

STATE OF VERMONT

SUPERIOR COURT
WASHINGTON UNIT

CIVIL DIVISION
DOCKET NO. 25-CV-04116

OPPORTUNITIES CREDIT UNION, as Servicer for)
Federal National Mortgage Association,)
)
Plaintiff,)
)
v.)
)
PETER KENT DIGGINS AND DARCY GOODALE,)
TRUSTEES OF THE O'HARKIN REAL ESTATE)
TRUST and all occupants currently residing at 4)
Scampini Square, Barre, Vermont,)
)
Defendants.)

JUDGMENT ORDER, DECREE OF FORECLOSURE,
AND ORDER FOR PUBLIC SALE

This foreclosure action was brought before the Vermont Superior Court, Washington Unit, Civil Division by *Complaint* of Plaintiff, *Opportunities Credit Union*, dated September 4, 2025, filed on or about September 23, 2025, and served upon Defendant *Peter Kent Diggins* on December 3, 2025, and Defendant *Darcy Goodale* on September 15, 2025.

Judgment was granted to Plaintiff, *Opportunities Credit Union*, on January 6, 2026, based on Default as to Defendants, *Peter Kent Diggins and Darcy Goodale*. The Accounting was entered, without hearing, by the Clerk of the Court on January 7, 2026. 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 principal amount presently due and owing on the Note is \$98,385.75, with accrued interest through January 7, 2026 in the amount of \$2,272.31; together with costs incurred by Plaintiff, which include the following: filing fee in the amount of \$317.93; service costs in the amount of \$232.58; Town clerk filing fees in the amount of \$90.00; \$5.95 for a report to locate Defendant, taxes and insurance paid by Plaintiff in the amount of \$3,407.17 and attorneys' fees in the amount of \$2,680.50, making the total amount due Plaintiff, as of January 7, 2026, \$107,392.19, plus per diem interest accruing at the rate of \$33.68 from January 8, 2026 to the date of redemption.

2. **Taxes.** Upon proof of payment made, Plaintiff is entitled to have any amounts paid for taxes, after the date of the Plaintiff's Accounting Affidavit, added to the amount due at time of redemption pursuant to 12 V.S.A. §4935.

3. **Mortgaged Property.** The property, which is the subject of this foreclosure, the "Mortgaged Property," is known and designated as 4 Scampini Square, Barre, Vermont and more particularly described as follows:

Being all and the same land and premises conveyed to Jacqueline G. Jenny (n/k/a Jacqueline O'Harkin) (now deceased) by Warranty Deed of Cathy Neveau dated August 4, 2006, and recorded in Volume 233 at Page 385 of the City of Barre Land Records. Also being all and the same lands and premises conveyed to Jacqueline O'Harkin, Trustee of the O'Harkin Real Estate Trust by Quitclaim Deed of Jacqueline O'Harkin dated November 4, 2021, and recorded November 15, 2021, in Volume 395 at Page 105 of the City of Barre Land Records, in which deed Jacqueline O'Harkin reserved an Enhanced Life Estate with the right to mortgage the Premises. The lands and premises herein conveyed are more particularly described as follows:

Being two parcels of land according to a plan of land belonging to Angelo Scampini, surveyed by Walker & Garrison in June 1907, a copy of which plan is on file in Book of Plans A, Page 313 of the City of Barre Land Records and both of the above parcels are shown on said plan as 'Cerasoli'.

Excepting and reserving off from the easterly and westerly sides of first mentioned piece and off from the easterly end of the second piece five feet in width to be used in common with adjoining owners for driveway purposes.

Reference is hereby made to the aforementioned instruments, the records thereof and the references therein contained, all in further aid of this description.

4. **Redemption.** IT IS FURTHER ORDERED that unless Defendants, *Peter Kent Diggins* and/or *Darcy Goodale* pay to the Clerk of the Court on or before 2/13/2026

the date of redemption payable to Court, before 4:30 p.m., the sum of \$107,392.19, together with any amounts established under paragraph 2 above, and together with per diem interest of \$33.68 from January 8, 2026, to the date of redemption, then such parties shall be foreclosed and forever barred from all equity of redemption in the Mortgaged Property and the Plaintiff may file a *Writ of Possession*.

5. **Non-Redemption; Notice of Sale.** If the Defendants fail to redeem the Mortgaged Property as set forth in paragraph 4 above, then the Court shall issue a *Certificate of Non-Redemption*, and the Mortgaged Property shall be sold, as a whole, to the highest bidder at public sale at 4 Scampini Square,

Barre, Vermont, by a sheriff, deputy sheriff, constable, licensed auctioneer, or other disinterested person specifically appointed by the Court, pursuant to 12 V.S.A. §4952 *et seq.* and V.R.C.P. 80.1.

The person holding the public sale shall obtain from the Clerk of this Court a certified copy of this Decree, together with a *Certificate of Non-Redemption*, and shall have the same recorded in the Land Records of the City of Barre, Vermont.

The sale shall take place within six (6) months of the last redemption date under paragraph 4 above, unless extended by the Court, or the case is stayed by a bankruptcy filing. The Plaintiff shall advertise in a newspaper distributed in the City of Barre, Vermont, three (3) consecutive weeks before the time of the sale that the land and premises be foreclosed by this Decree shall be sold at a public sale to be held at 4 Scampini Square, Barre, Vermont, on a certain date and time, to the highest bidder. Plaintiff shall send a Notice of Sale as required by 12 V.S.A. §4952(c) at least thirty (30) days before the sale, specifying the exact date and time of the sale.

6. **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, AND WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND,” subject to property taxes (delinquent and current), municipal assessments/liens, association dues, easements, rights of way, covenants, permits, reservations and restrictions of record, title defects, unforeclosed junior liens, superior liens (if any) and environmental hazards (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 payment is authorized. In any case, a deposit shall be paid at the time of sale of at least \$10,000.00 in the form of cash, a bank treasurer’s check, or certified funds. The deposit must be increased to at least 10% of the successful bid within five (5) calendar days of the public sale by an additional payment in cash or by bank treasurer’s check. Plaintiff is authorized to require the purchaser to sign a Purchase and Sales Agreement. The person holding the public sale may, for good cause, postpone the sale one or more times for a total of up to thirty (30) days, by

announcing the new sale date to those present at such adjournment or by posting notice at a conspicuous place at the notice 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 (5) days before the new sale date.

7. **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(a). The person holding the public sale, 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(a). In the event that the proceeds of the sale exceed the amount due the Plaintiff, the surplus shall be retained by the person holding the sale, as a custodian, and then disbursed in accordance with the Final *Confirmation Order* of this Court. The portion of this *Judgment Order* setting forth the order for redemption by the Defendants does not establish the priority of interests in the surplus sale proceeds and the Defendants shall establish, by agreement or through litigation, the priority of their interests in any surplus sale proceeds prior to entry of the Final *Confirmation Order*.

8. **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. Plaintiff shall serve any interested persons, as well as all parties who appeared in the case, or their attorney(s), with any Motion for Confirmation and Notice of Confirmation Hearing scheduled pursuant to 12 V.S.A. §4954(a). At confirmation, Plaintiff may be allowed reasonable attorneys' fees and the reasonable expenses of making the sale pursuant to 12 V.S.A. §§4937 and 4954, as well as taxes paid since the accounting, if any, pursuant to 12 V.S.A. §§4935 and 4954.

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 the power was duly

executed. When the purchase price has been paid in full and the *Confirmation Order* recorded in the Land Records of the City of Barre, Vermont, it shall give the purchaser all right, title and interest acquired by the Plaintiff, *Opportunities Credit Union*, in the real estate foreclosed by this decree pursuant to 12 V.S.A. §4954(a) and (b) and transfer of title is effectuated.

9. **Deficiency Claim.** Any motion for a deficiency judgment based on a claim in the *Complaint* shall be filed at the same time as the *Motion for Confirmation* pursuant to V.R.C.P. 80.1(j)(2); otherwise any claim for a deficiency judgment will be dismissed at the time of entry of the *Confirmation Order*.

10. **Continuing Liens.** The foreclosure rights of Plaintiff, or any other purchaser at sale, as set forth herein, shall be subject to the six (6) month priority interests of any Condominium or Homeowners Association as set forth in 27 V.S.A. §3-116(b), in addition to any liens, encumbrances, unpaid taxes, tax titles, municipal liens (if any), which take precedence over the Mortgage which is the subject of this foreclosure action and/or which have not been foreclosed.

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.

DATED at Montpelier, Vermont this 14th day of January, 2026.

Electronically signed pursuant to V.R.E.F. 9(d)



Daniel Richardson
Superior Court Judge