

IN THE CIRCUIT COURT OF THE 17H JUDICIAL
CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA
CIVIL DIVISION
CASE NO: CACE17001267

SHORELINE RESORTS, INC., a
Florida Corporation,
Plaintiff,

vs.

VALISMA R. COOKS, *et. al.*,
Defendants.

FINAL JUDGMENT OF FORECLOSURE

THIS CAUSE having come before the Court on Plaintiff's Motion for Summary Final Judgment, the Court having considered the pleadings and proofs filed herein, that the Clerk of the Circuit Court has duly and regularly entered defaults against Defendants, **VALISMA R. COOKS; JANNA K. VANALLSBURG and THOMAS M. HANVEY; JACKIE BROWN; and CANADA HOUSE BEACH CLUB WEST CONDOMINIUM ASSOCIATION, INC., a Florida Non-Profit Corporation**, and that the Defendants have been provided notice upon this motion, and that the Plaintiff is entitled to such Judgment as a matter of law, it is hereby

ORDERED AND ADJUDGED as follows:

1. Plaintiff's Motion for Summary Final Judgment of Foreclosure is hereby granted.
2. The Court has Jurisdiction over the subject matter hereof and the parties hereto, and the equities herein are with the Plaintiff.
3. Judgment against Defendants, **VALISMA R. COOKS; JANNA K. VANALLSBURG and THOMAS M. HANVEY; JACKIE BROWN; and CANADA HOUSE BEACH CLUB WEST CONDOMINIUM ASSOCIATION, INC., a Florida Non-Profit Corporation**, is hereby granted and entered against the Defendants in the amount of the principal balance on the notes, with interest from the Defendants' date of default, through the dates set forth in the Verified Complaint, as set forth below. In connection with Plaintiff's mortgage encumbering the Assigned Weeks and Units of CANADA HOUSE BEACH CLUB, unidentified in the following table and legally described in Paragraph 4 hereof:

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<u>Defendant(s)</u>	<u>week/unit</u>	<u>Amount(s)</u>
VALISMA R. COOKS		\$3,277.87 Principal
		<u>\$4,194.05</u> Int. \$1.61/day
		\$7,471.92
JANNA K. VANALLSBURG		\$2,116.80 Principal
THOMAS M. HANVEY		<u>\$1,427.92</u> Int. \$1.04/day
		\$3,544.72
JACKIE BROWN		\$2,217.66 Principal
		<u>\$1,296.01</u> Int. \$1.09/day
		\$3,513.67
<hr/> TOTAL AMOUNT:		<hr/> \$14,530.31

4. Plaintiff holds a lien for the sums specified in Paragraph 3 above, superior in dignity to any right, title, interest or claim of the Defendants herein, upon the mortgaged Week(s) and Unit(s) identified for each of the Defendants herein foreclosed, all of which are situated in Broward County, Florida, and described as follows:

A fee interest in real property situated and located in Broward County, Florida and legally described as:

**Assigned Unit Week 26 and Assigned Unit 2015 Annual
 Assigned Unit Week 18 and Assigned Unit 1005 Annual**

All of CANADA HOUSE BEACH CLUB WEST, A CONDOMINIUM, according to the Declaration of Condominium thereto, as recorded at Official Records Book 10756, at Pages 75-214 of the Public Records of Broward County, Florida, as amended from time to time (the "Declaration").

Assigned Unit Week 20 and Assigned Unit 307 Annual

All of CANADA HOUSE BEACH CLUB, A CONDOMINIUM, according to the Declaration of Condominium thereto, as recorded at Official Records Book 9435, Pages 833-979 of the Public Records of Broward County, Florida, as amended from time to time (the "Declaration").

including the building and appurtenances located therein, together with the fixtures situate therein and located thereon.

5. If the total sum with interest at the rate of 4.97% per annum and all costs accrued subsequent to this judgment are not paid, the clerk of this court shall sell the property at public sale on to the highest bidder for cash, on May 9th, 2017, in accordance with section 45.031, Florida Statutes, using the following:

☒ By electronic sale beginning at 10:00 a.m. on the prescribed date at WWW.BROWARD.REALFORECLOSE.COM

6. Pursuant to §721.83(3), Florida Statutes, Plaintiff shall only be charged and pay to the Clerk one (1) sale fee of \$70.00 for the public sale of all timeshare weeks and units described in this Final Judgment. The time share interest of all the defendants shall not be sold individually, but shall be sold in one batch. However, if individual units are dismissed from this case by further order of the Court, or if individual units must not proceed to sale due to a bankruptcy by a Defendant, the sale shall continue as to all other timeshare weeks in this judgment as one batch. In other words, the removal of individual timeshare weeks from the sale shall not operate to cancel the sale as to the other timeshare units or to separate the units into individual sales. As a result of the sale, only one Certificate of Sale and one Certificate of Title shall issue, listing all the Assigned Weeks and Units identified herein. In addition, should the timeshare interest be purchased by a third party, and that third party, then forfeits the purchase, the winning bid shall then default to Plaintiff as winning bidder at the foreclosure sale.

7. 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 purchase 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.

8. 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 5 from this date to the date of the sale; and by retaining any remaining amount pending the further order of this court.

9. 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. Upon the filing of the certificate of title, the person named on the certificate of title shall be let into possession of the property.

10. Jurisdiction of this action is retained to enter further orders that are proper and to allow for a supplemental proceedings through a supplemental complaint to add a party or claim.

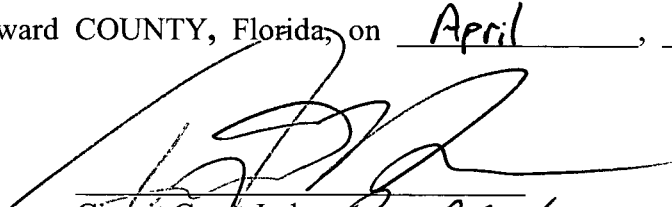
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11. If the Plaintiff is the successful bidder at the sale, the Plaintiff's rights as such may be assigned to a third party and, in that event, the Clerk of this Court is hereby ordered and directed to issue the Certificate of Title to the Plaintiff's assignee upon application of the Plaintiff and 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.

ORDERED at FORT LAUDERDALE, Broward COUNTY, Florida, on April, 3rd, 2017.


Circuit Court Judge *David A. Hammer*

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VALISHA R COOKS; JANNA K. VANALLSBURG; THOMAS M. HANVEY; JACKIE BROWN
C/O BGI REGISTERED AGENTS, INC.
5405 DIPLOMAT CIRCLE, SUITE 106
ORLANDO, FL 32810

CANADA HOUSE BEACH CLUB WEST CONDOMINIUM ASSOCIATION, INC., a Florida Non-Profit Corporation,
C/O DENISE A. LUHMAN, REGISTERED AGENT
1704 N. OCEAN BLVD
POMPANO BEACH, FL 33062

GM Matter No. 01759.0026/COOKS