

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

CASE NO: 312012CA001178XXXXXX

WELLS FARGO BANK, NA

Plaintiff(s),

vs.

GREGORIO L. BROCHE A/K/A GREGORIO LEOPOLDO BROCHE A/K/A GREGORIO
BROCHE; KEYBANK NATIONAL ASSOCIATION; DISCOVER BANK; FORD MOTOR
CREDIT COMPANY LLC, A DELAWARE LIMITED LIABILITY COMPANY F/K/A FORD
MOTOR CREDIT COMPANY, A CORPORATION, and any unknown heirs, devisees, grantees,
creditors, and other unknown persons or unknown spouses claiming by, through and under any of
the above-named Defendants,

Defendant(s).

FINAL JUDGMENT OF FORECLOSURE

FINAL JUDGMENT OF FORECLOSURE
(Form Approved by 19th Circuit Administrative Order 2010-08)

*Note: This final judgment format may only be modified by adding language in sequentially
numbered paragraphs beginning with paragraph II. Attorneys may be sanctioned for submitting
a final judgment which improperly varies the approved format.*

This action was heard before the court on December 13, 2013 at Non-Jury Trial on the plaintiff's
Final Judgment on. On the evidence presented;

IT IS ADJUDGED that:

1. **Motion Granted.** There is no dispute of material facts and plaintiff's judgment is
granted.
2. **Amounts Due.** Plaintiff, **WELLS FARGO BANK, NA, 3476 Stateview Blvd.
MAC X7801-02T
Fort Mill, SC 29715**, is due:

FILED FOR RECORD
CLERK OF CIRCUIT COURT
INDIAN RIVER COUNTY
2013 DEC 16 PM 4:12
JEFFREY R. SMITH
CLERK OF CIRCUIT COURT
INDIAN RIVER COUNTY

Principal Balance	\$189,848.79
Court Costs Due	
Title Search	\$200.00
Clerk Filing Cost	\$925.00
Mandatory Clerk Costs, per summons issued	\$80.00
Service of Process – Unknown Spouse	\$40.00
Service of Process – Unknown Tenant	\$70.00
Service of Process – Known (Named) Defendant	\$330.00
Service of Process – Named Defendant (2 nd address)	\$45.00
Service of Process – Unknown Spouse (2 nd address)	\$40.00
Record Lis Pendens	\$17.00
Expert Affidavit Cost	\$17.00
Vendor's Express Mail Charge	\$55.25
ADVANCEMENTS	
Hazard Insurance	\$9,441.19
Taxes	\$1,072.75
Property Inspection Fees	\$190.00
SUBTOTAL	\$202,371.98
Attorneys' fees	\$0.00
Interest from August 1, 2011 to November 13, 2013	\$8,667.90
From November 14, 2013 to December 13, 2013	\$312.00
TOTAL	\$211,351.88

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

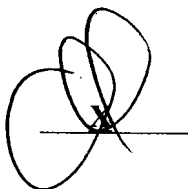
4. **Lien on Property.** Plaintiff holds a lien for the total sum superior to all claims or estates of defendant(s), on the following described property in **Indian River** County, Florida:

LOT 16, SUN CREST TERRACE, UNIT -1, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 8, PAGE 1, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.

Property address: **865 26th Avenue, 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 the property at public sale on April 16, 2014, to the highest bidder for cash, except as prescribed in paragraph 6.

_____ at **2000 16th Avenue, Vero Beach, FL 32960** beginning at _____



by electronic sale at 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 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 plaintiffs counsel to properly and timely publish the notice of sale may result in sanctions against the plaintiff, plaintiffs 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 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 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 chapter 718 or chapter 720, Florida Statutes, 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." ~~If any defendant remains in possession of the property, the clerk shall without further order of the court issue forthwith a writ of possession upon request of the person named on the certificate of title.~~

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

11. REFORMATION OF MORTGAGE:

Plaintiff holds a Mortgage, which is the subject of this foreclosure action. It was recorded in Official Records Book 1848, Page 2452, Public Records of Indian River County, Florida. It has been determined that the legal description set forth in the original Mortgage is incorrect and that the correct legal description is as follows, to-wit:

~~TERRACE~~
**LOT 16, SUN CREST ~~TERRACE~~, UNIT -1, ACCORDING TO THE PLAT
THEREOF, RECORDED IN PLAT BOOK 8, PAGE 1, PUBLIC RECORDS OF
INDIAN RIVER COUNTY, FLORIDA.**

The error in the legal description was a scrivener's error and was intended by the mortgagor and mortgagees to be the above-described legal description.

12. REESTABLISHMENT OF NOTE: The Plaintiff has requested that this Court enter an order reestablishing that particular Note which has been sued upon by the Plaintiff. In accordance with Section 673.3091, Florida Statutes as well as Chapter 71, Florida Statutes, the Plaintiff has provided evidence that the Note has been destroyed or lost and cannot be found nor is it in the custody or control of said Plaintiff. The Plaintiff has also asserted that it is unaware of the time of loss of destruction and that it has conducted a diligent search. After reviewing all of the evidence presented, the Court finds that the Note sued upon by the Plaintiff is lost and true copies thereof have been filed with this Court and shown by testimony/affidavit to be the property of the Plaintiff's. The Court hereby reestablishes the copies as originals with all the rights and privileges incident thereto and subject to all of the obligations and duties thereof. The Note is in default as alleged in the Complaint. Plaintiff is entitled to enforce the Note sued upon, and foreclose its interests, liens, and encumbrances under the Mortgage and have the proceeds of sale applied in payment of the sums due Plaintiff. All other matters contained on the Note and Mortgage remain unchanged.

~~TERRACE~~
**LOT 16, SUN CREST ~~TERRACE~~, UNIT -1, ACCORDING TO THE PLAT
THEREOF, RECORDED IN PLAT BOOK 8, PAGE 1, PUBLIC RECORDS OF
INDIAN RIVER COUNTY, FLORIDA.**

The error in the legal description was a scrivener's error and was intended by the mortgagor and mortgagees to be the above-described legal description.

[Any language which needs to be added to the final judgment shall be inserted at this point using paragraphs numbered sequentially beginning with paragraph 11]

**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, 2000 16TH AVENUE, VERO BEACH FLORIDA 32960 (TELEPHONE: 772-770-5185, CIRCUIT CIVIL DIVISION), 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 AT (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 AT (888) 582-3410, FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

ORDERED on

December 13, 2013

Circuit Judge

Copies furnished to:

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Orlando, Florida 32812
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dp98488@butlerandhosch.com
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Gregorio L. Broche A/K/A Gregorio Leopoldo Broche A/K/A Gregorio Broch e

~~2000 16th Ave, #232~~ 865 26th Ave.
~~Vero Beach, FL 32960~~ Vero Beach, FL 32960

KeyBank National Association
c/o: Any Officer
127 Public Square
Cleveland, OH 44114

Discover Bank
c/o: Any Officer
502 E. Market Street
Greenwood, DE 19950

Ford Motor Credit Company LLC, a Delaware Limited Liability Company... F/K/A Ford Motor
Credit Company, A Corporation
c/o: CT Corporation System (RA)
1200 South Pine Island Road
Plantation, FL 33324