

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
OCALA DIVISION**

PNC BANK, NATIONAL
ASSOCIATION, successor to RBC
BANK (USA), which was the
successor to FLORIDA CHOICE
BANK,

Plaintiff,

v.

Case No: 5:15-cv-41-Oc-30PRL

RICHARD L. ANDREWS, SANDRA
L. ANDREWS, and DAMAR
MANUFACTURING, INC., a Florida
corporation,

Defendants.

ORDER ON JOINT STIPULATION

THIS CAUSE comes before the Court upon Plaintiff PNC Bank, National Association, and Defendants Richard L. Andrews and Sandra L. Andrews's (collectively "the Andrews") Joint Stipulation for Entry of Agreed Payment Order in Lieu of Hearing Scheduled for April 23, 2015 (Doc. 23).

Plaintiff, as owner and holder of the promissory note (the "Note") described in the Verified Complaint (Doc. 1), is entitled to enforce the Mortgage and Security Agreement dated September 1, 2006, and recorded in the Official Records of Marion County, Florida, at Book 4555, Page 33 (the "Mortgage") on commercial real estate located in Marion

County, Florida (the “Property”). (Doc. 1). Plaintiff alleges that the Andrews, who are the borrowers of the loan at issue, defaulted on the Note. (Doc. 1).

Plaintiff previously filed a motion asking this Court to enter an order to show cause as to why Defendants should not be forced to either make mortgage payments or vacate the subject premises pursuant to Florida Statutes § 702.10(2). (Doc. 9). The Court entered an order setting the matter for hearing on April 23, 2015. (Doc. 13). Prior to the hearing, Plaintiff and the Andrews filed a joint stipulation informing the Court that they reached an agreement regarding payments. (Doc. 23).

Pursuant to Florida Statutes § 702.10(2), Plaintiff and the Andrews jointly stipulated to an order requiring the Andrews to make mortgage payments to Plaintiff during the pendency of the foreclosure action. (Doc. 23).

Having reviewed the stipulation, it is therefore **ORDERED AND ADJUDGED** that:

1. Pursuant to Florida Statutes § 702.10(2), the Andrews are **ORDERED** to make mortgage payments to Plaintiff during the pendency of this foreclosure action in such amounts and at such intervals as are provided for in the loan documents described in Plaintiff’s Verified Complaint (Doc. 1), specifically pursuant to the promissory note dated September 5, 2007 (Doc. 1, Ex. 10).

2. The obligation to make mortgage payments pursuant to this Order, as agreed to by the Parties, shall commence on July 1, 2015.

3. On or before July 5, 2015, and on or before the fifth (5th) day of each month thereafter, the Andrews are **DIRECTED** to pay the sum of \$7,265.38 to Plaintiff. The

Andrews shall continue making the monthly payments during the pendency of this foreclosure action or until otherwise directed by the Court.

(a) Plaintiff and the Andrews stipulate that the amount of \$7,265.38 was the regular monthly payment due under the loan documents prior to default.

(b) Mortgage payments shall be made payable to Plaintiff and sent to:

PNC Bank, National Association
Attn: Karen Hirstius
601 Atlantic Avenue
Fort Pierce, FL 34950


4. All amounts paid to Plaintiff pursuant to this Order shall be credited against the mortgage obligations in accordance with the terms of the loan documents, but shall not constitute a cure of any default or a waiver or any other defense to the mortgage foreclosure action.

5. If the Andrews fail to remit payments in compliance with this Order, Plaintiff may file an affidavit informing the Court. Upon request by Plaintiff in such event, Plaintiff shall be entitled, without further hearing and at is sole discretion, to either possession of the Property or the immediate entry of a final judgment of foreclosure if such a final judgment has not been entered.

6. During the pendency of this foreclosure action, the Court retains jurisdiction to enforce the terms of this Order, including, but not limited to, entering a final judgment of foreclosure should the Andrews not comply with the obligations of this Order, to modify this Order, and to order other methods of enforcement in the event of default.

7. The hearing scheduled for April 23, 2015, at 1:45 p.m. is cancelled.

DONE and **ORDERED** in Tampa, Florida, this 21st day of April, 2015.



JAMES S. MOODY, JR.
UNITED STATES DISTRICT JUDGE

Copies furnished to:
Counsel/Parties of Record