

STATE OF VERMONT
SUPERIOR COURT

GRAND ISLE UNIT

CIVIL DIVISION
Case Number 26-CV-02052

Jacques Parent
Plaintiff

v.

**Abel Lopez Aguilar and
Corrina Lopez Aguilar**
Defendants

NOTICE OF FORECLOSURE SALE

By virtue of the Judgment and Decree of Foreclosure by Judicial Sale ("Foreclosure Judgment") filed May 28, 2026, for breach of the conditions of a certain mortgage granted by Abel Lopez Aguilar and Corrina Lopez Aguilar ("Mortgagors") to Jacques Parent dated August 18, 2022 and recorded in Book 193 at Pages 475-477 of the Town of Alburgh Land Records, and for the purpose of foreclosing the same, the undersigned will cause to be sold at public auction ("Sale") at **11:00 AM on June 30, 2026** the lands and premises known as **42 Vantine Avenue, Alburgh, Vermont** ("Mortgaged Property") more particularly described as follows:

Being all and the same land and premises conveyed to Corrina Lopez Aguilar and Abel Lopez Aguilar by Warranty Deed of Melissa R. Arcand dated August 18, 2022 and of record in Book 193 at Page 472 of the Town of Alburgh Land Records.

Bing all and the same lands and premises conveyed to Melissa R. Arcand by Quit Claim Deed of Carolyn Rhodes dated August 26, 2013 and recorded in Volume 159 at Page 70 of the Town of Alburgh Land Records and being more particularly described therein as follows:

"A lot of land with a dwelling house thereon situated on the southerly side of Vantine Avenue, in the Village of Alburgh. Said lot has a uniform width of 145 feet and a uniform depth of 125 feet. Said property is bounded on the north by Vantine Avenue; on the east by land of W.O. Morton; on the south by the property of the Estate of James Mott and land of Armand L. and Isabelle D. Lavigne; and on the west by property of Howard J. and Callie M. Poquette.

Being all and the same land and premises conveyed to Howard Rhodes (since deceased) and Carolyn Rhodes by Warranty Deed of Kevin E. Creller, Dean P. Creller, and Venita McChesney dated March 4, 2005 and recorded in Book 117, Pages 340-342 of the Alburgh Land Records.

There is a right of way reserved in the aforesaid deed, for the passage of vehicles and foot passengers between Vantine Avenue and the property owned by the Estate of James Mott over the present driveway to the lot of land herein conveyed."

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.

TERMS OF SALE: The Sale will be held at the Mortgaged Property. The Mortgaged Property will be sold to the highest bidder, "AS IS, WHERE IS, WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND", subject to environmental hazards, zoning regulations, including any violations thereof, flood zone hazards, if applicable, superior liens, if any, all title defects and encumbrances of record that are not extinguished by the sale, federal, state, and local codes, environmental, health, safety, zoning, and building laws, rights, easements, rights of way, covenants, conditions, reservations, agreements, privileges, obligations, duties, and restrictions of record, insofar as such are now in force and applicable; delinquent taxes and other municipal assessments, including penalties and interest to the date of Closing, and unpaid taxes and other municipal assessments for the current fiscal year.

The successful bidder shall pay a deposit of at least \$10,000 of the purchase price in cash or bank treasurer's/cashier's check at the time of Sale. The deposit must be increased to at least ten percent (10%) of the successful bid within 5 calendar days of the Sale. The balance of the purchase price shall be paid within fourteen days after entry of a confirmation order. The successful bidder will be required to sign a purchase and sale contract with NO CONTINGENCIES except confirmation of the sale by the court. The deposit is subject to forfeiture. Title will be transferred by Confirmation Order. The Sale may be postponed one or more times for a total time of up to thirty (30) days, in compliance with 12 V.S.A §4953(b).

Other terms to be announced at the Sale or contact Hirchak Brothers, LLC at 1-800-634-7653 or www.thcauction.com.

The Mortgagors, or their executors, administrators or assigns, may redeem the Mortgaged Property at any time prior to the Sale by paying the full amount due under the mortgage, including post-judgment expenses and the costs and expenses of sale.

Dated at Cabot, Vermont, this 30th day of May, 2026

Jacques Parent
By: Steckel Law Office
By: /s/ **Susan J. Steckel**
By: Susan J. Steckel, Esq.
P. O. Box 247
Marshfield, Vermont 05658-0247
802-563-4400