

5/30/2019 1:54 PM Tara S. Green

2018-CA-000432

**IN THE CIRCUIT COURT OF THE FOURTH
JUDICIAL CIRCUIT IN AND FOR CLAY
COUNTY, FLORIDA**

Case No: 2018-CA-000432

**CARRINGTON MORTGAGE SERVICES,
LLC,
Plaintiff,**

vs.

**BENFORD K. BLANKENSHIP; MELBA C.
BLANKENSHIP; REBECCA KNEELAND;
RANDY CRUMMEY; JAMES MICHAEL
CRUMMEY; JANICE CRAWFORD; HUBERT
DWAINE CRUMMEY; WALTER WAYNE
CRUMMEY; UNKNOWN TENANT #1; and
UNKNOWN TENANT #2,
Defendants.**

FINAL JUDGMENT OF FORECLOSURE

THIS MATTER was heard before the Court on Motion for Summary Final Judgment, of Plaintiff, **CARRINGTON MORTGAGE SERVICES, LLC**, on May 29, 2019. After consideration of all evidence presented and the state of the record, this Court rules as follows:

IT IS ADJUDGED that:

1. Final Judgment in favor of the Plaintiff, **CARRINGTON MORTGAGE SERVICES, LLC**, is **GRANTED** as to all counts and against the following Defendants: **BENFORD K. BLANKENSHIP; MELBA C. BLANKENSHIP; REBECCA KNEELAND; RANDY CRUMMEY; JAMES MICHAEL CRUMMEY; JANICE CRAWFORD; HUBERT DWAINE CRUMMEY; WALTER WAYNE CRUMMEY; UNKNOWN TENANT #1; and UNKNOWN TENANT #2.**

2. **Amounts Due.** The following amounts are due and owed to the Plaintiff:

Principal Balance Due		\$ 136,961.14
Interest on the Note and Mortgage from 06/01/17 to 05/01/19 Per Diem of \$20.925 at 5.5%		\$ 14,438.02
Pre-Acceleration Late Charges		\$ 407.61

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ESCROW ADVANCES		\$ 4,634.22
Beginning Balance (\$1,264.05)		
County Taxes \$2,044.93		
Tax Year 2017 County Tax Pmt	\$613.62	
Tax Year 2018 County Tax Pmt	\$1,431.31	
Hazard Insurance \$2,810.00		
Tax Year 2017 Hazard Ins Pmt	\$1,278.00	
Tax Year 2018 Hazard Ins Pmt	\$1,532.00	
MIP \$1,043.34		
Tax Year 2017 MIP Pmt	\$224.40	
Tax Year 2018 MIP Pmt	\$657.80	
Tax Year 2019 MIP Pmt	\$161.14	
FHA Premium Due HUD		\$ 159.66
Property Inspection Fee		\$ 340.00
8/30/2017 \$20.00 Property Inspection Fee		
10/4/2017 \$20 Property Inspection Fee		
11/16/2017 \$20 Property Inspection		
12/12/2017 \$20 Property Inspection		
1/11/2018 \$20 Property Inspection		
2/15/2018 \$20 Property Inspection		
3/21/2018 \$20.00 Property Inspection		
4/11/2018 \$20.00 Property Inspection		
5/11/2018 \$20 Property Inspection		
6/13/2018 \$20 Property Inspection		
7/12/2018 \$20 Property Inspection		
9/13/2018 \$20 Property Inspection		
10/17/2018 \$20.00 Property Inspection		
11/19/2018 \$20 Property Inspection		
12/14/2018 \$20 Property Inspection		
3/13/2019 \$20 Property Inspection		
3/22/2019 \$20 Property Inspection		
Property Preservation		\$ 6,589.83
2/15/2018 \$105 Prop Pres-Initial Grass Cut		
2/15/2018 \$60.00 Prop Pres-Lock Change		
2/15/2018 \$100 Prop Pres-Winterization		
3/21/2018 \$100 Prop Pres-Recurring Grass Cut		
4/18/2018 \$100.00 Prop Pres-Recurring Grass Cut		
4/18/2018 \$100 Prop Pres-Recurring Grass Cut		

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5/1/2018 \$120 Prop Pres-Securing-Padlock		
5/1/2018 \$641.41 Prop Pres-Shrub Trimming		
5/11/2018 \$250 Prop Pres-Debris Removal		
5/18/2018 \$100 Prop Pres-Recurring Grass Cut		
6/1/2018 \$50 Proper Pres-Health & Safety		
6/1/2018 \$522.99 Prop Pres-Other		
6/1/2018 \$75 Prop Pres-Lock Change		
6/1/2018 \$45 Prop Pres-Cap Water Line		
6/1/2018 \$100 Prop Pres - Clean		
6/1/2018 \$877.52 Prop Pres - Repairs Per Bid		
6/1/2018 \$100 Prop Pres-Recurring Grass Cut		
6/13/2018 \$100.00 Prop Pres-Recurring Grass Cut		
6/14/2018 \$100.00 Prop Pres-Recurring Grass Cut		
6/20/2018 \$68.92 Prop Pres-Other		
6/20/2018 \$800 Prop Pres - Demolition		
6/20/2018 \$673.99 Prop Pres-Shrub Trimming		
6/28/2018 \$100 Prop Pres-Recurring Grass Cut		
8/14/2018 \$100 Prop Pres-Recurring Grass Cut		
9/11/2018 \$100 Prop Pres-Recurring Grass Cut		
9/17/2018 \$100 Prop Pres-Recurring Grass Cut		
9/17/2018 \$100 Prop Pres-Recurring Grass Cut		
10/17/2018 \$100 Prop Pres-Recurring Grass Cut		
11/9/2018 \$100.00 Prop Pres-Recurring Grass Cut		
11/19/2018 \$100 Prop Pres-Recurring Grass Cut		
12/14/2018 \$100 Prop Pres-Recurring Grass Cut		
3/1/2019 \$100 Prop Pres-Recurring Grass Cut		
3/7/2019 \$100 Prop Pres-Recurring Grass Cut		
3/13/2019 \$100 Prop Pres-Recurring Grass Cut		
3/22/2019 \$100 Prop Pres-Recurring Grass Cut		
3/22/2019 \$100 Prop Pres-Recurring Grass Cut		
SUBTOTAL		\$ 163,530.48
Attorney's Fees		\$ 5,685.00
1 hr at \$215/hr \$215.00		
Flat fee \$5,470.00		
Court Costs		\$ 2,617.76
Complaint Filing Fee \$978.08		
Recording Fees \$33.00		
Death Certificates \$10.00		
Service of Process \$925.00		

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Guardian ad Litem	\$550.00		
Summons fee	\$62.10		
Affidavit as to Reasonable	\$50.00		
Statutory Postage	\$9.58		
Interest on the Note and Mortgage from 05/02/19 to 05/29/19			\$ 585.90
Per Diem of \$20.925 at 5.5%			
TOTAL DUE			\$ 172,419.14

3. The total sum referenced in Paragraph 2 shall bear interest at the statutory rate of 6.5% from this date forward.

4. **Lien on Property.** Plaintiff, whose address is: 1600 South Douglass Road, Suite 200-A, Anaheim, California 92806 holds a lien for the total sum specified in Paragraph 2 herein. The lien of the Plaintiff is superior in dignity to any right, title, interest or claim of the following Defendants: **BENFORD K. BLANKENSHIP; MELBA C. BLANKENSHIP; REBECCA KNEELAND; RANDY CRUMMEY; JAMES MICHAEL CRUMMEY; JANICE CRAWFORD; HUBERT DWAIN CRUMMEY; WALTER WAYNE CRUMMEY; UNKNOWN TENANT #1; and UNKNOWN TENANT #2** and all persons, corporations, or other entities claiming by, through or under the Defendants or any of them, and the property will be sold free and clear of all claims of the Defendants, with the exception of any assessments that are superior pursuant to Sections 718.116 or 720.3085, Florida Statutes or the Declaration of Covenants, whichever provides the most protection for the Plaintiff from liability for past due assessment. Additionally, all liens and/or property transfers recorded after the recording of the *lis pendens* in this action are hereby foreclosed of their interest pursuant Fla. Stat. § 48.23. If the United States of America is a Defendant in this action, then pursuant to 28 U.S.C. § 2410(c), it shall have a period of 120 days from the date of sale to redeem the subject property. All municipal liens recorded after the mortgage, which do not have an independent statutory basis for super-priority are hereby foreclosed pursuant to *City of Palm Bay v. Wells Fargo Bank, N.A.*, 114 So.3d 924 (Fla. 2013), but the holders of any such liens may retain a right of redemption as provided by Fla. Stat. § 45.0315. The lien of the Plaintiff encumbers the subject property located in CLAY County, Florida, and described as:

Lot 3, SEMINOLE RIDGE SUBDIVISION, according to the map or plat thereof, as recorded in Plat Book 9, Page 14, of the Public Records of Clay County, Florida.

Property Address: **6853 GROVE ROAD, MELROSE, FL 32666**

5. If the total sum with interest at the rate described in paragraph 3 and all costs accrued subsequent to this judgment are not paid, the Clerk of Circuit Court shall sell the subject property at public sale on July 31, 2019 (date) to the highest bidder for cash, except as prescribed in Paragraph 6, via an online sale at www.clay.realforeclose.com, beginning at 10 a.m. on the prescribed date after having first given notice as required by section 45.031, Florida Statutes. Plaintiff must arrange for publication of notice of sale in accordance with chapters 45 and 702, Florida Statutes. The Plaintiff must file the original Notice of Sale and Affidavit of Proof of Publication with the Clerk no later than 24 hours

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prior to the sale. Plaintiff or Plaintiff's attorney may also cancel or reschedule the sale by filing a motion with the Court in accordance with Florida Rules of Civil Procedure, Form 1.996(b) and may seek to reschedule the sale to a later date.

6. **Costs.** Plaintiff shall advance all subsequent required costs of this action. Except for the fee to the Clerk as provided in §45.035, Florida Statutes, and publishing costs supported by an affidavit, reimbursement or credit for such costs shall be by court order based upon a written motion and adjudication at a hearing with notice. If a third party bidder is the purchaser, the third party bidder must pay the documentary stamps attached to the certificate of title in addition to the bid.

7. **Plaintiff's Additional Expenses.** If the Plaintiff incurs additional expenses subsequent to the entry of this final judgment but prior to the sale date specified in paragraph 5, Plaintiff may, by written motion served on all parties and adjudication at a hearing with notice, seek to amend this final judgment to include said additional expenses.

8. **Distribution of Proceeds.** On the filing of 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, unless the property is purchased by a third party bidder; 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 4 from this date to the date of the sale; and by retaining any remaining amount pending further Order of this Court.

9. **Right of Redemption/Right of Possession.** 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. On filing of the Certificate of Sale, Defendant(s)' right of redemption as provided by section 45.0315, Florida Statutes shall be terminated. On filing of the Certificate of Title, the person named on the Certificate of Title shall be let into possession of the property.

10. **Attorneys' Fees.** The Court finds, based upon the affidavits/testimony presented and upon inquiry of counsel for the Plaintiff, that a flat fee of \$5,470.00 and 1.0 hour were reasonably expended by Plaintiff's counsel and that and hourly rate of \$215.00 is appropriate. PLAINTIFF'S COUNSEL CERTIFIES THAT THE ATTORNEY FEE AWARDED DOES NOT EXCEED ITS CONTRACT FEE WITH PLAINTIFF. The Court finds that there are no reduction or enhancement factors for consideration by the Court pursuant to *Florida Patient's Compensation v. Rowe*, 427 So. 2d 1145 (Fla. 1985).

11. **IMPORTANT INFORMATION PROVIDED** pursuant to section 45.031, Florida Statutes:

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.

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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 60 DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.

If the property has qualified for the homestead tax exemption in the most recent approved tax roll, also include the following two paragraphs:

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, TARA S. GREEN, CLERK & COMPTROLLER, CLAY COUNTY COURTHOUSE, P.O. BOX 698, GREEN COVE SPRINGS, FL 32043, 904-269-6302 (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 LEGAL SERVICES OFFICE, SUCH AS: JACKSONVILLE LEGAL AID, 126 W. ADAMS ST., JACKSONVILLE, FL 32202, PHONE: (904) 356-8371, (TOLL FREE) (866) 356-8371, FAX: (904) 356-8285, OFFICE WEBSITE: [HTTP://WWW.JAXLEGALAID.ORG](http://www.jaxlegalaids.org) 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 ANOTHER OPTION. IF YOU CHOOSE TO CONTACT ONE OF THESE SERVICES FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

12. Only the judgment owner will be allowed to credit bid. An assignment of the final judgment of foreclosure filed with the Clerk of the Circuit Court prior to the public sale will effectively transfer with it the right to credit bid at the sale. Court approval of the assignment of the final judgment is not required.

13. Upon issuance of the Certificate of Title, the Clerk is authorized to issue a writ of possession without further action of the Court.

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14. **Jurisdiction Retained.** The Court retains jurisdiction of this action to enter further orders that are proper, including without limitation: any action to reforeclose any junior liens or interests that have been omitted from this Final Judgment of Foreclosure, any actions for collection or execution of any deficiency judgments against any borrowers, orders authorizing writs of possession, an award of attorney's fees, and to enter a deficiency judgment if the Defendant has not been discharged in bankruptcy.

 **DONE AND ORDERED** in CLAY County, Florida, on this 29 day of
2019.



CIRCUIT JUDGE

Copies furnished to:

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