Vermont Superior Court
Filed 09/24/26
Lamoille Unit

VERMONT SUPERIOR COURT
Lamoille Unit

CIVIL DIVISION
Case No. 26-CV-04184

Union Bank,
Plaintiff

v.

Guy Spiegelman, Deborah F. Spiegelman,
Nicole Alexis Spiegelman, Danielle Renee Spiegelman and
The Villas at Trapp Family Lodge Owners Association, Inc.,
Defendants

JUDGMENT ORDER AND DECREE OF FORECLOSURE BY JUDICIAL SALE

This foreclosure action was brought before the Vermont Superior Court by complaint of foreclosure of Union Bank dated July 4, 2026, and served upon defendants by acceptance of service forms signed by the parties' legal representatives and filed with the Court. Judgment was granted to plaintiff on September 4, 2026, on the basis of default as to defendants Spiegelman and on the basis of a stipulation as to defendant The Villas at Trapp Family Lodge Owners Association, Inc. The accounting was entered without a hearing. Pursuant to V.R.C.P. 80.1(g) and V.R.C.P. 58,

IT IS ORDERED, ADJUDGED and DECREED as follows:

1. There is presently due and owing plaintiff the principal amount of $40,833.92, accrued interest as of September 4, 2026 in the amount of $757.25, a filing fee of $317.93, service fee in the amount of $0.00, town clerk recording fee of $75.00, attorney's fees in the amount of $2,737.50, real property taxes paid in the amount of $0.00, insurance premium paid in the amount of $0.00, and late charges in the amount of $0.00, making the total amount due plaintiff the sum of $44,721.60, plus interest accruing at the rate of $13.55 per diem, from September 4, 2026 until the date of redemption.

2. **Taxes and Other Advances Paid After the Date of the Affidavit of Amounts Due.** Plaintiff is entitled to have any amounts paid for taxes or other advances added to the amount due at the time of redemption.

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

Being all and the same land and premises conveyed to Guy Spiegelman and Deborah Spiegelman by the Warranty Deed of Trapp Family Lodge, Inc., dated September 9, 2005, and of record in Book 621 at Pages 329-330 of the Stowe Land Records.

Being further described as Fractional Interest V14-G33/34 consisting of an undivided one-twelfth (1/12) fee ownership interest in Villa Number 14 situated at Trapp Hill Road in Stowe, Vermont, together with an Allocated Interest in the Common Elements as established and described in the Declaration of Condominium for The Villas at Trapp Family Lodge dated January 9, 2004, and of record in Book 552 at Page 189 of the Stowe Land Records, as amended. Said Fractional Interest includes the right to use a fractional villa during one silver season week and one bronze season week during each vacation year. Said Fractional Interest is conveyed subject to and with the benefit of the provisions of said declaration, any instrument referred to therein, and all instruments of record.

Reference is made to the Quitclaim Deed of Deborah Pollans Spiegelman, a/k/a Deborah F. Spiegelman, to Guy Gersten Spiegelman dated July 16, 2012, and of record in Book 835 at Pages 314-315 of the Stowe Land Records.

Reference is made to the Quitclaim Deed from Guy Spiegelman to Nicole Alexis Spiegelman and Danielle Renee Spiegelman dated August 25, 2022, and of record in Book 1177 at Pages 1-2 of the Stowe Land Records.

Reference is made to the above-noted deeds and their records, as well as prior instruments and their records for a more particular description of the land and premises.

4. **Redemption.** It is further ordered that unless defendants Guy Spiegelman, Deborah F. Spiegelman, Nicole Alexis Spiegelman and Danielle Renee Spiegelman pay to the Clerk of the Court on or before October 26, 2026, the date of redemption, payable to the Court before 4:30 P.M., the sum of $44,721.60, together with any amounts established under paragraph 1 above, and per diem interest of $13.55 from September 4, 2026 to the date of redemption, then defendants Guy Spiegelman, Deborah F. Spiegelman, Nicole Alexis Spiegelman and Danielle Renee Spiegelman shall be foreclosed and forever barred from all equity of redemption in the mortgaged property.

It is further ordered that unless defendant The Villas at Trapp Family Lodge Owners Association, Inc., pays to the Clerk of the Court on or before October 27, 2026, the date of redemption, payable to the Court before 4:30 P.M., the sum of $44,721.60, together with any amounts established under paragraph 1 above, and per diem interest of $13.55 from September 4, 2026 to the date of redemption, then defendant The Villas at Trapp Family Lodge

Owners Association, Inc., shall be foreclosed and forever barred from all equity of redemption in the mortgaged property.

5. **Defendants/Mortgagors' Additional Right to Redeem.** Defendants/mortgagors 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.

6. **Non-Redemption; Notice of Sale.** If 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 and the mortgaged property shall be sold at the discretion of the auctioneer on the full $1/12^{th}$ interest or the auctioneer may split the interval into two $1/24^{th}$ interests to the highest bidder(s) at public sale by sheriff, deputy sheriff, constable, licensed auctioneer or other disinterested person specifically appointed by the Court, pursuant to 12 V.S.A. §4952 and V.R.C.P. 80.1. A copy of the notice of sale shall be mailed by first-class mail, postage prepaid, to all parties who appeared in the foreclosure action or to their attorneys of record. If defendants/mortgagors have not appeared in this foreclosure action, a copy of the notice of sale shall also be emailed or mailed by first-class mail, postage prepaid, to the defendants/mortgagors at the defendants/mortgagors' last known address or their attorney. The notice of sale shall include the specific date, time, and location of the sale and shall be mailed after the last date of redemption in the Decree, but no fewer than 30 days before the date of sale. Plaintiff shall also publish a notice of sale in a newspaper distributed in the Town of Stowe, Vermont, for three 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 not be 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 the publications or file a certificate of publication dates.

7. **Public Sale.** At the sale, the person holding the public sale shall sell to the highest bidder(s) all of the mortgaged property in AS IS condition, with any and all faults, with all defects, patent and latent, subject to property taxes, municipal assessments or other non-foreclosable or un-dischargeable liens, if any. Pursuant to 12 V.S.A. §4953, permitted bidders

shall meet the requirements set forth in the notice of sale in order to bid at the sale. The purchaser at the sale shall pay cash or certified funds to the person holding the sale. In any case, a deposit of at least $10,000.00 shall be paid at the time of sale in the form of cash, bank treasurer's check or certified funds, unless plaintiff agrees to accept a smaller amount. This provision shall not be required of plaintiff or its designee. Plaintiff is authorized to require the purchaser to sign a purchase and sale agreement at the time of the winning bid. 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 defendants/mortgagors up to the date of the sale under this Judgment and Decree.

For good cause shown, the person holding the public sale may postpone the sale, giving notice of such adjournment by public proclamation at the time and place appointed for the sale, but for no longer than 30 days.

The mortgaged property shall be sold in AS IS condition with any and all faults, with no representations or warranties, express or implied, of any kind, and subject to any and all current and delinquent real estate taxes and municipal assessments, including late fees, charges and interest, for which the highest bidder shall be fully responsible. Plaintiff shall also not be responsible for making any repairs, upgrades and/or treatments to the mortgaged property nor be required to heat or maintain the property after the date of sale. The premises shall be sold subject to any and all encumbrances or title defects and no representations or warranties will be made concerning the status of the quality of title the purchaser will receive.

8. **Report of Sale.** The person holding the public sale shall file a report of sale, under oath, with the Court within ten days of the date of sale pursuant to 12 V.S.A. §4954. 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.

9. **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. Copies of the report

of sale and request for confirmation shall be mailed by first-class mail, postage prepaid, to all parties who appeared in the foreclosure action or to their respective attorneys of record and to the mortgagors at the mortgagor's last known addresses. The Court may issue an Order of Confirmation of the sale without hearing, unless the Court in its discretion determines that a hearing is necessary.

At confirmation, plaintiff may be allowed reasonable attorney's 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. 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, transfer of title is effectuated pursuant to 12 V.S.A. §4954.

10. **Writ of Possession.** In the event the defendants/mortgagors fail to redeem the subject land and premises as provided for in this Judgment and Decree, plaintiff may file a motion for a writ of possession authorizing plaintiff to obtain immediate possession of the land and premises which are the subject of this action.

11. **Owners Association Statutory Lien.** The foreclosure rights of plaintiff, and the rights of any purchaser at the sale, shall be subject to the six month lien priority interest of The Villas at Trapp Family Lodge Owners Association, Inc., as set forth in 27A V.S.A. §3-116, in the amount of $5,398.00.

If you wish to appeal this judgment, you must request permission to appeal by motion filed with the Court within fourteen days of the date of entry of the judgment, not including that date or Saturdays, Sundays or legal holidays.

Dated at Hyde Park, Vermont, on 9/24/2026

The Honorable Timothy B. Tomasi
Vermont Superior Court Judge, Civil Division