

Filing # 253560749 E-Filed 07/29/2026 04:13:43 PM

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

PHH MORTGAGE CORPORATION,

Plaintiff,
vs.

CASE NO. 31 2025 CA 000571

312025CA000571AXXXVB

THE UNKNOWN HEIRS, BENEFICIARIES, DEVISEES,
GRANTEES, ASSIGNORS, CREDITORS AND
TRUSTEES OF THE ESTATE OF WILLIAM REX
HOLLAND (DECEASED); UNITED STATES OF
AMERICA ON BEHALF OF SECRETARY OF HOUSING
AND URBAN DEVELOPMENT; UNKNOWN TENANT #1
N/K/A GINA SENEGAL; 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 tried before the Court on July 29, 2026 for non-jury trial and after hearing sworn testimony from Kimberly Richard of Onity Group, Inc., the wholly owned subsidiary of PHH mortgage n/k/a Onity Mortgage Corp, the servicer for the loan and after receiving evidence, hearing argument and being otherwise duly advised in the premises, it is

ORDERED AND ADJUDGED that:

1. **Final Judgment.** Plaintiff is entitled to entry of 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 been defaulted.

2. **Amounts Due.** Plaintiff, PHH Mortgage Corporation, c/o Onity Mortgage Corporation f/k/a PHH Mortgage Corporation, ATTN: BAILEE TEAM / COLLATERAL DEPT, 5720 Premier Park Drive, West Palm Beach, FL 33407, is due:

Principal	\$94,992.16
Accrued Interest good through 6/30/2026	\$29,641.74

Intra Month Per Diem Total	\$229.05
Per diem interest @ \$28.76 from July 9, 2026 to July 29, 2026	\$603.96
Title search expenses	\$425.00
Taxes	\$5,311.55
Year - 2025	\$5,311.55
Hazard or Property Insurance Premium	\$1,110.00
Year - 2025	\$1,110.00
MIP/PMI	\$9,239.00
Attorneys Flat Fees Total ¹	\$2,849.76
Court Cost	
Filing Fee	\$1,096.00
Service of Process	\$300.00
Publication	\$621.36
Ad Litem Costs	\$1,350.00
Additional Cost	
Property Inspection(s)	\$510.00
Statutory Mail	\$84.93
TOTAL	\$148,364.51

3. **Interest.** The total amount referenced in Paragraph 2 shall 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:

**THE NORTH 227.29 FEET OF THE HEREINAFTER DESCRIBED PROPERTY:
FROM THE SOUTHEAST CORNER OF TRACT 3, SECTION 14, TOWNSHIP
33 SOUTH, RANGE 39 EAST, ACCORDING TO THE LAST GENERAL PLAT
OF LANDS OF INDIAN RIVER FARMS COMPANY, FILED IN THE OFFICE OF
CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA, IN PLAT
BOOK 2, PAGE 25, RUN WEST ALONG THE SOUTH LINE OF SAID TRACT
3, A DISTANCE OF 328.34 FEET TO THE EAST LINE OF THE WEST 10
ACRES OF THE EAST 20 ACRES OF SAID TRACT 3; THENCE RUN NORTH
ALONG SAID EAST LINE OF THE WEST 10 ACRES OF THE EAST 20 ACRES,
A DISTANCE 725 FEET TO POINT OF BEGINNING; THENCE RUN WEST ON
A LINE PARALLEL TO THE SOUTH LINE OF SAID TRACT 3, A DISTANCE
OF 163.63 FEET; THENCE RUN NORTH AND PARALLEL TO THE EAST LINE
OF THE WEST 10 ACRES OF THE EAST 20 ACRES OF SAID TRACT 3 TO
THE NORTH LINE OF SAID TRACT 3; THENCE RUN EAST ALONG THE**

¹Reduced to 3% see paragraph 10

NORTH LINE OF SAID TRACT 3 TO THE EAST LINE OF THE WEST 10 ACRES OF THE EAST 20 ACRES OF SAID TRACT 3, A DISTANCE OF 163.63 FEET; THENCE RUN SOUTH ALONG THE SAID EAST LINE OF THE WEST 10 ACRES OF THE EAST 20 ACRES OF SAID TRACT 3 TO THE POINT OF BEGINNING; SAID LAND LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT IN COMMON WITH OTHER OWNERS OF PROPERTY IN THE WEST 10 ACRES OF THE EAST 20 ACRES OF TRACT 3 AS ABOVE DESCRIBED, FOR INGRESS AND EGRESS OVER THE WEST 30 FEET OF THE NORTH 760 FEET OF THE EAST 173.63 FEET OF THE WEST 10 ACRES OF THE EAST 20 ACRES OF SAID TRACT 3 ABOVE DESCRIBED.

THE GRANTORS HEREBY RESERVE THE RIGHT TO DEDICATE SAID PROPERTY AS A PUBLIC ROAD AND FURTHER RESERVE THE RIGHT TO CONVEY THE SAME EASEMENT TO OTHER PARTIES. THE GRANTORS FURTHER RESERVE AN EASEMENT OVER THE WEST 20 FEET OF THE PROPERTY BEING CONVEYED TO THE GRANTEEES FOR THE PURPOSE OF INGRESS AND EGRESS AND RESERVE THE RIGHT TO GRANT TO OTHER PERSONS AND PARTIES THE RIGHT OF INGRESS AND EGRESS FOR ALL VEHICLES OR USE OF OTHER PROPERTY HOLDERS IN THE WEST 10 ACRES OF THE EAST 20 ACRES OF SAID TRACT 3 ABOVE DESCRIBED, AND TO GOVERNMENTAL AUTHORITIES. Property Address: 780 21st Ct, Vero Beach, FL 32962

5. **Sale of Property.** If the total sum with interest at the rate described in Paragraph 2 and all costs accrue subsequent to this Judgment are not paid, the clerk of this court must sell the property at public sale on **DECEMBER 7, 2026** to the highest bidder for cash, except as prescribed in paragraph 6, by electronic sale at Indian River beginning at 10:00 AM www.indian-river.realforeclose.com 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.

6. **Costs.** Plaintiff shall 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 shall 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 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 2 from this date to the date of the sale; and by retaining any remaining amount pending the 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. **Attorney's Fees.** The requested attorneys' fees are two flat-rate fees of \$6,360.00 and \$4,350.00, totaling \$10,710.00. 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, if applicable writs of possession and such supplemental relief or judgments as may be appropriate including but not limited to any additional corporate advances to protect the asset.

12. Jurisdiction of this action is retained for a supplemental complaint to add an omitted party or lien(s) or remedy other defects post-judgment, or enter an Order to determine additional costs and/or the amount of the assessment owed to any 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. 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. Plaintiff is entitled to bid any amount at the foreclosure sale, including an amount in excess of its bid credit.

17. On or before the date of sale, Plaintiff may file an Affidavit of Additional Costs and Interest without further order of this Court.

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, 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 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 – PORT ST. LUCIE OFFICE, 10570 S. U.S. HIGHWAY 1, THIRD FLOOR, PORT ST. LUCIE, FL., 34952, (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 – PORT ST. LUCIE OFFICE, (772) 466-4776, FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

DONE AND ORDERED on July 29, 2026 at Vero Beach, Indian River County, Florida.

eSigned by Judge Cynthia L. Cox 07/29/2026 2:27 pm
CYNTHIA L. COX, Circuit Judge

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

Lawrence Barsky, Esq. Tromberg, Miller, Morris & Partners, PLLC, 600 West Hillsboro Boulevard, Suite 600 Deerfield Beach, FL 33441, eservice@tmppllc.com
Max R. Karyo, Esq., karyolaw@gmail.com

COUNSEL FOR PLAINTIFF SHALL IMMEDIATELY SERVE A COPY OF THIS ORDER ON THE FOLLOWING PARTIES AND FILE A CERTIFICATE OF SERVICE IN THIS COURT FILE:

United States of America on Behalf of Secretary of Housing And Urban Development c/o US Attorney's Office, 99 NE 4th Street, 13th Floor, Miami, FL 33132
Unknown Tenant #1 N/K/A Gina Senegal, 780 21st Ct., Vero Beach, FL 32962