

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

IN RE:

ROBERT KENNETH DAIGLE, SR.,

Case No.: 3:13-bk-05166-JAF
Chapter 7

Debtor(s).

ROBERT KENNETH DAIGLE, SR.,

Plaintiff(s),

Adversary No.: 3:13-ap-523-JAF

vs.

COMMUNITY FIRST CREDIT UNION
OF FLORIDA,

Defendant(s).

FINAL JUDGMENT

This proceeding came before the Court on Plaintiff's Complaint to Avoid Mortgage Lien and for Declaratory Judgment. The real property that is subject of the Complaint is located in Duval County Florida at 8 Norberta Way, Jacksonville Beach, Florida 32250, and more particularly described in the legal description of the subject mortgage as:

LOT 19, BLOCK 1, HANNAH TERRACE REPLAT, ACCORDING TO
THE PLAT THEREOF, RECORDED IN FLAT BOOK 30, PAGE 66 OF
THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY,
FLORIDA

(the "Property").

Upon the evidence and representations before it, and upon the Stipulation to Judgment executed between the parties and filed with the court on January 28, 2014 [AP Docket No.: 11] it is:

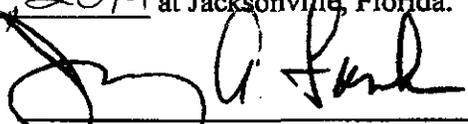
RECORDED IN THE US BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF FLORIDA,
JACKSONVILLE DIVISION
J.B. VOL. 54, NO. 7881

ADJUDGED:

1. The balance of Defendant's mortgage on the Property recorded on October 10, 2006 at Book 13572, Page 299, Doc. 2006353910, public records of Duval County, Florida (the "Second Mortgage") shall be reduced to \$12,000.00 (the "Reduced Second Mortgage") which, for the purposes of this stipulation, shall be the Property's value.
2. Defendant agrees that the Reduced Second Mortgage shall be considered performing provided that one hundred and twenty (120) equal monthly payments of \$100.00 per month are being timely made (the "Payments").
3. Upon timely completion of the Payments, Defendant shall issue a satisfaction of the Reduced Second Mortgage and record the same in the public records of Duval, County Florida.
4. Defendant agrees to subordinate its Reduced Second Mortgage to any modification or refinance of any existing mortgage or lien on the Property.
5. Plaintiff is not personally liable for the balance of the Reduced Mortgage, and nothing in this stipulation shall operate as a reaffirmation of Plaintiff's personal liability to Defendant under any note associated with the Second Mortgage or Reduced Second Mortgage which was discharged on December 3, 2013 in Plaintiff's Chapter 7 proceeding [Main Docket No.: 18].
6. In the event the Debtor's Chapter 7 Case is dismissed or his discharge is revoked, Defendant's lien and security interest shall not be affected by this Court's judgment in accordance with 11 U.S.C. §349(b)(1)(C) or §348(f)(1)(B), as applicable.

7. Each party shall bear their own attorney's fees and costs in this adversary proceeding.

DATED this 30 day of January, 2014 at Jacksonville, Florida.



JERRY A. FUNK

United States Bankruptcy Judge

Copies to:

Community First Credit Union of Florida, Attn: Lisa Hollis, PO Box 2600, Jacksonville, FL 32232

Hiday & Ricke, P.A., Attn: Jeff Becker, PO Box: 550858, Jacksonville, FL 32255

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Gregory K. Crews, 8584 Arlington Expressway, Jacksonville, FL 32211