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IN THE CIRCUIT COURT OF THE FOURTH
JUDICIAL CIRCUIT, IN AND FOR DUVAL
COUNTY, FLORIDA.

CASE No. 16-2012-CA-001595-XXXX-MA

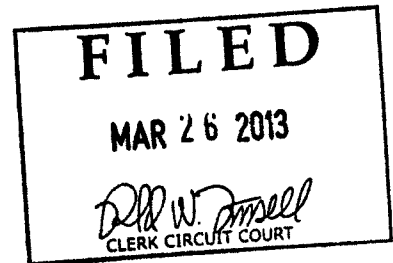
LVN CORPORATION,

PLAINTIFF,

VS.

SYLVIA L. PARKER, ET AL.

DEFENDANT(S).



MOTION FOR DEFAULT FINAL JUDGMENT OF FORECLOSURE
AND FOR AWARD OF ATTORNEY FEES AND COSTS

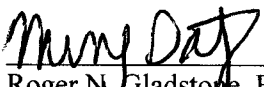
Plaintiff, pursuant to Rule 1.500 of the Florida Rules of Civil Procedure, moves this Court for the entry of a default judgment and in support of its motion states:

1. Defendant(s), Sylvia L. Parker, Willie D. Perry, Unknown Tenant #1 NKA Jonathan Parker, Carlson Enterprises, LLC, has failed to serve or file any paper since the filing of the Complaint.
2. Defaults have been entered against all defendants who failed to serve or file any paper as required by law.
3. There is no genuine issue as to any material fact in this action and plaintiff is entitled to a judgment as a matter of law for all relief sought in its complaint to foreclose mortgage.
4. The mortgagor has defaulted under the promissory note and mortgage being foreclosed as more particularly set forth in plaintiff's complaint.
5. Service of process has been properly perfected on defendant(s) herein.
6. Plaintiff is in possession of the original promissory note and will present the original promissory note to the court. *Verizzo v. Bank of New York*, 28 So. 3d 976 (Fla. 2d DCA 2010); *BAC Funding Consortium, Inc. v. Jean-Jacques*, 28 So. 3d 936 (Fla. 2d DCA 2010).
7. The Defendant Borrower(s) was properly sent notice prior to acceleration of the loan, and prior to the filing of the foreclosure action, pursuant to the terms of the Note and Mortgage. If the Note and the Mortgage provide that notice shall be given prior to acceleration, then providing notice constitutes a condition precedent to the foreclosure. *Frost v. Regions Bank*, 15 So.3d 905 (Fla. 4th DCA 2009); *Laurencio v. Deutsche Bank National Trust Company*, 65 So. 3d 1190 (Fla. 2d DCA 2011).

8. Plaintiff may assign its bid at the sale if Plaintiff is the successful bidder at the sale. Plaintiff is entitled to assign its common law and statutory rights as a matter of law. *VSOR Industries, Inc. v. Martin Properties, Inc.*, 919 So. 2d 554 (Fla. 4th DCA 2005).
9. Plaintiff will rely on the following matters of law to be argued in support of its motion for summary judgment:
 - a. that the record interests of the owner of the subject property and all those claiming under the owner are inferior and subordinate to the interest of plaintiff. *Jordan v. Sayre*, 24 Fla. 1, 3 So. 329 (1888);
 - b. that the plaintiff's purchase money mortgage takes priority over any other subsequent claims or liens attaching to the property through mortgagors, their successors, assigns, or tenants. *BancFlorida v. Hayward*, 689 So. 2d 1052 (Fla. 1997);
 - c. that the entire indebtedness secured by the mortgage held by plaintiff is due and collectible as a matter of law. *Van Huss v. Prudential Insurance Co. of America*, 123 Fla. 20, 165 So. 896 (1936); *Harmony Homes, Inc., v. United States ex rel. Small Business Administration*, 936 F. Supp. 907 (M.D. Fla. 1996), *aff'd* 124 F.3d 1299;
 - d. that under the provisions of the mortgage instruments securing the promissory note, plaintiff is entitled to collect, as a matter of law, costs and reasonable attorneys' fees incident to the collection of the indebtedness as well as any sums advanced by plaintiff to protect or prevent the impairment of its security interest. *American Securities Co. v. Goldsberry*, 69 Fla. 104, 67 So. 862 (1915), 1 A.L.R. 15; *Raskin v. Otten*, 273 So. 2d 433 (Fla. 3d DCA 1973).
10. Plaintiff incorporates in this motion, affidavit of non-military service, affidavit of indebtedness, affidavit of costs, and affidavit of attorney fees.

WHEREFORE plaintiff respectfully requests that this Court enter an order in accordance with the above motion.

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CERTIFICATE OF SERVICE

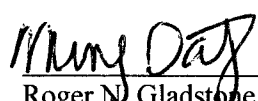
I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by United States mail on MAR 26 2013 to the following parties:

Sylvia L. Parker
5670 N. Fargo Dr.
Jacksonville, FL 32207

Willie D. Perry
5670 N. Fargo Dr.
Jacksonville, FL 32207

Unknown Tenant #1 NKA Jonathan Parker
5670 N. Fargo Dr.
Jacksonville, FL 32207

Carlson Enterprises, LLC
c/o Adolph W. Carlson, Reg. Agent
2373 Smooth Water Way S.
Jacksonville, FL 32246

 Mindy Datz
FBN: 068527

Roger N. Gladstone, Esq.
FBN 612324

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