

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

CASE NO.: 31-2013-CA-000087

FILED
BY CP 2-17-14 ST CLERK OF COURT

SERGIO CONCEPCION, an individual,

Plaintiff,

vs.

BARON REAL ESTATE HOLDINGS AND
INVESTMENTS, LLC, a dissolved Florida
limited liability company; THEODORE J.
LEOPOLD, an individual; ROSLYN R.
LEOPOLD, an individual; MBV
ENGINEERING, INC., a Florida corporation;
GREENVIPES, INC., a Florida corporation,
a/k/a GREEN VIPES, INC., a Florida
corporation; ELI BARON, an individual;
JULIE CULP BARON, an individual, A/K/A
JULIE C. BARON, an individual; BARON
HOLDINGS LLC, a Florida limited liability
company; and DAVID CHIPRUT, an
individual,

Defendants.

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FINAL JUDGMENT OF FORECLOSURE

This action was heard before the court on the plaintiff's Motion for Summary Final Judgment on **February 17, 2014** and finds that the parties entered into a Mediated Settlement Agreement on October 22, 2013 and a default of the agreement, withdrawal of defenses and joint stipulation to entry of final judgment as provided therein and on the evidence presented, it is

ORDERED AND ADJUDGED as follows:

1. **Amounts Due.** Plaintiff, Sergio Concepcion, whose address is 7140 SW 40 Street, Miami, FL 33155, is due:

A.	Principal Balance due under the Loan Documents as of February 17, 2014:	\$ 520,000.00
B.	Accrued Non-Default Interest from March 1, 2012 through August 31, 2012 (184 days x \$99.73 per diem at rate of 7% per annum): <u>Per Diem Calculation:</u> \$520,000.00 principal balance/365 days x 0.07 = \$99.73 per diem	\$ 18,350.32
C.	Accrued Default Interest from September 1, 2012 through February 17, 2014 (535 days x \$356.16 per diem at rate of 25% per annum): <u>Per Diem Calculation:</u> \$520,000.00 principal balance/365 x 0.25 = \$356.16 per diem	\$ 190,545.60
D.	Accumulated Late Charges as of January 15, 2013 (date of acceleration):	\$ 3,033.30
	Subtotal:	\$ 731,929.22
E.	Court Filing Fees:	\$ 2,574.14
F.	Service of Process: Service of Process at \$100.00 per defendant	\$ 360.00
G.	Additional Cost - Evidence of Status of Title/Updates:	\$ RESERVED
H.	Additional Cost - Lien Searches:	\$ RESERVED
I.	Attorneys' Fees: Finding as to reasonable number of hours: <u>83.55</u> Finding as to reasonable hourly rate: \$305.6643 (average)	\$ RESERVED
	TOTAL AS OF FEBRUARY 17, 2014:	\$ 734,863.36

2. **Interest.** The total amount in paragraph 2 shall bear interest from this date forward at the statutory rate, currently 4.75%.

3. **Lien on Property.** Plaintiff holds a lien for the total sum superior to all claims or estates of defendant(s), on the following described property in Indian River County, Florida:

See Exhibit "A" attached hereto

Property address: 12576 Highway A1A, Vero Beach, FL 32963.

4. **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 shall sell the property at public sale on **MARCH 31, 2014** 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, and shall proceed regardless of whether plaintiff, a plaintiff's representative, or plaintiff's counsel is present. All orders postponing or canceling the sale must be filed with the clerk of court no later than 5:00 p.m. two business days before the sale date. Counsel for plaintiff must be certain that the clerk has the original proof of publication of the notice of sale on file no less than three business days before the sale date. Failure to file the original proof of publication of the notice of sale will not stop the sale, however the certificate of sale will not issue until the original proof of publication of notice of sale is filed. The failure of plaintiff's counsel to 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. If the original proof of publication of the notice of sale is not filed with the clerk within ten calendar days after the sale, an order will be entered directing the plaintiff to show cause why the sale should not be vacated and the**

case dismissed with or without prejudice. The fact that an attorney has a high volume practice will not be a showing of good cause. 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.

5. **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 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, the clerk shall credit plaintiff's bid with the total sum 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.

6. **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; 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.

7. **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 shall be foreclosed of all estate or claim in the property, except as to claims or rights under chapter 718 or chapter 720, Florida Statutes, if any.

8. **Right of Possession.** Upon the filing of the certificate of title, the person named on the certificate of title shall be let into possession of the property, subject to the provisions of the "Protecting Tenant At Foreclosure Act of 2009".

9. **Jurisdiction Retained.** Jurisdiction of this action is retained to enter further orders that are proper including, without limitation, a deficiency judgment.

10. **Assignment of Judgment.** Plaintiff shall have and is hereby given leave to bid at the foreclosure sale and to apply against any bid made by it the amount awarded in this Final Judgment of Foreclosure (the "Judgment"). Plaintiff shall have the right to assign this Judgment and the right to credit bid at the foreclosure sale and apply against any bid made the amount awarded to Plaintiff in this Judgment. In the event there is such an assignment, Plaintiff shall file a Notice of Assignment of Foreclosure Judgment with the Court that identifies the assignee, and the Clerk of the Court shall recognize the assignee as the owner of this Judgment with a right to credit bid the amount awarded herein, without further order of this Court. Plaintiff shall have the right to assign its successful bid at the foreclosure sale. In the event there is such an assignment, Plaintiff shall file a Notice of Assignment of Successful Bid with the Court that identifies the assignee, and the Clerk of the Court shall recognize the assignee as the owner of the successful bid and the party to be named in the Certificate of Title to be issued by the Clerk of the Court, 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 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, INDIAN RIVER COUNTY CLERK OF THE COURT, 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, INC. 510 SOUTH US HWY 1, SUITE 1 FORT PIERCE, FL 34950 (772) 466-4766 EXT. 7024 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. (772) 466-4766 EXT. 7024 FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

DONE AND ORDERED in Indian River County, Florida, this 17th day of February, 2014.

CYNTHIA L. COX
Circuit Judge

Copies Furnished by U.S. Mail to:

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EXHIBIT "A"
SUBJECT PROPERTY

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY WHICH LIES EAST OF A1A: LOT 9, AMBERSAND BEACH SUBDIVISION NO. 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 76, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND PLAT BOOK 7, PAGE 8-A, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, SAID LAND NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA

TOGETHER WITH:

All tangible personal property, intangible personal property and fixtures described in the subject Loan Documents including, but not limited to that certain Mortgage Deed and Security Agreement, which instrument was recorded on December 20, 2007 in Official Records Book 2229, Page 10, Public Records of Indian River County, Florida; that certain Mortgage and Note Modification and Extension Agreement, which instrument was recorded on May 25, 2011 in Official Records Book 2500, Page 1206, Public Records of Indian River County, Florida; and that certain Second Mortgage and Note Modification Agreement, which instrument was recorded on October 10, 2011 in Official Records Book 2528, Page 932, Public Records of Indian River County, Florida; that certain UCC Financing Statement filed with the Florida Secured Transaction Registry on February 21, 2013 as Instrument No. 201308481347; and that certain UCC Financing Statement recorded in Official Records Book 2649 Page 765, as Instrument Number 3120130014736 of the Official Public Records of Indian River County, Florida