

Filing # 63471887 E-Filed 10/30/2017 11:12:58 AM

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

CASE No. 2015 CA 000524

312015CA000524XXXXXX

NEW PENN FINANCIAL, LLC D/B/A SHELLPOINT  
MORTGAGE SERVICING,

Plaintiff,

VS.

FOR CLERK'S USE ONLY

UNKNOWN SPOUSE OF MARGARET M. BRAUE; THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS SUCCESSOR TRUSTEE TO JPMORGAN CHASE BANK, N.A., AS TRUSTEE ON BEHALF OF THE CERTIFICATEHOLDERS OF THE CWHEQ INC., CWHEQ REVOLVING HOME EQUITY LOAN TRUST, SERIES 2006-A; DISCOVER BANK; UNKNOWN TENANT #1 N/K/A DAVID SWEAT; UNKNOWN TENANT #2; UNKNOWN HEIRS, BENEFICIARIES, DEVISEES, ASSIGNEES, LIENORS, CREDITORS, TRUSTEES AND ALL OTHERS WHO MAY CLAIM AN INTEREST IN THE ESTATE OF MARGARET M. BRAUE A/K/A MARGARET BRAUE; INDIAN RIVER COUNTY, FLORIDA; UNITED STATES OF AMERICA, DEPARTMENT OF THE TREASURY, INTERNAL REVENUE SERVICE; ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, UNDER AND AGAINST THE NAMED INDIVIDUAL DEFENDANT(S) WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER CLAIMANTS.

DEFENDANT(S).

**FINAL JUDGMENT OF FORECLOSURE**

This action was heard before the Court on October 30, 2017 and on evidence presented and being otherwise duly advised in the premises,

IT IS ORDERED AND ADJUDGED that:

1. Motion Granted. There is no dispute of material facts and Plaintiff, New Penn Financial, LLC d/b/a ShellPoint Mortgage Servicing's, Motion for Summary Judgment is granted against The Bank of New York Mellon FKA The Bank of New York, As Successor Trustee to JPMorgan Chase Bank, N.A., as Trustee on Behalf of the Certificateholders of the CWHEQ Inc., CWHEQ

Revolving Home Equity Loan Trust, Series 2006-A, Discover Bank, Unknown Tenant #1 N/K/A David Sweat, Unknown Heirs, Beneficiaries, Devisees, Assignees, Lienors, Creditors, Trustees And All Others Who May Claim An Interest In The Estate Of Margaret M. Braue A/K/A Margaret Braue, Indian River County, Florida, United States of America, Department of the Treasury, Internal Revenue Service, Defendant(s).

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 \$140,704.97. In accordance with section 28.241(1)(a)2.c., Florida Statutes, the Court identifies the actual value of the claim to be \$184,286.72, 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, New Penn Financial, LLC d/b/a ShellPoint Mortgage Servicing, c/o New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing, 55 Beattie Place, Ste 110, Greenville, SC 29601, is due:

Principal balance:	\$140,704.97
Interest	
From August 1, 2014 to July 27, 2017	\$24,173.66
Interest	
From July 28, 2017 to October 30, 2017	\$2,106.15

## Attorney's Fees

*Attorney's Total Non Contested Flat Rate Fee*

*(The requested attorney's fee is a flat rate fee that the firm's client has agreed to pay in this matter for non-contested portion of the case. Given the amount of fee requested and the labor expended, the court finds that a lodestar analysis is not necessary for this flat fee and that a flat fee is reasonable for the non contested portion of the file.)*

## Attorney's Contested Fees:

Finding as to reasonable number of hours: 0.50	
Finding as to reasonable hourly rate: \$175.00	
per hour	\$1,537.50
Court Cost	
Filing Fee	\$30.00
Service of Process	\$220.00
Additional Cost	
Property Inspection(s)	\$65.00
Additional Cost: Escrow advances	\$15,774.78
Additional Cost: Property Preservation	\$3,610.00
Pre-acceleration late charges	\$1,845.21
Additional Cost: Escrow Credit	\$-5,794.65
Additional Cost: Statutory Mail	\$14.10
Subtotal	\$184,286.72
<b>TOTAL</b>	<b>\$184,286.72</b>

4. **Interest.** - The total amount referenced in Paragraph 3 shall bear interest from this date forward at the prevailing statutory rate of interest.

5. **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:

Lots 1 and 2, Block "E", PINETREE PARK, UNIT #3, according to the plat thereof, as recorded in Plat Book 3, Page 50, of the Public Records of Indian River County, Florida  
Property Address: 6515 5th Street, Vero Beach, FL 32968

6. **Sale of Property.** If the total sum with interest at the rate described in Paragraph 3 and all costs accrue subsequent to this Judgment are not paid, the Clerk of the Court shall sell the property at public sale on December 14, 2017 to the highest bidder for cash, except as prescribed in paragraph 7, by electronic sale at [www.indian-river.realforeclose.com](http://www.indian-river.realforeclose.com), beginning at 10:00 AM in accordance with section 45.031, Florida Statutes. The public sale shall not be postponed or canceled without a court order. All orders postponing or canceling the sale must be filed with the clerk of court no later than 5:00 p.m. five (5) business days before the sale date. Counsel for Plaintiff must be certain that all sales 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 and 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 office.
7. **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, Plaintiff shall file an affidavit within 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 the 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 3 from this date to the date of the sale; and by retaining any remaining 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 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 Statute.
11. **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.
12. **Jurisdiction of this action is retained to enter further Orders that are proper including, without limitation, a supplemental complaint to add an omitted party or lien(s) or remedy other defects post-judgment, or Order to determine the amount of the assessment owed to any condominium or homeowners association, and entry of writs of possession.**
13. **The clerk shall further credit Plaintiff's bid with any reasonable advances made by the Plaintiff subsequent to this judgment, or such part of it, as is necessary to pay the bid in full.**
14. **If the United States of America is a defendant, it shall have the right of redemption pursuant to 28 U.S.C. Section 2410 (c), from the date of the foreclosure sale.**
15. **The Court finds that Plaintiff complied with the condition precedent of providing notice prior to acceleration of the loan, and prior to the filing of the foreclosure action, pursuant to the terms of the Note and Mortgage.**
16. **The Court finds that the Code Enforcement Board lien held by Defendant Indian River County, Florida and recorded in Official Records Book/Instrument 2944 Page 2250 of the**

Public Records of Indian River County, Florida, is inferior and subordinate to the mortgage held by Plaintiff. However, pursuant to Florida Statute Section 162.07(4), the code Enforcement Board lien against the subject property shall be binding on any subsequent purchasers, successors in interest or assigns.

17. On or before the date of sale, Plaintiff may assign the judgment and/or the bid by filing an Assignment of Judgment and/or Bid without further order of this Court.
18. On or before the date of sale, Plaintiff may file an Affidavit of Additional Costs and Interest without further order of this Court.
19. The Mortgage is hereby reformed nunc pro tunc to the date of the original recording. The Mortgage was recorded on October 19, 2005, in Official Records Book/Instrument 1949, Page 701 of the Public Records of Indian River County, Florida. The correct legal description of the property is: Lots 1 and 2, Block "E", PINETREE PARK, UNIT #3, according to the plat thereof, as recorded in Plat Book 3, Page 50, of the Public Records of Indian River County, Florida.

**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.**

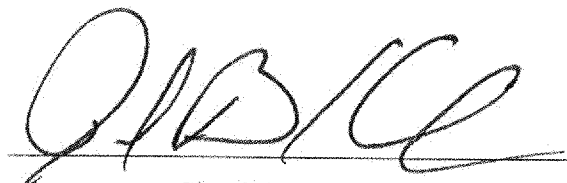
**IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN SIXTY (60) DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS. IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT 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 AT 2000 16TH AVENUE, VERO BEACH, FL 32960, 772.226.3127 Karen S 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.

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-ST. LUCIE, 200 SOUTH INDIAN RIVER DR., SUITE 101, FT. PIERCE, FL 34950, 772.466.4766, 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-ST. LUCIE FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER THE RECEIPT OF THIS NOTICE.

DONE AND ORDERED on October 30, 2017 at Vero Beach, Florida.



Circuit Judge

Copies furnished to:

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Unknown Tenant #1 N/K/A David Sweat  
6515 5th Street  
Vero Beach, FL 32968

Unknown Heirs, Beneficiaries, Devisees, Assignees, Lienors, Creditors, Trustees And All Others Who  
May Claim An Interest In The Estate Of Margaret M. Braue A/K/A Margaret Braue  
6515 5th Street  
Vero Beach, FL 32968

Indian River County, Florida  
1801 27th Street  
Vero Beach, FL 32960

United States of America, Department of the Treasury, Internal Revenue Service  
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