
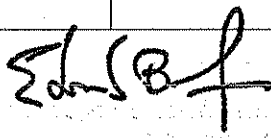
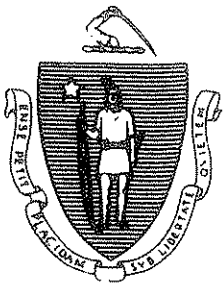


JUDGMENT FOR PLAINTIFF(S) FOR POSSESSION AND RENT		DOCKET NUMBER 1189SU000058	Trial Court of Massachusetts District Court Department Summary Process Session	
U. S. Bank National Association v. Rhonda Mills Melendez A/K/A Rhonda G Melendez				
SUBJECT PREMISES 15 Emma Oakley Mills Way , Mashpee, MA 02649				
PLAINTIFF(S) WHO ARE PARTIES TO THIS JUDGMENT U. S. Bank National Association			COURT NAME & ADDRESS Falmouth District Court 161 Jones Road Falmouth, MA 02540	
DEFENDANT(S) WHO ARE PARTIES TO THIS JUDGMENT Rhonda Mills Melendez A/K/A Rhonda G Melendez Reinaldo C Melendez			NEXT COURT EVENT (IF ANY) No Future Event Scheduled	
ATTORNEY (OR PRO SE PARTY) TO WHOM THIS COPY OF JUDGMENT IS ISSUED Rachelle D. Willard Esq. Ablitt Scofield, P.C. 304 Cambridge Road Woburn, MA 01801			FURTHER ORDERS OF THE COURT	
JUDGMENT FOR PLAINTIFF(S) FOR POSSESSION AND RENT				
On the above action , after trial by a judge, the issues having been duly tried or heard, and a finding or verdict having been duly rendered, IT IS ORDERED AND ADJUDGED by the Court (Hon. Michael C Creedon) that the plaintiff(s) named above recover of the Defendant(s) named above possession of the subject premises shown above and, for unpaid rent, use and occupation, the "Judgment Total" shown below plus other costs as may be taxed pursuant to law, with postjudgment interest thereon pursuant to G.L. c. 235, § 8 at the "Annual Interest Rate" shown below from the "Date Judgment Entered" shown below until the date of payment.				
NOTICE OF ENTRY OF JUDGMENT				
Pursuant to Mass. R. Civ. P. 54, 58, 77(d) and 79(a) and Uniform Summary Process Rule 10(d), this Judgment has been entered on the docket on the "Date Judgment Entered" shown below, and this notice is being sent to all parties.				
1. Date of Breach, Demand or Complaint			05/31/2011	
2. Date Judgment Entered			10/05/2012	
3. Number of Days of Prejudgment Interest (line 2 - Line1)			493	
4. Annual Interest Rate of .00/365.25 = Daily Interest rate				
5. Single Damages			\$	
6. Prejudgment Interest (lines 3x4x5)			\$	
7. Double or Treble Damages Awarded by Court (where authorized by law)			\$	
8. Costs Awarded by Court			\$	
9. Attorney Fees Awarded by Court (where authorized by law)			\$	
10. JUDGMENT TOTAL PAYABLE TO PLAINTIFF(S) (Lines 5+6+7+8+9)			\$0.00	
DATE JUDGMENT ENTERED	CLERK-MAGISTRATE/ASST. CLERK			
10/05/2012	<input checked="" type="checkbox"/> 			



TRIAL COURT OF THE COMMONWEALTH OF MASSACHUSETTS
DISTRICT COURT DEPARTMENT
FALMOUTH DIVISION
161 Jones Road
Falmouth, Massachusetts 02540
(508) 495-1500 x238

HON. MICHAEL C. CREEDON
First Justice

OCTOBER 4, 2012

U.S. Bank National Association
as Trustee

Plaintiff

1189SU0058

V.

Rhonda Mills Melendez
Reinaldo C. Melendez, et al

Defendants

Memorandum of Decision

This summary process complaint sought to evict the defendants, Rhonda Mills Melendez and Reinaldo C. Melendez, et al from their home at 15 Emma Oakley Mills Way, Mashpee. The plaintiff was the purchaser of the home as the highest bidder at a foreclosure auction pursuant to the power of sale contained in the mortgage.

The sole issue that has been challenged by the defendants is: Did the plaintiff receive legal title to the property at the foreclosure sale? The defendants have challenged the authority of ONE West Bank, FSB to exercise the Statutory Power of Sale.

On October 6, 2006 the defendants granted a mortgage to Mortgage Electronic Systems, Inc. (MERS) as Nominee for MortgageIT, Inc along with an adjustable rate note. Thereafter on or about August of 2008 defendants failed to make any payments on the note. They remain in default.

On April 23, 2009 MERS assigned the mortgage to On eWest Bank, FDB. (See Exhibit #3)

On January 21, 2012 ONE West Bank, FSB sold the property at auction to the plaintiff U. S. Bank National Association, as Trustee. The foreclosure deed and affidavit were executed on February 23, 2011 and recorded at the Barnstable County Registry of Deeds on March 23, 2011.

The testimony of Mr. Ronald Cofone a Regional Vice President for ONE West Bank, FSB along with the seven exhibits admitted at trial do provide a prima facie showing that legal title to the property existed by assignment of the mortgage to ONE West Bank, FSB from MERS, Inc.

One West Bank, FSB gave proper notice to the defendants in a timely manner of the foreclosure sale and executed a foreclosure deed to the plaintiff which was duly recorded.

The Mortgage Deed clearly gives "MERS" the status of mortgagee under the Security Agreement.. The note clearly gives the note holder the authority to sell or assign the instrument without the permission of the defendants. Both the Mortgage and the note were held by ONE West Bank, FSB at the time of the foreclosure sale.

The defendants have not left the property following a notice to quit.

The Court orders possession to the plaintiff, U.S. Bank National Association .

So Ordered.

A handwritten signature in black ink, reading "Michael Creedon". The signature is written in a cursive, flowing style with a long, sweeping underline.

Michael C. Creedon
Presiding Justice
Falmouth District Court