

STATE OF VERMONT
SUPERIOR COURT

GRAND ISLE UNIT

CIVIL DIVISION
Case Number 25-CV-00498

Peoples Trust Company of St. Albans
Plaintiff

v.

Karen R. Steele
Defendant

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 Peoples Trust Company of St. Albans dated January 17, 2025 and served upon all defendants on or before January 31, 2025. Judgment was granted to Plaintiff Peoples Trust Company of St. Albans on April 28, 2025, on the basis of default. The accounting was entered without a 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.** The amounts owed to Plaintiff and secured by the Mortgaged Property, as of May 5, 2025 are: \$95,136.14 in principal, \$2,072.20 in accrued interest, \$88.32 in late fees before acceleration, \$317.93 in filing fees, \$89.73 in service expenses, \$90.00 in town clerk recording fees, \$1,088.75 in taxes paid by Plaintiff, \$5128.00 in insurance paid by Plaintiff and \$1,225.00 in attorney's fees through February 25, 2025, for a total amount due of \$105,236.07. Interest shall continue to accrue at the rate of \$33.49 per day from May 6, 2025 to the date of redemption.

2. **Taxes and Other Advances.** Plaintiff is entitled to reimbursement for any amounts paid for taxes after February 24, 2025 upon proof of payment made. Plaintiff shall also be entitled to reimbursement for other expenses incurred by Plaintiff after February 24, 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 **19 VT Route 129, Alburgh, Vermont** and more particularly described as follows:

Being all and the same lands and premises conveyed to Karen Steele by Warranty Deed of Alan Bowser dated February 18, 2022 and recorded in Book 191 at Pages 255-256 the Town of Alburgh Land Records and being more particularly described as follows;

Being all and the same lands and premises conveyed to Alan Bowser and Karen Steele by Warranty Deed of Warren M. Wright and Lorie M. Wright dated June 22, 2006 and recorded on June 26, 2006 in Volume 126 at Page 308 of the Town of Alburgh Land Records.

Being a lot of land with all structures and improvements thereon, containing 1.88 acres, more or less, located on the southerly side of Vermont Route #129, the dwelling house being known and designated as 19 Route 129.

Beginning at a point in the southerly edge of Vermont Route #129, which point marks the northwesterly most corner of the land herein described and the northeasterly corner of the former Rutland Railroad property; thence southerly in and along the easterly edge of the former Rutland Railroad property S 27 degrees 46 '14" W a distance of 306.57 feet, more or less, to an iron pipe set in the ground; thence turning to the left and proceeding S 74 degrees 07' E a distance of 303.11 feet, more or less, to an iron pipe set in the ground; thence turning left southerly and proceeding N 15 degrees 53' 00" E a distance of 300 feet to an iron pipe set in the ground in the apparent southerly sideline of Vermont route 129; thence turning to the left and proceeding in and along the sideline of said highway N 74 degrees 07' 00"W a distance of 240 feet, more or less, to the point or place of beginning.

Said parcel of land is shown on a plan entitled "Master Site Plan, Warren Wright, Town of Alburgh, Vermont, Vermont Route 129 and Railroad Ext" dated August 8, 2005, prepared by William A. Robenstein and of record in the Town of Alburgh Land Records.

Included herewith is the 1997 Fleetwood Radco Mobile Home bearing the Serial Number of PAFLV22-AB43426-SK13 located on the property. 60 'X 28'

The manufactured home is an improvement to the property/land and is an immovable fixture.

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 **Karen R. Steele** pays to the Clerk of the Court on or before November 7, **2025, the date of redemption payable to Court**, before 4:30 p.m., the sum of \$105,236.07 with interest at the rate of \$33.49 per day from May 6, 2025 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 Defendant **Karen R. Steele** 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 Defendant 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 it 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) and 12 V.S.A. sec. 4954.

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 7th day of May, 2025.



Hon. Navah Spero
Superior Court Judge