

Rhonda Francis Summit County Recorder  
03/01/2021 10:17:01 AM Fee \$40.00  
By Racine Olson, PLLP  
Electronically Recorded

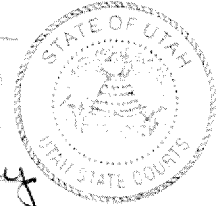
The Order of the Court is stated below:

Dated: February 17, 2021 /s/ Bridgette Blomquist  
02:30:57 PM District Court Clerk



Daniel C. Green (USB No. 10354)  
RACINE OLSON, PLLP  
201 E. Center Street  
P.O. Box 1391  
Pocatello, Idaho 83204-1391  
Phone: (208) 232-6101  
Fax: (208) 232-6109  
[dan@racineolson.com](mailto:dan@racineolson.com)

STATE OF UTAH  
COUNTY OF Summit  
I hereby certify that the enclosed is a  
true and correct copy of the  
original of the said document.  
23<sup>rd</sup> February  
21  
Debbie K. Joust CLERK



Attorney for Ireland Bank

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE  
STATE OF UTAH, IN AND FOR THE COUNTY OF SUMMIT

<p>IRELAND BANK, an Idaho banking corporation,</p> <p>Plaintiff,</p> <p>vs.</p> <p>GLAYDE STEMBRIDGE and LESA STEMBRIDGE, husband and wife, and DOES 1-10,</p> <p>Defendants.</p>	<p>Case No. <u>216500209</u></p> <p><b>NOTICE OF JUDGMENT</b></p>
---	---

TO: Glayde Stenbridge and Lesa Stenbridge  
120 W. 400 S., No. 46  
Smithfield, Utah 84335

PLEASE TAKE NOTICE that the judgment filed from the Sixth Judicial District Court of Idaho has been filed in the THIRD JUDICIAL DISTRICT COURT OF UTAH, under the provision of the UTAH FOREIGN JUDGMENT ACT (UCA 78B-5-301). Under this act, THIS

JUDGMENT HAS THE SAME LEGAL FORCE AND EFFECT AS A JUDGMENT  
RENDERED BY THE UTAH STATE COURT.

DATED this 16<sup>th</sup> day of February, 2021.

RACINE OLSON, PLLP

By: /s/ Daniel C. Green  
DANIEL C. GREEN

**CERTIFICATE OF SERVICE**

STATE OF UTAH    )  
                                  :SS  
County of Summit )

On this 17th day of February, 2021, Bridgette Blonquist, being first duly sworn, upon oath states that she has mailed a true and correct copy of the Notice of Judgment to the judgement debtors

Gladye Stembridge	<input checked="" type="checkbox"/>	U.S. Mail, postage prepaid
Lesa Stembridge	<input type="checkbox"/>	Hand Delivery
120 W. 400 S., No. 46	<input type="checkbox"/>	Overnight Mail
Smithfield, Utah 84335	<input type="checkbox"/>	Facsimile

\_\_\_\_\_  
DEPUTY CLERK

**CERTIFICATE OF NOTIFICATION**

I certify that a copy of the attached document was sent to the following people for case 216500209 by the method and on the date specified.

MAIL: GLAYDE STEMBRIDGE 120 W. 400 S., NO. 46 SMITHFIELD, UT 84335

MAIL: LESA STEMBRIDGE 120 W. 400 S., NO. 46 SMITHFIELD, UT 84335

02/17/2021

/s/ BRIDGETTE BLONQUIST

Date: \_\_\_\_\_

\_\_\_\_\_

Signature

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF ONEIDA

IRELAND BANK, an Idaho banking  
corporation,

Plaintiff,

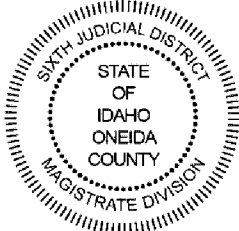
vs.

GLAYDE STEMBRIDGE and LESA  
STEMBRIDGE, husband and wife, and DOES  
1-10,

Defendants.

Case No. CV36-20-0064

**JUDGMENT, DECREE OF  
FORECLOSURE AND ORDER OF  
SALE**



STATE OF IDAHO } ss  
COUNTY OF ONEIDA }  
I hereby certify that the foregoing is a full, true  
and correct copy of the original in the above  
entitled matter.  
Witness my hand and affix the seal of said court.  
DATED  
**2/11/2021 01:27 PM**  
MATTHEW L. COLTON, Clerk of the District Court  
By: *Diane Skidmore*  
Deputy

JUDGMENT IS ENTERED in favor of Plaintiff Ireland Bank (“Ireland Bank” or  
“Plaintiff”) and against Defendants Glayde Stembridge and Lesa Stembridge (“Stembridge” or  
“Defendants”), jointly and severally, as follows:

1. In the amount of \$62,958.06, consisting of principal of \$50,630.70, accrued interest of \$8,052.72 and late fees of \$4,254.06, plus accruing default interest at the per diem rate of \$13.04 from December 30, 2020, until the date this Judgment is entered; and
2. Interest on the Judgment at the legal rate from the date of Judgment until Plaintiff is paid in full;
3. Pre-Judgment attorney fees and costs will be entered under a separate Judgment; and
4. Post-Judgment collection costs, including attorney fees and costs, pursuant to Idaho Code § 12-120(5).
5. The Security Agreements executed by Defendants in favor of Ireland Bank described in Ireland Bank’s Verified Complaint are valid, existing, and properly perfected and are a first priority lien on the subject collateral described therein and are hereby foreclosed. Plaintiff

shall have immediate possession of the personal property collateral described to in said Security Agreements, free and clear from any and all claims of the named Defendants and all persons claiming by or through them either as purchasers, encumbrancers, or otherwise, all of whom shall be forever barred and foreclosed of any right, title or interest in said personal property collateral.

6. Ireland Bank may sell either by private or public sale as provided by Article 9 of the Idaho Uniform Commercial Code, or may in its option and in its sole discretion, have the personal property collateral sold either judicially by the Sheriff of Oneida County, Idaho (or such other county where the collateral may be located) pursuant to applicable Idaho law or non-judicially by private or public sale pursuant to Article 9 of the Idaho Uniform Commercial Code, or may lease or otherwise dispose of any and all personal property collateral in its present condition or following any commercially reasonable preparation and processing and the proceeds of said disposition be applied in the following order: (i) to the expense of retaking, holding, protecting, preparing for sale, selling or otherwise disposing of the personal property collateral; (ii) the amount owing to Ireland Bank on the judgment above described including post-judgment interest at the highest lawful rate plus such other sums paid or advanced by Ireland Bank, any other levies or assessments; (iii) attorney fees and costs awarded by the Court together with attorney fees and costs from entry of the Amended Judgment, Decree of Foreclosure and Order of Sale up to and including the date of sale; (iv) other perfected lien holders, if any, in the order of their priority; and (v) the balance tendered to the Court for determination as to disbursement.

7. If Ireland Bank elects to have the personal property sold judicially, said personal property shall be sold at public auction for cash by the Sheriff of Oneida County, State of Idaho in the manner prescribed by law and according to the rules and practice of this Court. The Sheriff of Oneida County (or such other county where the collateral may be located) shall: (i) timely make

his return and report of sale; (ii) retain his fees, disbursements, and commission on said sale from the proceeds of sale; and (iii) execute and deliver to the purchaser(s) of the personal property at said sale, his Bill(s) of Sale as provided by law on any and all of the personal property.

8. The sale of said personal property shall be free and clear of all right, title, claim, lien, or interest of the Defendants and of every person claiming by, through or under said Defendants in and to said properties either as purchasers, encumbrancers, or otherwise including the right of possession thereof from and after said sale and shall be forever barred and foreclosed of all right, title, and interest therein, and the purchaser(s) at said sale shall be entitled to immediate possession of the property and collateral as allowed by law.

9. Ireland Bank, or any party to this suit, may become a purchaser at the foreclosure sale of said personal property. The purchaser(s) shall be entitled to all the rights and privileges of such a purchaser under the laws of the State of Idaho. The Sheriff may execute bills of sale to the purchaser(s), and they may be allowed into the immediate possession of the property.

10. In the event the possession of the personal property is not immediately surrendered to the purchaser(s), a "Writ of Assistance" may be immediately issued by the Court directing the Sheriff of Oneida County, Idaho, or the Sheriff of such other county where the collateral may be located, to deliver possession of said property to the purchaser(s).

11. If the Defendants or any person(s) before, during, or since the commencement of this action may be in possession of the personal property collateral and refuses to deliver possession of said personal property to such purchaser(s) on production of a Sheriff's Bill of Sale for such personal property, a Writ of Assistance may, without further notice, be issued to compel such delivery to the purchaser(s).

12. Execution shall issue by this Court against the personal property collateral according to law and the practices of this Court to satisfy the Judgment as secured by the underlying loan documentation, which security interest is hereby foreclosed.

13. The Defendants and all persons claiming or attempting to claim from or under them, or any of them, and all persons having subordinate liens and claims subject to the first lien and security interest of Ireland Bank in said personal property by virtue of said Judgment, or otherwise, and their heirs, personal representatives, successors or assigns and all persons claiming to have acquired any estate or interest in or to the personal property, hereby are forever barred and foreclosed of and from all right, title, claim and interest in and to the personal property and the proceeds thereof and to every part and portion thereof and said persons, and each of them, be, and they hereby are enjoined and restrained, from damaging, transferring, or destroying said personal property or any portions, parts or components thereof.

14. The lien of any levy which may be made on said collateral by virtue of any execution based on this Judgment shall relate back to the date of perfection of the security interest in such collateral as provided by the Idaho Uniform Commercial Code.

15. Plaintiff is entitled to a deficiency judgment against the Defendants to the extent that the proceeds from the sale of the above described personal property are insufficient to pay the total indebtedness with advances, interest, costs, attorney's fees and expenses of sale, as hereinabove described.

16. Jurisdiction of this cause is hereby expressly reserved and retained by this Court for the purpose of making such further orders as may be necessary in order to carry in to full force and affect this Judgment, and/or to correct any mathematical error, or other proceedings which are deemed due and proper.

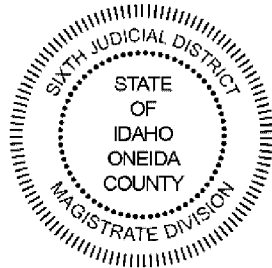


17. Ireland Bank is entitled to post-judgment reasonable attorney fees and costs incurred in attempting to collect on the Judgment as provided by Idaho Code § 12-120(5).

18. The Clerk is directed to issue such Writs of Execution and Order for Possession and Sale of the personal property collateral to be conducted in satisfaction of said Writ, and/or such other documents and Writs as may be necessary to enforce this Judgment pursuant to Idaho law.

**THIS IS A FINAL JUDGMENT.**

WITNESS my hand and the seal of this Court \_\_\_\_\_.



  
\_\_\_\_\_  
HONORABLE JAVIER L. GABIOLA  
District Judge

Signed: 1/5/2021 03:57 PM

**CLERK'S CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on January 6, 2021, a true and correct copy of the foregoing document was served as follows:

Daniel C. Green  Via Email  
dan@racineolson.com  
mandy@racineolson.com

Brent T. Robinson  Via Email  
btr@idlawfirm.com

CLERK OF THE COURT

Signed: 1/6/2021 07:13 AM

By: *Diane Skidmore*  
Deputy Clerk