

Filing # 258111587 E-Filed 09/29/2026 02:45:14 PM

IN THE CIRCUIT COURT OF THE 19th JUDICIAL CIRCUIT
IN AND FOR INDIAN RIVER COUNTY, FLORIDA

CASE NO. 31-2025-CA-000289

MICHELLE TUCKER AS TRUSTEE OF
THE LILLY SCHMIDMAYER TRUST
DATED JUNE 17, 2013,

Plaintiff,

v.

INTERTRADERONE LLC, a Delaware
limited liability company; MANUEL
CHAVEZ PRADO, SR., Individually;
GRAND HARBOR COMMUNITY
ASSOCIATION, INC., a Florida not for
profit corporation; THE FALLS AT GRAND
HARBOR PROPERTY OWNERS
ASSOCIATION, INC., a Florida not for
profit corporation; JOHN DOE and JANE
DOE, as Unknown Tenants; and any
unknown heirs, devisees, grantees,
creditors, and other unknown persons,
unknown entities, unknown parties or
unknown spouses claiming by, through or
under any of the above-named
Defendants,

Defendants,

_____ /

AMENDED CONSENT FINAL JUDGMENT OF FORECLOSURE

THIS ACTION came before the Court for hearing on the Motion To Amend and Reschedule Sale on **September 23, 2026** and on the evidence presented and being otherwise duly advised in the premises,

IT IS ORDERED AND ADJUDGED that:

1. Motion Granted. A Joint Stipulation (DE 57) and Consent Final Judgment (DE 58) was entered herein on September 19, 2025. The Defendant subsequently filed bankruptcy. The foreclosure sale was cancelled and additional fees and expenses were incurred. There is no dispute of material facts and Plaintiff's motion for summary judgment is granted as to Defendants INTERTRADERONE LLC, MANUEL CHAVEZ PRADO, SR., GRAND HARBOR COMMUNITY ASSOCIATION, INC., THE

FALLS AT GRAND HARBOR PROPERTY OWNERS ASSOCIATION, INC. 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. Value of Claim. At the initiation of this action, in accordance with Fl. Stat. § 28.241(1)(a)2.b, Plaintiff estimated the amount in controversy of the claim to be **\$350,000.00**. In accordance with Fl. Stat. § 28.241(1)(a)2.c, the Court identifies the actual value of the claim to be **\$473,555.87**, 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 Fl. Stat. § 28.241(1)(a)2.d 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 (5) 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, Michelle Tucker as Trustee of the Lilly Schmidmayer Trust Dated June 17, 2013, 8500 Royal Palm Blvd., Apt. E454, Pompano Beach, FL 33065, is due:

Principal	\$ 350,000.00
Interest on the note and mortgage from 2/1/2025 to 9/24/2025 Per diem interest \$175.00	\$ 41,300.00
Interest on the note and mortgage from 9/25/2025 to 7/17/2026 Per diem interest \$175.00	\$ 51,800.00

Title search expense	\$ 250.00
Attorneys' fees	
Finding as to reasonable number of hours 25.40	
Finding as to reasonable hourly rate \$450.00	

Additional Attorneys' Fees

 Finding as to reasonable number of additional hours 34.20
 Finding as to reasonable hourly rate \$450.00

Attorneys' fees total	\$ 26,820.00
-----------------------	--------------

Court costs	
Filing fee	\$ 2,203.00

Service of Process	\$ 562.40
Additional Costs	
Postage	\$.69
Federal Express	\$ 61.15
Expert fee for Affidavit	\$ 40.00
Additional Court Costs:	
Filing Fees	\$ 199.00
Publication- Notice of Sale	\$ 244.63
November 24, 2025 Sale	
Expert Affidavit	\$ 25.00
Re-Open Fee	\$ 50.00
TOTAL	\$ 473,555.87

4. **Interest.** The total amount in paragraph 3 must 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:

LOT 84, THE FALLS III AT GRAND HARBOR, PLAT 32, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 29, PAGE(S) 28, PUBLIC RECORDS OF INDIAN RIVER, COUNTY, FLORIDA.

6. **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 **OCTOBER 28, 2026** 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, 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 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.

7. 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.

8. 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.

9. 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 Protecting 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. 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 Tenants 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. Attorneys' Fees. The Court finds, based upon the affidavits/testimony presented and upon inquiry of counsel for the Plaintiff that 59.60 total hours were reasonably expended by Plaintiff's counsel and that an hourly rate of \$450.00 is reasonable and commensurate with fees/rates charged within the community. This

finding reflects the Court's reduction of the additional attorney's fees sought, as set forth in the Court's separate Order Granting in Part Plaintiff's Motion to Amend, which disallowed non-taxable travel time, duplicative work, and excessive time. Plaintiff's counsel represented that the attorney's fees awarded do not exceed its contract fee with the Plaintiff. The court finds that there are no *Rowe* multiplier reduction or enhancement factors for consideration by the court under *Florida Patients Compensation Fund v. Rowe*, 472 So. 2d 1145 (Fla. 1985).

12. 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.

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 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 – 10570 S. US HIGHWAY 1, THIRD FLOOR, PORT ST. LUCIE, FLORIDA 34952, 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 SERVICE – TREASURE COAST OFFICE, (772) 466-4766, FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

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.

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

eSigned by Judge Cynthia L. Cox 09/29/2026 2:12 pm

CYNTHIA L. COX, CIRCUIT JUDGE

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

Marni L. Avidon, Esq., Counsel for Plaintiff, avidon@kolawyers.com;
Ayana Cruz, Attorney for Defendants Intertraderone LLC and Manuel Chavez, Vanstone Law Firm, LLC, 2100 Constitution Blvd., Suite 116, Sarasota, Florida 34231, acruz@vanstonelaw.com and eservice@vanstonelaw.com
Jacob E. Ensor, Esq., Attorney for Defendant, Grand Harbor Community Association, Inc., Post Office Box 2401, Stuart, FL 34995, foreclosures@reblawpa.com; and
Charles W. McKinnon, Attorney for The Falls at Grand Harbor Property Owners Association, Inc. McKinnon & Hamilton, PLLC, 3055 Cardinal Drive, Suite 302, Vero Beach, Florida 32963, sjewmlaw@bellsouth.net