

THE STATE OF VERMONT

STATE SUPERIOR COURT
ORANGE UNIT

CIVIL DIVISION
DOCKET NO.: 25-CV-03953

GREEN MOUNTAIN CREDIT UNION,)
)
Plaintiff,)
)
v.)
JESSE D. ZEININGER a/k/a JESSICA ZEININGER;)
ALISON M. ZEININGER;)
and all UNNAMED OCCUPANTS)
RESIDING AT 1695 BACKWAY ROAD,)
CORINTH, VERMONT,)
)
Defendant.)

JUDGMENT AND DECREE OF FORECLOSURE BY JUDICIAL SALE

This foreclosure action was brought before the Court by Complaint of Plaintiff filed September 11, 2025 and served upon Defendant Jesse D. Zeininger a/k/a Jessica Zeininger on November 25, 2025, and service accepted by defendant Alison M. Zeininger on September 29, 2025. Judgment was granted to Plaintiff by Summary Judgment as against the Defendants filed January 22, 2026. The Accounting was entered on April 23, 2026, without hearing. The requirements of V.R.C.P. 80.1 (g)(2)(A) & (B) have been met, if applicable. By Entry Order issued February 26, 2026, the redemption period is set at 30 days. 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 April 23, 2026 the principal amount of \$273,517.14, accrued interest of \$54,356.85, late charges of \$600.00, court costs of \$414.69, reasonable attorney's fees of \$5,041.00, recording fees for the complaint in the amount of \$135.00; and additional amounts allowed in the accounting of: inspection costs of \$434.10; and Land Record Search costs of \$27.50, making the total amount due Plaintiff as of April 23, 2026 the sum of \$334,526.28, plus interest accruing at the per diem rate of \$90.26 from April 23, 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.

The terms set out in the loan documents, including the Note and Mortgage, between

the parties as to advances or other payments made to preserve or protect the property or Plaintiff's collateral interests, or to prevent the attachment of superior liens, are here incorporated, with such payments or advances and their amounts subject to court review and approval.

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 Jesse Zeininger and Alison Zeininger by Warranty Deed of Keith Billian and Lori Lynn Braman dated December 14, 2016 and recorded at Volume 101, Page 708 of the Corinth Land Records, together with a 2022 Atlantic Foundations A-3522 home, id number 007-000-H-A005051AB.

Being all and the same lands and premises as conveyed to Keith Billian and Lori Lynn Braman by Warranty Deed of Nancy Taube, dated 29 October 2003 and recorded at Book 79, Pages 512-513 of the Corinth, Vermont Land Records.

Reference should also be made to the deed from Keith Billian and Lori Lynn Braman to Keith Billian and Lori Lynn Braman, dated 09 June 2005 and recorded at Book 81, Pages 171-173 of the Corinth Land Records.

The Property is further described as follows:

The Property more particularly described on a Plan ("the Plan") entitled "Subdivision – Boundary Survey for Steven J. and Jane P. Johnson in Corinth, Vermont", with a scale of 1"=200' by Kidder Surveying Company, Byron L. Kidder, Bradford, VT. 05033, and dated 20 May 1998. The Property is shown as Lot No. 2 on the Plan, and is more particularly described on the Plan as follows:

This is a metes-and-bounds description of the Property:

Beginning at an existing iron pipe at the northern most point of the Property, and on the boundary between land now or formerly of Palermo and land now or formerly of Bugbee; Then running in a line along Lot No. 1, South 61°50' East a distance of 513.5 feet to a set 5/8" x 4' iron rod with a plastic identification cap; Then continuing in a line along the remains of an old wire fence and along land now or formerly of Spencer South 58°36' East a distance of 475.9 feet to a set 5/8" x 4' iron rod with a plastic identification cap; Then turning and running in a line along the remains of an old wire fence and along land now or formerly of Spencer South 34°21' West a distance of 300.3 feet to a set 5/8" x 4' iron rod with a plastic identifying cap set at the end of the remains of an old wire fence and stone wall; Then continuing in a line along a stone wall along land now or formerly of Spencer South 34°50' West a distance of 339.4 feet to a set 5/8" x 4' iron rod with a plastic identifying cap set in a stone wall; Then continuing in a line along land now or formerly of Beauchesne South 33°39' West a distance of 432.0 feet to a set 5/8" x 4' iron rod with a plastic identifying cap at the intersection of stone walls set 21 feet +/- north of the centerline of Town Road No. 51; Then turning and running in a line North 46°10' west a distance of 1006.0 feet to an existing iron rod set 34 feet +/- from the center of Town Road No. 51, at

the western most corner of the Property. Then turning and running in a line along the remains of an old wire fence and land now or formerly of Palermo North 33°08' East a distance of 555.2 feet to a set 5/8" x 4' iron rod with a plastic identifying cap; Then continuing in a line along land now or formerly of Palermo North 37°43' East a distance of 271.5 feet to an existing iron pipe described above as the point and place of beginning.

Refer to each of the documents or instruments cited above, for further citations to relevant documents and instruments, and for a more particular and complete description of the real property and rights in real property conveyed by this deed "Book" and "Page" references are to volumes in the Corinth, Vermont, Land Records.

Jesse D. Zeininger is also known as Jesse Zeining. Alison Zeininger is also known as Alison M. Zeininger.

Reference may be made to the aforementioned deeds and to their records, and to all prior deeds and to their respective records, for a more complete and particular description of the land and premises herein conveyed.

(the "Premises")

4. Redemption. It is further ordered that unless Defendants Jesse D. Zeininger a/k/a Jessica Zeininger and Alison M. Zeininger, pays to the Clerk of the Court **on or before June 18, 2026, the date of redemption payable to Court, before 4:30 p.m.**, the sum of \$274,528.43, together with any amounts established under paragraph 2 above, and together with per diem interest of \$90.26 from April 23, 2026 to the date of redemption, then the Plaintiff may file a motion for a writ of possession.

5. Defendant's Additional Right to Redeem. Defendants, Jesse D. Zeininger a/k/a Jessica Zeininger and Alison M. Zeininger, who acquired the premises on August 9, 2022, 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.*

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 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 Corinth* 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 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.*

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 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).

9. 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 18 day of May 2026



Hon.
Presiding Judge

Vermont Superior Court
Filed 05/18/26
Orange Unit