

Rhonda Francis Summit County Recorder
06/03/2021 03:00:14 PM Fee \$40.00
By RACINE OLSON, PLLP
Electronically Recorded

The Order of the Court is stated below:

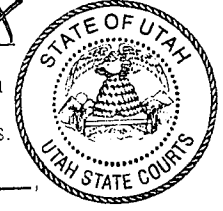
Dated: June 03, 2021
01:56:02 PM

/s/ Bridgette B. [Signature]
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
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dan@racineolson.com

STATE OF UTAH
COUNTY OF Summit
I hereby certify that the document to
which this certificate is attached is a
full, true and correct copy of the
original filed in the Utah State Courts.
WITNESS my hand and seal
this 3rd day of June
2021
DISTRICT JUVENILE COURT
[Signature] 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>NOTICE OF JUDGMENT</p> <p>Case No. <u>216500433</u></p>
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TO: Glayde Stembridge and Lesa Stembridge
120 W. 400 S., No. 46
Smithfield, Utah 84335

PLEASE TAKE NOTICE that the Amended Judgment and Decree of Foreclosure and Order of Sale 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

CERTIFICATE OF NOTIFICATION

I certify that a copy of the attached document was sent to the following people for case 216500433 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

06/03/2021

/s/ BRIDGETTE BLONQUIST

Date: _____

Signature

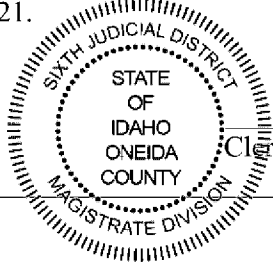
CERTIFICATE OF EXEMPLIFICATION

STATE OF IDAHO)
: ss
County of Oneida)

CLERK’S CERTIFICATE OF ATTESTATION

I, Diane Skidmore, Clerk of the SIXTH JUDICIAL DISTRICT COURT of the State of IDAHO, in and for said County of ONEIDA, do hereby certify that the attached *AMENDED JUDGMENT AND DECREE OF FORECLOSURE* from Case No. *CV36-20-0064*, HAS BEEN BY ME COMPARED with the original and that this is a true and correct transcript and true copy of the *AMENDED JUDGMENT AND DECREE OF FORECLOSURE* therefrom and of the whole of such original records as the same appears on file and of record in my office and in my custody.

IN WITNESS WHEREOF; I have hereunto set my hand and affixed the seal of said Court, in the County of ONEIDA this 24th day of May, 2021.



Diane Skidmore

Clerk of the Court

STATE OF IDAHO)
: ss
County of Oneida)

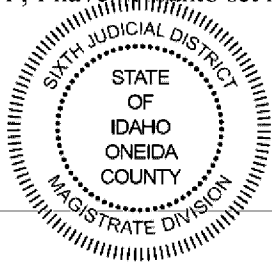
CERTIFICATE OF PRESIDING JUDGE

Javier L. Gabiola

I, Javier L. Gabiola, Presiding Judge of the District Court of the SIXTH JUDICIAL DISTRICT of the State of IDAHO do hereby certify that Diane Skidmore who signed the foregoing Certificate of Attestation, now is and was at the time of the signing and sealing of the same, the duly elected, qualified and acting Clerk of the SIXTH JUDICIAL DISTRICT of the State of IDAHO, in and for the County of ONEIDA. That he/she is that legal keeper of the records and seal of said court; that his/her signature as it appears signed to the same Certificate of Attestation, is his/her genuine signature, that the seal affixed to said Certificate is the seal of said Court; and that the Attestation is in due form and by the proper officer.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of May, 2021.

5/24/2021



Javier L. Gabiola

PRESIDING JUDGE of the SIXTH JUDICIAL DISTRICT
Court of ONEIDA County, Idaho

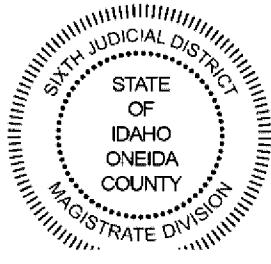
5/24/2021 11:48:43 AM

STATE OF IDAHO)
: ss
County of Oneida)

CERTIFICATE OF CLERK

I, Diane Skidmore, Clerk of the SIXTH JUDICIAL DISTRICT of the State of Idaho, in and for the County of ONEIDA, do hereby certify that Judge Javier L. Gabiola who signed the foregoing Certificate, was at the time of signing of the same, the Presiding and Judge of said county, duly elected and qualified, that said Court is a Court of record and that the signature of the now Presiding Judge, as it appears signed to said Certificate is his genuine signature.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 2nd day of June 2021.



Diane Skidmore

Clerk of the SIXTH JUDICIAL DISTRICT Court
of the State of Idaho in and for ONEIDA County

6/2/2021 07:39 AM

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

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

JUDGMENT IS ENTERED in favor of Plaintiff Ireland Bank (“Ireland Bank” or “Plaintiff”) and against Defendants Glayde Stemberidge and Lesa Stemberidge (“Stemberidge” 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. Attorney fees of \$28,189.50 and costs of \$477.23 (pursuant to Memorandum Decision and Order Granting Plaintiff’s Motion for Attorney Fees and Costs dated March 19, 2021 totaling \$28,666.73; 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 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 apply for 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

4/15/2021 10:01:39 AM

CLERK'S CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on April 16, 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

By: 
Deputy Clerk

4/16/2021 07:33 AM