

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

U.S. BANK TRUST NATIONAL ASSOCIATION, AS
LEGAL TITLE TRUSTEE FOR TRUMAN 2016 SC6
TITLE TRUST,
Plaintiff,

CASE NO.: 31-2020-CA-000205

v.

LAURA SAUNDERS; EUGENE SAUNDERS
A/K/A EUGENE W. SAUNDERS; UNKNOWN
TENANT NO.1; UNKNOWN TENANT NO. 2;
and ALL UNKNOWN PARTIES CLAIMING
INTERESTS BY, THROUGH, UNDER OR AGAINST
A NAMED DEFENDANT TO THIS ACTION, OF
HAVING OR CLAIMING TO HAVE ANY RIGHT,
TITLE OR INTEREST IN THE PROPERTY HEREIN
DESCRIBED.

Defendants.

/

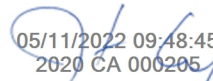
FINAL JUDGMENT FOR DEFENDANTS

THIS CAUSE having come before the Court on May 2, 2022, at Non-Jury Trial and the Court having taken the testimony of the parties and witnesses, in particular Anthony Younger, the corporate representative of Plaintiff, and Defendant, EUGENE SAUNDERS, and the Court having considered the twenty-one (21) Exhibits placed in Evidence by Plaintiff, and hearing argument of counsel and being otherwise fully advised in the premises, it is hereby ADJUDGED as follows:

1. Plaintiff's Notice of Default and Acceleration letter failed to substantially comply with Paragraph 22 of the subject Mortgage by stating a materially incorrect default date and a materially incorrect monetary amount to cure. In fact, Plaintiff failed to credit Defendants thirteen (13) monthly payments of \$523.47 from July, 2010 until August, 2011. Further, Plaintiff wrongfully rejected Defendants' attempts to make the August, 2011 Mortgage payment and placed them in foreclosure.

2. Based on the foregoing findings of fact and the procedural history of the foreclosure proceedings involving Defendants' Mortgage (Indian River County Case No.: 31 2012 CA 001106 and Indian River Case No.; 31 2017 CA 000235) the Court hereby Orders that the total Mortgage balance, to include any and all fees and costs is \$111, 654.63 as of May 2, 2022. Said sum shall be paid back by Defendants to Plaintiff pursuant to the terms and conditions of the Loan Modification Agreement between the parties dated June 8, 2010. Repayment shall commence June 1, 2022 with an initial principal, interest, taxes and insurance monthly payment of \$634.44.
3. The Court is exercising its specific equitable powers to mandate the above-ordered Mortgage terms.
4. The Court rules that Defendants are the prevailing parties in this matter and retains jurisdiction to enter any-and-all further Orders as necessary.


DONE and ORDERED in Chambers, in Vero Beach, Indian River County this DDDD


05/11/2022 09:48:45
2020 CA 000205
eSigned by JANET CARNEY CROOM (NOT) 05/11/2022 09:48:45 ldGTa7I2

Conformed Copies to:

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