

Filing # 22645926 E-Filed 01/16/2015 12:25:45 PM

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

HSBC BANK USA, N.A., AS TRUSTEE ON CASE NO.: 31-2011-CA-000385
BEHALF OF ACE SECURITIES CORP.
HOME EQUITY LOAN TRUST AND FOR
THE REGISTERED HOLDERS OF ACE
SECURITIES CORP. HOME EQUITY LOAN
TRUST, SERIES 2006-SD3, ASSET
BACKED PASS-THROUGH
CERTIFICATES,

Plaintiff,

VS.

ARTHUR T GRAVATT; LILLIAN B
GRAVATT; UNKNOWN TENANT(S); ANY
AND ALL UNKNOWN PARTIES
CLAIMING BY, THROUGH, UNDER AND
AGAINST THE HEREIN NAMED
INDIVIDUAL DEFENDANT(S) WHO ARE
NOT KNOWN TO BE DEAD OR ALIVE,
WHETHER SAID UNKNOWN PARTIES
MAY CLAIM AN INTEREST AS SPOUSES,
HEIRS, DEVISEES, GRANTEEES, OR
OTHER CLAIMANTS,

Defendant(s).

CONSENT FINAL JUDGMENT IN REM

THIS ACTION was heard before the Court at Non-Jury Trial on **January 16, 2015**. On
the evidence presented,

IT IS ADJUDGED THAT:

1. Plaintiff, HSBC BANK USA, N.A., AS TRUSTEE ON BEHALF OF ACE
SECURITIES CORP. HOME EQUITY LOAN TRUST AND FOR THE REGISTERED

HOLDERS OF ACE SECURITIES CORP. HOME EQUITY LOAN TRUST, SERIES
2006-SD3, ASSET BACKED PASS-THROUGH CERTIFICATES is due:

Principal	\$476,592.78
Interest from 07/01/2010 through 01/16/2015	\$111,905.94
Escrow Advance	\$48,217.13
Taxes	\$24,049.16
Insurance Premiums	\$42,690.98
Attorney's fees	\$935.00
Finding as to reasonable number of hours (10 hours)	
Finding as to reasonable hourly rate (\$175/hour)	\$1,750.00
Attorney's fees total	\$2,685.00
Court costs	\$0.00
Property Inspections	\$243.75
Property Valuation – BPO	\$1,757.00
Subtotal:	\$641,401.60
LESS: Escrow Payments	(\$18,523.01)
LESS: Unearned insurance premiums	\$0.00
LESS: Other	\$0.00
TOTAL	\$622,878.59

2. **Interest.** The total amount in paragraph 2 shall bear interest from this date forward at the prevailing rate.
3. **Lien of 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 and described as:

**THE SOUTH 66.12 FEET OF THE FOLLOWING;
TRACT "C", THE OCEAN CORPORATION SUBDIVISION, ACCORDING TO
THE PLAT THEREOF, RECORDED IN THE**

OFFICE OF THE CLERK OF THE CIRCUIT COURT OF INDIAN RIVER COUNTY, FLORIDA IN PLAT BOOK 3, PAGE 9, SAID LAND LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA.

AND

THAT PART OF ABANDONED RIGHT OF WAY OF AVENUE "K" (NKA CLUB DRIVE) AS PER ORDINANCE NO. 91-11 AS RECORDED IN O.R. BOOK 895, PAGE 2183, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.

A PARCEL OF LAND IN SECTION 8, TOWNSHIP 33 SOUTH, RANGE 40 EAST, INDIAN RIVER COUNTY, FLORIDA BEING A PORTION OF AVENUE "K" (NOW KNOWN AS CLUB DRIVE), AS SHOWN ON THE PLAT OF "THE OCEAN CORPORATION

SUBDIVISION", AS RECORDED IN THE PLAT BOOK 3, AT PAGE 9, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA SAID PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF "TRACT C", OF SAID PLAT; THENCE WESTERLY ALONG A WESTERLY PROLONGATION OF THE SOUTH LINE OF SAID "TRACT C", A DISTANCE OF 15.00 FEET, TO A LINE LYING 15.00 FEET WEST OF A PARALLEL TO THE WEST LINE OF "TRACT C"; THENCE NORTHERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 260.00 FEET, TO A WESTERLY PROLONGATION OF THE NORTH LINE OF SAID "TRACT C"; THENCE EASTERLY ALONG SAID WESTERLY PROLONGATION, A DISTANCE OF 15.00 FEET, TO THE NORTHWEST CORNER OF SAID "TRACT C"; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID "TRACT C", A DISTANCE OF 260.00 FEET TO THE POINT OF THE BEGINNING.

Property Address: 801 COQUINA LANE, VERO BEACH, FL 32963

4. **Sale of Property.** If the total sum with interest at the rate described in Paragraph 1 and all costs accrued subsequent to the Judgment are not paid, the Clerk of this Court shall sell the property at public sale on the 2 day of march, 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. on the prescribed date.

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.

5. ~~If applicable, Plaintiff, its successors or assigns, is entitled to safe harbor under F.S. 720 or 718, respectively, and as such is only responsible to pay 1% of the subject mortgage or one (1) year of regular periodic assessments, at the time Certificate of Title is issued vesting title to Plaintiff, its successors or assigns. Plaintiff, including its successors and~~

assigns, is not responsible for interest, late fees, collection costs or attorney's fees incurred prior to the issuance of the certificate of title.

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 attorney's fees; fourth, the total sum due to plaintiff, less the item 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 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".

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

11. Jurisdiction of this action is retained to enter further orders that are proper including, without limitation, orders relating to supplemental proceedings to address any omitted parties who may possess an interest in the property. Jurisdiction of this action is further retained to allow Plaintiff to file post-judgment motions seeking a determination on the amounts of assessments due to any Associations under §718.116 and §720.3085, Fla. Stat.

12. The Plaintiff may assign the Judgment and credit bid by the filing of an assignment prior to the issuance of the Certificate of Title without further order of the Court.

13. The lost note is re-established in accordance with Fla. Stat. § 673.3091. Plaintiff agrees to indemnify and hold harmless Defendants against any future attempt by a 3rd party to enforce the Note.

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 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 FOR YOUR 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.

Indian River County Clerk of Court
2000 16 th Avenue, Civil Dept., Room 136

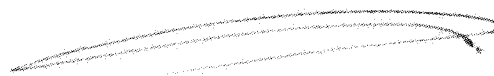
1221-9825B
31-2011-CA-000385

Vero Beach, FL 32960
 (772) 770-5176
www.clerk.indian-river.org

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 THE LOCAL LEGAL SERVICES LISTED BELOW 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 ONE OF THE SERVICES LISTED BELOW, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

Indian River County
Florida Immigrant Advocacy Center Fort Pierce, FL (772) 489-4660 www.fiacfla.org
Florida Institutional Legal Services, Inc. Gainesville, FL (352) 375-2494 fls@bellsouth.net
Florida Justice Institute Miami, FL (305) 358-2081
Florida Rural Legal Services Fort Pierce, FL (772) 466-4766 www.frls.org

DONE AND ORDERED in Vero Beach, Indian River County, Florida, this 16 day
 of JAN, 2016



Circuit Court Judge

Copies Furnished to:

ALDRIDGE | CONNORS, LLP

Attorney for Plaintiff

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Delray Beach, FL 33445

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[FAX: Aldridge Connors @1-561-392-6965]

Unknown Tenant(s)

801 Coquina Lane

Vero Beach, FL 32963

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c/o Andres Montejo, Esq

6157 NW 167th St Ste. F21

Hialeah, FL 33015

Lillian B Gravatt

c/o Aaron Behar, Esq

7551 Wiles Road, Suite 106

Coral Springs, FL 33067