

FOR CLERK'S USE ONLY

IN THE CIRCUIT COURT OF THE 19TH JUDICIAL CIRCUIT, IN AND FOR INDIAN RIVER COUNTY, FLORIDA CIVIL DIVISION CASE NO. 2013 CA 001493
312013CA001493
ALS XII, LLC

Plaintiff,

vs.

WILLIAM COPELAND MINNIS, JR; SARAH MINNIS A/K/A SARAH M. MINNIS A/K/A SARAH MAE MINNIS; U.S. BANK NATIONAL ASSOCIATION F/K/A FIRSTSTAR BANK N.A. AS TRUSTEE UNDER THE APPLICABLE AGREEMENT FOR NEW CENTURY HOME EQUITY LOAN TRUST,; PROPERTY ASSET MANAGEMENT, INC; MELROSE APARTMENTS OF GAINESVILLE TWO, LTD, SUCCESSOR BY MERGER TO MELROSE APARTMENTS OF GAINESVILLE, D/B/A MELROSE APARTMENTS, BY ITS AGENT, INTERGROUP PROPERTY MANAGEMENT, L.C.; LEHMAN BROTHERS HOLDINGS, INC.;

Defendants.

BY *[Signature]*
CLERK OF CIRCUIT COURT
INDIAN RIVER COUNTY, FLORIDA
14 SEP 26 PM 1:20
RECEIVED
CLERK OF CIRCUIT COURT
INDIAN RIVER COUNTY, FLORIDA

DEFAULT FINAL JUDGMENT OF FORECLOSURE
(Pursuant to Administrative Order 2011-01)

THIS ACTION was tried before the Court on September 19, 2014. On the evidence presented;

IT IS ADJUDGED that:

- 1. **Motion Granted.** There is no dispute of material facts and Plaintiff's Motion for Summary Final Judgment is granted.

Amounts Due. Plaintiff, ALS XII, LLC is due:

Principal due on the note secured by the mortgage foreclosed	\$	44,975.35
Interest on the note and mortgage at 11.99% from 6/1/2008 to 9/19/2014	\$	33,995.23
Title Search expenses	\$	390.00

Attorney's Fees

Attorney's Trial Fees

Finding as to reasonable number of hours: 7.50
Finding as to reasonable hourly rate: \$175.00

Attorneys' trial fee total \$ 1,312.50

Other*

(* the requested attorney's fee is a flat rate fee 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' foreclosure fee total \$ 2,250.00

Court Costs:

Filing fee \$ 1,071.00

Service of process	\$	915.25
TOTAL:	\$	<u>84,909.33</u>

2. **Interest.** The total amount in Paragraph 2 shall bear interest from this date forward at the prevailing rate.
3. **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 15, BLOCK 1, OF DOUGLAS SUBDIVISION F/K/A COLORED SCHOOL SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 52, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.

a/k/a 8466 63RD AVE, VERO BEACH, FLORIDA 32967-

4. **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 subject property at public sale on February 16, 2015, to the highest bidder for cash, except as prescribed in Paragraph 6, 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. 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 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 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 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 of 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 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. Jurisdiction of this action is retained to allow for a supplemental complaint to add omitted parties post-judgment.
- 12. If Plaintiff is the Purchaser at the sale, Plaintiff's bid is hereby assignable, and the Clerk of Court is hereby directed to issue a Certificate of Title to assignee named therein.

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 PURUSANT 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 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, 2000 16TH AVENUE, VERO BEACH, FLORIDA 32960 (TELEPHONE: 772 7705185), 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, 200 S. INDIAN RIVER DRIVE, SUITE 101, FT. PIERCE, FL 34948 PHONE: 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 THE INDIAN RIVER COUNTY BAR ASSOCIATION LEGAL AID SOCIETY, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

DONE AND ORDERED in Chambers at Vero Beach, INDIAN RIVER County, Florida, this 19th day of September, 2014.

 CIRCUIT JUDGE

Copies furnished to:

Kahane & Associates, P.A.
8201 Peters Road, Ste.3000
Plantation, FL 33324
Telephone: (954) 382-3486
Telefacsimile: (954) 382-5380
Designated service email: notice@kahaneandassociates.com

WILLIAM COPELAND MINNIS, JR
8466 63 AVENUE
VERO BEACH, FLORIDA 32967

SARAH YVONNE MINNIS
8466 63 AVENUE
VERO BEACH, FLORIDA 32967

SARAH MINNIS
8466 63 AVENUE
VERO BEACH, FLORIDA 32967

UNKNOWN SPOUSE OF SARAH MINNIS A/K/A SARAH M. MINNIS A/K/A SARAH MAE MINNIS
8466 63 AVENUE
VERO BEACH, FLORIDA 32967

UNKNOWN PERSON(S) IN POSSESSION OF THE SUBJECT PROPERTY
8466 63 AVENUE
VERO BEACH, FLORIDA 32967

U.S. BANK NATIONAL ASSOCIATION F/K/A FIRSTAR BANK N.A. AS TRUSTEE UNDER THE
APPLICABLE AGREEMENT FOR NEW CENTURY HOME EQUITY LOAN TRUST,
c/o OFFICER, OR ANY INDIVIDUAL AUTHORIZED TO ACCEPT SERVICE, as Registered Agent
425 Walnut Street
Cincinnati, OHIO 45202

PROPERTY ASSET MANAGEMENT, INC
c/o THE PRENTICE-HALL CORPORATION SYSTEM, INC., as Registered Agent
1201 HAYS STREET SUITE 105
TALLAHASSEE, FLORIDA 32301

MELROSE APARTMENTS OF GAINESVILLE TWO, LTD, SUCCESSOR BY MERGER TO MELROSE
APARTMENTS OF GAINESVILLE, D/B/A MELROSE APARTMENTS, BY ITS AGENT, INTERGROUP
PROPERTY MANAGEMENT, L.C.
c/o OFFICER, OR ANY INDIVIDUAL AUTHORIZED TO ACCEPT SERVICE, as Registered Agent
1 INDEPENDENT DRIVE, 13TH FLOOR
JACKSONVILLE, FL 32202

LEHMAN BROTHERS HOLDINGS, INC.
c/o THE PRENTICE HALL CORPORATION SYSTEM, as Registered Agent
1201 HAYS STREET, SUITE 105
TALLAHASSEE, FLORIDA 32301