

STATE OF VERMONT

SUPERIOR COURT  
Windham Unit

CIVIL DIVISION  
Docket No. 475-12-18 Wmcy

Vermont State Employees Credit Union,  
Plaintiff,

v.

Jane Heal a/k/a Jane P. Heal, CHH Family  
LLC, United States Department of Treasury –  
Internal Revenue Service, and Occupant(s) at  
114 Old Stage Road, Putney, VT 05346,  
Defendants.

FILED

SEP 30 2019

Vermont Superior Court  
Windham Unit

**JUDGMENT AND DECREE OF FORECLOSURE BY JUDICIAL SALE**

This foreclosure action was brought before the Vermont Superior Court, Windham Civil Division by Complaint of Plaintiff, Vermont State Employees Credit Union, dated December 6, 2018 and served upon the Defendants on or before January 13, 2019. Judgment was granted to Plaintiff on August 29, 2019 on the basis of default judgment as to Defendants(s). The Accounting was entered without hearing. Pursuant to V.R.C.P. 80.1(g) and V.R.C.P. 58:

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

1. **Judgment.** On Plaintiff's Note and Mortgage, there is presently due and owing the principal amount of \$198,795.47; accrued interest as of September 3, 2019 of \$14,603.74; Sheriff's Fees of \$202.71; Court costs of \$295.00; reasonable attorney's fees of \$1,500.00; recording fees in the amount of \$70.00; and additional amounts allowed in the accounting of \$362.50; making the total amount due to Plaintiff, as of September 3, 2019, the sum of \$215,829.42, plus interest accruing at the rate of \$65.66 per diem from the date of accounting (September 3, 2019) 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 Owing added to the amount due at the time of redemption, pursuant to 12 V.S.A. §4525, 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 approval of the Court.

3. **Mortgaged Property.** The property which is the subject of this foreclosure, the "Mortgaged Property," has an address of 114 Old Stage Road, in the Town of Putney, County of Windham, State of Vermont, being more particularly described as follows:

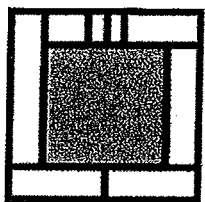
I certify this document to be a  
true copy of the original on file

in the Vermont Superior Court

Newfane, Vermont

This 18 day of November 2019

Clerk - Deputy Clerk



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"Being all and the same lands and premises conveyed to James S. Heal and Jane P. Heal by Quit Claim Deed of Jane P. Heal (f/k/a Jane P. Hirsch) dated June 17, 2003 and recorded in June 25, 2003 in Volume 92 at Page 12 of the Town of Putney Land Records. Also being all and the same lands and premises conveyed to Jane P. Hirsch (n/k/a Jane P. Heal) by Quit Claim Deed of John A. Hirsch dated March 26, 1998 and recorded in Volume 80 at Page 764 of the said Land Records. Also being all and the same lands and premises conveyed to John A. Hirsch and Jane P. Hirsch by Warranty Deed of Stephen M. King and Janice L. King dated December 27, 1990 and recorded in Volume 70 at Page 170 of the Town of Putney Land Records.

Being a parcel of land, together with all buildings and improvements located thereon, containing 2.0 acres, more or less, and being known and depicted on plan entitled "2 Lot Subdivision Land of Arthur D. Mello and Susan K. Mello", Project Number 1959A dated October 9, 1987, prepared by South Vermont Engineering.

Said lot is more particularly described as follows: 'Beginning at a point on the southerly boundary of Old Stage Road, marked by an iron pin, being the northeast corner of Grantor's property, thence S 22°44'11"E a distance of 240.61 feet to a point comprising the southeast corner of Grantors' property, thence S 49°54'47"W a distance of 6.07 feet to a stone wall, thence S49°01'51"W a distance of 167.13 feet to an iron pin set in the ground comprising the southwest corner of the parcel hereby conveyed, thence N37°34'00"W a distance of 88.08 feet to an iron pin set in the ground, thence N39°34'23"W a distance of 94.16 feet to an iron pin set in the ground at a point on the southerly boundary of Old Stage Road, comprising the northwest corner of the parcel herein conveyed thence along the southerly boundary of Old Stage Road N48°49'07"E a distance of 289.15 feet to a point, thence continuing along the southerly boundary of Old Stage Road N51°33'32E a distance of 92.11 feet to the place of beginning.'

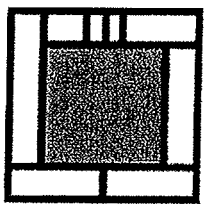
Subject to and benefitted by all rights of ways, easements, covenants, permits and rights of record.

Reference is hereby made to the above instruments and to the records and references contained therein in further aid of this description."

4. **Redemption.** It is FURTHER ORDERED that unless Defendant Heal pays to the Clerk of the Court on or before *October 21, 2019* the date of redemption, before 4:30pm, the sum of \$215,829.42, together with any amounts established under paragraph 2 above and per diem interest of \$65.66 from the date of accounting (September 3, 2019) until the date of redemption, then the Plaintiff may file a motion for a writ of possession.

It is further ordered that unless CHH Family, LLC pays to the Clerk of the Court on or before *October 22, 2019* the date of redemption, before 4:30pm, the sum of \$215,829.42, together with any amounts established under paragraph 2 above and per diem interest of \$65.66 from the date of accounting (September 3, 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 United States of America pays to the Clerk of the Court on or before *October 23, 2019* the date of redemption, before 4:30pm, the sum of



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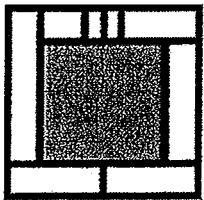
\$215,829.42, together with any amounts established under paragraph 2 above and per diem interest of \$65.66 from the date of accounting (September 3, 2019) until the date of redemption, then such party shall be foreclosed and forever barred from all equity of redemption in the Mortgaged Property, but the United States of America shall have a further right to redeem the property within one year following the transfer of title to the purchaser at the public sale provided for in this Decree if its lien has not been discharged prior to or as a result of that sale, and the equity of redemption of the United States of America shall not be foreclosed unless such public sale is held.

5. **Defendant's/Mortgagor's Additional Rights to Redeem.** Defendant Heal 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.

6. **Non-Redemption; Notice of Sale.** If the Defendants shall fail to redeem the subject 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. §4945 *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 send a Notice of Sale as required by 12 V.S.A. §4952 at least 30 days before the sale. Plaintiff shall also publish a Notice of Sale in a newspaper distributed in Putney, Vermont for three (3) consecutive weeks prior to the date of sale and shall specify that the property shall be sold at a public sale or foreclosure auction 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. 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 the publications or a certificate of the 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. Plaintiff is authorized to require the purchaser to sign a purchase and sale agreement. 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 Defendant/Mortgagor up to the date of the 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 despoise shall be paid at the time of sale of at least Ten Thousand Dollars (\$10,000.00) in the form of cash, a banks treasurer's check, or certified funds, unless the parties agree on some other amount or form of payment. This provision shall not be required of Plaintiff or its designee.

Pursuant to 12 V.S.A. §4953, the person holding the public sale may, for good cause, adjourn the public sale one or more times for a total time not exceeding 30 days, without further Court order, and without publication of a new notice of sale, by announcement of the new sale date to those present at each adjournment or by posting notice of the adjournment in a conspicuous place at the location of the sale. Notice of the new sale shall also be sent by first class mail, postage prepaid to the Mortgagor at the Mortgagor's last known address, at least five (5) days before the new sale date. The public sale may be adjourned for a period in excess of thirty (30) days by agreement of the Mortgagor and Mortgagee or by order of the Court.



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8. **Disposal of Personal Property on Mortgaged Premises.** Defendant Heal shall remove all personal property from the premises before the public auction of the premises. Any and all personal property remaining at the premises after the public auction shall be deemed to be abandoned and Plaintiff or purchaser may immediately dispose of the same in any manner Plaintiff or purchaser deems appropriate, without further notice.

9. **Report on Sale and Confirmation.** Following the sale, the Plaintiff shall file with the Court a report on oath of the sale, together with a request for confirmation of the sale, which shall include an accounting of the sale proceeds, and a proposed order confirming the sale. Copies of the report of the sale and the request for confirmation shall be mailed by first class mail, postage prepaid, to all parties who appeared in the foreclosure action or to their attorneys of record and to the Mortgagor at the Mortgagor's last known address. 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. At confirmation, Plaintiff may be allowed reasonable attorney's fees and the reasonable expenses of making the sale pursuant to 12 V.S.A. §4954, 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). The Court may issue an order of confirmation of the sale without hearing, unless the court in its discretion determines that a hearing is necessary. The order of the court confirming the sale shall be conclusive evidence as against all persons that the foreclosure and sale were conducted in accordance with the statute. The confirmation order shall be recorded in the land records of the town where the Mortgaged Property is located and shall transfer title to the Mortgaged Property to the purchaser upon recording.

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 12 V.S.A. §4954(d) and V.R.C.P. 80.1(j)(2); 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 this 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 ~~South Burlington~~ *Newfane* Vermont, this 19 day of September 2019.

By:

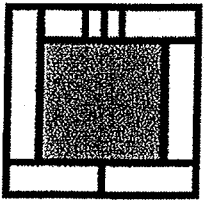
*M. Keiner*

Hon. M. Keiner

Presiding Judge

Vermont Superior Court

Civil Division, Windham Unit



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Rutney, Vermont Town Clerk  
Received November 25, 2019 AD  
At 11 O'Clock 30 Minutes AM  
Recorded in Book 127 Page 435  
Of Rutney hand Records  
Attest

*[Signature]*  
Town Clerk