

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA

Richmond Division

UNITED STATES OF AMERICA)

v.)

Criminal No. 3:09CR121

GERRICK D. GAMBRELL,)
a/k/a "Gary," aka "G,")

Defendant.)

A TRUE COPY, TESTE:
CLERK, U.S. DISTRICT COURT

FINAL ORDER OF FORFEITURE

BY

K. Young

DEPUTY CLERK

IT APPEARING TO THE COURT that:

1. On November 17, 2009, defendant, Gerrick D. Gambrell, plead guilty to conspiracy to distribute one kilogram or more of heroin, in violation of 21 U.S.C. § 846.
2. As a result of said conviction, certain property of the defendant was forfeited to the United States pursuant to 21 U.S.C. § 853. The Court entered a *Consent Order of Forfeiture* on November 23, 2009, forfeiting said property to the United States of America. (Document 36)
3. Notice of the aforementioned forfeiture was published on an official government internet site (www.forfeiture.gov) for a period of 30 days, beginning on March 10, 2010. *Notice of Publication* was filed with the Clerk of Court on May 3, 2010. (Document 52)
4. Also, notice of the aforementioned forfeiture was provided via regular and certified mail-return receipt requested to all persons, other than the defendant, who had any potential ownership interest in the property.
5. On April 22, 2010, counsel for SunTrust Mortgage, Inc. filed an *Answer and Claim to Property* concerning its interest as a lien holder in real property known as 2712 Fendall

Avenue, Richmond, Virginia 23223. (Document 49)

6. On April 21, 2010, Wyndham Vacation Resorts, Inc., a subsidiary of Wyndham Vacation Ownership, Inc., filed a *Petition of Wyndham Vacation Resorts, Inc. to Assert Third-Party Claim of Interest in Property Pursuant to 21 U.S.C. § 853(n)*. (Document 50)

Subsequently, on May 5, 2010, the court entered an *Order* that denied the petition as it was improperly filed. (Document 51)

7. On May 12, 2010, counsel for Wyndham Vacation Resorts, Inc., filed an *Amended Petition of Wyndham Vacation Resorts, Inc. to Assert Third-Party Claim of Interest in Property Pursuant to 21 U.S.C. § 853(n)* concerning its ownership interests and rights associated with Contract No. 00410533848 and Contract No. 64040265. (Document 54)

8. The United States and counsel for SunTrust Mortgage, Inc. and Wyndham Vacation Resorts, Inc., have come to an agreement as to the amount owed to SunTrust Mortgage, Inc. and Wyndham Vacation Resorts, Inc.

9. Except for the petitions noted, no other person or entity has filed a petition concerning the assets ordered forfeited, nor has any person or entity otherwise appeared or answered in this regard, and the time to do so has now expired.

IT IS HEREBY ORDERED:

1. The following property is CONDEMNED and FORFEITED to the United States of America pursuant to 21 U.S.C. §853:

Real Property and Improvements known as 2712 Fendall Avenue, Richmond, Virginia 23222, being more particularly described as follows:

ALL that certain lot, piece of parcel of land, with all improvements thereon, known as No. 2712 (formerly No. 520) Fendall Avenue, lying and being in the City of Richmond, Virginia (formerly in Henrico County), and described as follows:

COMMENCING at a point on the western line of Fendall Avenue distant one hundred and thirty (130') feet south of Hooper Street, thence running southwardly along the said western line of Fendall Avenue and fronting thereon sixty (60') feet, and thence extending back westwardly from said front, between parallel lines, one hundred and thirty-five (135') feet to an alley fifteen (15') feet wide, designated as Lot Nos. 8 and 9, in Block 4, in the Plan of Barton and Lamb's Brookland Park.

And Being the same property acquired by Gerrick Gambrell by virtue of a Deed dated February 21, 2002, and recorded on February 28, 2002, as Instrument Number 020006227, among the aforesaid land records.

The sum of [REDACTED], representing the proceeds of the conduct charged in the Superseding Indictment, to be offset by the net proceeds of the forfeiture of the following, constituting substitute assets for proceeds;

[REDACTED] in U.S. Currency [REDACTED];

[REDACTED] in U.S. Currency [REDACTED];

1997 Dodge custom van, maroon, VIN [REDACTED];

Wyndham Vacation Ownership (Wyndham Vacation Resorts) Contract: #00410533848, more particularly described as follows:

A 308,000/1,697,144,000 undivided fee simple interest ("Property") in GRAND DESERT TOWER 3 RESORT, a Time-Share Regime located at 4570 Koval Lane in Las Vegas, Nevada 89109, according to the Parcel Map filed at Parcel Map File 110, Page 0090, in Clark County, Nevada, subject to all provisions thereof and those contained in that certain Declaration of Restrictions for Grand Desert Tower 3 Resort ("Declaration") dated August 4, 2004 and recorded August 11, 2004 in Book 20040811 as Instrument No. 0003594, Official Records of Clark County, Nevada, and all amendments and supplements thereto, if any, which interest is hereinafter referred to as the "Undivided Ownership Interest".

and #640404265, being more particularly described as follows:

A 308,000/269,558,000 undivided tenant-in-common fee simple interest in the grouping of VOI Units commonly known as Units 1820-1633, 1720-1733 of Fairfield Daytona Beach at Ocean Walk II, a CONDOMINIUM, together with all appurtenances thereto, according and subject to the Declaration of Condominium for Fairfield Daytona Beach at Ocean Walk II, A Condominium, as recorded in Official Records Book 5279, Page 541 et seq., public records of Volusia County, Florida, together with any and all amendments and supplements

thereto. Grantee(s) Contract Number with Grantor for the purchase of the interest identified herein is 64-0404265.

Spirit of America Investment Fund, Account #SOA02000553170690001; and

State Farm Insurance Company, Policy #LF-1285-5880 and Policy #LF-1290-97700.

2. This order shall be recorded among the land records of the jurisdiction in which the above real property is located, and shall operate to release, relinquish and extinguish any and all interests in the real property not otherwise protected by this order.

3. The United States Marshal and/or its duly appointed agent are directed to seize the forfeited property and take full and exclusive custody and control of same.

4. All right, title and interest in the foregoing forfeited property vests in the United States as of the date of this Order.

5. The United States Marshal's Service and/or its duly appointed agent shall promptly dispose of the subject real property in accordance with law, and shall, upon sale or transfer of the real property to a third party, ensure that from the net proceeds of sale payment is promptly made to the petitioners, SunTrust Mortgage, Inc. and Wyndham Vacation Resorts, Inc., a subsidiary of Wyndham Vacation Ownership, Inc., as follows:

a. The petitioner, SunTrust Mortgage, Inc., shall be paid the balance under the note dated May 6, 2005 (secured by Deed of Trust recorded on May 11, 2005 in the Circuit Court of the City of Richmond, Virginia). This payoff shall consist of \$38,884.34, which represents the outstanding principal, interest and expenses owed to SunTrust Mortgage, Inc. through April 21, 2010. All interest accruing after April 21, 2010, shall be paid at the contractual rate under the subject mortgage, that is, 5.75% per

year, from April 21, 2010 to the date of payment to SunTrust Mortgage, Inc.


b. The petitioner, Wyndham Vacation Resorts, Inc., shall be paid the balance under Contract no. 640404265 and Member No. 017727038, according to the terms and conditions associated with said contract. The payoff of Contract no. 640404265 shall consist of [REDACTED], which represents the outstanding principal, interest and expenses owed to Wyndham Vacation Resorts, Inc. through May 12, 2010. All interest accruing after May 12, 2010, shall be paid at the contractual rate under the subject contract, that is, 10.99% per month, from May 12, 2010 to the date of payment to Wyndham Vacation Resorts, Inc. The payoff of Member no. 017727038 shall consist of [REDACTED], which represents the outstanding monthly maintenance dues owed to Wyndham Vacation Resorts, Inc (Club Wyndham Plus, fka FairShare Plus) through April 30, 2010. All monthly maintenance dues after April 30, 2010, shall be paid at the contractual rate under the subject contract, that is, [REDACTED] per month, to the date of payment to Wyndham Vacation Resorts, Inc (Club Wyndham Plus, fka FairShare Plus).

c. The petitioner, Wyndham Vacation Resorts, Inc., shall be paid the balance under Member No. 410533848, according to the terms and conditions associated with Contract no. 00410533848. The payoff of Member no. 410533848 shall consist of [REDACTED], which represents the outstanding monthly maintenance dues owed to Wyndham Vacation Resorts, Inc (Club Wyndham Plus, fka FairShare Plus) through April 30, 2010. All monthly maintenance dues after April 30, 2010, shall be paid at the contractual rate under the subject contract, that is, [REDACTED] per month, to the date of payment to Wyndham Vacation Resorts, Inc (Club Wyndham Plus, fka FairShare Plus).

7. The petitioners, SunTrust Mortgage, Inc. and Wyndham Vacation Resorts, Inc. and the United States will each bear its own fees and costs, including but not limited to attorney's fees, related to the seizure, forfeiture, and disposal of the property and the prepayment of the subject loan.

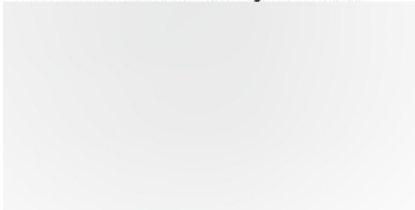
8. The Clerk is directed to send ten (10) certified copies of this order to the United States Attorney's Office.

July 1, 2010
Date

 /s/
Henry E. Hudson
United States District Judge

I ASK FOR THIS:


/s/
G. Wingate Grant (VSB 18643)
Assistant United States Attorney
United States Attorney's Office



SEEN AND AGREED:

/s/

Mark C. Shuford, Esq., (VSB 31075)
Matthew B. Chmiel, Esq. (VSB 65334)



/s/

Sandy T. Tucker (VSB 01290)
Williams Mullen, P.C.

