

Filing # 85082274 E-Filed 02/18/2019 12:38:14 PM

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

WENDWOOD CONDOMINIUM  
OWNERS ASSOCIATION, INC.

Plaintiff,

vs.

Case No.: 2018-CA-912

JAMES M. JONES A/K/A JAMES JONES,  
FRANCES J. JONES A/K/A FRANCES JONES, and  
DORRISE WALTON A/K/A JUNIE WALTON,

Defendants.

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**FINAL JUDGMENT OF FORECLOSURE**

This cause came before this Court on February 18, 2019, on the Plaintiff, WENDWOOD CONDOMINIUM OWNERS ASSOCIATION, INC.'s Motion for Summary Judgment, and the Court being fully advised in the premises, exhibits, affidavits and other proofs filed herein, and having heard the argument of counsel, and being otherwise fully advised of the premises, it is:

**ORDERED and ADJUDGED:**

1. This Court has jurisdiction of and over the subject matter of this cause and over the parties to this action.
2. Plaintiff properly served the Defendants with a copy of its Complaint and Summons.
3. The equities of this cause are with Plaintiff, WENDWOOD CONDOMINIUM OWNERS ASSOCIATION, INC. Plaintiff is due from Defendants, JAMES M. JONES A/K/A JAMES JONES, FRANCES J. JONES A/K/A FRANCES JONES, and DORRISE WALTON A/K/A JUNIE WALTON, the following sum of money as to Unit H-1 at Wendwood

Condominium:

a. Assessments (Principal):	\$5,926.76
b. Interest & Late Fees	\$572.34
c. Attorney's Fees (12.40 @ \$225; \$250 Flat Fee Lien):	\$3,040.00
d. Costs	\$1,185.58
<b>TOTAL</b>	<b>\$ 10,724.68</b>

4. The attorneys' fee determination is made under the dictates of Standard Guaranty Insurance Co. v. Quanstrom, 555 So. 2d 828 (Fla. 1990) and Florida Patient's Compensation Fund v. Rowe, 472 So. 2d 1145 (Fla. 1985). If hours and rates are not stated, the amounts stated in Plaintiff's counsel's affidavit are adopted as being reasonable.

5. A lien is held by Plaintiff for the total sum specified in paragraph 3, plus interest, superior in dignity to any right, title, interest, or claim of the Defendants and all persons, corporations, or other entities claiming by, through or under the Defendants. Plaintiff's lien encumbers the subject property located in Bay County, Florida, described as follows:

**Unit H-1, Wendwood Condominium, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 1420, Page 1838, amended in Official Records Book 1420, at Page 1929, Official Records Book 1532, at Page 1199 and Official Records Book 1459, at Page 1377, Official Records Book 1562, at Page 937, Official Records Book 1562, at page 947 all of the Public Records of Bay County, Florida, and all exhibits and amendments recorded thereof, together with an undivided interest in the common elements, if any, appurtenant thereto, subject to and in accordance with the covenants, conditions, restrictions, terms and other provisions of said Declaration, and its amendments.**

5. If the total sum due Plaintiff, plus interest at the rate of 6.33%, from and after the date of this judgment, is not paid, the Clerk of this Court shall sell the above-described property at public sale at 11:00 a.m/p.m. on April 2, 2019, 2019, to the highest bidder or

bidders, sales to be held at [www.bay.realforeclose.com](http://www.bay.realforeclose.com), after having first given notice as required by § 45.031, Florida Statutes.

6. Plaintiff shall advance the cost of publishing the notice of sale and the Clerk's fee for making the sale and shall be reimbursed therefor by the Clerk from the proceeds of the sale or redemption if Plaintiff shall not become the purchaser of the property at the sale.

7. In the event that additional sums are expended by Plaintiff to protect its interests, including but not limited to real estate taxes, hazard insurance, property preservation, or other necessary costs, Plaintiff shall file an affidavit setting forth such expenditures and seek Court approval for reimbursement for any such expenditures.

8. Plaintiff may bid for the purchase of the property at the sale, and, if Plaintiff is the purchaser, the Clerk shall credit on the bid of Plaintiff the total sum herein found to be due to Plaintiff or such portion thereof as may be necessary to pay fully the bid of Plaintiff, except that the sums mentioned in subparagraph 9a of this judgment must be paid in cash, attorneys' check, or other payment acceptable to the Clerk.

9. After confirmation of the sale, whether confirmation is by the Clerk filing the certificate of title or by this Court filed following objections to the sale, the Clerk shall distribute the proceeds of the sale in the following order and in the amounts due under each of the following subparagraphs:

a. All costs and expenses of these proceedings subsequent to the entry of this Final Judgment of Foreclosure, including the cost of publishing the notice of sale and the Clerk's fee for making the sale, unless Plaintiff, having already paid for those two items of cost, is the purchaser at the sale; the costs of the state documentary tax stamps affixed to the certificate of title based on the amount bid for the property; plus costs, if paid by the purchaser.

b. The attorneys' fees hereby allowed to Plaintiff's attorney.

c. The total sum herein found to be due to Plaintiff, plus interest at 6.33 % per annum, less the attorneys' fees mentioned in subparagraph 9b.

d. The balance of the proceeds of the sale in excess of the amounts paid under subparagraphs 9a-9c shall be retained by the Clerk pending further order of this Court.

10. On confirmation of the sale, whether by the Clerk filing the certificate of the sale herein, or by order of the court ruling upon objections to the sale, and any and all persons claiming by, through, under, or against Defendants since the date of filing of the notice of lis pendens herein, are forever barred and foreclosed of and from all right, title, interest, claim, equity, right of redemption, or demand of any kind or nature whatsoever in and to the property herein described. The purchaser at the sale or his or her representative or assigns shall be let into possession of that property. If applicable and upon further order of the Court, the Clerk of the Court shall be specifically authorized to issue a Writ of Possession for any of the premises described in Paragraph 4 above, and the Sheriff shall be authorized to serve the Writ of Possession forthwith after issuance of the Certificate of Title.

11. **NOTICE PURSUANT TO AMENDMENT TO § 45.031(1)(a), FLA. STAT.:**

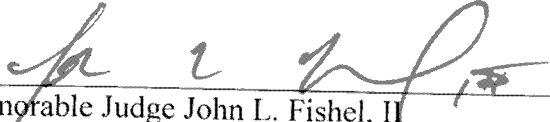
**IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THIS FINAL JUDGMENT.**

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

12. Jurisdiction of this action and of the parties is retained to enter further orders that are proper, including, without limitation, writs of possession, supplementary attorneys' fees, and

deficiency judgments.

**DONE and ORDERED** in chambers in Bay County, Florida, this 18th day of February, 2019.

  
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Honorable Judge John L. Fishel, II  
Circuit Court Judge

**Copies to:**

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