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**IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA**

CASE NO. CACE23002920 DIVISION: 11 JUDGE: Garcia-Wood, Marina (11)

SPECIALIZED LOAN SERVICING LLC

Plaintiff(s) / Petitioner(s)

v.

DAVID J SCHOEDL, et al

Defendant(s) / Respondent(s)

**CONSENT FINAL JUDGMENT OF FORECLOSURE (CONSENT AS TO DAVID
SCHOEDL)**

THIS CAUSE came before the Court on Plaintiff's Motion for Summary Judgment on February 5, 2024. After reviewing the relevant portions of the Court File, the evidence presented and hearing from those present and being otherwise fully informed in the premises, the Court hereby makes the following Finding of Fact and Order Granting Plaintiff's Motion for Summary Judgment of Foreclosure.

I. FINDINGS OF FACT - Plaintiff has offered competent substantial evidence that:

- A. The mortgage sought to be foreclosure in this action is a valid lien on the subject property;
- B. Plaintiff is the holder or owner of the Note and is entitled to enforce the mortgage;
- C. The subject loan is in default, as the payment due on May 1, 2020, and all subsequent payments, have not been made;
- D. Plaintiff has accelerated the amount due; and
- E. The amounts due Plaintiff are set forth below.

II. CONCLUSIONS OF LAW

A. The Applicable Law Of Summary Judgment.

Effective May 31, 2021, summary judgment in Florida is to be construed and applied in accordance with the standard articulated by the Supreme Court of the United States in *Celotex Corp. v. Catrett*, 477 U.S. 317 (1986); *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242 (1986); and *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574 (1986). *In re Amendments to Florida Rule of Civil Procedure 1.510*, 309 So.3d 192 (Fla. 2020) (the "federal standard") Under the Celotex standard, the movant on a motion for summary judgment is not required to affirmatively disprove the nonmoving party's theory of the case in order to eliminate any issue of fact. *Id.* at 193. Rather, the extent of the moving party's burden varies depending on who bears the burden of proof at trial. *Id.*

Further, Florida courts are no longer required to deny summary judgment under a 'slightest doubt' analysis as to whether a genuine issue of fact is raised. *Id.* Instead, the evidence must be such that a reasonable jury could return a verdict for the nonmoving party. *Id.* "When opposing parties tell two different stories, one of which is blatantly contradicted by the record, so that no reasonable jury could believe it, a court should not adopt that version of the facts for purposes of ruling on a motion for summary judgment." *Id.* Citing: *Scott v. Harris*, 550 U.S. 372, 380, 127 S.Ct. 1769, 167 L.Ed.2d 686 (2007).

Summary Judgment is appropriate when "there is no genuine issue as to any material facts and that the moving party is entitled to judgment as a matter of law." Fla.R.Civ.P. 1.510(a). The non-moving party must point to a specific fact that creates a genuine issue requiring a decision by the trier of fact. *Celotex Corp. v. Catrett*, 477 U.S. 317 (1986).

B. Plaintiff's Prima Facie Case

"The elements of a foreclosure complaint are: 1) an agreement, 2) a default, 3) an acceleration of the amount due, and 4) the amount due." See *Black Point Assets, Inc. v. Fed. Nat'l Mortg. Ass'n*, 220 So. 3d 566, 568 (Fla. 5th DCA 2017). Plaintiff offered competent substantial evidence to prove each of these elements, and in the absence of competent evidence from the Defendant, summary judgment is appropriate. *Id.*, at 569.

ORDERED AND ADJUDGED as follows:

1. Final judgment is entered for Plaintiff, US BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR VRMTG ASSET TRUST , against Defendant(s): DAVID J. SCHOEDL A/K/A DAVID JOHN SCHOEDL; UNKNOWN TENANTS/OWNERS 1 N/K/A SETH SCHOEDL.

2. **Amounts Due and Owing.** Plaintiff, SPECIALIZED LOAN SERVICING LLC, is due:

Principal	\$215,578.32
Accrued interest 04/01/2020 to 10/07/2023	\$30,322.53
Per diem interest at \$23.6250 from 10/08/23 to 2/5/24	\$2,858.63
Escrow Advanced	\$33,772.85
Attorneys' Fees:	
Finding as to reasonable number of hours for flat rate billing: 20	
Finding as to reasonable hourly rate for flat rate billing:	
\$230.00 *\$4,600.00*	
Finding as to reasonable number of hours for litigation billing:	
5.25	
Finding as to reasonable hourly rate for litigation billing:	
\$275.00 *\$1,443.75*	
Attorneys' Fees Total	\$6,043.75

* (The requested attorney's fee is a flat rate fee that the firm's client has agreed to pay in this matter. Given the amount of the fee requested and the labor expended, the Court finds that a lodestar analysis is not necessary and that the flat fee is reasonable.)

Court Costs:

Filing Fee	\$911.00
Service of Process	\$237.00
Issuance of Summons	\$35.00
SUBTOTAL	\$289,759.08

Additional Costs:

Property Inspections	\$455.00
SUBTOTAL	\$290,214.08
Less Suspense (unapplied) Credit	(\$190.92)
GRAND TOTAL	\$290,023.16

3. **Interest.** The grand total amount referenced in paragraph 2 shall bear interest from this date forward at the prevailing statutory legal rate of interest, which is presently 9.09% per year.

4. **Lien on Property.** Plaintiff, whose address is 55 BEATTIE PLACE, SUITE 100 GREENVILLE, SC 29601, holds a lien for the grand total sum superior to all claims or estates of the Defendant(s) on the following described property in Broward County, Florida:

LOT 8, BLOCK LL OF CYPRESS RUN, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 93, PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Property address: 1448 NW 112TH WAY, CORAL SPRINGS, FL 33071.

5. **Sale of Property.** If the grand total sum with interest at the rate described in paragraph 3, and all costs accrued subsequent to this judgment are not paid, the Clerk of this Court shall sell the property at public sale on **May 7, 2024**, at 10:00 A.M. to the highest bidder for cash, except as prescribed in paragraph 6, in accordance with section 45.031, Florida Statutes. Sales are held on-line at www.broward.realforeclose.com.

6. **Costs.** Plaintiff shall advance all costs of this action and shall be reimbursed for them by the Clerk if Plaintiff is not the purchaser of the property, provided, however, that the purchaser of the property for sale shall be responsible for documentary stamps affixed to the certificate of title. If Plaintiff is the purchaser, the Clerk shall credit Plaintiff's bid with the grand 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.

7. **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 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 3 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 Possession.** On the filing of 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, Fla. Stat., if any. Upon filing of the Certificate of Title, the person named on the Certificate of Title shall be let into possession of the property.

9. **Jurisdiction.** The Court retains jurisdiction of this action to enter further orders that are proper, including without limitation, orders authorizing writs of possession; an award of additional costs or attorney's fees; to enter a deficiency judgment against those parties who may be personally liable and not discharged in bankruptcy, except as may otherwise be provided in this judgment; to enter a reforeclosure or supplemental judgment/order to correct errors or omissions in this foreclosure action; or to determine the amounts due any association under §718.116 or §720.3085.

The Court also reserves jurisdiction so that in the event additional sums are expended by Plaintiff to protect its interest in the property after the execution of its affidavit of indebtedness filed in support of summary judgment or entry of this judgment including, but not limited to, real estate taxes, hazard insurance, property preservation, or other necessary costs, Plaintiff may file an affidavit setting forth such expenditures and the Court may enter an order awarding Plaintiff the amount expended and add it to the grand total amount due under this final judgment, or if the property has been redeemed by payment of the judgment the Court can enter a new foreclosure judgment for the amount expended.

**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 LIEN HOLDER 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, 201 S.E. 6TH STREET, FT. LAUDERDALE, FLORIDA (TELEPHONE: 954-831-6565 OR 954-712-7899), 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.

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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 Legal Aid Service of Broward County, Inc-Plantation-954-765-8950, 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 Legal Aid Service of Broward County, Inc-Plantation-954-765-8950, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

DONE AND ORDERED in Chambers at Broward County, Florida on 6th day of February, 2024.

 CACE23002920 02-06-2024 8:21 PM

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Hon. Marina Garcia-Wood

CIRCUIT COURT JUDGE

Electronically Signed by Marina Garcia-Wood

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