

Filing # 236611252 E-Filed 11/26/2025 11:04:55 AM

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

**SOUND CAPITAL CONSTRUCTION  
FUND, LLC,**

**Plaintiff(s),**

**CASE NO: 31 2025 CA 000162**

**v.**

**PALLADIO DEVELOPMENT LLC;  
UNKNOWN PARTY IN POSSESSION 1;  
UNKNOWN PARTY IN POSSESSION 2;  
VERO ATLANTIC 2, LLC; LORRETTA  
LYNN COUNTS; GARY WAYNE COUNTS;  
AND YINAN ZHAO,**

**Defendant(s).**

\_\_\_\_\_ /

**IN REM FINAL JUDGMENT OF FORECLOSURE**

**THIS CAUSE** came before the Court on November 26, 2025 on Plaintiff's Motion for Summary Final Judgment of Foreclosure, and on the evidence presented, and being otherwise duly advised in the premises, it is thus

**ORDERED AND ADJUDGED that:**

1. **Final Judgment.** Plaintiff is entitled to entry of final judgment and the parties have consented to entry of this final judgment. On the evidence presented, the Court finds Plaintiff proved its prima facie case for foreclosure: (1) execution of a note and mortgage; (2) breach of the note and mortgage; (3) acceleration; and (4) damages. Plaintiff had standing to foreclose pursuant to § 673.3011(1), Florida Statutes. The Court further finds Defendants have not proven any avoidances to the entry of final summary judgment of foreclosure.

2. **Amounts Due.** Plaintiff, Sound Capital Construction Fund, LLC c/o Sound Capital Loans, LLC, 929 108th Avenue NE, Suite 1030, Bellevue, WA 98004, is due:

Principal	\$156,449.00
Interest on the note and mortgage:	
from 10/01/2024 to 11/30/2024	\$1,564.49
from 12/01/2024 to 11/26/2025	\$29,933.97
Per diem interest at 12 % from 10/01/2024 to 11/30/2024	
Per diem interest at 18% from 12/01/2024 to 11/26/2025	
Title search expense	\$295.00

\*Attorneys' fees were flat fee agreement, not hourly

Attorneys' fees total <sup>1</sup>	\$4,693.47
Court costs	
Filing fee	\$1,153.51
Service of Process at \$77.00 per defendant/multiple addresses	\$770.00
Additional Costs	
Skip Trace	\$170.00
Filing Fee	\$5.00
Subtotal (if applicable)	\$195,034.44
Other Fees	\$319.92
Loan Modification Agreement Fees	\$8,085.00
Suspense	(\$2,206.83)
<b>TOTAL</b>	<b>\$201,232.53</b>

3. **Interest.** The total amount in paragraph 2 must bear interest from this date forward at the prevailing statutory rate of interest.

4. **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:

**North 1/2 of Lot 27, all of Lots 28, 29 and South 1/2 of Lot 30, Block 136, TOWN OF FELLSMERE, according to plat thereof as recorded in Plat Book S2, Page 3, of the Public Records of Saint Lucie (Indian River) County, Florida.**

Property Address: 149 North Myrtle Street, Fellsmere, FL 32498

5. **Sale of Property.** If the total sum with interest at the rate described in paragraph 2 and all costs accrued subsequent to this judgment are not paid, the Clerk of this court must sell the property at public sale on **JANUARY 12, 2025** to the highest bidder for cash, except as prescribed in paragraph 6, by electronic sale at **Indian River County beginning at 10:00 a.m. [www.indian-river.realforeclose.com](http://www.indian-river.realforeclose.com)**, in accordance with section 45.031, Florida Statutes. **The public sale must 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**

<sup>1</sup> Reduced to 3% see paragraph.10

**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 must 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.

6. **Costs.** Plaintiff must advance all subsequent costs of this action and must 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 must be responsible for the documentary stamps payable on the certificate of title. If Plaintiff is the purchaser, Plaintiff must file an affidavit within 5 business days and the Clerk must 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 must receive the service charge imposed in Section 45.031, Florida Statutes.

7. **Distribution of Proceeds.** On filing the certificate of title, the Clerk must 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 the sale; and by retaining any remaining amount pending further order of this court.

8. **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 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.

9. **Right of Possession.** 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.

10. **Attorneys' Fees.** The requested attorneys' fees are a flat fee of \$4,860.00 and an additional flat fee of \$2,450.00 for a total amount of \$7,310.00. The requested fees

exceed 3% of the principal amount. Pursuant to *MacDonnell v. US Bank*, 293 So. 3d 585 (Fla. 2d DCA 2020), it is not necessary for the Court to hold a hearing if Defendants have defaulted and the requested fees do not exceed 3% of the principal amount. Otherwise, the Plaintiff must demonstrate a reasonable fee. See *Farrington v. Carrington Mortgage*, 404 So. 3d 611 (Fla. 2d DCA 2025). The Court reserves jurisdiction to determine additional fees after considering a reasonable hourly rate and the time incurred in this matter. See *Raza v. Deutsche Bank*, 100 So. 3d 121 (Fla. 2d DCA 2012).

**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. Reformation of Mortgage and Warranty Deeds.** The Court finds there were scrivener's errors in the legal descriptions in the Mortgage recorded in the Indian River County Official Records Book 3581, Page 1304; in the Warranty Deed recorded in the Indian River County Official Records Book 3464, Page 1008; and in the Warranty Deed recorded in the Indian River County Official Records Book 3576, Page 1952. The Court further finds it was the intent of the parties to the transactions to record the correct legal description set forth herein, and the Mortgage and Warranty Deeds are hereby reformed nunc pro tunc so the description contained therein shall read as follows:

North 1/2 of Lot 27, all of Lots 28, 29 and South 1/2 of Lot 30, Block 136, TOWN OF FELLSMERE, according to plat thereof as recorded in Plat Book S2, Page 3, of the Public Records of Saint Lucie (Indian River) County, Florida.

The Clerk of this Court is directed to make the necessary and proper marginal notations in the recorded Mortgage and Warranty Deeds, reciting that the descriptions contained therein have been reformed by this Final Judgment to include the above correct legal description.

**13. Judgment Defendants.** The Final Judgment of Foreclosure is entered for Plaintiff, Sound Capital Construction Fund, LLC, and against Defendants: Palladio Development LLC; Vero Atlantic 2, LLC; Lorretta Lynn Counts; and Gary Wayne Counts.

**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 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 OF INDIAN RIVER COUNTY, 2000 16TH AVENUE, CIVIL DEPARTMENT, ROOM 136, VERO BEACH, FL 32960, (772) 226-3100, 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 SERVICE – FORT PIERCE OFFICE, 510 SOUTH US HIGHWAY 1, SUITE 1, FORT PIERCE, FLORIDA 34948, (772) 466-4776, 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 SERVICE – FORT PIERCE OFFICE, (772) 466-4776, FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

DONE AND ORDERED on 26<sup>th</sup> day of November, 2025 at Vero Beach, Indian River County, Florida.

*eSigned by Judge Cynthia L. Cox* 11/26/2025 10:13 am

CYNTHIA L. COX, Circuit Judge

**A COPY OF THIS ORDER IS BEING SERVED ON THE FOLLOWING PARTIES VIA THE E-FILING PORTAL:**

Tiffany & Bosco, P.A., 1201 S. Orlando Ave., Suite 430, Winter Park, FL 32789, [floridaservice@tblaw.com](mailto:floridaservice@tblaw.com)

Lorretta Lynn Counts, 8665 103rd Ct., Vero Beach, FL 32967, [LCounts73@gmail.com](mailto:LCounts73@gmail.com)

Gary Wayne Counts, 8665 103rd Ct. Vero Beach, FL 32967, [gary.counts@mesaelectric.net](mailto:gary.counts@mesaelectric.net)

**COUNSEL FOR CITIZENS BANK, N.A. SHALL SERVE A COPY OF THIS ORDER ON THE FOLLOWING PARTIES IMMEDIATELY AND FILE A CERTIFICATE OF SERVICE IN THIS COURT FILE:**

Palladio Development LLC, C/o Registered Agents, Inc., Registered Agent, 7901 4th Street North, Suite 300, Saint Petersburg, FL 33702

Vero Atlantic 2, LLC, c/o CB Real Estate Management, LLC, Registered Agent, 1500 Highway A1A, Vero Beach, FL 32963