

STATE OF MAINE  
CUMBERLAND, ss

DISTRICT COURT  
LOCATION - PORTLAND  
CIVIL ACTION  
DOCKET NO. RE-10-137

EMK-CUM-06-11-14

GREEN TREE SERVICING LLC

**PLAINTIFF**

V.

DAVID M. O'DONNELL

**DEFENDANT**

CHRISTOPHER SMITH, INDIVIDUALLY AND  
DERIVATIVELY ON BEHALF OF THREE  
STOOGES PROPERTIES, LLC

CASCO BAY PRIVATE CAPITAL, LLC

**PARTIES-IN-INTEREST**

STATE OF MAINE  
Cumberland, ss. Clerk's Office

JUN 11 2014

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**STIPULATED JUDGMENT OF FORECLOSURE AND ORDER OF SALE**  
**TITLE TO REAL ESTATE IS INVOLVED**  
**PROPERTY ADDRESS: 35 Tate Street Portland, Cumberland County, Maine**  
**MORTGAGE RECORDED IN CUMBERLAND COUNTY**  
**REGISTRY OF DEEDS IN BOOK 25787 PAGE 187**  
**JUDGMENT OF FORECLOSURE AND SALE**

Upon Request for Stipulated Judgment of Plaintiff, Green Tree Servicing, LLC., (hereinafter "Plaintiff") through counsel and Defendant, David M. O'Donnell, through counsel, (hereinafter "Defendant"), the Court finds as follows:

1. That Defendant has breached the condition of Plaintiff's mortgage dated January 31, 2008, (the "Mortgage") which was recorded in the Cumberland County Registry of Deeds in Book 25787 at Page 187, by failing to make payments on the promissory note (the "Note"), executed of even date and secured by said Mortgage.
2. As of February 25, 2014, the amounts due under the terms of said Note and Mortgage are:

PRINCIPAL:	\$164,066.37
INTEREST:	\$ 56,200.07
ESCROW BALANCE:	\$ 31,627.33
LATE CHARGES:	\$ 543.43
<u>TOTAL</u>	<u>\$251,948.30</u>

A detailed accounting of Principal and Interest is attached hereto as **Schedule A**.

Pursuant to 14 M.R.S.A. §§ 1602-B and 1602-C, the prejudgment interest rate is 6.875 % per annum of said principal balance and the post-judgment interest rate is 6.12% per annum, higher of note or statutory rate.

Plaintiff is awarded Attorney's Fees in the amount of \$875.00, and Attorney's Disbursements in the amount of \$506.40.

Plaintiff is entitled to add any additional amounts advanced by Plaintiff to protect its mortgage security.

3. The order of priority of the claims of the parties who have appeared in this action is as follows:

FIRST: The Plaintiff, by virtue of its mortgage in the above amounts and attorneys fees.

SECOND: To be paid to Defendant or in accordance with any further order of this Court.

4. The Plaintiff's claim for attorney's fees is integral to the relief sought, within the meaning of M.R. Civ. P. 54(b)(2), and there is no just reason for delay in the entry of final judgment for Plaintiff on all claims.

WHEREFORE, it is hereby ordered and decreed that the statutory redemption period and appeal period are waived. Plaintiff shall sell the mortgaged real estate pursuant to 14 M.R.S.A. §6321 et seq. and disburse the proceeds of said sale after deducting the expenses thereof, in the amounts and priorities as determined above. The surplus, if any, shall be deposited with the Clerk for the benefit of the Defendants in accordance with the statute, unless said Defendants enters an appearance in this action.

Plaintiff is granted exclusive possession of the real estate mortgaged and the parties have agreed to waive the statutory ninety (90) day redemption period. A Writ of Possession shall be issued to Plaintiff for possession of said real estate if it is not redeemed, as aforesaid.

No deficiency is sought by the Plaintiff as, pursuant to an Order Discharging Debtor entered on May 25, 2011, in U.S. Bankruptcy Court, District of Maine, Docket No. 11-20198,

SCHEDULE A

Green Tree Servicing LLC

<b>Good Thru Date</b>	<b>2/25/14</b>
<b>Interest Rate</b>	<b>6.875%</b>
<b>Account Number:</b>	[REDACTED]
<b>Customer Name:</b>	<b>O'Donnell</b>
<b>Principal Balance:</b>	<b>\$164,066.37</b>
<b>Deferred Amount:</b>	<b>\$0.00</b>
<b>Insurance Balance:</b>	<b>\$31,627.33</b>
<b>Interest:</b>	<b>\$56,200.07</b>
<b>Late Charges:</b>	<b>\$54.53</b>
<b>Unapplied Funds:</b>	<b>\$0.00</b>
<b>Payoff:</b>	<b>\$251,948.30</b>

\$251,948.30

<b>Per Diem Interest:</b>	<b>\$30.91</b>
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Insurance Type	Description	Balance
True escrow		
	City Tax	\$26,337.63
	Haz/Fire Insurance	\$7,006.40
	City Tax Credit	-\$1,087.13
	Haz/Insurance Credit	-\$1,438.00
	Insurance Refund	-\$935.97
T300	Attorney/Trustee Fee	\$875.00
T301-T307	Inspection-Occupied	\$104.00
T308	Title Fees	\$275.00
T309	Filing Fees	\$375.00
T310	Recording Fees	\$25.00
T311	Process Server	\$89.40

\$31,627.33

SCHEDULE B

Party: Green Tree Servicing LLC  
7360 Kyrene Road  
Tempe, AZ 85283

Counsel: James M. Garnet, Esq.  
Shechtman Halperin Savage, LLP  
1080 Main Street  
Pawtucket, RI 02860

Party: David M. O'Donnell  
13 Lawrence Avenue  
Portland, ME 04103

Counsel: James Cloutier, Esq.  
465 Congress Street, Ste 800  
Portland, ME 04101

Party: Christopher Smith  
Three Stooges Properties, LLC  
c/o Thomas F. Jewell  
477 Congress Street  
Portland, ME 04101

Counsel: None known

Party: Casco Bay Private Capital, LLC  
100 Middle Street #6  
Portland, ME 04101

Counsel: None known

### SCHEDULE C

PROPERTY ADDRESS: 35 Tate Street Portland, Cumberland County, Maine

A certain lot or parcel of land, with the buildings thereon, situated on the Northeasterly side of Tate Street, known as 35 Tate Street, in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a point on the Northeasterly line of Tate Street which would be intersected by the extension of the division line of the duplex house numbered 35-37 on said street; thence northeasterly to and by said division line about seventy (70) feet to the rear line of properties facing on Tyng Street; thence by said rear line southeasterly to land now or formerly owned of occupied by Martin Conroy; thence southwesterly by said Conroy land to said Tate Street; thence by said Tate Street northwesterly to the point of beginning being the premises numbered 35 on said Tate Street containing, according to the City of Portland Valuation Plan, 2,304 square feet.

**Meaning and Intending** to describe the same premises as Quitclaim Deed from Christopher M. Smith (a/k/a Chris Smith) to HILLTOP PROPERTIES, LLC dated November 21, 2007 and recorded in the Cumberland County Registry of Deeds in Book 25669, Page 235.

the Defendant(s) is not liable for any deficiency balance remaining due to the Plaintiff after the sale of the mortgaged real estate and application of the proceeds of sale.

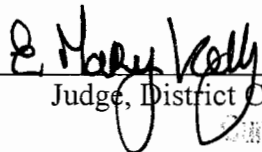
The following provisions are set forth pursuant to 14 M.R.S.A. §2401:

1. The names and addresses, if known, of all parties to the action, including the counsel of record, are set forth in Schedule B attached hereto
2. The docket number is RE-10-137.
3. The Court finds that all parties have received notice of the proceeding in accordance with the applicable provisions of the Maine Rules of Civil Procedure. Such notice was not given pursuant to an order of court.
4. The street address and a description of the real estate involved is set forth in Schedule C attached hereto.
5. The Plaintiff is responsible for recording the attested copy of the judgment and for paying the appropriate recording fees.

The Clerk is hereby directed to enter this Judgment as a final judgment pursuant to M.R. Civ. P. 54(b)(1).

The Clerk is specifically directed pursuant to M.R. Civ. P. 79(a) to enter this Judgment on the civil docket by a notation incorporating it by reference.

DATED: June 10, 2013

  
 \_\_\_\_\_  
 Judge, District Court  
 STATE OF MAINE  
 Cumberland ss Clerk's Office

Date entered in the docket book:

6/11/2014

JUN 11 2014  
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CERTIFICATION OF CLERK PURSUANT TO 14 M.R.S. § 2401(3)(F)

Pursuant to 14 M.R.S. § 2401(3)(F), it is hereby certified that no notice of appeal of the Judgment of Foreclosure and Sale in this matter was filed with the Clerk of Court in this action within the appeal period following the entry of judgment.

Dated: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Clerk of Court