

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

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION,

Plaintiff,

CASE NO. 31-2012-CA-001470

v.

RACHELLE FORREST A/K/A RACHELLE
J. FORREST F/K/A RACHELLE TABISH, et
al.,

Defendant(s).

13 APR 22 PM 4:38
JEFFREY R. SMITH
CLERK OF CIRCUIT COURT
INDIAN RIVER COUNTY, FL
D.C.

SUMMARY FINAL JUDGMENT OF FORECLOSURE

(Form Approved by 19th Circuit Administrative Order 2011-01)

This action was heard before the court on Plaintiff's Motion for Summary Final Judgment on **April 12, 2013**. On the evidence presented, IT IS ADJUGED that: *(upon consent)*

1. **Motion Granted.** There is no dispute of material facts and Plaintiff's Motion for Summary Judgment is GRANTED.
2. **Amounts Due.** Plaintiff, JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, 4500 Cherry Creek Drive South, Suit 100, Glendale, CO 80246, is due:

Principal	\$73,132.68
Interest at 5.87500% from <u>09/01/11</u> to <u>10/31/12</u> (per AOI)	\$ 5,012.70
Interest per diem from <u>11/1/12</u> to <u>04/12/13</u>	\$ 1,918.51
Pre-acceleration Late Charges	\$ 101.16
Taxes - 2012	\$ 749.59
Hazard Insurance	\$ 2,446.00
MIP/PMI	\$ 530.16
Property Inspections	\$ 182.00
 Attorneys' fees, reasonable flat rate	 \$ 1,325.00
 Initial Title Search	 \$ 325.00
Filing fee	\$ 977.50
Service of process	\$ 275.00
GAP title search	\$ 75.00
 SUBTOTAL	 \$87,050.30
LESS: Escrow balance	(\$1,703.54)
TOTAL	\$85,346.76

3. **Interest.** The total amount in paragraph 2 shall bear interest from this date forward at the prevailing rate.

4. **Lien on Property.** Plaintiff holds a lien for the total sum superior to all claims or estates of defendant(s), on the following described property in Indian River County, Florida (*except that as described in paragraph 11 below*):

Lot 17, Block E, OSLO PARK Unit No. 4, according to the plat thereof recorded in Plat Book 4, Page 25, Public Records of Indian River County, Florida.

Property Address: 1545 17TH CT SW, VERO BEACH, FL 32962

5. **Sale of Property.** If the total sum with interest at the rate described in paragraph 2 and all costs accrued subsequent to this judgment are not paid, the clerk of this court shall sell the property at public sale on the 28th day of May, 2013 at 10 AM to the highest bidder for cash, except as prescribed in paragraph 6, electronically at www.indianriver.realforeclose.com in accordance with section 45.031, Florida Statutes.

The public sale shall not be postponed or canceled without a court order, and shall proceed regardless of whether plaintiff, a plaintiff's representative, or plaintiff's counsel is present. All orders postponing or canceling the sale must be filed with the clerk of court no later than 5:00 p.m. two business days before the sale date. Counsel for plaintiff must be certain that the clerk has the original proof of publication of the notice of sale on file no less than three business days before the sale date. Failure to file the original proof of publication of the notice of sale will not stop the sale, however the certificate of sale will not issue until the original proof of publication of notice of sale is filed. The failure of plaintiff's counsel to properly and timely publish the notice of sale may result in sanctions against the plaintiff, plaintiff's counsel individually, and the law firm representing the plaintiff. If the original proof of publication of the notice of sale is not filed with the clerk within ten calendar days after the sale, an order will be entered directing the plaintiff to show cause why the sale should not be vacated and the case dismissed with or without prejudice. The fact that an attorney has a high volume practice will not be a showing of good cause.

Any electronic sale by the clerk shall be in accordance with the written administrative policy for electronic sales published by the clerk at the official website for the clerk and posted in the public areas of the clerk's offices.

6. **Costs.** 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, provided, however, that the purchaser of the property for sale shall be responsible for the documentary stamps, payable on the certificate of title. 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.

7. **Distribution of Proceeds.** On the 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; and by retaining any remaining amount pending the further order of this court.

8. **Right of Redemption.** On filing the certificate of sale, 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, except as to claims or rights under Fla. Stat. Chapters 718 or 720, if any.

9. **Right of Possession.** Upon the filing of the certificate of title, the person named on the certificate of title shall be let into possession of the property, subject to the provisions of the "Protecting Tenant at Foreclosure Act of 2009".

10. **Jurisdiction Retained.** Jurisdiction of this action is retained to enter further orders that are proper including, without limitation, a deficiency judgment.

11. **Defendant, Property Appraiser of and for Indian River County, Florida.** Defendant, Property Appraiser of and for Indian River County, Florida, is hereby voluntarily dismissed as a party defendant to this action. The Tax Lien held by said Defendant, recorded at Book 2526, Page 2216 of the Public Records of Indian River County, is not found to be subordinate to the Mortgage which is the subject of this action, and this Final Judgment of Foreclosure shall have no effect upon said Tax Lien.

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 THE 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 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 THE CLERK OF CIRCUIT COURT Clerk of Court of Indian River County 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 Indian River Legal Aid AT (239)277-7060 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 ANOTHER OPTION. IF YOU CHOOSE TO CONTACT Indian River Legal Aid FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

DONE AND ORDERED at Indian River County, Florida, this 2nd day of April, 2013

HONORABLE PRESIDING JUDGE

Copies to all parties on attached service list.

DISTRIBUTION LIST

MCCALLA RAYMER, LLC
225 E. ROBINSON ST. SUITE 660
ORLANDO, FL 32801

Rachelle Forrest a/k/a Rachelle J. Forrest f/k/a Rachelle Tabish
1545 17th Ct SW
Vero Beach, FL 32962

Eric C. Barkett, Esq.
Counsel for Property Appraiser of and for Indian River County, Florida
2165 15th Avenue
Vero Beach, FL 32960
ebarkett@jbbverolaw.com

Garry Forrest a/k/a Garry Wayne Forrest
1545 17th Ct SW
Vero Beach, FL 32962

Unknown Tenant in Possession 1 n/k/a Austin Prudenti
1545 17th Ct SW
Vero Beach, FL 32962

Unknown Tenant in Possession 2 n/k/a Brittany Walker
1545 17th Ct SW
Vero Beach, FL 32962

Current Resident(s)
1545 17th Ct SW
Vero Beach, FL 32962

Addendum to Final Judgment

This addendum is a part of the final judgment to which it is attached. The rights and interests of the parties and anyone acquiring title to the mortgaged property at foreclosure sale are subject to and governed by the Helping Families Save Their Homes Act of 2009, 12 U.S.C. 5201. This means among other things that:

The party acquiring title through foreclosure sale takes subject to the interests of tenants as follows:

1. If the property is occupied by a bona fide tenant who has an unexpired written lease then the party acquiring title at the foreclosure sale shall honor all terms and conditions of the existing lease. The tenant must also honor all terms and conditions of the existing lease. However, if the party acquiring the property at foreclosure sale intends to occupy it as their primary residence then they may terminate the lease by giving the tenant a 90 day written notice before terminating the tenancy. Until the lease is terminated both parties must perform all terms and conditions of the existing lease.

2. If the property is occupied by a bona fide tenant without a lease or with a lease terminable at will under Florida law then the party acquiring title through foreclosure sale shall give the tenant a minimum 90 day written notice before terminating the tenancy. Until the tenancy is terminated both parties must perform all terms and conditions of the tenancy.

3. If the tenant is a participant in the Section 8 voucher program the new owner takes the property subject to the Section 8 lease and the Section 8 Housing Assistance Payments contract provided, however, if the new owner wants to live in the property then he shall give the tenant a minimum 90 day written notice before terminating the tenancy. Until the tenancy is terminated both parties must perform all terms and conditions of the tenancy.

A lease or tenancy is considered bona fide only if:

- a. The mortgagor or the child, spouse, or parent of the mortgagor under the contract is not the tenant;
- b. The lease or tenancy was the result of an arms length transaction; and
- c. The lease or tenancy requires the receipt of rent that is not substantially less than fair market rent for the property or the unit's rent is reduced or subsidized due to a Federal, State, or local subsidy.