

IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

WACHOVIA MORTGAGE CORPORATION

Plaintiffs,

Case No.: 502009CA024722XXXXMB

Division: AW

-vs-

PAUL J. POSTI, *et al.*,

Defendant.

FINAL JUDGMENT

THIS ACTION was tried before the Court on May 21, 2013. On the evidence presented It is ORDERED and ADJUDGED that:

1. Plaintiff, Wachovia Mortgage Corporation, is not entitled to the requested relief since the parties had an enforceable agreement to modify the subject loan, which Plaintiff breached by failing to permanently modify said loan in spite of Defendant fully complying with the terms of the trial modification, even making payments for several months beyond the trial period.
2. The Court finds in favor of the Defendant and, per Defendant's Amended Answer and Affirmative Defenses, orders that Plaintiff, Wachovia Mortgage Corporation, and Defendant, Paul J. Posti, enter into a permanent loan modification of Loan #0005976453 (hereinafter "the Loan"), for the subject real property located at 189 Bella Vista Way, Royal Palm Beach, FL 33411 (the "Property").
3. Plaintiff shall, within 60 days, deliver to Defendant a permanent loan modification reflecting the following terms:

- a. principal balance of \$493,370.04 to be paid in 480 monthly payments not greater than \$2584.48 (the "Monthly Payment");
- b. the Monthly Payment shall consist of and be allocated as follows: not less than \$1810.06 towards principal and interest, and escrow of approximately \$774.42 for payment of ad valorem taxes and insurance for the Property;
- c. fixed interest rate of 3.15% for the life of the Loan (480 monthly payments.);

4. Plaintiff shall not apply any late payment fees, default interest rate, attorneys' fees, penalties or costs of any kind that would not have accrued had the Loan been permanently modified per the parties' trial modification agreement; specifically, during the period from December 11, 2009, to present.

5. Plaintiff shall take remedial action regarding derogatory information reported to any credit bureau in connection with the Loan that would not have been reported had the Loan been permanently modified per the parties' trial modification agreement; specifically, during the period from December 11, 2009, to present.

6. The permanent loan modification shall begin on August 1, 2013, or, if later, within 30 days of full execution of the loan modification agreement described herein.

DONE AND ORDERED at Palm Beach County, Florida, this ____ day of June, 2013.

SIGNED & DATED

JUN 20 2013

HOWARD H. HARRISON Judge Howard Harrison, *Circuit Judge*
SENIOR JUDGE

Conformed Copies to:

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