

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

IN RE:

KENNETH F. THOMAS

Debtor

CASE NO.: 3:11-bk-05920-JAF

KENNETH F. THOMAS

Plaintiff (s)

Adv. No. 3:11-ap-00765-JAF

v.

ANCIENT CITY MORTGAGE, INC.

Defendant

DEFAULT JUDGMENT

This Judgment is entered after entry of Default dated November 10, 2011 and Order Granting Motion for Judgment by Default against the Defendant, ANCIENT CITY MORTGAGE, it is

ORDERED AND ADJUDGED

1. Judgment is entered in favor of the Plaintiff, KENNETH F. THOMAS, and against the Defendant, ANCIENT CITY MORTGAGE.
2. The replacement value of the interest or claim of the Defendant in the Plaintiff's property is \$0.00.
3. Defendant's lien on the Plaintiff's property located at 2019 Lakeshore Blvd., Jacksonville, FL, with the legal description of

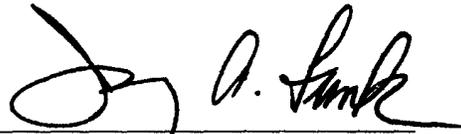
"See Attached Exhibit A"

as recorded at OR Book 14317 Page 1428 of the Public Records of Duval County, FL

is wholly unsecured under the provisions of 11 U.S.C. § 506.

4. The lien on the real property shall be avoided at such time as the Chapter 13 case is completed and a discharge has been entered pursuant to 11 U.S.C. § 1328. To the extent that this case is converted to one under Chapter 7 or the Chapter 13 is dismissed, then the lien of the creditor shall be restored to secured status.
5. To the extent that the Defendant has filed a Proof of Claim in the main bankruptcy case, then such claim may be amended to claim an unsecured claim.

DATED this 10th day of November, 2011 in Jacksonville, Florida.



JERRY A. FUNK
United States Bankruptcy Judge

copies furnished to:

Bryan K. Mickler

Ancient City Mortgage, Inc., c/o John Wood, President, 1 Avista Circle, Saint Augustine, Florida
32080

RECORDED IN THE US BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF FLORIDA,
JACKSONVILLE DIVISION
J.B. VOL. 54 . NO. 7433

Record & Return to:



Prepared by
In & Return: **Matthew Paul Masters, Sr.**
Land Title of America Group
3700 U. S. 1 South
St. Augustine, Florida 32086
File No.: L34141A

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MORTGAGE DEED

THIS MORTGAGE DEED Executed this 11th day of December, 2007 by **KENNETH FRANKLIN THOMAS,**** whose post-office address is 2019 Lake Shore Boulevard, St. Augustine, Florida 32210, hereinafter called the mortgagor, to **ANCIENT CITY MORTGAGE, INC., a Florida corporation**, hereinafter called the mortgagee, whose post-office address is 1100-4 Ponce De Leon Boulevard, St. Augustine, Florida 32084 .

****a single man,**

[Wherever used herein the terms "mortgagor" and "mortgagee" include all the parties to this instrument and their heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note" includes all the notes herein described if more than one.]

W I T N E S S E T H, that for good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the mortgagor hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the mortgagee all that certain land of which the mortgagor is now seized and in possession situate in Saint Johns, Florida, to wit:

Lots 8, 9 and 10, in Block 74, of CEDAR SPRINGS, according to the Plat thereof, as recorded in Plat Book 4, at Page 22, of the Public Records of Duval County, Florida.

TO HAVE AND TO HOLD the same, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the mortgagee, in fee simple.

AND the mortgagor covenants with the mortgagee that the mortgagor is indefeasibly seized of said land in fee simple; that the mortgagor has good right and lawful authority to convey said land as aforesaid; that the mortgagor will make such further assurances to perfect the fee simple title to said land in the mortgagee as may reasonable be required; that the mortgagor 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 and clear of all encumbrances except the general lien of taxes for the 2008 and thereafter but that such taxes shall be paid by the mortgagor.

PROVIDED ALWAYS, that is said mortgagor shall pay unto said mortgagee the certain promissory note hereinafter substantially copies or identified, to wit: