

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

**WILMINGTON SAVINGS FUND SOCIETY,
FSB, AS TRUSTEE OF STANWICH
MORTGAGE LOAN TRUST F,**

Plaintiff,

Case No:

vs.

**FUBAR ASSETS, LLC, AS TRUSTEE OF THE
4319 BALLINGTON DRIVE LAND TRUST;
RANDY ERVIN A/K/A RANDY J. ERVIN;
ANDREA D. ERVIN; BUCKHORN PRESERVE
HOMEOWNERS ASSOCIATION, INC.;
FUNICK, LLC; UNKNOWN TENANT #1;
UNKNOWN TENANT #2,**

Defendants.

VERIFIED MORTGAGE FORECLOSURE COMPLAINT

Plaintiff, **WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF STANWICH MORTGAGE LOAN TRUST F**, sues Defendants **FUBAR ASSETS, LLC, AS TRUSTEE OF THE 4319 BALLINGTON DRIVE LAND TRUST; RANDY ERVIN A/K/A RANDY J. ERVIN; ANDREA D. ERVIN; BUCKHORN PRESERVE HOMEOWNERS ASSOCIATION, INC.; FUNICK, LLC; UNKNOWN TENANT #1; UNKNOWN TENANT #2**, and any unknown heirs, devisees, grantees, creditors, and other unknown persons or unknown spouses claiming by, through and under any of the above named Defendants, and alleges:

**COUNT I
MORTGAGE FORECLOSURE**

1. This is an action to foreclose a Mortgage on real property located in Hillsborough County, Florida and therefore the Circuit Court of the THIRTEENTH Judicial Circuit in and for Hillsborough County, Florida has jurisdiction.

2. On or about April 4, 2007, Defendant **RANDY ERVIN** executed and delivered a promissory note (“the Note”) and Defendants **RANDY ERVIN** and **ANDREA D. ERVIN** delivered a mortgage (“the Mortgage”) securing payment of the same to JPMorgan Chase Bank, N.A. The Mortgage was recorded on April 11, 2007, in the Official Records Book 17652, at Page 1897 of the public records of Hillsborough County, Florida, and mortgaged the property identified in the Mortgage, then owned by and in possession of the Mortgagor. Copies of the Note and Mortgage are attached hereto as **Exhibits “A” and “B”**.

3. As of the date of the execution of this complaint the Plaintiff, **WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF STANWICH MORTGAGE LOAN TRUST F** is the holder of the original Note secured by the Mortgage.

4. The Plaintiff has provided authority to Carrington Mortgage Services, LLC to service this loan and sign on its behalf with regards to this foreclosure action.

5. There is a default under the terms of the Note and Mortgage for failure by the original mortgagors, the current property owner, or anyone on behalf of those liable on the Note and Mortgage to make the payment due on March 1, 2010 and all subsequent payments.

6. Plaintiff declares the full amount payable under the Note and Mortgage to be due, together with any unpaid interest accruing as a result of default, late charges, advancements, and all costs of collection including, but not limited to, title search expense for ascertaining necessary parties to this action and reasonable attorney's fees. The principal balance due on the Note and Mortgage, as of the date of filing this Verified Complaint is \$376,676.16.

7. All conditions precedent to the acceleration of the Note and to the foreclosure of this Mortgage have been met, complied with, and fulfilled prior to filing the present foreclosure action.

8. As a result of the default under the Note and Mortgage, it has become necessary for the Plaintiff to employ the undersigned law firm to prosecute this action, and Plaintiff has agreed to pay such law firm a reasonable fee for their services. Under the terms and provisions of the Note and Mortgage, Plaintiff is entitled to recover its reasonable attorney's fees in bringing this action.

9. The Purchase Money Mortgage of the Plaintiff is a lien superior in dignity to the right, title, claim of lien or interest of all the Defendants, known or unknown, in this case, or otherwise.

10. Defendant **FUBAR ASSETS, LLC, AS TRUSTEE OF THE 4319 BALLINGTON DRIVE LAND TRUST** is the record owner of the property sought to be foreclosed by the Plaintiff, and holds title to the property subject to the Mortgage described herein and by virtue of that certain deed recorded in Official Records Instrument #2021013864 of the public records of Hillsborough County, Florida.

11. Defendants **RANDY ERVIN A/K/A RANDY J. ERVIN** and **ANDREA D. ERVIN** are joined by virtue of any right, title, or interest said Defendants may claim by virtue execution of the Note and Mortgage being foreclosed herein; any Homestead interest, right of redemption or possessory interest in the subject property. Said interest is subject, subordinate, and inferior to the lien of the Mortgage held by Plaintiff.

12. Defendant **BUCKHORN PRESERVE HOMEOWNERS ASSOCIATION, INC.** may claim some interest in or lien upon the subject property by virtue of any unpaid dues or assessments, as may be recorded in the Official Records of Hillsborough County, Florida.

Defendant may also be joined by virtue of any right, title, or interest said Defendant may claim by virtue of a certain lien recorded in Official Records Book 26810, Page 146 of the public records of Hillsborough County, Florida. Said interest, if any, is subject and inferior to the lien of Plaintiff's mortgage.

13. Defendant **FUNICK, LLC** is joined by virtue of any right, title, or interest said Defendant may claim by virtue of a certain mortgage recorded in Official Record Instrument #2024221935 of the public records of Hillsborough County, Florida. Said interest is subject, subordinate, and inferior to the lien of the Mortgage held by Plaintiff.

14. Defendants **UNKNOWN TENANT #1** and **UNKNOWN TENANT #2** are joined by virtue of any right, title, or interest said Defendants may claim as tenants in the property pursuant to a lease agreement, either written or oral. Said interest is subject, subordinate, and inferior to the lien of the Mortgage held by Plaintiff.

15. In addition to all the named Defendants, the unknown spouses, heirs, devisees, grantees, assignees, creditors, trustees, successors in interest or other parties claiming an interest in the subject property by, through, under or against any of said Defendants, whether natural or corporate, who are not known to be alive or dead, dissolved or existing, are joined as defendants herein. The claims of any of said parties are subject, subordinate, and inferior to the interest of Plaintiff's Mortgage.

WHEREFORE, Plaintiff requests that this Honorable Court:

- (a) Take jurisdiction of the parties hereto and of the subject matter hereof;
- (b) Order that the lien of Plaintiff's Mortgage is a valid first priority lien on the property described and is superior to any other lien recorded;
- (c) Order foreclosure of the Mortgage and that all Defendants named herein, their estates, and all persons claiming under or against them since the filing of the Notice of Lis Pendens be foreclosed;
- (d) Determine the amount due to Plaintiff under the Note and Mortgage sued upon herein and award all damages owed to Plaintiff;
- (e) Award all costs and attorneys' fees excluding costs of personal, non-international service on unknown spouses and unknown tenants;
- (f) Order that if said amount due to Plaintiff is not paid in full within the time set by this Court, the Property be sold by Order of this Court to satisfy Plaintiff's claims;
- (g) Order delivery and possession of the real property to the Purchaser, who shall be responsible for any condominium or homeowner association assessments in accordance with Fla. Stat. §§ 718.116 and 720.3085, and upon proof of the demand or

refusal of any Defendant to vacate and surrender such possession, that the clerk be directed to issue a writ of possession without further order of this Court;

- (h) Order, upon motion by the Plaintiff, that Plaintiff shall have a lien on any rents collected on the Property during the pendency of this action, and that said rents shall be deposited into the Court Registry or in other such depository as the Court may designate, in accordance with Fla. Stat. § 697.07.
- (i) Retain jurisdiction of this cause and the parties hereto to determine Plaintiff's entitlement to a deficiency judgment against those who signed the Note and the amount thereof; unless any Defendant personally liable shall have been discharged from liability under the subject Note pursuant to the provisions of the Bankruptcy Code 11 U.S.C. §101, et. Seq.; and
- (j) Grant such other and further relief that is appropriate and equitable under the circumstances.

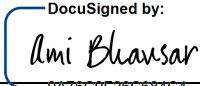
Pursuant to Title 15 U.S.C. §1692g (d), a communication in the form of a formal pleading in a civil action shall not be treated as an initial communication for purposes of subsection (a) of this section.

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VERIFICATION OF FORECLOSURE COMPLAINT

Under penalty of perjury, I declare that I have read the foregoing Foreclosure Complaint and the facts alleged are true and correct to the best of my knowledge and belief.

**WILMINGTON SAVINGS FUND SOCIETY,
FSB, AS TRUSTEE OF STANWICH
MORTGAGE LOAN TRUST F by Carrington
Mortgage Services, LLC, as Servicer and
Attorney in Fact**

By:  Ami Bhavsar
9A76C9F26C684C4...
Print Name: Ami Bhavsar
Title: Foreclosure Services Manager
Date: 2/25/2025

/s/ Anthony Vamvas
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