

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

Case No.: 2016 CA 000923

Division:

USAA FEDERAL SAVINGS BANK

Plaintiff,

vs.

PATRICK JAMES MAHON, KEITH  
THOMAS MAHON, KEITH  
PATRICK MAHON, UNKNOWN  
SPOUSE OF PATRICK JAMES  
MAHON, UNKNOWN SPOUSE OF  
KEITH THOMAS MAHON,  
UNKNOWN SPOUSE OF KEITH  
PATRICK MAHON, THE  
INDEPENDENT SAVINGS PLAN  
COMPANY D/B/A ISPC,  
UNKNOWN TENANTS/OWNERS 1,  
UNKNOWN TENANTS/OWNERS 2 ,  
AND UNKNOWN  
TENANTS/OWNERS 3,

Defendants.

**FINAL JUDGMENT OF FORECLOSURE**

(Form Approved by 19<sup>th</sup> Circuit Administrative Order 2015-7)

**THIS CAUSE** came before the Court on Plaintiff's Motion for Summary Judgment on June 30, 2017. Upon the pleadings, motions and affidavits filed herein, it is hereby

**ORDERED AND ADJUDGED** that:

1. **Final Judgment.** Final judgment is entered for Plaintiff, USAA FEDERAL SAVINGS BANK, against Defendant(s): UNKNOWN TENANTS/OWNERS 1 N/K/A KAELE KIRTS, PATRICK JAMES MAHON; KEITH PATRICK MAHON; KEITH THOMAS MAHON; THE INDEPENDENT SAVINGS PLAN COMPANY D/B/A ISPC.

FINAL JUDGMENT OF FORECLOSURE

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2. **Value of Claim.** At the initiation of this action, in accordance with section 28.241(1)(a)2.b., Florida Statutes, plaintiff estimated the amount in controversy of the claim to be **\$122,906.68**. In accordance with section 28.241(1)(a)2.c., Florida Statutes, the Court identifies the actual value of the claim to be **\$153,292.53**, as set forth below. For any difference between the estimated amount in controversy and the actual value of the claim that requires the filing fee to be adjusted, the Clerk shall adjust the filing fee. In determining whether the filing fee needs to be adjusted, the graduated filing fee scale in section 28.241(1)(a)2.d., Florida Statutes, controls. If an excess filing fee was paid, the Clerk shall provide a refund of the excess fee. If an additional filing fee is owed, the plaintiff shall pay the additional fee at least five business days prior to the judicial sale. If any additional filing fee owed is not paid prior to the judicial sale, the Clerk shall cancel the judicial sale without further order of the Court.

3. **Amounts Due.** Plaintiff, USAA FEDERAL SAVINGS BANK,, is due:

|  |              |
|--|--------------|
| Principal  | \$122,906.68 |
| Interest on the note and mortgage from 11/05/2013 to 5/3/2017  | \$2,106.58   |
| Per diem interest at \$7.74 from 5/4/2017 to 6/30/2017   | \$441.18     |
| Title search expense   | \$325.00     |
| Taxes  | \$4,203.95   |
| Insurance premiums   | \$17,592.74  |
| Attorneys' Fees  |              |
| Finding as to reasonable number of hours 20  |              |
| Finding as to reasonable hourly rate \$140.00  |              |
| Other  |              |
| (*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:   | \$2,800.00   |
| Court Costs  |              |
| Filing fee   | \$1,016.50   |
| Service of Process   | \$941.30     |

|                                   |                     |
|-----------------------------------|---------------------|
| Publication for                   | \$0.00              |
| Additional Costs                  |                     |
| Prior Attorney's Fees             | \$911.00            |
| Title Search update               | \$75.00             |
| Issuance of Summons               | \$30.00             |
| Recording Fee                     | \$20.00             |
| <b>SUBTOTAL</b>                   | <b>\$153,369.93</b> |
| LESS: Escrow balance              | -                   |
| LESS: Unearned insurance premiums | -                   |
| LESS: Other                       | -                   |
| <b>TOTAL</b>                      | <b>\$153,369.93</b> |

4. **Interest.** The total amount referenced in paragraph 2 shall bear interest from this date forward at the prevailing statutory legal rate of interest, which is presently 5.05% per year.

5. **Lien on Property:** Plaintiff, whose address is 10750 McDermott Freeway, San Antonio, TX 78288-9876, holds a lien for the total sum stated in paragraph 2 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(S) 6, OF HOLLY ACRES AS RECORDED IN PLAT BOOK 4, PAGE 47, ET SEQ., OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.

Property address: 1502 34TH AVE VERO BEACH, FL 32960.

6. **Sale of Property.** If the total sum with interest at the rate described in paragraph 3, and all costs accrued subsequent to this judgment are not paid, the Clerk of this Court shall sell the property at public sale on August 4, 2017, at 10:00 A.M. EST to the highest bidder for cash, except as prescribed in paragraph 6, in accordance with section 45.031, Florida Statutes. Sales are held online at [www.indian-river.realestateclose.com](http://www.indian-river.realestateclose.com).

**The public sale shall not be postponed or cancelled without a Court order. All orders postponing or cancelling the sale must be filed with the Clerk or Court no later than 5:00 p.m. five (5) business days before the sale date. Counsel for Plaintiff must be certain that all sale and clerk fees are paid and that the original proof of publication is filed no less than five (5) business days before the sale date. Failure to timely file the original proof of publication of the notice of sale and pay the sale and clerk fees will stop the sale. Additionally, the failure of Plaintiff's counsel to pay the sale fee 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.

7. **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, Plaintiff shall file an affidavit within five (5) business days and the clerk shall credit Plaintiff's bid with the total sum with post-judgment 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.

8. **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.

9. **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.

10. **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. 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 of hearing, subject to the purchaser's compliance with Section 83.561, Florida Statutes.

11. **Jurisdiction retained.** The Court retains jurisdiction of this action to enter further orders that are proper, including without limitation, orders authorizing writs of possession; an award of additional attorney's fees; to enter a deficiency judgment against those parties who may be personally liable and not discharged in bankruptcy, except as may otherwise be provided in this judgment; to enter a reforeclosure judgment/order to correct errors or omissions in this foreclosure action or such other supplemental relief as appropriate; or to determine the amounts due any association under §718.116 or §720.3085.

12. The Court also reserves jurisdiction so that in the event additional sums are expended by Plaintiff to protect its interest in the property after entry of this judgment including, but not limited to, real estate taxes, hazard insurance, property preservation, or other necessary costs, Plaintiff may file an affidavit setting forth such expenditures and the Court may enter an order awarding Plaintiff the amount expended and add it to the grand total amount due under this final judgment, or if the property has been redeemed by payment of the judgment the Court can enter a new foreclosure judgment for the amount expended.

**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, FL 34950, (TELEPHONE: 772-770-5185), 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-Fort Pierce-1-888-582-3410, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.**

**13. Declaratory Judgment.** Judgment is hereby granted in favor of Plaintiff against Defendant, THE INDEPENDENT SAVING PLAN COMPANY D/B/A ISPC, on Plaintiff's request for declaratory relief in the complaint. Plaintiff's mortgage is hereby declared to be superior to the Financing Statement recorded at O.R. Book 2139, Page 2179, and Amended Financing Statement recorded at O.R. Book 2552, Page 2462, of the Public Records of Indian River County, Florida. Upon the issuance of the Certificate of Sale by the Clerk the aforementioned Financing Statement and Amended Financing Statement shall be deemed to be forever foreclosed by this action.

**14. No Deficiency.** Plaintiff acknowledges that Defendants, PATRICK JAMES MAHON, KEITH PATRICK MAHON, and KEITH THOMAS MAHON and their respective spouses, if any, were not signatories to the note in this case and that said Defendants have no personal liability thereunder and/or that there is no right to seek deficiency against said Defendants. Defendants have been named as parties to this action for the purpose of foreclosing out any title interest they may have in the property by virtue of being heirs of Borrower(s).

**DONE AND ORDERED in Indian River County, Florida, on**

June 30, 2017.

  
CIRCUIT JUDGE

Conformed Copy furnished to:

Jennifer M. Scott  
Kass Shuler, P.A.  
1505 N. Florida Ave.  
Tampa, FL 33602-2613  
Attorney for Plaintiff

KEITH THOMAS MAHON  
80 SW BLACKBURN TER, APT 7  
STUART, FL 34997-6323

PATRICK JAMES MAHON  
7908 HOLOPAW AVE  
FORT PIERCE, FL 34951-1793

THE INDEPENDENT SAVINGS PLAN  
COMPANY D/B/A ISPC

UNKNOWN TENANTS/OWNERS 1 N/K/A  
KAELIE KIRTS

MICHAEL D. GINSBERG, ESQ., R.A.

1502 34<sup>TH</sup> AVE

C/O MICHAEL D GINSBERG, ESQ, R.A. OR VERO BEACH, FL 32960

ANYONE AUTHORIZED TO ACCEPT  
SERVICE

1115 GUNN HWY SUITE 100  
ODESSA, FL 33556

KEITH PATRICK MAHON  
531 AVONDALE RD  
PALM BAY, FL 32907 1636

