

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

Case No. 31-2012-CA-000912

WELLS FARGO BANK, N.A.

Plaintiff,

vs.

VIRGINIA MARTINO, , PINETREE  
HOMEOWNERS ASSOCIATION, INC.,  
AND UNKNOWN  
TENANTS/OWNERS,  
Defendants.

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FILE IN OPEN COURT  
Date 8/9/13  
By JT JT

**FINAL JUDGMENT OF FORECLOSURE**

THIS ACTION was heard before the Courts Foreclosure Non-Jury trial on August 9, 2013 and after hearing testimony from Jessica Jones of Wells Fargo Bank and the Defendant on damages only (who was previously defaulted) and on the evidence presented:

IT IS ADJUDGED that:

1. **Final Judgment Granted.** Plaintiff is entitled to entry of Final Judgment of Foreclosure. The borrower has vacated the home and is not interested in loss mitigation.

2. **Amounts Due.** Plaintiff, WELLS FARGO BANK, NA, 3476 STATEVIEW BLVD., FORT MILL, SC 29715, is due:

Principal	\$78,790.35
Interest on the note and mortgage from 11/1/2010 to 7/1/2013	\$14,195.99
Title search expense	\$325.00
Title Update	\$150.00
Escrow Advance Taxes	\$522.82

## Attorneys' Fees

Finding as to reasonable number of hours:

Finding as to reasonable hourly rate:

Other \*: \$1,200.00

(\*The requested attorney's fee is a flat rate that the firm's client has agreed to pay in this matter. Given the amount of the fee requested and the labor expended, the Court finds that a lodestar analysis is not necessary and that the flat fee is reasonable.)

Attorneys' fees total: \$1,200.00

## Court Costs

Filing fee \$935.00

Service of Process \$165.00

Recording Fee \$6.00

## Additional Costs

Property Inspection \$120.00

**TOTAL \$96,411.16**

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

UNIT 202 E, PINETREE VILLAGE, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 535, PAGES 464- 539 OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA. TOGETHER WITH 1.520 PERCENT INTEREST IN THE COMMON ELEMENTS.

Property address: 1901 INDIAN RIVER BLVD E202, VERO BEACH, FL 32960

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 this property at public sale on **SEPTEMBER 25, 2013**, to the highest bidder for cash, except as prescribed in paragraph 6.; by electronic sale at Sales are held online at [www.indian-river.realforeclose.com](http://www.indian-river.realforeclose.com) beginning at 10:00 a.m. in accordance with section 45.031, Florida Statutes **The public sale shall not be postponed or cancelled 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 cancelling the sale must be filed with the clerk or 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 the 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 received the service charge imposed in Section 45.031, Florida Statutes.

7. **Distribution of Proceeds.** On filing the certificate of title, the clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of plaintiff's costs; second, documentary stamps affixed to the certificate; third, plaintiff's attorneys' fees; fourth, the total sum due to plaintiff, less the items paid, plus interest at the rate prescribed in paragraph 2 from this date to the date of sale; and by retaining any 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 chapter 718 or chapter 720, Florida Statutes, if any.

9. **Right of Possession.** Upon filing 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 "Protecting Tenant At Foreclosure Act of 2009."

10. **Jurisdiction retained.** Jurisdiction of this action is retained to enter further orders that proper including, without limitation, a deficiency judgment and a reforeclosure judgment/order to correct errors or omissions in the foreclosure action.

11. The purchaser of a condominium unit or of a home owner association property at the judicial sale scheduled herein shall be responsible for assessments and other charges in accordance with Florida Statutes §§718.116 and 720.3085, respectively.

12. The Court finds, based upon the affidavits presented and upon inquiry of counsel for the Plaintiff, that the fees charged to the Plaintiff by its attorneys are reasonable in light of the work performed, the complexity of the case, the expertise of the lawyers performing the work and the fees charged by other lawyers in the community handling similar cases. PLAINTIFF'S COUNSEL REPRESENTS THAT THE ATTORNEY FEE AWARDED DOES NOT EXCEED ITS CONTRACT FEE WITH THE PLAINTIFF. The Court finds that there are no reduction or enhancement factors for consideration by the Court pursuant to Florida Patient's Compensation Fund v. Rowe, 472 So.2d 1145 (Fla. 1985).

**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 WITH THE CLERK OF THE COURT, JEFFREY R. SMITH, 772-770-5185, 2000 16TH AVENUE, VERO BEACH, FL, 32961-1028, WITHIN 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 RURAL LEGAL SERVICES-FORT PIERCE-1-888-582-3410 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 RURAL LEGAL SERVICES, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

**DONE AND ORDERED** in Chambers at the Indian River County Courthouse, Indian River, Florida, this 9th day of August, 2013.

Cynthia L. Cox, Circuit Judge

Copies Furnished by U.S. Mail to:

Christopher C. Lindhardt Kass Shuler, P.A. @ [clindhardt@kasslaw.com](mailto:clindhardt@kasslaw.com)

~~VIRGINIA MARTINO 1901 INDIAN RIVER BLVD. E202 VERO BEACH, FL 32960~~

~~PINETREE HOMEOWNERS ASSOCIATION, INC. SIMMONS, WILLIAM G JR., R.A.~~

1901 INDIAN RIVER BLVD. A202 VERO BEACH, FL 32960

1471-5<sup>th</sup> Ct  
VB 32960