

STATE OF VERMONT

SUPERIOR COURT
LAMOILLE UNIT

CIVIL DIVISION
DOCKET NO. 49-3-19 Lecv

NORTHFIELD SAVINGS BANK,)
Plaintiff,)
v.)

FILED

SEP 28 2019

DANIEL J. CAMERON,)
JESSICA D. CAMERON,)
CITY FEED AND LUMBER CO., INC.,)
d/b/a STICKS & STUFF, GRISTMILL)
BUILDERS LTD., PATTERSON &)
SMITH CONSTRUCTION COMPANY,)
INC., a/k/a PATTERSON & SMITH)
CONSTRUCTION, INC., d/b/a)
PATTERSON & SMITH)
CONSTRUCTION, POULIN LUMBER -)
USLBM, LLC, DAN RENAUD INC.,)
CATAMOUNT NORTH CABINETRY,)
LLC, d/b/a SIMPSON CABINETRY,)
JOHN RODRIGUEZ, TRADESMEN)
INTERNATIONAL, LLC,)
ARIZONA TILE DESIGNS, LLC,)
YANKEE PLUMBING & HEATING,)
INC., THE BUCKLEY CO., LLC,)
STOWE TILE AND STONE, UNION)
BANK, N.A. MANOSH, INC., and)
COCOPLUM, INC.)

VERMONT SUPERIOR COURT
LAMOILLE UNIT

Defendants.)

JUDGMENT AND DECREE OF FORECLOSURE
AND ORDER FOR PUBLIC SALE

This foreclosure action was brought before the Vermont Superior Court, Washington Civil Division, by Complaint of Northfield Savings Bank dated March 11, 2019, and served upon the defendants Daniel J. Cameron and Jessica D. Cameron on March 20, 2019; served on defendant City Feed & Lumber Co., Inc., d/b/a Sticks & Stuff on March 28, 2019; served on defendant Gristmill Builders Ltd. on March 19, 2019; served on defendant Patterson & Smith Construction Company, Inc., a/k/a Patterson & Smith Construction, Inc., d/b/a Patterson & Smith Construction, on March 18, 2019; served on defendant Poulin Lumber-USLBM, LLC on March 19, 2019; served

on defendant Dan Renaud Inc. on March 16, 2019; served on defendant Catamount North Cabinetry, LLC, d/b/a Simpson Cabinetry, on March 29, 2019; served on defendant John Rodriguez on March 19, 2019; served on defendant Tradesmen International, LLC on March 19, 2019; and served on defendant Arizona Tile Designs, LLC on March 18, 2019. An Amended Complaint, dated April 4, 2019, was served upon the defendant Yankee Plumbing & Heating, Inc. on April 4, 2019; served on defendant The Buckley Co., LLC on April 25, 2019; and served on the defendant Stowe Tile and Stone on April 10, 2019. Defendants Union Bank, N.A. Manosh, Inc. and Cocoplum, Inc. are defendants herein by virtue of their respective notices to intervene in or join this action, each of which were granted by the Court (see Orders dated July 12, 2019, July 25, 2019 and August 29, 2019, respectively). Judgment was granted to plaintiff on August 29, 2019, on the basis of default against all defendants. The Accounting was entered, after notice, on August 29, 2019. Pursuant to V.R.C.P. 55 (b), 58, and 80.1(g),

IT IS HEREBY ORDERED, ADJUDGED and DECREED, as follows:

1. **Judgment.** There is presently due and owing on Loan No. XXXXX8889 (the "Note") the principal amount of \$685,736.65, with accrued interest as of August 29, 2019, of \$25,456.80. There are also due and owing allowed Court costs of \$295.00; recording fees of \$80.00; fees for service of process of \$631.82; late fees of \$395.66; and reasonable attorneys' fees of \$5,933.94, making the total due plaintiff, as of August 29, 2019, \$718,529.87, plus interest accruing at the rate of \$225.78 per diem from the date of accounting until the date of redemption.

2. **Taxes and Other Advances.** Plaintiff is entitled to have any amounts paid for taxes after the date of the Affidavit of Amounts Due added to the amount due at the time of redemption, pursuant to 12 V.S.A. §4935 upon proof of payment made. Plaintiff shall also be entitled to have any amounts paid for other advances made after the date of the Affidavit added to the amount due at the time of redemption with the approval of the Court.

3. **Mortgaged Property.** The property which is the subject of this foreclosure, the

“Mortgaged Property,” is described as follows:

PROPERTY DESCRIPTION: 1325 Wade Pasture Road, Stowe, Vermont.

“Being all and the same land and premises conveyed to Daniel J. Cameron and Jessica D. Cameron by Warranty Deed of Robert A. Mullin and Virginia C. Mullin dated December 27, 2017 and recorded January 3, 2018 in Volume 1003 at Page 219 of the Stowe Land Records.

Being all and the same land and premises conveyed to Robert A. Mullin and Virginia C. Mullin by Warranty Deed of Schindler Development Corporation, dated June 3, 2002 and recorded June 5, 2002 in Volume 467 at Pages 336-338 of the Land Records of the Town of Stowe, being further described therein, as follows:

The subject land and premises contains 5.0 acres, more or less, together with improvements situated thereon, and are shown and identified as “Lot 91” on a survey map entitled “Lots 91, 92, 93, 94 & 95, Gale Shaw, Edson Hill, Stowe, Vermont” dated September 1993, prepared by Robert W. Frey, Registered Land Surveyor, and recorded in Map Book 10 at Page 24 (now Map Slide 750B) of the Stowe Land Records (the “Survey Map”).

The subject Lot 91 is more particularly described as follows: being a portion of all and the same lands and premises conveyed to Gale H. Shaw, Jr. by Quitclaim Deed of Thomas J. Amidon dated February 26, 1971 and recorded March 16, 1971 in Book 64 at Page 18 of the Stowe Land Records; being all and the same lands and premises conveyed to Thomas J. Amidon by Warranty Deed of Gale H. Shaw, Jr. and M. Janet Shaw dated February 26, 1971 and recorded in Book 65 at Pages 63-64 of the Stowe Land Records; and being all and the same lands and premises conveyed to Gale H. Shaw, Jr. and M. Janet Shaw by Warranty Deed of Gale H. Shaw, Sr. and Theresa H. Shaw dated and recorded January 19, 1963 in Book 54 at Page 165 of the Stowe Land Records.

The within conveyed lands and premises are conveyed in accordance with and subject to State of Vermont Land Use Permit #5L-0289-10 dated March 10, 1994 and recorded in Stowe Land Records Book 277 at Pages 208-210A, Agency of Natural Resources and Environmental Board Project Review Decision dated April 16, 1999 and recorded in Stowe Land Records Book 378 at Page 74, State of Vermont Subdivision Permit #EC-5-2357 dated January 17, 1994 and recorded in Stowe Land Records Book 277 at Pages 82-83, Exempt Subdivision Letter dated January 17, 1994 issued by the Vermont Agency of Natural Resources recorded in Stowe Land Records Book 277 at Page 79, and Town of Stowe Subdivision approval #S-92-22 dated December 7, 1992, the Fifth Supplementary Declaration of Protective Covenants and Conditions of Robinson Springs dated May 20, 1997 and recorded October 9, 1998 in Stowe Land Records Book 362 at Pages 304-309, as amended by the Amendment to Robinson Springs Properties Fifth

Supplementary Declaration of Protective Covenants and Conditions recorded on May 12, 1999 in Stowe Land Records Book 378 at Page 314.

Such property may be subject to a utility easement as granted by instrument dated May 8, 1934 and recorded on July 6, 1934 in Book 39 at Page 414 of the Stowe Land Records. Such easement was granted to New England Telephone and Telegraph by Gale H. Shaw, Administrator of the Estate of H.E. Shaw.

Such property is subject to and has the benefit of Robinson Springs Fifth Supplementary Declaration of Protective Covenants dated May 20, 1997 and recorded October 9, 1998 in Book 362 at Pages 304-309 of the Stowe Land Records. This document also makes the property subject to the original Declaration of Protective Covenants dated September 17, 1981 as well as the four supplementary Declarations of Protective Covenants recorded thereafter in the Stowe Land Records.

Such property is subject to and has the benefit of an Agreement between Schindler Development Corporation and Robinson Springs Property Owners Association Inc. dated October 20, 1999 and recorded April 12, 2002 in Book 463 at Pages 053-055 of the Stowe Land Records.

For further particulars of description of the herein conveyed property, reference is hereby made to the aforementioned deeds, survey map, and the description and references contained therein.

Such property is subject to and with the benefit of any utility easements, spring rights, easements for ingress and egress and rights incident to each of the same as may appear more particularly of record provided that this paragraph shall not reinstate any encumbrance previously extinguished by the Marketable Record Title Act Subchapter 7 of Title 27 of the Vermont Statutes Annotated.

Reference is hereby made to the above instruments and to their records, and to all deeds and records therein referred, in further aid of this description.”

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

The mortgage which is the subject of this action was recorded on May 16, 2018, in Book 1016 at Pages 185-200 of the Town of Stowe Land Records.

4. **Redemption.** IT IS FURTHER ORDERED: That unless Daniel J. Cameron and Jessica D. Cameron shall pay to the Clerk of the Court on or before the 20 day of March, 2020, the date of redemption payable to the Court, before 4:30 p.m., the sum of \$718,529.87,

together with any amounts established under paragraph 2 above and per diem interest of \$225.78 from the 30th day of August, 2019 until the date of redemption, then such party shall be foreclosed and forever barred from all equity of redemption in the Mortgaged Property.

IT IS FURTHER ORDERED: That unless City Feed and Lumber Co., Inc., d/b/a Sticks & Stuff, shall pay to the Clerk of the Court on or before the 23 day of March, 2020, the date of redemption payable to the Court, before 4:30 p.m., the sum of \$718,529.87, together with any amounts established under paragraph 2 above and per diem interest of \$225.78 from the 30th day of August, 2019 until the date of redemption, then such party shall be foreclosed and forever barred from all equity of redemption in the Mortgaged Property.

IT IS FURTHER ORDERED: That unless Gristmill Builders Ltd. shall pay to the Clerk of the Court on or before the 24 day of March, 2020, the date of redemption payable to the Court, before 4:30 p.m., the sum of \$718,529.87, together with any amounts established under paragraph 2 above and per diem interest of \$225.78 from the 30th day of August, 2019 until the date of redemption, then such party shall be foreclosed and forever barred from all equity of redemption in the Mortgaged Property.

IT IS FURTHER ORDERED: That unless Patterson & Smith Construction Company, Inc., a/k/a Patterson & Smith Construction, Inc., d/b/a Patterson & Smith Construction shall pay to the Clerk of the Court on or before the 25 day of March, 2020, the date of redemption payable to the Court, before 4:30 p.m., the sum of \$718,529.87, together with any amounts established under paragraph 2 above and per diem interest of \$225.78 from the 30th day of August, 2019 until the date of redemption, then such party shall be foreclosed and forever barred from all equity of redemption in the Mortgaged Property.

IT IS FURTHER ORDERED: That unless Poulin Lumber-USLBM, LLC shall pay to the Clerk of the Court on or before the 26 day of March, 2020, the date of redemption payable

to the Court, before 4:30 p.m., the sum of \$718,529.87, together with any amounts established under paragraph 2 above and per diem interest of \$225.78 from the 30th day of August, 2019 until the date of redemption, then such party shall be foreclosed and forever barred from all equity of redemption in the Mortgaged Property.

IT IS FURTHER ORDERED: That unless Dan Renaud Inc. shall pay to the Clerk of the Court on or before the 27 day of March, 2020, the date of redemption payable to the Court, before 4:30 p.m., the sum of \$718,529.87, together with any amounts established under paragraph 2 above and per diem interest of \$225.78 from the 30th day of August, 2019 until the date of redemption, then such party shall be foreclosed and forever barred from all equity of redemption in the Mortgaged Property.

IT IS FURTHER ORDERED: That unless Catamount North Cabinetry, LLC, d/b/a Simpson Cabinetry, on shall pay to the Clerk of the Court on or before the 30 day of March, 2020, the date of redemption payable to the Court, before 4:30 p.m., the sum of \$718,529.87, together with any amounts established under paragraph 2 above and per diem interest of \$225.78 from the 30th day of August, 2019 until the date of redemption, then such party shall be foreclosed and forever barred from all equity of redemption in the Mortgaged Property.

IT IS FURTHER ORDERED: That unless John Rodriguez shall pay to the Clerk of the Court on or before the 31 day of March, 2020, the date of redemption payable to the Court, before 4:30 p.m., the sum of \$718,529.87, together with any amounts established under paragraph 2 above and per diem interest of \$225.78 from the 30th day of August, 2019 until the date of redemption, then such party shall be foreclosed and forever barred from all equity of redemption in the Mortgaged Property.

IT IS FURTHER ORDERED: That unless Tradesmen International, LLC shall pay to the Clerk of the Court on or before the 1 day of April, 2020, the date of redemption payable

to the Court, before 4:30 p.m., the sum of \$718,529.87, together with any amounts established under paragraph 2 above and per diem interest of \$225.78 from the 30th day of August, 2019 until the date of redemption, then such party shall be foreclosed and forever barred from all equity of redemption in the Mortgaged Property.

IT IS FURTHER ORDERED: That unless Arizona Tile Designs, LLC shall pay to the Clerk of the Court on or before the 2 day of April, 2020, the date of redemption payable to the Court, before 4:30 p.m., the sum of \$718,529.87, together with any amounts established under paragraph 2 above and per diem interest of \$225.78 from the 30th day of August, 2019 until the date of redemption, then such party shall be foreclosed and forever barred from all equity of redemption in the Mortgaged Property.

IT IS FURTHER ORDERED: That unless Yankee Plumbing & Heating, Inc. shall pay to the Clerk of the Court on or before the 3 day of April, 2020, the date of redemption payable to the Court, before 4:30 p.m., the sum of \$718,529.87, together with any amounts established under paragraph 2 above and per diem interest of \$225.78 from the 30th day of August, 2019 until the date of redemption, then such party shall be foreclosed and forever barred from all equity of redemption in the Mortgaged Property.

IT IS FURTHER ORDERED: That unless The Buckley Co., LLC shall pay to the Clerk of the Court on or before the 6 day of April, 2020, the date of redemption payable to the Court, before 4:30 p.m., the sum of \$718,529.87, together with any amounts established under paragraph 2 above and per diem interest of \$225.78 from the 30th day of August, 2019 until the date of redemption, then such party shall be foreclosed and forever barred from all equity of redemption in the Mortgaged Property.

IT IS FURTHER ORDERED: That unless Stowe Tile and Stone shall pay to the Clerk of the Court on or before the 7 day of April, 2020, the date of redemption payable to the Court,

before 4:30 p.m., the sum of \$718,529.87, together with any amounts established under paragraph 2 above and per diem interest of \$225.78 from the 30th day of August, 2019 until the date of redemption, then such party shall be foreclosed and forever barred from all equity of redemption in the Mortgaged Property.

IT IS FURTHER ORDERED: That unless Union Bank shall pay to the Clerk of the Court on or before the 8 day of April, 2020, the date of redemption payable to the Court, before 4:30 p.m., the sum of \$718,529.87, together with any amounts established under paragraph 2 above and per diem interest of \$225.78 from the 30th day of August, 2019 until the date of redemption, then such party shall be foreclosed and forever barred from all equity of redemption in the Mortgaged Property.

IT IS FURTHER ORDERED: That unless N.A. Manosh, Inc. shall pay to the Clerk of the Court on or before the 9 day of April, 2020, the date of redemption payable to the Court, before 4:30 p.m., the sum of \$718,529.87, together with any amounts established under paragraph 2 above and per diem interest of \$225.78 from the 30th day of August, 2019 until the date of redemption, then such party shall be foreclosed and forever barred from all equity of redemption in the Mortgaged Property.

IT IS FURTHER ORDERED: That unless Cocoplum, Inc. shall pay to the Clerk of the Court on or before the 10 day of April, 2020, the date of redemption payable to the Court, before 4:30 p.m., the sum of \$718,529.87, together with any amounts established under paragraph 2 above and per diem interest of \$225.78 from the 30th day of August, 2019 until the date of redemption, then such party shall be foreclosed and forever barred from all equity of redemption in the Mortgaged Property.

5. **Defendant/Mortgagor's Additional Right to Redeem.** Defendants/Mortgagors Daniel J. Cameron and Jessica D. Cameron, may also redeem up to the date of the judicial sale, described in paragraph 7 below, by payment of the redemption amount pursuant to 12 V.S.A. § 4949 (a).

6. **Non-Redemption; Notice of Sale.** If the Defendants shall fail to redeem the Mortgaged Property as set forth in paragraph 4 above, then the Court shall issue a Certificate of Non-Redemption, and the Mortgaged Property shall be sold as a whole to the highest bidder at public sale by a sheriff, deputy sheriff, constable, licensed auctioneer, or other disinterested person specifically appointed by the Court, pursuant to 12 V.S.A. § 4941 *et seq.* and V.R.C.P. 80.1. The sale shall take place within six (6) months of the last redemption date under paragraph 4 above, unless extended by the Court or the case is stayed by a bankruptcy filing. Plaintiff shall publish a Notice of Sale in a newspaper distributed in the Town of Stowe, Vermont for three (3) consecutive weeks prior to the date of the sale and shall specify that the Mortgaged Property shall be sold to the highest bidder at a public sale to be held at the Mortgaged Property on a specified date and time. The first publication shall be not less than 21 days prior to the date of sale. Plaintiff shall also mail a copy of the Notice of Sale to all parties who appeared in this foreclosure action, as required by 12 V.S.A. § 4952 (c), after the last date of redemption in the decree and at least 30 days before the sale. Prior to any request for confirmation, Plaintiff shall file a copy of all Notices of Sale with the Court with a certificate of service. Plaintiff shall also file a copy of the published Notice of Sale with the Court, with a copy of publications or a certificate of publication dates.

7. **Public Sale.** At the sale, the person holding the public sale shall sell to the highest bidder all of the Mortgaged Property, subject to property taxes and municipal assessments, if any. If the Plaintiff makes the highest bid, Plaintiff shall be required to pay cash or certified funds only to the extent that its bid is in excess of the sum due it by the Defendants/Mortgagors Daniel J.

Cameron and Jessica D. Cameron, up to the date of sale under this Judgment and Decree. The purchaser at the sale shall pay cash or certified funds to the person holding the sale. The Notice of Sale shall specify that this form of payment is authorized. In any case, a deposit shall be paid at the time of sale of at least Ten Thousand Dollars (\$10,000.00) in the form of cash, a bank treasurer's check, or certified funds. This provision shall not be required of Plaintiff or its designee.

Plaintiff is authorized to require the purchaser to sign a Purchase and Sales Agreement. If specified in the Notice of Sale, the person holding the public sale may, for good cause, postpone the sale for a period of up to thirty (30) days, from time to time, until it is completed, giving notice of such adjournment and specifying the new date by public proclamation at the time and place appointed for the sale.

8. **Report of Sale.** The Plaintiff shall file a Report of Sale, under oath, with the Court pursuant to 12 V.S.A. § 4954 (a). The person holding the public sale, or the attorney for the Plaintiff, shall retain all sale proceeds as custodian, to be disbursed in accordance with the final Confirmation Order of this Court promptly following confirmation pursuant to 12 V.S.A. § 4954 (c).

9. **Confirmation.** Plaintiff shall file a motion for confirmation, which shall set forth the satisfaction of all statutory requirements for confirmation, supported by affidavit if necessary, and a proposed distribution of sale proceeds in specified amounts together with a factual basis for such distribution supported by the record and affidavit(s) if necessary. Copies of the Report of Sale and motion for confirmation shall be mailed by first class mail, postage prepaid, to all parties who appeared in the foreclosure action or their attorneys of record and to the mortgagor at the mortgagor's last known address, pursuant to 12 V.S.A. § 4954 (a).

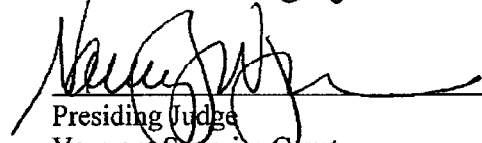
At confirmation, Plaintiff may be allowed reasonable attorneys' fees and the reasonable expenses of making the sale pursuant to 12 V.S.A. § 4954 (c) as well as taxes paid since the

accounting, if any, pursuant to 12 V.S.A. §4935. If the Court confirms the sale, the Court shall issue a Final Confirmation Order which shall set forth the information required by V.R.C.P. 80.1 (k) and shall order distribution of sale proceeds to named persons in specified amounts in accordance with V.R.C.P. 80.1 (j)(1). If the Court confirms the sale, the Confirmation Order shall constitute conclusive evidence as against all persons that the power was duly executed. When the purchase price has been paid in full and the Confirmation Order recorded in the land records, transfer of title is effectuated pursuant to 12 V.S.A. §4954 (b).

10. **Deficiency Claim.** Any motion for a deficiency judgment based on a claim in the complaint shall be filed at the same time as the motion for confirmation pursuant to V.R.C.P. 80.1 (j)(2) and 12 V.S.A. § 4954(d) ; otherwise any claim for a deficiency judgment will be dismissed at the time of entry of the Confirmation Order.

If you wish to appeal this judgment, you must request permission to appeal by motion filed with the Court within ten (10) days of the date of entry of the judgment, not including that date or Saturdays, Sundays or legal holidays.

DATED at Hyde Park, Vermont this 20 day of September, 2019.



Presiding Judge
Vermont Superior Court
Lamoille Civil Division

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