

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL  
CIRCUIT  
IN AND FOR INDIAN RIVER COUNTY, FLORIDA  
CIVIL ACTION

THE BANK OF NEW YORK FOR THE BENEFIT OF  
THE CWABS,  
INC.,ASSET-BACKED CERTIFICATES, SERIES  
2007-1,

Plaintiff,

vs.

CASE NO. 2007-0932-CA-09  
DIVISION

ROSI NANIA; MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS,  
INCORPORATED, AS NOMINEE FOR  
AMERICA'S WHOLESALE LENDER  
TENANT #1 N/K/A JOHN GORDON

Defendant(s).

FINAL JUDGMENT OF FORECLOSURE  
(Pursuant to Administrative Order No. 07-06)

THIS ACTION was heard before the Court on Plaintiff's Motion for Summary Final Judgment on February 22, 2010. Based on the evidence presented and being otherwise fully informed in the premises, IT IS ADJUDGED that:

1. The Plaintiff's Motion for Summary Judgment is GRANTED. Service of process has been duly and regularly obtained over Defendants: ROSI NANIA; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED, AS NOMINEE FOR AMERICA'S WHOLESALE LENDER; TENANT #1 N/K/A JOHN GORDON.
2. There is due and owing to the Plaintiff the following:

FILE IN OPEN COURT  
Date 2-22-10  
By [Signature]

SPACE FOR RECORDING  
ONLY F.S. §695.26

PRINCIPAL DUE ON THE NOTE SECURED BY THE MORTGAGE FORECLOSURED:	\$223,852.73
INTEREST ON THE NOTE AND MORTGAGE FROM 03/01/2007 TO 02/22/2010	56,726.70
PRE-ACCELERATED LATE CHARGES THROUGH June 13, 2007	165.92
PROPERTY INSPECTIONS	1,190.25
TAXES	6,857.38
INSURANCE	11,296.13
BPO	285.00
TITLE SEARCH EXPENSES	0.00
TITLE EXAMINATION FEE	0.00
FILING FEE	265.00
INVESTIGATION/SERVICE OF PROCESS	532.60
RECORDING FEE	6.00
ATTORNEY'S FEE	1,200.00
<b>GRAND TOTAL</b>	<b>\$302,377.71</b>

3. The grand total amount referenced in paragraph 2 shall bear interest from this date forward at the prevailing legal rate of interest.

4. Plaintiff, whose address is 7105 Corporate Drive PTX-C-35, Plano, TX 75024, holds a lien for the grand total amount specified in paragraph 2 herein. The lien of the Plaintiff is superior in dignity to any right, title, interest, or claim of the Defendants and all persons, corporations, and other entities claiming by, though, or under the defendants or any of them and the property will be sold free and clear of all claims of the defendants, with the exception of any assessments that are superior pursuant to Florida Statutes. The plaintiff's lien encumbers the subject property located in INDIAN RIVER County, Florida and described as:

LOT 38, HIGH HAWK OF VERO BEACH, PHASE ONE, ACCORDING TO THE  
PLAT THEREOF, RECORDED IN PLAT BOOK 17, PAGE 36, OF THE PUBLIC  
RECORDS OF INDIAN RIVER COUNTY, FLORIDA.

Property Address: 454 HIGH HAWK CIRCLE, VERO BEACH, FL 32962

5. If the grand total amount with interest at the rate described in Paragraph 3 and all costs accrued subsequent to this Judgment are not paid, the Clerk of the Court shall sell the subject property at public sale on June 10, 2010, at 11:00AM, to the highest bidder for cash, except as prescribed in paragraph 6, at JURY ASSEMBLY ROOM, INDIAN RIVER COUNTY COURTHOUSE,

2000 16th AVENUE, VERO BEACH, FLORIDA 32960, INDIAN RIVER County, Florida after having first given notice as required by Section 45.031, Florida Statutes.

6. Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the Clerk if Plaintiff is not the purchaser of the property for sale. If Plaintiff is the purchaser, the Clerk shall credit Plaintiff's bid with the total sum with interest and costs accruing subsequent to this Judgment, or such part of it, as is necessary to pay the bid in full. The Clerk shall receive the service charge imposed in Section 45.031, Florida Statutes, for services in making, recording, and certifying the sale and title that shall be assessed as costs.

7. On filing of the Certificate of Sale, Defendant(s) right of redemption as proscribed by Florida Statutes, Section 45.0315 shall be terminated.

8. On filing of the Certificate of Title, the Clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of the Plaintiff's costs; second, documentary stamps affixed to the Certificate; third, Plaintiff's attorneys' fees; fourth, the total sum due to the Plaintiff, less the items paid, plus interest at the rate prescribed in paragraph 2 from this date to the date of the sale. During the sixty (60) days after the Clerk issues the certificate of disbursements, the Clerk shall hold the surplus pending further Order of this Court.

9. On filing of the Certificate of Title, Defendant(s) and all persons claiming under or against Defendant(s) since the filing of the Notice of Lis Pendens shall be foreclosed of all estate or claim in the property and the purchaser at the sale shall be let into possession of the property.

10. NOTICE PURSUANT TO AMENDMENT TO SECTION, 45.031, FLA. ST. (2006):

**IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THIS FINAL JUDGMENT.**

**IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN SIXTY (60) DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.**

**IF YOU ARE THE PROPERTY OWNER, YOU MAY CLAIM THESE FUNDS YOURSELF. YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CHECK WITH THE CLERK OF THE COURT, INDIAN RIVER COUNTY, 2000 16th Ave, Vero Beach, FL 32960, PHONE: 772-1, WITHIN TEN (10) DAYS AFTER THE SALE TO SEE IF THERE IS ADDITIONAL MONEY**

FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN THE REGISTRY OF THE COURT.

IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION. IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT Florida Immigrant Advocacy Center - Fort Pierce Office (772)489-4660, Florida Rural Legal Services - Fort Pierce Office (772)466-4766, TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST OTHER OPTIONS. IF YOU CHOOSE TO CONTACT Florida Immigrant Advocacy Center - Fort Pierce Office (772)489-4660, Florida Rural Legal Services - Fort Pierce Office (772)466-4766, FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

11. If Plaintiff is the purchaser, the bid may be assigned without further Order of this Court.

12. The Court retains jurisdiction of this action to enter further Orders that are proper including, without limitation, writs of possession and deficiency judgments.

13. The Court finds, based upon Section 702.065(2)(2006), Florida Statutes, the affidavits filed herein, inquiry of counsel for Plaintiff, and upon consideration of the legal services rendered, the complexity of the foreclosure action, the amount of time and labor reasonably expended by lawyers in the community in prosecuting routine mortgage foreclosure actions, Florida Default Law Group, P.L.'s flat fee agreement with its client and Florida law, that the fee sought by Florida Default Law Group, P.L., is reasonable and awards a fee of One thousand, Two hundred and 00/100 Dollars (\$1,200.00). For all legal services performed in this uncontested residential foreclosure, Florida Default Law Group, P.L. has agreed to charge, and this client has agreed to pay, a flat rate of One thousand, Two hundred and 00/100 Dollars (\$1,200.00). In the event the matter becomes contested, Florida Default Law Group, P.L. has agreed to charge, and its client has agreed to pay, an hourly fee up to \$175.00 per hour for services related to the contested issues. In no event does, Florida Default Law Group, P.L. seek to recover attorney's fees greater than the amount billed to and paid by its client.

14. If Plaintiff incurs additional expenses subsequent to the entry of this Final Judgment but prior to the sale date specified above, Plaintiff may, by written motion served on all parties, seek to amend this final judgment to include said additional expenses.

15. Any Homeowner Association assessments which are owed are subject to the Association's rights pursuant to Florida Statute 720.3085 (2008).

DONE AND ORDERED at INDIAN RIVER County, Florida, on this 22 day of July, 2010.



Circuit Judge

Copies furnished to all parties:  
Sabrina M. Moravecky, Esquire  
Florida Default Law Group, P.L.  
P.O. Box 25018  
Tampa, Florida 33622-5018  
All parties on the attached Service List

F07019544, Case No. 2007-0932-CA-09, COUNTRY-CONV B/C—

. . . .

**Service List**

ROSI NANIA  
2416 Polo Gardens Dr. #204  
Wellington, FL 33414

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED, AS NOMINEE FOR  
AMERICA'S WHOLESALE LENDER  
3300 SW 34th Ave., Suite 101  
Ocala, FL 34474

TENANT #1 N/K/A JOHN GORDON  
454 High Hawk Circle  
Vero Beach, FL 32962

THE NEW HIGH HAWK OF VERO PROPERTY OWNERS' ASSOCIATION, PHASE 1, INC.  
c/o FLORENCE SYNENKO, R.A.  
539 HIGH HAWK CIRCLE  
VERO BEACH, FL 32962