Inst: 202640004612 Date: 10/20/2026 Time: 7:58AM
Page 1 of 8 B: 1666 P: 102, WM D. Washington, Clerk of Court
Madison, County, By: AP
Deputy Clerk

IN THE CIRCUIT COURT, THIRD JUDICIAL CIRCUIT, IN AND FOR MADISON COUNTY, FLORIDA.

CASE NO. 2026-CA-81

PONCE D. FRANKLIN,

Plaintiff,

vs.

SUNSHINE REALTY INVESTMENTS & HOLDINGS, LLC, a Florida limited liability company; et al.

Defendants.

DEFAULT FINAL JUDGMENT OF FORECLOSURE

THIS CASE is before the Court on the Plaintiff's Motion for Default Final Judgment of Foreclosure. Having considered the pleadings filed in this case, the affidavits in support of the Plaintiff's Motion for Default Final Judgment of Foreclosure, and being otherwise fully advised in the premises, it is upon due consideration that the Court

FINDS, ORDERS and ADJUDGES as follows:

1. This Court has jurisdiction of this civil action and all of the parties hereto. This cause is at issue and ready for final judgment.

2. Due and legal service of process has been made on the Defendant, SUNSHINE REALTY INVESTMENTS & HOLDINGS, LLC, a Florida limited liability company ("SUNSHINE") in this action and the Defendant has suffered the entry of a valid default by the Clerk of Court. The Default entered by the Clerk of the Court against the Defendant is hereby ratified and confirmed.

3. The Mortgage sued on in this cause constitutes a valid lien on the following vacant real property, situate, lying and being in Madison County, Florida (the "Mortgaged Property") to wit:

> Commence at the Northwest corner of the Southwest Quarter of the Northeast Quarter of Section 28, Township 1 North, Range 9 East, and run South 00°29' West, 730.00 feet; thence run North 63°56' East, 398.21 feet; thence South 73°47' East, 134.09 feet to the POINT OF BEGINNING; from said POINT OF BEGINNING, continue South 73°47' East, 154.94 feet; thence South 73°41' East, 237.20 feet; thence South 72°49' East, 105.43 feet; thence South 80°44' East, 80.30 feet; thence North 86°19'47" East, 23.99 feet to the Northerly right of way of State Road No. C 360-A; thence along said right of way on a curve concave to the North with a chord of South 65°40'12" West, 194.29 feet to the point of tangent; thence South 72°50'18" West, 162.71 feet; thence leaving said right of way, run North 27°44'01" West, 133.19 feet; thence South 72°50'18" West, 85.00 feet; thence South 72°49'43" West, 85.00 feet; thence South 69°34'12" West, 27.00 feet; thence North 00°29' East, 222.23 feet to the POINT OF BEGINNING, containing 1.74 acres, more or less.
>
> SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
>
> Being the same legal description as in Warranty Deed recorded November 10, 1984, in Official Records Book 154, Page 423.

4. The effect of the Default is to establish the conclusive effect of the well-pled allegations. Hooters of America, Inc., v. Carolina Wings, Inc., 665 So.2d 1231, 1233 (Fla 1st DCA 1999)("An elementary principle of law provides that a party against whom a default has been property entered admits the truth of the well-pleaded allegations of the complaint as to liability.")

5. The Defendant, SUNSHINE, defaulted under the Note and Mortgage (collectively the "loan documents") by failing to make the required monthly payments according to the schedules set forth in said instruments.

6. The Defendant, SUNSHINE, as the obligor pursuant to the above described instruments, is in default and breach of the same. The Plaintiff is entitled to the entry of a Default Final Judgment of Foreclosure and the equities in this action are with the Plaintiff.

7. The original Note has been filed with the Court.

8. The Court finds that the loan documents sued upon provide for an award of reasonable attorney's fees in the event of a default.

9. Pursuant to the Affidavit of Plaintiff's Counsel of Attorney's Time attached to the Plaintiff's Motion for Default Final Judgment, Plaintiff's counsel estimates that she will have expended fourteen (18) hours of time prosecuting this foreclosure action. Plaintiff's counsel typically bills her time at the rate of $300.00 per hour. However, in this case the Plaintiff's counsel and the Plaintiff have agreed that the Plaintiff's counsel's fee is the flat fee of $3,500.00 for Plaintiff's counsel's representation.

10. In accordance with the principles of law pertaining to the calculation of a reasonable attorney's fee as set forth in the case, Florida Patient's Compensation Fund v. Rowe, 472 So.2d 1145 (Fla. 1985), Teat v. City of Apalachicola, 880 So.2d 819, 810 (Fla. 1st DCA 2004), as well as the eight factors enumerated in Rule 4-1.5(B), Florida Rules of Professional Conduct and other statutory and legal authority, and the Affidavit as to Reasonable Attorney's Fees by Dana E. Hill, the Court finds that $3,500.00 is a reasonable flat fee for Plaintiff's counsel's representation of the Plaintiff through the conclusion of this matter and the Court awards $3,500.00 in attorney's fees to the Plaintiffs.

11. The Court further finds that there are no reduction or enhancement factors for consideration by the Court pursuant to Florida Patient's Compensation Fund v. Rowe, 472 So.2d 1145 (Fla. 1985).

12. The Plaintiff, PONCE D. FRANKLIN, whose address is Post Office Box 246, Madison, Florida 32341, is due the following sums:

Principal	$	16,081.07
Interest from default on 8-1-25 to 6-23-26	$	629.14

Interest from 6-23-26 to the date of this Judgment	$	186.56
Late Fees	$	295.54
Filing fee, Signing and Sealing Summonses, and Recording Fee for Notice of Lis Pendens	$	440.00
Attorney's Fees	$	3,500.00
Service of Process Fees	$	40.00
Publication of Notice of Foreclosure Sale (est.)	$	200.00
Clerk's Sale Fee	$	70.00
TOTAL DUE	**$**	**21,442.31**

plus interest at the rate of 8.06% per annum from the date of this Judgment until paid, and any further sums in connection herewith.

13. The Plaintiff holds a lien to secure the payment of the total sum in and to the property described above. This lien is prior, paramount, and superior to all rights, claims, liens, interest, encumbrances, estates and equities of the Defendant and other unknown parties in possession, including the unknown spouse of any person in possession of the property, and if a named Defendant is deceased, the surviving spouse, heirs, devisees, grantees, creditors, and all other parties claiming by, through, under or against that Defendant, and all claimants, persons or parties, natural or corporate, or whose exact legal status is unknown, claiming under any of the named or described Defendants, and the property will be sold free and clear of all claims of the Defendants.

14. If the total sum with interest at the rate described in paragraph 12 and all costs accrued subsequent to this judgment are not paid, the clerk of this court shall sell the property at public sale on the 8th day of December, 2026, at 11:00 o'clock A.M., or as soon thereafter as the sale may proceed, to the highest bidder for cash, except as prescribed in paragraph 18, at the front door of the Madison County Courthouse, located 125 SW Range Avenue, Madison, Florida 32340-2495,

or at some other location in the Madison County Courthouse as the Clerk of the Court may designate at the time of the sale in accordance with § 45.031, Florida Statues.

15. Any and all bidders, parties or other interested persons shall contact the information desk prior to the scheduled foreclosure sale who will advise of the exact location in the Madison County Courthouse or if the sale is to take place by electronic sale, of the exact electronic address, where the foreclosure sale will take place.

16. The Plaintiff shall advance all subsequent costs of this action, including the cost of publishing the Notice of Sale together with the Clerk's fee of $70.00 for making the sale, and shall be reimbursed for them by the Clerk of the Court if the Plaintiff is not the purchaser of the property for sale. If the Plaintiff is the purchaser, the Clerk shall credit the Plaintiff's bid with the total sum with interest and cost accruing subsequent to this judgment, or such part of it, as is necessary to pay the bid in full. If the property is purchased by an entity other than the Plaintiff, then that purchaser shall pay, in addition to the amount of said purchaser's bid, the documentary stamps, if any, on the Certificate of Title and the court registry fee, if applicable.

17. The Plaintiff is authorized, if he desires and in his sole discretion, to assign this judgment to any other entity for purposes of issuance of the Certificate of Sale and/or Certificate of Title to and in the name of such entity without the necessity of further Order from this Court. Any such entity shall be entitled to credit its bid with the total sum with interest and cost accruing subsequent to this judgment, or such part of it as is necessary to pay the bid in full.

18. On filing the Certificate of Title, the Clerk of the Court shall distribute the proceeds of the sale and other money collected by the Clerk in connection with the sale, as far as they are sufficient, by paying: first, the fees charged and assessed by the Clerk of the Court for making a deposit into the registry of the Court, if applicable; second, fees and costs charged by the Clerk of

the Court for documentary stamps and recordation of the Certificate of Title; third, ad valorem taxes and assessments together with any interest and administrative costs charged by the Tax Collector as well as any tax assessments or tax certificates that may have been assessed or issued subsequent to the Plaintiff's foreclosure title search; fourth, all of the Plaintiff's costs and attorney's fees; fifth, any costs incurred or advanced by the Plaintiff subsequent to the entry of this Judgment but prior to the issuance of the Certificate of Title or actual disbursement of the sales proceeds; sixth, the total amount of principal and accrued interest to the date of issuance of the Certificate of Title or actual disbursement of the sales proceeds, whichever is applicable; and seventh, by retaining any amount remaining pending the further order of this Court.

19. On filing the Certificate of Sale, the Defendants and all persons claiming by, through, under or against the Defendant since the filing of the Notice of Lis Pendens shall be foreclosed of and from all right, title, interest, claim or estate of whatever nature in or to the property herein described, and on the filing of the Certificate of Title, the purchaser at the sale, the purchaser's representative or assigns, shall be let into possession of the said property, and the Defendants/Mortgagors are hereby ordered to deliver up possession of said property to the purchaser. The United State of America shall not be bound by the sixty day time period imposed by Section 445.032, Florida Statutes, upon motions for distributions of surplus proceeds.

20. In the event that any party or person other than the UNITED STATES OF AMERICA elects to exercise any right of redemption with respect to the property foreclosed on herein, said party or person is required to redeem the property for the amount specified in paragraph 12 hereof and may not redeem the property for the amount bid at the foreclosure sale should the Plaintiff be the successful bidder. In the event that the UNITED STATES OF AMERICA through its agency, INTERNAL REVENUE SERVICE, is a party defendant in this action, it shall have a right of

redemption to the subject property for a period of one hundred twenty (120) days from the date of the Judicial Sale pursuant to 28 U.S.C. § 2410(c). In the event that the Plaintiff is the purchaser of the property at the foreclosure sale, the amount necessary for the UNITED STATES OF AMERICA to exercise its right of redemption shall be the total amount of the unpaid obligation then owed to the Plaintiffs as provided for by 28 U.S. C. § 2410(d)(1).

21. Jurisdiction of this action is retained to enter further orders that are proper including, without limitation, a deficiency judgment, and to allow foreclosure of any junior interests omitted from this foreclosure action.

22. The following Notice is provided pursuant to Section 45.031 of the Florida Statutes, to-wit:

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

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

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

IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN. ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION. IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT THREE RIVERS LEGAL SERVICES, IN LAKE CITY, FLORIDA TO SEE IF YOU

QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST OTHER OPTIONS. IF YOU CHOOSE TO CONTACT THREE RIVERS LEGAL SERVICES, INC. FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

DONE AND ORDERED in Chambers at Madison, Madison County, Florida on this 19th day of October, 2026.

E. Bailey Browning, III
Acting Circuit Judge

Copies furnished:

Rose Decker Chauncey
rdc@chaunceylaw.com

For further distribution to:

SUNSHINE REALTY INVESTMENTS & HOLDINGS, LLC
Jose Armstrong, as the Registered Agent
1401 Maplewood Drive
Greenacres, Florida 33415