

**IN THE DISTRICT COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. THOMAS AND ST. JOHN**

ORIENTAL BANK,

Plaintiff,

v.

CHARLES J. HUTCHINGS; and the Unknown Heirs,
beneficiaries, devisees, creditors, grantees, assignees,
lienors, trustees, and, all other parties claiming an
interest by, through, under or against the ESTATE OF
NANCY A. HUTCHINGS a/k/a NANCY ANNE
HUTCHINGS f/k/a NANCY A. MCMASTER,

v.

SAPPHIRE HILL VILLAGE CONDOMINIUM
OWNERS ASSOCIATION;

Intervening Defendant/Crossclaimant.

Defendants.

_____ /

Case No.: 3:19-CV-00057

Action for Debt and Foreclosure
of Real Property Mortgage

NOTICE OF U.S. MARSHAL'S SALE

In compliance with the Writ of Execution issued from the District Court of the Virgin Islands, Division of St. Thomas and St. John, on or about 04/27/2023, and served on the subject property on August 02, 2023, in the case captioned as ORIENTAL BANK as Plaintiff; and CHARLES J. HUTCHINGS; and the Unknown Heirs, beneficiaries, devisees, creditors, grantees, assignees, lienors, trustees, and, all other parties claiming an interest by, through, under or against the ESTATE OF NANCY A. HUTCHINGS a/k/a NANCY ANNE HUTCHINGS f/k/a NANCY A. MCMASTER, as Defendants; and SAPPHIRE HILL VILLAGE CONDOMINIUM OWNERS ASSOCIATION as Intervening Defendant / Crossclaimant; Civil Case No. 3:19-cv-00057, in an

action for debt and foreclosure of real property mortgage, the undersigned United States Marshal will sell at public sale to the highest and best bidder on the 2nd day of November, 2023 at 10 o'clock a.m., at the U.S. Marshals Service office located at the Ron de Lugo Federal Building, 5500 Veterans Drive, Suite 310, St. Thomas VI 00802, U.S. Virgin Islands:

**APARTMENT NO. 202-A (AKA 147) TOBAGO BUILDING
SAPPHIRE HILL VILLAGE CONDOMINIUM
PARCEL NO. 16-1-1A ESTATE SMITH BAY
NOS. 1, 2 AND 3 EAST END QUARTER
ST. THOMAS, U.S. VIRGIN ISLANDS**

together with all appurtenances and improvements.

This judicial sale will be conducted in accordance with the provisions of title 5, section 471 through section 506 of the Virgin Island Code, and the terms of sale, the full text of which can be reviewed at the office of the United States Marshals Service. The terms of purchase include: ten percent (10%) of the purchase price must be deposited with the Marshal no later than the close of business on the day of sale, and, upon failure to do so, the Marshal reserves the right to award the sale to the next highest bidder. The balance of the sum bid must be paid within thirty (30) days, or the deposit will be retained by the Marshal as and for liquidated damages and applied toward satisfaction of the Judgment for which the property is being sold, and the Marshal further reserves the right, in such event, to award the sale to the next highest bidder. All payments must be made by certified check, bank check, or U.S. postal money order. Personal uncertified checks will not be accepted.

Dated: September 20, 2023.

Kwesi Howard
Acting U.S. Marshal
District of the Virgin Islands

By: 

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V.I. Bar No.: 1265

Quintairos, Prieto, Wood & Boyer, P.A.
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**OFFICE OF THE UNITED STATES MARSHAL
ST. THOMAS, U.S. VIRGIN ISLANDS**

**TERMS OF SALE
IN ACCORDANCE WITH A WRIT OF EXECUTION ISSUED BY THE
DISTRICT COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. THOMAS AND ST. JOHN**

That certain plot, piece and parcel of land situated in St. Thomas, U.S. Virgin Islands, known and described as follows:

APARTMENT NO. 202-A (AKA 147) TOBAGO BUILDING
SAPPHIRE HILL VILLAGE CONDOMINIUM
PARCEL NO. 16-1-1A ESTATE SMITH BAY
NOS. 1, 2 AND 3 EAST END QUARTER
ST. THOMAS, U.S. VIRGIN ISLANDS (the "Property")

together with all appurtenances and improvements, is being sold at 10:00 a.m. on November 2, 2023 in the state and condition in which it is found at the knock of the hammer and stands for the account and risk of the purchaser in all respects, subject to any unpaid real property taxes, and to the following additional terms of sale:

1. The terms of sale will be certified check, with the sole exception that Oriental Bank, or its successors or assigns may bid a credit against its Judgment and interest, costs and expenses without tender of cash. The successful bidder ("Purchaser") will be required to deposit with the United States Marshal certified check equal to ten percent (10%) of the purchase price at or before 5:00 p.m. on the date of the sale. The remaining ninety percent (90%) will be paid by certified check within thirty (30) days of the sale.

2. Bids may not be withdrawn. Each bid will remain open until payment of ten percent (10%) of the purchase price as set forth in paragraph 1. If the Purchaser fails to furnish the required ten percent (10%) deposit at or before 5:00 p.m. on the date of the sale, then the Marshal reserves the right to award the sale to the next highest bidder, who will then become the Purchaser required to deposit with the Marshal ten percent (10%) of his bid, and so forth. Each defaulting bidder will be jointly and severally liable for any excess of his bid over the final purchase price.

3. If the Purchaser fails to pay the remainder of the purchase price within thirty (30) days, Oriental Bank or its successors or assigns so long as any portion of its Judgment remains unsatisfied, may at its option:

(a) re-publish notice and hold a new public auction under these same terms and conditions, or such other terms and conditions as the Court or the Marshal approves.

The defaulting bidder then will be liable for the excess, if any, of his bid over the final purchase price at the subsequent sale, which amount, together with the additional costs, expenses and attorneys' fees, will be deducted by the Marshal from the ten percent (10%) deposit for payment to Oriental Bank, unless it receives from the subsequent full satisfaction on its Judgment.

If such additional costs, expenses and attorney's fees are in excess of the deposit, the defaulting bidder will be liable to Oriental Bank for such excess. The defaulting bidder will have no right or claim either at law or in equity to any amount recovered from the subsequent auction which is in excess of the amount bid by said high bidder at the first; or,

(b) retain the entire deposit of ten percent (10%) of the defaulting high bidder, in which event Oriental Bank or its successors or assigns will be entitled to all costs of the auction and reasonable attorneys' fees, in addition to the bid amount, or,

(c) seek a renewal of the bid of the next highest bidder which, if renewed in full, will be accepted.

In such event, the defaulting high bidder will be liable for the difference between his bid and the purchase price, together with costs and expenses and attorneys' fees incurred, which amounts will be deducted by the Marshal from the ten percent (10%) deposit and paid to Oriental Bank or its successors or assigns. Sale proceeds are turned over to the Clerk of the Court to be disbursed. If such difference is in excess of the defaulting bidder's ten percent (10%) deposit, the defaulting bidder will be liable for real property taxes, insurance premiums and interest on the high bid, from the date of default until the Order of the Court confirming this or a subsequent sale as well as the reasonable attorneys' fees incurred attributable to the default.

Dated: September 20, 2023.

Kwesi Howard
Acting U.S. Marshal
District of the Virgin Islands

By:  _____