

## **NOTICE OF SALE**

SUPREME COURT COUNTY OF COLUMBIA, FARM SERVICE AGENCY, UNITED STATES DEPARTMENT OF AGRICULTURE, Plaintiff, vs. BARBARA A. BROWN, ALBERT H. BROWN, ET AL., Defendant(s).

Pursuant to a Judgment of Foreclosure and Sale duly filed on June 27, 2013, I, the undersigned Referee will sell at public auction at the Columbia County Courthouse, 401 Union Street, Hudson, NY on January 31, 2014 at 10:00 a.m., premises known as 136 Old Route 82, Hudson, NY. All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Livingston, County of Columbia and State of New York, Section 161, Block 1 and Lot 6.120. Approximate amount of judgment is \$320,596.60 plus interest and costs. Premises will be sold subject to provisions of filed Judgment Index # 4537/12.

Jay Brooks Renfro, Esq, Referee

Manfredi Law Group, PLLC, 302 East 19th Street, Suite 2A, New York, New York 10003, Attorneys for Plaintiff

Plaintiff,

-vs-

TERMS OF SALE

BARBARA A. BROWN, ALBERT H. BROWN,  
HUDSON VALLEY FEDERAL CREDIT UNION,  
FIRST FUEL AND HEATING, FORD MOTOR  
CREDIT COMPANY, JOHN DOE 1 N/K/A  
DAVID SMITH, JOHN DOE 2 N/K/A GEORGE  
JOHNSON, JOHN DOE 3 N/K/A TABITHA ST. CLAIR

Defendants

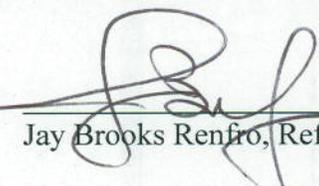
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The premises described in the annexed advertisement of sale will be sold under the direction of Jay Brooks Renfro, Esq., Referee, upon the following terms:

1. Ten percent (10%) of the purchase price in cash or certified check will be required to be paid to the Referee at the time and place of sale and for which the Referee's receipt will be given, unless plaintiff or its nominee is the successful bidder, in which case the deposit requirement is waived.
2. At or before the time of making a bid, the bidder, other than the plaintiff or its nominee, shall exhibit to the Referee cash or a certified check(s) for a least ten percent (10%) of the amount of bid.
3. The residue of the purchase money will be required to be paid to the Referee at his/her office, 171 Rigor Hill Road, Chatham, New York 12037 on or before the 30<sup>th</sup> day following the foreclosure sale date at 10:00 AM, when and where the Referee's Deed will be ready for delivery.

4. The Referee is not required to send any notice to the purchaser and if the purchaser neglects to call at the time and place above specified to receive his deed, the purchaser will be charged with interest thereafter on the whole amount of its purchase unless the Referee shall deem it proper to extend the time for the completion of the purchase.
5. All taxes, assessments and water rents, which, at the time of sale, are liens or encumbrances upon the premises, will be allowed by the Referee out of the purchase money, provided the purchaser shall, previous to the delivery of the deed, produce to the referee of such liens or encumbrances, and duplicate receipts for the payment thereof.
6. The purchaser of the premises, or any portion thereof, will at the time and place of the sale, sign a memorandum of its purchase.
7. The bidding will be kept open after the property is struck down; and in case any purchaser shall fail to comply with any of the above conditions of sale, the premises so struck down to it will be again put up for sale, under the direction of the Referee under the same terms of sale, without application to the Court, unless the plaintiff's attorney shall elect to make such application and such purchaser will be held liable for any deficiency there may be between the sum for which the premises shall be struck down upon the sale, and that for which they may be purchased on the resale, and also for any costs or expenses occurring on such resale.
8. The premises will be sold in one parcel subject to existing restrictions, encumbrances and covenants of record, if any, subject to leases of tenants not made parties to this action, if any, and subject to any projections and state of facts, if any, as an accurate survey may show.
9. Filing of the Referee's Deed and tax transfer forms, and all expenses of recording the Referee's Deed, including real property transfer tax and transfer stamps, shall be borne and filed by the purchaser.

Dated: 9/24/13

  
Jay Brooks Renfro, Referee