

STATE OF VERMONT

SUPERIOR COURT  
Orange Unit

CIVIL DIVISION  
Docket No. 25-CV-02337

GREEN MOUNTAIN CREDIT UNION,  
Plaintiff

vs.

ALEXIS M. DANIELS;  
JASON P. VILBRIN ;  
And all UNNAMED OCCPANTS  
RESIDING AT 795 PIRIE ROAD,  
WILLIAMSTOWN, VERMONT,  
Defendants

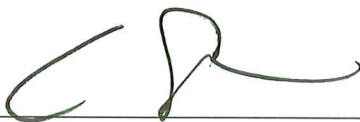
CERTIFICATE OF NON-REDEMPTION

I, Lisa S. Eastman, of the Vermont Superior Court, Orange Unit, Civil Division, State of Vermont, the same being a Court of record and having a seal, hereto attached, DO HEREBY CERTIFY that the within and foregoing is a true and complete copy of the Judgment and Decree of Foreclosure By Judicial Sale in a cause entitled: *Green Mountain Credit Union v. Alexis M. Daniels, et al.*, Vermont Superior Court, Orange Unit, Civil Division, Docket, No. 25-CV-02337, and that the same is a true and complete copy of the whole thereof, the same having been issued in said Court on September 15, 2025.

I FURTHER CERTIFY that, Alexis M. Daniels, Jason P. Vilbrin, nor anyone on their behalf, did not, on or before March 16, 2026, tender to the Clerk of this Court for the benefit of the plaintiff, the sums due in equity for redemption of the lands and premises situated at or around 795 Pirie Road in the Town of Williamstown, County of Orange, State of Vermont, the same being of record in Book 175, Page 716-718 of the Town of Williamstown Land Records. The Mortgage being foreclosed is of record in Book 175, at Page 716-718, in the Town of Williamstown Land Records.

By failure of the defendant to redeem said lands and premises, the said Alexis M. Daniels and Jason P. Vilbrin, and their heirs, executors, administrators, successors and assigns, and all persons claiming under them are foreclosed and forever barred from all equity of redemption in the said lands and premises.

IN WITNESS WHEREOF, I hereunto set my hand and affix the seal of the Vermont Superior Court at Rutland, Vermont, this 18 day of March 2026.

  
\_\_\_\_\_  
Lisa S. Eastman, Judicial Assistant  
*Deputy Clerk*



FILED  
VERMONT SUPERIOR COURT

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ORANGE UNIT

STATE OF VERMONT

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GREEN MOUNTAIN CREDIT UNION,  
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vs.

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WILLIAMSTOWN, VERMONT,  
Defendants

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

This foreclosure action was brought before the Court by Complaint of Plaintiff filed June 3, 2025 and served upon Defendants on June 13, 2025. Judgment was granted to Plaintiff by Default Judgment as against the Defendants filed August 16, 2025. The Accounting was entered on August 21, 2025, without hearing. The requirements of V.R.C.P. 80.1 (g)(2)(A) & (B) have been met, if applicable. 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 August 21, 2025 the principal amount of \$138,481.11, accrued interest of \$28,981.44, late charges of \$525.00, court costs of \$489.90, reasonable attorney's fees of \$1,549.50, recording fees for the complaint in the amount of \$120.00; and additional amounts allowed in the accounting of: Payment Suspense Amount of \$1,697.96; taxes paid of \$5,470.30; and title fees, certified mailing fees and travel fees totaling \$117.56 making the total amount due Plaintiff as of August 21, 2025 the sum of \$177,432.77, plus interest accruing at the per diem rate of \$48.12 from August 21, 2025 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 Alexis M. Daniels and Jason P. Vilbrin by Executor's Deed of Daniel Plummer, Executor of the Estate of Anita Plummer, dated November 19, 2019, and recorded on November 25, 2019, in Book 175, Page 710 of the Town of Williamstown Land Records.

Being all and the same lands and premises conveyed to Reginald E. Plummer (now deceased) and Anita M. Plummer (now deceased) by Warranty Deed of Manuel P. Villa and Leone C. Villa dated October 22, 1959 and recorded in Volume 43 at Page 164 of the Town of Williamstown Land Records.

Being certain land and premises with the buildings thereon situated on the westerly side of Baptist Street leading from Lower Graniteville to the village of Williamstown. Said premises have frontage on Baptist Street of 77 feet and a depth back from said street of 165.6 feet on the southerly side and 163.6 feet on the northerly side respectively.

Also included herewith all the same spring and water rights as are more particularly described in deed of Charles Barlay to Robert McKeage dated August 5, 1912 and recorded in Book 31, Page 93 and in deed of A.C. Spepartd to Robert McKeage dated September 2, 1891, recorded in Book 23, Page 7.

Reference is hereby made to said deed and their records and to all prior deeds and their records for a further and more complete description of the lands and premises.  
("Premises")

**4. Redemption.** It is further ordered that unless Defendants Alexis M. Daniels and Jason P. Vilbrin, pays to the Clerk of the Court **on or before** \_\_ March \_\_ <sup>16</sup>, **2026, the date of redemption payable to Court, before 4:30 p.m.**, the sum of \$177,432.77, together with any amounts established under paragraph 2 above, and together with per diem interest of \$48.12 from August 21, 2025 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, Alexis M. Daniels and Jason P. Vilbrin, who acquired the premises on November 25, 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.*

**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 *Town of Williamstown* 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 to 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 15 day of September, 2025.

Vermont Superior Court  
Filed 09/15/25  
Orange Unit

  
\_\_\_\_\_  
Hon.  
Presiding Judge

10961/7/1496226

3-18-2026 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