FILED: 3/18/2026 1:59 PM
Vermont Superior Court
Washington Unit
24-CV-01887

Vermont Superior Court
Filed 03/20/26
Washington Unit

STATE OF VERMONT

SUPERIOR COURT
Washington Unit

CIVIL DIVISION
Docket No. 24-CV-01887

EASTRISE FEDERAL CREDIT UNION,
Plaintiff,

v.

VICKY E. LANPHER, ROBERT H. LANPHER, and OCCUPANT(S) of 46 Middle Road, Barre, Vermont, 05641,
Defendants.

Barre, VT Town Clerk's Office
Received for Record
APR 02, 2026 09:30 AM
DOC: 2026000000266
Recorded in VOL: 350 PG: 218 - 218
of Land Records.
Attest:
[signature] Town Clerk
Chelsea Lever

CERTIFICATE OF NON-REDEMPTION

I, Dayanna Bradley-Manning , ~~Court Operations Manager/~~Clerk of the Vermont Superior Court, Washington Civil Division, the same being a Court of record and having a seal attached hereto, DO HEREBY CERTIFY that the within and foregoing is a true and complete copy of the Judgment and Decree of Foreclosure by Judicial Sale (the "Decree") entered August 25, 2025 in a cause entitled EastRise Federal Credit Union v. Vicky E. Lanpher, et al., Docket No. 24-CV-01887.

I DO FURTHER CERTIFY that neither the Defendants nor anyone on their behalf has, within the time limited therefor by the Decree, tendered to the Clerk of this Court for the benefit of the Plaintiff the sums due in equity for redemption of the property located at 46 Middle Road in the Town of Barre, County of Washington, and State of Vermont and of record in Book 274, Pages 496-509 of the Town of Barre Land Records (the "Property").

By their failure to so redeem the Property, the Defendants, their heirs, executors, administrators, successors and assigns, and all persons claiming by, through, from, or under them, ARE HEREBY FORECLOSED AND FOREVER BARRED from all equity of redemption in and to the Property, except for such rights of redemption as may arise under 12 V.S.A. § 4949.

Date: 3/20/2026

D Bradley Manning

Vermont Superior Court
Civil Division, Washington Unit
Judicial Assistant

3/20/2026 CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL AS THE SAME APPEARS ON FILE IN THIS OFFICE.
D Bradley Manning
Judicial Assistant, VERMONT SUPERIOR COURT

Vermont Superior Court
Filed 08/25/25
Washington Unit

FILED: 8/5/2025 10:58 AM
Vermont Superior Court
Washington Unit
24-CV-01887

STATE OF VERMONT

SUPERIOR COURT
Washington Unit

CIVIL DIVISION
Docket No. 24-CV-01887

EASTRISE FEDERAL CREDIT UNION,
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JUDGMENT AND DECREE OF FORECLOSURE BY JUDICIAL SALE

This foreclosure action was instituted by filing the Complaint for Foreclosure and related documents with the Court on May 15, 2024. Defendants Vicky Lanpher and Robert Lanpher were served with the initial foreclosure pleadings by the Washington County Sheriff's Department on May 8, 2024. Vicky Lanpher filed an Answer on or about May 23, 2024. Defendant Robert Lanpher failed to file an Answer. This Judgment and Decree of Foreclosure is granted in favor of Plaintiff against Defendants on the basis of summary judgment. 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.** There is presently due and owing to Plaintiff the principal amount of $49,633.02; accrued interest at 3.000% from 10/1/2022 to 7/15/2025 in the amount of $4,152.86; late fees of $68.86; negative escrow in the amount of $4,574.13; ½ of the foreclosure mediator's fees in the amount of $510.00; Court costs of $310.00; service fees of $192.18; Town Clerk fees of $105.00; and reasonable attorney's fees of $6,076.50; less unapplied funds of ($200.00), making the total amount due Plaintiff the sum of $65,422.55, plus interest accruing on the principal judgment amount of $55,124.33 at the legal rate of 12% per annum or $18.12 per diem from the date of accounting (July 16, 2025) 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 Plaintiff's 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.

3. **Mortgaged Property.** The property which is the subject of this foreclosure (the "Mortgaged Property") has an address of 46 Middle Road in the Town of Barre, County of Washington, and State of Vermont, being more particularly described as follows:

> Being all and the same land and premises conveyed to Vicky Lanpher by Quit Claim Deed of Robert Lanpher dated February 16, 2016 and recorded in Book 284 at Page 918 of the Town of Barre Land Records, and being more particularly described therein as follows:
>
> "Being all and the same lands and premises conveyed to Robert Lanpher by Warranty Deed of Frank W. Bailey and Eva L. Bailey, husband and wife, dated February 15, 2002 and recorded on April 16, 2002 at Book 173, Page 386 of the Barre Town Land Records.
>
> 'Being all and the same lands and premises conveyed to Frank W. Bailey and Eva L. Bailey by Decree of Foreclosure dated March 5, 1999, Certified on September 20, 1999, and recorded on September 22, 1999, at Book 157, Pages 52-54 of the Barre Town Land Records; and Certificate of Non-redemption dated September 20, 1999, and recorded on September 22, 1999, at Book 157, Page 51 of the Barre Town Land Records; and Mortgage Deed of James David McCandless dated April 3, 1996, and recorded at Book 143, Pages 248-249 of the Barre Town Land Records.
>
> 'Said lands and premises are conveyed subject to and with the benefit of any utility easements, public rights-of-way, spring rights, easements for ingress and egress, and rights incidental to each of the same as may appear more particularly recorded; provided, however, that this paragraph shall not reinstate any such encumbrance previously extinguished by the Marketable Record Title Act, Chapter 5, Subchapter 7 of Title 27, Vermont Statutes Annotated.
>
> 'Said lands and premises, and all improvements thereon, are conveyed in an "AS IS" condition.
>
> 'Meaning and intending to convey the lands and premises more commonly known as 46 Middle Road so-called, in the Town of Barre, Vermont.
>
> 'Reference is made to the above-mentioned deeds and their records, including metes and bounds descriptions therein, and to all prior deeds and their records, for a further and more particular description of the land and premises herein conveyed."

4. **Redemption.**

a. Unless Vicky E. Lanpher pays to the Clerk of the Court on or before February 25, 2026, the date of redemption, before 4:30 p.m., the sum of $65,422.55, together with any amounts established under paragraph 2 above and interest of $18.12 per diem from the date of accounting (July 16, 2025) until the date of redemption, then the Plaintiff may file a Motion for Writ of Possession and the said Defendant and all persons claiming by, for or from said Defendant shall be foreclosed of and from all title, right, interest and demand of and in the Mortgaged Property and every part thereof, and shall be foreclosed and forever barred from all equity of redemption in the Mortgaged Property, except as set forth in paragraph 5 below.

b. Unless Robert H. Lanpher pays to the Clerk of the Court on or before February 26, 2026, the date of redemption, before 4:30 p.m., the sum of $65,422.55, together with any amounts established under paragraph 2 above and interest of $18.12 per diem from the date of accounting (July 16, 2025) until the date of redemption, then the said Defendant and all persons claiming by, for or from said Defendant shall be foreclosed of and from all title, right, interest and demand of and in the Mortgaged Property and every part thereof, and shall be foreclosed and forever barred from all equity of redemption in the Mortgaged Property.

5. **Defendant's/Mortgagor's Additional Right to Redeem.** Vicky E. Lanpher 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 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. §§ 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 Barre, Vermont for three (3) consecutive weeks prior to the date of sale and shall specify that the Mortgaged 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 Defendants up to the date of sale under this Judgment. 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, unless the parties agree on some other amount. 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 date shall also be sent by first class mail, postage prepaid to the Mortgagors at their last known addresses, 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 Mortgagors and Mortgagee or by order of the Court.

8. Disposal of Personal Property on Mortgaged Property. Defendants shall remove all personal property from the Mortgaged Property before the public auction. Any and all personal property remaining on the Mortgaged Property 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 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 Mortgagors at their last known addresses. 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 additional 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. Plaintiff may also request reimbursement for additional advances made or expenses paid after the date of Plaintiff's Affidavit of Amounts due, with proof of payment.

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 Confirmation Order without hearing, unless the Court in its discretion determines that a hearing is necessary. The Confirmation Order shall be conclusive evidence as against all persons that the foreclosure and sale were conducted in accordance with 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 the Court within fourteen (14) days of the date of entry of the judgment.

Electronically signed pursuant to V.R.E.F. 9(d).

Timothy B. Tomasi
Superior Court Judge

8/22/2025