

IN THE COUNTY COURT OF THE THIRD JUDICIAL CIRCUIT  
IN AND FOR TAYLOR COUNTY FLORIDA

U.S. BANK TRUST NATIONAL  
ASSOCIATION, AS TRUSTEE FOR LB-  
DWELLING SERIES V TRUST,  
Plaintiff,

CIRCUIT CIVIL DIVISION

CASE NO.: 2023-CC-000106

v.

WENDY BAUMGARDNER, *et al.*,  
Defendants.

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**NOTICE OF FORECLOSURE SALE PURSUANT TO CHAPTER 45**  
**(Publish in PERRY NEWSPAPER)**

**NOTICE OF SALE PURSUANT TO CHAPTER 45 IS HEREBY GIVEN** that, pursuant to the Final Judgment of Mortgage Foreclosure dated February 16, 2024, issued in and for Taylor County, Florida, in Case No. 2023-CC-000106, wherein U.S. BANK TRUST NATIONAL ASSOCIATION, AS TRUSTEE FOR LB-DWELLING SERIES V TRUST is the Plaintiff, and WENDY BAUMGARDNER, DUSTIN BAUMGARDNER, TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS and CLERK OF THE CIRCUIT COURT OF TAYLOR COUNTY, FLORIDA are the Defendants.

**The Clerk of the Court, GARY KNOWLES**, will sell to the highest and best bidder for cash, in accordance with Section 45.031, Florida Statutes, on **March 26, 2024, at in-person sale beginning at 11:00 AM, at on the east steps of the Taylor County Courthouse, 108 North Jefferson Street, Perry, FL 32348** the following-described real property as set forth in said Final Judgment of Mortgage Foreclosure, to wit:

THE FOLLOWING DESCRIBED LAND, SITUATE, LYING AND BEING IN TAYLOR COUNTY, FLORIDA, TO-WIT FROM THE SOUTHEAST (SE) CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 7 EAST RUN THENCE S 89 DEGREES 53 MINUTES 59 SECONDS WEST ALONG THE ONE HALF SECTION LINE 132.0 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 53 MINUTES 59 SECONDS WEST 198.0 FEET, THENCE NORTH 0 DEGREES 27 MINUTES 01 SECONDS WEST 330.0 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 59 SECONDS EAST 198.0 FEET; THENCE SOUTH 0 DEGREES 27 MINUTES 01 SECONDS EAST 330.0 FEET TO THE POINT OF BEGINNING. LESS THE SOUTH 50.0 FEET FOR ROAD RIGHT-OF-WAY. CONTAINING 1.27 ACRES. ALSO-INCLUDING A 1985 SPRINGHILL DOUBLEWIDE MOBILE HOME SERIAL# S GAFL2AF233344781 & GAFL2BF233344781. ALL LYING AND BEING IN TAYLOR COUNTY, FLORIDA.

Property Address: 3048 Pisgah Road, Perry, FL 32347

ANY PERSON CLAIMING AN INTEREST IN THE SURPLUS FROM THE SALE, IF ANY, OTHER THAN THE PROPERTY OWNER AS OF THE DATE OF THE LIS PENDENS MUST FILE A CLAIM BEFORE THE CLERK REPORTS THE SURPLUS AS UNCLAIMED.

Dated: This 22 day of February, 2024.



GARY KNOWLES  
CLERK OF THE CIRCUIT COURT

By: [Signature]  
As Deputy Clerk

**IMPORTANT**

If you are a person with a disability who requires accommodations in order to participate in a court proceeding, you are entitled, at no cost to you, the provision of certain assistance. Please contact: Carrina Cooper, Court Administration, 173 NE Hernando Avenue, Room 408, Lake City, FL 32055; Phone: 386-758-1465, [adamail@jud3.flcourts.org](mailto:adamail@jud3.flcourts.org). Contact Court Administration at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing impaired call 711.

**Publish In: PERRY NEWSPAPER**

Invoice to:

HOWARD LAW

4755 Technology Way, Suite 104

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Phone: (954) 893-7874

Fax: (888) 235-0017

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[Harris@HowardLaw.com](mailto:Harris@HowardLaw.com)

*Counsel for Plaintiff*

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that a true and correct copy of the foregoing was furnished via U.S. Mail or E-Mail to those parties listed below on this 22 day of February, 2024.

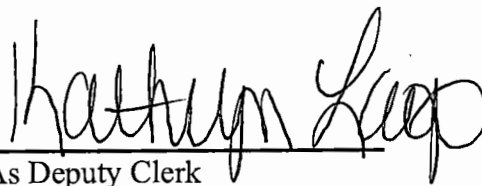
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Counsel for Defendant, Clerk of the Circuit Court of Taylor County, Florida

Dustin Baumgardner  
3048 Pisgah Road  
Perry, FL 32347

By:

  
As Deputy Clerk

TAYLOR COUNTY FLORIDA GARY KNOWLES  
Instrument: [REDACTED] Recorded: 02/16/2024 4:20 PM

IN THE COUNTY COURT OF THE THIRD JUDICIAL CIRCUIT  
IN AND FOR TAYLOR COUNTY FLORIDA

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U.S. BANK TRUST NATIONAL ASSOCIATION,  
AS TRUSTEE FOR LB-DWELLING SERIES V  
TRUST,

CIRCUIT CIVIL DIVISION

CASE NO.: 2023-CC-000106

Plaintiff,

v.

WENDY BAUMGARDNER; *et al.*,  
Defendants.

**FINAL JUDGMENT OF MORTGAGE FORECLOSURE**

**THIS ACTION** was heard before this Court on February 07, 2024, upon U.S. BANK TRUST NATIONAL ASSOCIATION, AS TRUSTEE FOR LB-DWELLING SERIES V TRUST's ("Plaintiff") Motion for Summary Final Judgment of Mortgage Foreclosure ("Motion"). Counsel for Plaintiff and for Defendant non-borrower/non-mortgagor, WENDY BAUMGARDNER, appeared. The Court reviewed the Motion, the Plaintiff's Affidavits filed in support of said Motion, the relevant case law, the pleadings, the Clerk's docket, and all other relevant filings, finding no affidavits filed by the Defendants in opposition to the Motion, and having heard argument of counsel for the aforementioned parties, hereby finds that there are no genuine issues of material fact that preclude the entry of summary judgment in favor of Plaintiff in this case. The Court further makes the following findings of fact and conclusions of law:

a) The sole Borrower, GEROMA N. WIGGINS, who is since deceased, executed the Note and Mortgage ("Loan Documents") that are the subject of this action and the original Note was filed by the Plaintiff in support of its Motion and the Court has confirmed receipt of same. That the Plaintiff was in possession of the original Disclosure Statement, Note and Security Agreement with Allonge bearing a blank indorsement (the "Note") prior to the filing of this action and remains in possession and therefore, is the holder entitled to enforce the Loan Documents.

b) The Borrower defaulted on the Loan Documents by failing to make the payment due on July 3, 2022, and all subsequent payments; same is supported by Plaintiff's business records and its Affidavit of Indebtedness filed in support of the Motion. Thereafter she was sent a notice of default in compliance with the Loan Documents by Plaintiff's loan service and the Court finds Plaintiff performed all conditions precedent to acceleration of the Loan Documents and the filing the instant action.

c) The Court further finds that the amounts due and owing to Plaintiff, as outlined in its Affidavits filed in support of the Motion, are true and accurate and that Plaintiff is entitled to same.

d) Service of process has been duly and regularly obtained over Defendants, WENDY BAUMGARDNER, DUSTIN BAUMGARDNER, TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS and CLERK OF THE CIRCUIT COURT OF TAYLOR COUNTY, FLORIDA. Proof of such service is in the Court file.

- e) There is no record evidence to support any allegations to the contrary.

### **COURT RULING**

Based on the Court's findings above, it is hereby **ORDERED AND ADJUDGED** as follows:

1. Plaintiff's Motion for Summary Final Judgment of Mortgage Foreclosure is hereby **GRANTED** and this Final Judgment is hereby entered in favor of the Plaintiff, U.S. BANK TRUST NATIONAL ASSOCIATION, AS TRUSTEE FOR LB-DWELLING SERIES V TRUST, and against the following Defendants listed by name: WENDY BAUMGARDNER; DUSTIN BAUMGARDNER; TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS; and CLERK OF THE CIRCUIT COURT OF TAYLOR COUNTY, FLORIDA.

2. **Amounts Due and Owing.** Plaintiff, U.S. BANK TRUST NATIONAL ASSOCIATION, AS TRUSTEE FOR LB-DWELLING SERIES V TRUST, whose address is c/o SN Servicing Corporation, 323 5th Street, Eureka, CA 95501, is now due:

Unpaid Principal Balance on Note and Mortgage	\$22,300.39
Accrued Interest at 9.69% from June 3, 2022 through November 9, 2023	\$2,285.76
Accrued Interest at 9.69% from November 10, 2023 through February 7, 2024 (per diem: <u>\$5.92</u> )	\$532.80
Escrow Advances	\$662.91
Forbearance Principal	\$3,533.52
Prior Servicer Corp. Adv.	\$1,317.40
Attorney's Fees	\$7,869.50
Attorney's Costs	\$1,526.00
<b>GRAND TOTAL DUE</b>	<b>\$40,028.28</b>

3. **Interest.** The Grand Total Due in Paragraph 2 will bear interest at the prevailing statutory interest rate of 9.09% percent per year from this date through December 31 of this current year. Thereafter, on January 1 of each succeeding year until judgment is paid, the interest rate will adjust in accordance with Section 55.03, Florida Statutes.

4. **Attorney's Fees.** The Court finds that the total sum of \$7,869.50 is a reasonable attorney's fee for the services rendered and presently anticipated to be rendered in this action by Plaintiff's counsel, HOWARD LAW. This sum is comprised of \$4,750.00 for an agreed to flat fee with regard to the services rendered time on routine, non-contested portions of this action plus \$3,119.50, consisting of 1.10 hours at a rate of \$245.00 per hour, 9.50 hours at a rate of \$300.00 per hour, with regard to services rendered on non-routine and/or contested portions of this action. PLAINTIFF'S COUNSEL CERTIFIES THAT THE ATTORNEY FEE AWARDED DOES NOT EXCEED ITS CONTRACT FEE WITH THE PLAINTIFF. The Court finds that there are

no reduction or enhancement factors for consideration by the Court pursuant to *Florida Patient's Compensation Fund v. Rowe*, 472 So. 2d 1145 (Fla. 1985).

5. **Lien on Property.** Plaintiff holds a valid lien for the Grand Total Due superior to all claims or estates of Defendants. The lien of the Plaintiff is superior in dignity to any right, title, interest or claim of the Defendants and all persons corporations any 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 Florida Statutes, Sections 718.116 and/or 720.3085. The Plaintiff's lien encumbers the following described real property located in Taylor County, Florida, and legally described as follows:

THE FOLLOWING DESCRIBED LAND, SITUATE, LYING AND BEING IN TAYLOR COUNTY, FLORIDA, TO-WIT FROM THE SOUTHEAST (SE) CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 7 EAST RUN THENCE S 89 DEGREES 53 MINUTES 59 SECONDS WEST ALONG THE ONE HALF SECTION LINE 132.0 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 53 MINUTES 59 SECONDS WEST 198.0 FEET, THENCE NORTH 0 DEGREES 27 MINUTES 01 SECONDS WEST 330.0 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 59 SECONDS EAST 198.0 FEET; THENCE SOUTH 0 DEGREES 27 MINUTES 01 SECONDS EAST 330.0 FEET TO THE POINT OF BEGINNING. LESS THE SOUTH 50.0 FEET FOR ROAD RIGHT-OF-WAY. CONTAINING 1.27 ACRES. ALSO-INCLUDING A 1985 SPRINGHILL DOUBLEWIDE MOBILE HOME SERIAL# S GAFL2AF233344781 & GAFL2BF233344781. ALL LYING AND BEING IN TAYLOR COUNTY, FLORIDA.

including the buildings, appurtenances, and fixtures located thereon.

Property Address: 3048 Pisgah Road, Perry, FL 32347  
(the "Subject Property").

6. **Sale of Property.** If the Grand Total Due with interest at the rate described in Paragraph 3 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 MARCH 26, 2024, with the first sale commencing at 11:00 AM on the specified date, (except legal holidays) in Taylor County, Florida, in accordance with Florida Statutes, Section 45.031 to the highest bidder for cash, except as prescribed herein, using the following method:

- on the east steps of the Taylor County Courthouse, 108 North Jefferson Street, Perry, FL 32347

7. **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 Subject Property for sale. If Plaintiff is the purchaser, the Clerk shall credit Plaintiff's bid with the Grand Total Due with interest and costs accruing subsequent to this judgment, or such part of it, as is necessary to pay the bid in full. The Clerk shall receive the service charge imposed in Florida Statutes, Section

45.031. 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.

If the Plaintiff incurs additional expenses subsequent to the entry of this Final Judgment but prior to the sale date specified herein, Plaintiff may, by written motion served on all parties, seek to amend this Final Judgment to include said additional expenses.

8. **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 Plaintiff's costs; second, documentary stamps affixed to the Certificate, unless the Subject Property is purchased by a third-party bidder; third, Plaintiff's attorneys' fees; fourth, the Grand Total Due to Plaintiff, less the items paid, plus interest at the rate prescribed in Paragraph 3 above from this date to the date of the sale; and by retaining any remaining amount pending the further order of this Court.

9. **Right of Redemption.** On filing the Certificate of Sale, the Defendants' right of redemption as prescribed by Florida Statutes, Section 45.0315 shall be terminated.

10. **Right of Possession.** Upon the filing of the Certificate of Sale, Defendants and all persons claiming by, through, under or against any of the Defendants since the date of the filing of the Notice of Lis Pendens shall be forever barred and foreclosed of all estate or claim in the Subject Property, except as to claims or rights under Chapter 718 or Chapter 720 of the Florida Statutes, if any. Upon the filing of the Certificate of Title, the person named in the Certificate of Title shall be let into possession of the Subject Property.

11. **Jurisdiction Retained.** The Court specifically reserves jurisdiction to enter further orders the Court deems just and proper to include, without limitation, the following: (1) orders granting additional attorney's fees and costs; (2) writs of possession; (3) orders determining the amount and responsibility for assessments that may be due a condominium or homeowner's association pursuant to Florida Statutes, Sections 718.116 or 720.3085; (4) orders arising out of re-foreclosure, to include permitting a supplemental complaint to add an interest-holder; and/or (5) orders involving reformation of the mortgage instrument or deed to perfect title.

12. PURSUANT TO FLORIDA STATUTES, SECTION 45.031:

**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 THE DATE THAT THE CLERK REPORTS THE FUNDS AS UNCLAIMED. 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, P.O. BOX 620, PERRY, FL 32348 (TELEPHONE: 850-838-3506), 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 THREE RIVERS LEGAL SERVICES, 2111 SW SISTERS ROAD, LAKE CITY, FL 32056-3067 (TELEPHONE: 904-752-5960) 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 THREE RIVERS LEGAL SERVICES, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

13. The Plaintiff may assign the judgment and credit bid by the filing of an assignment without further order of the Court.

DONE AND ORDERED in Taylor County, Florida this 16 day of February 2024.

*W. Blue*

2024.02.16

10:33:46 -05'00'

BILL BLUE, COUNTY JUDGE

*BAR*  
Copies furnished to all parties:

HOWARD LAW

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Counsel for Taylor County Clerk of the Court

Dustin Baumgardner, 3048 Pisgah Road, Perry, FL 32347