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STATE OF MAINE
PENOBSCOT, ss

DISTRICT COURT
DOCKET NO.: BANDC-REA-2025-00001

PENNYMAC LOAN SERVICES, LLC
PLAINTIFF
v.

BECKEY COLBY
DEFENDANT

JUDGMENT OF FORECLOSURE AND SALE
Title to Real Estate is Involved

PROPERTY ADDRESS: 77 Stillwater Avenue, Bangor, ME 04401
MORTGAGE RECORDED IN PENOBSCOT COUNTY REGISTRY OF DEEDS IN BOOK 16691 PAGE 143

This matter came before the Court on November 4, 2025. After hearing, at which time Plaintiff appeared through counsel; and

Defendant, Beckey Colby [~~having appeared at trial/having appeared through counsel at trial~~/having not appeared at trial]; and

the Court finds as follows:

1. That the Plaintiff is entitled to judgment as a matter of law.

2. That Defendant has breached the condition of Plaintiff's mortgage dated November 18, 2022, (the "Mortgage") and recorded in the Penobscot County Registry of Deeds in Book 16691 at Page 143, by failing to make payments on the promissory Note (the "Note"), executed of even date and secured by said Mortgage.

3. As of November 4, 2025, the total amount due under the terms of said Note and Mortgage is $223,649.40

   A detailed accounting is attached hereto as **Schedule A.**

   Pursuant to 14 M.R.S.A. §§ 1602-B and 1602-C, the prejudgment interest rate is 6.75% per annum of said principal balance and the post-judgment interest rate is 10.73% per annum higher of Note or statutory rate.

   Plaintiff is entitled to add any additional amounts advanced by Plaintiff to protect its mortgage security after the date hereof, including without limitation, additional attorney's fees.

4. The order of priority of the claims of the parties who have appeared in this action is as follows:

   FIRST: Plaintiff, by virtue of its mortgage in the above amounts and attorney fees.

   LAST: Defendant or in accordance with any further order of this Court.

5. The Plaintiff's claim for attorney's fees is not integral to the relief sought, within the meaning of M.R. Civ. P. 54(b)(2), and there is no just reason for delay in the entry of final judgment for Plaintiff on all claims.

WHEREFORE, it is hereby ordered and decreed as follows:

That Count I is hereby GRANTED and the legal property description of the Mortgage is reformed to match that of the vesting deed, as indicated in the attached Schedule C.

That Count II is hereby GRANTED and if the Defendant does not pay the Plaintiff the amount due, together with accrued interest and late charges as set forth above, within ninety (90) days of the date hereof, Plaintiff shall sell the mortgaged real estate pursuant to 14 M.R.S.A. §6321 et seq. and disburse the proceeds of said sale after deducting the expenses thereof, in the amounts and priorities as determined above. The surplus, if any, shall be deposited with the Clerk for the benefit of the Defendant in accordance with the statute.

Plaintiff is granted exclusive possession of the real estate mortgaged to it upon expiration of the statutory ninety (90) day redemption period. A Writ of Possession shall be issued to Plaintiff for possession of said real estate if it is not redeemed, as aforesaid.

Defendant is liable for any deficiency balance remaining due to Plaintiff after the sale of the mortgaged real estate and application of the proceeds of sale to the extent the Defendant may be liable therefore, and/or as affected by the terms of the United States Bankruptcy Code, if applicable;

To the extent that Defendant satisfactorily demonstrate to the Court that they may qualify for the homestead exemption, such interest shall have priority behind Plaintiff and behind consensual encumbrances recorded after Plaintiff's mortgage and may have priority over involuntary liens of record recorded after Plaintiff's mortgage.

Defendant has not appeared in this action.

Defendant has not requested to participate in the Foreclosure Diversion Program.

The following provisions are set forth pursuant to 14 M.R.S.A.§2401:

1. The names and addresses, if known, of all parties to the action, including the counsel of record, are set forth in **Schedule B** attached hereto

2. The docket number is BANDC-REA-2025-00001

3. The Court finds that all parties have received notice of the proceedings in accordance with the applicable provisions of the Maine Rules of Civil Procedure. Such notice was not given pursuant to an order of court.

4. The street address and a description of the real estate involved is set forth in **Schedule C** attached hereto.

5. The Plaintiff is responsible for recording the attested copy of the judgment and for paying the appropriate recording fees.

The Clerk is hereby directed to enter this Judgment as final judgment pursuant to M.R. Civ. P. 54(b)(1), as follows:

"Order and Judgment of Foreclosure and Sale entered for the Plaintiff on the date indicated as final judgment except for additional Attorney's fees and disbursements and any additional amounts advanced by Plaintiff related to its mortgage security, and said Order is incorporated in the docket by reference. This entry is made in accordance with M.R. Civ. P. 79(a) at the specific direction of the Court."

DATED: Nov. 4, 2025

Judge, District Court

Date entered in the docket book:

Entered on the docket: 11/06/2025

CERTIFICATION OF CLERK PURSUANT TO 14 M.R.S. § 2401(3)(F)

Pursuant to 14 M.R.S. § 2401(3)(F), it is hereby certified that no notice of appeal of the Judgment of Foreclosure and Sale in this matter was filed with the Clerk of Court in this action within the appeal period following the entry of judgment.

DATED: 02/11/2026

Clerk of Court

SEAL

STATE OF MAINE DISTRICT COURT
A True Copy
Attest:
Clerk of Courts

B&S File No.: 24-29153 FC01

SCHEDULE A

PENNYMAC

Financial Figures

Loan Id	Borrower One Name	Borrower Two Name	
[redacted]3762	Beckey Colby		
Property Address 77 Saltwater Ave Bangor ME - 04401	**Loan Type** Fixed Rate	**Investor** GINNIE MAE	**Investor Address** 451 7TH STREET SW 8B-133 WASHINGTON DC 20410
Note Date 11/18/2022	**Last Payment Date** 06/12/2024	**Next Payment Due Date** 08/01/2024	**Months Due** 17
Original Principal Balance $171,830.00			

Estimated Total Breakdown

Deferred Principal Balance $0.00			**Include Deferred Principal Balance in Judgment only if copy of Loan Mod has been provided**
Amortizing Principal Balance $169,195.45			
Total Principal Balance $169,195.45			
Interest From Date 05/01/2024	**Interest To Date** 11/04/2025	**Accrued Interest** $17,225.19	**Per Diem** $31.29
PRO RATA MIP/PMI $232.64			**Do not include in Judgment Figures**
Escrow Balance $0.00			**Credit to Total Debt**
Escrow Advance $10,362.53			**See Escrow Breakdown**
Suspense Balance $14.50			**Credit to Total Debt** **PLEASE DEDUCT FROM ESTIMATED TOTAL TO PAYOFF**
Restricted Escrow $10,495.71			**Credit to Total Debt**
Total Fees $22.00			**Do not include in Judgment Figures**
Accumulated Late Charges $401.22			
Accumulated NSF Charges $0.00			
Recoverable Balance $36,959.39			**See Corporate Advances**
Estimated Total To Payoff $223,918.54			**Cutoff Date** 11/04/2025

Total after removing Pro Rata MIP/PMI, Suspense Balance, and Total Fees: $223,649.40

Rate Changes

Change Date	Rate	Amount
06/01/2024	6.750000 %	$17,225.19

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SCHEDULE B

Plaintiff:
PennyMac Loan Services, LLC
3043 Townsgate Road #200
Westlake Village, CA 91361

Plaintiff's Counsel:
Andrew J. Schaefer, Esq.
Brock & Scott, PLLC
30 Danforth Street, Suite 104
Portland, ME 04101

Defendant:
Beckey Colby
137 Fruit Street
Bangor, ME 04401

SCHEDULE C

PROPERTY ADDRESS: 77 STILLWATER AVE, Bangor, ME 04401

A certain lot or parcel of land, together with any improvements thereon, situated in Bangor, Penobscot County, Maine, more particularly bounded and described as follows:

Beginning at the northeast corner of lot 92; thence northerly in the west line of Elm Street about 120 feet to Stillwater Avenue; thence southwesterly in the south line of said avenue to the west line of Elm Street lots; thence southerly in the west line of said lots to the northwest corner of lot 92; thence easterly in the north line of lot 92 a distance of 104 feet 9 inches to the point begun at on Elm Street; being that part of lots 94 and 96 which lies southerly of Stillwater Avenue as per plan of B.S. Dean, recorded in Penobscot Registry of Deeds, Plan Book 2, Page 12, hereby referred to.

Any and all other rights, easements, privileges and appurtenance belonging to the granted estate are hereby conveyed.

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Susan F. Bulay, Register
Penobscot County, Maine