

Filing # 144910638 E-Filed 03/02/2022 01:27:39 PM

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

AJAX MORTGAGE LOAN TRUST 2019-H,
MORTGAGE-BACKED SECURITIES,
SERIES 2019-H, BY U.S. BANK NATIONAL
ASSOCIATION, AS INDENTURE TRUSTEE,
Plaintiff,

CIRCUIT CIVIL DIVISION

CASE NO.: 2021 CA 000584

312021CA000584XXXXXX

v.
ANTHONY J. STELMACK, *et al.*,
Defendants.

**AMENDED CONSENT / DEFAULT FINAL JUDGMENT OF MORTGAGE
FORECLOSURE**

THIS ACTION came before this Honorable Court on Plaintiff's, AJAX MORTGAGE LOAN TRUST 2019-H, MORTGAGE-BACKED SECURITIES, SERIES 2019-H, BY U.S. BANK NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE's ("Plaintiff") Motion for Entry of Default Final Judgment Against Defendant, Anthony J. Stelmack and Consent Final Judgment against Defendant, Yolanda Montoya. On the evidence presented, and with the benefit of an agreement to the entry of this judgment by Defendant, YOLANDA MONTOYA, as evidenced by the Stipulation for Settlement filed with this Court, it is hereby **ORDERED AND ADJUDGED** as follows:

1. Plaintiff's Motion for Default Final Judgment of Mortgage Foreclosure is hereby **GRANTED** and this Consent / Default Final Judgment is hereby entered in favor of the Plaintiff, AJAX MORTGAGE LOAN TRUST 2019-H, MORTGAGE-BACKED SECURITIES, SERIES 2019-H, BY U.S. BANK NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE, and against the following Defendants listed by name: ANTHONY J. STELMACK and YOLANDA MONTOYA.

2. **Amounts Due and Owing.** Plaintiff, c/o Gregory Finding, LLC, P.O. Box 25430, Portland, OR 97298, is now due:

(a)	Unpaid Principal Balance on Note and Mortgage	\$34,856.32
(b)	Accrued Interest at <u>4.250%</u> from January 1, 2021 through February 10, 2022 (per diem: <u>\$2.54</u>)	\$1,108.50
(c)	Unpaid Late Charges	\$81.96
(d)	Prior Servicer Advances	\$568.35
(e)	Attorney's Fees	\$7,550.00
(f)	Attorney's Costs	\$1,804.50
	GRAND TOTAL DUE	\$45,969.63

3. **Interest.** The Grand Total Due in Paragraph 2 shall bear interest from this date forward at the rate of 4.25%, in accordance with Section 55.03, Florida Statutes.

4. **Attorney's Fees.** The Court finds that the total sum of \$7,550.00 is a reasonable attorney's fee for the services rendered and presently anticipated to be rendered in this action by Plaintiff's counsel, the HOWARD LAW GROUP. This sum is comprised of \$4,100.00 for an agreed to flat fee with regard to the services rendered and presently anticipated to be rendered time on routine, non-contested portions of this action and that a further sum of \$3,450.00, consisting of 13.80 hours at a rate of \$250.00 per hour, is a reasonable attorney's fee for the services rendered to the time devoted to non-routine and/or contested portions of this action. PLAINTIFF'S COUNSEL CERTIFIES THAT THE ATTORNEY FEE AWARDED DOES NOT EXCEED ITS CONTRACT FEE WITH THE PLAINTIFF. The Court finds that there are no reduction or enhancement factors for consideration by the Court pursuant to *Florida Patient's Compensation Fund v. Rowe*, 472 So. 2d 1145 (Fla. 1985).

5. **Lien on Property.** Plaintiff holds a valid lien for the Grand Total Due superior to all claims or estates of Defendants. The lien of the Plaintiff is superior in dignity to any right, title, interest or claim of the Defendant and all persons corporations any other entities claiming by, through, or under the Defendants or any of them and the property will be sold free and clear of all claims of the Defendants, with the exception of any assessments that are superior pursuant to Florida Statutes, Section 718.116 and/or 720.3085. The Plaintiff's lien encumbers the following described real property located in Indian River County, Florida:

LOTS 8 AND 9, BLOCK N, PARADISE PARK, UNIT NO.2, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 77, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.

including the buildings, appurtenances, and fixtures located thereon.
Property Address: 2560 88th Ave, Vero Beach, FL 32966
(the "Subject Property").

6. **Sale of Property.** If the Grand Total Due 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 the 4th day of April, 2022, 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., 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 Subject Property for sale. If Plaintiff is the purchaser, the Clerk shall credit Plaintiff's bid with the Grand Total Due 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. If a third party bidder is the purchaser, the third party bidder must pay the documentary stamps attached to the Certificate of Title in addition to the bid.

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, unless the Subject Property is purchased by a third party bidder; third, Plaintiff's attorneys' fees; fourth, the Grand Total Due to Plaintiff, less the items paid, plus interest at the rate prescribed in Paragraph 3 above 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, the Defendants' right of redemption as prescribed by Section 45.0315, Florida Statutes shall be terminated.

10. **Right of Possession.** Upon the filing of the Certificate of Sale, Defendants and all persons claiming by, through, under or against any of the Defendants since the date of the filing of the Notice of Lis Pendens shall be forever barred and foreclosed of all estate or claim in the Subject Property, except as to claims or rights under Chapter 718 or Chapter 720 of the Florida Statutes, if any. Upon the filing of the Certificate of Title, the person named in the Certificate of Title shall be let into possession of the Subject Property.

11. **Jurisdiction Retained.** The Court specifically reserves jurisdiction to enter further orders the Court deems just and proper to include, without limitation, the following: (1) orders related to pursuit and entry of deficiency judgment, if Defendants, ANTHONY J. STELMACK and YOLANDA MONTOYA, have not been discharged in bankruptcy, or it is not prohibited by federal law or mutual settlement agreement; (2) orders granting additional attorney's fees and costs; (3) writs of possession; (4) orders determining the amount and responsibility for assessments that may be due a condominium or homeowner's association pursuant to Sections 718.116 or 720.3085 of the Florida Statutes; (5) orders arising out of re-foreclosure, to include permitting a supplemental complaint to add an interest-holder; and/or (6) orders involving reformation of the mortgage instrument or deed to perfect title.

12. The Court also reserves jurisdiction so that in the event additional sums are expended by Plaintiff to protect its interest in the Subject 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 Due under this judgment, or, if the Subject Property has been redeemed by payment of the judgment to the Clerk of Court, the Court can enter a new foreclosure judgment for the amount expended.

13. PURSUANT TO FLORIDA STATUTES, SECTION 45.031:

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 AT (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, INC., 200 S INDIAN RIVER DRIVE, SUITE 101, FT. PIERCE, FL 34948, PHONE: (561) 466-4766, OR FLORIDA IMMIGRANT ADVOCACY CENTER, 131B N. SECOND STREET, FORT PIERCE, FL 34950, PHONE: (561) 489-4660 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, INC., 200 S INDIAN RIVER DRIVE, SUITE 101, FT. PIERCE, FL 34948, PHONE: (561) 466-4766, OR FLORIDA IMMIGRANT ADVOCACY CENTER, 131B N. SECOND STREET, FORT PIERCE, FL 34950, PHONE: (561) 489-4660, FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

14. Service of process has been duly and regularly obtained over Defendants, ANTHONY J. STELMACK and YOLANDA MONTOYA. Proof of such service is in the Court file.

15. The Plaintiff may assign the judgment and credit bid by the filing of an assignment without further order of the Court.

16. The Stipulation of Settlement entered into between Plaintiff and Defendant, YOLANDA MONTOYA and filed with the Court is hereby approved and adopted by this Court.

17. In the event Defendant, YOLANDA MONTOYA and/or all other occupants of the Property fail to timely vacate the Property in the agreed upon condition, pursuant to the terms of the settlement between the Plaintiff and said Defendants, said Defendant's consent to the issuance of a writ of possession to have them removed from the Property without need for a further motion and/or hearing regarding same.

DONE and ORDERED in INDIAN RIVER County, Florida this 1st day of March, 2022.

03/02/2022 13:25:30
2021 CA 000584

eSigned by JANET CARNEY CROOM (NOT) 03/02/2022 13:25:30 J-fbhqsn
Janet C. Croom – Circuit Court Judge

Copies furnished to all parties on attached Service List.

SERVICE LIST

Harris S. Howard, Esq.
Evan R. Raymond, Esq.
Matthew B. Klein, Esq.
HOWARD LAW GROUP
4755 Technology Way, Suite 104
Boca Raton, FL 33431
E-Mail: Harris@howardlaw.com
Evan@howardlaw.com
Matthew@howardlaw.com
pleadings@howardlaw.com
Counsel for Plaintiff

Benjamin Weissman, Esq.
DAVID CHICO LAW GROUP
607 Celebration Avenue
Celebration, FL 34747
E-Mail: serve@davidchicolaw.com
tanya@davidchicolaw.com
Counsel for Yolanda Montoya

Anthony J. Stelmack
2801 8th Street
Vero Beach, FL 32968