

STATE OF VERMONT
SUPERIOR COURT

GRAND ISLE UNIT

CIVIL DIVISION
Case Number 26-CV-02052

Jacques Parent
Plaintiff

v.

Abel Lopez Aguilar and
Corrina Lopez Aguilar
Defendants

JUDGMENT AND DECREE OF FORECLOSURE BY JUDICIAL SALE

This foreclosure action was brought before the Vermont Superior Court- Grand Isle Civil Division by complaint of Jacques Parent dated March 31, 2026 and served upon all defendants on or before April 21, 2026. Judgment was granted to Plaintiff Jacques Parent 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 March 31, 2026 the amounts owed to Plaintiff and necessary for redemption are \$124,579.79 in principal, \$5,627.94 in accrued interest, \$1,496.79 in water and sewer bills paid by Plaintiff, \$1,500 in winterization expenses paid by Plaintiff, \$2,795.62 in taxes paid by Plaintiff, \$307.00 in insurance paid by Plaintiff, \$1,500.00 in attorney's fees, \$317.93 filing fee, \$214.00 in title search expense, and \$75.00 town clerk recording fees, for a total amount due of \$138,414.07. Interest shall continue to accrue at the rate of \$29.01 per day from April 1, 2026 to the date of redemption.

2. **Taxes and Other Advances.** Plaintiff is entitled to reimbursement for any amounts paid for taxes and insurance after March 31, 2026 upon proof of payment made. Plaintiff shall also be entitled to reimbursement for other expenses incurred by

Plaintiff after March 31, 2025 that are authorized by the mortgage, and all such advances shall be added to the amounts due to Plaintiff from the Defendant and necessary for redemption of the Mortgaged Property, 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 **42 Vantine Avenue, Alburgh, Vermont**, and more particularly described as follows:

Being all and the same land and premises conveyed to Corrina Lopez Aguilar and Abel Lopez Aguilar by Warranty Deed of Melissa R. Arcand dated August 18, 2022 and of record in Book 193 at Page 472 of the Town of Alburgh Land Records.

Bing all and the same lands and premises conveyed to Melissa R. Arcand by Quit Claim Deed of Carolyn Rhodes dated August 26, 2013 and recorded in Volume 159 at Page 70 of the Town of Alburgh Land Records and being more particularly described therein as follows:

"A lot of land with a dwelling house thereon situated on the southerly side of Vantine Avenue, in the Village of Alburgh. Said lot has a uniform width of 145 feet and a uniform depth of 125 feet. Said property is bounded on the north by Vantine Avenue; on the east by land of W.O. Morton; on the south by the property of the Estate of James Mott and land of Armand L. and Isabelle D. Lavigne; and on the west by property of Howard J. and Callie M. Poquette.

Being all and the same land and premises conveyed to Howard Rhodes (since deceased) and Carolyn Rhodes by Warranty Deed of Kevin E. Creller, Dean P. Creller, and Venita McChesney dated March 4, 2005 and recorded in Book 117, Pages 340-342 of the Alburgh Land Records.

There is a right of way reserved in the aforesaid deed, for the passage of vehicles and foot passengers between Vantine Avenue and the property owned by the Estate of James Mott over the present driveway to the lot of land herein conveyed."

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 Defendants **Abel Lopez Aguilar and Corrina Lopez Aguilar** pay to the Clerk of the Court on or before May 29, 2026, the date of redemption payable to Court, before 4:30 p.m., the sum of \$138,414.07 with interest at the rate of \$29.01 per day

from April 1, 2026 to the date of redemption, together with such other amounts established under paragraph 2 hereof, then 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 Defendants' Additional Right to Redeem. Mortgagor Defendants **Abel Lopez Aguilar and Corrina Lopez Aguilar** 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 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 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. Deficiency Claim. Unless otherwise ordered by the Court, pursuant to 12 V.S.A. § 4954(d), any motion for a deficiency judgment based on a claim in the complaint shall be filed prior to issuance of a confirmation order; 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, not including that date.

Electronically signed per V.R.E.F. 9(d) this 28th day of May, 2026.



Hon. Navah Spefo
Superior Court Judge