

These are generalizations only! Nothing herein creates an attorney-client relationship. Consult a Florida attorney for specific advice. PLEASE DO NOT SEND UNSOLICITED MATERIAL OR CONFIDENTIAL INFORMATION.

Question 5 PERFECTING JUDGMENT LIENS If I win a judgment, doesn't it create an automatic lien against all of the other party's property forever?

Answer

You must be diligent and take certain steps to create, extend and preserve a lien correctly. First, your judgment should be properly written and contain certain elements. One of the key elements is YOUR ADDRESS, not just your attorney's address. If the judgment lacks an address, this can be fixed by simultaneously recording an Affidavit of Address when you record the judgment.

In order to have a lien against personal property (this includes cash, bank accounts, equipment, etc) you must apply for a judgment lien certificate through the Secretary of State. It is a relatively easy, inexpensive process, but needs to be done correctly. You can access the Florida Department of State at www.sunbiz.org or www.MyFlorida.org. You may prefer to have an attorney to handle this.

In order to have a lien against real property, a certified copy of the Florida Judgment must be recorded in the public land records of the County where the property is located. This is true even if the property is in the same county where the Judgment was entered.

Example: A Collier County Court awards you a money judgment. You believe the debtor has condominiums both in Bonita Springs and in Marco Island, Florida. You must obtain certified copies from the Collier County Clerk of Court and record these in both Lee & Collier County land records. Be sure your address, (i.e., the creditor's address) is on the judgment or an address affidavit is simultaneously recorded! "Creditor" means the person to whom the money is owed.

Second: Judgments are good for 20-years but are NOT necessarily enforceable unless they are renewed on the record (re-recorded) at certain intervals. These intervals vary depending on the law in effect at the time the judgment was rendered and when it was last recorded. So check with your attorney! If a Judgment were entered in 2006 for instance, it would need to be re-recorded before the expiration of 10-years. The re-recording must be done properly in order to secure a valid lien!

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Ross Lanier & Deifik PA 239 262-2874 or 262-6161 serves Collier & Lee counties (Naples, Fort Myers, Bonita Springs, Marco Island, Cape Coral, Estero).

Deposit Recovery – Preconstruction Contracts—Two Year Construction Completion –Interstate Land Sales Full Disclosure Act – ILSA-- Cancel Condominium Purchase Contract—Rescind Real Estate Purchase And Sale Agreement –Condominium Preconstruction Required Disclosures--Revocation Of Real Estate Sales Contract – Deposit Recovery--Cancel Purchase Contract-- Recover deposit– HUD Property Report –Florida Condominium Mandatory Disclosures—Homeowner Association Disclosure Summary Required- Rescind Cancel Revoke --Mandatory HOA disclosure --Mandatory Florida condominium disclosures

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The hiring of a lawyer is an important decision that should not be based solely upon advertisements. Before you decide, ask the attorney to send you free written information about the individual's qualifications and experience.

Celia Deifik, Attorney