STATE OF VERMONT

SUPERIOR COURT Franklin Unit	CIVIL DIVISION Case No. 24-CV-01671

EASTRISE FEDERAL CREDIT UNION,
Plaintiff,

v.

TIMOTHY C. KILBY, ANTOINETTE COLE-KILBY and OCCUPANT(S) of 4389 VT Route 36, Fairfield, Vermont 05455,
Defendants.

CERTIFICATE OF NON-REDEMPTION

I, Gina Lumbra, Court Operations Manager/Clerk of the Vermont Superior Court, Franklin 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 Stipulated Judgment and Decree of Foreclosure by Judicial Sale (the "Decree") entered August 20, 2024 in a cause entitled EastRise Federal Credit Union v. Timothy C. Kilby, et al., Case No. 24-CV-01671.

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 4389 VT Route 36 in the Town of Fairfield, County of Franklin, and State of Vermont and of record in Volume 126, Page 610 the Town of Fairfield 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: 3/14/2025

Gina Lumbra

Gina Lumbra, Court Operations Manager
Vermont Superior Court
Civil Division, Franklin Unit

STATE OF VERMONT

SUPERIOR COURT
Franklin Unit

CIVIL DIVISION
Case No. 24-CV-01671

NEW ENGLAND FEDERAL CREDIT UNION,
Plaintiff,

v.

TIMOTHY C. KILBY, ANTOINETTE COLE-KILBY and OCCUPANT(S) of 4389 VT Route 36, Fairfield, Vermont 05455,
Defendants.

STIPULATED JUDGMENT AND DECREE OF FORECLOSURE BY JUDICIAL SALE

NOW COME New England Federal Credit Union ("NEFCU" or the "credit union"), by and through counsel, and the homeowners Timothy C. Kilby and Antoinette Cole-Kilby, pro se, and they stipulate and agree that the following may be entered as a judgment of this Court:

1. **Mortgaged Property**. NEFCU has a valid, subsisting, and enforceable first priority Mortgage (as identified and defined in Plaintiff's Complaint) against real property owned by Defendants Timothy C. Kilby and Antoinette Cole-Kirby and located at 4389 VT Route 36 in the Town of Fairfield, County of Franklin and State of Vermont, being more particularly described as follows (the "Mortgaged Property"):

> Being the same lands and premises as were conveyed to Timothy C. Kilby and Antoinette Cole-Kilby by Warranty Deed of Shane Westover, dated September 17, 2021 and recorded September 20, 2021 in Volume 126 at Pages 608-609 of the Town of Fairfield Land Records, and therein described as follows:
>
> "Being all and the same land and premises conveyed to Shane Westover by Warranty Deed of Kyle Ashton and Kylie Ashton (f/k/a Kylie Lord) dated March 7, 2018, and recorded March 9, 2018, in Volume 119, Page 811 of the Town of Fairfield Land Records and being more particularly therein as follows:
>
> A parcel of land consisting of 1 acre, more or less, together with the buildings thereon, located on the northerly side of the main highway leading from Fairfield Center to St. Albans City, and now known as 4389 Vt. Rte. 36.

Said lands and premises are bounded substantially as follows, viz: on the north and east by Theresa and Michael Menard, on the south by Vermont Route #36, and on the west by Bernard Connor.

This conveyance shall act as a deed of Quit Claim only as to any portion of the herein conveyed real estate which may lie within any road or highway right of way.

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

2. **Amounts Due on Note and Mortgage.** The Mortgage secures a Note given to NEFCU by the Defendants. The following amounts are presently due and owing to the credit union under the Note and Mortgage:

Principal	$	207,361.14
Interest	$	6,065.11
Late Charges	$	635.46
Negative Escrow	$	5,851.91
Broker's Price Opinion	$	205.00
Plaintiff's Attorney's Fees	$	3,064.50
Court Filing Fee	$	310.00
Service Fees	$	157.79
Town Clerk Fees	$	84.00
TOTAL DUE	$	223,734.91

Plus interest accruing on the principal balance due of $207,361.14 at the rate of 12% per annum or $68.17 per diem from the date of this Judgment until the date of redemption.

Plaintiff is entitled to have any additional amounts paid after the date of this Judgment for property taxes and insurance, Court costs, Town Clerk recording fees, and any other advances made pursuant to the Mortgage added to the amount due at the time of redemption or sale, upon proof of payment made, and with the approval of the Court (which approval may be made in connection with confirmation of sale per paragraph 8 below).

3. **Redemption.** It is stipulated and agreed that unless **Timothy C. Kilby and Antoinette Cole-Kilby** pay to the Clerk of the Court on or before **December 31, 2024**, the date of redemption, before 4:30 pm, the sum of $223,734.91, together with any amounts established under paragraph 2 above and per diem interest of $68.17 from the date of this Judgment until the

date of redemption, then their equity of redemption will be foreclosed. The said Defendants agree that if they do not redeem the Property as set forth in this paragraph 3, they will vacate the Mortgaged Property on or before December 31, 2024. If they fail to redeem or vacate the Mortgaged Property by December 31, 2024, Timothy C. Kilby and Antoinette Cole-Kilby agree that Plaintiff may request and the Court may issue a Writ of Possession in favor of Plaintiff without a hearing.

4. Mortgagors' Additional Right to Redeem. Defendants Timothy C. Kilby and Antoinette Cole-Kilby may also redeem up to the date of the judicial sale, described in paragraph 6 below, by payment of the redemption amount pursuant to 12 V.S.A. § 4949.

5. Non-Redemption; Notice of Sale. If the Defendants fail to redeem the Mortgaged Property as set forth in paragraph 3 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 3 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 Fairfield, 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 or concurrent with 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 Notices of Sale with the Court, with a copy of the publications or a certificate of the publication dates.

6. **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 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, unless Plaintiff agrees to 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 homeowner Defendants at their 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 parties or by order of the Court.

7. **Disposal of Personal Property on Mortgaged Property.** Defendants shall remove all personal property from the Mortgaged Property by no later than the redemption date set forth in paragraph 3 above, unless they redeem the Mortgaged Property as set forth in paragraph 3. Any and all personal property remaining on the Mortgaged Property after the redemption deadline (assuming no redemption occurs) 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.

8. **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 homeowner Defendants at their last known address. The person holding the public sale 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 statute. The Confirmation Order shall be recorded in the Town of Fairfield Land Records and shall transfer title to the Mortgaged Property to the auction purchaser upon recording.

9. **Deficiency Claim**. In the event the proceeds of the public sale are insufficient to meet the expenses incurred in making the sale and all amounts due to Plaintiff as set forth in paragraph 2 above, Plaintiff is entitled to a deficiency judgment against Timothy C. Kilby and

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Antoinette Cole-Kilby. Any motion for a deficiency judgment 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 any party wishes to appeal this judgment, a request for permission to appeal must be made by motion filed with the Court within fourteen (14) days of the date of entry of judgment.

PLAINTIFF:
NEW ENGLAND FEDERAL CREDIT UNION

Date: 6/24/24

By: */s/ Renee L. Mobbs*
Renee L. Mobbs, Esq.
SHEEHEY FURLONG & BEHM P.C.
PO Box 66
Burlington, VT 05402
(802) 864-9891
rmobbs@sheeheyvt.com

DEFENDANTS:

Date: 18/07/24

Timothy Kilby
Timothy Kilby (Jul 18, 2024 19:31 EDT)
Timothy C. Kilby

Date: 18/07/24

A.M. Cole-Kilby
A.M. Cole-Kilby (Jul 18, 2024 20:40 EDT)
Antoinette Cole-Kilby

SO ORDERED.

Date: August 12, 2024

Presiding Judge
Vermont Superior Court
Franklin Civil Division

COMPARED WITH ORIGINAL
AND CERTIFIED TO BE A
TRUE COPY THEREOF
ATTEST: Gina Lumbra Com
~~Clerk/Deputy~~
DATE: 03/14/25