

IN THE CIRCUIT COURT OF THE FOURTEENTH JUDICIAL CIRCUIT,  
IN AND FOR BAY COUNTY, FLORIDA  
CIVIL DIVISION

THE BANK OF NEW YORK MELLON, AS TRUSTEE Case No.: 03-2014-CA-001616  
FOR CWABS, INC. ASSET-BACKED CERTIFICATES,  
SERIES 2003-SD2;  
Plaintiff(s)

vs.  
MARK A. LAKEMAN A/K/A MARK ANDREW  
LAKEMAN, *et al.*  
Defendant(s).

FILED  
2015 JUN -21 P 12:20  
BILL KINSAUL  
CLERK OF COURT  
BAY COUNTY, FLORIDA

**FINAL JUDGMENT OF FORECLOSURE**

**THIS ACTION** was heard before the Court on Plaintiff's Non-Jury Trial on June 01, 2015. On the evidence presented, **IT IS ORDERED AND ADJUDGED** that:

1. **Motion Granted.** There is no dispute of material facts and Plaintiff's Final Judgment is Granted.
2. **Amounts Due.** The Plaintiff, THE BANK OF NEW YORK MELLON, AS TRUSTEE FOR CWABS, INC. ASSET-BACKED CERTIFICATES, SERIES 2003-SD2, is due:

Unpaid Principal Balance	\$92,006.89
Interest from 06/01/2014 to 05/07/2015	\$5,795.03
Interest To Date of Judgment 06/01/2015	\$425.25
Hazard Insurance	\$1,678.54
Property Inspections	\$150.00
Late Charges	\$64.38
Grand Total	\$100,120.09

Attorney Fees	\$4,000.00
Filing Fees	\$967.00
Service Fees	\$1,583.40
Title Search Costs	\$75.00
Grand Total	\$6,625.40

<b>GRAND TOTAL</b>	<b>\$106,745.49</b>
--------------------	---------------------

that shall bear interest from this date forward at the prevailing rate.

3. **Lien on Property.** Plaintiff, whose address is 8950 Cypress Waters Blvd, Coppell, TX 75019, holds a first-mortgage lien for the total sum superior to all claims or estates of defendant(s), on the following described property in Bay County, Florida:

**PARCEL I:**

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 13 WEST AND RUN S 89°14'59" E, 2198.83 FEET; THENCE N 01°55'01" E, 406.80 FEET TO THE SOUTH R/W LINE OF ELM WAY A 60 FOOT STREET; THENCE S 88°04'59" E ALONG SAID SOUTH R/W LINE 102.21 FEET; THENCE N 01°55'01" E, 60 FEET TO THE NORTH R/W LINE OF ELM WAY, AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAME BEARING 413.87 FEET, S 88°05'59" E, 105.25 FEET; THENCE S 01°55'01" W, 413.87 FEET TO THE NORTH R/W LINE OF ELM WAY; THENCE N88°04'59" W ALONG SAID R/W LINE 105.25 FEET TO THE POINT OF BEGINNING, BEING A PART SOUTHEAST QUARTER OF SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA.

**PARCEL II:**

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 13 WEST AND RUN S 89°14'59" E, 2198.83 FEET; THENCE N 01°55'01" E, 406.80 FEET TO THE SOUTH R/W LINE OF ELM WAY A 60 FOOT STREET; THENCE S 88°04'49" E ALONG SAID R/W LINE 102.21 FEET; THENCE N 01°55'01" E, 60 FEET TO THE NORTH R/W LINE OF ELM WAY; THENCE S 88°04'59" E ALONG SAID R/W LINE 105.25 FEET TO THE POINT OF BEGINNING; THENCE N 01°55'01" E, 413.87 FEET; THENCE S 88°04'59" E, 105.25 FEET; THENCE S 88°04'59" E, 105.25 FEET; THENCE S 01°55'01" W, 413.87 FEET TO THE NORTH R/W LINE OF ELM WAY; THENCE N88°04'59" W ALONG SAID R/W LINE 105.25 FEET TO THE POINT OF BEGINNING, BEING A PART OF SOUTHEAST QUARTER OF SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA.

**PARCEL III:**

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 13 WEST, AND RUN S 89°14'59" E, 2198.83 FEET; THENCE N 01°55'01" E, 406.80 FEET TO THE SOUTH R/W LINE OF ELM WAY A 60 FOOT STREET; THENCE S 88°04'59" E ALONG SAID R/W LINE 102.21 FEET; THENCE N 01°55'01" E, 60 FEET TO THE NORTH R/W LINE OF ELM WAY; THENCE S 88°04'59" E ALONG SAID R/W LINE 210.50 FEET TO THE POINT OF BEGINNING; THENCE N 01°55'01" E, 413.87 FEET; THENCE S 88°04'59" E, 105.25 FEET; THENCE S 01°55'01" W, 413.87 FEET TO THE NORTH R/W LINE OF ELM WAY; THENCE N 88°04'59" W, 105.25 FEET ALONG SAID R/W LINE TO THE POINT OF BEGINNING, BEING A PART OF SOUTHEAST QUARTER OF SOUTHWEST QUARTER AND SOUTHWEST QUARTER OF SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA.

Property Address: **510 ELM WAY, PANAMA CITY, FL 32404**

4. **Sale of Property.** If the grand total amount with interest at the rate described in Paragraph 2 and all costs accrued subsequent to this Judgment are not paid, the Clerk of the Court shall sell the subject property at public sale on July 16, 2015, to the highest bidder for cash, except as prescribed in Paragraph 5,:

\_\_\_\_\_ at the address described above beginning at 11:00 A.M. on the prescribed date.

By By electronic sale at www.bay.realforeclose.com beginning at 11:00 AM. CT

in accordance with section 45.031, Florida Statutes **The public sale shall not be postponed or canceled without a court**

order, and shall proceed regardless of whether plaintiff, a Plaintiff's representative, or Plaintiff's counsel is not present. All orders postponing or canceling the sale must be filed with the clerk of court no later than 5:00 p.m. two business days before the sale date. Counsel for plaintiff must be certain that the clerk has the original proof of publication of the notice of sale on file no less than three business days before the sale date. Failure to file the original proof of publication of sale will not stop the sale, however the certificate of sale will not issue until the original proof of publication of notice of sale is filed. The failure of Plaintiff's counsel to properly and timely publish the notice of sale may result in sanctions against the plaintiff, Plaintiff's counsel individually, and the law firm representing the plaintiff. If the original proof of publication of the notice of sale is not filed with the clerk within ten calendar days after the sale, an order will be entered directing the plaintiff to show cause why the sale should not be vacated and the case dismissed without prejudice. The fact that an attorney has a high volume practice will not be a showing of good cause.

Any electronic sale by the Clerk shall be in accordance with the written administrative policy for electronic sales published by the Clerk at the official website for the clerk and posted in the public areas of the Clerk's office.

5. **Costs.** 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 for sale, provided, however that the purchaser of the property for sale shall be responsible for the documentary stamps payable on the certificate of title. If Plaintiff is the purchaser, the clerk shall credit Plaintiff's bid with the sum with interest and costs accruing subsequent to this judgment, or such part of it, as is necessary to pay the bid in full.

6. **Distribution of Proceeds.** 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 the plaintiff's costs; second, documentary stamps affixed to the Certificate; third, plaintiff's attorneys' fees; fourth, the total sum due to the plaintiff, less the items paid, plus interest at the rate prescribed in paragraph 1 from this date to the date of the sale; and by retaining any remaining amount pending the further order of this court.

7. **Right of Redemption.** On filing of the Certificate of Sale, Defendant(s) and all persons claiming under or against defendant(s) since the filing of the notice of *lis pendens* shall be foreclosed of all estate or claim in the property, except as to claims or rights under chapter 718 or chapter 720, Florida Statutes, if any.

8. **Right of Possession.** Upon the filing of the Certificate of Title, the person named on the Certificate of Title shall be let into possession of the property, subject to the provisions of the "Protecting Tenant At Foreclosure Act of 2009". If any Defendant remains in possession of the property, the Clerk shall without further order of the Court issue forthwith a writ of possession upon request of the person named on the Certificate of Title.

9. **Assignment of Judgment.** The Plaintiff may assign the Judgment and/or credit bid by the filing of an assignment without further Order of the Court.

10. **Jurisdiction Retained.** The Court retains jurisdiction of this action to enter further orders that are proper, including, without limitation, Orders authorizing writs of possession and an award of attorney's fees, including the filing of a supplementary complaint to add an omitted party post-judgment, and to enter deficiency judgments if the borrower has not been discharged in bankruptcy.

**11. REFORMATION OF MORTGAGE. IF THE LEGAL DESCRIPTION CONTAINED IN THE MORTGAGE CONTAINS AN ERROR, BY ENTRY OF THIS JUDGMENT, AND WITHOUT FURTHER ACTION BEING REQUIRED, THE MORTGAGE BEING SUED UPON IS HEREBY REFORMED TO REFLECT THE CORRECT LEGAL DESCRIPTION AS DESCRIBED IN THE COMPLAINT.**

**12. NOTICE PURSUANT TO AMENDMENT TO SECTION, 45.031, FLA.ST.(2006)**

**IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THE FINAL JUDGMENT.**

**IF YOU ARE A SUBORDINATE LIEN HOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN SIXTY (60) DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.**

**IF YOU ARE THE PROPERTY OWNER, YOU MAY CLAIM THESE FUNDS YOURSELF. YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CHECK WITH THE CLERK OF THE COURT FOR YOUR COUNTY WITHIN (10) DAYS AFTER THE SALE TO SEE IF THERE IS ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN THE REGISTRY OF THE COURT.**

**IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION. IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT A LOCAL LEGAL AID OFFICE TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST OTHER OPTIONS. IF YOU CHOOSE TO CONTACT A LOCAL LEGAL AID OFFICE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.**

DONE AND ORDERED in BAY County, Florida, this 12 day of June, 2015.

  
Circuit Judge

Publish in THE NEWS HERALD

Copies furnished to:

MILLENNIUM PARTNERS, 21500 Biscayne Blvd., Suite 600, Aventura, FL 33180  
[service@millenniumpartners.net](mailto:service@millenniumpartners.net)

All parties listed on the attached Service List.

SERVICE LIST

Case No.: 03-2014-CA-001616

DEBORAH S. LAKEMAN A/K/A DEBORAH SUE LAKEMAN  
40 BLUE BIRD CIR  
RINGGOLD, GA 30736 7339

UNKNOWN OCCUPANT(S) NKA KENNETH LAKEMAN  
510 ELM WAY  
PANAMA CITY, FL 32404

JAMES R. TURNER  
109 OAK SHADOWS  
TUPELO, MS 38804