

THIS IS AN EXAMPLE OF A FINAL JUDGEMENT FROM FLORIDA

FINAL JUDGMENT

This action was tried before the court. On the evidence presented

IT IS ADJUDGED that:

1. Plaintiff, _____, is due \$ _____ as principal, \$ _____ as interest to the date of this judgment, \$ _____ for title search expense, \$ _____ for taxes, \$ _____ for insurance premiums, and \$ _____ for attorneys' fees with \$ _____ court costs now taxed, less \$ _____ for undisbursed escrow funds, and less \$ _____ for unearned insurance premiums, under the note and mortgage sued on in this action making a total sum of \$ _____

2. Plaintiff holds a lien for the total sum superior to any claim or estate of defendant, _____, on the following described property in _____ County, Florida:

(insert legal description)

3. If the total sum with interest at the rate prescribed by law and all costs of this action accruing subsequent to this judgment are not paid within three days from this date, the clerk of this court shall sell the property at public sale on _____, 20____, between 11:00 A.M. and 2:00 P.M., to the highest bidder for cash, except as set forth hereinafter, at the _____ door of the courthouse in _____ County in _____, Florida, in accordance with section 45.031, Florida Statutes (1979).

4. Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the clerk if plaintiff is not the purchaser of the property at the 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.

5. 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, plaintiff's attorneys' fees; fourth, the total sum due to plaintiff less the items paid plus interest at the rate prescribed by law from this date to the date of the sale; and by retaining any amount remaining pending the further order of this court.

6. On filing the certificate of title defendant and all persons claiming under or against him since the filing of the notice of lis pendens 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.

7. Jurisdiction of this action is retained to enter further orders as are proper including, without limitation, writs of possession and deficiency judgments.

ORDERED at _____, Florida, on _____, 20__

Judge

NOTE: Paragraph 1 must be varied in accordance with the items unpaid, claimed and proven. The form does not provide for an adjudication of junior lienors' claims nor for redemption by the United States of America if it is a defendant.

When a mortgage secures the outstanding principal indebtedness (together with all interests and costs) and the judicial foreclosure sale is insufficient to cover all such sums, the mortgagee is entitled to a deficiency judgment for the balance due. Where there is no fraud or interference by the mortgagee with the foreclosure sale nor any legal error in the clerk's conduct of the sale, the mere difference between the foreclosure sale price and the "market value" of the property does not justify denial of a deficiency judgment for the balance of all sums due, *Federal Deposit Ins. Corp. v Circle Bar Ranch, Inc.*, 450 So 2d 921 (1984, Fla App D5). The granting of a deficiency judgment in a mortgage foreclosure action is the rule rather than the exception. Any exercise of discretion to deny a deficiency decree must be supported by disclosed equitable considerations which constitute sound and sufficient reasons for the action, *Baxter v Kobs*, 451 So 2d 955 (1984, Fla App D3). Although the granting of a deficiency judgment is a rule rather than the exception, a denial is proper and will not be disturbed absent a clear abuse of discretion where there are facts and circumstances which create equitable consideration supporting the trial court's denial. If the value of the foreclosed property exceeds the debt, the trial court is authorized to deny a deficiency, *Wilson v Adams & Fusselle, Inc.*, 467 So 2d 345 (1985, Fla App D2).