replacing the description attached to the Mortgage with the description provided by the vesting, Quitclaim Deed recorded in Book 63 at Page 355 of the Town of Londonderry Land Records and in Paragraph 12 above.

WHEREFORE, Plaintiff prays that this Honorable Court:

- a. Take jurisdiction in this matter;
- b. Determine the priorities of the parties' claims and interest in the collateral pledged to Plaintiff;
- c. Order Defendant(s) to pay to the Clerk of the Court for the benefit of Plaintiff all amounts due and to become due on the Note and Mortgage, with interest thereon, together with sums expended, reasonable attorney's fees and costs, and in default thereof order that the Defendants and all persons claiming by and from and under them be forever foreclosed of all equity of redemption in the Mortgaged Premises;
- d. Order that upon the failure of Defendant(s) to redeem, their interest in the Mortgaged Premises, grant Plaintiff a Writ of Possession of the Mortgaged Premises;
- e. Enter a Judgment of Foreclosure By Sale;
- f. Award Plaintiff its costs of maintaining and protecting the value of the Mortgaged Premises during the pendency of this action, including, but not limited to the payment of municipal charges, taxes and insurance payments which may now be due or become due and owing;
- g. To the extent appropriate, award Plaintiff its costs, attorney's fees, including attorney's fees in excess of two (2) percent, and expenses incurred in bringing this action;

- h. Award Plaintiff, to the extent appropriate, statutory damages, fees and costs pursuant to 27 V.S.A. § 464(b).
- i. Reform the Mortgage to included a complete property description.
- j. Grant such other relief as is equitable and just.

NOTICE TO DEFENDANTS: YOU MUST ENTER YOUR APPEARANCE IN ORDER TO RECEIVE NOTICE OF THE FORECLOSURE JUDGMENT WHICH WILL SET FORTH THE MONEY WHICH YOU MUST DEPOSIT TO REDEEM THE PREMISES AND THE PERIOD OF TIME ALLOWED TO DEPOSIT THIS AMOUNT.

DATED May 6, 2025
Waitsfield, Vermont



Daniel Young, Esq.
Korde & Associates, P.C.
Attorneys for Plaintiff
PO Box 872, 5222 Main Street #3
Waitsfield, VT 05673
(802) 393-4184
danyoung@kordeassociates.com

EXHIBIT A

63/355

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, THAT I, RUSSELL SCOTT WILLIAMS, of Londonderry, Vermont, Grantor, in the consideration of One Dollar and other good and valuable consideration paid to my full satisfaction by MELBOURNE WILLIAMS and SANDRA WILLIAMS, husband and wife, of Marlboro, New Hampshire, Grantees, have REMISED, RELEASED AND FOREVER QUITCLAIMED unto the said Grantees, MELBOURNE WILLIAMS and SANDRA WILLIAMS themselves, their heirs and assigns, all right and title which RUSSELL SCOTT WILLIAMS, himself or his heirs have in, and to certain land and premises located in the Town of Londonderry, in the County of Windham, State of Vermont, described as follows:

Being all the same lands and premises conveyed to RUSSELL SCOTT WILLIAMS by Warranty Deed of MELBOURNE WILLIAMS and SANDRA WILLIAMS, dated November 22, 2004 and recorded in Book 63, Page 168 of the Londonderry Town Land Records on September 19, 2006 and described as follows:

PARCEL A: Being all and the same lands and premises as conveyed to Melbourne Williams and Sandra Williams by quit claim deed of Maynard H. Williams and Lucy E. Williams dated July 23, 1993 and recorded January 15, 1994 in Book 51, Page 158 of the Londonderry Land Records. The premises are therein described as follows:

Being a portion of the land and premises conveyed to the herein Grantors by Lena B. Williamson by deed dated May 14, 1953 and recorded in Book 47, Page 225 of the Londonderry, Vermont Land Records. The land and premises herein conveyed are subject to the conditions set forth in Exhibit A and are two parcels more particularly described as follows:

PARCEL I: Beginning at a point set in a stonewall marking the common corner of the premises herein conveyed and other lands of the herein Grantees and land of Alexander; thence N 20° 52' E along a stonewall 51.1 feet; thence S 80° 47' E 296.5 feet to a point; thence S 27° 23' W 47.3 feet, more or less, to a point marking a common corner of the premises herein conveyed and other lands of the herein Grantees; thence N 80° 47' W 304 feet along the common boundary of the premises herein conveyed and other lands of the herein Grantees to the point of the beginning.

PARCEL II: Beginning at a point marked by an iron pin set in a stonewall marking the common corner of the premises herein conveyed and lands of Dryden mad lands to be conveyed to

Blaisdell; thence N 20° 47' E 77.3 feet; thence N 19° 76' E 73.8 feet, the last two courses being along a stonewall marking the common boundary of the premises herein conveyed and lands of Dryden and/or Alexander; thence S 80° 48' E 278.9 feet along the common boundary of the premises herein conveyed and other lands of the herein Grantees; thence S 19° 38' W 197.1 feet along the common boundary of the premises herein conveyed and other lands of the herein Grantors; thence N 71° 18' W 275.4 feet along the common boundary of the premises herein conveyed and lands to be conveyed to Blaisdell to the point of beginning.

Conveying Parcel A containing .34 acres, more or less, and Parcel C containing 1.09 acres, more or less, on a survey entitled "Survey for Robert and Constance Blaisdell and Melbourne and Sandra Williams, Londonderry, VT" as prepared by Dauchy Associates, Inc., drawing No. 88-1577."

PARCEL B: Being all and the same lands and premises conveyed to Melbourne Williams and Sandra Williams by warranty deed of Maynard H. Williams and Lucy E. Williams dated June 22, 1966 and recorded July 21, 1967 in Book 29, Page 431 of the Londonderry Land Records. The premises are therein described as follows:

Being a part of the premises conveyed to Maynard H. and Lucy E. Williams by Lena B. Williamson dated May 14, 1953, recorded in Book 27, at Page 225 of the Londonderry Land Records. The part herein conveyed is described as follows:

63/356

Beginning at a point in the boundary line of the original lands of Maynard and Lucy Williams and lands of Blanche White, said point being marked by an iron pin, and being 50 feet southerly of the southeasterly corner of a parcel of land conveyed by the grantors to Walter and Emalie Jenkins, by deed of even date herewith, and further being approximately 403 feet southerly of the southerly side of Route #100; thence running westerly along lands retained by the grantors and in a line 50 feet southerly of and equally distant from the southerly boundary of a parcel of land concurrently conveyed by the grantors to Walter and Emalie Jenkins a distance of 268 feet, more or less, to a point to be marked by an iron pin, thence running southerly along the boundary line between lands of the grantors and lands of said Blanche White, a distance of 200 feet, more or less, to a point to be marked by an iron pin, thence running easterly in a line parallel to the first mentioned boundary herein a distance of 268 feet, more or less, to a point, said point to be marked by an iron pin; thence running northerly along lands of the Grantors a distance of 200 feet, more or less, to the point mad place of beginning.

Excepting and reserving from this conveyance a right of way unto the grantors their heirs and assigns, and others, along the easterly portion of the within conveyed premises, said right of way to be for the purpose of installing a road across said 1st and along the westerly boundary of the said Blanche White land, northerly across lands of the grantors and lands of other lots conveyed by the grantors to the southerly side of Route #100.

Including with this conveyance unto the grantee, their heirs and assigns, a right of way over said roadway to run from said lot to be used in common with the grantors, and others, along said roadway along the boundary line of lands of Blanche White northerly to the southerly side of

2

MEUB ASSOCIATES, INC.
65 GROVE STREET • RUTLAND, VERMONT 05701

Route #100.

The above premises are conveyed subject to the restriction, running to the grantors, or the survivor thereof, that the within conveyed premises shall not be used for business or commercial use.

TO HAVE AND HOLD all right and title in and to said quitclaimed premises, with the appurtenances thereof, to the said MELBOURNE WILLIAMS and SANDRA WILLIAMS, themselves and their heirs and assigns forever.

AND FURTHERMORE the said RUSSELL SCOTT WILLIAMS, does for himself, himself, his heirs, personal representatives and assigns, covenant with the said MELBOURNE WILLIAMS and SANDRA WILLIAMS themselves, their heirs and assigns, that from and after the ensembling of these presents the said RUSSELL SCOTT WILLIAMS will have and claim no right, in, or to the said quit-claimed premises, except as herein provided.

IN WITNESS WHEREOF, I sign this instrument this 19th day of February, 2007.

IN PRESENCE OF:

William Meub
WITNESS

Russell Scott Williams
RUSSELL SCOTT WILLIAMS

STATE OF VERMONT
Rutland COUNTY, SS

At the City of Rutland in said County, this 19th day of February, 2007, RUSSELL SCOTT WILLIAMS personally appeared, and he acknowledged that he signed this instrument as his free act and deed.

William Meub
Notary Public
My Commission Expires: 2/10/11

Vermont Property Transfer Tax 32 V.S.A. Chap. 231
• ACKNOWLEDGMENT •
Return Rec'd • Tax Paid • Including Certificate & #
Rec'd Act. 250 Disclosure Statement
Signed W. Mitchell att. Clerk
Date 2-23-07 Return # 07-19

LONDONDERRY, VT Town Clerk's Office
Received for record
February 23 A.D. 2007
at 9 o'clock 00 minutes A M
and Recorded in Book 63 Page 355
Attest Shirley E. Smith
Town Clerk

MEUB ASSOCIATES, INC.
65 GROVE STREET • RUTLAND, VERMONT 05701

-356

84-426

84/426

Londonderry, VT Town Clerk's Office
 Received for Record
 July 18 A.D. 2019
 at 10 o'clock 45 minutes AM
 and Recorded in Book 84 Page 426-428
 Attest *Brian M. Galt*
 Town Clerk 2551

WARRANTY DEED

KNOW ALL PEOPLE BY THESE PRESENTS:

THAT we, MELBOURNE WILLIAMS and SANDRA WILLIAMS, husband and wife,
 of Marlow, in the County of Cheshire and State of New Hampshire, Grantors, in the
 consideration of One Dollar and other valuable consideration paid to our full satisfaction by
 RUSSELL SCOTT WILLIAMS, of Londonderry, in the County of Windham and State of
 Vermont, Grantee, by these presents, do freely GIVE, GRANT, SELL, CONVEY AND
 CONFIRM unto the said Grantee, RUSSELL SCOTT WILLIAMS, his heirs and assigns
 forever, certain lands and premises in Londonderry, in the County of Windham and State of
 Vermont, described as follows, viz:

Being all and the same lands and premises as conveyed to Melbourne Williams and Sandra
 Williams by Quitclaim Deed of Russell Scott Williams dated February 19, 2007 and recorded
 February 23, 2007 in Book 63, Page 355 of the Londonderry Land Records. The premises are
 more particularly described as follows:

"Being all and the same lands and premises as conveyed to Russell Scott Williams by Warranty
 Deed of Melbourne Williams and Sandra Williams dated November 22, 2004 and recorded in
 Book 63, Page 168 of the Londonderry Town Land Records on September 19, 2006 and
 described as follows:

PARCEL A: Being all and the same lands and premises as conveyed to Melbourne Williams
 and Sandra Williams by quit claim deed of Maynard H. Williams and Lucy E. Williams dated
 July 23, 1993 and recorded January 15, 1994 in Book 51, Page 158 of the Londonderry Land
 Records. The premises are therein described as follows:

Being a portion of the land and premises conveyed to the herein Grantors by Lena B.
 Williamson by deed dated May 14, 1953 and recorded in Book 47, Page 225 of the
 Londonderry, Vermont Land Records. The land and premises herein conveyed are subject to
 the conditions set forth in Exhibit A and are two parcels more particularly described as follows:

PARCEL 1: Beginning at a point set in a stonewall marking the common corner of the premises
 herein conveyed and other lands of the herein Grantees and land of Alexander; thence N 20° 52'
 E along a stonewall 51.1 feet; thence S 80° 47' E 296.5 feet to a point; thence S 27° 23' W 47.3
 feet, more or less, to a point marking a common corner of the premises herein conveyed and
 other lands of the herein Grantees; thence N 80° 47' W 304 feet along the common boundary of
 the premises herein conveyed and other lands of the herein Grantees to the point of the

Vermont Property Transfer Tax 32 V.S.A. Chap. 231
 ACKNOWLEDGMENT

Return Received
 Signed *Brian M. Galt* Clerk
 Date 7/18/2019 Return # 19-18

DAKIN & DENELLI P.C.
 ATTORNEYS AT LAW
 P.O. BOX 499
 CHESTER VERMONT
 05143-0499
 (802) 875-2512

beginning.

PARCEL II: Beginning at a point marked by an iron pin set in a stonewall marking the common corner of the premises herein conveyed and lands of Dryden and lands to be conveyed to Blaisdell; thence N 20° 47' E 77.3 feet; thence N 19° 76' E 73.8 feet, the last two courses being along a stonewall marking the common boundary of the premises herein conveyed and lands of Dryden and/or Alexander; thence S 80° 48' E 278.9 feet along the common boundary of the premises herein conveyed and other lands of the herein Grantees; thence S 19° 38' W 197.1 feet along the common boundary of the premises herein conveyed and other lands of the herein Grantors; thence N 71° 18' W 275.4 feet along the common boundary of the premises herein conveyed and lands to be conveyed to Blaisdell to the point of beginning.

Conveying Parcel A containing .34 acres, more or less, and Parcel C containing 1.09 acres, more or less, on a survey entitled "Survey for Robert and Constance Blaisdell and Melbourne and Sandra Williams, Londonderry, VT" as prepared by Dauchy Associates, Inc., drawing No. 88-1577."

PARCEL B: Being all and the same lands and premises conveyed to Melbourne Williams and Sandra Williams by warranty deed of Maynard H. Williams and Lucy E. Williams dated June 22, 1966 and recorded July 21, 1967 in Book 29, Page 431 of the Londonderry Land Records. The premises are therein described as follows:

Being a part of the premises conveyed to Maynard H. and Lucy E. Williams by Lena B. Williamson dated May 14, 1953, recorded in Book 27, at Page 225 of the Londonderry Land Records. The part herein conveyed is described as follows:

Beginning at a point in the boundary line of the original lands of Maynard and Lucy Williams and lands of Blanche White, said point being marked by an iron pin, and being 50 feet southerly of the southeasterly corner of a parcel of land conveyed by the grantors to Walter and Enalie Jenkins, by deed of even date herewith, and further being approximately 403 feet southerly of the southerly side of Route #100; thence running westerly along lands retained by the grantors and in a line 50 feet southerly of and equally distant from the southerly boundary of a parcel of land concurrently conveyed by the grantors to Walter and Enalie Jenkins a distance of 268 feet, more or less, to a point to be marked by an iron pin; thence running southerly along the boundary line between lands of the grantors and lands of said Blanche White, a distance of 200 feet, more or less, to a point to be marked by an iron pin; thence running easterly in a line parallel to the first mentioned boundary herein a distance of 268 feet, more or less, to a point, said point to be marked by an iron pin; thence running northerly along lands of the Grantors a distance of 200 feet, more or less, to the point and place of beginning.

Excepting and reserving from this conveyance a right of way unto the grantors their heirs and assigns, and others, along the easterly portion of the within conveyed premises, said right of way to be for the purpose of installing a road across said lot and along the westerly boundary of the said Blanche White land, northerly across lands of the grantors and lands of other lots conveyed by the grantors to the southerly side of Route #100.

Including with this conveyance unto the grantee, their heirs and assigns, a right of way over said

DAKIN & BENELLI P.C.
ATTORNEYS AT LAW
P.O. BOX 499
CHESTER, VERMONT
05143-0499
002 875-2512

roadway to run from said lot to be used in common with the grantors, and others, along said roadway along the boundary line of lands of Blanche White northerly to the southerly side of Route #100.

The above premises are conveyed subject to the restriction, running to the grantors, or the survivor thereof, that the within conveyed premises shall not be used for business or commercial use."

TO HAVE AND TO HOLD all said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, RUSSELL SCOTT WILLIAMS, his heirs and assigns, to their own use and behoof forever; And we, the said Grantors, MELBOURNE WILLIAMS and SANDRA WILLIAMS, husband and wife, for ourselves and our heirs and assigns, do covenant with the said Grantee, RUSSELL SCOTT WILLIAMS, his heirs and assigns, that until the ensealing of these presents, we are the sole owners of the premises, and have good right and title to convey the same in the manner aforesaid; that they are **FREE FROM EVERY ENCUMBRANCE**, except as aforesaid; and we hereby engage to **WARRANT AND DEFEND** the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 17th day of July A.D. 2019.

Melbourne Williams
by *Sandra Williams*
his attorney in fact
Melbourne Williams by Sandra
Williams, his attorney in fact
Sandra Williams
Sandra Williams

STATE OF VERMONT
COUNTY OF WINDSOR, SS.

At Chester, this 17th day of July, 2019, Sandra Williams, individually and as attorney in fact for Melbourne Williams, personally appeared, and she acknowledged this instrument, by her sealed and subscribed, to be her free act and deed and the free act and deed of Melbourne Williams.

DAKIN & BENELLI P.C.
ATTORNEYS AT LAW
P.O. BOX 499
CHESTER, VERMONT
05143-0499
802 876-2512

William E. Dakin, Jr.
Notary Public State of Vermont
Commission Expires: 01/31/2021
Commission #: 0004229

Before me *W. E. Dakin, Jr.*
Notary Public

EXHIBIT B

NOTE

October 10, 2013

[Date]

Londonderry

[City]

VT

[State]

135 Overlook Drive, Londonderry, VT 05148

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 72,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is Green Tree Servicing LLC

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.375 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the First day of each month beginning on December 1, 2013. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on November 1, 2043, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O.Box 94710, Palatine, IL 60094-4710

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 403.18

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of **Fifteen** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **5.000** % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

NOTICE TO CO-SIGNER

YOUR SIGNATURE ON THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Sandra Williams (Seal)
-Borrower

(Seal)
-Borrower

☐ Refer to the attached *Signature Addendum* for additional parties and signatures.

[Sign Original Only]

ALLONGE TO NOTE

Statement of Purpose: This Note Allonge is attached to and made a part of the Note, for the purpose of Noteholder Endorsement to evidence a transfer of interest.

TERMS OF THE NOTE

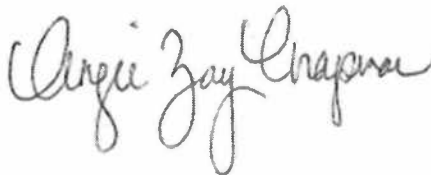
Note Date	10/10/2013
Borrower(s):	Est of SANDRA WILLIAMS
Original Lender:	Green Tree Servicing LLC
Original Loan Amount:	\$ 72000
Property Address:	135 OVERLOOK DR, LONDONDERRY, VT 05148
Loan Number(s):	
Client / Investor:	New Residential Mortgage LLC

PAY TO THE ORDER OF:

WITHOUT RECOURSE

Ditech Financial LLC sbm Green Tree Servicing, LLC

by: NewRez LLC d/b/a Shellpoint Mortgage Servicing, as attorney in fact



Angie Fay Chapman, Vice President

EXHIBIT C

Return To:
LSI-LPS
East Recording Solutions
700 Cherrington Parkway
Ceresco, PA 15109

Prepared By:
Dominic Cason

1100 Virginia Drive
Suite 100A
Fort Washington, PA 19034

LONDONDERRY, VT Town Clerk's Office

Received for record
October 16th A.D. 2013
at 1 o'clock 15 minutes P M
and Recorded in Book 71 Page 241-260
Attest Kelly M. Pajala
Town Clerk

[Space Above This Line For Recording Data]

MORTGAGE

MIN [REDACTED]

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated October 10, 2013 together with all Riders to this document.

(B) "Borrower" is Melbourne Williams her non borrowing spouse and Sandra Williams

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

106AVT [REDACTED]

10/09/2013 05:48am

VERMONT-Single Family-Fannie Mae/Freddie-Mac UNIFORM INSTRUMENT WITH MERS

Form 3046 1/01 (rev. 12/03)

VMP-6A(VT) (1302).00

Page 1 of 15

Initials:

SLW MHW

VMP Mortgage Solutions, Inc.



(D) "Lender" is Green Tree Servicing LLC

Lender is a Corporation

organized and existing under the laws of Delaware

Lender's address is 1400 Landmark Towers, 345 Saint Peter Street, Saint Paul, MN 55102

(E) "Note" means the promissory note signed by Borrower and dated October 10, 2013

The Note states that Borrower owes Lender Seventy Two Thousand and 00/100

Dollars

(U.S. \$72,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than November 1, 2043

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☒ 1-4 Family Rider
☐ VA Rider	☐ Biweekly Payment Rider	☐ Other(s) [specify]

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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VERMONT-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

VMP-6A(VT) (1302).00

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MHW

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose and in consideration of the debt, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successor and assigns of MERS, with power of sale, the following described property located in the County [Type of Recording Jurisdiction] of Windham [Name of Recording Jurisdiction]:

The Assessor's Parcel Number (Property Tax ID#) for the Real Property is 102031. See Attached Legal Description

Parcel ID Number: 102031
135 Overlook Drive
Londonderry
("Property Address"):

which currently has the address of
[Street]
[City], Vermont 05148 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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VERMONT-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

VMP-6A(VT) (1302).00

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's

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VERMONT-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

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obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien

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which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance

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proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien

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which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

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(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender

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to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the

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new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender or Borrower invokes the power of sale, and the Property is judicially ordered to be sold pursuant to such power, Lender shall mail a copy of a notice of sale by registered mail to Borrower at the Property Address or at any other address Borrower delivers to Lender in writing for that purpose. Lender shall publish the notice of sale for the time and in the manner required by Applicable Law and, without further demand on Borrower, the Property shall be sold at the time and under the terms designated by the court and in the notice of sale. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall discharge this Security Instrument. Borrower shall pay any recordation costs if permitted by Applicable Law. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Waiver of Homestead and Other Interests. Borrower (including any co-signer) waives all rights of homestead exemption in the Property and relinquishes all statutory and common law rights in the Property in the nature of dower and curtesy.

106AVT

VERMONT-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

VMP-6A(VT) (1302).00

Page 13 of 15

Initials: SLW

10/09/2013 05:48am

Form 3046 1/01 (rev. 12/03)

MEH

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

Sandra Williams (Seal)
-Borrower

Melbourne Williams (Seal)
-Borrower

-Borrower (Seal)
-Borrower

-Borrower (Seal)
-Borrower

-Borrower (Seal)
-Borrower

106AVT

VERMONT-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

VMP-6A(VT) (113021.00)

Page 14 of 15

10/09/2013 05:48am

Form 3046 1/01 (rev. 12/03)

(Ld)
NH

(Ld)

Cheshire

STATE OF VERMONT, Windham

County ss:

On this 10th day of October 2013

, personally appeared ?

Sandra L. Williams and Melbourne H. Williams

signer(s) and sealer(s) of the foregoing written instrument and acknowledged the same to be his/her/their free act and deed.

Before me: Lauralei Knight

My Commission Expires: 4/15/14

Lauralei Knight
Notary Public



Loan origination organization Green Tree Servicing LLC

NMLS ID 1057

Loan originator Paul Blasetti

NMLS ID 133718

106AVT

VERMONT-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

VMP-6A(VT) (1302).00

Page 15 of 15

Initials: SW

Form 3046 1/01 (rev. 12/03)

10/09/2013 05:48am

MHW

1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 10th day of October, 2013, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Green Tree Servicing LLC

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 135 Overlook Drive, Londonderry, VT 05148

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

1057R

10/09/2013 05:48am

MULTISTATE 1- 4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3170 1/01



MHW

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

1057R

10/09/2013 05:48am

MULTISTATE 1- 4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP® -57R (0811)

Page 2 of 3

Initials: SLW Form 3170 1/01

MHE

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

Sandra L Williams (Seal)
Sandra Williams -Borrower

Melbourne Williams (Seal)
Melbourne Williams -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

1057R

MULTISTATE 1- 4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
VMP®-57R (0811)

Page 3 of 3

10/09/2013 05:48am

Form 3170 1/01

Order No.:
Loan No.:



Exhibit A

The following described property:

In the Town of Londonderry, in the County of Windham, State of Vermont, described as follows.

Being all the same lands and premises conveyed to Russell Scott Williams by Warranty Deed of Melbourne Williams and Sandra Williams, dated November 22, 2004 and recorded in Book 63, Page 168 of the Londonderry Town Land Records on September 19, 2006 and described as follows.

Parcel A: Being all and the same lands and premises as conveyed to Melbourne Williams and Sandra Williams by quit claim deed of Maynard It Williams and Lucy E Williams dated July 23, 1993 and recorded January 15, 1994 in Book 51, Page 158 of the Londonderry Land Records. The premises are therein described as follows;

Being a portion of the land and premises conveyed to the herein Grantors by Lena B I Williamson by deed dated May 14, 1953 and recorded in Book 47, Page 225 of the Londonderry, Vermont Land Records. The land and premises herein conveyed are subject to the conditions set forth in Exhibit A and are two parcels more particularly described as follows.

Parcel I: Beginning at a point set in a stonewall marking the common coiner of the premises herein conveyed and other lands of the herein Grantees and land of Alexander, thence N 20 degrees 52' E along a stonewall 51 I feet, thence S 80 47' E 296 5 feet to a point; thence S 27 degrees 23' W 47.3 feet, more or less, to a point marking a common coiner of the premises herein conveyed and other lands of the herein Grantees; thence N 80 degrees 47 W 304 feet along the common boundary of the premises herein conveyed and other lands of the herein Grantees to the point of the beginning

Parcel II: Beginning at a point marked by an iron pin set, in a stonewall marking the common corner of the premises herein conveyed and lands of Dryden mad lands to be conveyed to

Beginning at a point in the boundary line of the original lands of Maynard and Lucy Williams and lands of Blanche White, said point being marked by an iron pin, and being 50 feet southerly of the southeasterly corner of a parcel of land conveyed by the grantors to

Walter and Emahe Jenkins, by deed of even date herewith, and further being approximately 403 feet southerly of the southerly side of Route No. 100; thence running westerly along lands retained by the grantors and in a line 50 feet southerly of and equally distant from the southerly boundary of a parcel of land concurrently conveyed by the grantors to Walter and Emalie Jenkins a distance of 268 feet, more or less, to a point to be marked by an Iron pin, thence running southerly along the boundary line between lands of the grantors and lands of said Blanche White, a distance of 200 feet, more or less, to a point to be marked by an iron pin; thence running easterly in a line parallel to the first mentioned boundary herein a distance of 268 feet, more or less, to a point, said point to be marked by an iron pin, thence running northerly along lands of the Grantors a distance of 200 feet, more or less, to the point mad place of beginning.

Excepting and reserving from this conveyance a right of way unto the grantors their heirs and assigns, and others, along the easterly portion of the within conveyed premises, said right of way to be for the purpose of installing a road across said 16t and along the westerly boundary of the said Blanche White land, northerly across lands of the grantors and lands of other lots conveyed by the grantors to the southerly side of Route No. 100.

Including with this conveyance unto the grantee, their heirs and assigns, a right of way over said roadway .to run from said lot to be used in common with the grantors, and others, along said roadway along the boundary line of lands of Blanche White northerly to the southerly side of

Being the same parcel conveyed to Melbourne Williams and Sandra Williams from Russell Scott Williams, by virtue of a deed dated 2/19/2007, recorded 2/23/2007, in Deed Book 63, Page 355, County of Windham, State of Vermont.

Assessor's Parcel No: 102031

EXHIBIT D

Loan Number [REDACTED]

Londonderry, VT Town Clerk's Office

Received for Record

December 9 A.D. 20 24
at 9 o'clock 40 minutes A M
and Recorded in Book 101 Page 542

Attest
Town Clerk

ASSIGNMENT OF MORTGAGE

SEND ALL OTHER BORROWER OR LOAN RELATED CORRESPONDENCE TO: Shellpoint Mortgage Servicing, P.O. Box 10826, Greenville, SC 29603-0826, Toll-free Phone: (800) 365-7107

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS MORTGAGEE, AS NOMINEE FOR GREEN TREE SERVICING LLC, ITS SUCCESSORS AND ASSIGNS, (ASSIGNOR), (MERS Address: P.O. Box 2026, Flint, Michigan 48501-2026) by these presents does convey, grant, assign, transfer and set over the described Mortgage together with all liens, and any rights due or to become due thereon to NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING, WHOSE ADDRESS IS 601 OFFICE CENTER DRIVE SUITE 125, FORT WASHINGTON, PA 19034, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE).

Said Mortgage bearing the date 10/10/2013, made by SANDRA WILLIAMS AND MELBOURNE WILLIAMS to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS MORTGAGEE, AS NOMINEE FOR GREEN TREE SERVICING LLC, ITS SUCCESSORS AND ASSIGNS and recorded in Book 71 and Page 241, of the land records of the city/town of LONDONDERRY State of Vermont.

Property is commonly known as: 135 OVERLOOK DRIVE, LONDONDERRY, VT 05148.

IN WITNESS WHEREOF, this Assignment is executed on 11/25 /2024 (MM/DD/YYYY).
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS MORTGAGEE, AS NOMINEE FOR GREEN TREE SERVICING LLC, ITS SUCCESSORS AND ASSIGNS

By: K Eisele

Kostadina Eisele
VICE PRESIDENT

All persons whose signatures appear above have qualified authority to sign and have reviewed this document and supporting documentation prior to signing.

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization on 11/25 /2024 (MM/DD/YYYY), by Kostadina Eisele as VICE PRESIDENT of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS MORTGAGEE, AS NOMINEE FOR GREEN TREE SERVICING LLC, ITS SUCCESSORS AND ASSIGNS, who, as such VICE PRESIDENT being authorized to do so, executed the foregoing instrument for the purposes therein contained. He/she/they is (are) personally known to me.

Tanner Dickson
Tanner Dickson
Notary Public - STATE OF FLORIDA
Commission expires: 10/01/2028



TANNER DICKSON
NOTARY PUBLIC
STATE OF FLORIDA
COMM# HH 580094
EXPIRES: OCT 1, 2028

When Recorded Return To: Shellpoint Mortgage Servicing, C/O Nationwide Title Clearing, LLC 2100 Alt. 19 North, Palm Harbor, FL 34683

[REDACTED] MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) PRE-REFERRAL
[REDACTED] MERS PHONE 1-888-679-6377 MERS Mailing Address: P.O. Box 2026, Flint, MI 48501-2026 DOC# T222411-10:32:59 [C-1] FRMVTI



D0109739001

STATE OF VERMONT

SUPERIOR COURT
WINDHAM UNIT

CIVIL DIVISION
DOCKET #

NEWREZ LLC D/B/A SHELLPOINT MORTGAGE
SERVICING
Plaintiff

v.

MELBOURNE WILLIAMS

RUSSELL SCOTT WILLIAMS

TOWN OF LONDONDERRY

OCCUPANTS residing at 135 OVERLOOK DRIVE,
LONDONDERRY, VT 05148
Defendants

**NOTICE OF APPEARANCE
For Self Represented Litigant**

I am the: ___ Plaintiff ___ Defendant in this case.

I will represent myself and I hereby enter my appearance with the court. If I decide to be represented by an attorney in the future, either my attorney or I will notify the court of the change.

In representing myself, I understand that I **MUST**:

1. **Notify the Court in writing of any changes in my address, phone number or e-mail address.**
2. **Give or send copies of any papers I file with the court to the other party in this case. If the Plaintiff has an attorney, I will give or send copies to the Plaintiff's attorney.**
3. **File a certificate of service with the court swearing that I have sent the papers I am filing to all parties. I understand that I can find that form on the Vermont Judiciary website or at the court house.**

All court papers may be mailed to me by first class mail at the address listed below.

My Street Address

Mailing Address (if different)

Phone Number (day)

Email Address

Date

Signature

STATE OF VERMONT

SUPERIOR COURT
WINDHAM UNIT

CIVIL DIVISION
DOCKET #

NEWREZ LLC D/B/A SHELLPOINT MORTGAGE
SERVICING

Plaintiff

v.

MELBOURNE WILLIAMS

RUSSELL SCOTT WILLIAMS

TOWN OF LONDONDERRY

OCCUPANTS residing at 135 OVERLOOK DRIVE,
LONDONDERRY, VT 05148

Defendants

VERIFIED ANSWER - FORECLOSURE CASE

1. My name is _____
I have been sued in this case.
2. My answer to each numbered paragraph of the Complaint is as follows:
(For each paragraph, state whether you agree, disagree, or don't know)
Paragraph 1. _____
Paragraph 2. _____
Paragraph 3. _____
Paragraph 4. _____
(Add additional pages if needed)
3. I deny every allegation not specifically admitted above.
4. I have legal defenses to the claims made against me. I understand if I don't list any legal defenses or reasons why the plaintiff shouldn't win, I may lose by default. My legal defenses are:
(Defenses are legal reasons why the plaintiff shouldn't win the foreclosure case. If you don't know if you have legal defenses, talk to an attorney. See the Finding Legal Help web page on the Vermont Judiciary website for information about free and low cost ways to talk to an attorney: www.vermontjudiciary.org/self-help/finding-legal-help.)
a. _____
b. _____
c. _____

d. _____

(Add additional pages if needed.)

5. If I have a counterclaim against the Plaintiff, I am filing that separately with the required filing fee.
6. I understand I must email, mail, or hand deliver (file) my completed Answer with the court by the deadline. I understand if I don't file an Answer by the deadline, the court may enter a default judgment against me and I will lose the foreclosure case.
7. I understand I must also email, mail, or hand deliver (serve) a copy of my Answer and any attachments to all the parties in the case. I understand I must also file and serve a Certificate of Service (form 600-00264) saying I did so.
8. I understand I must serve a copy of anything I file with the court on all parties in the case, and must file a Certificate of Service form every time I file anything.
9. I understand I must follow the Vermont Rules of Civil Procedure.
10. I agree that all papers in this case may be sent to me at the address below

VERIFICATION

I declare that the above statement is true and accurate to the best of my knowledge and belief. I understand that if the above statement is false, I will be subject to the penalty of perjury, or other sanctions, in the discretion of the court.

Date _____

Signature

Printed Name

Address 1

Address 2

Email

Phone



Appointment of Alternative Authorized Representative



Instructions: Complete this form, then email it to rod.gelio@vermont.gov.

If you have questions about a specific loan’s authorized representative, please contact your [CWSRF or DWSRF Project Developer](#).

This form applies to:

- ☒ All Clean Water and Drinking Water State Revolving Fund loans; or
- ☐ A specific loan: Loan Number [Click or tap here to enter text.](#)

The **Town of Londonderry**, as legislative body of the applicant, hereby authorized **Aileen Tulloch** to act as an alternative authorized representative of the applicant for the purpose of furnishing to the State of Vermont such information, data and documents pertaining to the above noted project as may be required and otherwise to act as the authorized representative of the applicant in connection with the project.

Select one or both options below:

- ☐ This is an additional authorized representative.
- ☒ This is a change in authorized representative. If change in authorized representative, they are replacing **Shane O’Keefe**

All authorized representatives and any alternate authorized representatives must be members of the owner’s governing body or direct employees of the owner and may not be independent contractors working for the owner.

Updated contact information for additional/alternate authorized representative(s):

Name: Aileen Tulloch
Title: Town Administrator
Mailing Address: 100 Old School Street, South Londonderry, VT 05155
Email: townadmin@londonderryvt.org
Phone number: 802-824-3356

Signed by the majority of the legislative body on **June 30, 2025**.

_____	_____
_____	_____
_____	_____

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 3

The Effective Date of this Amendment is: June 30, 2025.

Background Data:

Effective Date of Agreement: December 16, 2019

Owner: Town of Londonderry Engineer: Dufresne Group

Project: Community Wastewater Study

Nature of Amendment: Modifications of payment to Engineer

Description of Modifications:

- Reduce North Village special (not to exceed) budget by \$10,609.00 to match actual expenses incurred.
- Reduce South Village special (not to exceed) budget by \$9,087.00 to match actual expenses incurred.
- Refer to attached spreadsheet for funding source details.

Agreement Summary:

	<u>North Village</u> (RF1-308)	<u>South Village</u> (RF1-309)
Original Agreement amount (12/16/2019 – EPA Grant):	\$ 16,000.00	\$ 16,000.00
Amendment 1 (4/28/2022 – CWSRF Loan):	\$ 40,000.00	\$ 40,000.00
Amendment 1A (6/13/2022 – CWSRF Loan):	\$ 37,500.00	\$ 38,000.00
This amendment amount (CWSRF Loan):	\$ (10,609.00)	\$ (9,087.00)
Adjusted Agreement Amount per Loan:	\$ 66,891.00	\$ 68,913.00
Total Adjusted Agreement Amount:	\$ 135,5804.00	

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

Town of Londonderry

Dufresne Group

By: _____

By: _____

Print _____

Print _____

name: Aileen Tulloch

name: Christina Haskins

Title: Town Administrator

Title: Co-President

Date Signed: _____

Date Signed: June 30, 2025

Project Cost Summary
North Village Community Wastewater System
Londonderry, VT
June 25, 2025

Bucket Description	Budget/Funding Source - Current				Budget/Funding Source - Proposed			
	Budget	Type	CWSRF	ARPA	Budget	Type	CWSRF	ARPA
Engineering - Step I	\$ 32,000.00	LS	\$ 32,000.00	\$ -	\$ 32,000.00	LS	\$ 29,770.00	\$ 2,230.00
Engineering - Step I	\$ 45,500.00	NTE	\$ 45,500.00	\$ -	\$ 34,891.00	NTE	\$ 29,012.00	\$ 5,879.00
Engineering - Step II	\$ 65,000.00	LS	\$ -	\$ 65,000.00	\$ 65,000.00	LS	\$ 26,000.00	\$ 39,000.00
Engineering - Step II	\$ 109,000.00	NTE	\$ -	\$ 109,000.00	\$ 109,000.00	NTE	\$ 26,914.00	\$ 82,086.00
Engineering - Step III	\$ -	LS/NTE	\$ -	\$ -	TBD	LS/NTE	\$ -	TBD
Administrative	\$ 15,000.00	NTE	\$ 15,000.00	\$ -	\$ 11,464.00	NTE	\$ 11,464.00	\$ -
Legal	\$ 29,000.00	NTE	\$ 29,000.00	\$ -	\$ 1,840.00	NTE	\$ 1,840.00	\$ -
Appraisal	\$ 3,500.00	NTE	\$ 3,500.00	\$ -	\$ -	NTE	\$ -	\$ -
Admin/Legal/Other	\$ -	NTE	\$ -	\$ -	\$ 25,000.00	NTE	\$ -	\$ 25,000.00
Construction	\$ -	NTE	\$ -	\$ -	TBD	NTE	\$ -	TBD
Contingency	\$ -	NTE	\$ -	\$ -	TBD	NTE	\$ -	TBD
TOTALS	\$ 299,000.00		\$ 125,000.00	\$ 174,000.00	\$ 279,195.00		\$ 125,000.00	\$ 154,195.00
Funding Cap			\$ 125,000.00	\$ 4,143,300.00			\$ 125,000.00	\$ 4,143,300.00

Notes

Budget remains same, adjust funding source per reimbursements already made.

Budget decreases to match actual costs, adjust funding source per reimbursements already made.

Budget remains same, adjust funding source to utilize underruns in CWSRF.

Budget remains same, adjust funding source to utilize underruns in CWSRF.

To be determined after Step II.

Budget decreases to match actual costs.

Budget decreases to match actual costs.

Budget decreases to match actual costs.

All future admin/legal/other costs are on ARPA.

To be determined after bidding.

To be determined after bidding.

Step I Budget/Funding Source Modifications for Amendment 3

Project Cost Summary
South Village Community Wastewater System
Londonderry, VT
June 25, 2025

Bucket Description	Budget/Funding Source - Current				Budget/Funding Source - Proposed			
	Budget	Type	CWSRF	ARPA	Budget	Type	CWSRF	ARPA
Engineering - Step I	\$ 32,000.00	LS	\$ 32,000.00	\$ -	\$ 32,000.00	LS	\$ 28,800.00	\$ 3,200.00
Engineering - Step I	\$ 46,000.00	NTE	\$ 46,000.00	\$ -	\$ 36,913.00	NTE	\$ 30,665.00	\$ 6,248.00
Engineering - Step II	\$ 92,000.00	LS	\$ -	\$ 92,000.00	\$ 92,000.00	LS	\$ 36,800.00	\$ 55,200.00
Engineering - Step II	\$ 143,000.00	NTE	\$ -	\$ 143,000.00	\$ 143,000.00	NTE	\$ 9,870.00	\$ 133,130.00
Engineering - Step III	\$ -	LS/NTE	\$ -	\$ -	TBD	LS/NTE	\$ -	TBD
Administrative	\$ 15,000.00	NTE	\$ 15,000.00	\$ -	\$ 17,147.50	NTE	\$ 17,147.50	\$ -
Legal	\$ 29,000.00	NTE	\$ 29,000.00	\$ -	\$ 1,717.50	NTE	\$ 1,717.50	\$ -
Appraisal	\$ 3,000.00	NTE	\$ 3,000.00	\$ -	\$ -	NTE	\$ -	\$ -
Admin/Legal/Other	\$ -	NTE	\$ -	\$ -	\$ 25,000.00	NTE	\$ -	\$ 25,000.00
Construction	\$ -	NTE	\$ -	\$ -	TBD	NTE	\$ -	TBD
Contingency	\$ -	NTE	\$ -	\$ -	TBD	NTE	\$ -	TBD
TOTALS	\$ 360,000.00		\$ 125,000.00	\$ 235,000.00	\$ 347,778.00		\$ 125,000.00	\$ 222,778.00
Funding Cap			\$ 125,000.00	\$ 4,143,300.00			\$ 125,000.00	\$ 4,143,300.00

Notes

Budget remains same, adjust funding source per reimbursements already made.

Budget decreases to match actual costs, adjust funding source per reimbursements already made.

Budget remains same, adjust funding source to utilize underruns in CWSRF.

Budget remains same, adjust funding source to utilize underruns in CWSRF.

To be determined after Step II.

Budget increases to utilize underruns in CWSRF.

Budget decreases to match actual costs.

Budget decreases to match actual costs.

All future admin/legal/other costs are on ARPA.

To be determined after bidding.

To be determined after bidding.

Step I Budget/Funding Source Modifications for Amendment 3

RUS CERTIFICATION PAGE (MODIFIED from RUS BULLETIN 1780-26, EXHIBIT C)

DEC CERTIFICATION PAGE

PROJECT NAME: Community Wastewater Feasibility Study – North Village

PROJECT LOCATION: Town of Londonderry, VT

APPLICANT & LOAN/GRANT NUMBER: RF1-308

The Engineer and Owner hereby concur in the Funding Agency required revision to E-500 (2014). In addition, the Engineer certifies to the following:

All modifications required by DEC and RUS Bulletin 1780-26 have been made in accordance with the terms of the license agreement, which states in part that the Engineer “must plainly show all changes to the Standard EJCDC Text, using ‘Track Changes’ (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.” Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).

SUMMARY OF ENGINEERING FEES

Note that the fees indicated on this table are only a summary and if there is a conflict with any provision of Exhibit C, the provisions there overrule the values listed on this table. Fees shown will not be exceeded without the concurrence of the Agency.

Description of Steps and Services	Fee Amount	Basis of Payment (Lump Sum or NTE)
1. Step 0 – Feasibility Study		
2. Step I – Preliminary Engineering		
a. Preliminary Engineering Report - Basic	\$32,000	LS
b. Preliminary Engineering Report - Special	\$34,891	NTE
3. Step II – Final Design		
a. Basis of Final Design and Final Design Plans and Contract Documents		
4. Step III		
a. Bid Phase Services		
b. Construction Phase Services		
c. Resident Project Representative Services		
d. Post Construction Phase Services		
5. Total Engineering Costs		
6. Construction Costs		
a. Contract 1		
b. Small Purchase		
7. Total Project Cost	\$66,891	LS
8. Total Bond Amount		

SCOPE OF SERVICES

The scope of services can be found in the following pages of the contract: Pages 1-2 of Exhibit A, Amendment 1 and Amendment 1A.

PROGRESS MEETING AND DELIVERABLES

DEC places funding holds on projects at the 30%, 60%, and 90% of engineering Step I & II (planning and final design) services pending a project meeting and deliverables. Holds may be negotiated to add or delete holds based on the needs of the project. This contract involves the following Step I deliverables and meetings:

Percent Complete	Approximate Meeting Schedule	Deliverables
30%		
60%		
90%		
Final	Work Completed	

Any adjustments to engineering fees or changes to maximum estimated values must be approved by the Agency and must include a table of what specific category or categories of fees are being changed, what fees were before and are after the change, and the resulting total fee.

DUFRESNE GROUP

CHaskins

6/30/2025

Engineer

Date

Christina M. Haskins, Co-President

Name and Title

Town of Londonderry

Owner

Date

Aileen Tulloch, Town Administrator

Name and Title

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency Representative

Date

Name and Title

Last Revised: 3/26/19

RUS CERTIFICATION PAGE (MODIFIED from RUS BULLETIN 1780-26, EXHIBIT C)

DEC CERTIFICATION PAGE

PROJECT NAME: Community Wastewater Feasibility Study – South Village

PROJECT LOCATION: Town of Londonderry, VT

APPLICANT & LOAN/GRANT NUMBER: RF1-309

The Engineer and Owner hereby concur in the Funding Agency required revision to E-500 (2014). In addition, the Engineer certifies to the following:

All modifications required by DEC and RUS Bulletin 1780-26 have been made in accordance with the terms of the license agreement, which states in part that the Engineer “must plainly show all changes to the Standard EJCDC Text, using ‘Track Changes’ (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.” Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).

SUMMARY OF ENGINEERING FEES

Note that the fees indicated on this table are only a summary and if there is a conflict with any provision of Exhibit C, the provisions there overrule the values listed on this table. Fees shown will not be exceeded without the concurrence of the Agency.

Description of Steps and Services	Fee Amount	Basis of Payment (Lump Sum or NTE)
1. Step 0 – Feasibility Study		
2. Step I – Preliminary Engineering		
a. Preliminary Engineering Report - Basic	\$32,000	LS
b. Preliminary Engineering Report - Special	\$36,913	NTE
3. Step II – Final Design		
a. Basis of Final Design and Final Design Plans and Contract Documents		
4. Step III		
a. Bid Phase Services		
b. Construction Phase Services		
c. Resident Project Representative Services		
d. Post Construction Phase Services		
5. Total Engineering Costs		
6. Construction Costs		
a. Contract 1		
b. Small Purchase		
7. Total Project Cost	\$68,913	LS
8. Total Bond Amount		

SCOPE OF SERVICES

The scope of services can be found in the following pages of the contract: Pages 1-2 of Exhibit A, Amendment 2 and Amendment 2A.

PROGRESS MEETING AND DELIVERABLES

DEC places funding holds on projects at the 30%, 60%, and 90% of engineering Step I & II (planning and final design) services pending a project meeting and deliverables. Holds may be negotiated to add or delete holds based on the needs of the project. This contract involves the following Step I deliverables and meetings:

Percent Complete	Approximate Meeting Schedule	Deliverables
30%		
60%		
90%		
Final	Work Completed	

Any adjustments to engineering fees or changes to maximum estimated values must be approved by the Agency and must include a table of what specific category or categories of fees are being changed, what fees were before and are after the change, and the resulting total fee.

DUFRESNE GROUP

CHaskins

6/30/2025

Engineer

Date

Christina M. Haskins, Co-President

Name and Title

Town of Londonderry

Owner

Date

Aileen Tulloch, Town Administrator

Name and Title

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency Representative

Date

Name and Title

Last Revised: 3/26/19