

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT
IN AND FOR MONROE COUNTY, FLORIDA
CIVIL ACTION

Doc# 1744875
Bk# 2415 Pg# 1990

U.S. BANK, NATIONAL ASSOCIATION
SUCCESSOR-IN-INTEREST TO WACHOVIA
BANK, N.A. AS TRUSTEE OF JPM ALT 2005-S1,
Plaintiff,

vs. CASE NO. 44-2008-CA-000258-K
DIVISION

ALLAN C. DINGMAN; CATHERINE R. DINGMAN;
SEMINARY COURT CONDOMINIUM ASSOCIATION, INC.
TENANT #1 N/K/A JOHN WHITE, TENANT #2, TENANT #3,
and TENANT #4
Defendant(s).

FILED FOR RECORD
2009 JUN -2 AM 9:06
DANNY L. KOLHAGE
CLERK OF COURT
MONROE COUNTY, FLORIDA
SPACE FOR RECORDING
ONLY F.S. §695.26

FINAL SUMMARY JUDGMENT OF MORTGAGE FORECLOSURE

THIS CAUSE having come to be heard on May 22, 2009 on the MOTION FOR FINAL SUMMARY JUDGMENT OF MORTGAGE FORECLOSURE INCLUDING A HEARING TO TAX ATTORNEYS' FEES AND COSTS filed on behalf of U.S. BANK, NATIONAL ASSOCIATION SUCCESSOR-IN-INTEREST TO WACHOVIA BANK, N.A. AS TRUSTEE OF JPM ALT 2005-S1, hereinafter referred to as Plaintiff, and the Court having reviewed the pleadings and affidavits filed by Plaintiff, having heard argument of counsel, and being otherwise fully advised in the premises:

ORDERS AND ADJUDGES as follows:

1. Service of process has been duly and regularly obtained over ALLAN C. DINGMAN; CATHERINE R. DINGMAN; SEMINARY COURT CONDOMINIUM ASSOCIATION, INC.; TENANT #1 N/K/A JOHN WHITE, TENANT #2, TENANT #3, and TENANT #4 hereinafter referred to as "Defendants."
2. The equities of this action are in favor of Plaintiff; Plaintiff is entitled to foreclose and enforce the Mortgage Note and Mortgage. Plaintiff is due:

FILE_NUMBER: F08009093

DOC_ID: M002400



0.00 *

543,764.28 +
60,941.33 +
706.92 +
210.00 +
17,283.92 +
175.00 +
150.00 +
259.00 +
725.00 +
1,200.00 +
625,415.45 *

UNPAID PRINCIPAL BALANCE	\$543,764.28
INTEREST ON THE NOTE AND MORTGAGE FROM 10/01/2007 TO 05/22/2009	60,941.33
PRE-ACCELERATED LATE CHARGES THROUGH February 04, 2008	706.92
PROPERTY INSPECTIONS	210.00
TAXES	17,283.92
TITLE SEARCH EXPENSES	175.00
TITLE EXAMINATION FEE	150.00
FILING FEE	259.00
INVESTIGATION/SERVICE OF PROCESS	725.00
ATTORNEY'S FEE	1,200.00
TOTAL	\$625,415.45

3. The Court finds, based upon Florida Statutes §702.065(2) (2006), the affidavits filed herein, inquiry of counsel for Plaintiff, and upon consideration of the legal services rendered, the complexity of the foreclosure action, the amount of time and labor reasonably expended by lawyers in the community in prosecuting routine mortgage foreclosure actions, Florida Default Law Group, P.L.'s, flat fee agreement with its client and Florida law, that the flat fee sought by Florida Default Law Group, P.L., is reasonable and awards a flat fee of One thousand, Two hundred and 00/100 Dollars (\$1,200.00).

4. Plaintiff holds a lien for the total sums set forth in Paragraph 2 superior to any claims, interests or estates of Defendant(s) ALLAN C. DINGMAN; CATHERINE R. DINGMAN; SEMINARY COURT CONDOMINIUM ASSOCIATION, INC.; TENANT #1 N/K/A JOHN WHITE, TENANT #2, TENANT #3, and TENANT #4 and any person or entities claiming by, through, under or against these defendant(s), with the exception of any special assessments that are superior pursuant to Florida Statutes §159 (2006) and/or Florida Statutes §170.09 (2006), on the following-described property located and situated in MONROE County, Florida:

UNIT NO. 1 OF SEMINARY COURT CONDOMINIUM TOGETHER WITH ALL APPURTENANCES THERETO, AS THE SAME ARE CONTAINED AND DEFINED IN THE DECLARATION OF CONDOMINIUM FOR THE CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 2068, PAGE 346, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

A/K/A 1226 SEMINARY STREET, KEY WEST, FL 330400000

5. If the total sum set forth in Paragraph 2, with interest at the rate prescribed by law (which is 8 percent per annum) and all costs of this action accruing subsequent to this Judgment, is not paid prior to the scheduled public sale, the Clerk of this Court shall sell the property described in Paragraph 4 at a public sale on July 1st, 2009, at 11:00AM, to the highest bidder for cash, except as hereinafter set forth, at FRONT STEPS OF MONROE COUNTY COURTHOUSE, KEY WEST, FLORIDA in MONROE County, Florida in accordance with Florida Statutes §45.031 (2006), provided, however, that such sale shall not be held in the absence of Plaintiff's attorney or its representative. The Clerk shall set a sale date between 20 to 35 days from the date of this Judgment.

6. Plaintiff shall advance all subsequent costs of this action in addition to any advances made to preserve its collateral and shall be reimbursed, without further Order of the Court, by the Clerk if Plaintiff is not the purchaser of the property. If Plaintiff is the purchaser, the bid may be assigned without further Order of this Court and the Clerk credit the Plaintiff's bid with the total sum set forth in Paragraph 2 above, together with interest as prescribed by law and costs accruing subsequent to this judgment as is necessary to pay the bid in full.

7. On filing the Certificate of Title with respect to the property described in Paragraph 4, 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 if Plaintiff is the successful bidder; third, Plaintiff's attorney's fees; fourth, the total sum due to Plaintiff, as set forth in Paragraph 2, less the items paid, plus interest at the rate prescribed by law from this date to the date of the sale to Plaintiff. The Clerk shall retain any amount remaining pending the further Order of this Court. Any amounts so retained are to be distributed to each Defendant, as determined by Order of this Court.

8. The successful bidder and purchaser at the foreclosure sale of the real property being foreclosed shall pay, in addition to the amount bid, any documentary stamps and Clerk's fee relating to the issuance of the Certificate of Title to be issued by the Clerk to the successful bidder and purchaser. At the time of the sale the successful high bidder shall post with the Clerk a deposit equal to five percent (5%) of the final bid. The deposit shall be applied to the sale price at the time of payment. If final payment is not made within the prescribed period, the Clerk shall re-advertise the sale as provided in this section, and pay all costs of the sale from the deposit. Any remaining funds shall be applied

toward the Judgment.

9. 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 lienholder claiming a right to funds remaining after the sale, you must file a claim with the Clerk no later than sixty (60) days after the sale. If you fail to file a claim, you will not be entitled to any remaining funds.

10. 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, MONROE County, 500 Whitehead Street, Key West, FL 33040, Phone: 305-1, within ten (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 Immigrant Advocacy Center - Miami Office (305)573-1106, Legal Services of Greater Miami, Inc. - Key West Office (305)292-3566, Legal Services of Greater Miami, Inc. - Main Office (305)576-0080, 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 Immigrant Advocacy Center - Miami Office (305)573-1106, Legal Services of Greater Miami, Inc. - Key West Office (305)292-3566, Legal Services of Greater Miami, Inc. - Main Office (305)576-0080, for assistance, you should do so as soon as possible after receipt of this notice.

11. On filing the Certificate of Sale Defendants' Right of Redemption as prescribed by Florida Statutes §45.0315 (2006), shall be terminated. On filing the Certificate of Title with respect to the property described in Paragraph 4 above, the Defendants named herein, and all persons claiming by, through, under or against them since the filing of Notice of Lis Pendens in this action, are foreclosed of all estate, interest or claim in the property described

in Paragraph 4, and the purchaser or purchasers at the sale shall be let into possession of the property. The Clerk of the Circuit Court is Ordered to issue a Writ of Possession upon demand by the purchaser or purchasers.

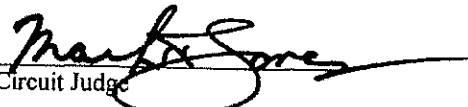
12. The Purchaser of the condominium unit at the judicial sale scheduled herein shall be responsible for assessments and other charges in accordance with Florida Statutes §718.116 (2006).

13. Jurisdiction over this action is retained to enter such further Orders to give Plaintiff adequate and complete relief as may be necessary and proper, including the entry of a deficiency decree if Plaintiff is not limited to in rem stay relief in an active bankruptcy case and/or if borrower(s) has not been discharged in bankruptcy or constructively served, together with additional attorney's fees, if appropriate.

14. Any Homeowner Association assessments which are owed are subject to the Association's rights pursuant to Florida Statute 720.3085 (2008).

DONE AND ORDERED in Chambers, in MONROE County, Florida, this 22 day of

May, 2009.


Circuit Judge

Copies furnished to:
Kristia M. Bared, Esquire
Florida Default Law Group, P.L.
P.O. Box 25018
Tampa, Florida 33622-5018

ALLAN C. DINGMAN
421 Cedar Street.
Westwood, CA 96137

CATHERINE R. DINGMAN
421 Cedar Street.
Westwood, CA 96137

SEMINARY COURT CONDOMINIUM ASSOCIATION, INC.
C/o Visano, Steve, R.a.
1226 Nseminary St
Key West, FL 33040