

IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. THOMAS AND ST. JOHN

OFFICE OF THE VI MARSHAL
MAR 19 2024 PM 12:00

THE IRISH JESTER REVOCABLE TRUST)	
)	CASE NO. ST-2022-CV-00003
Plaintiff,)	
)	ACTION FOR DEBT AND
vs.)	FORECLOSURE
)	
DOMAIN LLC, ESTATE OF JOHN KENNETH)	
YOLMAN, DECEASED, JONAH YOLMAN AND)	
ALYCIA YOLMAN AS HEIRS AS AT LAW,)	
)	
Defendants.)	
)	

NOTICE OF MARSHAL'S SALE

In compliance with a Writ of Execution issued by the Clerk of the Court on February 20, 2024, for the Superior Court of the Virgin Islands, Division of St. Thomas and St. John, in the matter of Plaintiff, IRISH JESTER REVOCABLE TRUST versus Defendants, DOMAIN LLC, ESTATE OF JOHN KENNETH YOLMAN, DECEASED, JONAH YOLMAN AND ALYCIA YOLMAN AS HEIRS AT LAW, Civil No. ST-2022-CV-00003, in an action for debt and foreclosure of real property mortgage, the undersigned Marshal gives notice that certain plot, piece and parcel of real property situated in St. John, U.S. Virgin Islands, known and described as follows:

Parcels Nos. 2-C (20,340 square feet) and 2-D (20,215 square feet),
Access Easement "A" (15,270 square feet), and
Access Easement "B" (2,095 square feet), and
R.O.W. Parcel No. 2-1 (10,065 square feet)
Estate Saunders Gut
No. 7 Coral Bay Quarter, St. John, USVI
as shown on OLG No. D9-7666-T005, dated 09/26/05

and

Parcel Nos. 2-F (0.520 U.S. acre) and 2-G (0.646 U.S. acre), and
Remainder Parcel No. 2 (1.755 U. S. acres),
Estate Saunders Gut,
No. 7 Coral Bay Quarter, St. John, USVI,
as shown on OLG No. D9-8258-T009, dated 01/07/09

is being sold at **10:00am on Wednesday, May 8, 2024**, in the state and condition in which each is found at the knock of the hammer and stands for the account and risk of the purchaser in all aspects, subject to any unpaid real property thereon, and to the following additional terms of sale:

1. The Marshall shall have the right to reject any and all bids not in accordance with the terms of sale or that are not at least Five Hundred and 00/100 Dollars (\$500.00) more than a preceding bid. The successful bidder (the "purchaser") shall be required to deposit with the Office of the Virgin Islands Marshal cash equal to ten percent (10%) of the total bid on or before 5:00pm on the day of the sale, failing which the Marshal reserves the right to award the sale to the next highest bidder. Purchaser shall pay the remaining ninety percent (90%) of said purchase price within thirty (30) days inclusive of the date of sale or the deposit will be retained by the Marshal as liquidated damages and applied toward satisfaction of the Judgment for which the Property is being sold. THE IRISH JESTER REVOCABLE TRUST may bid a credit against the judgment and interest thereon, plus any costs and expenses, without tender of cash.

2. The Purchaser shall be responsible for the payment of stamp taxes, recording fees, outstanding property taxes, attorney's fees, and related charges associated with obtaining and recording a deed to the Property.

3. The proceeds of such sale shall be applied as follows: first towards the satisfaction of any expenses associated with the sale, and then toward satisfaction of the judgment in favor of THE IRISH JESTER REVOCABLE TRUST. Should there be additional remaining thereafter, the Court shall determine in a subsequent order how and to which party or parties such surplus shall be distributed.

4. All payments must be made by cash, certified check, bank check, or U.S. postal money order. Personal and uncertified checks will not be accepted.

5. The Marshal reserves the right to reject any and all bids not in accordance with the terms of the sale.

6. The Virgin Islands Marshal shall report the sale to the Court within ten (10) days of the date of sale.

7. The Marshal shall immediately issue a Certificate of Sale to the purchaser following the marshal sale. Following an order confirming the sale by the Superior Court of the Virgin Islands, the Marshal shall issue a Marshal's Deed to said Purchaser, or said Purchaser's assignee, upon the expiration of the Virgin Islands statutory redemption period of six (6) months. The Purchaser will be responsible for the payment of the necessary documentary stamps on the Deed and for the recording of the Deed.

DATED: March 20, 2024

LAWRENCE A. WALCOTT, JR.
Chief Marshal

for Franklin Leonard
By: Andrew R. Ayala
Assistant Marshal

Malorie Winne Diaz, Esq.
Gregory Adam Thorp, Esq.
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DIVISION OF ST. THOMAS AND ST. JOHN

THE IRISH JESTER REVOCABLE TRUST)	
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DOMAIN LLC, ESTATE OF JOHN KENNETH)	
YOLMAN, DECEASED, JONAH YOLMAN AND)	
ALYCIA YOLMAN AS HEIRS AS AT LAW,)	
)	
Defendants.)	

TERMS OF SALE

In accordance with a Writ of Execution issued by the Clerk of the Court on February 20, 2024, for the Superior Court of the Virgin Islands, Division of St. Thomas and St. John, in the matter of Plaintiff, THE IRISH JESTER REVOCABLE TRUST versus Defendants, DOMAIN LLC, ESTATE OF JOHN KENNETH YOLMAN, DECEASED, JONAH YOLMAN AND ALYCIA YOLMAN AS HEIRS AT LAW, Civil Case No. ST-2022-CV-00003, in an action for debt and foreclosure of real property mortgage, the undersigned Marshal will sell that certain plot, piece and parcel of real property situated in St. John, U.S. Virgin Islands, known and described as follows:

Parcels Nos. 2-C (20,340 square feet) and 2-D (20,215 square feet),
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is being sold at 10:00 a.m. on Wednesday, May 8, 2024, in the state and condition in which each is found at the knock of the hammer and stands for the account and risk of the purchaser in all respects, subject to any unpaid real property taxes thereon, and to the following additional terms of sale:

1. The Marshal shall have the right to reject any and all bids not in accordance with the terms of sale or that are not at least Five Hundred Dollars (\$500.00) more than a preceding bid. The successful bidder (the "Purchaser") shall be required to deposit with the Office of the Virgin Islands Marshal cash equal to ten percent (10%) of the total bid on or before 5:00 p.m. on the day of the sale, failing which the Marshal reserves the right to award the sale to the next highest bidder. Purchaser shall pay the remaining ninety percent (90%) of said purchase price within thirty (30) days inclusive of the date of sale or the deposit will be retained by the Marshal as liquidated damages and applied toward satisfaction of the Judgment for which the Property is being sold. THE IRISH JESTER REVOCABLE TRUST may bid a credit against its judgment and interest thereon, plus any costs and expenses, without tender of cash.

2. The Purchaser shall be responsible for the payment of stamp taxes, recording fees, outstanding property taxes, attorney's fees and related charges associated with obtaining and recording a deed to the Property.

3. The proceeds of such sale shall be applied as follows: first towards the satisfaction of any expenses associated with the sale, and then toward satisfaction of the judgment in favor of THE IRISH JESTER REVOCABLE TRUST. Should there be any additional amount remaining thereafter, the Court shall determine in a subsequent order how and to which party or parties such surplus shall be distributed.

4. All payments must be made by cash, certified check, bank check, or U.S. postal money order. Personal and uncertified checks will not be accepted.

5. The Marshal reserves the right to reject any and all bids not in accordance with the terms of sale.

6. The Virgin Marshal shall report the sale within ten (10) days of the date of sale.

7. The Marshal shall issue a Certificate of Sale to the purchaser following the sale.

After an order confirming the sale is entered by the Superior Court of the Virgin Islands, the Marshal shall issue a Marshal's Deed to the said Purchaser, or said Purchaser's assignee, upon the expiration of the Virgin Islands statutory redemption period of six (6) months. The Purchaser will be responsible for the payment of the necessary documentary stamps on the Deed and for the recording of the Deed.

DATED: March 29, 2024

LAWRENCE A. WALCOTT, JR.
Chief Marshal

By: Franklin Leonard
for Andrew R. Ayala
Assistant Marshal