

prepared by Johnson Law Firm
100 N. Laura St, Ste 701
Jacksonville, FL 32202

Return to: Shuler & Shuler
422 Julia St
Titusville, FL 32796
✓ R

TRUSTEE'S DEED

THIS DEED is made as of this 10th day of February, 2021 between **Gordon P. Jones, Trustee** (and not individually) ("Trustee" or the "Grantor") of the Bankruptcy Estate of Humberto Dousdebes (the "Debtor"), which is pending in the United States Bankruptcy Court, Middle District of Florida, Jacksonville Division, Case No.: 3:20-bk-02335-JAF whose mailing address is Post Office Box 600459, Jacksonville, Florida 32260, and **Manning Property Investments, LLC, a Florida limited liability company**, whose mailing address is Post Office Box 238062, Cocoa, Florida 32923 (the "Buyers" or "Grantees").

WHEREAS, the Trustee was duly appointed as the Trustee in bankruptcy of the Debtor's estate and qualified as such and is serving as such; and

WHEREAS, on or about October 12, 2020, the Trustee initiated that certain adversary proceeding to avoid a transfer of the property described below in that certain case styled *Gordon P. Jones, as Chapter 7 Trustee v. Steven S. Hoffman*; United States Bankruptcy Court, Middle District of Florida, Jacksonville Division; Adversary Case No. 3:20-ap-00129-JAF (the "Adversary Proceeding") (Adv. Doc. No. 1), and on January 15, 2021, the Bankruptcy Court entered a Consent Final Judgment (the "Judgment") (Adv. Doc. No. 7), which Judgment found that the transfer previously effectuated by Warranty Deed recorded in June 12, 2020 in the Official Public Records of Levy County, Florida at Book 1538, Page 895 was avoided and declared void as a matter of law; and

WHEREAS, on November 17, 2020, the undersigned filed and served in the Debtor's case the Trustee's Notice of Public Auction (the "Notice") (Bankr. Doc. No. 33) under which the sale of the property described herein was described, and no objections to the Notice were filed within the time prescribed by law; and

WHEREAS, in the absence of objections to the Notice and upon entry of the Judgment, the Trustee is authorized to complete the sale of the property described herein.

NOW, THEREFORE, the Grantor in consideration of the sum of Ten Dollars and No/00 (\$10.00) and other valuable considerations paid by the Buyers, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold to the Buyers, their heirs and assigns forever, to have and to hold, all of the Grantor's interest in the following described land, referred to herein as the "Property", to-wit:

That certain parcel of vacant real estate located in Levy County identified with Parcel Identification Number 0685301500, and which Property legally described as

Lot 16, Block 22, Rainbow Lakes, according to the map or plat thereof, as recorded in Plat Book 3, Page(s) 27, of the Public Records of Levy County, Florida

SEE EXHIBIT "A" ^{+ Exhibit "B"} ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN AND MADE A PART HEREOF.

This conveyance is expressly subject to all covenants, restrictions, easements, limitations, assessments and other matters of record (although reference to such matters shall not serve to extend the same) existing zoning and/or restrictions imposed by governmental authority, and ad valorem taxes.

By acceptance of this Deed, Grantees agree that Grantor is not making and specifically disclaims any warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties or representations as to matters of title, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, operating history or projections, valuation, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the Property including, without limitation: (i) the value, condition, merchantability, habitability, marketability, profitability, suitability or fitness for a particular use or purpose of the Property; (ii) the manner or quality of the construction or materials incorporated into any of the Property; and (iii) the manner, quality, state of repair or lack of repair of the Property. Buyers agree that with respect to the Property, Buyers have not relied upon and will not rely upon, either directly or indirectly, any representation or warranty of Grantor or any agent of Grantor. Buyers represent that they are relying solely on their own expertise and that of Buyers' consultants, and that Buyers will conduct such inspections and investigations of the Property, including but not limited to, the physical and environmental conditions thereof, and shall rely upon same, and upon closing, shall assume the risk that adverse matters, including but not limited to adverse physical and environmental conditions, may not have been revealed by Buyers' inspections and investigations. Buyers have acknowledged and agreed that Grantor sells and conveys the Property under this Deed to Buyers and that Buyers accept said Property "as is, where is," with all faults, liens and encumbrances. Buyers further acknowledge and agree that there are no oral agreements, warranties or representations, collateral to or affecting the Property by Grantor, any agent of Grantor or any third party.

IN WITNESS WHEREOF, I, Gordon P. Jones, Trustee (and not individually) for the Bankruptcy Estate of Humberto Dousdebes under Case No. 3:20-bk-02335-JAF, executed this Trustee's Deed.

Signed, sealed and delivered
in the presence of:

Kristie M. Jordan
Print Name: Kristie M. Jordan

Gordon P. Jones
Gordon P. Jones, Trustee (and not individually) for
the Bankruptcy Estate of Humberto Dousdebes
under Case No. 3:20-bk-02335-JAF

Shelby Weight
Print Name: Shelby Weight

STATE OF Florida
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this 10th day of February, 2021, by Gordon P. Jones, Trustee (and not
individually) for the Bankruptcy Estate of Humberto Dousdebes under Case No. 3:20-bk-02335-
JAF, who is personally known to me.



Kristie M. Jordan
Print Name: Kristie M. Jordan
Notary Public, State of Florida at Large
My Commission Number: GG 078170
My Commission Expires: 03/01/2021

Exhibit "A"

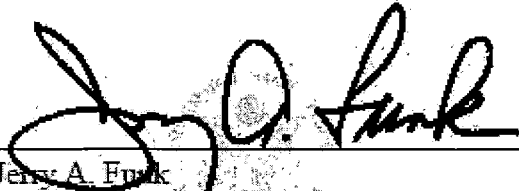
Dated: January 15, 2021

ORDERED.

I certify the foregoing to be true and correct copy of the original.
CLERK OF COURT
U.S. BANKRUPTCY COURT

By: C. Neelakini

Dated: 2-10-21



Jerry A. Funk
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

In re:

CASE NO.: 20-02335-JAF

HUMBERTO DOUSDEBES,

Debtor.

GORDON P. JONES, AS CHAPTER 7
TRUSTEE,

Adv. P. No. 3:20-ap-00129-JAF

Plaintiff,

v.

STEVEN S. HOFFMAN,

Defendant.

CONSENT FINAL JUDGMENT

This matter came before the court upon the request of the parties to this adversary action for the entry of a Consent Final Judgment in the above-captioned adversary matter filed by Plaintiff, Gordon P. Jones, as Chapter 7 Trustee (the "Trustee") against Defendant, Steven Hoffman ("Hoffman").

Based on the consent and agreement of the parties, the Court finds that (i) on August 3, 2020 (the "**Petition Date**"), Debtor, Humberto Dousdebes (the "**Debtor**") filed for relief under Chapter 7 of the United States Bankruptcy Code in that certain case styled *In re Humberto Dousdebes*; United States Bankruptcy Court, Middle District of Florida, Jacksonville Division; Case No. 3:20-bk-02335-JAF (the "**Bankruptcy Case**"); (ii) Gordon P. Jones was subsequently appointed as the Chapter 7 Trustee in the Bankruptcy Case; (iii) prior to the Petition Date, the Debtor was the sole owner of certain vacant real property located in Levy County, Florida (the "**Rainbow Lakes Property**") which is legally described as:

**SEC: 24, TWP: 15, RNG: 17, 24-15-17 RAINBOW LAKES EST BLK 22
LOT 16 OR BOOK 1429 PAGE 448.**

Parcel ID No. 0685301500

(iv) on or about June 8, 2020, within one (1) month of the Petition Date, the Debtor executed a Warranty Deed whereby the Debtor transferred his interest in the Rainbow Lakes Property to Defendant (the "**Rainbow Lakes Transfer**"), and which Warranty Deed was recorded on June 12, 2020 in the Official Public Records of Levy County, Florida at Book 1538, Page 895.

Upon agreement of the parties, the Court further finds that (i) the Debtor had an interest in the Rainbow Lakes Property at the time of the Rainbow Lakes Transfer in that he was the sole owner of the Rainbow Lakes Property at the time of the Rainbow Lakes Transfer; (ii) the Rainbow Lakes Transfer occurred and was made within one (1) year of the Petition Date; (iii) the Rainbow Lakes Transfer to Hoffman was a voluntary act of the Debtor; (iv) there exists the following common circumstantial indicia of fraudulent intent that, when taken together, indicate the existence of actual fraud: (a) the Debtor was insolvent and/or had or other unmanageable indebtedness at the time of the Rainbow Lakes Transfer; and (b) there was no consideration for

the Rainbow Lakes Transfer or there existed a vast disparity in value between the Rainbow Lakes Property transferred and the consideration received by the Debtor.

Further, based upon the consent and agreement of the Parties, (i) prior to the Petition Date, the Debtor had an interest in a 1992 Chevrolet G30 VIN No. 2GBJG31K8N4133668 (the "Chevrolet"); (ii) on or about August 5, 2019, within one (1) year of the Petition Date, the Debtor transferred his interest in the Chevrolet to Defendant (the "Chevrolet Transfer"); (iii) the Chevrolet was free and clear of liens or encumbrances at the time of the Chevrolet Transfer; and (iv) the value of the Chevrolet at the time of the Chevrolet Transfer was no less than \$4,150.00.

Upon agreement of the parties, the Court further finds that (i) the Debtor had an interest in the Chevrolet at the time of the Chevrolet Transfer in that he was the sole owner of the Chevrolet at the time of the Chevrolet Transfer; (ii) the Chevrolet Transfer occurred and was made within one (1) year of the Petition Date; (iii) the Chevrolet Transfer to Hoffman was a voluntary act of the Debtor; (iv) there exists the following common circumstantial indicia of fraudulent intent that, when taken together, indicate the existence of actual fraud: (a) the Debtor was insolvent and/or had or other unmanageable indebtedness at the time of the Chevrolet Transfer; and (b) there was no consideration for the Chevrolet Transfer or there existed a vast disparity in value between the Chevrolet transferred and the consideration received.

Further, the Court finds (i) there are actual creditors of the Debtor that could avoid the Rainbow Lakes Transfer and the Chevrolet Transfer (together, the "Avoidable Transfers") pursuant to Florida law; (ii) on his Schedule E/F filed in the Bankruptcy Case, the Debtor listed certain unsecured claims totaling \$28,892.00; (iii) general unsecured proofs of claims have been filed in the Bankruptcy Case against the Debtor in the amount of \$16,531.04; (iv) the deadline for non-governmental entities to file proofs of claims in the Bankruptcy Case expired on December

21, 2020; (v) much of debt listed by the Debtor on his Schedule E/F and/or the claims filed in the Bankruptcy Case were incurred and owing at the time of the Avoidable Transfers; and (vi) due to all of the foregoing, the Avoidable Transfers from Debtor to Defendant should be declared void as a matter of law, and the Trustee should be entitled to recover the value of the Avoidable Transfers from Defendant.

Additionally, upon consent and agreement of the parties, the Court finds that (i) within one (1) year of the Petition Date, the Debtor made certain cash transfers to Defendant in the amount of \$3,742.00 (the "Cash Transfers"); (ii) Hoffman received equivalent exchange of value for the Cash Transfers, did not have any fraudulent intent with respect to the Cash Transfers; (iii) Hoffman provided new value in exchange for the Cash Transfers; (iv) the Cash Transfers were made in the ordinary course of the Debtor's financial affairs.

Due to all of the foregoing and pursuant to the Motion for Order Approving Compromise of Claims by and between the Trustee and Hoffman filed in the main case (the "Compromise") (Bankr. Doc. No. 27) and entry of the Order granting approval of the Compromise (Bankr. Doc. No. 37), the Trustee and Hoffman consented to the findings and entry of this Consent Final Judgment; therefore, it is **ORDERED and ADJUDGED**:

1. Judgment is hereby granted in favor of the Plaintiff, Gordon P. Jones, as Chapter 7 Trustee, as to Count I through and including Count VI of the Complaint with respect to the Rainbow Lakes Transfer and the Chevrolet Transfer, but *not* the Cash Transfers.

2. The transfer of the Debtor's interest in the Rainbow Lakes Property (which is legally described herein above) to Hoffman, which transfer was effectuated by Warranty Deed recorded on June 12, 2020 in the Official Public Records of Levy County, Florida at Book 1538, Page 895, is hereby avoided and declared void as a matter of law.

3. The transfer of the Debtor's interest in the 1992 Chevrolet G30 VIN No. 2GBJG31K8N4133668 is hereby avoided and declared void as a matter of law. This Final Judgment shall serve as conclusive proof that despite the Certificate of Title to the Chevrolet being titled in the name of the Defendant, it shall be deemed as if the Debtor held both, legal and equitable title to the Chevrolet as of the Petition Date.

4. With respect to Count VII of the Complaint, Final Judgment is hereby entered in favor of the Plaintiff and against the Defendant. Pursuant to 11 U.S.C. § 550, Plaintiff is awarded a judgment against the Defendant for recovery of the Rainbow Lakes Property and the Chevrolet.

5. With respect to Count VIII through and including Count XI of the Complaint, Final Judgment is hereby entered in favor of Defendant Steven Hoffman and against Plaintiff.

6. For the avoidance of doubt, Judgment is hereby entered in favor of Hoffman as to any claims regarding the Cash Transfers as alleged in the complaint filed in this case.

7. The address of Plaintiff, Gordon P. Jones, in his capacity as Chapter 7 Trustee of the bankruptcy estate of *In re Humberto Dousdebes*, Case No. 3:20-bk-02335-JAF, United States Bankruptcy Court, Middle District of Florida, Jacksonville Division, is Post Office Box 600459, Jacksonville, Florida 32260.

8. The last known address of Defendant, Steven Hoffman, is 21464 SW Honey Suckle Street, Dunnellon, Florida 34431.

9. This Consent Final Judgment may be filed and/or recorded in the appropriate jurisdiction and/or public records,

10. The parties shall bear their own costs and attorneys' fees in this matter.

11. The Court reserves jurisdiction to resolve or adjudicate any and all disputes that may arise out of, or relate to, those matters addressed by this Consent Final Judgment.

The parties hereby consent to form and entry of this Consent Final Judgment.

JOHNSON LAW FIRM, P.A.

/s/ Eugene H. Johnson

Eugene H. Johnson, Esq.
Florida Bar No. 0032105
Lauren W. Box, Esq.
Florida Bar No. 0106242
100 North Laura Street, Suite 701
Jacksonville, Florida 32202
Telephone: (904) 652-2400
ehj@johnsonlawpa.com
lauren@johnsonlawpa.com

*Attorneys for Plaintiff, Gordon P. Jones,
Chapter 7 Trustee*

/s/ Steven Hoffman

Steven Hoffman
21464 SW Honey Suckle Street
Dunnellon, Florida 34431
Telephone: (352) 581-9090
steventorin@hotmail.com

Pro Se Defendant

Filer's Attestation: Pursuant to Local Rule 1001-2(e)(3) regarding signatures, Eugene H. Johnson, Esq. attests that concurrence in the filing of this paper has been obtained.

Unofficial Copy

Exhibit "B"

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

In re:

Case No: 20-02335-3F7

HUMBERTO DOUSDEBES

Debtor(s)/

TRUSTEE'S NOTICE OF PUBLIC AUCTION SALE

NOTICE OF OPPORTUNITY TO OBJECT AND FOR HEARING

IF YOU OBJECT TO THE RELIEF REQUESTED IN THIS PAPER YOU MUST FILE A RESPONSE WITH THE CLERK OF COURT AT 300 NORTH HOGAN STREET, SUITE 3-150, JACKSONVILLE, FLORIDA 32202 AND TRUSTEE, GORDON P. JONES, P. O. BOX 600459, JACKSONVILLE, FLORIDA 32260 WITHIN 21 DAYS FROM THE DATE OF THE ATTACHED PROOF OF SERVICE, PLUS AN ADDITIONAL THREE DAYS IF THIS PAPER WAS SERVED ON ANY PARTY BY U. S. MAIL.

IF YOU FILE AND SERVE A RESPONSE WITHIN THE TIME PERMITTED, THE COURT WILL EITHER NOTIFY YOU OF A HEARING DATE OR THE COURT WILL CONSIDER THE RESPONSE AND GRANT OR DENY THE RELIEF REQUESTED IN THIS PAPER WITHOUT A HEARING. IF YOU DO NOT FILE A RESPONSE WITHIN THE TIME PERMITTED, THE COURT WILL CONSIDER THAT YOU DO NOT OPPOSE THE RELIEF REQUESTED IN THE PAPER, AND THE COURT MAY GRANT OR DENY THE RELIEF REQUESTED WITHOUT FURTHER NOTICE OR HEARING.

YOU SHOULD READ THESE PAPERS CAREFULLY AND DISCUSS THEM WITH YOUR ATTORNEY IF YOU HAVE ONE. IF THE PAPER IS AN OBJECTION TO YOUR CLAIM IN THIS BANKRUPTCY CASE, YOUR CLAIM MAY BE REDUCED, MODIFIED, OR ELIMINATED IF YOU DO NOT TIMELY FILE AND SERVE A RESPONSE.

PLEASE TAKE NOTICE that, pursuant to 11 U.S.C. §363(b) and M.D. FLA. L.B.R. 2002-4, the Trustee will sell at public auction sale the Estate's interest in the following described property at the date and time indicated:

ASSETS TO BE SOLD:

Unimproved real property located in Levy County, Florida and more particularly described as:

Sec: 24 TWP: 15, RNG: 17, 24-15-17 Rainbow Lakes Est Blk 22 Lot 16
OR Book 1429 Page 448, Parcel Number: 0685301500

LOCATION:

Shuler & Shuler Real Estate Auctioneers, Inc.
422 Julia Street, Titusville, FL 32796

DATE AND TIME: Saturday, January 30, 2021 at 10:00 a.m. *

INSPECTION: Saturday, January 30, 2021 from 8:00 a.m. to 10:00 a.m. *

AUCTIONEER: Shuler & Shuler Real Estate Auctioneers, Inc.
(321) 267-8563, website: <http://www.soldfor.com>

To the best of the trustee's knowledge there are no perfected security interests outstanding in said property. The proceeds of the sale shall become property of the Estate and distributed pursuant to §726 of the Bankruptcy Code. Any forfeited deposits shall become property of the bankruptcy estate.

Dated: November 17, 2020

/s/ Gordon P. Jones
Gordon P. Jones
Florida Bar No.: 829439
Post Office Box 600459
Jacksonville, FL 32260-0459
(904) 262-7373
Trustee

I hereby certify, pursuant to Local Rule 2002(g) and Federal Rules of Bankruptcy Procedure Rule 2004(h), that on November 17, 2020, a copy was furnished by United States mail, postage prepaid, to all parties listed on the attached matrix and the CM/ECF System provided a copy of the notice of the electronic filing to CM/ECF participants.

/s/ Gordon P. Jones
Trustee

*or as continued or rescheduled per announcement at auction

Label Matrix for local noticing
113A-3
Case 3:20-bk-02335-JAF
Middle District of Florida
Jacksonville
Tue Nov 17 11:49:05 EST 2020

Humberto Dousdebes
21464 SW Honey Suckle Street
Dunnellon, FL 34431-3404

Peter Mocke
4827-3 Phillips Hwy
Jacksonville, FL 32207-7269

Rick Weaver
4451 South Pine Ave., Unit 2
Ocala, FL 34480-7100

(p)BANK OF AMERICA
PO BOX 982238
EL PASO TX 79998-2238

Bank of America, N.A.
P O Box 982284
El Paso, TX 79998-2284

Barclays Bank Delaware
PO Box 8803
Wilmington, DE 19899-8803

CREDIT FIRST NA
PO BOX 818011
CLEVELAND, OH 44181-8011

Capital One Bank (USA), N.A.
by American InfoSource as agent
PO Box 71083
Charlotte, NC 28272-1083

Capital One Bank USA NA
PO Box 30281
Salt Lake City, UT 84130-0281

Capital One/Walmart
PO Box 30281
Salt Lake City, UT 84130-0281

Citibank, N.A.
5800 S Corporate Pl
Sioux Falls, SD 57108-5027

Credit First
POB 81315
Cleveland, OH 44181-0315

Credit One Bank
PO Box 98872
Las Vegas, NV 89193-8872

Discover Bank
Discover Products Inc
PO Box 3025
New Albany OH 43054-3025

(p)DISCOVER FINANCIAL SERVICES LLC
PO BOX 3025
NEW ALBANY OH 43054-3025

Florida Dept. of Revenue
Bankruptcy Unit
P.O. Box 6668
Tallahassee, FL 32314-6668

Marion County Tax Collector
P.O. Box 970
Ocala FL 34478-0970

PYOD, LLC
Resurgent Capital Services
PO Box 19008
Greenville, SC 29602-9008

Syncb/ Care Credit
PO Box 965036
Orlando, FL 32896-5036

Syncb/ Lowes
PO Box 956005
Orlando, FL 32896-0001

Syncb/ Paypal Credit Card
PO Box 965005
Orlando, FL 32896-5005

Syncb/Car Care Napa Easy
PO Box 965036
Orlando, FL 32896-5036

Syncb/Sweet Water Sound
PO Box 965036
Orlando, FL 32896-5036

The Home Depo/CBNA
PO Box 6497
Sioux Falls, SD 57117-6497

(p)US BANK
PO BOX 5229
CINCINNATI OH 45201-5229

Wells Fargo Bank, N.A.
Wells Fargo Card Services
PO Box 10438, MAC F8235-02F
Des Moines, IA 50306-0438

WellsFarGo Card Services
PO Box 14517
Des Monies, IA 50306-3517

Gordon P. Jones +
P O Box 600459
Jacksonville, FL 32260-0459

United States Trustee - JAX 13/7 +
Office of the United States Trustee
George C Young Federal Building
400 West Washington Street, Suite 1100
Orlando, FL 32801-2210

Eugene H Johnson +
Johnson Law Firm, P.A.
100 N. Laura Street, Suite 701
Jacksonville, FL 32202-3673

Note: Entries with a '+' at the end of the
name have an email address on file in CMECF

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified
by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

Bank Of America
PO Box 982238
El Paso, TX 79998

Discover Financial Serv
POB 15316
Wilmington, DE 19850

US Bank
PO Box 108
Saint Louis, MO 63166

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u) Jerry A. Funk
Jacksonville

End of Label Matrix	
Mailable recipients	31
Bypassed recipients	1
Total	32

