

STATE OF VERMONT

SUPERIOR COURT
Rutland Unit

CIVIL DIVISION
Case No. 25 CV 04367

33 LINCOLN LLC
Plaintiff,

Vs.

CHRISTOPHER BOVE, ESQUIRE, ADMINISTRATOR OF THE ESTATE OF STANLEY
STOMPER, SR., and all other occupants.

**STIPULATED JUDGMENT AND DECREE OF FORECLOSURE BY
JUDICIAL SALE**

This foreclosure action was brought before the Vermont Superior Court, Rutland Unit by Complaint dated October 6, 2025 to foreclose Plaintiff's mortgage secured by a property owned by Christopher Bove, Esq., as Administrator of the Estate of Stanley Stomper, Sr. located at 33 Lincoln Avenue, Rutland, Vermont. The parties hereby agree and stipulate as provided herein and stipulate to the Court that the Court adopt this Stipulation as an Order, Judgment and Decree.

Based on this Stipulation, the Court Orders as follows:

1. Judgment. There is presently due and owing the principal amount of \$78,613.23, accrued interest of \$10,788, escrow advances of \$28,270.30, property appraisal paid of \$600, water and sewer assessment of \$1,275.52, court costs of \$295.00, probate attorneys' fees of \$1,500, probate fees \$110, cost of security and cleanout \$15,000, cost of advertising probate notice of \$135.74, making the total amount due Plaintiff as of October 6, 2025, the sum of \$136,587.59, plus interest on the principal balance accruing at a rate of \$24.84 per diem from October 6, 2025 until the date of the Confirmation Order of the Judicial Sale.

2. Taxes. Plaintiff is entitled to have any amounts paid for taxes after the date of the affidavit of amounts due added to the amount pursuant to 12 V.S.A. §4935, upon proof of payment made. Plaintiff shall also be entitled to have any amounts paid for other advances such as but not inclusive of, insurance, property maintenance expenses, water, sewer, trash disposal, personal property disposal, costs to avoid waste and diminishment of value of the Property and other such costs made after the date of the Affidavit added to the amount due at the time of redemption with the approval of the Court.

3. Mortgaged Property. The Property, which is the subject of this foreclosure, the "Mortgaged Property," is described as follows:

Being all and the same lands and premises conveyed to Stanley Stomper, Sr. and Phelina Stomper, husband and wife, by Warranty Deed of Second City LLC dated October 14, 2008 and recorded in the City of Rutland Land Records in Book 568 at pages 449.

Assessor's Parcel No: 15044 (span number)

Commonly Known As: 33 Lincoln Avenue, Rutland, VT 05701

4. Redemption. The Plaintiff may proceed to sale on the Property as Christopher Bove, Esq. Administrator of the Estate of Stanley Stomper, Sr. hereby waives the redemption period and the right to redeem the Property.

5. Mortgagor Defendant's Additional Right to Redeem. Defendant, Christopher Bove, Esq. Administrator Estate of Stanley Stomper, Sr., waives the right to redeem the Property.

6. Certificate of Non-Redemption; Notice of Sale. The Court shall cause the Clerk of the Court to issue a Certificate of Non-Redemption upon execution of this Order, 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. §§ 4952, 4953 and V.R.C.P. 80.1(h). The sale shall take place within six months of the date of this Order, 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(c) no fewer than 30 days before the date of the sale, specifying the exact date, time, and location of the sale. Plaintiff shall also publish a Notice of Sale in a newspaper distributed in the City of Rutland, 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 the Mortgaged Property, subject to property taxes and municipal assessments, 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 cash or certified funds to the person holding the sale. The Notice of Sale shall specify that this form of payments authorized. In any case, a deposit shall be paid at the time of sale of at least \$5,000.00 in the form of a bank treasurer's check, or certified funds. Any adjournment of the sale must comply with the requirements of 12 V.S.A. § 4953(b).

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 Defendant 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, together with other reasonable allowable expenses incurred by Plaintiff. 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 disbursement of sale proceeds to name persons in specified amounts in accordance with 12 V.S.A. § 4954(c). If the Court confirms the sale, the Confirmation Order shall constitute

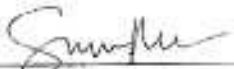
conclusive evidence as against all persons that the power was duly executed pursuant to 12 V.S.A. § 4954(a).
When the Confirmation Order is recorded in the land records, transfer of title is effectuated pursuant to 12
V.S.A. § 4954(b).

9. **Deficiency Claim.** Plaintiff waives any claim of a deficiency.

**IF YOU WISH TO APPEAL THIS JUDGMENT, YOU MUST REQUEST PERMISSION TO
APPEAL BY MOTION FILED WITH THE COURT WITHIN 14 DAYS OF, FROM AND AFTER
THE DATE OF ENTRY OF THE JUDGMENT.**

IT IS SO ORDERED AND DECREED.

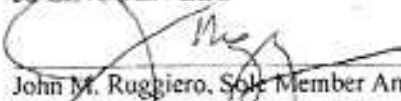
Dated At Rutland Vermont on this 21 day of October, 2025.



Superior Court Judge
Susan A. McManus

IT IS SO STIPULATED AND AGREED.

33 LINCOLN LLC

 10/21/25

John M. Ruggiero, Sole Member And Agent

**CHRISTOPHER BOVE, ESQUIRE, ADMININSTRATOR OF THE ESTATE OF STANLEY
STOMPER, SR.,**

 Administrator 10/21/25

Christopher Bove, Esquire, Admininstrator

STATE OF VERMONT

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SR., and all other occupants.

CERTIFICATE OF NON REDEMPTION

I, Nichol McKeighan, Deputy Clerk of the Superior Court, Rutland County, State of Vermont, the same being a court of record and having a seal, herein attached, **DO HEREBY CERTIFY** that in the above entitled cause, the within and foregoing is a true and complete copy of the Judgement and Decree of Foreclosure, and that the same is a true and complete copy of the whole thereof, the same having been filed in said Court on October 21, 2025.

I FURTHER CERTIFY that none of the Defendants has redeemed the property describe in the original Judgment and Decree of Foreclosure within the time provided for redemption in said Judgement, and that said defendants and all persons claiming under or through them and each of them, are foreclosed and forever barred from any and all equity in the premises, all as provided in said original Judgement and Decree of Foreclosure dated October 21, 2025.

IN WITNESS WHEREOF, I hereunto set my hand and the seal of the Superior Court at Rutland, Vermont, on this 22 day of October, 2025.

Nichol McKeighan

Clerk/Deputy Clerk