

**WYNDHAM VACATION RESORTS, INC., F/K/A
FAIRFIELD RESORTS, INC., F/K/A FAIRFIELD
COMMUNITIES, INC. A DELAWARE
CORPORATION,**

**IN THE CIRCUIT COURT OF THE
FOURTEENTH JUDICIAL
CIRCUIT IN AND FOR BAY
COUNTY, FLORIDA**

Plaintiff,

vs.

CASE NO. 18000121CA

**EVANGELINE L. POTTS AND BARBARA
THOMPSON; DAMEN CUMMINGS; ROBERT
T. BENTON AND MELISSA S. BENTON; BRIAN
A. CORMIER AND DENISE CORMIER; TANYA
ROSS AND GEORGE ROSS JR.; GLADYS G.
BRACERO AKA GLADYS BRACERO AND
CARLOS M. RIVERA; GLADYS M.
KORNEGAY AND AMBER S. BROWN;
SERWIN F. KASTANEER AND SAFEIJA Z.
KASTANEER AKA SAFEIJA L. KASTANEER;
ESTRILA LEED AND MITCHUM AIMABLE;
MARY B DAVIS; ANISSA PARKER AND
KEITHA PARKER; ALINA FERRER; LOUIS J
ROLIH, JACOB SIMMONS AND ALMA
SIMMONS and EMERALD BEACH RESORT
MASTER OWNERS ASSOCIATION, INC.,**

Defendants.

**FINAL JUDGMENT IN FORECLOSURE BY DEFAULT (IN REM)
AS TO COUNT XII**

This cause coming on this day upon the Complaint, Defaults, Affidavits, and Motion for Final Judgment in Foreclosure by Default, filed herein, and the Court having considered the affidavits and pleadings filed herein, and having found that the preponderance of the evidence favors the Plaintiff, **Wyndham Vacation Resorts, Inc., F/K/A Fairfield Resorts, Inc., F/K/A Fairfield Communities, Inc. a Delaware Corporation.**, and that the Plaintiff is entitled to such judgment in foreclosure as a matter of law, it is hereby

ORDERED AND ADJUDGED as follows:

1. Judgment in favor of Plaintiff, Wyndham Vacation Resorts, Inc., F/K/A Fairfield Resorts, Inc., F/K/A Fairfield Communities, Inc. a Delaware Corporation, against Defendants, **ALINA FERRER**, are 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. The following sums are due the Plaintiff on the notes and mortgages foreclosed herein:

COUNT XII - ALINA FERRER

a. Unpaid principal balance on the mortgage and note	\$ 871.60
b. Interest on the principal balance through 11/08/2017 and Late Fees (per diem continuing at \$ 0.36)	<u>\$ 163.14</u>
TOTAL	<u>\$1,034.74</u>

4. Plaintiff holds liens for the total sum specified in Paragraph 3 above, superior in dignity to any claim or estate of the Defendants herein, upon the mortgaged property herein foreclosed, situated in Bay County, Florida, and described as follows:

COUNT XII - ALINA FERRER

A **63,000/2,182,407,500** undivided tenant-in-common fee simple interest in real property commonly known as Units **637, 640, 641, 645, 737-741, 744-747, 837-842, 844-847, 937-947, 1037-1047, 1137-1146, 1237-1246, 1337-1346, 1437-1446, 1537-1546, 1637-1646, 1737-1746, 1837-1846, 1937-1946, 2037-2046, 2137-2146, 2237-2246, 2337-2346, 2438, 2538** of **EMERALD BEACH RESORT CONDOMINIUM III**, according and subject to the Declaration of Condominium for Emerald Beach Resort Condominium III , as recorded in Official Records Book 2944, Page 2252, public records of Bay County, Florida, together with any amendments and supplements thereto and the DECLARATION OF VACATION PLAN FOR PANAMA CITY BEACH VACATION OWNERSHIP PLAN ("Timeshare Declaration"), as recorded in Official Records Book 3056, Page 1438 et. seq., public records of Bay County, Florida, together with any and all amendments and supplements thereto hereinafter the "VOI", the said Condominium Declaration and Timeshare Declaration being hereinafter collectively referred to as the "Declaration".

The Standard VOI described above has a **63,000/2,182,407,500** Ownership Interest in the Units and Buildings described above and has been allocated **126,000** Points as defined in the Declaration for use in **Odd** year(s).

5. If the total sums with interest and all costs accrued subsequent to this judgment are not paid, the Clerk of this Court shall sell the property at public sale at 11:00 a.m. on April 23, 2020 to the highest bidder for cash, except as prescribed in Paragraph 6. These foreclosure sales will be held online at the following website: www.bay.realforeclose.com. Please refer to this website for complete details. This sale will be held in accordance with Section 45.031, Florida Statutes.

6. Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the Clerk if Plaintiff is not the purchasers of the property for sale. 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. If the Plaintiff is the successful bidder at the sale, Plaintiff's rights as such may be assigned to a third party and, in that event, the Clerk of the Court is hereby ordered and directed to issue the Certificate of Title to Plaintiff assignee upon application of Plaintiff and without further order of this Court.

7. 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, 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.

8. The total amount of the claims subject to this Judgment is \$ 1,034.74

9. 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, the total sum due Plaintiff, less the items paid, plus interest from this date to the date of the sale; and by retaining any remaining amount pending the further order of this court.

10. On filing the Certificate of Sale, Defendants' Right of Redemption as prescribed by Florida Statutes Section 45.0315 shall be terminated. On filing the Certificate of Title, Defendants' and all persons claiming under or against them since the filing of this action shall be foreclosed of all estate or claim in the property and the purchaser at the sale shall be let into possession of the property.

11. Jurisdiction of this action is retained to enter further orders that are proper including, without limitation, Writs of Possession. Plaintiff shall not seek a deficiency.

12. The Promissory Notes and Mortgages sought to be reestablished in Count XII of the Complaint is reestablished and shall have the effect of the originals on recording this judgment. Plaintiff shall indemnify Defendants against any loss that may occur by reason of another person to enforce said instrument.

ORDERED in chambers in Bay County, Florida, this 9 day of March, 2020.



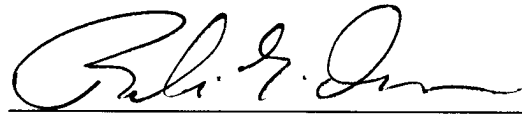
CIRCUIT JUDGE

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been delivered by U. S. Mail or electronic delivery this 10 day of March, 2020, to:

TARA C. EARLY, Esq., 1601 W. Colonial Dr., Orlando, FL, 32804, tsf@gse-law.com

ALINA FERRER, 7540 SW 107th Ave Apt 5108, Miami, FL 33173



Judicial Assistant/Attorney for Plaintiff