



Property Report

ORDER NUMBER : 72717

BORROWER NAME : MARK JOHNSON AND DEBRA JOHNSON






PARCEL NUMBER : 042742-0000

COUNTY : DUVAL

SEARCH DATE : 07/18/2015

EFFECTIVE DATE : 07/14/2015

10432 GAILWOOD CIRCLE EAST, JACKSONVILLE, FL 32218

	VESTING	MARK JOHNSON AND DEBRA JOHNSON
	CHAIN OF TITLE	PROPER
	MORTGAGE / DOT	1 MORTGAGE FOUND
	JUDGMENTS / LIENS	18 JUDGMENTS FOUND
	TAXES	PAID



National Asset Management Group
2411 West La Palma Ave., Suite 350 Bldg 1
Anaheim, CA 92801
(714) 822-3344 • (800) 977-6264 Fax (714)
822-3345

Ref: Client Name NAMG

PROPERTY REPORT

Customer: NATIONAL ASSET MANAGEMENT GROUP

Loan #: 90224

Order Date: 07/18/2015

Plant Date: 07/14/2015

Ref: Rocktop006

Order ID: 72717

Property Address: 10432 GAILWOOD CIRCLE EAST, JACKSONVILLE, FL 32218

If Applicable AKA :

County Name: DUVAL

Assessor's Parcel Number: 042742-0000

No guarantee is made regarding (A) matters affecting the beneficial interest of any Mortgage or Deed of Trust which may be shown herein as an exception, or (B) other matters which may affect any such mortgage or Deed of Trust.

No guarantee is made regarding any liens, claims of liens, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said land is the same as said address



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Property Vesting

The last recorded document Purporting transferring title to said land described herein shows the following:

Purported Owner : MARK JOHNSON AND DEBRA JOHNSON

Document Type : QUITCLAIM DEED
Volume/Page : 16723/773
Grantor : STONECREST INCOME AND OPPORTUNITY FUND I, LLC
Grantee : MARK JOHNSON AND DEBRA JOHNSON
Execution Date : 03/12/2014
Recorded Date : 03/20/2014

Document Type : QUITCLAIM DEED
Volume/Page : 15549/1986
Grantor : AMERICAN GENERAL HOME EQUITY, INC.
Grantee : STONECREST INCOME AND OPPORTUNITY FUND I, LLC
Execution Date : 01/20/2011
Recorded Date : 03/22/2011

Document Type : WARRANTY DEED IN LIEU OF FORECLOSURE
Volume/Page : 15281/2105
Grantor : JANIE L. VERNON, AN UNMARRIED WOMAN
Grantee : AMERICAN GENERAL HOME EQUITY, INC.
Execution Date : 06/01/2010
Recorded Date : 06/21/2010

Document Type : WARRANTY DEED
Volume/Page : 10045/1583
Grantor : VIRGINIA W. LAFER, A MARRIED WOMAN AND JOANNE L. BROUSSEAU, A SINGLE PERSON
Grantee : JANIE L. VERNON, A SINGLE PERSON
Execution Date : 06/08/2001
Recorded Date : 06/27/2001



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Property Tax Information

Note: The Tax information set forth above reflects current Year General Tax information only. The record property information Report does not provide information relating to supplemental Tax Bills and/or prior Years(s) defaulted Taxes.

ITEM A

TAX VALUE INFORMATION

Land Value	: -
Improvement Value	: -
Total Value	: \$37,606.00
Exemptions	: -

TAX OBLIGATION INFORMATION

Tax Periods	: ANNUAL
Tax Year	: 2014
Tax Amount	: \$933.75
Tax Status	: Paid



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Legal Description

The land referred to in this property report is located in and described as follows per the Deed recorded above:

THE FOLLOWING REAL ESTATE SITUATED IN THE CITY OF JACKSONVILLE, COUNTY OF DUVAL, STATE OF FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 71, HIGHLANDS UNIT NO.5, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 24, PAGES 23 AND 23A OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.



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Official Records of the County where the Land is located shows the following Deed(s) of Trust affecting the Land:

ITEM 1

Document Type	: MORTGAGE
Volume/ Page	: 16723/756
Document No.	: 2014061288
Loan Amount	: \$36,372.53
Maturity Date	: 11/01/2025
Grantor	: MARK JOHNSON AND DEBRA JOHNSON
Beneficiary	: STONECREST INCOME AND OPPURTUNITY FUND I, LLC
Open End	: NO
Execution Date	: 04/11/2011
Recorded Date	: 03/20/2014
Assigned To	: ROCKTOP PARTNERS I, LP
Volume/ Page	: 17040/1108
Execution Date	: 11/06/2014
Recorded Date	: 01/21/2015
Comment	: -



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Official Records of the County shows the General Index matters against the purported Owners as follows:

Judgment Type 1 : FINAL JUDGMENT
Plaintiff : SHARON YVETTE SHANNON AND STATE OF FLORIDA, DEPARTMENT
OF REVENUE
Defendant : MARK STANLEY JOHNSON
Amount : \$287.00
Case No : 02-5804-FM
Dated Date : 09/05/2002
Recorded Date : 09/27/2002
Book / Page : 10685/2210
Instrument # : 2002273491
Comments :-

Judgment Type 2 : FINAL JUDGMENT
Plaintiff : JUDITH GALE QUATTLEBAUM AND STATE OF FLORIDA, DEPARTMENT
OF REVENUE
Defendant : MARK ASHFORD JOHNSON
Amount : \$4,600.00
Case No : 16-2003-DR-7990-FM
Dated Date : 11/04/2003
Recorded Date : 12/30/2003
Book / Page : 11551/1977
Instrument # : 2003419486
Comments : ADJUDICATION OF CONTEMPT RECORDED ON 05/25/2004 IN
BOOK/PAGE 11853/1368

ORDER GRANTING MOTION FOR CONTEMPT RECORDED ON 11/03/2004 IN INSTRUMENT NUMBER
2004350452.

ADJUDICATION OF CONTEMPT RECORDED ON 05/25/2004 IN INSTRUMENT NUMBER 2005205042

ORDER RECALLING WRIT OF ATTACHMENT RECORDED ON 07/10/2008 IN INSTRUMENT NUMBER
2008179295



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Judgment Type 3 : FINAL JUDGMENT
Plaintiff : BEACH BOULEVARD AUTO FINANCE, INC.
Defendant : MARK A. JOHNSON A/K/A MARK ANTHONY JOHNSON AND
LACHRISHA JOHNSON A/K/A LACHRISHA ANNE JOHNSON
Amount : \$4146.42
Case No : 16-2005-SC-4017
Dated Date : 08/11/2005
Recorded Date : 11/09/2005
Book / Page : 12875/714
Instrument # : 2005413291
Comments :-

Judgment Type 4 : FINAL JUDGMENT
Plaintiff : DIANA G. HENDERSON
Defendant : MARK JOHNSON, ET AL
Amount : \$100.00
Case No : 16-05-CC-020051
Dated Date : 02/03/2006
Recorded Date : 02/09/2006
Book / Page : 13063/156
Instrument # : 2006048073
Comments :-

Judgment Type 5 : FINAL JUDGMENT
Plaintiff : NCNB NATIONAL BANK OF FLORIDA
Defendant : TONNIKA ADAMS AND DEBRA JOHNSON
Amount : \$7,738.60
Case No : 91-11695-CC23
Dated Date : 03/11/1993
Recorded Date : 03/20/2007
Book / Page : 13876/193
Instrument # : 2007092736
Comments :-



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Judgment Type 6 : FINAL CIVIL JUDGMENT
Plaintiff : STATE OF FLORIDA
Defendant : MARK ANDREW JOHNSON
Amount : \$240.00
Case No : 16-2007-MM-010111-AXXX-MA
Dated Date : 03/27/2007
Recorded Date : 11/05/2007
Book / Page : 14257/1798
Instrument # : 2007348191
Comments :-

Judgment Type 7 : DEFAULT FINAL JUDGMENT
Plaintiff : ASSET ACCEPTANCE LLC
Defendant : MARK A JOHNSON
Amount : \$2806.67
Case No : 07SC9499MA J
Dated Date : 06/05/2008
Recorded Date : 06/10/2008
Book / Page : 14531/2389
Instrument # : 2008149437
Comments :-

Judgment Type 8 : FINAL JUDGMENT
Plaintiff : THE CITY OF JACKSONVILLE
Defendant : DEBRA JEAN JOHNSON
Amount : \$115.00
Case No : 16-2008-IN-007345-AXXX-MA
Dated Date : 02/05/2009
Recorded Date : 02/11/2009
Book / Page : 14778/373
Instrument # : 2009033263
Comments : -



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Judgment Type 9 : FINAL JUDGMENT
Plaintiff : THE CITY OF JACKSONVILLE
Defendant : DEBRA J. JOHNSON
Amount : \$115.00
Case No : 16-2008-IN-007346-AXXX-MA
Dated Date : 02/09/2009
Recorded Date : 03/04/2009
Book / Page : 14798/711
Instrument # : 2009051506
Comments :-

Judgment Type 10 : FINAL JUDGMENT
Plaintiff : JEANETTE MOBLEY
Defendant : M AND M AUTO WHOLESALE, INC. AND MARK JOHNSON
Amount : \$2,735.94
Case No : 16-2008-SC-8341 XXXX MA
Dated Date : 03/13/2009
Recorded Date : 03/17/2009
Book / Page : 14812/1660
Instrument # : 2009063179
Comments :-

Judgment Type 11 : FINAL DEFAULT JUDGMENT
Plaintiff : NATIONAL AUTO LENDERS, INC., A FLORIDA CORPORATION
Defendant : M & M AUTO WHOLESALE, INC. A FLORIDA CORPORATION, MARK JOHNSON, AND MARK A. DRURY, INDIVIDUALLY
Amount : \$122,459.82
Case No : 09-40889-CA-05 (04)
Dated Date : 11/05/2009
Recorded Date : 01/08/2010
Book / Page : 15121/899
Instrument # : 2010005130
Comments :-



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Ref: Client Name NAMG

Judgment Type 12 : AMENDED QUALIFIED DOMESTIC REALTORS ORDER
Plaintiff : DEBORAH ALLENE JOHNSON
Defendant : MARK KEVIN JOHNSON
Amount : 0.00
Case No : 1979-CA-6701
Dated Date : 06/07/2010
Recorded Date : 06/07/2010
Book / Page : 15265/1537
Instrument # : 2010128863
Comments :-

Judgment Type 13 : CHILD SUPPORT JUDGMENT
Plaintiff : MARILYN WILKES
Defendant : MARK JOHNSON
Amount : \$16,992.01
Case No : 16-2004-DR-5241-FM
Dated Date : 06/16/2010
Recorded Date : 06/29/2010
Book / Page : 15288/1946
Instrument # : 2010149008
Comments :-

Judgment Type 14 : FINAL JUDGMENT
Plaintiff : CAPITAL ONE BANK (USA), N.A., A CORPORATION
Defendant : DEBRA A JOHNSON
Amount : \$2,255.72
Case No : 09-SC-6218
Dated Date : 11/30/2009
Recorded Date : 07/06/2010
Book / Page : 15295/1752
Instrument # : 2010154379
Comments :-



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Ref: Client Name NAMG

Judgment Type 15 : ORDER OF CONVERSION TO FINAL JUDGMENT
Plaintiff : STATE OF FLORIDA
Defendant : MARK DOUGLAS JOHNSON
Amount : \$821.00
Case No : 16-2011-CF-7366 AXXX
Dated Date : 04/12/2012
Recorded Date : 04/18/2012
Book / Page : 15915/1574
Instrument # : 2012083978
Comments :-

Judgment Type 16 : JUDGMENT AND RESITUTION ORDER
Plaintiff : STATE OF FLORIDA
Defendant : MARK DOUGLAS JOHNSON, JR.,
Amount : \$687.50
Case No : 12CF013845AD
Dated Date : 04/17/2012
Recorded Date : 04/18/2012
Book / Page : 15915/1717
Instrument # : 2012084035
Comments : JUDGMENT AND RESITUTION ORDER RECORDED ON 04/18/2012 IN INSTRUMENT NUMBER 2012084041.

Judgment Type 17 : FINAL JUDGMENT
Plaintiff : PORTFOLIO RECOVERY ASSOCIATES, LLC
Defendant : MARK L. JOHNSON II
Amount : \$3,846.95
Case No : 2011-SC-002981
Dated Date : 10/10/2012
Recorded Date : 10/11/2012
Book / Page : 16101/2233
Instrument # : 2012223689
Comments :-



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Ref: Client Name NAMG

Judgment Type 18 : CONSENT FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE
Plaintiff : MARK S. JOHNSON
Defendant : DEBRA J. JOHNSON
Amount : 0.00
Case No : 16-2012-DR-006452
Dated Date : 10/30/2012
Recorded Date : 11/01/2012
Book / Page : 16126/1690
Instrument # : 2012243812
Comments :-

The effect of documents, proceedings, liens, decrees or other matters which do not specifically describe said land, but which, if any do exist, may affect the title or impose liens or encumbrances thereon. The name search necessary to ascertain the existence of such matters has not been completed and will require a statement of information from vestees in order to complete this report.

Limitation of Liability

Recipient recognizes that it is difficult to determine the extent of damages which could arise from any error or omission in this Report. Recipient recognizes that the Fee charged is nominal in relation to the potential damages or liabilities arising from any such error or omission. As a part of the consideration given in exchange for the issuance of this Report, the Recipient agrees that the Company's sole liability for any loss or damage arising by reason of any error or omission contained herein shall be limited by this paragraph. In no event shall such liability exceed the Fee amount charged for this report.

Drafted by & Return to:

Jon Freeman; Stonecrest Income and Opportunity Fund I, LLC
4300 Stevens Creek Blvd. #275, San Jose, CA 95129
Phone: 408-557-0700

Send Tax Statements to: Grantee

QUITCLAIM DEED

Dated: 3/12/2014

STATE OF **FLORIDA**

COUNTY OF **DUVAL**

KNOW ALL MEN BY THESE PRESENTS, that **Stonecrest Income And Opportunity Fund I, LLC**
(herein called GRANTOR), whose mailing address is 4300 Stevens Creek Blvd#275 San Jose, CA 95129,
and

Mark Johnson and Debra Johnson, (herein called GRANTEE), whose mailing address is 10432
Gailwood Circle E., Jacksonville, FL. 32218,

For and in the sum of **\$36,972.52** DOLLARS, the receipt of which is hereby acknowledged, have given,
granted, remised, released and forever quitclaimed, unto the Grantee, the following real estate situated in
the City of Jacksonville, County of Duval, State of Florida, more particularly described as follows:

COMMONLY KNOWN AS: 10432 Gailwood Circle E, Jacksonville, FL. 32218

PERMANENT PARCEL NO: 042742-0000

LEGAL DESCRIPTION:

**Lot 71, HIGHLANDS UNIT NO. 5, according to plat thereof as recorded in Plat Book 24, pages 23
and 23A of the current public records of Duval County, Florida.**

Being the same property conveyed to Stonecrest Income And Opportunity Fund I, LLC on: **3/22/2011,**
#2011064955

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto the said GRANTEE, its heirs and assigns forever, so that neither the GRANTOR, nor its successors or assigns, nor any other person claiming through or under it, shall or will hereafter claim or demand any right or title to the premises, or any part thereof, but they and everyone of them shall by these presents be excluded and barred forever.

EXECUTED this March 18, 2014.

WITNESS:

Eric Alvarez
Witness #1 *Eric Alvarez*

Shanna Shuper
Witness #2 *Shanna Shuper*

Stonecrest Income And Opportunity Fund I, LLC,
a California Limited Liability Company, by
Stonecrest Managers Inc., a California
Corporation, its Manager

Jon Freeman
By: Jon Freeman, Managing Member

State of California
County of Santa Clara

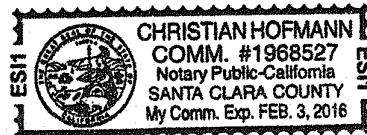
On March 18, 2014, before me, Christian Hofmann, Notary Public, personally appeared Jon Freeman, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Christian Hofmann
Signature of Notary Public

(notary seal)



Prepared by:

Jon Freeman; Stonecrest Income and Opportunity Fund I, LLC
4300 Stevens Creek Blvd. #275, San Jose, CA 95129
Phone: 408-557-0700

Prepared by & Return to:)
Stonecrest Income and Opportunity Fund I, LLC)
4300 Stevens Creek Blvd. #275)
San Jose, CA 95129)
Send Tax Statements to: Grantee)
Stonecrest Income and Opportunity Fund I, LLC)
4300 Stevens Creek #275, San Jose, CA 95129) - - - Above This Line Reserved for Official Use Only - - -

Property Appraiser Parcel Identification Number = 042742-0000

QUITCLAIM DEED

STATE OF FLORIDA

COUNTY OF DUVAL

KNOW ALL MEN BY THESE PRESENTS, that **American General Home Equity, Inc.** (herein called GRANTOR), whose mailing address is 601 NW Second St., Evansville, IN 47708, and

Stonecrest Income and Opportunity Fund I, LLC, (herein called GRANTEE), whose mailing address is 4300 Stevens Creek #275, San Jose, CA 95129,

Witnesseth, that Grantor, for and in the sum of Nine Thousand and 00/100 DOLLARS (\$9,000.00), the receipt of which is hereby acknowledged, have given, granted, remised, released and forever quitclaimed, unto the Grantee, the following real estate situated in the County of Duval, State of Florida, more particularly described as follows:

Lot 71, HIGHLANDS UNIT NO. 5, according to plat thereof as recorded in Plat Book 24, pages 23 and 23A of the current public records of Duval County, Florida.

Tax Parcel Number: 042742-0000

Commonly known as: 10432 Gailwood Circle E., Jacksonville, FL 32218

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto the said GRANTEE, its heirs and assigns forever, so that neither the GRANTOR, nor its successors or assigns, nor any other person claiming through or under it, shall or will hereafter claim or demand any right or title to the premises, or any part thereof, but they and everyone of them shall by these presents be excluded and barred forever.

EXECUTED this 20th day of January, 2011.

Signed in the presence of:

[Signature]
Witness

Beverly J. Kuhn
Witness

American General Home Equity, Inc.

[Signature]
BY: Jill Brooks, Assistant Vice President

State of Indiana

County of Vanderburgh

On this 20th day of January, 2011, before me, Sara Leann Watson, personally appeared Jill Brooks, Assistant Vice President, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Indiana that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]

Vanderburgh County Notary Public

My commission expires: June 18, 2016



SARA LEANN WATSON
Resident of Vanderburgh County, IN
Commission Expires: June 18, 2016

This Instrument Prepared by,
Record and Return to:
Daniel M. Copeland, Esquire
Daniel M. Copeland, Attorney at Law, P.A.
9310 Old Kings Road South, Suite 1501
Jacksonville, Florida 32257
Parcel ID #: 042742-0000

WARRANTY DEED IN LIEU OF FORECLOSURE

THIS WARRANTY DEED IN LIEU OF FORECLOSURE made this 1st day of June, 2010 by **Janie L. Vernon**, an unmarried woman, whose post office address is 439 Woodbine Street, Jacksonville, Florida 32206, hereinafter called Grantor, to **American General Home Equity, Inc.**, whose post office address is 13249 City Square Drive, Jacksonville, FL 32218, hereinafter called Grantee,

WITNESSETH: That the Grantor, for and in consideration of the sum of NINETY FIVE THOUSAND TWO HUNDRED EIGHTY SIX and 79/100 (\$95,286.79), the outstanding principal balance and other good and valuable consideration, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto Grantee all that certain land situate in Duval County, Florida:

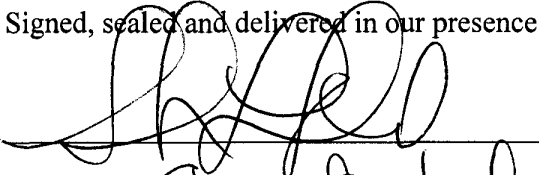
Lot 71, HIGHLANDS UNIT NO. 5, according to plat thereof as recorded in Plat Book 24, pages 23 and 23A of the current public records of Duval County, Florida.

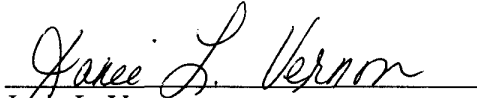
Property Address: 10432 Gailwood Circle, East, Jacksonville, Florida 32218


IT IS THE INTENT OF THE GRANTOR AND GRANTEE THAT THE CONVEYANCE OF THE ABOVE-DESCRIBED PROPERTY TO **AMERICAN GENERAL HOME EQUITY, INC.** WILL ACT AS A SATISFACTION OF THE NOTE AND MORTGAGE FROM **JANIE L. VERNON TO AMERICAN GENERAL HOME EQUITY, INC.**, SAID MORTGAGE BEING RECORDED IN OFFICIAL RECORDS BOOK **13827** AT PAGE **2221-2224**, OF THE PUBLIC RECORDS OF **DUVAL COUNTY, FLORIDA**. IT IS THE EXPRESS INTENT OF THE PARTIES HEREIN THAT THE ABOVE-DESCRIBED NOTE AND MORTGAGE WILL NOT MERGE WITH THE INTEREST OF **AMERICAN GENERAL HOME EQUITY, INC.** ACQUIRED UNDER THIS DEED.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the above date.

Signed, sealed and delivered in our presence as witnesses:


Print Name: Sharon Copeland
WITNESS

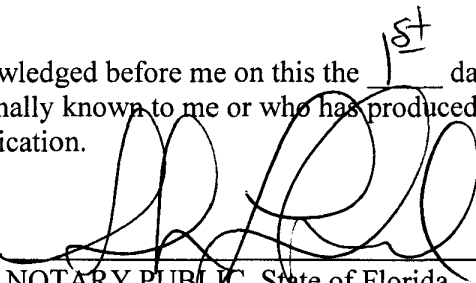

Janie L. Vernon


Print Name: Justin Copeland
WITNESS

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me on this the 1st day of June, 2010, by JANIE L. VERNON, who is personally known to me or who has produced FL Dk, as identification.




NOTARY PUBLIC, State of Florida
Sharon L. Copeland
Print, stamp or type notary name
Commission No.: _____
My Commission expires: _____

Tax Parcel I.D. No.: 042742-000

Record and return to:
American General Home Equity, Inc.
13249 City Square Drive
Suite 111
Jacksonville, Florida 32218

This Instrument prepared by:
Daniel M. Copeland, Esquire
Florida Bar No.: 621595
Daniel M Copeland, Attorney at Law, P.A.
9310 Old Kings Road South, Suite 1501
Jacksonville, Florida 32257

**GRANTOR'S AFFIDAVIT OF INTENT, CONSIDERATION,
AND SOLVENCY**

**STATE OF FLORIDA
COUNTY OF DUVAL**

Before me, the undersigned authority, personally appeared, **JANIE L. VERNON**, a single woman, who being first duly sworn, deposes and says:

1. She is the party who made, executed, and delivered that certain deed dated the 1st day of June, 2010, conveying the following described real property.

Legal Description

Lot 71, HIGHLANDS UNIT NO. 5, according to plat thereof as recorded in Plat Book 24, pages 23 and 23A of the current public records of Duval County, Florida.

Property Address: 10432 Gailwood Circle, East, Jacksonville, Florida 32218

Tax Parcel ID #: 042742-0000

2. The deed was an absolute conveyance of the title to the property to the Grantee named therein in effect as well as in form, and was not intended as a mortgage, trust conveyance, or security agreement of any kind and possession of the premises has been surrendered to Grantee.

3. The consideration for the deed was **AMERICAN GENERAL HOME EQUITY, INC.**, dismissal without prejudice that certain mortgage foreclosure proceedings against **JANIE L. VERNON**, a single woman, filed in the Circuit Court, Fourth Judicial Circuit, In and For Duval County, Florida, Case No. 16-2010-CA-004697, Division CV-E, pertaining to the above-described property. It is the express intent of the parties that the Mortgage from **JANIE L. VERNON**, a single woman, to **AMERICAN GENERAL HOME EQUITY, INC.** (copies of which are recorded in Official Records Book 13827, Pages 2221, et seq., of the Public Records of Duval County, Florida) not merge with the interest of **AMERICAN GENERAL HOME**

EQUITY, INC., acquired under the above-referenced deed. **AMERICAN GENERAL HOME EQUITY, INC.**, shall be entitled to re-file foreclosure proceedings if necessary to provide clear, marketable, and/or insurable title to **AMERICAN GENERAL HOME EQUITY, INC.**, or ITS assignees, as owner of the above-described property, and shall waive its right to enforce the note in the event of a deficiency. As further consideration, however, **JANIE L. VERNON**, a single woman, has received, or will receive a release in the amount of her debt and/or obligation to **AMERICAN GENERAL HOME EQUITY, INC.**, secured by the above-referenced mortgage, equal to the value of the note and mortgage.

4. The deed and conveyance were made by Affiant as a result of her request that Grantee accept the deed and was her free and voluntary act.

5. At the time of execution and delivery of the deed, the mortgage indebtedness referred to above was equal to, or in excess of the fair market value of the property so deeded.

6. The deed was not given as a preference against any other creditors of Affiant.

7. At the time the deed was executed and delivered by Affiant to Grantee, there were no other persons, firms, or corporations, other than the Grantee named in the deed, with an interest in the property, either directly or indirectly.

8. Affiant is solvent and has no other creditors whose rights would be prejudiced by execution and delivery of the deed to Grantee, and/or conveyance of the real property to Grantee. Affiant affirmatively represents to Grantee that Affiant has not filed for protection pursuant to the federal bankruptcy laws and at the time of executing this affidavit does not intend to file for protection pursuant to the federal bankruptcy laws.

9. Affiant is not obligated on any bond or other mortgage by which any lien has been created or exists against the property described in the deed.

10. In executing and delivering the deed to the Grantee, Affiant was not subject to or under any duress, undue influence, misapprehension, or misrepresentation by Grantee in the deed, or the agent or attorney or any other representative of Grantee in the deed, and was afforded the opportunity to consult with an attorney of her own choosing.

11. It was the intention of Affiant as Grantor in the deed to convey, by the deed, and Affiant does convey to Grantee all of her rights, title, and interest in and to the property described in the deed.

12. This affidavit is made for the protection and benefit of Grantee, its successors and assigns, and all other parties hereafter dealing with or who may acquire

any interest in the property described in the deed, and it shall bind the respective heirs, executors, administrators, and assigns of the undersigned.

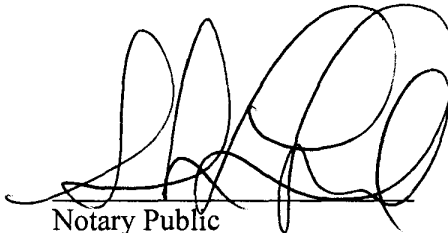

JANIE L. VERNON, Affiant

STATE OF **FLORIDA**
COUNTY OF **DUVAL**

1st THE FOREGOING INSTRUMENT was sworn and subscribed before me this 1st day of June, 2010 by **JANIE L. VERNON**. Affiant is personally known to me or has produced a valid Dh Driver's License as identification.

Affiant **DID** take an oath.

(SEAL)



Notary Public

Print Name:

My Commission Expires:

THIS INSTRUMENT PREPARED BY:
Watson & Osborne, P.A.
Watson & Osborne, P.A.
1840 Southside Boulevard, Suite 1-A
Jacksonville, Florida 32216

Book 10045 Page 1583

70280
RECORD AND RETURN TO:
Janie L. Vernon
10432 Gailwood Circle East
Jacksonville, Florida 32218

RE PARCEL ID #: 42742-0000
BUYER'S TIN:

Doc# 2001156614
Book: 10045
Pages: 1583 - 1584
Filed & Recorded
06/27/2001 02:06:48 PM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
TRUST FUND \$ 1.50
DEED DOC STAMP \$ 420.00
RECORDING \$ 9.00

WARRANTY DEED

THIS WARRANTY DEED made this 8th day of June, 2001 by Virginia W. Lafer, a married woman and Joanne L. Brousseau, a single person, hereinafter called Grantor, and whose address is 5662 Baywater Drive, Tampa, Florida 33615 to Janie L. Vernon, a single person, hereinafter called Grantee and whose address is 10432 Gailwood Circle East, Jacksonville, Florida 32218.

(Wherever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of Ten and NO/100 Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate, lying and being in Duval County, Florida, viz:

Lot 71, HIGHLANDS UNIT NO.5, according to the plat thereof as recorded in Plat Book 24, Pages 23 and 23A, of the current public records of Duval County, Florida.

The real property described in this instrument is not the constitutional homestead nor the primary physical residence of the Grantor.

2
10.50
420.00

SUBJECT TO taxes accruing subsequent to December 31, 2000.

SUBJECT TO covenants, restrictions and easements of record, if any; however, this reference thereto shall not operate to reimpose same.

TOGETHER with all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]
Witness Signature

Steven Santarossa
Witness Printed Signature

[Signature]
Witness Signature

REGINA L. ALDAY
Witness Printed Signature

Virginia W. Lafer
Virginia W. Lafer

Joanne L. Brousseau
Joanne L. Brousseau

[Signature]
Witness as to Virginia W. lafer O.Cerejo

Glenda M. Carter
Witness as to Virginia W. lafer

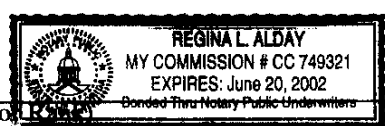
Glenda M. Carter

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 25th day of May, 2001 by Joanne L. Brousseau, a single person. He/She is personally known to me or has produced FLORIDA DRIVERS License # B620-43262-834-0 as identification.

[Signature]
Notary Public, State and County Aforesaid

REGINA L. ALDAY
Notary Printed Signature



(Title of [Signature])

(Serial No., if any)

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 31st day of May, 2001 by Virginia W. Lafer. She is personally known to me and has not taken an oath.



[Signature]

After Recording Return To:

Stonecrest Income and Opportunity Fund I, LLC
4300 Stevens Creek #275, San Jose, CA 95129
800-557-7720

_____[Space Above This Line For Recording Data]_____

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) **"Security Instrument"** means this document, which is dated April 11, 2011, together with all Riders to this document.

(B) **"Borrower"** is Mark Johnson and Debra Johnson. Borrower's address is 1535 Elmar Road, Jacksonville, FL 32226. Borrower is the mortgagor under this Security Instrument.

(C) **"Lender"** is STONECREST INCOME AND OPPORTUNITY FUND I, LLC. Lender is a LIMITED LIABILITY CORPORATION organized and existing under the laws of CALIFORNIA.

Lender's address is 4300 STEVENS CREEK #275, SAN JOSE, CA 95129. Lender is the mortgagee under this Security Instrument.

(D) **"Note"** means the promissory note signed by Borrower and dated April 11, 2011. The Note states that Borrower owes Lender THIRTY SIX THOUSAND THREE HUNDRED SEVENTY TWO AND 53/100 DOLLARS (U.S. \$36,372.53) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than November 1, 2025.

(E) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."

(F) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) **“Riders”** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | X Other(s) [specify] <u>FIXED</u> |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | |

(H) **“Applicable Law”** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appellable judicial opinions.

(I) **“Community Association Dues, Fees, and Assessments”** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) **“Electronic Funds Transfer”** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) **“Escrow Items”** means those items that are described in Section 3.

(L) **“Miscellaneous Proceeds”** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) **“Mortgage Insurance”** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) **“Periodic Payment”** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) **“RESPA”** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, “RESPA” refers to all requirements and restrictions that are imposed in regard to a “federally related mortgage loan” even if the Loan does not qualify as a “federally related mortgage loan” under RESPA.

(P) **“Successor in Interest of Borrower”** means any party that has taken title to the Property, whether or not that party has assumed Borrower’s obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in the COUNTY

[Type of Recording Jurisdiction]

of DUVAL:

[Name of Recording Jurisdiction]

LEGAL DESCRIPTION:

Lot 71, HIGHLANDS UNIT NO. 5, according to plat thereof as recorded in Plat Book 24, pages 23 and 23A of the current public records of Duval County, Florida.

which currently has the address of 10432 Gailwood Circle E

[Street]

Jacksonville, Florida 32218 ("Property Address"):

[City]

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender

unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any

time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and

impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall

name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration

is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) **Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.**

(b) **Any such agreements will not affect the rights Borrower has - if any - with**

respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for

deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to

Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

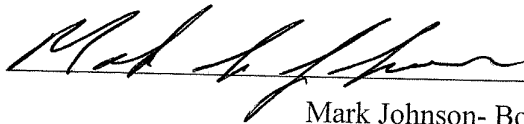
If Lender invokes the power of sale, Lender shall give notice of sale to Borrower in the manner provided in Section 15. Lender shall publish and post the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

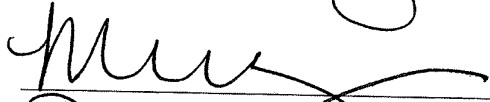
23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall prepare and file a discharge of this Security Instrument. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

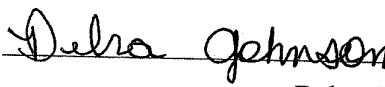
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:


Patricia McCame

 (Seal)
 Mark Johnson- Borrower


Patricia McCame

 (Seal)
 Debra Johnson- Borrower

_____[Space Below This Line For Acknowledgment]_____

STATE OF FLCOUNTY OF Duval

The foregoing instrument was acknowledged before me this 3/7/14
 (date) by Mark Johnson (name of person acknowledged).

[Signature]
 Notary Public

My Commission Expires:

STATE OF FLCOUNTY OF Duval

The foregoing instrument was acknowledged before me this 3/7/14
 (date) by Debra Johnson (name of person acknowledged).

[Signature]
 Notary Public

Printed Name: Marcella Taylor

My Commission Expires:



Return to:
Orion Financial Group Inc.
2860 Exchange Blvd. Suite 100
Southlake, TX 76092

Prepared by, Recording Requested By ~~and Return to:~~
Charles Brown
Brown & Associates
2316 Southmore
Pasadena, TX 77502
713-941-4928
Loan: 90224
Client ID: StmCrst/SCNSTOR



* 1 0 3 2 7 0 *

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, STONECREST INCOME AND OPPORTUNITY FUND-I, LLC, ITS SUCCESSORS AND ASSIGNS, whose address is 4300 Stevens Creek Blvd., Suite 275, San Jose, CA 95129, does hereby assign and transfer to **ROCKTOP PARTNERS I, LP** whose address is 701 Highlander Blvd., Ste. 100, Arlington, TX 76015, all its right, title and interest in and to the described Mortgage executed by **MARK JOHNSON AND DEBRA JOHNSON** to **STONECREST INCOME AND OPPORTUNITY FUND 1, LLC** for \$36,272.53 dated 4/11/2011 of record on 3/20/2014 in Book 16723 Page 756 at Document Number 2014061288, in the **DUVAL** County Clerk's Office, State of **FLORIDA**.

Property Address: 10432 Gailwood Circle East, Jacksonville, FLORIDA 32218
Legal description: LOT 71, HIGHLANDS UNIT NO. 5, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 24, PAGES 23, AND 23A OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

Executed this

11/6/2014

STONECREST INCOME AND OPPORTUNITY FUND-I, LLC

A handwritten signature in black ink, appearing to be 'R. Monts'.

By: REGINA MONTS
Title: AUTHORIZED AGENT

Witness: K. Ryan
Printed Name: K. Ryan

Witness: CRumirez
Printed Name: CRumirez

Orion Financial Group Inc.



JOHNSON, MARK

15004315

ROCK/PNB002/AOM-OPD

IN THE CIRCUIT COURT, FOURTH
JUDICIAL CIRCUIT, IN AND FOR
DUVAL COUNTY, FLORIDA

CASE NO: 02-5804-FM
DIVISION: FM D

SHARON YVETTE SHANNON and STATE
OF FLORIDA, DEPARTMENT OF REVENUE,

Plaintiffs,

vs.

MARK STANLEY JOHNSON,
Defendant.

Doc# 2002273491
Book: 10685
Pages: 2210 - 2215
Filed & Recorded
09/27/2002 11:33:42 AM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY

FILED 09/26/02 PM 04:31 JIM FULLER

**FINAL JUDGMENT OF SUPPORT
REPORT OF THE SUPPORT ENFORCEMENT HEARING OFFICER**

THIS CAUSE came before Donald W. Matthews, Child Support Enforcement Hearing Officer, pursuant to Rule 12.491, Fla. Fam. L.R.P., and Administrative Orders of this Circuit, on September 5, 2002, upon a petition for support. Present at the hearing were the Department of Revenue, Wesley H. Owens, counsel for DOR, and

☒ NCP ☐ Counsel for NCP,

☒ CP Others:

REFERENCES

"NCP" refers to Mark Stanley Johnson, the non-custodial parent.

"CP" refers to Sharon Yvette Shannon, the custodian.

child involved in this case:

Mar'Shayla Sanetta Roena Johnson September 9, 2000 [REDACTED]

The commencement date for child support payments includes payments which are continuing and resuming from prior orders.

"Depository" refers to Domestic Relations Depository
Room 402, Duval County Courthouse
Jacksonville, Florida 32202.

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FINDINGS

The Child Support Hearing Officer, having reviewed the Court file, received testimony, heard argument of counsel, and being otherwise fully advised in the premises, finds and recommends as follows:

FINDS:

A. The Court has jurisdiction over the subject matter of the issues raised in the pleadings.

B. The Child Support Hearing Officer has jurisdiction in this matter.

C. X The Court has jurisdiction over the parties to this cause. Service was established as follows:

- X NCP's presence and participation in Court.
- X Individual/substitute service on June 15, 2002.
- Answer filed on .
- X Default entered.

WHEREFORE, IT IS RECOMMENDED:

1. Mark Stanley Johnson is the legal parent of Mar'Shayla Sanetta Roena Johnson, born September 9, 2000, who resides with Sharon Yvette Shannon, and who is entitled to receive child support.

2. X Paternity is established by:

- a. X Testimony of Sharon Yvette Shannon.
- b. X Consent of both parties.
- c. Acknowledgement of paternity signed by both parents pursuant to Section 382.013(6)(b) and Section 742.10(1), Fla. Stat.
- d. test results entered into evidence.
- e. The sworn complaint of Sharon Yvette Shannon in conjunction with the motion for summary judgment.

3. A retroactive child support obligation of \$0.00 is owed by Mark Stanley Johnson as of this date. All credits for actual payments and times during which support was not payable have been calculated in this determination. The arrearage is based on a determination of guidelines child support retroactive to:

- a. X Statute of Limitations.
- b. Date of separation of parents.
- c. Prior order of another Court.

 Of this retroactive child support obligation, \$0.00 is owed to the State of Florida and the remainder is owed to CP.

Jurisdiction is retained to determine interest.

4. X Commencing September 6, 2002, the NCP shall pay current child support of \$61.00 per week, plus applicable service charge until the child marries, dies, becomes self supporting, or attains the age of majority, or further order of this Court.

 Commencing September 6, 2002, the NCP shall pay \$0.00 per week, plus interest and applicable service charge until the retroactive child support or arrearage and applicable interest are paid in full.

5. All payments shall be made through the State of Florida, Disbursement Unit.

6. The attached addenda are incorporated by reference and adopted as orders of this court:

- X Mandatory Addendum.
- Medical and Hospitalization Insurance Addendum.
- Parents Who Care Addendum.

7. The NCP is unemployed or underemployed. The CP is or has in the past received financial assistance from the State of Florida. Mark Stanley Johnson shall participate and fully cooperate with the Parents Who Care program until further order of the Court, pursuant to the attached Parents Who Care Addendum.

8. The case is continued until at , at , Jacksonville, Florida.

9. Within 365 days the NCP shall pay:

Administrative costs	\$267.00
Court costs	
Sheriff's fees	<u>\$20.00</u>
Total	\$287.00

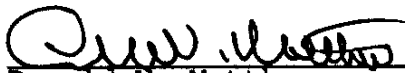
10. All prior Court orders in this case shall remain in full force and effect unless directly addressed in this order. Sections which are not checked do not apply. Jurisdiction is retained to determine all prayers for relief not ruled upon.

11. The court finds that there is no medical insurance reasonably available, therefore the Defendant is to pay 60% of any uncovered medical expenses. The Individual Plaintiff waives all arrears owed to her.

12. The NCP is hereby advised of his rights under Fla. Fam. L.R. 12.491, "any party affected by the order may move to vacate the order by filing a motion to vacate within 10 days from the date of entry."

It is the recommendation of the undersigned Child Support Hearing Officer that the above findings of fact and recommendation be incorporated into and entered as an order of this Court, and for the entry of an appropriate income deduction order.

September 5, 2002



Donald W. Matthews
Child Support Hearing Officer

ORDER FOR CHILD SUPPORT AND OTHER RELIEF

The Court has jurisdiction of this cause and having reviewed the Report of the Child Support Hearing Officer hereby

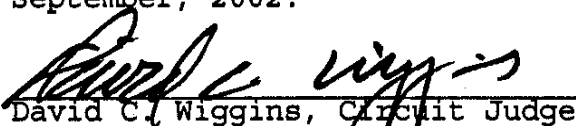
ORDERS and ADJUDGES:

1. The Report of the Child Support Hearing Officer, along with the attached Addenda, is hereby approved, ratified, confirmed, and adopted as the order of this Court and is incorporated herein by this reference.

2. All parties shall be governed by said order and shall comply with each particular therein.

3. All prior Court orders in this case shall remain in full force and effect unless directly addressed in this order. Sections which are not checked do not apply.

DONE and ORDERED in Chambers, Jacksonville, Duval County, Florida, this 25 day of September, 2002.



David C. Wiggins, Circuit Judge

Hearing Date: September 5, 2002

Case No.: 02-5804-FM

Copies (including Addenda) to:

R. Craig Hemphill
Attorney for DOR
10 South Newnan Street
Jacksonville, Florida 32202

Sharon Yvette Shannon
300 Martin Luther King Drive, #15
Jacksonville, Florida 32234

Mark Stanley Johnson
6457 Ft. Caroline Road, #66
Jacksonville, Florida 32277

State of Florida, Department of Revenue, Child Support Enforcement
Domestic Relations Depository

MANDATORY ADDENDUM

Book 10685 Page 2215

I. References: NCP refers to the Non-Custodial Parent ordered to pay child support; DOR refers to the State of Florida, Department of Revenue; CP refers to the custodian.

II. In paternity cases only, the Office of Vital Statistics shall amend each birth certificate to reflect the NCP as the father of the child. The child's surname shall not be changed.

III. NCP shall make all support payments ordered through the State of Florida, Disbursement Unit, P.O. Box 8500, Tallahassee, Florida 32314-8500. All payments shall be paid by cash, certified/cashier's check, or money order. No credit toward ordered support shall be allowed for payments except for payments made through the State of Florida, Disbursement Unit.

IV. Pursuant to §443.051, F.S., the Department of Labor and Employment Security shall deduct and withhold from any unemployment compensation due NCP an amount sufficient to satisfy NCP's support obligation and shall remit the withheld sums, after deducting its charge for handling, to the Department of Revenue, CSE.

V. PAYMENT OF ADMINISTRATIVE COSTS AND FEES shall be paid as follows (case number must be indicated):

DUVAL, BAKER, CLAY AND NASSAU COUNTIES:

Department of Revenue
921 North Davis Street
Jacksonville, Florida 32209

ST. JOHNS COUNTY: Department of Revenue
Room 241, 75 King Street

St. Augustine, Florida 32084

VI. PAYMENT OF CLERK'S FEES shall be made to the Clerk of the Circuit Court in the Courthouse of this County.

VII. PAYMENT OF SHERIFF'S FEES shall be made to the Office of the Sheriff of this County.

VIII. The parties shall immediately notify the Clerk of the Court and the Department of Revenue, in writing, of any change of residence or employment. Failure to receive notice of a future hearing because of a party's failure to comply with this requirement will not be a defense; a hearing will be held, and a writ of attachment may be issued if child support is delinquent and contempt is adjudicated.

DUVAL, BAKER AND NASSAU COUNTIES:

Department of Revenue, CSE
921 North Davis Street
Jacksonville, Florida 32209

CLAY COUNTY: Department of Revenue, CSE
3540 Highway 17 North, Suite 123
Green Cove Springs, Florida 32043

ST. JOHNS COUNTY: Department of Revenue, CSE
Room 241, 75 King Street
St. Augustine, Florida 32084

IX. JURISDICTION is retained to enforce and/or modify this judgment or order.

IN THE CIRCUIT COURT, FOURTH
JUDICIAL CIRCUIT, IN AND FOR
DUVAL COUNTY, FLORIDA

CASE NO: 16-2003-DR-7990-FM
DIVISION: FM C

JUDITH GALE QUATTLEBAUM and STATE
OF FLORIDA, DEPARTMENT OF REVENUE,

Plaintiffs,

vs.

MARK ASHFORD JOHNSON,

Defendant.

Book 11551 Page 1977

**FINAL JUDGMENT OF PATERNITY
REPORT OF THE SUPPORT ENFORCEMENT HEARING OFFICER**

THIS CAUSE came before Leatrice W. Walton, Child Support Enforcement Hearing Officer, pursuant to Rule 12.491, Fla. Fam. L.R.P., and Administrative Orders of this Circuit, on November 4, 2003, upon a complaint to determine paternity. Present at the hearing were the Department of Revenue, Shane C. Maddox, counsel for DOR, and

___ NCP ___ Counsel for NCP,

X CP Others:

REFERENCES

"NCP" refers to Mark Ashford Johnson, the non-custodial parent, SS#: 266-69-4516.

"CP" refers to Judith Gale Quattlebaum, the custodian, SS#: 248-43-1347.

child involved in this case:
Devon Marcel Quattlebaum January 10, 1993 593293582

The commencement date for child support payments includes payments which are continuing and resuming from prior orders.

"Depository" refers to Domestic Relations Depository
Room 402, Duval County Courthouse
Jacksonville, Florida 32202.

D01

Doc# 2003419486
Book: 11551
Pages: 1977 - 1983
Filed & Recorded
12/30/2003 09:27:22 AM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY

FILED 12/30/2003 JIM FULLER

FINDINGS

The Child Support Hearing Officer, having reviewed the Court file, received testimony, heard argument of counsel, and being otherwise fully advised in the premises, finds and recommends as follows:

FINDS:

A. The Court has jurisdiction over the subject matter of the issues raised in the pleadings.

B. The Child Support Hearing Officer has jurisdiction in this matter.

C. X The Court has jurisdiction over the parties to this cause. Service was established as follows:

- NCP's presence and participation in Court.
- X Individual/substitute service on August 19, 2003.
- Answer filed on .
- X Default entered.

WHEREFORE, IT IS RECOMMENDED:

1. Mark Ashford Johnson is the legal parent of Devon Marcel Quattlebaum, born January 10, 1993, who resides with Judith Gale Quattlebaum, and who is entitled to receive child support.

2. X Paternity is established by:

- a. X Testimony of Judith Gale Quattlebaum.
- b. Consent of both parties.
- c. Acknowledgement of paternity signed by both parents pursuant to Section 382.013(6)(b) and Section 742.10(1), Fla. Stat.
- d. test results entered into evidence.
- e. X The sworn complaint of Judith Gale Quattlebaum in conjunction with the motion for summary judgment.

3. X A retroactive child support obligation of \$4,600.00 is owed by Mark Ashford Johnson as of this date. All credits for actual payments and times during which support was not payable have been calculated in this determination. The arrearage is based on a determination of guidelines child support retroactive to:

- a. X Statute of Limitations.
- b. Date of separation of parents.
- c. Prior order of another Court.

 Of this retroactive child support obligation, \$0.00 is owed to the State of Florida and the remainder is owed to CP.

Jurisdiction is retained to determine interest.

4. X Commencing November 7, 2003, the NCP shall pay current child support of \$40.00 per week, plus applicable service charge until the child marries, dies, becomes self supporting, or attains the age of majority, or further order of this Court.

 X Commencing November 7, 2003, the NCP shall pay \$10.00 per week, plus interest and applicable service charge until the retroactive child support or arrearage and applicable interest are paid in full.

5. All payments shall be made through the State of Florida, Disbursement Unit.

6. The attached addenda are incorporated by reference and adopted as orders of this court:

- X Mandatory Addendum.
- X Medical and Hospitalization Insurance Addendum.
- Parents Who Care Addendum.

7. The NCP is unemployed or underemployed. The CP is or has in the past received financial assistance from the State of Florida. Mark Ashford Johnson shall participate and fully cooperate with the Parents Who Care program until further order of the Court, pursuant to the attached Parents Who Care Addendum.

8. NCP shall participate in the pay or appear program. NCP has received and signed a receipt for a notice of future scheduled hearings in that program, and the original has been filed as an attachment to this judgment.

9. The case is continued until at , at , Jacksonville, Florida.

10. Within 365 days the NCP shall pay:

Administrative costs	\$267.00
Court costs	
Sheriff's fees	<u>\$20.00</u>
Total	\$287.00

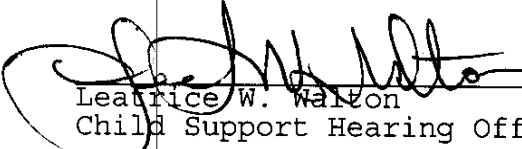
11. All prior Court orders in this case shall remain in full force and effect unless directly addressed in this order. Sections which are not checked do not apply.

12.

13. The NCP is hereby advised of his rights under Fla. Fam. L.R. 12.491, "any party affected by the order may move to vacate the order by filing a motion to vacate within 10 days from the date of entry."

It is the recommendation of the undersigned Child Support Hearing Officer that the above findings of fact and recommendation be incorporated into and entered as an order of this Court, and for the entry of an appropriate income deduction order.

November 4, 2003


Leatrice W. Walton
Child Support Hearing Officer

ORDER FOR CHILD SUPPORT AND OTHER RELIEF

The Court has jurisdiction of this cause and having reviewed the Report of the Child Support Hearing Officer hereby

ORDERS and ADJUDGES:

1. The Report of the Child Support Hearing Officer, along with the attached Addenda, is hereby approved, ratified, confirmed, and adopted as the order of this Court and is incorporated herein by this reference.

2. All parties shall be governed by said order and shall comply with each particular therein.

3. All prior Court orders in this case shall remain in full force and effect unless directly addressed in this order. Sections which are not checked do not apply.

DONE and ORDERED in Chambers, Jacksonville, Duval County, Florida, this 16th day of November, 2003.

December


David M. Gooding, Circuit Judge

ORDER ENTERED

DEC 16 2003

Copies (including Addenda) to:

Hearing Date: November 4, 2003
16-2003-DR-7990-FM

Case No.:

R. Craig Hemphill
Attorney for DOR
10 South Newnan Street
Jacksonville, Florida 32202

Judith Gale Quattlebaum
1112 Steele Court, #3
Jacksonville, Florida 32209

Mark Ashford Johnson
2304 North Orange Avenue
Sarasota, Florida 34234

State of Florida, Department of Revenue, Child Support Enforcement
Domestic Relations Depository

MANDATORY ADDENDUM

I. References: NCP refers to the Non-Custodial Parent ordered to pay child support; DOR refers to the State of Florida, Department of Revenue; CP refers to the custodian; SDU refers to the State Disbursement Unit; Depository refers to Domestic Relations Depository.

II. In paternity cases only, the Office of Vital Statistics shall amend each birth certificate to reflect the NCP as the father of the child. The child's surname shall not be changed.

III. NCP shall make all support payments through the State of Florida Disbursement Unit, P.O. Box 8500, Tallahassee, Florida 32314-8500. All payments shall be paid by cash, certified/cashier's check, or money order, together with the applicable service charge, currently 4% of the payment made. The Depository shall keep the official records of this account, including payments, credits, and adjustments permitted by law. Both SDU and the Depository shall disburse payments directly to DOR, Suite 1256-A, 325 West Gaines Street, Tallahassee, Florida 32399-3150.

IV. Pursuant to §443.051, F.S., the Department of Labor and Employment Security shall deduct and withhold from any unemployment compensation due NCP an amount sufficient to satisfy NCP's support obligation and shall remit the withheld sums, after deducting its charge for handling, to the Department of Revenue CSE.

V. PAYMENT OF ADMINISTRATIVE COSTS AND FEES shall be paid as follows (case number must be indicated):

DUVAL, BAKER, CLAY AND NASSAU COUNTIES:

Department of Revenue
921 North Davis Street
Jacksonville, Florida 32209

ST. JOHNS COUNTY: Department of Revenue
Room 241, 75 King Street
St. Augustine, Florida 32084

VI. PAYMENT OF CLERK'S FEES shall be made to the Clerk of the Circuit Court in the Courthouse of this County.

VII. PAYMENT OF SHERIFF'S FEES shall be made to the Office of the Sheriff of this County.

VIII. The parties shall immediately notify the Clerk of the Court and the Department of Revenue, in writing, of any change of residence or employment. **Failure to receive notice of a future hearing because of a party's failure to comply with this requirement will not be a defense; a hearing will be held, and a writ of attachment may be issued if child support is delinquent and contempt is adjudicated.**

DUVAL, BAKER AND NASSAU COUNTIES:

Department of Revenue, CSE
921 North Davis Street
Jacksonville, Florida 32209

CLAY COUNTY: Department of Revenue, CSE
3540 Highway 17 North, Suite 123
Green Cove Springs, Florida 32043

ST. JOHNS COUNTY: Department of Revenue, CSE
Room 241, 75 King Street
St. Augustine, Florida 32084

IX. JURISDICTION is retained to enforce and/or modify this judgment or order.

MEDICAL AND HOSPITALIZATION INSURANCE ADDENDUM

Health insurance must be provided for the child in this case.

___ The NCP shall maintain insurance currently in effect.

___ The NCP shall obtain insurance, which is currently reasonably available to him.

X The Court finds that medical insurance is not reasonably available to either party.

The NCP shall immediately or as soon as available provide to the custodian of the child an insurance card or such other documentation or information as shall be necessary for the utilization of the insurance for the benefit of the child. In addition, the NCP shall provide documentary proof of insurance to the State of Florida, Department of Revenue, Child Support Enforcement, 921 North Davis Street, Jacksonville, Florida 32209, within 30 days of the date of this judgment or the date of its availability, including the following information:

1. The name and address of the insurance company;
2. The group policy number;
3. Specification of the type of coverage provided;
4. The names of the dependents covered by the policy.

___ The CP shall maintain insurance currently in effect.

Each parent of the child shall provide the other parent with copies of all medical and dental bills incurred on behalf of the child and shall disclose all amounts paid by any insurance policy for those expenses. The Defendant shall pay 50% of any medical or dental expenses not covered by insurance.

Rev. 10-26-99

IN THE CIRCUIT COURT, FOURTH
JUDICIAL CIRCUIT, IN AND FOR
DUVAL COUNTY, FLORIDA

CASE NO: 16-2003-DR-7990-FM
DIVISION: FM C

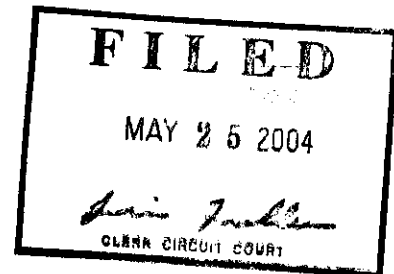
JUDITH GALE QUATTLEBAUM and STATE
OF FLORIDA, DEPARTMENT OF REVENUE,

Plaintiffs,

vs.

MARK ASHFORD JOHNSON,

Defendant.



ADJUDICATION OF CONTEMPT

This cause came on to be heard on May 4, 2004, upon a motion for contempt. From the evidence, the Court finds Mark Ashford Johnson has failed to pay child support previously ordered by this Court and failed to appear or to have evidence presented at a hearing in this cause on the motion for contempt after having been properly noticed. The Court, therefore, finds Mark Ashford Johnson to be in contempt of Court because he failed to rebut the presumption that he had the ability to pay the support as previously ordered. Upon consideration, it is

ORDERED and ADJUDGED:

1. Mark Ashford Johnson is determined to be in arrears in child support payments \$5,500.00 through the payment due April 27, 2004.

2. Mark Ashford Johnson is hereby adjudged to be in contempt of this Court for failure to pay child support, having the financial ability to pay said support; however, imposition of a sentence for that contempt is hereby deferred until he is brought before this Court pursuant to a writ of attachment under separate order of this Court.

Doc# 2004182790
Book: 11853
Pages: 1368 - 1369
Filed & Recorded
06/08/2004 11:02:50 AM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY

3. All prior writs of attachment for the arrest of Mark Ashford Johnson in the present action are hereby recalled.

4. Mark Ashford Johnson shall pay the sum of \$90.00 within 180 days as the State's administrative costs incurred in this action.

5. Jurisdiction is reserved as to all other relief sought in the motion for contempt.

DONE and ORDERED in Chambers at Jacksonville, Duval County, Florida, this 24th day of May, 2004.



CIRCUIT JUDGE

Copies furnished to:

Jeffrey C. Peterson
Attorney for the State of Florida
10 South Newnan Street
Jacksonville, Florida 32202

Department of Revenue, CSE

Mark Ashford Johnson
2304 North Orange Avenue
Sarasota, Florida 34234

IN THE CIRCUIT COURT FOURTH
JUDICIAL CIRCUIT, IN AND FOR
DUVAL COUNTY, FLORIDA

CASE NO: 16-2003-DR-7990-FM
DIVISION: FM C

JUDITH GALE QUATTLEBAUM and STATE
OF FLORIDA, DEPARTMENT OF REVENUE,

Plaintiffs,

vs.

MARK ASHFORD JOHNSON,

Defendant.

Doc# 2004350452
Book: 12127
Pages: 1070 - 1072
Filed & Recorded
11/03/2004 06:07:39 PM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY

**ORDER GRANTING MOTION FOR CONTEMPT
ORDER DISCHARGING WRIT OF ATTACHMENT
REPORT OF THE CHILD SUPPORT HEARING OFFICER**

THIS CAUSE came before Donald W. Matthews, Child Support Hearing Officer, pursuant to Rule 12.491, Fla. Fam. L.R.P., and Administrative Orders of this Circuit, on October 20, 2004, upon a motion for contempt. NCP was previously adjudicated to be in contempt of Court and a temporary purge was established based upon evidence then available to the Court. The present hearing afforded all parties with the opportunity to present additional evidence. NCP was present pursuant to a writ of attachment issued April 24, 2004. Present at the hearing were the Department of Revenue, Jeffrey C. Peterson, counsel for DOR, and

 X NCP CP Counsel for NCP,

REFERENCES

"NCP" refers to Mark Ashford Johnson, the non-custodial parent, SS#: 266-69-4516.

"CP" refers to Judith Quattlebaum, the custodian, SS#: 248-43-1347.

child involved in this case:
Devon Marcel Quattlebaum January 10, 1993

"Depository": Domestic Relations Depository, Room 402, Duval County Courthouse, Jacksonville, Florida 32202.

FINDINGS

The Child Support Hearing Officer, having reviewed the Court file, received testimony, and heard argument of counsel, finds:

A. The Court has jurisdiction over the parties and the subject matter raised in the pleadings, and the Child Support Hearing Officer has authority to hear this matter.

B. The NCP received proper notice of these proceedings.

C. An order was issued in this action ordering NCP to pay

IN THE CIRCUIT COURT FOURTH
JUDICIAL CIRCUIT, IN AND FOR
DUVAL COUNTY, FLORIDA

CASE NO: 16-2003-DR-7990-FM
DIVISION: FM C

JUDITH GALE QUATTLEBAUM and STATE
OF FLORIDA, DEPARTMENT OF REVENUE,

Plaintiffs,

vs.

MARK ASHFORD JOHNSON,

Defendant.

Doc# 2004350452
Book: 12127
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11/03/2004 06:07:39 PM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY

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REPORT OF THE CHILD SUPPORT HEARING OFFICER**

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 X NCP CP Counsel for NCP,

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"NCP" refers to Mark Ashford Johnson, the non-custodial parent, SS#: 266-69-4516.

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child involved in this case:
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FINDINGS

The Child Support Hearing Officer, having reviewed the Court file, received testimony, and heard argument of counsel, finds:

A. The Court has jurisdiction over the parties and the subject matter raised in the pleadings, and the Child Support Hearing Officer has authority to hear this matter.

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IN THE CIRCUIT COURT FOURTH
JUDICIAL CIRCUIT, IN AND FOR
DUVAL COUNTY, FLORIDA

CASE NO: 16-2003-DR-7990-FM
DIVISION: FM C

JUDITH GALE QUATTLEBAUM and STATE
OF FLORIDA, DEPARTMENT OF REVENUE,

Plaintiffs,

vs.

MARK ASHFORD JOHNSON,

Defendant.

Doc# 2004350452
Book: 12127
Pages: 1070 - 1072
Filed & Recorded
11/03/2004 06:07:39 PM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY

**ORDER GRANTING MOTION FOR CONTEMPT
ORDER DISCHARGING WRIT OF ATTACHMENT
REPORT OF THE CHILD SUPPORT HEARING OFFICER**

THIS CAUSE came before Donald W. Matthews, Child Support Hearing Officer, pursuant to Rule 12.491, Fla. Fam. L.R.P., and Administrative Orders of this Circuit, on October 20, 2004, upon a motion for contempt. NCP was previously adjudicated to be in contempt of Court and a temporary purge was established based upon evidence then available to the Court. The present hearing afforded all parties with the opportunity to present additional evidence. NCP was present pursuant to a writ of attachment issued April 24, 2004. Present at the hearing were the Department of Revenue, Jeffrey C. Peterson, counsel for DOR, and

 X NCP CP Counsel for NCP,

REFERENCES

"NCP" refers to Mark Ashford Johnson, the non-custodial parent, SS#: 266-69-4516.

"CP" refers to Judith Quattlebaum, the custodian, SS#: 248-43-1347.

child involved in this case:
Devon Marcel Quattlebaum January 10, 1993

"Depository": Domestic Relations Depository, Room 402, Duval County Courthouse, Jacksonville, Florida 32202.

FINDINGS

The Child Support Hearing Officer, having reviewed the Court file, received testimony, and heard argument of counsel, finds:

A. The Court has jurisdiction over the parties and the subject matter raised in the pleadings, and the Child Support Hearing Officer has authority to hear this matter.

B. The NCP received proper notice of these proceedings.

C. An order was issued in this action ordering NCP to pay

IN THE CIRCUIT COURT, FOURTH
JUDICIAL CIRCUIT, IN AND FOR
DUVAL COUNTY, FLORIDA

CASE NO: 16-2003-DR-7990-FM
DIVISION: FM C

JUDITH GALE QUATTLEBAUM and STATE
OF FLORIDA, DEPARTMENT OF REVENUE,

Plaintiffs,

vs.

MARK ASHFORD JOHNSON,

Defendant.

ADJUDICATION OF CONTEMPT

This cause came on to be heard on May 20, 2005, upon a motion for contempt. From the evidence, the Court finds Mark Ashford Johnson has failed to pay child support previously ordered by this Court and failed to appear or to have evidence presented at a hearing in this cause on the motion for contempt after having been properly noticed. The Court, therefore, finds Mark Ashford Johnson to be in contempt of Court because he failed to rebut the presumption that he had the ability to pay the support as previously ordered. Upon consideration, it is

ORDERED and ADJUDGED:

1. Mark Ashford Johnson is determined to be in arrears in child support payments \$5,645.41 through the payment due May 17, 2005.

2. Mark Ashford Johnson is hereby adjudged to be in contempt of this Court for failure to pay child support, having the financial ability to pay said support; however, imposition of a sentence for that contempt is hereby deferred until he is brought before this Court pursuant to a writ of attachment under separate order of this Court.

FILED 05/27/05 PM 02:34 JIM FULLER

3. All prior writs of attachment for the arrest of Mark Ashford Johnson in the present action are hereby recalled.

4. Mark Ashford Johnson shall pay the sum of \$90.00 within 180 days as the State's administrative costs incurred in this action.

5. Jurisdiction is reserved as to all other relief sought in the motion for contempt.

DONE and ORDERED in Chambers at Jacksonville, Duval County, Florida, this 27th day of May, 2005.



CIRCUIT JUDGE

Copies furnished to:

Jeffrey C. Peterson
Attorney for the State of Florida
10 South Newnan Street
Jacksonville, Florida 32202

Department of Revenue, CSE

Mark Ashford Johnson
2304 North Orange Avenue
Sarasota, Florida 34234

IN THE CIRCUIT COURT, FOURTH
JUDICIAL CIRCUIT, IN AND FOR
DUVAL COUNTY, FLORIDA

CASE NO: 16-2003-DR-7990-FM
DIVISION: FM C

JUDITH GALE QUATTLEBAUM and STATE
OF FLORIDA, DEPARTMENT OF REVENUE,

Plaintiffs,

vs.

MARK ASHFORD JOHNSON,

Defendant.

ORDER RECALLING WRIT OF ATTACHMENT

This cause came on to be heard ex parte upon a motion to recall the writ of attachment issued May 27, 2005, for the arrest of Mark Ashford Johnson. The Court finds that good cause exists for the entry of the order, it is

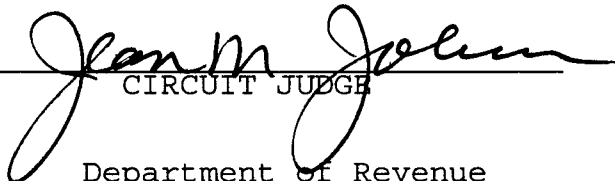
ORDERED AND ADJUDGED:

1. The writ of attachment issued May 27, 2005, and all prior writs, for the arrest of Mark Ashford Johnson, 266-69-4516, are hereby recalled.

2. All prior orders of this Court remain in full force and effect.

3. The State's prayer for administrative costs is denied.

DONE and ORDERED in Chambers at Jacksonville, Duval County, Florida, this 3 day of July 2008.


CIRCUIT JUDGE

Copies furnished to:
Jeffrey C. Peterson
Attorney for the State of Florida
10 South Newnan Street
Jacksonville, Florida 32202

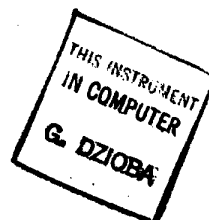
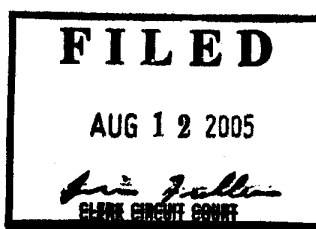
Department of Revenue
Child Support Enforcement
Sheriff

Mark Ashford Johnson
2304 North Orange Avenue
Sarasota, Florida 34234

FILED 07/10/08 PM 03:43 JIM FULLER

Doc # 2005305349, OR BK 12694 Page 1533, Number Pages: 1, Filed & Recorded
08/18/2005 at 11:18 AM, JIM FULLER CLERK CIRCUIT COURT DUVAL COUNTY

IN THE COUNTY COURT
IN AND FOR DUVAL
COUNTY, FLORIDA



BEACH BOULEVARD AUTO FINANCE, INC.
Plaintiff,

UCN: 16-2005-SC-4017
CASE NO.: 05-4017 SC
DIVISION: M

vs.

MARK A. JOHNSON A/K/A MARK ANTHONY
JOHNSON and LACHRISHA JOHNSON A/K/A
LACHRISHA ANNE JOHNSON
Defendant(s).

FINAL JUDGMENT AS TO LACHRISHA JOHNSON ONLY

This cause having come before the Court upon the Plaintiff's Motion for Final Judgment After Default, and the Court finding that the Defendant(s), **LACHRISHA JOHNSON A/K/A LACHRISHA ANNE JOHNSON** indebted to the Plaintiff, **BEACH BOULEVARD AUTO FINANCE, INC.**, in the principal sum of **\$2404.23**, plus **\$997.19** interest, plus **\$500.00** attorneys fees, plus costs herein taxed at **\$245.00**, it is;

ADJUDGED that the Plaintiff, **BEACH BOULEVARD AUTO FINANCE, INC.**, recover from the Defendant(s), **LACHRISHA JOHNSON A/K/A LACHRISHA ANNE JOHNSON** the principal sum of **\$2404.23**, plus interest in the sum of **\$997.19**, plus **\$500.00** attorneys fees, plus costs herein taxed at **\$245.00**, for a total amount of **\$4146.42**, which shall accrue post-judgment interest at the statutory rate of **7%** per annum from the date of this judgment until paid, for all of which let execution issue.

DONE AND ORDERED at Jacksonville, Duval County, Florida, this 11 day of

August, 2005.

JUDGE

Copies to:
Lawrence C. Rolfe, Esquire
P.O. Box 40546
Jacksonville, Florida 32203-0546
Attorney for Plaintiff

LACHRISHA JOHNSON
3537 DUANE AVENUE
JACKSONVILLE FL 32218
20045390.001

Plaintiff's Address is:
BEACH BOULEVARD AUTO FINANCE, INC.
c/o ROLFE & LOBELLO, P.A.
233 E. Bay Street, Suite 720
Jacksonville, Florida 32202

AUG 11 2005
MALLORY D. COOPER

STATE OF FLORIDA
DUVAL COUNTY
I, THE UNDERSIGNED Clerk of the Circuit Court, Duval County, Florida, DO HEREBY CERTIFY that within and foregoing is a true and correct copy of the original as it appears on record and file in the office of the Clerk of Circuit of Duval County, Florida. WITNESS my hand and seal of Clerk of Circuit Court at Jacksonville, Florida, this the 11 day of August, A.D., 2005.

MALLORY D. COOPER
Clerk of Circuit and County Courts
DUVAL COUNTY, Florida
Deputy Clerk

IN THE COUNTY COURT, DUVAL COUNTY, FLORIDA

Case No: 16-05-CC-020051

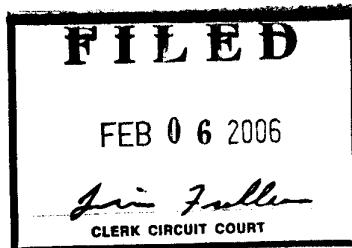
Division: 0

DIANA G. HENDERSON

Plaintiff,

vs.

MARK JOHNSON, ET AL
Defendant.



CONTROL #05-01893



FINAL JUDGMENT

This cause coming on to be heard upon complaint of plaintiff for removal of defendant as a tenant from the hereinafter described premises, and it appearing that defendant was duly served with process as required by law and has not filed Answer herein or paid money into the registry;

It is, therefore, considered by the Court that Default judgment be and is hereby entered against the defendant herein, and that the plaintiff do have and recover of and from the defendant possession of the premises described in his complaint here, viz: Those certain premises situated in the City of Jacksonville, Duval County, Florida known and described as 475 US 90 HIGHWAY, JACKSONVILLE, FL. 32234 for all of which let writ of possession and execution issue.

The Plaintiff shall recover from the Defendant(s) costs in the amount of \$ ^{100.00} ~~2098.00~~, for which let execution issue.

DONE and ORDERED this 3rd of February, 2006.

A large, stylized handwritten signature in black ink, appearing to be "G. DzioBA", written over a horizontal line.

COUNTY JUDGE

copies to:

DIANA HENDERSON
507 NORTH LANE AVENUE
JACKSONVILLE, FL. 32254

MARK JOHNSON, ET AL
475 US 90 HIGHWAY
JACKSONVILLE, FL. 32234

OFF.
REC.

19275PG4088

OFF.
REC.

16007PG3224

9

123625

IN THE COUNTY COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR DADE COUNTY, FLORIDA

NCNB NATIONAL BANK OF FLORIDA,

Case No. 91-11695-CC23

Plaintiff,

vs.

TONNIKA ADAMS
and DEBRA JOHNSON

Defendants.

SUMMARY FINAL JUDGMENT AGAINST DEFENDANT
DEBRA JOHNSON

Division

FILED

MAR 11 1993

CLERK

THIS CAUSE came before the Court on March 11, 1993, on Plaintiff's Motion for Summary Judgment, and the Court having considered the matter, together with the entire record and being otherwise fully advised in the premises, the Court concludes that there is no genuine issue as to any material fact bearing on the Plaintiff's right to recover, or the amount due to Plaintiff and it is

ORDERED AND ADJUDGED that Plaintiff, NCNB NATIONAL BANK OF FLORIDA, recover from Defendants, TONNIKA ADAMS and DEBRA JOHNSON the following sums:

A. Principal Balance Due	\$7,090.60
B. Attorney's Fees	\$500.00
C. Court Costs	\$148.00

making a subtotal sum of \$7,738.60, which shall bear interest at twelve percent (12%) per annum, as well as pre-judgment interest in the amount \$1,747.30 which shall not accrue interest, for which let execution issue.

RECORDED
MAR 15 1993
Clerk of Circuit
& County Courts

OFF. REC BK

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93R386990 1993 AUG 05 09:42

00R438645 2000 SEP 11 14:37

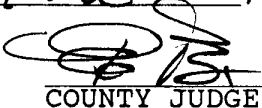
1050

OFF. REC. 16007 PG 3225

OFF. REC. 19275 PG 4089

DONE AND ORDERED in Chambers in Miami, Dade County,

Florida, this 11 day of March, 1993


COUNTY JUDGE

Copies Furnished To:

ELI BREGER

CRAMER, HABER, McDONALD & LEVINE, P.A.
1311 North Church Avenue
Tampa, FL 33607-2495

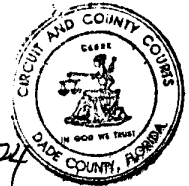
DEBRA JOHNSON
2051 N.W. 93rd Street
Miami, FL 33147

STATE OF FLORIDA, COUNTY OF DADE

HEREBY CERTIFY that the foregoing is a true and correct copy of the original on file in this office. August 4 AD 19 93

HARVEY RUVIN, CLERK of Circuit and County Courts

Deputy Clerk Ebie Oniboye



RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA.
RECORD VERIFIED
HARVEY RUVIN
CLERK CIRCUIT COURT

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA.
RECORD VERIFIED
HARVEY RUVIN
CLERK CIRCUIT COURT

OFF. REC BK

15840 PG 4777

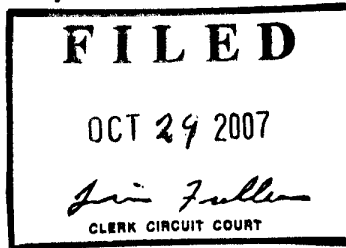
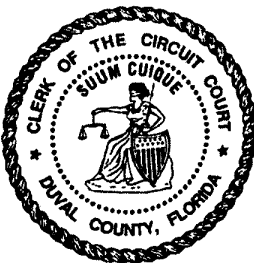
IN THE COUNTY COURT OF THE FOURTH
JUDICIAL CIRCUIT, IN AND FOR DUVAL
COUNTY, FLORIDA.

CASE: 16-2007-MM-010111-AXXX-MA
DIVISION: M

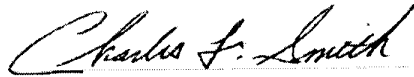
STATE OF FLORIDA,
vs.
MARK ANDREW JOHNSON

AFFIDAVIT

By order of the Court dated 03/27/2007, the Defendant was ordered to appear in the Office of the Clerk of the County Court to pay a fine on or before 07/31/2007, to arrange for an extension of time to pay said fine, or to schedule a court date for the Court's consideration of the failure to pay said fine. I am custodian of the records within the Office of the Clerk and have knowledge of the appearance or failure to appear of persons required by the County Court to pay fines in criminal cases. I have reviewed the record in this case and that record reflects that the above-named Defendant did not appear as ordered by the Court.



WITNESS my hand and seal of office at
Jacksonville, Florida, this
Monday, September 17, 2007
Jim Fuller, CLERK



By: Charles F. Smith, Deputy Clerk

☐ ORDER TO SHOW CAUSE
☒ FINAL CIVIL JUDGMENT

Upon the affidavit of the above Affidavit the Court finds that there is reason to believe that the abovenamed Defendant has committed an act which would constitute indirect criminal contempt in that the above-named Defendant was ordered to appear in the Office of the Clerk of the County Court to pay a fine in this case, or to make further arrangements with respect to payment of said fine as ordered by the Court, and that the above-named Defendant failed to appear as ordered, and/or has failed to pay \$ 240.00.

In further consideration of the above affidavit the Court finds that there is reason to believe that the Defendant will not appear in response to an Order to Show Cause.

WHEREFORE, IT IS ORDERED THAT

- ☐ 1. The Clerk of the County Court shall cause a capias to issue for the arrest of the above-named Defendant with bail set at _____.
- ☐ 2. The Clerk of the County Court shall cause a summons to issue for the appearance of the above-named Defendant and for the Defendant to respond to this Order to Show Cause.

2(a) A hearing will be held on _____, in Courtroom _____, Duval County Courthouse, 330 East Bay Street, Jacksonville, at which time the Defendant will be called upon to Show Cause why he/she should not be held in contempt for failure to obey a lawful order of this court.

☒ 3. It is Adjudged that the defendant is indebted to the City of Jacksonville in the amount of 240 which sum shall bear interest at the legal rate established under Chapter 55, FSA. for all of which let execution issue.

DONE AND ORDERED this OCT 26 2007 in Chambers.

Copies to: Defendant, State Attorney.

138 Aries Dr.
Orlando FL 32073

Judge: BLAZS, KEVIN

FILED OCT 29 2007 AM 11:20 JIM FULLER

IN THE COUNTY COURT IN AND FOR DUVAL COUNTY
STATE OF FLORIDA, CIVIL DIVISION

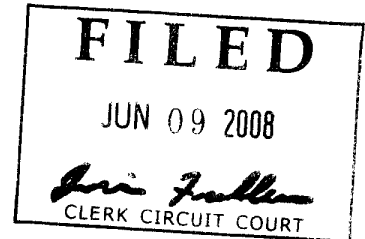
ASSET ACCEPTANCE LLC

Plaintiff,

vs.

Case No: 07SC9499MA J

MARK A JOHNSON
Defendant(s).



DEFAULT FINAL JUDGMENT

This action was heard after entry of default against the
defendant and

IT IS ADJUDGED that plaintiff, ASSET ACCEPTANCE LLC, P.O. Box 2036,
Warren, MI 48090 recover from defendant, MARK A JOHNSON,
1728 STARRATT RD JACKSONVILLE FL 322261758
in the sum of \$2324.52 on principal, \$302.15 as prejudgment
interest, with costs of \$180.00 for a total sum \$2806.67
for all of which let execution issue and which sum shall bear interest
at the rate of 11% per year.

ORDER AND ADJUDGED that defendant shall complete Florida Small
Claims Rules 7.343 (Fact Information Sheet) and return it to the
Plaintiff's attorney within forty five (45) days from the date of this
Final Judgment, unless the Final Judgment is satisfied or a motion for
new trial or notice of appeal is filed.

Jurisdiction in this case is retained to enter further orders that
are proper to compel the defendant to complete form 7.343 and return it
to the plaintiff's attorney.

DONE AND ORDERED at DUVAL COUNTY COURT this 5 day
of June, 2008.

COUNTY COURT JUDGE

cc: ASSET ACCEPTANCE LLC c/o Rodolfo J. Miro,
P.O. Box 9065;
Brandon, FL 33509, Bar-0103799

MARK A JOHNSON, 1728 STARRATT RD , JACKSONVILLE, FL
32226-1758

32580898
*6562

IN THE COUNTY COURT, IN AND
FOR DUVAL COUNTY, FLORIDA

CASE NO.: 16-2008-IN-007345-AXXX-MA

CITATION NO.: 099576-A

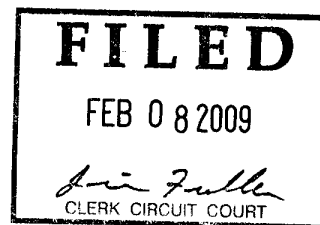
THE CITY OF JACKSONVILLE,

Plaintiff,

vs.

DEBRA JEAN JOHNSON,

Defendant.



FINAL JUDGMENT

This action having come before the Court on Plaintiff, City of Jacksonville's, Citation No. **099576-A** and Notice to Appear against Defendant Debra Jean Johnson, the Court finds that:

1. The Defendant failed to pay the citation or request a hearing within the required time period.
2. Section 603.302 (a), *Ordinance Code* of the City of Jacksonville, provides that "...Any person who violates section 603.201, section 603.202 or section 603.203, after having received a prior written warning, is guilty of a civil infraction and shall be assessed a civil fine of \$100.00 for each violation and courts costs of \$15.00." Moreover, the referenced Citation and Notice to Appear provides that: "If you do not desire to plead guilty or nolo contendere, you must obtain a court date from the Clerk of the Circuit Courtwithin 10 days from the issuance of the citation."
3. Section 603.302 (a) *Ordinance Code*, establishes the maximum civil penalty as one hundred dollars per violation.

4. Section 603.302 (a), *Ordinance Code*, establishes a fifteen dollar court costs imposed for a violation of pertinent Chapter 603 Children's Curfew ordinance provisions.

Upon the foregoing, it is hereby

ORDERED and ADJUDGED that Plaintiff, City of Jacksonville, Office of the Sheriff, whose mailing address is 501 E. Bay St., Jacksonville, FL 32202, recover from Defendant Debra Jean Johnson the sum of \$100.00, with the court costs authorized in the sum of \$15.00, for a total of **\$115.00**, which sum shall bear interest at the statutory rate per annum, for which let execution issue.

DONE and ORDERED this 5th day of February, 2009.



County Court Judge

copies to:

Cherry A. Shaw, Assistant General Counsel
Office of General Counsel
117 W. Duval Street, #480
Jacksonville, FL 32202

Debra Jean Johnson
3239 Justina Rd. #60
Jacksonville, FL 32277

Office of the Sheriff
Attn: Curfew Violations
501 E. Bay St.
Jacksonville, FL 32202

IN THE COUNTY COURT, IN AND
FOR DUVAL COUNTY, FLORIDA

CASE NO.: 16-2008-IN-007346-AXXX-MA

CITATION NO.: 094657-A

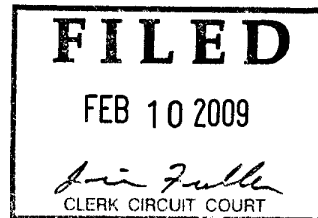
THE CITY OF JACKSONVILLE,

Plaintiff,

vs.

DEBRA J. JOHNSON,

Defendant.



FINAL JUDGMENT

This action having come before the Court on Plaintiff, City of Jacksonville's, Citation No. **094657-A** and Notice to Appear against Defendant Debra J. Johnson, the Court finds that:

1. The Defendant failed to pay the citation or request a hearing within the required time period.
2. Section 603.302 (a), *Ordinance Code* of the City of Jacksonville, provides that "...Any person who violates section 603.201, section 603.202 or section 603.203, after having received a prior written warning, is guilty of a civil infraction and shall be assessed a civil fine of \$100.00 for each violation and courts costs of \$15.00." Moreover, the referenced Citation and Notice to Appear provides that: "If you do not desire to plead guilty or nolo contendere, you must obtain a court date from the Clerk of the Circuit Courtwithin 10 days from the issuance of the citation."
3. Section 603.302 (a) *Ordinance Code*, establishes the maximum civil penalty as one hundred dollars per violation.

4. Section 603.302 (a), *Ordinance Code*, establishes a fifteen dollar court costs imposed for a violation of pertinent Chapter 603 Children's Curfew ordinance provisions.

Upon the foregoing, it is hereby

ORDERED and ADJUDGED that Plaintiff, City of Jacksonville, Office of the Sheriff, whose mailing address is 501 E. Bay St., Jacksonville, FL 32202, recover from Defendant Debra J. Johnson the sum of \$100.00, with the court costs authorized in the sum of \$15.00, for a total of **\$115.00**, which sum shall bear interest at the statutory rate per annum, for which let execution issue.

DONE and ORDERED this 9th day of February, 2009.



County Court Judge

copies to:

Cherry A. Shaw, Assistant General Counsel
Office of General Counsel
117 W. Duval Street, #480
Jacksonville, FL 32202

Debra J. Johnson
2329 Justina Rd. #60
Jacksonville, FL 32277

Office of the Sheriff
Attn: Curfew Violations
501 E. Bay St.
Jacksonville, FL 32202

IN THE COUNTY COURT, IN AND FOR
DUVAL COUNTY, FLORIDA.

CASE NO.: 16-2008-SC-8341 XXXX MA

DIVISION: G

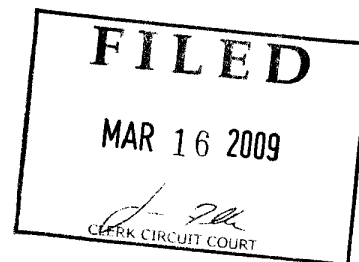
JEANETTE MOBLEY,

Plaintiff,

vs.

M & M AUTO WHOLESALE, INC. and
MARK JOHNSON,

Defendant



FINAL JUDGMENT

This cause came on for trial before the Court and the defendants having failed to appear, and the Court having heard testimony and evidence of the plaintiff, it is

ORDERED AND ADJUDGED that plaintiff, JEANETTE MOBLEY, recover of and from M & M AUTO WHOLESALE, INC. and MARK JOHNSON, judgment in the sum of \$2,480.94, plus court costs of \$255.00, for a total of \$2,735.94, all of which shall bear interest at the rate of 8% for the current year and thereafter at the prevailing rate per year as provided for by Florida Statute, for all of which let execution issue.

IT IS FURTHER ORDERED AND ADJUDGED that defendants shall complete under oath the Fact Information Sheets attached hereto, including all required attachments, and return it to the Plaintiff within 4t days from the date of this Judgment, unless the Judgment is satisfied of a post judgment discovery is stayed.

Jurisdiction of this case is retained to enter further orders that are proper to compel the defendants to complete the Fact Information Sheets and return them to the Plaintiff.

DONE AND ORDERED in Chambers at Jacksonville, Florida, this 13 day of March, 2009.

COUNTY JUDGE

Copies to:

Jeanette Mobley
34 Ponte Vedra Colony Circle
Ponte Vedra Beach, FL 32082

M & M Auto Wholesale, Inc.
2040 Edgewood Avenue North
Jacksonville, FL 32254

Mark Johnson
2040 Edgewood Avenue North
Jacksonville, FL 32254

IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA
CIVIL DIVISION

CASE NUMBER: 09-40889-CA-05 (04)

National Auto Lenders, Inc.
a Florida corporation,

Plaintiff,

vs.

M & M Auto Wholesale, Inc., a Florida
corporation, Mark Johnson, and Mark A.
Drury, individually,

Defendants.

FILED FOR RECORD
NOV 25 AM 11
CLERK
CIRCUIT & COUNTY CLERK
MIAMI-DADE COUNTY, FLA.
CIVIL #4

FINAL DEFAULT JUDGMENT

THIS CAUSE came before the Court upon the Motion of Plaintiff National Auto Lenders, Inc. ("NAL") for Entry of Final Default Judgment against Defendants M & M Auto Wholesale, Inc., Mark Johnson and Mark A. Drury ("Defendants") after entry of a default by the Clerk and this Court against Defendants. The Court having reviewed the file and Plaintiff's Motion and Affidavits, and being otherwise fully advised in the premises, it is hereby

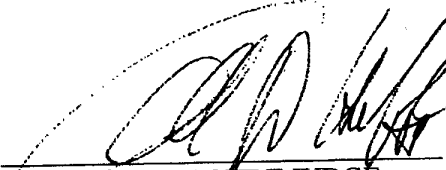
ORDERED and ADJUDGED:

1. Plaintiff's Motion is Granted. Final default judgment is entered in favor of Plaintiff, National Auto Lenders, Inc., and against Defendants M & M Auto Wholesale, Inc., Mark Johnson and Mark A. Drury.
2. Plaintiff NAL shall have and recover from Defendants M & M Auto Wholesale, Inc., Mark Johnson and Mark A. Drury, jointly and severally, the sum of \$114,298.32 together with court costs in the amount of \$721.50, and attorneys' fees in the amount of

TRUE COPY
CERTIFICATION ON LAST PAGE
HARVEY RUVIN, CLERK

\$ 7140.00, for a total sum of \$ 122,434.82, for which let execution issue.

DONE and ORDERED in Chambers at Miami, Miami-Dade County, Florida this 5 day of Nov, 2009.


CIRCUIT COURT JUDGE

Copies furnished to:

Elizabeth Bohn, counsel For Plaintiff
Defendants M & M Auto Wholesale, Inc.,
Mark Johnson and Mark A. Drury

Plaintiff's Address:
National Auto Lenders, Inc.
14645 N.W. 77th Avenue, Suite 203
Miami Lakes, FL 33014

Defendants' Addresses:
M & M Auto Wholesale, Inc.
5407 Beach Boulevard
Jacksonville, FL 32207

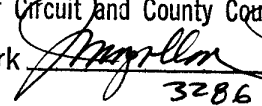
Mark Johnson
967 Eagle Point Drive
St. Augustine, FL 32092

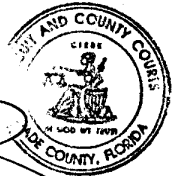
Mark A. Drury
45500 Stratton Road
Callahan, Florida 32011

181256-v1

STATE OF FLORIDA, COUNTY OF DADE
I HEREBY CERTIFY that the foregoing is a true and correct copy of the
original on file in this office. Jan 6 AD 2010

HARVEY RUVIN Clerk, of Circuit and County Courts

Deputy Clerk 
3286



IN THE CIRCUIT COURT IN AND FOR DUVAL COUNTY, FLORIDA

**IN RE: THE MARRIAGE OF
DEBORAH ALLENE JOHNSON,**
Former Wife/Petitioner,

Case No.: 1979-CA-6701
Division: FM-E

and

MARK KEVIN JOHNSON,
Former Husband/Respondent.

AMENDED QUALIFIED DOMESTIC RELATIONS ORDER

WHEREAS, this Court has jurisdiction over the parties and the subject matter of this Order; and

WHEREAS, the parties and the Court intend that this Order shall be a Qualified Domestic Relations Order (hereinafter referred to as a "QDRO") as defined in Section 206(d)(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and Section 414(p) of the Internal Revenue Code of 1986, as amended; and,

WHEREAS, pursuant to the referenced statutes, the Plan Administrator shall make a determination of the qualified status of this Order; and

WHEREAS, following approval by the Plan Administrator, this Order shall constitute a Qualified Domestic Relations Order; and

WHEREAS, the Former Wife, as the parent and legal guardian of the dependent child Brandon L. Johnson, DOB 11/8/77, has requested the entry of a Qualified Domestic Relations Order by this Court providing for the payment in full of the accrued child support obligation owed by the Former Husband in accordance with the provisions of section 206(d) of the Employee Retirement Income Security Act (ERISA), as amended by the Retirement Equity Act of 1984, and section 414(p) of the Internal Revenue Code; and

WHEREAS, Mark Kevin Johnson, the Former Husband, is a participant as defined in 29 U.S.C. 1002(7), with respect to the Plan; and

FILED 06/07/10 AM 09:55 JIM FULLER

WHEREAS, Debra A. O'Quinn, the Former Wife and the parent of the dependent child, is the alternate payee, as that term is defined in 26 U.S.C. 414(p)(8) and 29 U.S.C.1056(d)(3)(K), with respect to the Plan.

NOW, THEREFORE, pursuant to the State of Florida's Domestic Relations Laws, IT IS HEREBY ORDERED BY THE COURT as follows:

1. As used in this Order, the following terms shall apply:
 - (a) "Participant" shall mean Mark K. Johnson, whose current address is 9695 N. County Rd 500 E, Brazil, IN 47834.
 - (b) "Alternate Payee" shall mean Debra A. O'Quinn, as the parent of the former minor and dependent child, Brandon L. Johnson, 4311 John Herndon Road, Surrency, GA 31563. The Alternate Payee is the former spouse and the parent of the former dependent child of the Participant.
 - (c) "Plan" shall mean The General Motors Hourly-Rate Employees Pension Plan. The "Plan Administrator" shall mean General Motors Corporation. Any changes in Plan Administrator, Plan Sponsor or name of the Plan shall not affect Alternate Payee's rights as stipulated under this Order. Further, any successor plan to the Plan or any other plan(s), to which liability for provision of the Participant's benefits described below is incurred, shall also be subject to the terms of this Order. Also, any benefits accrued by the Participant under a predecessor plan of the employer or any other defined benefit plan sponsored by the Participant's employer, where liability for benefits accrued under such predecessor plan or other defined benefit plan has been transferred to the Plan, shall also be subject to the terms of this Order.
2. Amount of Alternate Payee's Benefit: The Alternate Payee's award is one hundred percent (100%) of the Participant's total monthly benefit. The total monthly benefit will automatically include and early retirement subsidies and /or post retirement increases, if any.
3. The payments to the Alternate Payee shall commence with the next benefit payment following the qualification of this Order, or at the earliest time permitted by the Plan, and in a manner consistent with the terms of the Plan. No distributions shall be made to the Alternate Payee prior to the Participant's actual benefit commencement date.
4. The Alternate Payee's payments will continue until further Order of the Court or the death of the Participant, whichever occurs earlier. If the Alternate Payee predeceases Participant, her share of the benefits shall revert to the Participant.

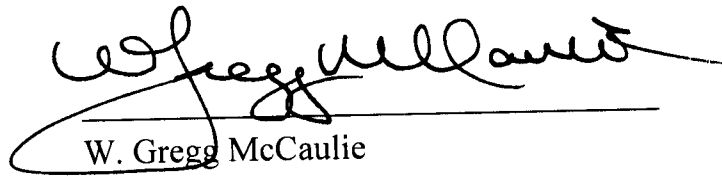
5. The Alternate payee's award shall be taken from the benefit calculated on the lifetime of the Participant and there shall be no further actuarial adjustment to the support award. Further, the benefits assigned to the Alternate Payee will not be subject to actuarial reduction if commenced prior to normal retirement age, reduction for survivor option cost, and/or an actuarial adjustment for an alternate payee life annuity, if applicable.
6. The check for Alternate Payee's share of benefits will be made payable to the Child Support Enforcement Agency f/b/o the Alternate Payee and mailed to National Child Support, P.O. Box 42437, Cincinnati, Ohio 42542. The case number will appear on the check.
7. Savings Clause: This Order is not intended, and shall not be construed in such a manner as, to require the Plan:
- a. to provide any type or form of benefit option not otherwise provided under the terms of this Plan;
 - b. to require the Plan to provide increased benefits determined on the basis of actuarial value; or
 - c. to require the payment of any benefits to the Alternate Payee which are required to be paid to another alternate payee under another order which was previously deemed to be a QDRO.
8. The Participant shall be responsible for the payment of all taxes incurred by reason of any benefits paid to the Alternate Payee under this Order. The Plan administrator shall provide the Participant with appropriate tax information so as to enable the Participant to report and pay any applicable tax.
9. Constructive Receipt: Neither party shall accept any benefits from the Plan that belongs to the other party. In the event that the payor hereunder inadvertently pays to the Participant any benefits which are assigned to the Alternate Payee pursuant to the terms of this Order, the Participant shall immediately return such benefits to the Plan.

10. Plan Termination: In the event of a Plan termination, the Alternate Payee shall be entitled to receive her portion of Participant's benefits as stipulated herein in accordance with the Plan's termination for participants and beneficiaries.

11. Action by Participant: The Participant shall not take any actions, affirmative or otherwise, that circumvent the terms and provisions of this Qualified Domestic Relations Order, or that diminish or extinguish the rights and entitlements of the Alternate Payee as set forth herein.

12. The Court shall retain jurisdiction with respect to this Order to the extent required to maintain its qualified status and the original intent of the parties as stipulated herein. The Court shall also retain jurisdiction to enter such further Orders as are necessary to enforce the assignment of benefits to Alternate Payee as set forth herein.

DONE AND ORDERED in Chambers, Jacksonville, Duval County, Florida, this 7
day of June, 2010.


W. Gregg McCaulie
CIRCUIT JUDGE

Copies to:

Attorney For Alternate Payee:

Barry Kaufman, Esquire

1817 Atlantic Blvd.

Jacksonville, FL 32207

Mark Johnson

9695 N County Rd 500 E

Brazil, IN 47834

IN THE CIRCUIT COURT FOURTH
JUDICIAL CIRCUIT, IN AND FOR
DUVAL COUNTY, FLORIDA

CASE NO: 16-2004-DR-5241-FM
DIVISION: FM U

MARILYN WILKES,

Petitioner,

vs.

MARK JOHNSON,

Respondent.

FILED

JUN 22 2010

Jim Fuller
CLERK CIRCUIT COURT

**ORDER GRANTING MOTION FOR CONTEMPT
ORDER REINSTATING DRIVER LICENSE
REPORT OF THE CHILD SUPPORT HEARING OFFICER**

THIS CAUSE came before Leatrice W. Walton, Child Support Hearing Officer, pursuant to Rule 12.491, Fla. Fam. L.R.P., and Administrative Orders of this Circuit, on June 16, 2010, upon a motion for contempt. Present at the hearing were the Department of Revenue, Jeffrey C. Peterson, counsel for DOR, and

 X Mark Johnson Marilyn Wilkes Counsel for NMP,

REFERENCES

"NMP" refers to Mark Johnson, the non-majority party.

"MP" refers to Marilyn Wilkes, the majority party.

The term "majority" is intended to imply the party with whom the child(ren) spends the majority of time, but does not address custody or time-sharing.

Child(ren) involved in this case:

Ryan Johnson	September 11, 1982
Chad Johnson	August 13, 1980
Kyle Johnson	June 11, 1978
Eric Johnson	June 10, 1974

"Depository" refers to Domestic Relations Depository.

FINDINGS

The Child Support Hearing Officer, having reviewed the Court file, received testimony, and heard argument of counsel, finds:

A. The Court has jurisdiction over the parties and the subject matter raised in the pleadings, and the Child Support Hearing Officer has authority to hear this matter.

B. Mark Johnson received proper notice of these proceedings.

C. An order was issued in this action ordering Mark Johnson to pay \$0.00 per week, in current child support plus \$132.00

toward arrearages.

D. The Domestic Relations Depository records as of June 16, 2010, reflect that Mark Johnson is in arrears in the amount of \$16,992.01. Jurisdiction is retained to determine interest.

E. Mark Johnson had and presently has the ability to pay the sums required by the prior Court order based upon the presumption of validity of the prior Court order.

F. Mark Johnson has the present ability to pay a purge of prior to being released from Court or incarceration.

WHEREFORE, IT IS RECOMMENDED:

1. Mark Johnson is in arrears \$16,992.01 through the payment due June 16, 2010, and is adjudged to be in willful indirect contempt of this Court for failure to pay child support as ordered while having the ability to pay.

2. Mark Johnson is adjudged to have the present ability to pay the following amounts. Accordingly,

a. Mark Johnson shall pay and produce the receipt for payment during this scheduled hearing.

b. Mark Johnson is hereby sentenced to an immediate indefinite period of time in the County Jail not to exceed 179 days, until a purge of , applicable service charges, and sheriffs costs are paid in full.

c. Mark Johnson shall pay by . ,

3. X Continuing on , Mark Johnson shall pay current child support of **\$0.00 per week** plus the applicable service charge, until the children all marry, die, become self supporting, or attain the age of majority, or further order of this Court.

X Continuing on , Mark Johnson shall pay **\$132.00 per week** plus the applicable service charge, toward the arrearage and accumulated interest until paid in full.

4. All payments shall be made through the State of Florida Disbursement Unit, together with the applicable service charges.

5. Within 180 days Mark Johnson shall pay the Administrative costs to the Department of Revenue, 921 North Davis Street, Jacksonville, Florida 32209, in the amount of \$90.00.

6. The parties are hereby advised of their rights under Fla. Fam. L.R. 12.491, "any party affected by the order may move to vacate the order by filing a motion to vacate within 10 days from the date of entry."

7. All prior Court orders in this case shall remain in full force and effect unless directly addressed in this order.

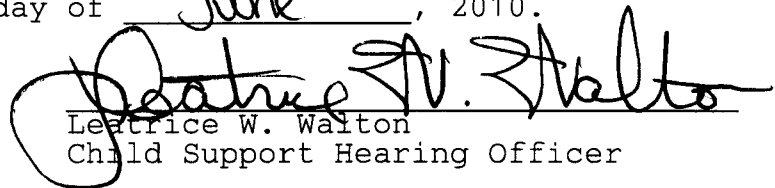
8. Mark Johnson shall return to this Court for review of all routine regular ordered child support payments, arrearage payments, and payment of any required purge on , at .

9. The Department of Revenue is to reinstate Mark Johnson's driver license.

10. The court hereby suspends enforcement for three months from the date of this order.

It is the recommendation of the undersigned Child Support Hearing Officer that the above findings of fact and recommendation be incorporated into and entered as an order of this Court, and for the entry of an appropriate income deduction order.

Recommended this 16th day of June, 2010.


Leatrice W. Walton
Child Support Hearing Officer

ORDER FOR CHILD SUPPORT AND OTHER RELIEF

The Court has jurisdiction of this cause and having reviewed the Report of the Child Support Hearing Officer hereby

ORDERS and ADJUDGES:

1. The Report of the Child Support Hearing Officer, along with the attached Addenda, is hereby approved, ratified, confirmed, and adopted as the order of this Court and is incorporated herein by this reference; except that the license shall not be reinstated if it is also suspended or revoked for any non-child support reason.

2. All parties shall be governed by said order and shall comply with each particular therein.

3. All prior Court orders in this case shall remain in full force and effect unless directly addressed in this order. Sections which are not checked do not apply.

DONE and ORDERED in Chambers, Jacksonville, Duval County, Florida, this 21 day of June, 2010.


UIFSA Duty Judge, Circuit Judge

Copies furnished to:

R. Craig Hemphill, P.A.

Marilyn Wilkes, 402 East Main Street, Mancelona, Michigan 49659

Mark Johnson, 5654 Temple Road, Jacksonville, Florida 32207

Hearing Date: June 16, 2010
16-2004-DR-5241-FM

Case No.:

Doc # 2009292900, OR BK 15090 Page 621, Number Pages: 1, Recorded 12/08/2009
08:16 AM, JIM FULLER CLERK CIRCUIT COURT DUVAL COUNTY RECORDING \$0.00

IN THE COUNTY COURT IN THE FOURTH JUDICIAL CIRCUIT
IN AND FOR DUVAL COUNTY, FLORIDA

CASE NUMBER: 09-SC-6218 DIV:

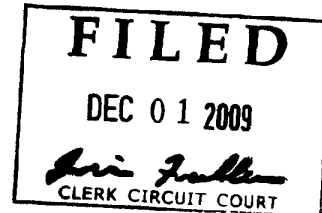
CAPITAL ONE BANK (USA), N.A.,
a corporation,

Plaintiff,

vs.

DEBRA A JOHNSON,

Defendant.



FINAL JUDGMENT

The Defendant appeared at the Pre-Trial Conference and admitted to liability and damages as set forth in the Complaint, and the Court finding that Plaintiff is entitled to a Final Judgment, it is:

ADJUDGED that the Plaintiff, CAPITAL ONE BANK (USA), N.A., recover from the Defendant, DEBRA A JOHNSON, the principal sum of \$1,364.20, together with \$279.02 interest, \$210.00 for costs of this suit and \$ 402.80 as a reasonable fee for Plaintiff's attorney, that shall bear interest at the rate of eight percent (8%) per year, for which let execution issue.

IT IS FURTHER ORDERED AND ADJUDGED that the Defendant shall complete Florida Small Claims Rules Form 7.343 (Fact Information Sheet) and return it to the Plaintiff's attorney within 45 days from the date of this Final Judgment, unless the Final Judgment is satisfied or a motion for new trial or notice of appeal is filed. Jurisdiction of this case is retained to enter further orders that are proper to compel the Defendant to complete Form 7.343 and return it to the Plaintiff's attorney.

DONE AND ORDERED at Jacksonville, Duval County, Florida this 30 day of
November, 2009.


County Court Judge

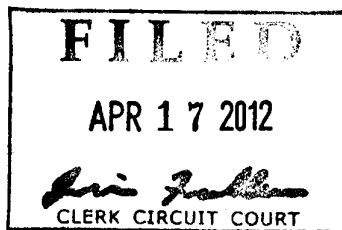
Copies to:

Kelly A. Karstaedt
Attorney for Plaintiff
Rubin & Debski, P.A.
P.O. Box 47718
Jacksonville, FL 32247

DEBRA A JOHNSON
Defendant
12232 HERON COVE CT
JACKSONVILLE FL 32218-8095
SSN: [REDACTED]

STATE OF FLORIDA
DUVAL COUNTY
I, THE UNDERSIGNED
Florida, DO HEREBY
and correct copy of
in the office of the
WITNESS my
Jacksonville, Florida

Plaintiff's Address (F.S. 55.06):
CAPITAL ONE BANK (USA), N.A.
4851 Cox Road
Glen Allen, VA 23060



IN THE CIRCUIT COURT, IN AND
FOR DUVAL COUNTY, FLORIDA.

CASE NO.: 16-2011-CF-7366-AXXX
OFFENDER NO.: _____
DIVISION: CR-C

STATE OF FLORIDA

VS.

Mark Douglas Johnson

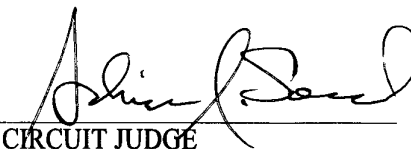
ORDER OF CONVERSION TO FINAL JUDGMENT

The Court having determined it appropriate to convert the defendant's fine and/or costs imposed herein in the sum of \$ 821.00 and _____ applicable probation cost to a civil final judgment, it is

ORDERED AND ADJUDGED that the fine and/or costs and applicable probation cost due in this case are converted to a civil judgment. It is further

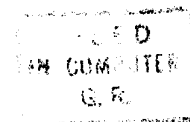
ORDERED AND ADJUDGED that the STATE OF FLORIDA, does have and recover from the defendant the sum of \$ 821.00 representing the fine and /or costs and \$ _____ applicable probation costs due herein, for which let execution issue forthwith.

DONE AND ORDERED at Jacksonville, Florida this 17th day of April, 20 12


CIRCUIT JUDGE

Copies to:

Defendant



S. A. CASE NO.: 12CF013845AD

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

CLERK NO.: 162012CF002934AXXXMA

DIVISION: CRC

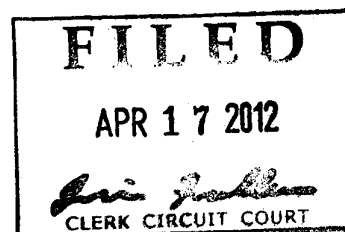
STATE OF FLORIDA

Plaintiff,

vs.

MARK DOUGLAS JOHNSON, JR.,

Defendant,



RACE: White
SEX: Male
DOB: 10/13/1977

JUDGMENT AND RESTITUTION ORDER
[F.S. 775.089]

THIS CAUSE having come on to be heard upon the State's Motion for an Order requiring that the defendant, pursuant to Section 775.089, Florida Statutes, pay restitution costs for the benefit of the victim, herein namely:

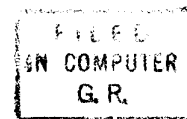
- A. Value Pawn & Jewelry
5706 University Boulevard
Jacksonville, Florida 32216
- B. Victim Compensation Trust Fund
Office of the Attorney General
The Capitol
Tallahassee, Florida 32399-1050

* If Victim Compensation has compensated the victim in part or in whole, then payments shall be made and distributed first to the victim, and when fully compensated, to Victim Compensation for reimbursement.

On the evidence presented it is adjudged,

1. That the State's Motion is hereby granted and the Defendant shall pay restitution for the benefit of the above-named victim in the total sum of **\$687.50**; that shall bear interest at the legal rate, for which let execution issue. Said amount is to be offset by any monies paid to the victim by responsible co-defendants.

2. Payment shall be made to the victim through the Clerk of Court (Felony or Misdemeanor as applicable). If the Defendant is released from prison to supervision under the Department of Corrections, payments and disbursements shall be made through the Department for the length of such supervision. Upon completion of supervision, payments and disbursements on any outstanding balance shall be made directly through the Clerk of the Court. The Clerk of Court is authorized to collect a \$3.50 fee per payment, pursuant to Section 28.24(26)(a), Florida Statutes.

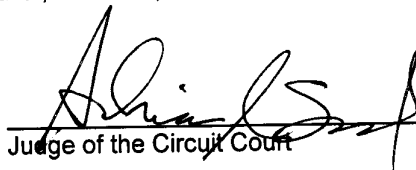


3. Payment Schedule: [Check applicable instruction(s)]
☒ Total sum shall be paid immediately.
☐ Total sum shall be paid in installment payments of \$_____, payable on a ☐ weekly ☐ monthly basis. Payments shall be applied first to interest and the balance, if any, to principal.
☐ Other, specified schedule: _____
4. (a) The Court may require that the defendant make restitution under this section within a specified period or in specified installments.
 (b) The end of such period or the last such installment shall not be later than:
 1. The end of the period of probation if probation is ordered;
 2. Five years after the end of the term of imprisonment imposed if the Court does not order probation; or
 3. Five years after the date of sentencing in any other case; or
 (c) If not otherwise provided by the Court under this subsection, restitution must be made immediately.

5. If a defendant is placed on probation or paroled, complete satisfaction of any restitution ordered under this section shall be a condition of such probation or parole. The Court may revoke probation, and the Parole Commission may revoke parole, if the defendant fails to comply with such order.

6. That the Clerk of the Court shall provide to the victim named herein a copy hereof, in order for the victim to record the judgment as a lien, pursuant to Section 55.10, Florida Statutes.

DONE AND ORDERED in Jacksonville, Duval, Florida, on this 17th day of April, 2012.


 Judge of the Circuit Court

NOTICE OF CONFIDENTIAL INFORMATION WITHIN COURT FILING

Pursuant to Florida Rule of Judicial Administration 2.420(d)(2), the filer of this court record indicates that confidential information is included within the document being filed; to-wit: Social Security Number, § 119.0714.

Copies furnished by Clerk to:

Victim
 Assistant State Attorney
 Defendant and/or Defense Counsel

NOTE: The victim shall notify the Clerk of the Court, in writing, of any address changes.

S. A. CASE NO.: 12CF013845AD

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

CLERK NO.: 162012CF002934AXXXMA

DIVISION: CRC

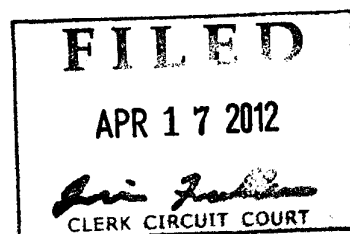
STATE OF FLORIDA

Plaintiff,

vs.

MARK DOUGLAS JOHNSON, JR.,

Defendant,



RACE: White
SEX: Male
DOB: 10/13/1977

JUDGMENT AND RESTITUTION ORDER
[F.S. 775.089]

THIS CAUSE having come on to be heard upon the State's Motion for an Order requiring that the defendant, pursuant to Section 775.089, Florida Statutes, pay restitution costs for the benefit of the victim, herein namely:

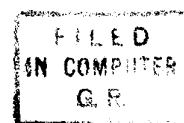
- A. Cash Today Pawn
6700 Beach Boulevard
Jacksonville, Florida 32216
- B. Victim Compensation Trust Fund
Office of the Attorney General
The Capitol
Tallahassee, Florida 32399-1050

* If Victim Compensation has compensated the victim in part or in whole, then payments shall be made and distributed first to the victim, and when fully compensated, to Victim Compensation for reimbursement.

On the evidence presented it is adjudged,

1. That the State's Motion is hereby granted and the Defendant shall pay restitution for the benefit of the above-named victim in the total sum of **\$1062.00**; that shall bear interest at the legal rate, for which let execution issue. Said amount is to be offset by any monies paid to the victim by responsible co-defendants.

2. Payment shall be made to the victim through the Clerk of Court (Felony or Misdemeanor as applicable). If the Defendant is released from prison to supervision under the Department of Corrections, payments and disbursements shall be made through the Department for the length of such supervision. Upon completion of supervision, payments and disbursements on any outstanding balance shall be made directly through the Clerk of the Court. The Clerk of Court is authorized to collect a \$3.50 fee per payment, pursuant to Section 28.24(26)(a), Florida Statutes.

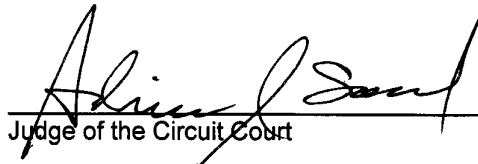


3. Payment Schedule: [Check applicable instructions(s)]
 [☒] Total sum shall be paid immediately.
 [☐] Total sum shall be paid in installment payments of \$ _____, payable on a [☐] weekly [☐] monthly basis. Payments shall be applied first to interest and the balance, if any, to principal.
 [☐] Other, specified schedule: _____
4. (a) The Court may require that the defendant make restitution under this section within a specified period or in specified installments.
 (b) The end of such period or the last such installment shall not be later than:
 1. The end of the period of probation if probation is ordered;
 2. Five years after the end of the term of imprisonment imposed if the Court does not order probation; or
 3. Five years after the date of sentencing in any other case; or
 (c) If not otherwise provided by the Court under this subsection, restitution must be made immediately.

5. If a defendant is placed on probation or paroled, complete satisfaction of any restitution ordered under this section shall be a condition of such probation or parole. The Court may revoke probation, and the Parole Commission may revoke parole, if the defendant fails to comply with such order.

6. That the Clerk of the Court shall provide to the victim named herein a copy hereof, in order for the victim to record the judgment as a lien, pursuant to Section 55.10, Florida Statutes.

DONE AND ORDERED in Jacksonville, Duval, Florida, on this 17th day of April, 2012.


 Judge of the Circuit Court

NOTICE OF CONFIDENTIAL INFORMATION WITHIN COURT FILING

Pursuant to Florida Rule of Judicial Administration 2.420(d)(2), the filer of this court record indicates that confidential information is included within the document being filed; to-wit: Social Security Number, § 119.0714.

Copies furnished by Clerk to:

Victim
 Assistant State Attorney
 Defendant and/or Defense Counsel

NOTE: The victim shall notify the Clerk of the Court, in writing, of any address changes.

IN THE COUNTY COURT IN AND FOR
DUVAL COUNTY, FLORIDA

CIVIL DIVISION

CASE NO.: 2011-SC-002981

CC-O

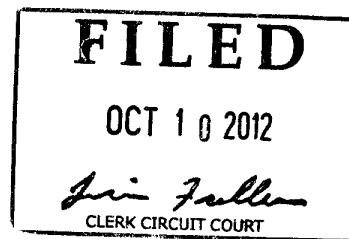
PORTFOLIO RECOVERY ASSOCIATES, LLC,

Plaintiff,

vs.

MARK L. JOHNSON II,

Defendant,



FINAL JUDGMENT

IT IS ADJUDGED THAT plaintiff, PORTFOLIO RECOVERY ASSOCIATES, LLC, recover from defendant, MARK L. JOHNSON II, Social Security Number XXX-XX- , the sum of \$2,958.32 on principal, prejudgment interest of \$598.63, attorney's fees in the amount of \$0.00 and court costs in the sum of \$290.00, for a total due of \$3,846.95 that shall bear interest at the rate of 4.75%, for which let execution issue.

It is further ordered and adjudged that the Defendant shall complete Florida Small Claims Rules Form 7.343 (Fact Information Sheet) and return it to plaintiff's attorney within 45 days from the date of this final judgment, unless the final judgment is satisfied or a motion for new trial or notice of appeal is filed.

Jurisdiction of this case is retained to enter further orders that are proper to compel the Defendant to complete form 7.343 and return it to the plaintiff's attorney.

DONE AND ORDERED in DUVAL County, Florida this 10th day of October 2012.



COUNTY COURT JUDGE

Copies furnished to:

JOSEPH F. ROSEN, ESQ.
ATTORNEY FOR PLAINTIFF
POLLACK & ROSEN, P.A.
800 DOUGLAS ROAD
NORTH TOWER, SUITE 450
CORAL GABLES, FLORIDA 33134

MARK L. JOHNSON II
5654 TEMPLE ROAD
JACKSONVILLE, FL 32207

FILE # 1822408

Div. 4 for O

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

Case No.:

Division: **DIVISION FM-B**

IN RE THE MARRIAGE OF:

MARK S. JOHNSON,
Husband,

and

DEBRA J. JOHNSON,
Wife

16- 2012 -OR-0 0 6 4 5 2

-FMXX-MA

CONSENT FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE

THIS CAUSE came to be heard on Oct. 30, 2012, upon the Petition for Dissolution of Marriage filed by Husband. After taking testimony and other evidence in open Court and reviewing the Court file, the Court FINDS as follows:

1. The Court has jurisdiction of the parties and the subject matter herein.
2. The Petitioner has been a resident of the State of Florida for at least six (6) months prior to the filing of the Petition for Dissolution of Marriage.
3. Irreconcilable differences exist and have caused the irretrievable breakdown of the marriage, and all efforts and hope of reconciliation would be impracticable and not in the best interests of the parties.
4. The parties wish to settle between themselves their respective rights, duties, and obligations regarding property and liabilities, and so have entered into a written Marital Settlement Agreement. This Agreement, attached hereto as Exhibit "A," was entered into voluntarily by each party, and has been filed of record and introduced into evidence at the final hearing in this cause.

ADJUDGED 

IT IS, therefore, **ORDERED** as follows:

1. The parties are awarded Judgment for Dissolution of Marriage, and the bonds of matrimony heretofore existing between Mark S. Johnson (hereinafter referred to as "Husband") and Debra J. Johnson (hereinafter referred to as "Wife") are hereby dissolved.
2. The Marital Settlement Agreement of the parties, attached hereto as Exhibit "A" and incorporated herein by reference for all purposes, is approved and expressly made a part of this Final Judgment for Dissolution of Marriage, and all of the terms and provisions of said Agreement are RATIFIED, CONFIRMED, and ADOPTED as Orders of this Court to the same extent and with the same force and effect as if its terms and provisions were set forth verbatim in

FILED 10/31/2012 PM 2:17 PM FILED

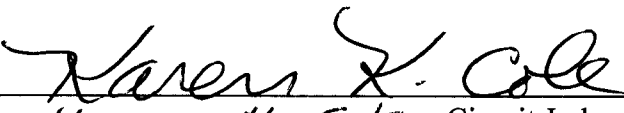
this Final Judgment, and the parties are **ORDERED** to comply with the terms and provisions of said Agreement.

3. Each party shall (a) provide to the other party any necessary information or to execute and/or deliver any instrument or document necessary to transfer title or interest in property consistent with this Final Judgment or the Marital Settlement Agreement, and (b) timely perform such other acts that are reasonably necessary or that may be reasonably requested by the other party to effectuate the provisions of this Final Judgment or the Marital Settlement Agreement.

4. Any right, claim, demand or interest of the parties in and to the property of the other, whether real, personal or mixed, of whatever kind and nature and wherever situated, including but not limited to homestead, succession and inheritance arising out of the marital relationship existing between the parties hereto, except as expressly set forth or arising out of said Marital Settlement Agreement, is forever barred and terminated.

5. The Court expressly retains jurisdiction of this cause for the purpose of enforcing, construing, interpreting, or modifying the terms of this Final Judgment and the terms of the Marital Settlement Agreement entered into by the parties herein.

DONE AND ORDERED in Chambers at Jacksonville, Duval County, Florida on the 30th day of Oct., 2012.


Karen K. Cole, Circuit Judge

Copies to:
 Mark S. Johnson
 Debra J. Johnson
 Marcella A. Taylor, Esquire

WE CONSENT TO THE FOREGOING CONSENT FINAL JUDGMENT:


MARK S. JOHNSON


DEBRA J. JOHNSON


Marcella A. Taylor, Esquire
 Attorney for Husband
 Florida Bar No.: 581208
 731 Duval Station Road, Suite 107-183
 Jacksonville, FL 32218
mtaylorlawoffice@gmail.com
 904.714.0307

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

Case No.:

Division:

DIVISION FM-B

16- 2012 -DR-006452

-FMXX-MA

IN RE THE MARRIAGE OF:

MARK S. JOHNSON,
Husband,

and

DEBRA J. JOHNSON,
Wife

MARITAL SETTLEMENT AGREEMENT

This Agreement is made in connection with an action for dissolution to be filed between Mark S. Johnson, referred to as "Husband" herein, and Debra J. Johnson, referred to as "Wife" herein, who are sworn and agree as follows:

WHEREAS, the parties hereto were married to each other on or about November 1, 1986;

WHEREAS, there are no children of the parties under the age of 18 or otherwise entitled to support, and none are expected;

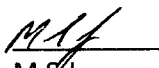
WHEREAS, Husband expects to file a petition for dissolution of marriage, and this Agreement is intended to be introduced into evidence in such action, to be incorporated in a Final Judgment entered therein;

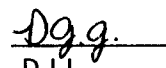
WHEREAS, the parties acknowledge that irreconcilable differences exist, that the marriage is irretrievably broken, and that the parties intend to live separate and apart from each other;

WHEREAS, the parties wish to settle between themselves, now and forever, their respective rights, duties, and obligations regarding property and liabilities;

WHEREAS, each party has read this Agreement and understands its terms and consequences, and each party believes that this Agreement is fair, just, and reasonable;

WHEREAS, each party has assented to this Agreement freely and voluntarily, without coercion or duress;


M.S.J.


D.J.J.

NOW, THEREFORE, in consideration of the mutual covenants, promises and undertakings set forth herein, and for other good and valuable consideration, the parties have agreed and do hereby agree as follows:

ARTICLE I REAL ESTATE

The Homestead

1.1 There exists certain real property in which one or both parties may claim an interest, herein referred to as the "Homestead," located at 10432 Gailwood Circle East, Jacksonville, Florida 32218.

1.2 The Homestead shall be the property of Wife, and Husband hereby waives and releases any and all claim or interest in said property. Husband shall execute and deliver a special warranty or quitclaim deed to convey any and all such interest in said property to Wife. Husband hereby assigns to Wife any and all of his interest in any escrow accounts, homeowner's insurance policies, and/or utility deposits in connection with the Homestead. Wife shall pay all taxes and insurance on the Homestead as of October 1, 2012. Wife shall be entitled to take any itemized deductions available under the Internal Revenue Code in connection with the Homestead, including items such as mortgage interest and real estate taxes for the tax year in which this Agreement is executed, and every year thereafter.

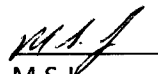
1.3 There is a mortgage owing to Stone Crest Properties secured by said property, with a current balance of approximately \$30,000. As of October 1, 2012, Wife shall assume said mortgage, and shall indemnify and hold Husband and his property harmless from any failure to pay the same.

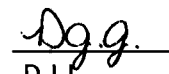
ARTICLE II RETIREMENT

2.1 Each party shall receive any and all benefits existing by reason of his or her past, present, or future employment or military service, including but not limited to any profit-sharing plan, retirement plan, Keogh plan, pension plan, employee stock option plan, 401(k) plan, employee savings plan, military retired pay, accrued unpaid bonuses, or disability plan, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases thereof, the proceeds therefrom and any other rights related thereto. The other party hereby waives and releases any and all claims or interest therein.

ARTICLE III DIVISION OF OTHER ASSETS AND LIABILITIES

Division of Other Assets


M.S.J.


D.J.J.

3.1 The parties have already divided all other marital property in an agreeable and satisfactory manner prior to the execution of this Agreement. Each party shall have exclusive ownership in all items of property that are currently in his or her possession or control, and the other party waives and releases any and all claim or interest in such items.

Division of Liabilities

3.2 Any obligation or liability that is not listed herein shall be the responsibility of the party that incurred the same, and the party that incurred the same shall indemnify the other party and the property of the other party harmless from liability therefor.

3.3 Neither party shall hereafter incur any obligation or liability for which the other party will be liable.

General Provisions

3.4 Full and Complete Disclosure. Each party hereto warrants and agrees that he or she has made a full and complete disclosure to the other party of all marital and nonmarital property, income, assets and liabilities.

3.5 Other Information or Instruments. Each party agrees to provide to the other party any necessary information or to execute and/or deliver any instrument or document necessary to transfer title or interest in property consistent with this Agreement.

3.6 Nondischargeable in Bankruptcy. All terms of this Agreement pertaining to the division of marital property, including but not limited to any hold harmless or indemnification provisions, are specifically intended by the parties to be nondischargeable in the event of bankruptcy.

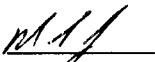
ARTICLE IV NO ALIMONY

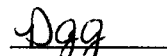
4.1 Both parties waive any claim for alimony, whether temporary, durational, "bridge-the gap," rehabilitative, permanent, or lump sum. No provision of this Agreement should be construed as payment of alimony by either party.

ARTICLE V COURT COSTS AND ATTORNEY'S FEES

5.1 Any costs of court, including the filing fee for the petition for dissolution, will be borne by the party incurring the same.

5.2 Each party will be responsible for his or her own attorney's fees incurred herein.


M.S.J.


D.J.J.

ARTICLE VI GENERAL PROVISIONS

6.1 Mutual Release. Each party waives, releases and relinquishes any actual or potential right, claim or cause of action against the other party, including but not limited to asserting a claim against the estate of the other party or to act as a personal representative of such estate, except as otherwise provided for in this Agreement or arising hereunder.

6.2 Resolution of Future Disputes. In the event of any disagreement regarding an issue between the parties, the parties shall first confer and exercise reasonable efforts to resolve such a dispute. Except in an emergency, before a party files legal action regarding an issue of any such dispute or regarding modification of any terms and conditions of this Agreement, that party shall make a good faith attempt to submit the dispute or controversy to mediation.

6.3 Reconciliation. In the event of a reconciliation or resumption of marital relations, this Agreement or its provisions shall not be abrogated in any way without further written agreement of the parties.

6.4 No Oral Agreements. The parties agree that this Agreement constitutes the entire agreement of the parties, that this Agreement supersedes any prior understandings or agreements between them, and that there are no representations, warranties, or oral agreements other than those expressly set forth herein.

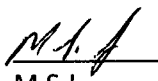
6.5 No Waiver of Breach. The failure of a party to insist on strict performance of any provision of this Agreement shall not be construed to constitute a waiver of a breach of any other provision or of a subsequent breach of the same provision.

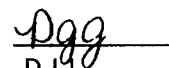
6.6 Severability. This Agreement is severable, and if any term or provision is determined to be unenforceable, this shall not render the remainder of the Agreement unenforceable.

6.7 Other Acts. Each party agrees to timely perform such other acts that are reasonably necessary or that may be reasonably requested by the other party to effectuate the provisions of this Agreement.

6.8 Survival of Agreement; No Merger. This Agreement may be offered into evidence by either party in an action for dissolution of marriage, and may be incorporated by reference in a final judgment entered therein. Notwithstanding incorporation, this Agreement shall not be merged in such judgment but shall survive the judgment and be binding on the parties.

6.9 Remedies for Enforcement. The terms and provisions of this Agreement are enforceable in contract, in addition to any remedies for enforcement that may also be available


M.S.J.


D.J.J.

under any final judgment of dissolution of marriage entered between the parties.

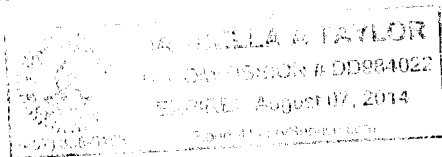
I, MARK S. JOHNSON, certify that I have been open and honest in entering into this Agreement. I am satisfied with this Agreement and intend to be bound by it.


Dated: September 28, 2012


MARK S. JOHNSON

STATE OF FLORIDA
COUNTY OF DUVAL

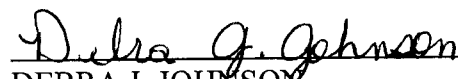
Sworn to or affirmed and subscribed before me on 9.28.12 by
MARK S. JOHNSON.




NOTARY PUBLIC - STATE OF FLORIDA

I, DEBRA J. JOHNSON, certify that I have been open and honest in entering into this Agreement. I am satisfied with this Agreement and intend to be bound by it.

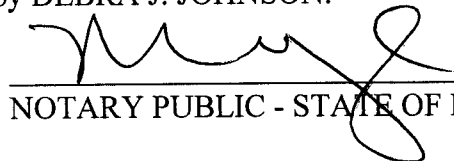
Dated: September 28, 2012

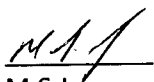

DEBRA J. JOHNSON

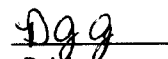
STATE OF FLORIDA
COUNTY OF DUVAL

Sworn to (or affirmed) and subscribed before me on
9.28.12 by DEBRA J. JOHNSON.




NOTARY PUBLIC - STATE OF FLORIDA


M.S.J.


D.J.J.

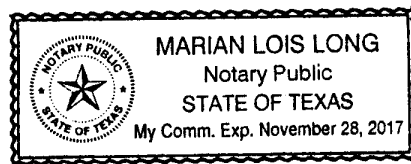
ACKNOWLEDGMENT

STATE OF TEXAS


COUNTY OF HARRIS

This instrument was acknowledged before me on 11/6/2014 by REGINA MONTES the AUTHORIZED AGENT of STONECREST INCOME AND OPPORTUNITY FUND-I, LLC, ITS SUCCESSORS AND ASSIGNS, a California limited liability company on behalf of said limited liability company.

Marian Lois Long
Notary Public in and for the State of Texas
Notary's Printed Name: MARIAN LOIS LONG
My Commission Expires: 11/28/2017



For \$36,272.53 dated 4/11/2011

JOHNSON DEBRA 
10432 GAILWOOD CIR E
JACKSONVILLE, FL 32218

Primary Site Address
10432 E GAILWOOD CIR
Jacksonville FL 32218

Official Record Book/Page
16126-01690

Title #
6311

Taxable Values and Exemptions – In Progress

If there are no exemptions applicable to a taxing authority, the Taxable Value is the same as the Assessed Value listed above in the Value Summary box.

County/Municipal Taxable Value
No applicable exemptions

SJRWMD/FIND Taxable Value
No applicable exemptions

School Taxable Value
No applicable exemptions

Sales History

Book/Page	Sale Date	Sale Price	Deed Instrument Type Code	Qualified/Unqualified	Vacant/Improved
16126-01690	10/30/2012	\$100.00	MS - Miscellaneous	Unqualified	Improved
16723-00773	3/18/2014	\$37,000.00	QC - Quit Claim	Unqualified	Improved
15549-01986	1/20/2011	\$9,000.00	QC - Quit Claim	Unqualified	Improved
15281-02105	6/1/2010	\$95,300.00	WD - Warranty Deed	Unqualified	Improved
10045-01583	6/8/2001	\$60,000.00	WD - Warranty Deed	Unqualified	Improved
09904-01200	2/21/2001	\$100.00	CT - Certificate of Title	Unqualified	Improved
09409-00541	9/1/1999	\$29,000.00	WD - Warranty Deed	Unqualified	Improved
07679-02203	9/29/1993	\$27,500.00	WD - Warranty Deed	Qualified	Improved
07655-00051	8/11/1993	\$100.00	QC - Quit Claim	Unqualified	Improved
05421-01113	9/24/1981	\$11,000.00	WD - Warranty Deed	Unqualified	Improved

Extra Features

No data found for this section

Land & Legal

Land

LN	Code	Use Description	Zoning	Front	Depth	Category	Land Units	Land Type	Land Value
1	0100	RES LD 3-7 UNITS PER AC	RLD-60	70.00	120.00	Common	1.00	Lot	\$8,000.00

Legal

LN	Legal Description
1	24-23 11-1S-26E .193
2	HIGHLANDS UNIT NO 5
3	LOT 71

Buildings

Building 1

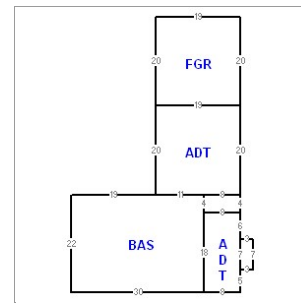
Building 1 Site Address
10432 E GAILWOOD CIR
Jacksonville FL 32218

Building Type	0101 - SFR 1 STORY
Year Built	1953
Building Value	\$33,506.00

Type	Gross Area	Heated Area	Effective Area
Base Area	660	660	660
Addition	144	144	130
Finished Open Porch	21	0	6
Addition	380	380	342
Finished Garage	380	0	190
Finished Storage	32	0	16
Total	1617	1184	1344

Element	Code	Detail
Exterior Wall	15	15 Concrete Blk
Exterior Wall	6	6 Vertical Sheet
Roof Struct	2	2 Shed
Roofing Cover	2	2 Rolled Comp
Interior Wall	1	1 Masonry Min
Interior Wall	5	5 Drywall
Int Flooring	14	14 Carpet
Int Flooring	8	8 Sheet Vinyl
Heating Fuel	4	4 Electric
Heating Type	4	4 Forced-Ducted
Air Cond	3	3 Central

Element	Code	
Stories	1.000	
Bedrooms	2.000	
Baths	2.000	
Rooms / Units	1.000	



2014 Notice of Proposed Property Taxes Notice (TRIM Notice)

Taxing District	Assessed Value	Exemptions	Taxable Value	Last Year	Proposed	Rolled-back
Gen Govt Ex B & B	\$37,606.00	\$0.00	\$37,606.00	\$391.18	\$430.28	\$419.37
Public Schools: By State Law	\$37,606.00	\$0.00	\$42,227.00	\$175.73	\$213.54	\$209.67
By Local Board	\$37,606.00	\$0.00	\$42,227.00	\$76.85	\$94.93	\$91.70
FL Inland Navigation Dist.	\$37,606.00	\$0.00	\$37,606.00	\$1.18	\$1.30	\$1.21
Water Mgmt Dist. SJRWMD	\$37,606.00	\$0.00	\$37,606.00	\$11.22	\$11.90	\$11.90

Gen Gov Voted	\$37,606.00	\$0.00	\$37,606.00	\$0.00	\$0.00	\$0.00
School Board Voted	\$37,606.00	\$0.00	\$42,227.00	\$0.00	\$0.00	\$0.00
			Totals	\$656.16	\$751.95	\$733.85
	Just Value	Assessed Value	Exemptions	Taxable Value		
Last Year	\$34,188.00	\$34,188.00	\$0.00	\$34,188.00		
Current Year	\$42,227.00	\$37,606.00	\$0.00	\$37,606.00		

2014 TRIM Property Record Card (PRC)

This PRC reflects property details and values at the time of the original mailing of the Notices of Proposed Property Taxes (TRIM Notices) in August.

Property Record Card (PRC)

The PRC accessed below reflects property details and values at the time of Tax Roll Certification in October of the year listed.

2014

- To obtain a historic Property Record Card (PRC) from the Property Appraiser's Office, submit your request here: 

More Information

[Contact Us](#) | [Parcel Tax Record](#) | [GIS Map](#) | [Map this property on Google Maps](#) | [City Fees Record](#)



Login is for County Staff Only

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[Account Detail](#)
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Welcome

Property Tax Search

Tangible Tax Search

Local Business Tax Search

Collection Cart

Tax Collector Home

Account Detail

[Search Results](#)

The information contained herein does not constitute a title search and should not be relied on as such. There may be additional balances that do NOT display on this website: unpaid liens, installment accounts, or deleted accounts.

To better serve property owners, homestead and other exemption-related liens filed by the Property Appraiser's Office have been added to the Tax Collector's software. These exemption-related liens are now viewable and payable online. These lien types may be researched at the Clerk of Court's website www.duvalclerk.com.

Property Tax Account Details

Account	Property Type	Last Update
042742-0000	REAL ESTATE	7/17/2015 10:11:17 PM
Mailing Address: JOHNSON MARK JOHNSON DEBRA 10432 GAILWOOD CIR E JACKSONVILLE, FL 32218		SITUS: 10432 E GAILWOOD CIR 32218
Millage Code GS		Escrow Code
Legal Description		
24-23 11-1S-26E HIGHLANDS UNIT NO 5 LOT 71		

Pay Current Taxes

No Current Taxes.

Pay Delinquent Taxes

No delinquent payment due for this account.

Cart: **\$0.00**

Nuisance and Demolition Liens

Nuisance and Demolition Liens are NOT included in the Property Tax bill. These liens must be paid separately. Please call (904) 255-7000 for information regarding these specific lien types.

No Nuisance or Demolition Liens Found

Property Tax Bills

Tax Year	Folio	Owner Name	Amount Due
2014	1084745.0000	JOHNSON MARK	\$0.00
2013	1084367.0000	STONECREST INCOME ET AL	\$0.00
2012	1084358.0000	STONECREST INCOME ET AL	\$0.00
2011	1084209.0000	STONECREST INCOME ET AL	\$0.00
2010	1083927.0000	AMERICAN GENERAL HOME EQUITY	\$0.00
2009	1085071.0000	VERNON JANIE L	\$0.00
2008	1083423.0000	VERNON JANIE L	\$0.00
Total			\$0.00

Tax Year	Folio	Owner Name	Amount Due
2007 <small>▾</small>	1087840.0000	VERNON JANIE L	\$0.00
2006 <small>▾</small>	1083948.0000	VERNON JANIE L	\$0.00
2005 <small>▾</small>	1074783.0000	VERNON JANIE L	\$0.00
2004 <small>▾</small>	1072521.0000	VERNON JANIE L	\$0.00
2000 <small>▾</small>	1072521.0000	C J DOYLE	\$0.00
1999 <small>▾</small>	1072521.0000	HICKS EVA J	\$0.00
Total			\$0.00

Unpaid Tax Certificates

No Records Found