

STATE OF VERMONT

SUPERIOR COURT
ORANGE UNIT

CIVIL DIVISION
DOCKET NO.: 25-CV-02366

GREEN MOUNTAIN CREDIT UNION,
Plaintiff

vs.

ALLEN M. FARNHAM; GREGORY A.
FARNHAM; and all UNNAMED
OCCUPANTS RESIDING AT 183
RAILROAD STREET, WILLIAMSTOWN,
VERMONT,

Defendants

JUDGMENT AND DECREE OF FORECLOSURE BY JUDICIAL SALE

This foreclosure action was brought before the Court by Complaint of Plaintiff filed June 4, 2025 and served upon Defendants on June 10, 2025 and on July 8, 2025. Judgment was granted to Plaintiff by Default Judgment as against the Defendants filed August 14, 2025. The Accounting was entered on October 13, 2025, without hearing. The requirements of V.R.C.P. 80.1 (g)(2)(A) & (B) have been met, if applicable. Therefore, 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 due and owing as of October 13, 2025 the principal amount of \$115,689.45, accrued interest of \$23,368.64, late charges of \$625.00, court and service costs of \$585.19, allowed reasonable attorney's fees of \$1,962.50, recording fees for the complaint in the amount of \$120.00; and additional amounts allowed in the accounting of: taxes paid of \$5,735.05; insurance paid of \$1,180.00; water and sewer advances of \$2,387.55, and travel and certified copy charges of \$156.56, making the total amount due Plaintiff as of October 13, 2025 the sum of \$151,809.94, plus interest accruing at the per diem rate of \$41.37 from October 13, 2024 to 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 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,

“Mortgaged Property”, is described as follows:

Being all and the same lands and premises conveyed to Allen M. Farnham and Gregory A. Farnham by Warranty Deed of Michael L. Bilodeau and Flormelin T. Bilodeau dated June 18, 2020, and recorded June 22, 2020, in Book 177, Page 762 of the Town of Williamstown Land Records.

Being all and the same lands and premises conveyed to Michael L. Bilodeau and Flormelin T. Bilodeau by Warranty Deed of James Townsend dated September 24, 1997 of record at Book 91, Page 422 of the town of Williamstown Land Records.

Being all of the same lands and premises conveyed to James Townsend and Zada Townsend by Warranty Deed of George Domenichelli and Gerard E. Pilette dated February 22, 1991 of record at Book 73, Page 61 of the Town of Williamstown Land Records. The interests of Zada Townsend was conveyed to James Townsend by Quit Claim Deed dated August 20, 1993 and of record at Book 70, Page 246 of the Town of Williamstown Land Records.

Also, being all of the same lands and premises conveyed to George Domenichelli and Gerard E. Pilette by Quit claim Deed of the United States Small Business Administration dated July 21, 1989 of record at Book 70, Page 246 of the Town of Williamstown Land Records.

Said lands and premises being further described as a nine lot subdivision as shown on the Plan of Lots, dated May 24, 1996 of the record in Map Books 5, Page 63 of the Town of Williamstown Land Records, prepared by James Townsend, which subdivision is subject to the terms and conditions of Permit #ED-5-2914 dated June 18, 1997 and of record in Book 90, Page 552 of the Town of Williamstown Land Records.

Reference may be made to the aforementioned deeds and to their records, and to all prior deeds and to their respective records, for a more complete and particular description of the land and premises herein conveyed.
 (“Premises”)

4. Redemption. It is further ordered that unless Defendants Allen M. Farnham and/or Gregory A. Farnham pays to the Clerk of the Court on or before April 17, **2026, the date of redemption payable to Court, before 4:30 p.m.**, the sum of \$151,809.94, together with any amounts established under paragraph 2 above, and together with per diem interest of \$41.37 from October 13, 2025 to the date of redemption, then the Plaintiff may file a motion for a writ of possession.

5. Defendant's Additional Right to Redeem. Defendants, Allen M. Farnham and/or Gregory A. Farnham, if they are the mortgagor(s), 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), *including costs and expenses of sale. If no redemption is made, then*

such party shall be foreclosed and forever barred from all equity of redemption in the Mortgaged Property.

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 at the Plaintiff's request, 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. § 4946 et seq. and V.R.C.P. 80.1. The sale shall take place within six 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(b) at least 30 days before the sale. Plaintiff shall also publish a Notice of Sale in a newspaper distributed in *Town of Williamstown* in the State of Vermont for three (3) consecutive weeks prior to the date of sale and shall specify that the 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. 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, "AS IS, WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND", subject to easements, rights of way, covenants, permits, reservations and restrictions of record, title defects, superior liens, environmental hazards, unpaid real estate taxes (*delinquent and current, with all penalties and interest as of the date of closing on the sale of the property after confirmation of the sale by the Vermont Superior Court*), and municipal liens, 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 Defendant Mortgagor up to the date of sale under this Judgment and Decree. The purchaser at the sale shall pay in good 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 the public sale of \$10,000.00 in the form of cash, a bank treasurer's check, or certified funds. *The deposit is subject to forfeiture.* Plaintiff is authorized to require the purchaser (*other than the mortgagee*) to sign a *no contingency* Purchase and Sale Agreement (*other than subject to confirmation by the Court*) at the time of the Public Sale. Any adjournment of the sale must comply with the requirements of 12 V.S.A. § 4953(b). *The Notice of Sale shall provide that other*

terms may to be announced at the time of the sale and identify place to inquire for other terms.

8. Confirmation. Following the sale, pursuant to 12 V.S.A. § 4954(a), the Plaintiff shall file with the Court a Report of Sale on oath 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. The Plaintiff shall also send, via first class mail, postage prepaid, copies of the Report of Sale and Request for Confirmation to all parties who appeared in the foreclosure action or to their attorneys of record, as well as to the defendant Mortgagor at the Mortgagor's last known address. The Court may hold a confirmation hearing, or confirm the sale without a hearing.

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 and such other expenses incurred as allowed by the mortgage and as allowed by the Court.

If the Court confirms the sale, the Court shall issue a 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 12 V.S.A. §4954(c). If the Court confirms the sale, the Confirmation Order shall constitute conclusive evidence as against all persons that that the power was duly executed. 12 V.S.A. §4954(a).


9. Deficiency Claim. Any motion for a deficiency judgment based on a claim in the complaint shall be filed prior to the issuance of the confirmation order, pursuant to 12 V.S.A. § 4954(d); otherwise any claim for a deficiency judgment against a mortgagor will be deemed waived.


Plaintiff has the right to commission an independent appraisal made of the fair market value of the premises pursuant to VRCP 80.1(i).

If you wish to appeal this judgment, you must request permission to appeal by motion filed with the Court within 14 days of the date of entry of the judgment.

Dated at Chelsea, Vermont this 16 day of October 2025

4-23-2026 Certified to be a true copy of the original as the same appears on file in this office.


Clerk: 0961-008/#1505543
Vermont Superior Court - Orange Unit


Presiding Judge

Vermont Superior Court
Filed 10/17/25
Orange Unit