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

U.S. BANK TRUST NATIONAL Case No. 312022CA000224
ASSOCIATION, NOT IN ITS
INDIVIDUAL CAPACITY BUT
SOLELY AS OWNER TRUSTEE
FOR REO TRUST 2017-RPL1
Plaintiff,
vs.

SAMUEL LEE EALY JR A/K/A
SAMUEL L EALY JR A/K/A
SAMUEL LEE EALY A/K/A
SAMUEL L EALY, and LESSIE
JENNINGS, et al,
Defendants.

_____ /

FINAL JUDGMENT OF FORECLOSURE

THIS CAUSE came before the Court for non-jury trial on March 20, 2024 and after hearing testimony of the witnesses, receiving evidence, reviewing the Court file and being otherwise duly advised in the premises, finds:

A. On December 13, 2007, the Defendants executed a Home Equity Credit Line Account Agreement and Mortgage with Beneficial Florida, Inc. for \$60,000 (Exhibit 1). The Mortgage, which was assigned several times, was recorded at OR Book 2233, Page 486 of the Public Records of Indian River County, Florida. The Mortgage is currently owned by Plaintiff and the original documents were tendered to the Court.

B. The Defendants defaulted on the payments due after November 16, 2020. A default letter was mailed on December 16, 2020 (Exhibit 4a). The Defendants admittedly have failed to cure the default and the loan has matured.

C. The Plaintiff filed this mortgage foreclosure action on March 28, 2022 and Defendant, Samuel Lee Ealy Jr., filed his Answer, Affirmative Defense and Counterclaim on June 20, 2022. Defendant, Lessie Jennings, filed her Answer on July 7, 2022 requesting a hardship. The Defendant argues that he has had no access to the HELOC and/or the forced hazard insurance which should have paid the 2019 storm damages. The Defendant was given the name of the insurer at the final hearing.

D. The Defendant did not provide any evidence to rebut the payment history and admitted that there have been no payments made since 2020. Jason George's testimony confirmed that all of the Defendant's payments have been accounted for in the payment history and the Defendant failed to provide any evidence to the contrary. Furthermore, the Defendant did not provide any competent evidence to support his affirmative defenses and his Counterclaims were dismissed on January 17, 2023.

IT IS ORDERED AND ADJUDGED that:

1. Final Judgment is entered for Plaintiff, U.S. BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR REO TRUST 2017-RPL1, against Defendant(s): SAMUEL LEE EALY JR A/K/A SAMUEL L EALY JR A/K/A SAMUEL LEE EALY A/K/A SAMUEL L EALY; LESSIE MAE JENNINGS A/K/A LESSIE M JENNINGS and UNKNOWN TENANTS/OWNERS.

2. 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 \$52,806.50. In accordance with section 28.241(1)(a)2.c., Florida Statutes, the Court identifies the actual value of the claim to be \$81,321.80, 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. Plaintiff, U.S. BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR REO TRUST 2017-RPL1, 8950 Cypress Waters Blvd., Coppel, TX 75019, is due:

Principal	\$52,806.50
Interest on the note and mortgage from 12/1/2020 to 04/5/2024 ¹	\$17,117.25
Pre Accelerated Late Charge	\$389.06
Title search expense	\$90.00
Real Estate Taxes	\$4,392.23
Hazard Insurance	\$2,852.91
Attorneys' Fee ²	RESERVED
Filing fee	\$1,110.50
Service of Process	\$512.70
Issuance of Summons	\$15.00
Mediator's Fee	\$490.00
Recording Fee	\$24.00
Certified Documents - Mortgage/Assignments	\$45.65
Additional Costs	

¹Interest rate of 9.690% or \$14.02 per day x 1,221 days.

²The Court finds that Plaintiff's counsel reasonably incurred attorney fees and that \$275-\$300 per hour is a reasonable hourly rate for legal services provided in the community. However, there was inadequate evidence for the Court to determine that 20 hours was reasonably incurred herein. The Court specifically reserves jurisdiction to award reasonable attorneys' fees upon proper notice and after evidentiary hearing. See *Petrovsky v. HSBC Bank*, 185 So. 3d 700 (Fla. 4th DCA 2016); *Black Point v. Ventures Trust*, 236 So. 3d 1134 (Fla. 2d DCA 2018); *Sea Era Sands v. Stuart*, 616 So. 2d 1164 (Fla. 5th DCA 1993); and *Zumpf v. Countrywide*, 43 So. 3d 764 (Fla. 2d DCA 2010).

Property Inspection	\$805.00
BPO	\$90.00
Property Preservation	\$570.00
County Recording Fee	\$11.00
TOTAL	\$81,321.80

4. The total amount in paragraph 3 shall bear interest from this date forward at the prevailing statutory legal rate of interest.

5. 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 6, BLOCK 6, FLORIDA RIDGE SUBDIVISION, ACCORDING TO
PLAT BOOK 3, PAGE 93, PUBLIC RECORDS OF INDIAN RIVER
COUNTY, FLORIDA. Property address: 304 24TH PL SE VERO
BEACH, FL 32962.

6. 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 **JUNE 10, 2024** to the highest bidder for cash, except as prescribed in paragraph 7, online at www.indian-river.realforeclose.com at 10:00 A.M. EST in accordance with section 45.031, Florida Statutes. **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. 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. Plaintiff shall advance all 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. 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. 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 must be foreclosed of all estate or claim in the property, and defendant's right of redemption as prescribed by section 45.0315, Florida Statutes, must be terminated, except as to the rights of a bona fide tenant occupying residential premises under the federal Protection Tenants at Foreclosure Act, 12 U.S.C. sec. 5220, note, or section 83.5615, Florida Statutes, and claims or rights under chapter 718 or chapter 720, Florida Statutes, if any.

10. On the filing of the certificate of title, the person named on the certificate of title must be let into possession of the property subject to the rights of a bona fide tenant occupying residential premises under the Federal Protecting at Foreclosure Act, 12 U.S.C. sec 5220, note, or section 83.5615, Florida Statutes. If any defendant or tenant remains in possession of the property, an Order Granting the Motion For Writ of Possession must be entered without further notice or hearing, subject to the purchaser's compliance with Section 83.5615, Florida Statutes.

11. Jurisdiction of this action is retained to enter further orders that are proper, including without limitation, award of reasonable attorney's fees, a deficiency judgment, writs of possession and such supplemental relief or judgments as may be appropriate.

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 the execution of its affidavit of indebtedness filed in support of summary judgment or 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 LIEN HOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, IF ANY, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN THE DATE THAT THE CLERK REPORTS THE FUNDS AS UNCLAIMED. IF YOU FAIL TO FILE A TIMELY 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.

DONE AND ORDERED in Indian River County, Florida, on April 5, 2024.

eSigned by Judge Cynthia L. Cox 04/05/2024 7:31 pm

 CIRCUIT JUDGE

Copies furnished by eportal service or US Mail to:

Ryan Sutton Kass Shuler, P.A. 1505 N. Florida Ave. Tampa, FL 33602-2613 Attorney for Plaintiff

SAMUEL LEE EALY JR A/K/A SAMUEL L
 EALY JR A/K/A SAMUEL LEE EALY
 304 24th Place SE
 Vero Beach, FL 32962
manifestedlion@aol.com

SAMUEL LEE EALY JR A/K/A SAMUEL L
 EALY JR A/K/A SAMUEL LEE EALY
 6141 NW GINGER LN
 PORT ST LUCIE, FL 34986
manifestedlion@aol.com

LESSIE MAE JENNINGS
 4460 34TH CT APT B
 VERO BEACH, FL 32967

UNKNOWN TENANTS/OWNERS 1
 304 24TH PL SE
 VERO BEACH, FL 32962