

THE STATE OF VERMONT

SUPERIOR COURT
ORANGE UNIT

CIVIL DIVISION
DOCKET NO.: 25-CV-04553

GREEN MOUNTAIN CREDIT UNION,
Plaintiff

vs.

JOSEPH L. NOURY; KIMBERLY A.
TREMBLAY (f/k/a NOURY); STATE
OF VERMONT, TAX DEPARTMENT;
*and all UNNAMED OCCUPANTS
RESIDING AT 59 ZION HILL ROAD,
TOPSHAM, VT,*

Defendants

JUDGMENT AND DECREE OF FORECLOSURE BY JUDICIAL SALE

This foreclosure action was brought before the Court by Complaint of Plaintiff filed October 20, 2025 and served upon Defendant Joseph L. Noury on November 6, 2025, and service accepted by defendant Kimberly A. Tremblay (f/k/a Noury) on October 26, 2025, and served upon the State of Vermont Tax Department on November 7, 2025. Judgment was granted to Plaintiff by Default Judgment as against the Defendants filed February 10, 2026. The Accounting was entered on February 13, 2026, without hearing. The requirements of V.R.C.P. 80.1 (g)(2)(A) & (B) have been met, if applicable. The Plaintiff has presented evidence showing the property is not a residential property, occupied by the Borrower (see, "Certificate Of Exemption From Foreclosure Mediation" filed 10/20/2025; "Ex Parte Motion For Lender To Enter Upon The Land," filed 10/20/2025 (Denied ex parte, later allowed after Notice) and the Order issued on that Motion on December 5, 2025) and therefore the Redemption Period is set at no more than 30 days pursuant to 12 V.S.A. § 4946(c). Therefore, 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. There is due and owing, as of February 13, 2026 the principal amount of \$121,274.53, accrued interest of \$27,562.17, late charges of \$825.00, court costs of \$539.41, reasonable attorney's fees of \$5,705.50, recording fees for the complaint in the amount of \$150.00; and additional amounts allowed in the accounting of: Insurance paid of \$1,041.00; taxes paid of \$5,057.71; inspection costs of \$114.30; travel fees totaling \$15.00, making the total amount due Plaintiff as of February 13, 2026 the sum of \$162,284.62, plus interest

accruing at the per diem rate of \$26.578 from February 13, 2026 to the date of redemption.

2. Taxes and Other Advances. Plaintiff is entitled to have any amounts paid for taxes after the date of the affidavit of amounts due added to the amount due at time of redemption, pursuant to 12 V.S.A. § 4935, upon proof of payment made.

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

Being all and the same lands and premises conveyed to Kimberly A. Noury and Joseph L. Noury by Warranty Deed from Tonya M. Jarvis dated October 28, 2019, and recorded on November 1, 2019, in Book 83, Page 284 of the Town of Topsham Land Records.. Said lands and premises being more particularly described as follows:

Being all the same lands and premises conveyed to Gerard A. Jarvis, Jr. (deceased) and Tonya M. Byrd (n/k/a Tonya M. Jarvis by Warranty Deed of Daniel L. Webster and Kathy A. Webster dated September 10, 1998 and recorded in Volume 57 at Page 92 of the Town of Topsham Land Records.

"Being a certain parcel of land, comprising 4.0 acres, more or less, located on the northerly side of Town Road #36, which leads from Waits River, so-called, to Vermont Route 25 and as depicted on a certain map entitled "Land Survey for Paul A.S. Thomas, Topsham, Vermont, scale 1" = 100', December 1992, prepared by Northeast Surveys, Waterford, Vermont and being a portion of the same land and premises as conveyed to Frederick B. Thomas, Jr. and Paul Thomas, by Warranty Deed of Frederick, B. Thomas, Jr., dated August 31, 1990 and recorded in Book 48, Pages 576-578 of the Topsham Land Records.

The premises to be conveyed are more particularly described as follows:

Commencing at an iron pin, located on the northerly side of said Town Road #36 marking the southeasterly corner of this parcel;

Thence proceeding and running North 37° 03' West, along the westerly boundary of a 10.1 acre parcel and being the easterly boundary of this parcel, a distance of 473.94 feet, to an iron pin;

Thence turning an angle to the left and proceeding and running South 12° 28' West, along a division line separating this parcel and said 10.1 acre parcel, which line marks the northern boundary of this parcel, a distance of 302.41 feet, to an iron pin located at the junction of a stone wall and wire fence, marking the northeasterly corner of this parcel;

Thence turning an angle to the left and proceeding and running South along a wire fence, a distance of 332.58 feet, to an existing iron pin, situate on the northerly side of the right of way limits of said Town Road #36, marking the southwesterly corner of this parcel;

Thence turning an angle to the left and proceeding and running in an easterly direction, along the right of way limit of said Town Road #36, a distance of 583 feet, more or less, to the point begun at (having a tie line bearing of Noth 85° 28' East, to the last mentioned iron pin).

(the "Premises")

4. **Redemption.** It is further ordered that unless Defendants Joseph L. Noury and Kimberly A. Tremblay (f/k/a Noury), pays to the Clerk of the Court **on or before** April 24 _____, **2026, the date of redemption payable to Court, before 4:30 p.m.**, the sum of \$162,284.62, together with any amounts established under paragraph 2 above, and together with per diem interest of \$26.578 from February 13, 2026 to the date of redemption, then the Plaintiff may file a motion for a writ of possession.

5. **Redemption.** It is further ordered that unless Defendant State Of Vermont, Tax Department, pays to the Clerk of the Court **on or before** April 27 _____, **2026, the date of redemption payable to Court, before 4:30 p.m.**, the sum of \$162,284.62, together with any amounts established under paragraph 2 above, and together with per diem interest of \$26.578 from February 13, 2026 to the date of redemption, then the Plaintiff may file a motion for a writ of possession.

6. **Defendant's Additional Right to Redeem.** Defendants, Joseph L. Noury and Kimberly A. Tremblay (f/k/a Noury), who acquired the premises on October 28, 2019, subject to the Mortgage, 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(a), *including costs and expenses of sale. If no redemption is made, then such party shall be foreclosed and forever barred from all equity of redemption in the Mortgaged Property.*

7. **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 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. § 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 Topsham* 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.

8. Public Sale. At the sale, the person holding the public sale shall sell to the highest bidder all of the Mortgaged Property, "AS IS, WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND", subject to easements, rights of way, covenants, permits, reservations and restrictions of record, title defects, superior liens, environmental hazards, unpaid real estate taxes (*delinquent and current, with all penalties and interest as of the date of closing on the sale of the property after confirmation of the sale by the Vermont Superior Court*), 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 Defendant Mortgagor up to the date of sale under this Judgment and Decree. The purchaser at the sale shall pay in good funds to the person holding the sale. The Notice of Sale shall specify that this form of payment is authorized. In any case, a deposit shall be paid at the time of the public sale of \$10,000.00 in the form of cash, a bank treasurer's check, or certified funds. *The deposit is subject to forfeiture.* Plaintiff is authorized to require the purchaser (*other than the mortgagee*) to sign a *no contingency* Purchase and Sale Agreement (*other than subject to confirmation by the Court*) at the time of the Public Sale. Any adjournment of the sale must comply with the requirements of 12 V.S.A. § 4953(b). *The Notice of Sale shall provide that other terms may be announced at the time of the sale and identify place to inquire for other terms.*

9. 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 confirmation 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 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, pursuant to 12 V.S.A. §4935 and such other expenses incurred as allowed by the mortgage and as allowed by the Court.

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 distribution of sale proceeds to named 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 that the power was duly executed. 12 V.S.A. §4954(a).

10. Deficiency Claim. Any motion for a deficiency judgment based on a claim in the complaint shall be filed prior to the issuance of the confirmation order, pursuant to 12 V.S.A. § 4954(d); otherwise any claim for a deficiency judgment against a mortgagor will be deemed waived.

Plaintiff has the right to commission an independent appraisal made of the fair market value of the premises pursuant to VRCP 80.1(i).


If you wish to appeal this judgment, you must request permission to appeal by motion filed with the Court within 14 days of the date of entry of the judgment.

Dated at Chelsea, Vermont this 24 day of March, 2026.

Vermont Superior Court
Filed 03/24/26
Orange Unit

Hon. 
Presiding Judge

3-24-2026 Certified to be a true copy of
the original as the same appears on file in this
office.


Clerk/Deputy Clerk
Vermont Superior Court – Orange Unit