

**** OFFICIAL RECORDS ****
BK 1715 PG 1681

IN THE CIRCUIT COURT, IN AND
FOR SANTA ROSA COUNTY, FLORIDA

FILE# 9838206
RCD:OCT 1 1998 @ 9:20 AM

CASE NO. 98-1432-CA-01

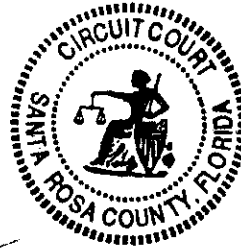
BANKER'S TRUST COMPANY OF CALIFORNIA,
N.A., as Trustee, on behalf of
Vendee Mortgage Trust 1994-2,

Plaintiff,

vs.

JEFFREY L. ELLIS [REDACTED];
TERRY M. ELLIS (SS#UNKNOWN); and any
unknown heirs, devisees, grantees,
creditors, and other unknown persons or
unknown spouses claiming by, through and
under any of the above-named Defendants,

Defendants.



SEP 29 3 56 PM '98
CLERK'S OFFICE

B&H File No:980082

SUMMARY FINAL JUDGMENT FOR FORECLOSURE

THIS ACTION came before the Court on Plaintiff's Motion for Summary Final Judgment and the Court, based upon the state of the record at the time of the hearing, finds that there is no material issue of fact or law and grants plaintiff's motion. It is therefore

ORDERED AND ADJUDGED:

1. JURISDICTION OVER THE PARTIES AND SUBJECT MATTER:

This Court has jurisdiction over foreclosure cases pursuant to Florida Statutes. Service of process has been secured upon all Defendants.

DEFENDANT	DATE SERVED	DATE DEFAULTED	DATE ANSWERED
JEFFREY L. ELLIS:			07/09/98
TERRY M. ELLIS:			07/09/98

2. THE DEBT AND ITS VALIDITY:

The note and mortgage sued upon by the Plaintiff constitutes a valid and superior lien to the interest of all Defendants upon the real estate encumbered thereby and therefore are established. The Mortgage and Note are in default as alleged in the Complaint.

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Plaintiff is entitled to foreclose its interests, liens, and encumbrances under said mortgage and have the proceeds of the sale applied in payment of the sums due Plaintiff.

3. **PLAINTIFF'S LIEN ON PROPERTY & SUPERIORITY:**

From the Affidavits in the file and the uncontested allegations of the Complaint, the correct legal description of the property is as shown below. Plaintiff has a lien upon the real estate hereinafter described and such lien and security interests are prior, paramount and superior to the right, title, interest, claims, liens, encumbrances and equities of all Defendants and all persons claiming any interest since the filing of the Lis Pendens in the property more particularly described as follows, to-wit:

Lot 14, Block 1, GEORGETOWN ESTATES, a Subdivision of a Portion of Section 28, Township 2 North, Range 28 West, Santa Rosa County, Florida, as recorded in Plat Book "C", Page 81, of the Public Records of Said County.

THIS JUDGMENT IS AGAINST JEFFREY L. ELLIS, TERRY M. ELLIS, AS RECORD TITLE OWNERS TO THE REAL PROPERTY HEREIN DESCRIBED. All other Defendants' interests are in the form of inferior liens to Plaintiff's Note and Mortgage. As such said liens are extinguished subject to any statutory right of redemption as outlined further in this Final Judgment.

4. **ATTORNEY'S FEES:**

The mortgage provides for Plaintiff's attorney's fees. Plaintiff has retained an attorney. The Court finds 12.1 hours have reasonably been expended by Plaintiff's attorney, as set forth on said attorney's Affidavit. Plaintiff has filed a supporting attorney's fee Affidavit by an independent attorney. The hourly fee of \$125.00 is a reasonable hourly fee. Below is the total fee awarded pursuant to Florida Patient's Compensation Fund v. Rowe, 472 So2d 1145 (Fla. 1985).

5. **DAMAGES:**

There is now due and owing to Plaintiff under the note and mortgage sued upon herein, the following sums of money, to-wit:

PRINCIPAL BALANCE DUE	\$40,909.43
Court Costs Due	889.08
Total Advances Due	753.78
Late Charges	165.36
PLUS REASONABLE ATTORNEY'S FEES	1,500.00
(\$125.00 per hours)	

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Interest on Principal Balance
 from August 1, 1997 to September 29, 1998
 (\$7.57 per diem) 3,215.31

TOTAL DUE

\$47,432.96
 =====

6. ADDITIONAL COSTS & ADVANCES:

6.1. Any third party bidder is responsible for paying the Registry Fee and Documentary Stamps. The Clerk shall compute the Registry Fee and Documentary Stamps and collect said amounts from the third party bidder. Also, additional advances made by Plaintiff such as real estate taxes, insurance, and superior mortgagee payments may be added upon filing of an affidavit listing them. Any such amount will be added to the total bid.

6.2. Additionally, the total sum due Plaintiff shall include publication of Notice of Sale costs, interest at the legal rate per Sect. 55.03, F.S. (1994), from the date of this Final Judgment to the date of sale. Said interest shall be applied in accordance with paragraph 5 above.

7. CLERK'S SALE:

7.1. DIRECTIONS TO SELL: Unless the Defendants shall, at any time prior to the sale of the real estate and other property and fixtures heretofore described, pay to the Plaintiff or its attorneys, the total sums found to be due Plaintiff, then said property shall be sold by the Clerk of the Court to the highest bidder for cash at public sale, free and clear of all right, title, interest, claim, lien, encumbrance, remainder, reversion, homestead, dower or equity of redemption whatsoever of the Defendants named herein, and all persons, firms or corporations claiming interest in said property subsequent to the filing of the Notice of Lis Pendens.

7.2. DATE: Said sale shall be held by the Clerk of this Court at the North front door of the Santa Rosa County Courthouse in Milton, Florida, on October 28, 1998, at 11:00 A.M., after the publication of notice thereof as required by Section 45.031 of the Florida Statutes, and promptly after such sale the Clerk shall complete and file a Certificate of Sale. If Plaintiff is the successful bidder at foreclosure sale it has the right to assign its bid by filing an Assignment of Bid form naming the party to which the bid has been assigned. The Clerk of the Circuit Court is to issue the Certificate of Title in accordance with Plaintiff's

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Assignment of Bid.

7.3. PLAINTIFF'S BID RIGHTS: Plaintiff is hereby given leave to bid at said sale and to apply against any bid made by it the amount found to be due Plaintiff in this Final Judgment. Section 45.031(2) F.S. requires that the high bidder post with the Clerk a deposit equal to five percent of the final bid or \$1,000.00, whichever is less. However, if the Plaintiff or its assignee is the successful bidder, they are excluded from the deposit requirement. In the event that the successful bidder fails to place the requisite deposit in accordance with Florida Statutes with the Clerk, said bid is void and sale shall go to the second highest bidder who shall also comply with said Statutes in relation to the required deposit.

7.4. CLERK'S DISBURSEMENT: Out of the proceeds arising from the sale, the Clerk shall retain their fee, then shall pay to the attorneys for Plaintiff the attorney's fees and Court costs allowed by this Court in this Judgment, and this shall be in a separate check made payable to Butler & Hosch, P.A., and mailed to 3185 S. Conway Rd., Ste. E, Orlando, Florida 32812. From the remainder of the proceeds, as far as they shall apply in satisfying the Plaintiff's remaining sum due, they are to send their check to Butler & Hosch, P.A., at the above address, and payable to Plaintiff.

7.5. SURPLUS FUNDS: If said real property and other property shall sell for more than enough to pay Plaintiff all sums due it, then the Clerk shall report any surplus proceeds to this Court. The Clerk of Court shall hold the surplus in the Registry of this Court. Thereafter, upon motion and notice of hearing to all parties, even those defaulted, the Court will adjudicate the rights thereto according to law and equity. GENERAL BANK v. WESTBROOK POINTE, INC., 548 So.2d 736, (Fla. 3rd DCA 1989).

7.6. PRESENCE OF PLAINTIFF AT SALE: The said sale shall not take place unless a representative of the Plaintiff is present. If there is no representative, then the sale shall be cancelled by the Clerk. The Plaintiff's attorney shall secure a new sale date. If a sale shall take place, it shall be null and void and no documents issued by the Clerk, except to inform this Court of what may have occurred.

7.7. If the Plaintiff is the purchaser at the sale, then, upon confirmation of the sale, whether by the Clerk filing the Certificate of Title herein or by order of the Court ruling upon objections to the sale, the said Plaintiff may permanently withdraw from the court file the original mortgage, the original promissory note and the original assignments of mortgage, (if the originals were filed) and the photocopies of same attached to the complaint shall hereafter be and stand in lieu thereof.

8. TITLE TO SUCCESSFUL BIDDER:

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If no objections to said sale are filed in this proceeding within ten days from the filing of the Certificate of Sale, the Clerk shall forthwith complete and file a Certificate of Title as prescribed by law, after which the sale of the real estate and other property and fixtures shall stand confirmed as certified by the Clerk. Title shall pass fully and completely to the purchaser named in the Certificate of Title free and clear of any right, title, interest, estate, claim or equity of redemption of the Defendants or any person claiming by, through or under them or any person claiming any interest in said real estate or other property and fixtures herein ordered to be sold shall stand confirmed as certified by the Clerk. Title to the real estate and other properties sold shall pass fully and completely to the purchaser named in the Certificate of Title, free and clear of any right, title, interest, estate, claim or equity of redemption of the Defendants or any person claiming by, through or under them or any person claiming any interest in said real estate or other property and fixtures since the filing of the Notice of Lis Pendens herein. Plaintiff, if successful bidder at the foreclosure sale, may assign its Bid by filing a Notice of Assignment and the Clerk of the Court shall issue the Certificate of Title to said assignee without further Order of Court.

9. **WRITS OF POSSESSION ISSUANCE:**

9.1. After the Certificate of Title is issued by the Clerk of this Court, then the Clerk shall issue upon further Order one or more Writs of Possession. The Writs of Possession shall put the buyer at the foreclosure sale in possession of the land and property which was sold on the Courthouse steps. The Writs of Possession shall be in the name of the successful bidder. The address for which the Writ of Possession shall be issued is 244 Queen St., Milton, Florida 32570.

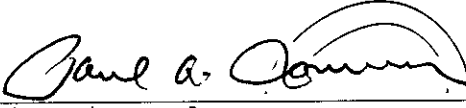
10. **COMPLIANCE WITH FLORIDA STATUTES CHAPTER 55**

Pursuant to Florida Statutes Chapter 55 the following is the address of the Plaintiff: 6400 Legacy Drive, Plano, Texas 75024

11. **RETENTION OF JURISDICTION:**

This Court retains jurisdiction for the purpose of making any further orders and judgments as may be necessary and appropriate herein.

DONE AND ORDERED in Chambers at Milton, Santa Rosa County, Florida this 29th day of September, 1998.


Circuit Judge

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Copies to:

Robert H. Hosch, Jr., Esquire, 3185 S. Conway Rd., Ste. E., Florida
32812, Attorney for Plaintiff B&H#980082

John L. Miller, Esquire, P.O. Box 605, Milton, FL 32570, Attorney
for Jeffrey L. Ellis and Terry M. Ellis

COPIES MAILED TO PARTIES
AND/OR COUNSEL THIS 30
DAY OF Sept, 1998
SV

SANTA ROSA COUNTY, FLORIDA
MARY M JOHNSON, CLERK

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