

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

WHITNEY BANK, a Mississippi state chartered bank,
f/k/a Hancock Bank, a Mississippi state chartered bank,
successor in interest to PEOPLES FIRST
COMMUNITY BANK,

Plaintiff,

Case No. 2014 CA 001559

v.

KIPLING MANOR, L.L.C., a/k/a
KIPLING MANOR, LLC, a
Florida limited liability company,
SENIOR LIFESTYLES, L.L.C., a/k/a,
SENIOR LIFESTYLES, LLC,
a Florida limited liability company,
CHEMSTRAND TRAILER PARK, INC.,
a Florida corporation,
THE ACADEMIC ADVANTAGE, INC.,
a Florida corporation,
DORAL BANK, a successor in interest by merger to
DORAL BANK, FSB, a Puerto Rican bank,
BELIE B. WILLIAMS, and
MARY ELAINE WILLIAMS,

Defendants.

PAM CHILDERS
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2015 JUN 15 P 3:21
CIRCUIT CIVIL DIVISION
FILED & RECORDED

**FINAL JUDGMENT OF FORECLOSURE AS TO COUNT II OF PLAINTIFF'S
COMPLAINT**

This matter is before the Court on Plaintiff's and Defendants' Stipulation to Entry of Final Judgment of Foreclosure as to Count II of Plaintiff's Complaint. The Court, having considered the pleadings and being otherwise fully advised in the premises, finds that Plaintiff is entitled to final judgment of foreclosure. Therefore, it is,

ORDERED AND ADJUDGED that:

1. Plaintiff, WHITNEY BANK, a Mississippi state chartered bank, f/k/a Hancock Bank, a Mississippi state chartered bank, successor in interest to PEOPLES FIRST COMMUNITY BANK, 1022 W. 23rd St., Panama City, FL 32405, is due the following as to Count II:

(1)	Final Judgment Principal	\$1,620,691.98
(2)	Interest from 1/22/15 – 6/2/15	\$27,840.12 ¹
	TOTAL	\$1,648,532.10

which amount shall bear interest at the rate of 4.75% per annum from the date of this judgment until paid, pursuant to Florida Statutes §55.03 (2014).

2. **Lien on Property.** Plaintiff holds mortgage and security interest liens for the total sum of \$1,648,532.10 described above superior to all claims or estates of Defendants and those claiming an interest by, through or under said Defendants, on the following property in Escambia County, Florida, described as:

Parcel 1 (Kipling Manor, LLC):

Lot 35, Oakhurst Subdivision, a Subdivision of the Southwest Quarter of Section 17, Township 1 South, Range 30 West, according to plat recorded in Plat Book 2 at page 90 of the public records of Escambia County, Florida.

TOGETHER with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitations, all mineral, oil, gas, geothermal and similar matters.

All inventory, equipment and fixtures, whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing.

¹ Interest on Judgment at the per diem rate of \$210.91.

Parcel 2 (Chemstrand Trailer Park, Inc.):

Beginning at the intersection of the North line of Lot 10 and the West R/W line of State Road #292 (New Chemstrand Road); thence Westerly bearing N. 89°12'20" W. along the North line of said Lot 10 for 615.15' to the West line of East 1/2 of said Lot 10 and an iron pipe; thence S. 00°18'13" W. along the West line of the East 1/2 of Lots 9 & 10 for 662.32' to the South line of Lot 9 and an iron pipe; thence S. 89°12'16" E. along the South line of Lot 9 for 156.45' to an iron pipe; thence N. 00°17'48" E. (said line being common to and the same line as the West boundary line of property described and recorded in O.R. Book 852 at page 675) for 183.0' to an iron pipe; thence S. 89°12'16" E. and parallel to the South line of Lot 9 (said line being common to and the same line as the North boundary line of said property described in Official Records Book 852 at page 675) for 129.16'; (the next seven called for runs, follow existing chain link fences) thence N. 04°09'14" E. for 176.81' to a corner post; thence N. 86°59'04" W. for 12.0' to a corner post; thence N. 15°50'45" W. for 36.90' to a corner post (said point designated as Point "A"); thence N. 03°25'50" E. for 51.87' to a corner post (said point designated Point "B"); thence S. 87°26'54" E. for 146.75' to a corner post; thence N. 55°15'21" E. for 111.45' to an iron pipe; thence S. 58°23'33" E. for 115.14' to an iron pipe on the West R/W line of said S.R. #292; thence N. 00°11'10" E. along said West R/W line for 212.29' to Point of Beginning. Containing 5.31 acres more or less, all lying and being in Section 8, Township 1 South, Range 30 West, Escambia County, Florida.

TOGETHER with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitations, all mineral, oil, gas, geothermal and similar matters.

The following mobile homes:

<u>Lot#</u>	<u>Year</u>	<u>Make</u>	<u>ID#</u>	<u>Title #</u>
#1	1994	Mont	PH304GA2750	65735743
#4	1979	Liberty	02L13257	21970941
#6	1981	Capella	GAM120E12B7534A	19943889
#7	1984	RSER	GDWGA048423187	40277769
#9	1981	Labella	GAM120D14B7814A	19861275
#20	1984	Edge.	GAFL1AD34074434	61113201
#2	1970	Taylor	2169F	16259953
#12	1065	Piedmont	134810289	182219
#15	1969	Stat	F1SEXCMG2702	2948214
#16	1984	Edge	GAFL1AD5007520Q	61113559
#18	1986	Omni	OM8236	42994309
#19	1981	Labella	GAM120D11B7394A	19772552

Parcel 3 (The Academic Advantage, Inc.):

Commence at the Northwest corner of Lot 5, Block 5 of a subdivision of Section 9, Township 1 South, Range 30 West, Escambia County, Florida, thence run North 90 degrees 00' 00" East along the North line of said Lot for 33.00 feet to the East right-of-way line of Ashland Avenue (66' R/W); thence run South 00 degrees 00'00" East along said right-of-way line for 365.00 feet for the Point of Beginning; thence continue the last course run South 00 degree 00'00" East along said right-of-way line for 108.00 feet; thence South 89 degree 33'25" East for 426.32 feet; thence run North 00 degree 00'00" East for 22.00 feet; thence South 89 degree 33'25" East for 209.00 feet; thence run North 00 degree 00'00" East for 86.00 feet; thence run North 89 degrees 33'25" West for 635.35 feet to the Point of Beginning.

TOGETHER with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitations, all mineral, oil, gas, geothermal and similar matters.

The following mobile homes:

<u>Lot#</u>	<u>Year</u>	<u>Make</u>	<u>ID#</u>	<u>Title #</u>
#6	1978	Fair	83172B	63650912
#6	1978	Fair	83172A	63650911
#8	1979	Sent	SM6926	16309437
#10	1975	Dolp	49829	11912322
#12	1964	Remb	B15597	9283383
#14	1980	Conc	3303371537	19454304
#17	1982	Pied	5328160635GA	21223389
#23	1983	Summ	H34529G	30029716
#81	1984	Pied	5343282462	40760728

3. **Sale of Property.** If the total sum with interest at the rate prescribed by law and all costs of this action accruing subsequent to this judgment are not paid within the time required by law, the Clerk of this Court shall sell the property at public sale on July 14, 2015, to the highest bidder for cash, except as described below, at www.escambia.realforeclose.com at 11:00 a.m. (Central Time), in accordance with Section 45.031, Florida Statutes.

3. **Costs.** Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the Clerk if Plaintiff is not the purchaser of the property at the sale,

provided, however, that the purchaser of the property for sale shall be responsible for the documentary stamps payable on the Certificate of Title. If Plaintiff is the purchaser at the sale, the Clerk shall credit Plaintiff's bid with the total sum of this judgment with interest and costs accruing subsequent to this judgment or such part of it as is necessary to pay the bid in full.

4. **Distribution of Proceeds.** On filing the Certificate of Title, the Clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of Plaintiff's costs; second, documentary stamps affixed to the certificate; third, the total sum due to Plaintiff, less the items paid, plus interest at the rate prescribed in paragraph 1 from this date to the date of the sale; and by retaining any remaining amount pending the further order of this court.

5. **Right of Redemption/Right of Possession.** On filing the Certificate of Sale, Defendants and all persons claiming under or against Defendants since the filing of the notice of lis pendens shall be foreclosed of all estate or claim in the property. Upon the filing of the Certificate of Title, the person named on the Certificate of Title shall be let into possession of the property.

6. **Attorneys' Fees.** Plaintiff is entitled to an award of reasonable attorneys' fees incurred in connection with bringing this action as set forth in Plaintiff's complaint against Defendants, Kipling Manor, L.L.C. a/k/a Kipling Manor, LLC, Senior Lifestyles, L.L.C. a/k/a Senior Lifestyles, LLC, Belie B. Williams and Mary Elaine Williams, jointly and severally, only.

7. **Jurisdiction Retained.** Jurisdiction of this action is retained to enter further orders that are proper including, without limitation, writs of possession, determination of a credit towards summary final judgment as to counts I, III, IV and V, resolution of pending counts, and to supplement the complaint to join any unknown parties having an interest in the property that is the subject of this action.

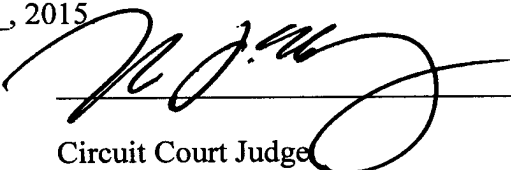
8. If this property is sold at public auction, there may be additional money from the sale after payment of persons who are entitled to be paid from the sale proceeds pursuant to the

final judgment of foreclosure. If you are a subordinate lienholder claiming a right to funds remaining after the sale, you must file a claim with the Clerk no later than 60 days after the sale. If you fail to file a claim, you will not be entitled to any remaining funds.

9. If you are the property owner, you may claim these funds yourself. You are not required to have a lawyer or any other representation and you do not have to assign your rights to anyone else in order for you to claim any money to which you are entitled. Please check with the Clerk of the Court, MC Blanchard Judicial Building, 190 Governmental Center, Pensacola, FL 32501 within ten (10) days after the sale to see if there is additional money from the foreclosure sale that the clerk has in the registry of the court.

10. If you decide to sell your property or hire someone to help you claim the additional money, you should read very carefully all papers you are required to sign, ask someone else, preferably an attorney who is not related to the person offering to help you, to make sure that you understand what you are signing and that you are not transferring your property or the equity in your property without the proper information. If you cannot afford to pay an attorney, you may contact Northwest Florida Legal Services, Inc. at (850)432-2336 to see if you qualify financially for their services. If they cannot assist you, they may be able to refer you to a local bar referral agency or suggest other options. If you choose to contact Northwest Florida Legal Services, Inc. for assistance, you should do so as soon as possible after receipt of this notice.

DONE AND ORDERED in Chambers at Pensacola, Escambia County, Florida this

15th day of June, 2015 
Circuit Court Judge

Plaintiff's Address:

WHITNEY BANK, a Mississippi state chartered bank,
f/k/a Hancock Bank, a Mississippi state chartered bank,
successor in interest to PEOPLES FIRST COMMUNITY BANK
1022 W. 23rd St.
Panama City, FL 32405

Conformed copies:

Judson C. Brandt, Esquire (jbrandt@cphlaw.com; ldunlap@cphlaw.com; vhoyt@cphlaw.com)
c/o Clark, Partington, Hart, Larry, Bond & Stackhouse
J. Steven Ford, Esq. (jsf@whsf-law.com)
Brian Leebrick, Esq. (bleebrick@barronredding.com; cstephenson@barronredding.com;
eservice@barronredding.com)

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- All parties
6/17/15