STATE OF VERMONT

SUPERIOR COURT
WINDSOR Unit

CIVIL DIVISION
Case Number 26-CV-03104

Vermont Housing Finance Agency,
Plaintiff

v.

Richard Clark
Defendant

JUDGMENT AND DECREE OF FORECLOSURE BY JUDICIAL SALE

This foreclosure action was brought before the Vermont Superior Court- Windsor Civil Division by complaint of Vermont Housing Finance Agency dated May 28, 2026 and served upon all defendants on or before June 10, 2026. Judgment was granted to Plaintiff Vermont Housing Finance Agency on the basis of the stipulation of the parties. The redemption period was shortened to one day based on the stipulation of the parties. The parties waived a Clerk's Accounting and stipulated to the amounts due.

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.** As of May 28, 2026 the amounts secured by the Mortgaged Property and necessary for redemption are $37,164.72 in principal, $4,521.83 in accrued interest, $148.19 in late fees, $1,947.78 in insurance paid by Plaintiff, $1,135.00 in property management expenses paid by Plaintiff, $1,135.92 in taxes paid by Plaintiff, $1350.78 in attorney's fees, $317.93 filing fee, and $75.00 town clerk recording fees, for a total amount due of $47,797.15. Interest shall continue to accrue at the rate of $14.18 per day from May 29, 2026 to the date of redemption. Plaintiff is entitled to have any amounts paid for taxes and insurance after May 28, 2026 added to the amount due at time of redemption, pursuant to 12 V.S.A. § 4935, upon proof of payment made. Plaintiff shall also be entitled to reimbursement for other expenses authorized by the Mortgage that Plaintiff incurs between May 28, 2026 and the date of redemption, upon the

approval of the Court. Mortgagor Defendant Richard Clark shall not be personally liable to Plaintiff for the amounts due.

2. **Taxes and Other Advances.** Plaintiff is entitled to have any amounts paid for taxes and insurance after May 28, 2026 added to the amount due at time of redemption, pursuant to 12 V.S.A. § 4935, upon proof of payment made. Plaintiff shall also be entitled to reimbursement for other expenses authorized by the Mortgage that Plaintiff incurs between May 28, 2026 and the date of redemption, upon the approval of the Court.

3. **Mortgaged Property.** The real property which is the subject of this foreclosure judgment, the "Mortgaged Property," is located at **8 Mineral Street, Springfield, Vermont and** more particularly described as follows:

> Being all and the same land and premises conveyed to Richard Clark by Warranty Deed of Diane B. Parks dated September 27, 2005 and of record in Book 349 at Page 001 of the Town of Springfield Land Records.
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> Being all and the same lands and premises conveyed to Diane B. Parks by Vermont Warranty Deed of Jean I. Blais and Linda V. Thomas dated March 7, 1988 and recorded March 9, 1988 in Book 90 at Page 80 of the Town of Springfield Land Records.
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> This conveyance is subject to and with the benefit of any utility easements, spring rights, easements for ingress and egress, and rights incidental to each of the same as may appear of record, provided that this paragraph shall not reinstate any such encumbrances previously extinguished by the Marketable Record Title Act, Chapter 5, Subchapter 7, Title 27, Vermont Statutes Annotated.
>
> 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.

4. **Redemption.** It is further ordered that unless the Mortgagor Defendant **Richard Clark** pays to the Clerk of the Court on or before July 16, 2026 , **2026, the date of redemption payable to Court,** before 4:30 p.m., the sum of $47,797.15 with interest at the rate of $14.18 per day from May 29, 2026 to the date of redemption, together with such other amounts established under paragraph 2 hereof, then any remaining rights of the Mortgagor to possession of the Mortgaged Property shall terminate and the Clerk shall issue a Writ of Possession for the Mortgaged Property upon the Plaintiff's request and the approval of the Court.

5. **Mortgagor Defendant's Additional Right to Redeem.** Mortgagor Defendant Richard Clark 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 at the Plaintiff's request, and shall a issue Writ of Possession for the Mortgaged Property upon the Plaintiff's request and the approval of the Court, and the Mortgaged Property shall be sold to the highest bidder at a 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 the town of the Mortgaged Property for three (3) consecutive weeks prior to the date of 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. Prior to any request for confirmation, Plaintiff shall file copies 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 the Mortgaged Property as a whole to the highest bidder, "AS IS, WHERE IS, WITH ALL FAULTS, (known or unknown) WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER", subject to easements, rights of way, covenants, zoning, planning and environmental laws, permits, reservations, rights, and restrictions of record, title defects, superior mortgages and liens, if any, environmental hazards, unpaid real estate taxes (delinquent and current, including all penalties and interest to the date of closing on the sale), 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 to Plaintiff by the Mortgagor Defendant 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 required. In any case, a deposit shall be paid at the time of sale of at least $10,000.00 in the form of cash, or bank treasurer's check. The deposit must be increased to at least 10% of the successful bid within 5 calendar days of the public sale by an additional payment in cash or by bank treasurer's check or wire transfer. Plaintiff is authorized to require the purchaser to sign a Purchase and Sales Agreement with no contingencies except confirmation of the sale by the court. The person holding the public sale may postpone the sale one or more times for a total time of up to thirty (30) days, by announcing the new sale date to those present at each adjournment or by posting notice at a conspicuous location at the place of sale. Notice of the new sale date shall also be sent by first class mail, postage prepaid to the mortgagor at the mortgagor's last known address at least five days before the new sale date.

8. **Report of Sale.** The person holding the public sale shall file a Report of Sale, under oath, with the Court pursuant to 12 V.S.A. § 4954. The person holding the public sales 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 sent by first class mail, postage prepaid to all parties who appeared in this action, or their attorneys of record, and to the mortgagor at the mortgagor's last known address. 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, if any, since the effective date of the affidavit of amounts due, 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 that the foreclosure and public sale was conducted in accordance with law. When the purchase price has been paid in full and the Confirmation Order is recorded in the land records, transfer of title is effectuated pursuant to 12 V.S.A. §4954(b).

10. **WAIVER OF DEFICIENCY.** Plaintiff waives the deficiency. Count II of the Complaint is dismissed with prejudice.

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, not including that date.

Electronically signed per V.R.E.F. 9(d) this 14tth day of July, 2026.

Kerry A. McDonald-Cady
Hon. Kerry A. McDonald-Cady
Superior Court Judge

Electronically signed pursuant to V.R.E.F. 9(d)
07/14/2026 9:49:55 AM

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