

Filing # 90183767 E-Filed 05/28/2019 03:30:03 PM

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

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR
SPECIALTY UNDERWRITING AND RESIDENTIAL FINANCE
TRUST MORTGAGE LOAN ASSET-BACKED CERTIFICATES,
SERIES 2006-BC4,
Plaintiff,

312018CA000186XXXXXX

CASE NO.: 31-2018-CA-000186
DIVISION:

vs.

IVONNE MURALLES A/K/A IVONNE BONET; CHRISTINE HERD; EDY DANILO
MURALLES A/K/A EDY D. MURALLES PALENCIA A/K/A EDY D. MURALLES A/K/A
EDY MURALLES; LVNV FUNDING LLC AS ASSIGNEE OF SEARS; PATRICIA L.
CEELY; ROBERT D. CEELY; UNITED STATES OF AMERICA, DEPARTMENT OF
TREASURY; UNKNOWN PARTY #1 N/K/A EMBER OLIVA,
Defendant(s).

Agreed

FINAL JUDGMENT OF FORECLOSURE

This Action was heard before the Court on May 21, 2019, and on the evidence presented and being otherwise duly advised in the premises,

IT IS ORDERED AND ADJUDGED that:

1. **Final Judgment.** There is no dispute of material facts and Plaintiff is entitled to entry of final judgment
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 **\$189,974.89**. In accordance with section 28.241(1)(a)2.c., Florida Statutes, the Court identifies the actual value of the claim to be **\$297,366.71**, 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, U.S. Bank National Association, as Trustee for SPECIALTY UNDERWRITING AND RESIDENTIAL FINANCE TRUST MORTGAGE LOAN

ASSET-BACKED CERTIFICATES, SERIES 2006-BC4 located at 8950 Cypress Waters Blvd., Coppell, TX 75019, is due:

Principal	\$189,974.89
Interest on the note and mortgage from July 1, 2017 to April 23, 2019	\$10,317.26
Interest from April 24, 2019 to May 21, 2019	\$437.08
Taxes for the year(s) through 2018	\$1,161.63
Insurance Premiums	\$7,189.83
Attorney's Fees:	\$3,450.00
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	\$997.50
Service of Process	\$1,062.60
Notice of Action Publication	\$340.00
Title Update	\$60.00
Additional Costs:	
Property Inspections	\$270.00
Title Fees	\$350.00
Streamline Mods	\$81,772.71
Forbearance	(\$16.79)
GRAND TOTAL	\$297,366.71

4. **Interest.** The total amount 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:

SOUTH 100 FEET OF THE FOLLOWING DESCRIBED PROPERTY;

FROM THE NORTHEAST CORNER OF TRACT 8, SECTION 15, TOWNSHIP 33 SOUTH, RANGE 39 EAST, RUN WEST ON THE NORTH LINE OF SAID TRACT 8, A DISTANCE OF 25 FEET TO THE WEST RIGHT OF WAY LINE OF EMERSON AVENUE; THENCE RUN SOUTH ON THE WEST RIGHT OF WAY OF EMERSON AVENUE A DISTANCE OF 890 FEET TO THE POINT OF BEGINNING OF THE LAND HEREWITH CONVEYED.

FROM SAID POINT OF BEGINNING RUN WEST ON A LINE PARALLEL WITH THE NORTH BOUNDARY LINE OF TRACT 8 FOR A DISTANCE OF 125 FEET, THENCE RUN SOUTH FOR A DISTANCE OF 200 FEET, THENCE RUN EAST FOR A DISTANCE OF 125 FEET, THENCE RUN NORTH ALONG THE WEST RIGHT OF WAY LINE OF EMERSON AVENUE FOR A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING ALL ACCORDING TO THE LAST GENERAL PLAT OF LANDS OF THE INDIAN RIVER FARMS COMPANY AS FILED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY FLORIDA, IN PLAT BOOK 2, PAGE 25, LESS AND EXCEPTING THAT PARCEL CONVEYED TO THE STATE OF FLORIDA IN OFFICIAL RECORDS BOOK 293, PAGE 487, TOGETHER WITH A NON-EXCLUSIVE EASEMENT OF THE RIGHT FOR EGRESS AND INGRESS IN A CERTAIN 25 FOOT PRIVATE ROAD, SAID ROAD RUNNING IN A NORTH AND SOUTH DIRECTION AND BEING OF 25 FOOT WIDTH LYING IMMEDIATELY WEST AND ADJACENT TO THE LAND HEREWITH CONVEYED AND RUNNING FROM A WESTERLY EXTENSION OF THE NORTH LINE BOUNDARY LINE OF THE LAND HEREWITH CONVEYED ON A STRAIGHT LINE SOUTH TO THE SOUTH BOUNDARY LINE OF TRACT 8, SECTION 15, TOWNSHIP 33 SOUTH, RANGE 39 EAST, ALL OF SAID LAND NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA

Property address: 435 27TH AVE, VERO BEACH, FL 32968

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 the Court shall sell the subject property at public sale on September 18, 2019, to the highest bidder for cash, except as prescribed in Paragraph 6 at <https://www.indian-river.realforeclose.com>, beginning at 10:00AM 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 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 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 offices.

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 the 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 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.

10. **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. 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.

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. Defendants' Right of Redemption shall be terminated upon issuance of the Certificate of Sale as prescribed by Florida Statute §45.0315 Florida Statutes; except for that of the United States of America, which has 365 days to redeem. If the USA is a defendant for any other reason (i.e. Federal Tax Lien, etc.) the redemption period is 120 days not 365.

13. **Count II - Deed(s) Legal Description Reformation** The Court finds that at all times relevant to the inception of the Deed(s) as shown recorded in Official Records Book 1345, Page 2714, of the Public Records of Indian River County, Florida, the Defendant(s), agreed to transfer the subject property at 435 27th Ave., Vero Beach, FL 32968, in exchange for an agreed upon amount. The Court further finds that based on mutual mistake, the aforementioned document(s) failed to include the correct legal description which was intended to be a part of the Deed(s). Therefore, the Court hereby orders that the Deed(s) as shown recorded in Official Records Book 1345, Page 2714, of the Public Records of Indian River County, Florida, be hereby reformed (nunc pro tunc to 7-27-2000) to contain the correct legal description, as more particularly set forth in this Final Judgment.

14. Count III - Payment – 701.04: Cancellation of Mortgage - The Court specifically finds that Defendant(s) Robert D. Ceely and Patricia D. Ceely, was obligated to file and record a written satisfaction of its mortgage within 60 days as required by Florida Statute 701.04(2), and are therefore in violation of the statute. The Court therefore orders that the Mortgage recorded in Official Records Book 1592, Page 2801, of the Public Records of Indian River County, Florida, be and hereby deemed satisfied and cancelled of record as a lien on the property being foreclosed herein. The Clerk of the Court is hereby directed to record a copy of this Final Judgment evidencing the same.

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, INDIAN RIVER COUNTY CLERK OF COURT INDIAN RIVER COUNTY COURTHOUSE ATTN: CIVIL DEPARTMENT 2000 16TH AVE. VERO BEACH, FL 32960, [TELEPHONE: 772-770-5185 1-2-1], 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, INC., 510 SOUTH US HWY 1, SUITE 1, FORT PIERCE, FL 34950 (TELEPHONE: (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, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

If Plaintiff is the successful purchaser at the foreclosure sale, Plaintiff may assign the successful bid without further order from this court.

ORDERED at Indian River County, Florida on 5-21-19,
20__.



Circuit Judge

Copies furnished by U.S. Mail to:

ST-18-005196

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c/o Registered Agent Corporation

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Robert D. Ceely
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