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

U.S. BANK NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS
TRUSTEE OF OWS REMIC TRUST 2013-1 WITHOUT RECOURSE

Plaintiff(s),

v.

CASE NO. 31 2015 CA 000039

VANFLEET, HEATH, et, al.,
Defendant(s).

FINAL JUDGMENT OF FORECLOSURE

This action was heard before the court pursuant to the Non-Jury Trial held on OCTOBER 28, 2015 and on the evidence presented and testimony of Luke Cornick of Seneca Mortgage Servicing and being otherwise duly advised in the premises,

IT IS ORDERED AND ADJUDGED that:

1. **Final Judgment.** The Plaintiff is entitled to entry of the Final Judgment.

2. **Amounts Due.** Plaintiff, **U.S. BANK NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE OF OWS REMIC TRUST 2013-1 WITHOUT RECOURSE, 3374 WALDEN AVENUE, DEPEW, NY 14043**, is due:

Principal	\$163,739.50
Interest on the note and mortgage from 07/01/2013 To 10/28/2015	\$22,851.81
Per diem interest at \$26.92	
Late Charges	\$794.17
Title search expense	\$200.00
Escrow Advance	\$6,766.23
Property Inspections	\$333.00
BPO	\$180.00
Attorneys' fees	
Flat fee for services related to the Non-Jury Trial:\$1,750.0	
Other* \$3,450.00	

Attorneys' fees total \$5,200.00

(*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.)

Court costs	
Filing fee	\$1,005.50
Service of Process	\$900.00
Publication for HEATH L. VANFLEET AKA HEATH LEE VANFLEET and NATALIE A. LOPEZ AKA NATALIE ANN LOPEZ	\$473.20
TOTAL	\$202,443.41

3. **Interest.** The total amount in paragraph 2 shall bear interest from this date forward at the prevailing statutory rate of interest 4.75%.

4. **Lien on Property.** Plaintiff holds a lien for the total sum superior to all claims or estates of defendant(s), (with the exception of any assessments that are superior pursuant to Section 718.116, or 720.3085, Florida Statutes) on the following described property in Indian River County, Florida:

LOT 2, BLOCK H OF POINTE WEST CENTRAL VILLAGE, PHASE V PD, ACCORDING TO THE PLAT THEREOF AS RECORDED PLAT BOOK 21, PAGE 48 THROUGH 51, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA

Property address: 1564 Par Court #H-2, Vero Beach, FL 32966

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 **DECEMBER 18, 2015** to the highest bidder for cash, except as prescribed in paragraph 6, by electronic sale at Indian River 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 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.** 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. If any defendant or tenant remains in possession of the property, an Order Granting the Motion For Writ of Possession shall be entered without further notice or hearing, subject to the purchaser's compliance with Section 83.561, Florida Statutes.

10. **Jurisdiction Retained.** Jurisdiction of this action is retained to enter further orders that are proper including, without limitation, a deficiency judgment, writs of possession and such supplemental relief or judgments as may be appropriate.

11. Final Judgment is entered on Defendant(s): HEATH L. VANFLEET AKA HEATH LEE VANFLEET, NATALIE A. LOPEZ AKA NATALIE ANN LOPEZ, POINTE WEST CENTRAL VILLAGE TOWNHOUSE ASSOCIATION, INC., UNKNOWN TENANT #1 N/K/A KERRY WILLIAMS, UNKNOWN TENANT#2 N/K/A GINA WILLIAMS, and POINTE WEST MASTER PROPERTY OWNERS ASSOCIATION, INC.

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, J. R. SMITH, 2000 16TH AVENUE, CIVIL DEPT. ROOM 136, VERO BEACH, FL 32960 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 SOUTH INDIAN RIVER DRIVE, SUITE 101 (34950) P.O. BOX 4333, FT. PIERCE, FL 34948 TELEPHONE 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, 200 SOUTH INDIAN RIVER DRIVE, SUITE 101 (34950) P.O. BOX 4333, FT. PIERCE, FL 34948 TELEPHONE 888-582-3410 FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

DONE AND ORDERED on November 4, 2015 nunc pro tunc October 28, 2015 at Vero Beach, Florida.

/s/ Cynthia L. Cox

Circuit Judge

Copies Furnished by U.S. Mail to:
GREENSPOON MARDER, P.A
100 WEST CYPRESS CREEK ROAD, SUITE 700
FORT LAUDERDALE, FLORIDA 33309
Email:gmforeclosure@gmlaw.com

HEATH L. VANFLEET AKA HEATH LEE VANFLEET
1564 PAR CT H-2
VERO BEACH, FL 32966

HEATH L. VANFLEET AKA HEATH LEE VANFLEET
511 SE 5TH AVENUE APT. 516
FORT LAUDERDALE, FL 33301

HEATH L. VANFLEET AKA HEATH LEE VANFLEET
207 SOUTH STREET
LIVINGSTON, AL 35470

NATALIE A. LOPEZ AKA NATALIE ANN LOPEZ
1564 PAR CT H-2
VERO BEACH, FL 32966

NATALIE A. LOPEZ AKA NATALIE ANN LOPEZ
511 SE 5TH AVENUE APT. 516
FORT LAUDERDALE, FL 33301

NATALIE A. LOPEZ AKA NATALIE ANN LOPEZ
207 SOUTH STREET
LIVINGSTON, AL 35470

UNKNOWN TENANT #1 N/K/A KERRY WILLIAMS
1564 PAR CT H-2
VERO BEACH, FL 32966

UNKNOWN TENANT#2 N/K/A GINA WILLIAMS
1564 PAR CT H-2
VERO BEACH, FL 32966

BRENNAN GROGAN, ESQ.
ATTORNEY FOR POINTE WEST CENTRAL VILLAGE TOWNHOUSE ASSOCIATION, INC.
3300 PGA BLVD, STE 430
PALM BEACH GARDENS, FL 33410
Email: bgrogan@jsllawgroup.com

BRENNAN GROGAN, ESQ.
ATTORNEY FOR POINTE WEST MASTER PROPERTY OWNERS ASSOCIATION, INC.
3300 PGA BLVD, STE 430
PALM BEACH GARDENS, FL 33410
Email: bgrogan@jsllawgroup.com