

STATE OF VERMONT

SUPERIOR COURT  
BENNINGTON Unit

CIVIL DIVISION  
Case Number 25-CV-03666

**Vermont Housing Finance Agency,**  
*Plaintiff*

v.

**William P. Roberts,**  
**State of Vermont-Department of Taxes, and**  
**Occupants of 18 School Street, North Bennington, Vermont**  
*Defendants*

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

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This foreclosure action was brought before the Vermont Superior Court-Bennington Civil Division by complaint of Vermont Housing Finance Agency dated August 24, 2025 and served upon all defendants on or before September 11, 2025. Judgment was granted to Plaintiff Vermont Housing Finance Agency on October 30, 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 November 19, 2025 are: \$95,385.57 in principal, \$4,220.48 in accrued interest, \$158.16 in late fees before acceleration, \$317.93 in filing fees, \$162.68 in service expenses, \$90.00 in town clerk recording fees, \$4,562.34 in taxes paid by Plaintiff, \$1,355.20 in insurance paid by Plaintiff, \$9.68 in certified mail expense, \$300.00 in property management expense, and \$2081.80 in attorney's fees through October 23, 2025, for a total amount due of \$108,643.84. Interest shall continue to accrue at the rate of \$33.59 per day from November 20, 2025 to the date of redemption.

2. **Taxes and Other Advances.** Plaintiff is entitled to reimbursement for any amounts paid for taxes after October 10, 2025 upon proof of payment made. Plaintiff

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shall also be entitled to reimbursement for other expenses incurred by Plaintiff after October 10, 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 **18 School Street, North Bennington, Vermont** and more particularly described as follows:

Being all and the same lands and premises conveyed to William P. Roberts by Warranty Deed of Joseph Vadakin and Lori Vadakin dated February 18, 2005 and of record in Book 418 at Page 55 of the Town of Bennington Land Records.

Being the same lands and premises as were conveyed to Joseph Vadakin and Lori Vadakin by Warranty Deed of Bruce Lavigne and Joan Lavigne dated and recorded November 25, 1996 in Book 0-330 at Page 194 of the Bennington, Vermont Land Records and therein described as follows:

"Beginning at an iron pipe in the east line of School Street, so-called, in the Village of North Bennington, Vermont, said pipe being a a distance of 53.00 feet southerly from the southwest corner of lands of Frank J. Legacy and marking the northwest corner of the herein described property; thence running southerly along the east line of said School Street 55.00 feet to an iron pipe; thence turning an included angle of 90 degrees 00' and running easterly through lands of this grantor 59.94 feet to an iron pipe; thence turning an included angle of 90 degrees 49' and running northerly along the west line of lands of D. C. Barton and along the line of lands formerly of this grantor 55.02 feet to an iron pipe; thence turning an included angle of 89 degrees 11' and running westerly along the line of lands formerly of this grantor 60.76 feet to the place of beginning.

"Being the same land and premises conveyed to Bruce Lavigne and Joan Lavigne by Hazel R. Dunham by Warranty Deed dated 11/19/49 and recorded in Book 0-114 at Page 38 of the Bennington Land Records."

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 William P. Roberts** pays to the Clerk of the Court on or before  
5/26/2026, the date of redemption payable to Court,

before 4:30 p.m., the sum of \$108,643.84 with interest at the rate of \$33.59 per day from November 20, 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.

It is further ordered that unless **the State of Vermont-Department of Taxes** pays to the Clerk of the Court on or before 5/27/2026, before 4:30 p.m., the sum of \$108,643.84 with interest at the rate of \$33.59 per day from November 20, 2025 to the date of redemption, together with such other amounts established under paragraph 2 hereof, then such party shall be foreclosed and forever barred from any and all equity of redemption in and to the Mortgaged Property.

**5. Mortgagor Defendant's Additional Right to Redeem.** Mortgagor Defendant William P. Roberts 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 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 if the mortgagor is not represented by an attorney. 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 21st day of November, 2025.**

  
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Hon. David Barra  
Superior Court Judge