

IN THE COUNTY COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY FLORIDA

FUNICK, LLC, a Florida limited liability company,

Plaintiff,

v.

Case No. 25-CC-

FUBAR ASSETS, LLC, as Trustee of the
4319 Balington Drive Land Trust,

Defendant.

COMPLAINT

Plaintiff, FUNICK, LLC, a Florida limited liability company (“Plaintiff”), by and through its undersigned counsel, sues Defendant, FUBAR ASSETS, LLC, as Trustee of the 4319 Balington Drive Land Trust (“Defendant”), and would show:

1. This is an action to foreclose a mortgage on the following real property in Hillsborough County, Florida:

Lot 10, Block 5, Buckhorn Preserve-Phase I, according to the Plat thereof, as recorded in Plat Book 91, Page(s) 44, of the Public Records of Hillsborough County, Florida.
4319 Balington Drive, Valrico Florida 33594

Jurisdiction and venue are appropriate pursuant to Chapter 47 of the Florida Statutes.

2. On or about October 7, 2023, Defendant executed and delivered a Promissory Note and Credit Agreement (“the Note”) in the amount of \$21,250.00. A copy of the Note is attached hereto.

3. The Note was secured by a Mortgage (“the Mortgage”), executed and delivered by Defendant and recorded in the Hillsborough County Official Records at Instrument 2024221935. A copy of the Mortgage is attached hereto.

4. Defendant is the owner of the Property. However, its ownership interest is subordinate and inferior to the Mortgage.

5. Defendant failed to pay the Note when due and is therefore in default.

6. Plaintiff is the owner and holder of the Note and Mortgage and is entitled to enforce same pursuant to Florida Statute § 673.3011 and Fla.R.Civ.P. 1.120(a).

7. All conditions precedent have been met, waived, or otherwise satisfied.

8. Defendant owes Plaintiff the principal amount of \$21,250.00 plus outstanding and accrued interest, attorney's fees, and costs.

WHEREFORE Plaintiff prays that this Court: (1) enter an Order requiring Defendant to pay all sums due under the Note and Mortgage and, if such sums are not paid, that the Property be sold at a judicial sale to satisfy the sums due; (2) decree that the lien of Plaintiff is superior to the ownership interest of Defendant; and (3) forever bar and foreclose the right, title, and interest of Defendant in the Property.

s/ Vestalia Aylsworth
Vestalia Aylsworth
Law Office of Vestalia Aylsworth
12307 SW 143rd Ln
Miami, FL 33186-6026
Telephone: (305) 282-6020
va@aylsworthllp.com
Florida Bar No. 111007
Counsel for Plaintiff

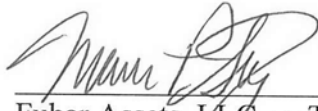
Under penalty of perjury I declare that I have read the foregoing and the facts set forth herein are true and correct to the best of my knowledge and belief.

/s/ Vestalia Aylsworth
Vestalia Aylsworth, Registered Agent and
authorized signer for FUNICK, LLC

**PROMISSORY NOTE
AND CREDIT AGREEMENT**

The undersigned, effective this 7th day of October, 2023, hereby agrees to pay Funick, LLC, the total amount due of the \$21,250 that the undersigned receives pursuant to the instant Note and the Mortgage executed contemporaneously herewith. Payment shall be due upon demand.

This Note shall be secured by a Mortgage in this same amount, secured by the property located at 4319 Balington Drive, Valrico, Florida 33594. The Mortgage shall be executed with this Note and shall be recorded upon a default in payment.



Fubar Assets, LLC, as Trustee of the
4319 Balington Drive Land Trust

By: MARK P STOPA (Print Name)

Prepared by and return to
Funick, LLC
12307 SW 143rd Ln
Miami, FL 33186

MORTGAGE

This MORTGAGE made as of the 7th day of October, 2023, between Fubar Assets, LLC, as Trustee of the 4319 Balington Drive Land Trust, hereafter referred to as Mortgagor, and Funick, LLC, hereafter referred to as Mortgagee.

That for valuable consideration and for the purpose of securing payment by Mortgagor of the obligations evidenced by or described in that certain Promissory Note and Credit Agreement of even date herewith, in the original principal amount of \$21,250.00, and any extensions(s) or renewal(s) thereof, Mortgagor does hereby grant, bargain, sell, remise, mortgage, release, convey and confirm unto Mortgagee, in fee simple, the land located at 4319 Balington Drive, Valrico, Florida 33594 and legally described as:

Lot 10, Block 5, Buckhorn Preserve-Phase I, according to the Plat thereof, as recorded in Plat Book 91, Page(s) 44, of the Public Records of Hillsborough County, Florida.

This Property is not the homestead of the Mortgagor.

TO HAVE AND TO HOLD the Property, provided that if Mortgagor shall well, truly and completely pay the indebtedness described above and perform the other agreements and obligations of said Note and this Mortgage, then this Mortgage shall be and become null and void, and the estate created hereby shall cease.

MORTGAGOR DOES HEREBY COVENANT AND AGREE THAT:

Mortgagor has title to the Property in fee simple and full right and authority to make this Mortgage.

Mortgagor shall pay the indebtedness in accordance with the terms of the Note entered contemporaneously with this Mortgage and shall perform, comply with and abide by each and every one of the stipulations, agreements, conditions and covenants contained and set forth in the Note and any extensions or renewals thereof.

Mortgagor shall ensure all property taxes on the Property are paid.

Mortgagor shall maintain the Property remains in habitable condition, protecting it from waste or damage.

The Property is not the homestead of Mortgagor and shall not be used as a homestead.

Upon a default of this Mortgage or the Note entered contemporaneously herewith, Mortgagee may proceed to foreclose this Mortgage as permitted by the laws of the State of Florida or seek other remedies as permitted by law. In this event, no pre-suit notice need be given to Mortgagor. In any such action, the prevailing party shall be entitled to recoup reasonable attorney's fees and costs.

This Mortgage shall have a maturity date of October 7, 2024.

Nothing herein contained or any transaction related hereto shall be construed or shall so operate, either presently or prospectively, (i) to require Mortgagor to pay interest at a rate greater than in lawful in such case to contract for, but shall require a payment of interest only to the extent of such lawful rate, or (ii) to require Mortgagor to make any payment or do any act contrary to law. Should any such interest in excess of the lawful rate be paid at this time or at any time in the future, then, in such event, the terms and provisions of this Mortgage, or refunded to Mortgagor if the same shall exceed the then balance of Principal due Mortgagee.

IN WITNESS WHEREOF, this Mortgage has been executed as of the date first set forth above.

Witnesses:

Renee Marie Zeoli
Signature
Print Name: Renee Zeoli
Print Address: 1100 Tarpon Woods Blvd
Palm Harbor, FL 34685
Neich Stenlund
Signature
Print Name: Neich Stenlund
Print Address: 1100 Pine Ridge Circle
Tarpon Springs, FL 34688

Mortgagor
Fubar Assets, LLC, as Trustee of the
4319 Balington Drive Land Trust

Mark P. Stopa
Signature
Print Name: MARK P STOPA

STATE OF FLORIDA
COUNTY OF PINELLAS

Before me, the undersigned authority, on this 7th day of October, 2023, personally appeared Mark P. Stopa, who is personally known to me and who executed this Mortgage in my presence.

Renee Marie Zeoli
Notary Public

